



**THE COUNTY OF SAN BERNARDINO  
LOCAL WORKFORCE INVESTMENT  
BOARD**

**and**

**YOUTH COUNCIL**

*INVITES*

**REQUEST FOR PROPOSALS  
FOR  
YEAR ROUND YOUTH PROGRAMS  
PY 2006-2008**

*Administered by:*

**WORKFORCE DEVELOPMENT DEPARTMENT**

215 North D Street, Suite 301

San Bernardino, CA 92415-0041

[909] 381-7906

Barbara Halsey, Director

Funded by Title I of the Workforce Investment Act of 1998

## REQUEST FOR PROPOSAL (RFP) TIMELINE

RFP ISSUE DATE	February 28, 2006
NEWSPAPER ADS	March 1 – 7, 2006
MANDATORY RFP WORKSHOP	March 9, 2006
DEADLINE TO SUBMIT TECHNICAL RFP QUESTIONS	March 16, 2006
ANSWERS TO RFP QUESTIONS POSTED TO WDD WEBSITE	March 20, 2006
▶ <b>DEADLINE TO SUBMIT PROPOSAL</b> ◀	<b>April 5, 2006</b>
REVIEW OF PROPOSALS	April 6 – 13, 2006
STAFF RECOMMENDATIONS TO YOUTH COUNCIL	April 19, 2006
YOUTH COUNCIL RECOMMENDATIONS TO LWIB	May 1, 2006
PRELIMINARY APPROVAL / DENIAL LETTERS ISSUED	May 2, 2006
CONTRACT PREPARATION	May 3 – 29, 2006
<b>DEADLINE TO RETURN SIGNED CONTRACTS</b>	<b>May 30, 2006</b>
CONTRACTS TO BOARD OF SUPERVISORS	June 13, 2006
CONTRACTORS' TRAINING	June 20, 2006
PARTICIPANT RECRUITMENT & ELIGIBILITY DETERMINATION PERIOD	July 1, 2006 – Sept 30, 2006
CONTRACT EFFECTIVE DATE	July 1, 2006
PROGRAM SERVICES COMMENCE	July 1, 2006
LAST DAY TO FULFILL REQUIREMENT FOR ENROLLMENT OF ELIGIBLE PARTICIPANTS	September 30, 2006

## SPECIAL INFORMATION NOTICE

CURRENTLY, CONGRESS IS CONSIDERING LEGISLATION TO REAUTHORIZE THE WORKFORCE INVESTMENT ACT (WIA). THE COUNTY RESERVES THE RIGHT TO CANCEL OR MODIFY THIS RFP OR THE SCOPE OR FUNDING OF AN APPROVED WIA PROGRAM TO ANY EXTENT NECESSARY TO ENSURE COMPLIANCE WITH STATE AND/OR FEDERAL GUIDELINES ONCE REAUTHORIZATION SIGNED OR IF AVAILABLE WIA FUNDING IS IMPACTED DUE TO THE FEDERAL AND/OR STATE BUDGET APPROPRIATION'S. THIS MAY OCCUR ANYTIME PRIOR TO OR DURING IMPLEMENTATION OF THE WIA PROGRAMS FOR PY 2006-2008. THEREFORE, ALL SUCCESSFUL PROPOSERS MUST DEMONSTRATE THE CAPABILITY TO MODIFY THEIR PROGRAM DESIGN TO COMPLY WITH THE NEW REGULATIONS AND/OR CHANGES TO AVAILABLE FUNDS.

IT IS ANTICIPATED THAT, AMONG, OTHERS, THE FOLLOWING AREAS MAY BE AFFECTED IF THE REAUTHORIZATION BILL IS SIGNED:

- PERCENTAGE OF ALLOCATION FOR IN-SCHOOL AND OUT-OF-SCHOOL FUNDS
- DEFINITION OF OUT-OF-SCHOOL YOUTH
- CHANGES TO THE PERFORMANCE MEASURES

**WORKFORCE INVESTMENT ACT (WIA)  
YOUTH SERVICES  
REQUEST FOR PROPOSAL**

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**WORKFORCE INVESTMENT ACT (WIA)  
YOUTH SERVICES  
REQUEST FOR PROPOSAL**

**PART I – INFORMATION**

**A. INTRODUCTION**

The County of San Bernardino through its Local Workforce Investment Board (LWIB) Youth Council is seeking proposals from organizations to conduct 24-month programs providing youth services as allowed under Title I of the Workforce Investment Act (WIA). The County of San Bernardino through the Workforce Development Department (WDD), hereafter referred to as the “County,” is the designated entity that will be administering the WIA youth funds through a contractual agreement with the selected proposer.

**B. CONTACT INFORMATION**

The primary point of contact for information on this program is:

Jeanette Hill  
County of San Bernardino  
Workforce Development Department  
(909) 381-7908  
(909) 381-7995 Fax  
[jhill@wdd.sbcounty.gov](mailto:jhill@wdd.sbcounty.gov)

Questions concerning this RFP, the application process, or programmatic issues, should be submitted by fax or e-mail.

Contact information is provided above; however, County staff cannot assist proposers with the actual preparation of their proposal. During the period of time between the publication date of the RFP and the deadline date to submit technical RFP questions, the County can only respond to technical questions about the RFP submitted by fax or e-mail.

**C. PROPOSAL DUE DATE**

**The Due Date Is: April 5, 2006.**

The RFP can be downloaded from the San Bernardino County Purchasing website (<http://170.164.50.2/rfp/rfplist.htm>) and the Workforce Investment Board website ([www.csb-win.org/wib/rfp](http://www.csb-win.org/wib/rfp)). Once you have downloaded the RFP, please contact Joni Smith at (909) 386-5131 to put your name on the list of respondents known to have received the RFP. The County, at its discretion, may revise any part of this RFP. These revisions will become addendums to the RFP and will be posted on the LWIB website and San Bernardino County’s purchasing website. The County reserves the right to make changes to the RFP based on revisions or clarifications in Workforce Investment Act (WIA) Regulations, state legislation, or other guidance provided by the state or federal government or the LWIB.

**All proposals must be delivered or received by the due date.** All proposals delivered in person will be time stamped by WDD. **Proposals received after the due date and time specified will be disqualified from this RFP process.** All proposers must submit a proposal that is original, (not duplicated from other sources) and developed within the past thirty (30) days. Proposer must submit **one original and two copies** of the proposal to:

County of San Bernardino  
Workforce Development Department  
Jeanette Hill  
215 North D Street, Suite 301  
San Bernardino, CA 92415-0046

#### **D. ELIGIBILITY**

Proposals may be submitted by any public educational institution, community-based organization, non-profit agency, or government agency serving San Bernardino County youth between the ages of 14 and 21. Agencies should have facilities and staff in San Bernardino County, or present in their proposal, a plan describing how they would (1) provide services and (2) a timeline for when services to clients would begin. The Local Workforce Investment Board (LWIB) strongly urges partnerships and coordination between youth service providers, and providers must be willing to work with the Employment Resource Center (ERC). Attendance at a one-day orientation training session and regular meetings is mandatory. Any organization or person currently operating a WIA Youth Program under contract with the County, shall not be eligible to submit a proposal or receive a contract under this RFP if such organization or person has any outstanding Corrective Action Tracking System (CATS) items either at the time the proposal is submitted or prior to the award of a contract under this RFP.

Proposers may elect to serve in-school youth only, out-of-school youth only or a combination of both. The County will negotiate the associated activities and services that are deemed appropriate and necessary to serve the targeted youth. Proposers shall describe how they will design and/or implement these activities and services should the County desire to include them as contractual items.

**Recruitment:** Contractors are responsible for the recruitment and enrollment of eligible youth participants in accordance with the provisions of Section IV (E). Proposers must submit a separate recruitment plan, explaining in detail, how they plan to recruit youth participants into the program. The plan would include, but not be limited to, areas of recruitment, what schools that will be targeted, and any existence of a waiting list. Additionally, a separate recruitment plan must be submitted for out-of-school youth.

**Eligibility Determination:** Contractors are responsible for initial determination of the WIA eligibility of all youth participants recruited to its program. The supporting documents of all necessary eligibility source documents must be provided to the Employment Resource Centers. The County will have final eligibility determination for all youth participants which includes the completion of the WIA application, verification of the information provided for the application and determining if the individual, who has applied, meets the criteria required by 20 CFR Sections 664.200, 664.220 and 664.250. In addition, a system shall be in place to ensure that the necessary WIA documents that report program activities will be submitted in the timeframe required by the LWIB.

**Initial Assessment:** Contractors are responsible for conducting an initial assessment of all participants. All participants will be given an objective assessment that is a client-based diagnostic approach, aimed at determining the participant's level of need. The assessment shall include, but is not limited to, basic skills, occupational skills, interests, aptitude, work readiness skills, and supportive service needs. Prior to the end of the program, youth must be post-tested, using the same test as was used for the pre-test, and scores recorded for determining skill attainment. All assessment tools must be standardized. See "Definitions" for a listing of required / acceptable assessment tools.

Orientation: All participants will receive information from the County on the full services that are available through WIA Title I youth programs and all services that are available through the San Bernardino County Employment Resource Centers. The orientation is designed to provide youth with the opportunity to begin a self-directed assessment through registration into the San Bernardino County website, also known as WIN, located at [www.csb-win.org](http://www.csb-win.org) and become aware of their rights to receive WIA services and an appeal process.

Individual Service Strategy (ISS): Contractors shall develop the ISS in conjunction with each participant. The ISS shall identify primary educational and employment goals, and describe the training activities and appropriate services the youth will receive to achieve those goals. The ISS must be reviewed quarterly and adjusted, as necessary, to evaluate the progress of the participant's services and activities. This continued evaluation will ensure progress is being made toward the achievement of the participant's employment goals and training objectives.

#### **E. MANDATORY RFP WORKSHOP**

**MANDATORY RFP Workshop is scheduled for: March 9, 2006.**

The RFP will be reviewed at the workshop. All prospective proposers must attend this workshop. Prospective proposers are also encouraged to submit questions in advance of the workshop to the contact person identified in paragraph B of this Part. To ensure a fair and objective evaluation, answers to questions from the workshop will be posted on the LWIB website at [www.csb-win.org/wib/rfp](http://www.csb-win.org/wib/rfp) and on the San Bernardino County Purchasing website at <http://170.164.50.2/rfp/rfplist.htm>. All technical questions received prior to March 16, 2006, will be posted on the website. **The workshop will be held at the Workforce Development Department, 215 North D Street, Suite 201, San Bernardino CA.**

#### **F. AWARD CONSIDERATIONS AND AWARD PERIOD**

This RFP offers proposers the opportunity to submit proposals for funding programs that provide services in the following four WIA priority elements:

1. Occupational skill training;
2. Paid/unpaid work experiences, internships and job shadowing;
3. Leadership Development.
4. Tutoring, study skills training, and instruction leading to the completion of secondary school including dropout prevention strategies

**Proposers have the option of including any combination of the required elements into their proposals. To be eligible to receive a contract award, a proposer must provide services in at least two of the four elements listed above.** In the event of a tie in rating score between two proposals, and when the number of priority elements provided is the same in each proposal, consideration may be given to proposals containing additional WIA elements as listed in paragraph H. 1. of this Part. The additional elements must not be duplicative of the four priority elements.

For those proposals requesting funding for multiple priority elements, evaluators will score each priority element separately. The rating process may indicate that one or more of the elements are not competitive for funding and may result in a reduced award. The reduction will be commensurate with the non-competitive element(s).

The intent of this RFP is to fund projects that serve WIA registered youth who live in San Bernardino County.

The anticipated contract period is **July 1, 2006 through June 30, 2008**. This term may vary depending on contract negotiations.

**Note: In anticipation of common measures being implemented, all proposers are required to include a strategy that addresses literacy and numeracy gains for participants and a method to collect and report on these measures.**

## **G. PREPARING A PROPOSAL**

The forms in Part IV include the following components required for a complete proposal:

1. Proposal Cover Sheet
2. Letter of Authorization
3. The Service Provider Information Summary
4. The Budget Forms (2 pgs)
5. Leveraged Resources
6. Linkages
7. Job Description / Résumé of Key Personnel
8. Contracting Experience
9. Credit Authorization
10. Geographic Areas

**Note: Failure to include all of the required components will result in a reduced score or disqualification. The County will not advise a proposer that his/her proposal is incomplete prior to rating or disqualification.**

This RFP is not in itself an offer to contract nor does it commit the Workforce Investment Board or the County of San Bernardino to fund any proposal submitted.

The "Definitions" (at the beginning of Part II of this RFP) are provided to assist in understanding this RFP and assist proposers in the development of the proposals.

Use of professional proposal writers is discouraged, since the quality of the proposal is one method for evaluating the skills of the staff and the ability of the organization to operate the proposed program. All proposal writers who do not work for the proposing organization on an ongoing basis, must be identified and may not be paid proposal writing fees from current or future WIA awards. All proposers must provide information regarding any assistance provided by a grant writer and/or persons not affiliated with proposer. Information shall include the name, title, address and telephone number of the grant writer and/or person. Give a detailed description of grant writer's responsibility and involvement should the proposer be awarded a contract.

All proposals become the property of the County of San Bernardino. It is understood and agreed that the proposer claims no proprietary rights to the ideas or written materials contained in or attached to its proposal.

## **H. WIA YOUTH PROGRAM AND RFP INFORMATION**

### **1. WIA Program Overview**

Under WIA, the main focus of the youth program is long-term academic and occupational learning opportunities for youth. The goal is to increase employment, job retention and earnings by developing the work/career potential of youth. WIA requires local youth programs to provide the following ten elements:

- a. tutoring, study skills training, and instruction leading to the completion of secondary school including dropout prevention strategies;

- b. alternative secondary school services;
- c. summer employment opportunities directly lined to academic and occupational learning;
- d. paid and unpaid work experiences, including internships and job shadowing;
- e. occupational skill training;
- f. leadership development opportunities;
- g. supportive services;
- h. adult mentoring for the period of participant;
- i. follow-up services for not less than 12 months after exit; and
- j. comprehensive guidance and counseling.

Local assessments by and for the County have determined a priority need for youth services in four of the ten elements listed above. Therefore, in accordance with the WIA regulations this RFP seeks to competitively select programs from youth service providers that reflect the four WIA priority elements discussed in the next section.

## 2. Program Priority Elements

The proposer will provide a detailed description in the Project Narrative, as to how the objectives of its proposal will be met for each of the following WIA priority elements contained in its proposal:

### a. Tutoring, study skills training, and instruction leading to the completion of secondary school including dropout prevention strategies

Basic and remedial education will consist of classroom training in reading and mathematics with a focus on literacy and numeracy gains of individual participants. The training may be provided in a traditional classroom setting, in a small group or individualized setting, and/or self-paced computer-based setting. Certified teachers will provide all basic and remedial education.

### b. Paid/Unpaid Work experiences, internships and job shadowing

Work experiences are planned, structured learning experiences that take place in a workplace for a limited period of time. Work experiences may be in the private, for-profit sector, the non-profit sector, or the public sector. Paid internships are placement in the private, for-profit or the non-profit sector. Work experiences are designed to enable youth to gain exposure to the working world and its requirements. Work experiences should help youth acquire the personal attributes, knowledge, and skills needed to obtain a job and advance in employment. The purpose is to provide the youth participant with the opportunities for career exploration and skill development and is not to benefit the employer, although the employer may, in fact, benefit from the activities performed by the youth. It may include summer employment opportunities. Youth participating in paid work experience shall be paid “**minimum**” wage.

### c. Occupational Skills Training (OST)

OST is short-term vocational training that provides participants with the skills necessary to obtain employment leading to self-sufficiency. Formalized agreements may be written for up to 12 months and will combine skills training with employability skills for high-growth industries and occupations to meet the human resource needs of San Bernardino County businesses.

### d. Leadership Development Opportunities

Activities that promote citizenship and leadership development to encourage responsibility, employability, and other positive social behaviors through voluntary community service opportunities, adult mentoring, peer-centered activities, follow-up services, and targeted opportunities.

Leadership development opportunities may include the following:

- i) Exposure to postsecondary educational opportunities;
- ii) Community and service learning projects;
- iii) Peer-centered activities, including peer mentoring and tutoring;
- iv) Organizational and teamwork training, including team leadership training;
- v) Training in decision making, including determining priorities;
- vi) Citizenship training, including life skills training such as parenting, work behavior training, and budgeting of resources;
- vii) Employability; and
- viii) Positive social behaviors.

Proposers are encouraged to develop their proposals in line with the following vision:

**Out of school youth (and those most at risk of dropping out) are an important part of the new workforce “supply pipeline” needed by businesses to fill job vacancies in the knowledge economy. WIA-funded youth programs will provide leadership by serving as a catalyst to connect these youth with quality secondary and postsecondary educational opportunities and high-growth and other employment opportunities. (U.S. Department of Labor, July 2004)**

### **3. Youth Eligibility**

Under WIA, all youth must meet eligibility criteria and be determined eligible for the program prior to enrollment and receipt of WIA funded services. The contractor will work closely with WDD to determine eligibility for targeted youth. San Bernardino County WIA eligibility requirements provide that enrolled youth must be:

- a. a San Bernardino County resident;
- a. economically disadvantaged as determined by WIA regulations;
- b. between the ages of 14-21; and
- c. have one or more of the following barriers to employment:
  - i) deficient in basic literacy skills;
  - i) high-school dropout;
  - ii) homeless, a runaway or a foster child;
  - iii) pregnant or parenting;
  - iv) offender; and/or
  - v) youth who require additional assistance to complete an educational program or to secure and hold employment (this includes youth who are):
    - disabled, including learning disabled,
    - limited English language proficient,
    - attending alternative school,
    - eligible for free meals under the National School Lunch Act,
    - in an abusive relationship that results in a barrier to education or employment,
    - poor work history,
    - substance abuse problems,
    - mental health problems,
    - live in a single parent household,
    - receiving or is part of a family receiving cash public assistance,
    - at risk of dropping out of school, or
    - whose educational attainment is one or more grade levels below the grade level appropriate to their age).

### **4. Use of WIA Program Funds for Youth Activities**

The main thrust of the WIA youth program is to increase the focus on longer-term academic and occupational learning opportunities. Congress has outlined six purposes for use of WIA funds for youth activities:

- a. provide assistance in achieving academic and employment success by improving education and skills competencies, and by providing effective connections to employers;
- b. ensure ongoing mentoring opportunities with adults committed to providing such opportunities;
- c. provide opportunities for training;
- d. provide continued supportive services;
- e. provide incentives for recognition and achievement; and
- f. provide opportunities in activities related to leadership, development, decision-making, citizenship and community service.

The LWIB requires at least 70% of the WIA youth program funds to be spent on out-of-school youth. An out-of-school youth is defined as an eligible youth that is a high school dropout, or has received a secondary school diploma or its equivalent but is basic skills deficient, unemployed or under-employed. [Section 129 of the WIA, Item (c) (4)]

## 5. Program Design Features

- a. The contractor shall provide the following program components:
  - i) recruitment and identification of the target population,
  - ii) provision of supportive services such as: transportation assistance, tools, materials and work-related clothing, and
  - iii) utilization of a case management system.
- b. The contractor will work closely with the Employment Resource Center (ERC) and collaboratively provide the following services:
  - i) determine WIA eligibility and provide program orientation;
  - ii) provide an objective assessment of academic levels, skill levels, and service needs of each participant. The assessment will include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes, supportive service needs, and developmental needs.
  - iii) develop an individual service strategy for each participant that identifies an employment goal, appropriate achievement objectives, and appropriate services for the participant, taking into account the assessment described above.
- c. The contractor will provide at least a minimum of two of the four priority elements:
  - i) Occupational skill training;
  - ii) Paid / unpaid work experiences, internships and job shadowing;
  - iii) Leadership Development Opportunities
  - iv) Tutoring, study skills training, and instruction leading to the completion of secondary school including dropout prevention strategies

Proposals will receive points for each of the four priority elements included. Proposals containing additional WIA elements, as listed in paragraph H. 1. of this Part, which do not duplicate the four priority elements may receive additional consideration during the rating process.

- d. In coordination with the Employment Resource Center, the contractor will track and report on WIA Required Performance Measures.

## 6. Minimum Proposer Requirements

All proposers must:

- a. Be able to certify the organization is not proposed for debarment, presently debarred, suspended, or declared ineligible, as required by Executive Order 12549, "Debarment and Suspension," and implemented by 28 CFR, Part 67, for prospective participants in primary covered transactions.

- b. Demonstrate that the WIA funding requested in its proposal submitted under this RFP will not be over 75% of the organization's gross revenue.
- c. Complete the credit report authorization provided as Attachment IX of this RFP.

**7. Availability of Records**

All records pertaining to service delivery and all fiscal, statistical, and management books and records shall be available for examination and audit by County, Federal, and State representatives. Program data shall be retained locally and made available upon request or turned over to the County. If said records are not made available at the County's scheduled monitoring visits the Contractor may, at the County's option, be required to reimburse the County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the following month's claim for reimbursement.

**WORKFORCE INVESTMENT ACT (WIA)  
YOUTH SERVICES  
REQUEST FOR PROPOSAL**

**PART II – INSTRUCTIONS**

**DEFINITIONS**

<b>Term</b>	<b>Definition</b>
Activity	The specific steps or actions that a project takes to achieve a measurable objective.
Administrative Agency or Contractor	The agency or organization designated on the Proposal Cover Sheet who is the programmatic recipient of the WIA funds and will accomplish the planned objectives and program goals.
Community-Based Organization (CBO)	A nonprofit, public benefit corporation as described in Section 501(c)(3) of the Internal Revenue Service Code.
Equal Employment Opportunity Plan (EEOP)	A comprehensive plan that analyzes the agency's workforce and all agency employment practices to determine their impact on the basis of ethnicity and gender.
EEOP Guidelines	Extensive description of state and federal civil rights requirements and what constitutes an EEOP (samples, forms, etc.). The document was prepared to assist contractors in ensuring nondiscrimination and in the development, implementation, and/or improvement of their EEOP for compliance with the law.
Contract	The document executed by the Chairman of the Board of Supervisors, on behalf of the County of San Bernardino, and the contractor which creates a legally binding agreement for the performance of certain services by contractor for compensation paid by the County, a sample copy of which is attached to this RFP.
Contract Funding Period	The period of time, determined by the RFP or the application for Continuation Funding (REAP/RFA), which the Project Narrative, Objectives, Activities, and Budget cover. The time period is usually one year, and is shown on the first page of the Contract.
Contractor	A proposer that is awarded a contract by the County Board of Supervisors to provide a WIA Youth Program pursuant to this RFP.
County	The County of San Bernardino.
Objectives	A set of quantifiable projections to be carried out in order to accomplish the program goals.
Formalized Agreement	A formal agreement between two agencies that specifies the responsibilities of each agency in implementing the project.
LWIB or WIB	The San Bernardino County Local Workforce Investment Board.
Participant	Any youth that is eligible and accepted into a WIA Youth Program provided by County through a qualified proposer.
Program	A specific set of goals and objectives established pursuant to legislative, congressional, or administrative action identifying an unmet need of the criminal justice system or victim services and supported by a set appropriation from state or federal funding sources.

<b>Term</b>	<b>Definition</b>
Proposer	Any eligible person or organization that prepares and timely submits a proposal that is responsive to this RFP.
Request for Proposals (RFP)	This Request for Proposals for Year Round Youth Programs for PY 2006-2008.
Single Source	A contract process used when one supplier can be documented as being uniquely positioned to provide the service.
Sole Source	A contract process used when a specific supplier can be identified as the only supplier able to provide the services required by the department.
Workforce Development Department (WDD)	The County of San Bernardino Workforce Development Department.
Alternative Education	A student need-based school or program that is an alternative to the school in which the student would normally be enrolled. Participation in alternative education must have as its major objective the attainment of a high school diploma or its equivalent.
Apprenticeship	The apprenticeship-training program is a cross between on-the-job training and theoretical and practical classroom instruction, to prepare exceptional workers for American industries. The content of the apprenticeship training program curriculum is driven by industry needs resulting in workers with skills that are in high demand. ( <a href="http://www.doleta.gov/atels_bat/pdf/fsfront.pdf">www.doleta.gov/atels_bat/pdf/fsfront.pdf</a> )
Assessment	Assessment includes a review of educational skill levels, occupational skills, prior work experience, employability, interests, aptitudes (including interest in non-traditional jobs), and supportive service needs. Where appropriate, recent assessments (within 1 year) could be used in lieu of additional assessment. The goal is to accurately evaluate the youth in order to develop an appropriate service strategy to meet his/her individual needs.
Assessment Tools	The following are state-approved testing instruments that can be used to assess participant skill levels: <ol style="list-style-type: none"> <li>1. Adult Basic Learning Examination (ABLE)</li> <li>2. DOL Workplace Literacy Test (DOL-WLT)</li> <li>3. Adult Literacy Test (ALT) Simon &amp; Schuster</li> <li>4. Basic Occupational Literacy Test (BOLT)</li> <li>5. California Achievement Test (CAT)</li> <li>6. Career Ability Placement Survey (CAPS)</li> <li>7. CASA Appraisal</li> <li>8. CASAS Survey Achievement Tests</li> <li>9. General Aptitude Test Battery (GATB)</li> <li>10. Iowa Test of Basic Skills (ITBS)</li> <li>11. Metropolitan Achievement Test (MAT)</li> <li>12. Tests of Adult Basic Education (TABE)</li> <li>13. Wide Range Achievement Test (WRAT)</li> <li>14. Numeracy and Literacy</li> <li>15. Other – Any other assessment instrument must be pre-approved through the Workforce Development Department</li> </ol>

Term	Definition
At-Risk of Dropping Out (High School)	<p>A youth who meets one or more of the following criteria:</p> <ol style="list-style-type: none"> <li>1. Two grades below his/her age group</li> <li>2. Is a formal referral by a school counselor, probation officer or other agent documenting chronic attendance problems, or other indicators of a high potential to drop out that have been adopted by the Local Education Agency (LEA) as criteria for identifying potential dropouts</li> <li>3. Is on their school's D and F list, or has failing grades as evidenced by a report card, and</li> <li>4. Did not pass the High School Proficiency Test.</li> </ol>
Barriers to Employment	<p>Any demonstrable characteristic(s) of a proposer that has served to limit, hinder or prohibit that person's opportunities for employment and/or promotion. Examples of barriers to employment for youth are: limited English language proficiency, teenage parenting, individuals with disabilities, substance abuse, homelessness, basic skills deficiency, welfare assisted youth.</p>
Basic Skills Deficient	<p>An individual that has English reading, writing, or computing skills at or below the 8th grade level (8.9) on a generally accepted standardized test or a comparable score on a criterion-referenced test.</p>
Basic Literacy Skills Deficient	<p><b>Computes or solves problems, reads, writes or speaks English at or below the eight grade level (8.9); on a generally accepted standardized test or a comparable score on a criterion referenced test, or is unable to compute or solve problems, read, write, or speak English at a level necessary to function on the job, in the individual's family, or in society.</b></p> <p>Note: An individual with a score of 1 or 2 on the Quick Informal Assessment (QIA) (for non- or limited English speakers) is considered Basic Literacy Skills Deficient. If an individual receives a score of 3 on the QIA it is recommended that s/he receive grade level testing to determine if s/he computes or solves problems, reads, or writes at or below grade level 8.9.</p>
Case Management	<p>Refers to the provision of a client-centered approach in the delivery of all encompassing, customized services. This is an activity used to document the general coordination of all other youth services.</p>
Collaborative	<p>A mutually beneficial and well-defined relationship entered into by organizations to achieve common goals. The relationship includes a commitment to mutual relationships and goals, jointly developed structure and responsibility, mutual authority and accountability for success and sharing of resources.</p>
Credential	<p>A nationally recognized degree or certificate or a state/locally recognized credential. Credentials will include, but are not limited to a high school diploma, GED, or other recognized equivalents, postsecondary degrees; recognized skills standards and licensure or industry recognized certificates. Includes all State Education Agency recognized credentials. In addition, WIBs can approve local certificates to recognize successful completion of the training services that are designed to equip individuals to enter or re-enter employment, retain employment, or advance into better employment.</p>
High School Dropout	<p>An individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent. <b>(Does not include a youth attending alternative school)</b>. A youth's dropout status is determined at the time of application and remains in effect throughout her or his participation.</p>

<b>Term</b>	<b>Definition</b>
Employed at Registration	<p>An individual who</p> <ul style="list-style-type: none"> <li>▪ Is currently working as a paid employee or who works in his or her own business, profession or farm,</li> <li>▪ worked 15 hours or more as an unpaid worker in an enterprise operated by a member of the family, or</li> </ul> <p>is one who was not working, but has a job or business from which he or she was temporarily absent because of illness, bad weather, vacation, labor-management dispute, or personal reasons, whether or not paid by the employer for time-off, and whether or not seeking another job.</p>
Exit	A participant completing services, or who has a termination date within the quarter and has not received any WIA services for 90 days, except follow-up, and has no future services scheduled. A WIA Exit Form must be completed.
Goals	Required to be set for and attained for case management and performance measurement for all younger youth participants (ages 14-18). There are three goal types: basic skills, occupational skills and work readiness. Participants may have any combination of the three types of skill goals.
Individual Service Strategy (ISS)	A plan to identify the youth's education and employment goals. The ISS is a living document and must be updated as needed. Updates may include further discussions of education and employment strategies, training options, and training information, barriers to education and/or employment, and the Supportive Services or other services needed to overcome the barriers.
In-School Youth	Attending High School – The individual is not a high school graduate (or equivalent) and is attending any school (including elementary, intermediate, junior high school, secondary or postsecondary, or an alternative school or program whether full or part-time), or is between school terms and intends to return to school.
Internship	A paid or unpaid internship is an opportunity created by an employer to provide an on-the-job practice. This may be done in collaboration with a participant's school, so academic credit and real world work experience can be earned at the same time. Internships are typically for short periods of time and are developed to provide guidance, supervision and evaluation of the youth's work as an intern.
Job Placement	Services provided to assist a youth in obtaining a specific placement in unsubsidized employment.
Job Search Assistance	<p>Means the provision of instruction and support to a participant to give the participant skills in acquiring full time employment. The services provided may include, but are not limited to:</p> <ul style="list-style-type: none"> <li>▪ Résumé writing,</li> <li>▪ Interviewing skills,</li> <li>▪ Labor market guidance,</li> <li>▪ Telephone techniques,</li> <li>▪ Information on job openings,</li> <li>▪ Job acquisition strategies,</li> <li>▪ The provision of office space and supplies for the job search.</li> </ul>
Job Shadow	An unpaid short-term activity offered by an employer who agrees to engage a student to follow or "shadow" them throughout their work day, providing insight on the duties and skills of the position, and information on career tracks.

Leadership Development Activities	<p>Activities that encourage responsibility, employability, and other positive social behaviors such as:</p> <ul style="list-style-type: none"> <li>▪ Exposure to post secondary opportunities</li> <li>▪ Community service and service learning projects</li> <li>▪ Peer-centered activities, including peer mentoring and tutoring</li> <li>▪ Organizational and team leadership training</li> <li>▪ Training in decision making, including determining priorities and</li> <li>▪ Citizenship training, including life skills training.</li> </ul>
Low-Income Individual	<p>The term “low -income individual” means an individual who:</p> <ol style="list-style-type: none"> <li>1. Receives, or is a member of a family that receives, cash payments under a Federal, State, or local income-based public assistance program;</li> <li>2. Received an income, or is a member of a family that received a total family income, for the 6-month period prior to application for the program involved (exclusive of unemployment compensation, child support payments, payments described in (1), above, and old-age and survivors insurance benefits received under section 202 of the Social Security Act (42 U.S.C. 402) that, in relation to family size, does not exceed the higher of: <ol style="list-style-type: none"> <li>a. The poverty line, for an equivalent period; or</li> <li>b. 70% of the lower living standard income level, for an equivalent period; or</li> </ol> </li> <li>3. Is a member of a household that receives (or has been determined within the 6-month period prior to application for the program involved to be eligible to receive) food stamps pursuant to the Food Stamp Act of 1977 (7 U.S.C. 2011 et seq.);</li> <li>4. Qualifies as a homeless individual, as defined in subsections (a) and (c) of section 103 of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11302);</li> <li>5. Is a foster child on behalf of whom State or local government payments are made;</li> <li>6. Is an individual with a disability whose own income meets the requirements of a program described in (1) or (2) above, but who is a member of a family whose income does not meet such requirements.</li> </ol>
Not Employed	<p>An individual who does not meet the definition of employed, or who although employed has received a notice of termination of employment.</p>
Nontraditional Employment	<p>Employment in an occupation or field of work for which individuals of the participant’s gender (both males and females) comprise less than 25% of the individuals employed in such occupation or field of work.</p>
Occupational Skills Training	<p>Short-term vocational skills training that provides participants with the skills necessary to obtain employment leading to self-sufficiency.</p>
Offender	<p>An individual (adult or juvenile) who:</p> <ol style="list-style-type: none"> <li>1. Is or has been subject to any stage of the criminal justice process, for whom services under WIA may be beneficial; or</li> <li>2. Requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.</li> </ol>

On-the-Job Training (OJT)	<p>Training by an employer that is provided to a paid participant while engaged in productive work in a job that:</p> <ol style="list-style-type: none"> <li>1. Provides knowledge or skills essential to the full and adequate performance of the participant</li> <li>2. Provides reimbursement to the employer of up to fifty percent (50%) of the wage rate of the participant</li> <li>3. Is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.</li> </ol>
Out-of-School Youth	<p>An eligible youth who is a (high) school dropout; or an eligible youth, who has received a secondary school diploma or its equivalent, but is basic skills deficient, unemployed, or underemployed. This definition includes:</p> <ol style="list-style-type: none"> <li>1) Youth who are not attending high school or those who have been dropped from school enrollment;</li> <li>2) Youth who have completed secondary school (either attaining a high school diploma or GED) and are basic skills deficient, under-employed or unemployed; or</li> <li>3) Youth attending postsecondary education and are basis skills deficient.</li> </ol>
Poor Work History	<p>Individual has not worked full-time in unsubsidized employment for more than 13 consecutive weeks in the last 12 calendar months or has a sporadic work history.</p>
Post-Secondary Education	<p>Postsecondary education is a program at an accredited degree-granting institution that leads to an academic degree (e.g. AA, AS, BA, BS). Does not include programs offered by degree-granting institutions that do not lead to an academic degree.</p>
Pregnant or Parenting Youth	<p>An individual under 22 years of age who is pregnant, or a youth (male or female) that provides custodial care for a minor child.</p>
Registration	<p>All youth eligible for WIA services must be registered in order to receive services. At the point of registration, participants are counted for performance measurement purposes.</p>
Secondary School	<p>The term "secondary school" has the meaning given the term in section 14101 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 8801).</p>
Supportive Services	<p>Services such as transportation, child care, clothing/uniforms, work related tools, or license/certification fees that are necessary to enable an individual to participate in activities authorized under Title 1 of WIA and consistent with the provisions of the Act.</p>
Underemployed	<p>Underemployed means an individual who is working part time, but desires full time employment or who is working in employment not commensurate with the individual's demonstrated level of educational attainment.</p>
Unemployed Individual	<p>An individual who is without a job and who wants and is available for work.</p>
Work Experience	<p>Work Experience is defined as a short-term and/or part-time work assignment with an employer or private non-profit agency that is subsidized or unsubsidized and which provides an individual with the opportunity to acquire the skills and knowledge necessary to perform a job, including appropriate work habits and behaviors, and is combined with classroom or other training. Includes internships and job shadowing, not including summer work experience opportunities</p>

Workforce Investment Act (WIA)	Employment and training program legislation that was effective as of July 1, 2000 intended to consolidate, coordinate, and improve employment, training, literacy, and vocational rehabilitation programs in the U.S. (Public Law 105-220—Aug. 7, 1998) ( <a href="http://www.doleta.gov/regs/statutes/">http://www.doleta.gov/regs/statutes/</a> )
Work Readiness Skills	Work Readiness Skills include world of work awareness, labor market knowledge, occupational information, values clarification and personal understanding, career planning and decision-making, and job search techniques (résumés, applications, interviews, and follow-up letters).
Youth Council	A subgroup within each local Workforce Investment Board (WIB), appointed by the local WIB, in cooperation with the chief elected official(s) for the local area. The Youth Council will have membership as designated in WIA and will recommend youth service providers who are selected through a competitive process, conduct oversight of eligible providers of youth activities and coordinate youth activities and other duties determined to be appropriate by the local WIB.

The instructions in this Part correspond to each of the proposal components, as well as to the forms provided in Part IV.

Proposers must use the forms provided or computer-generated forms, and plain 8½” x 11” white paper for the project narrative sections. If computer-generated forms are used, they must duplicate the County forms and must not allow the proposer more space than that provided on the County forms. Proposer must ensure information requested by the RFP instructions is included in the appropriate section of the proposal to receive credit. If a space limitation is specified for a component, strict adherence to the space limitation is required. All pages in the proposal must be numbered.

The proposer’s project proposal may be included, in whole or in part, in the contract as the scope of work.

Proposals must be typed with characters no smaller than standard 12-pitch font. **Proposers must double-space all narrative sections of the proposal.**

Copies of the proposal must be assembled separately and individually fastened in the upper left corner. **Do not bind the proposal.**

Failure to comply with these spacing/formatting requirements is one of the many factors that may negatively impact a proposal’s comprehensive assessment score.

**A. THE PROJECT NARRATIVE – The entire Project Narrative is limited to fifteen (15) pages.**

The project narrative is the main body of information describing the problem to be addressed, the plan to address that problem through appropriate and achievable objectives and activities, and the ability of the proposer to implement the proposed plan.

1. **Problem Statement** – The Problem Statement is limited to three (3) pages. Clearly state the problem in providing services to WIA youth in relation to the four priority elements of this RFP. Describe the problems associated in reaching WIA eligible youth living in San Bernardino County.
2. **Plan and Implementation** –This section is limited to eight (8) pages.
  - a. Present the plan to address the problem identified above and what the program intends to accomplish. Include one or more of the four priority elements and any additional WIA elements, outline the goals, objectives, activities, and timelines for addressing how the selected element(s) support the identified problem.

- b. WIA serves youth 14 to 21 years of age and requires that at least 70% of the funds must be used on out-of-school youth. Describe the number and characteristics of the target group to be served. Further discuss how many younger youth (ages 14-18) and how many older youth (ages 19-21) will be served and how the plan will ensure that at least 70% of the funds are used to serve out-of- school youth. All in-school youth must have senior status and expect to receive a high school diploma or equivalent by the end of the 3<sup>rd</sup> quarter after the exit quarter.
- c. Describe the geographical areas to be served. Target areas identified on Attachment X.
- d. Describe how the proposer will implement the plan of service. Include the applicable components such as:
  - i. outreach and recruitment;
  - ii. case management;
  - iii. program services i.e. tutoring, study skills training, and instruction leading to the completion of secondary school including dropout prevention strategies; paid/unpaid work experiences, internships, and job shadowing; occupational skill training; leadership development;
  - iv. supportive services;
  - v. cost per participant; and
  - vi. program timeline that reflects the major activities, person (people) responsible and date of completion.
- e. Administrative and Staffing Plan – Describe the proposed program’s management plan and staff positions.

Complete a “Job Description/Résumé of Key Personnel” (see Attachment VII of this RFP) for all key personnel who will be involved in administering a contract resulting from this proposal.

Provide a copy of your current organizational chart showing all major functions and components and the names of persons occupying named positions.

If the award of a contract based on this proposal will require your organization to obtain additional staff, provide a detailed explanation of the type of positions required, and when personnel will be available. The costs associated with the addition of these personnel must be calculated into the proposed total cost of your program.

- f. Subcontracting / Formalized Agreements – If subcontracting, the proposer must submit written justification for subcontracting if any portions of the proposed services/activities are contracted out to another agency/organization. Attach a statement from each potential subcontractor, signed by a duly authorized officer, employee, or agent of the organization / agency, that includes the name and address of the organization/agency, type of work to be performed and percentage of the total work to be subcontracted. The statement must also include that the subcontractor will perform all work as indicated and will comply with all WIA regulations, state or federal laws. The proposer shall be responsible for the performance of the subcontractor. If **not subcontracting**, the proposer should provide a statement to that effect.
- g. Administrative and Fiscal Capacity – Briefly describe the administrative and fiscal capacity of the proposer to fulfill WIA-required documentation such as:
  - i. collecting data and preparing WIA required quarterly reports;
  - ii. preparing and submitting monthly financial statements;
  - iii. handling of corrective actions/findings; and

iv. specifically address the person (people) responsible and their job title.

**3. Program Performance Measures & Outcomes – This is limited to 4 pages.**

State quantifiable and measurable performance measures. In chart or table format, clearly indicate how the required performance measures will be tracked, reported, and the how the source documentation will provide sufficient verification that performance measures will be accomplished. The chart should include information that covers the number of youth to be served, whether they are younger or older youth, the program's services or activities, outcomes, measurement tools and documentation, and performance indicators.

**Following is a sample chart:**

Activities or Services	Outcomes	Measurement Tool/ Verification	Performance Indicators	
			Program Performance Measures	WIA Mandated Performance Measures

In preparing this portion of the proposal, refer to the Attachment A of this RFP that contains the WIA Mandated Performance Measures. Proposers must demonstrate that the performance measures contained the proposal will allow the County to comply with the WIA Mandated Performance Measures. As discussed below in this RFP, the required performance measures will be used by the County to hold contractors accountable for achieving the performance outcomes imposed on the County for WIA funded youth programs.

**B. THE PROJECT BUDGET**

The purpose of the Project Budget is to demonstrate how the project will implement the proposed plan with the funds available through this program. The budget is the basis for management, fiscal review, and audit. Project costs must be directly related to the objectives and activities of the project. The budget must cover the entire contract period. In the budget, include **only** those items that you want covered by WIA funds. Projects may supplement WIA funds with funds from other sources.

The proposer shall develop a **line-item** budget that will enable the proposal to meet the intent and requirements of the program, ensure the successful implementation of the project, and be cost-effective. The proposer should prepare a realistic and prudent budget avoiding unnecessary or unusual expenditures that would detract from the accomplishment of the objectives and activities of the project. The following information is provided to assist in the preparation of the budget. Strict adherence to all required and prohibited items is expected. **Where the proposer does not budget for a required item, the proposer assumes responsibility for the cost of that item.** Failure of the proposer to include required items in the budget does not affect the proposer's responsibility to provide those items during the implementation of the project. **All expenses incurred prior to the contract being awarded and the agreement fully executed are the responsibility of the proposer.**

**1. The Budget Narrative - The Budget narrative is limited to two (2) pages.**

Proposer is required to submit a narrative with the project budget. The narrative must be typed and placed in the proposal in front of the budget pages. In the narrative describe:

- a. how the project's proposed budget supports the stated objectives and activities in the project,
- b. how funds are allocated to minimize administrative costs and support direct services,
- c. how funds allocated support the requirement for at least 70% of the funds be spent on out-of-school youth,

- d. the duties of project-funded staff, including qualifications or education level necessary to the job assignment,
- e. how project-funded staff duties and time commitments support the proposed objectives and activities,
- f. proposed staff commitment/percentage of time to other efforts, in addition to this project, and
- g. the necessity for subcontracts and unusual expenditures.

**2. Budget Form - The budget form is only 2 pages.**

There is a Budget Form in the Forms Section (Part IV) listing two major budget categories:

- Program Costs, and
- Administrative Costs.

Each budget category requires additional line item detail that addresses the method of calculation and justification for the expense. Enter the amount of each line item. All charges must be clearly documented **and rounded off to the nearest whole dollar.**

**3. Organizational Chart**

The Organizational Chart should provide a clear and detailed depiction of the structure of the proposer organization, and the specific unit within the organization that will be responsible for the implementation of the project. A current résumé of all personnel included on the organizational chart will be attached. This chart should also depict supporting units within the organization (e.g., the Accounting Unit) and depict the lines of authority within the organization. Job titles on the Organizational Chart should match those in the Budget and Budget Narrative.

**4. Formalized Agreements**

Formalized Agreements must be dated and contain original signatures, titles and agency names for both parties. This document must demonstrate a formal system of networking and coordination with other agencies and the project. Those submitted with the proposal must be effective for the proposed program year. For the purpose of this RFP, the terms “Formalized Agreement” and “MOU” are synonymous. A sample Formalized Agreement is provided in Attachment B.

**5. Program Costs**

Program expenses are defined as necessary expenditures exclusive of personnel salaries, benefits and participant costs. Such expenses may include specific items directly charged to the project. The expenses must be program-related (e.g., to further the program objectives as defined in the contract award) and be encumbered during the contract period.

The following items may fall within this category: consultant services such as subcontractors who are not employed by the proposer, travel, office supplies, training materials, software, telephone, postage, printing, facility rental, and other consumable items.

**6. Administrative Costs**

These costs are defined as costs of operations related, required, and incurred for official business in coordination of those functions under WIA. Some examples include accounting, financial, procurement and purchasing, payroll, personnel management, resolution of findings, and general legal services. **Administrative/ Indirect costs are capped at 10%.**

**7. Participant Costs**

Participant Costs include the cost of items that are spent directly on individual participants and are tracked by individual enrollment. Possible costs include participant supportive services (transportation and ancillary items), participant wages, participant supplies, and participant tuition and fees incurred to achieve participant goals, objectives, and activities.

## **8. In-Kind / Leveraged Funds**

In-Kind and or leveraged funds are funds from non-WIA sources that will be used to help operate the project. Provide at least an additional 35% of leveraged or other funding to supplement the amount requested in the organization's proposal. No more than 20% of the additional funding may be from in-kind services/contributions. The remaining leveraged funding must be from other sources.

## **9. Prohibited Expense Items**

The following is a list of prohibited items:

### **a. Automobiles**

Purchase or lease of automobiles is not allowable budget items.

### **b. Lobbying**

WIA funds cannot be used for lobbying activities.

### **c. Fundraising**

WIA funds cannot be used for organized fundraising, including financial campaigns, endowment drives, solicitation of gifts and bequests, or similar expenses incurred solely to raise capital or obtain contributions.

### **d. Real Property and Improvements**

Real property, including land, land improvements, structures and their attachments, and structural improvements and alterations are not allowable.

### **e. Interest**

The cost of interest payments is not an allowable expenditure, unless the cost is a result of a lease/purchase agreement.

### **f. Membership Dues**

The cost of membership dues for projects involved in the licensing or credentialing of professional personnel is not an allowable expenditure, unless it is part of a governmental negotiated benefit package.

### **g. Professional License**

The cost of a professional license is not an allowable expenditure.

### **h. Annual Professional Dues or Fees**

The cost of professional dues or fees is not an allowable expenditure, unless it is part of a governmental negotiated benefit package.

### **i. Charges, Fees and Penalties**

Finance charges, late payment fees, penalties, and returned check charges are not allowable expenditures.

### **j. Depreciation**

Depreciation charges are not allowable expenditures.

## **C. THE PROPOSAL APPENDIX**

The proposal appendix provides the County with additional information from the proposer to support components of the proposal.

**WORKFORCE INVESTMENT ACT (WIA)  
YOUTH SERVICES  
REQUEST FOR PROPOSAL**

**PART III – ADDITIONAL INFORMATION**

This Part contains additional information that a proposer is strongly encouraged to review in preparing your proposal.

- A. Submitting a Proposal
- B. Selection of Proposal for Funding
- C. Finalizing the Contract Agreement
- D. Administrative Requirements

**Attachments**

- Attachment A – Mandated Performance Outcomes
- Attachment B – Sample Formalized Agreement

## **SUBMITTING A PROPOSAL**

The proposal **(the original and two copies)** must be received by the County no later than **April 5, 2006, by 5 PM.** If the proposal is mailed, it must be **mailed** to the mailing address listed below and the proposer must allow sufficient time for the proposal to arrive by the due date. All proposals received become the property of San Bernardino County and will not be returned.

Mailing Address:

County of San Bernardino Workforce Development Department  
Jeanette Hill  
215 North D Street, Suite 301  
San Bernardino, CA 92415-0041

If the proposal is **hand-delivered**, it must be delivered to the Workforce Development Department, 215 North D Street, Suite 301, San Bernardino, California. The proposal will be date stamped and you may request a receipt. All proposals, hand delivered or mailed, must be received by the specified due date and time. Late proposals will be disqualified from this RFP process.

### **A. SELECTION OF PROPOSAL FOR FUNDING**

#### **1. Proposal Rating**

All proposals received by the deadline will be read and rated by a team consisting of at least three raters. The averaged scores from the raters for the qualified proposals will be ranked numerically to develop a ranked list for each program.

#### **Project Narrative – 70 Points**

##### **Problem Statement: Youth Identification**

- a. Targeted youth groups include school dropouts, pregnant and parenting teens, youth on probation and/or parole, foster youth, and/or youth deficient in basic literacy skills.
- a. Data to support the needs of the youth to be served.
- a. Proposal states recruitment methods used to identify and enroll the targeted groups and specifically the older youth (19 – 21).
- a. The activities are to be age appropriate, interesting and beneficial and likely to attract youth.

##### **Project Plan**

- a. Description of the WIA program elements and how they will be provided. These are: academic enhancement skills; alternative secondary school services; summer opportunities; paid and unpaid work experience; occupational skill training; leadership development opportunities; supportive services; adult mentoring; follow-up services; comprehensive guidance and counseling.
- b. Description of how the program is designed to address recruitment, objective assessment and individual service strategy.

##### **Proposer's Program Implementation**

- a. WIA priority program elements that make this proposal unique are stated and measurable.
- b. The proposer will provide a "custom" program.
- c. The proposer will have the capability to provide all required services.
- d. All sites for outreach, enrollment, and program operations are clearly identified.
- e. Program and service sites are located conveniently for the targeted youth.

### **Program Performance Outcomes**

- a. Proposal states the number of participants expected to be served in each major program area.
- b. Proposal states the short-term benefits for participants in each major program function.
- c. Proposal states the long-term benefits for participants in each major program function.
- d. Skill Attainment Rate goals for younger youth (14-18) are clearly stated.
- e. Diploma/Equivalent Rate goals for younger youth (14-18) are clearly stated.
- f. Retention Rate goals for younger youth (14-18) are clearly stated.
- g. Entered Employment Rate goals for older youth (19-21) are clearly stated.
- h. Average Earning Change goals for older youth (19-21) are clearly stated.
- i. Credential Rate goals for older youth (19-21) are clearly stated.
- j. A strategy to collect customer satisfaction measures from older/younger youth and from employers is clearly discussed.

### **Budget Narrative – 30 Points**

- a. All required information, including staff, operational, and other needed costs, is provided in the required budget format according to instructions.
- b. Line-item budget is accurate and complete.
- c. Proposer has demonstrated that it is fiscally solvent.
- d. Proposer demonstrates multiple funding sources and not WIA-dependent.
- e. The proposer is part of a collaborative partnership with other organizations that are providing innovative staffing approaches and/or in-kind services for the overall project.
- f. The amount of supplemental funding being provided to the program by the proposer is at least 35% of the total funding needed to deliver the proposed services.
- g. Proposer describes the management oversight of the WIA youth program operations and the site location of the administrative activities.

## **1. Funding Recommendations**

Recommendations for funding will be based on the following:

- a. the ranked score of the proposal;
- a. consideration of the funding priorities or geographical distribution of selected proposals as applicable to each program;
- b. prior negative administrative and programmatic performance and compliance as a County-funded project, if applicable; and
- a. proposers that propose programs which exceed \$5,000 cost per participant will receive a lower evaluation score.

In accordance with Federal/State regulations, projects previously funded by the County or the LWIB will be reviewed for past performance, including financial management, progress and annual reports, monitoring results, audit reports, results of credit worthiness and any other relevant information. This review may result in one or more of the following actions: a) the project may not be selected for funding; b) the amount of funding may be reduced; or c) contract award conditions may be placed in the Contract.

Proposers are required to submit: documentation of insurance coverage as required by the County, a copy of the most recent prior year audit, and any suspension requirements from prior contracts. Proposers selected for funding will be required to submit any necessary assurances and documentation before finalization and execution of the awarded contract. **In signing the Proposal Cover Sheet, the proposer formally notifies the County that the proposer will comply with all pertinent requirements included in the standard County contract form as attached. If there are any provisions of the County contract form the proposer cannot comply with, the proposer should so state in the proposal.**

Proposals are first submitted to the WIB Youth Council who makes recommendations for funding to the LWIB. The LWIB then makes final funding recommendations to Board of Supervisors. The Board of Supervisors has the sole authority to make all final decisions for funding and contract authorization.

County staff may conduct a pre-award site review to determine the administrative capacity of the proposer, and to address the ability of the proposer and/or its partners to deliver the proposed services. This review may include a request for appropriate documents (e.g. insurance), completion of Fiscal and Administrative Capacity Policies & Procedures for County and/or LWIB review.

### 1. **Notification Process**

All proposers submitting a proposal will receive written notification of the funding recommendations made by the WIB Youth Council to the LWIB.

### 2. **Rejection of Proposals**

The County reserves the right to reject all or any proposals received pursuant to this RFP. The County will not pay for any information herein requested, nor is it liable for any costs incurred by those submitting proposals. The County reserves the right to select the contractor(s) who will most meet the needs of the County and the proposed program(s); the selection will not necessarily be made solely on cost.

### 3. **Appeals**

- a. An appeal of a **denial of award** can only be brought on the following grounds:
  - 1) Failure of WDD to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
  - 2) There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
  - 3) A violation of State or Federal law.
- b. Appeals will not be accepted for any reasons other than those stated above. All appeals must be sent to:

San Bernardino County Workforce Investment Board  
Attn: Youth Council Chairperson  
215 North D Street, Suite 301  
San Bernardino, CA 92415-0041
- c. Accepted appeals will be processed and reviewed by a panel convened by the Chairperson of the Youth Council and the Director of WDD.
- d. The Youth Council and WDD will consider only those specific issues addressed in the written appeal.

### 1. **Statement of Experience**

A statement that the Proposer is a valid legal entity in the State of California such as a corporation, partnership, etc. Include copies of the official papers showing formation of a corporation, partnership, or sole proprietorship. Include a copy of the current business license, if applicable.

A statement of the number of years the proposer has been in business under the present business name, as well as related prior business names.

A statement that the proposer has the capacity to perform the proposed services.

A statement that the proposer possesses any/all applicable licenses and/or possesses the ability to obtain the required licenses or additional licenses and permits, as necessary.

Complete the Contractor Experience Form (see Attachment VIII of this RFP).

## **2. Financial Statements / Audit Requirements**

Provide a copy of the most recent and complete audit and/or financial statements available for your organization. The financial statements shall be for a fiscal period not more than 18 months prior to the submission date for the proposal. If an audit is of a parent firm, the parent firm shall be party to any contract resulting from the proposal.

If audit and/or financial statements have never been prepared due to the size or newness of an organization, the Proposer must provide, at a minimum, an Organizational Budget, an Income Statement (or Profit and Loss Statement), and a Balance Sheet certified by an authorized representative of the organization.

Exempt from this requirement are individuals who are personally performing the contracted services and governmental agencies.

## **B. FINALIZING THE CONTRACT AGREEMENT**

### **1. Processing Contract Awards**

#### **a. Submission of Additional Materials**

Upon selection of the projects to be funded, contractor(s) will be required to meet with WDD staff to provide additional information prior to funds being awarded. The County is not obligated to fund such projects until the proposer submits correctly completed documents requested by the County and a final contract is fully executed by both the County and the contractor.

#### **a. Contract Award Conditions**

Contract award conditions include any requirements deemed necessary by the County. The County may add one or more contract award conditions to the contract before or after funding. If conditions are added, these will be discussed with the proposer before they are made part of the contract.

#### **a. Contract**

A copy of the executed contract and all the attachments will be sent to the project director. A proposer/contractor shall not incur any costs until the proposer/contractor has received a copy of the fully executed contract. When the executed contract is received, the contractor may begin to submit claims for payment of costs.

#### **a. Contract Award Amounts**

Due to the limited amount of funds available, it may be necessary for the County to reduce the amount of the contract award from that requested by the proposer. In addition, the County reserves the right to negotiate budgetary changes with the proposer prior to executing the contract. If either of these actions is required, the County will notify the proposer prior to

executing the contract. The County reserves the right to cancel or modify this RFP or the scope or funding of the program to any extent necessary to ensure compliance with state and/or federal guidelines once the reauthorization successor legislation is signed, or impacts due to federal and state budget appropriation's process that may increase or decrease available funds.

## **A. ADMINISTRATIVE REQUIREMENTS**

The following requirements apply to projects selected for funding. These requirements are explained below for your planning purposes.

### **1. A Review of WIA Regulations**

The WIA Regulations are accessible on the Internet website at [www.edd.ca.gov](http://www.edd.ca.gov). Contractors can select "Youth", and then select, "Workforce Investment Act (WIA) Youth Services." The WIA Regulations contain information and requirements necessary to the project. Contractors must administer their programs in accordance with the WIA Regulations. Failure to comply with these requirements can result in the withholding of funds or termination of the contract.

### **2. Internet Access**

Funded projects must maintain Internet access with an established e-mail address.

### **3. Monthly/Quarterly Progress Reports and Data Collection**

Funded projects are required to participate in data collection and to submit progress and closeout reports required by the program. All required reports have to describe activities and services provided and the number of participants served in specific activities during the report period. Contractors are required to keep accurate records on a monthly basis to document their progress in achieving the program objectives.

Quarterly reports are due to the County contact person (as designated in the agreement) by the 15<sup>th</sup> of the month following the end of the quarter.

A final program report is due 30 days after the end of the State fiscal year (June 30<sup>th</sup>). The final report should address performance objectives achieved by the project and what lessons were learned that could improve future services. These records must be kept by the contractor for a period of not less than four years. During programmatic monitoring visits, the County will review these records for accuracy and compare them with the reported data submitted on the progress reports.

### **4. Monthly Report of Expenditures and Request for Funds (Claim)**

Projects shall submit a Request for Reimbursement Claim on a monthly basis. The information will be submitted on the form supplied by the County and must include supporting documentation. All claims are due on the tenth (10<sup>th</sup>) day of the following month. The contractor shall provide the County a completed taxpayer identification number and certification form prior to or accompanying the submission of the first claim, if one is not currently on file with the Auditor-Controller's office. All claims must be submitted to the County of San Bernardino, WDD, 215 North D Street, Suite 301, San Bernardino, CA 92415-0041, Attn: Contract Analyst. Delays in submitting these forms will result in the withholding of funds and may result in the termination of the contract award. The County shall release payment through the County Auditor-Controller approximately forty-five (45) days after the receipt of correctly completed documents.

## **5. Monitoring and Evaluation Requirements**

A monitoring visit is an onsite assessment by the County to determine if the contractor and project is in compliance with the terms of the contract, the RFP, and WIA regulations. Contractors and projects will be monitored on a random or as-needed basis. The monitoring will cover all areas of project operation and will review the project's source documentation as substantiation for project goals, objectives, and activities. Any finding requiring corrective action will be documented and include a timeline for completing the corrective actions(s).

In addition to monitoring project compliance, County staff will review program effectiveness. Program effectiveness is determined through the review, assessment, and evaluation of project performance. The determination of program effectiveness can involve either a review of process activities related to service delivery or an assessment of outcomes and the impact of the project on the service population and on the community, or both. Contractors selected for funding may be required to collect and submit data for evaluation purposes. Contractors must have an internal quality control system to monitor progress toward achieving contracted goals, as well as, the quality of program operations, administrative and participant activities.

## **6. WIA Mandated Performance Outcomes**

WIA requires that the County achieve certain performance outcomes for its WIA funded youth programs. As a result, the County is requiring all contractors to achieve these same performance outcomes for their individual WIA funded youth program. The required performance outcomes will be set forth in the final contract.

As discussed above in this RFP, every proposer is required to include in its proposal detailed performance measurements that comply with the WIA Mandated Performance Measurements set forth in Attachment A to this RFP. The performance measurements will be used by the County over the term of the contract to hold the contractor accountable for achieving the required performance outcomes. If a contractor fails to achieve the required outcomes, or if the contractor fails to comply with the performance measurement requirements and renders the County unable to determine whether or not the contractor has achieved the performance outcomes, the County shall have the right to terminate the contract and cease all funding of the contractor's WIA youth program.

## **7. Insurance Requirements**

Provide the name of your organization's general liability and automobile insurance carrier, workers' compensation insurance carrier, and fidelity bond holder (if applicable). Attach a copy of the binder or cover sheet of your current policy showing the limits of coverage and required endorsements. *Note: Proposers awarded a contract with WDD will be required to meet the insurance requirements listed in the Contract in Attachment XI of this RFP prior to Board of Supervisors' approval.*

Proposers MUST include a letter signed by their insurance agent, on their insurance company's letterhead, stating that the insurance requirements in the Contract (Attachment XI of this RFP) can be met and will be included in a policy if a contract is awarded. *Note: Proposers that have these insurance requirements in place and on file with WDD are not required to provide this letter.*

## **8. Information on Former County Administrative Officials**

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must

include a list of former county administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. This list should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

Inaccuracies or Misrepresentations: If, in the course of the RFP process or in the administration of a resulting contract, the county determines that the vendor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the county, the vendor may be terminated from the RFP process or in the event a contract has been awarded, the contract may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

#### **9. Michelle Montoya School Safety Act**

Staff for the youth program should be competent in dealing with the target population (and cultural competency is a primary concern). In providing direct services to minors, the lead agency and its collaborative partners must comply with the Michelle Montoya School Safety Act that requires all staff members working with youth to be fingerprinted and comply with other laws pertaining to youth work.

#### **10. Disclosure of Civil and Criminal Proceedings**

The County reserves the right to request the information described herein from the Proposer. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Proposer. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Proposer also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The Proposer may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last 10 years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm or any of its partners, principals, members, associates or key employees has, within the last 10 years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Proposer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Proposer may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees, within the last 10 years, has been the subject of legal proceedings, as defined herein, arising directly from the provision of services by the firm of those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Proposer will be

asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision, "key employees" includes any individuals providing direct service to the County. "Key employees" does not include clerical personnel providing service at the Proposer's offices or locations.

## ATTACHMENT A

### WIA MANDATED PERFORMANCE MEASURES

#### Older Youth (Age 19-21) Measures

##### 1. Older Youth Entered Employment Rate

*Of those who are not employed at registration and who are not enrolled in post-secondary education or advanced training in the first quarter after exit:*

Number of older youth who have entered employment by the end of the first quarter after exit divided by the number of older youth who exit during the quarter.

##### **Operational Parameters:**

- Individuals who are employed at registration are excluded from this measure (i.e., programs will not be held accountable for these individuals under this measure).
- Employment at registration is based on information collected from the registrant, not on UI wage records.
- Individuals in both employment and post-secondary education or advanced training in the first quarter after exit will be included in the denominator. Individuals who are not employed, but are in only post-secondary education or advanced training in the first quarter after exit are excluded from this measure (i.e., programs will not be held accountable for these individuals under this measure).

##### **Definitions:**

*Post-Secondary Education* - a program at an accredited degree-granting institution that leads to an academic degree (e.g., AA, AS, BA, BS). Does not include programs offered by degree-granting institutions that do not lead to an academic degree.

*Advanced Training* - an occupational skills employment/training program, not funded under Title I of the WIA, which does not duplicate training received under Title I. Includes only training outside of the One-Stop, WIA and partner, system (i.e., training following exit).

##### **Rationale:**

The exclusion of those individuals who move on to post-secondary education or advanced training and not employment avoids the disincentive of penalizing a program for placing an older youth in post-secondary education or advanced training. It better aligns the older youth measures with the younger youth measures which reward programs for moving youth into post-secondary education or advanced training. Those individuals who are excluded from this measure due to entry into post-secondary education or advanced training will be measured in the older youth credential rate.

##### 2. Older Youth Employment Retention Rate at Six Months

*Of those who are employed in the first quarter after exit and who are not enrolled in post-secondary education or advanced training in the third quarter after exit:*

Number of older youth who are employed in third quarter after exit divided by the number of older youth who exit during the quarter.

##### **Operational Parameters:**

- This measure includes all individuals who are employed in the first quarter following exit, except those individuals who are employed in the first quarter and not employed in the third quarter following exit, but are in post-secondary education or advanced training third quarter following exit. These individuals are excluded from this measure (i.e., programs will not be held accountable for these individuals under this measure).
- Employment in the first and third quarters following exit does not have to be with the same employer.

Rationale:

As in the entered employment rate, it would be unfair to penalize a participant who was employed in the quarter after exit, but left employment to start post-secondary education in the third quarter after exit. Therefore, those not employed in the third quarter after exit who are in post-secondary education or advanced training in that third quarter following exit are excluded from the measure.

### 3. **Older Youth Average Earnings Change in Six Months**

***Of those who are employed in the first quarter after exit and who are not enrolled in post-secondary education or advanced training in the third quarter after exit:***

Total post-program earnings (earnings in quarter 2 + quarter 3 after exit) minus pre-program earnings (earnings in quarter 2 + quarter 3 prior to registration) divided by the number of older youth who exit during the quarter.

#### **Operational Parameters:**

- This measure includes the same population as the older youth employment retention measure (regardless of their employment status at registration).
- To ensure comparability of this measure on a national level, the UI wage records will be the only data source for this measure. Therefore, individuals whose employment in either the first or third quarter after exit was determined from supplementary sources and not from UI wage records are excluded from this measure (i.e., programs will not be held accountable for these individuals under this measure).
- Individuals who are not found to be employed in the first quarter after exit are excluded from this measure.
- **States should exclude from this measure any individuals whose entry (registration) date is so far back in time that accessing quarters 2 and 3 of pre-registration wage data is unfeasible or unreasonable.** However, participants excluded from this measure for this reason should still be included in any other applicable measures. For example, the person should still be counted in the retention measure.
- If supplementary sources are the data source for a participant's employment in the 2<sup>nd</sup> and/or 3<sup>rd</sup> quarter prior to registration, that participant is excluded from this measure.

#### **Rationale:**

This measure is designed as a pre- and post-program look at earnings change. Since the legislation specifies earnings at six months after employment, a six-month period was selected for the pre-program comparison. The 2nd and 3rd quarters prior to registration were selected as the pre-program reference period because trends have shown that many program participants experience intermittent or stop-gap employment immediately prior to participating in employment and training programs.

### 4. **Older Youth Credential Rate**

Number of older youth who are in employment, post-secondary education, or advanced training in the first quarter after exit and received a credential by the end of the third quarter after exit divided by the number of older youth who exit during the quarter

#### **Operational Parameters:**

- A credential can be coupled with employment, entry into post-secondary education, or entry into advanced training.
- All older youth exiters will be included in this measure.
- Credentials can be obtained while a person is still participating in services.

#### **Definition:**

*Credential* - nationally recognized degree or certificate or State/locally recognized credential. Credentials include, but are not limited to, a high school diploma, GED or other recognized equivalents, post-secondary degrees/certificates, recognized skill standards, and licensure or

industry-recognized certificates. States should include all State Education Agency recognized credentials. In addition, States should work with local Workforce Investment Boards to encourage certificates to recognize successful completion of the training services listed above that are designed to equip individuals to enter or re-enter employment, retain employment, or advance into better employment.

## **Younger Youth (Age 14-18) Measures**

### **1. Younger Youth Skill Attainment Rate**

***Of all in-school youth and any out-of-school youth assessed to be in need of basic skills, work readiness skills, and/or occupational skills:***

Total number of basic skills goals attained by younger youth plus number of work readiness skills goals attained by younger youth plus number of occupational skills goals attained by younger youth divided by the total number of basic skills goals plus the number of work readiness skills plus the number of occupational skills goals set.

#### **Operational Parameters:**

- The measure should create an appropriate intermediate-type measure for youth who require more services, such as academic and soft skills development, prior to attaining a diploma or equivalency, employment, and post secondary education.
- If a participant is deficient in basic literacy skills, the individual must set, at a minimum, one basic skills goal (the participant may also set work readiness and/or occupational skills goals, if appropriate).
- WIA participants counted in this measure will be all in-school; and any out-of-school youth assessed to be in need of basic skills, work readiness skills, and/or occupational skills.
- All youth measured in this rate must have a minimum of one skill goal set per year and may have a maximum of three goals per year.
- The target date for accomplishing each skill goal must be set for no later than one year.
- The skill goal or the target date set can only be extended if the participant has a gap in service where they are placed in a hold status in which the participant is not receiving services but plans to return to the program. When they enter a hold status, the one-year clock for the goal target date stops. The clock begins again once the participant is no longer in a hold status.
- Goals will fall into the category of basic skills, work readiness skills, or occupational skills. Participants may have any combination of the three types of skill goals (three skill goals in the same category, two skill goals in one category and one skill goal in another, or one skill goal in each category, etc.).
- Success of skill attainment goals will be recorded in the quarter of goal achievement, while failure will be recorded in the quarter one year from the time the goal was set if not attained by such time.

#### **Definitions:**

*Basic literacy skills deficient* - the individual computes or solves problems, reads, writes, or speaks English at or below the 8th grade level or is unable to compute or solve problems, read, write, or speak English at a level necessary to function on the job, in the individual's family, or in society. In addition, States and locals have the option of establishing their own definition, which must include the above language. In cases where States and/or locals establish such a definition, that definition will be used for basic literacy skills determination.

*Basic skills goal* - measurable increase in basic education skills including reading comprehension, math computation, writing, speaking, listening, problem solving, reasoning, and the capacity to use these skills.

*Occupational skills goal* - primary occupational skills encompass the proficiency to perform actual tasks and technical functions required by certain occupational fields at entry, intermediate or advanced levels. Secondary occupational skills entail familiarity with and use of set-up procedures,

safety measures, work-related terminology, record keeping and paperwork formats, tools, equipment and materials, and breakdown and clean-up routines.

Work readiness skills goal - work readiness skills include world of work awareness, labor market knowledge, occupational information, values clarification and personal understanding, career planning and decision making, and job search techniques (résumés, interviews, applications, and follow-up letters). They also encompass survival/daily living skills such as using the phone, telling time, shopping, renting an apartment, opening a bank account, and using public transportation. They also include positive work habits, attitudes, and behaviors such as punctuality, regular attendance, presenting a neat appearance, getting along and working well with others, exhibiting good conduct, following instructions and completing tasks, accepting constructive criticism from supervisors and co-workers, showing initiative and reliability, and assuming the responsibilities involved in maintaining a job. This category also entails developing motivation and adaptability, obtaining effective coping and problem-solving skills, and acquiring an improved self image.

**Rationale:**

There is concern about the potential lack of comparability among States and local areas on this measure. At the same time, local flexibility is important because of the individual service strategy philosophy. With these competing forces, it is important to set some guidelines to ensure comparability, while not being so proscriptive as to prevent participants from setting appropriate goals. Therefore, a maximum of three goals per person in each year is allowable in order to prevent the setting of multiple minimum-level skills goals, while still encouraging participants to set goals in any one of the skill categories.

**2. Younger Youth Diploma or Equivalent Attainment**

***Of those who register without a diploma or equivalent:***

Number of younger youth who attained secondary school diploma or equivalent by the end of the first quarter after exit divided by the number of younger youth who exit during the quarter (except those still in secondary school at exit)

**Operational Parameters:**

- If a younger youth exits WIA while still enrolled in secondary education, the individual is excluded from the measure (i.e., programs will not be held accountable for these individuals under this measure).
- All younger youth (except those still in secondary school at exit and those who have already attained their diploma or equivalent prior to registration) will be assessed in this measure in the quarter after exit.

**Definitions:**

*High School Diploma Equivalent* - a GED or high school equivalency diploma recognized by the State.

**Rationale:**

Those participants who exit WIA while still enrolled in secondary education are excluded from the measure. This exclusion is because some participants may decide to leave the program before finishing high school. It would be impossible for those participants to have attained a diploma or equivalent at the time of exit if they are still enrolled in high school. This measure is intended to motivate program staff to continue services to participants until they attain a diploma or its equivalent.

**3. Younger Youth Retention Rate**

Number of younger youth found in one of the following categories in the third quarter following exit:

- Post-secondary education
- Advanced training
- Employment
- Military service
- Qualified apprenticeships

Divided by the number of younger youth who exit during the quarter (except those still in secondary school at exit).

Operational Parameters:

- If the participant is in one of the placement activities listed above during the third quarter following exit, the individual is counted as successfully retained (the participant does not have to remain in the same activity for the entire retention period, as long as the participant is found in one of the activities during the third quarter).
- If the participant exits WIA and does not enter into any of placement activities by the time retention is measured, the participant is counted in the denominator of the measure and it is reflected as a negative outcome.
- If a younger youth exits WIA while still enrolled in secondary education, the individual is excluded from the measure (i.e., programs will not be held accountable for these individuals under this measure).

Definitions:

*Qualified apprenticeship* - a program approved and recorded by the ETA/Bureau of Apprenticeship and Training (BAT) or by a recognized State Apprenticeship Agency (State Apprenticeship Council). Approval is by certified registration or other appropriate written credential.

*Military service* - reporting for active duty.

Rationale:

This measure assesses retention in the third quarter following exit from the program. The WIA stipulated one measure for younger youth placement and retention. Because of the increasing emphasis on post-program measures, retention was chosen as the focus of this measure. To be consistent with the diploma/equivalency attainment rate and because it would be unfair to penalize those participants who exit while still in secondary school, the denominator of this measure does not include those who exit while still in secondary school.

## ATTACHMENT B

### SAMPLE

**FORMALIZED AGREEMENT / MEMORANDUM OF UNDERSTANDING  
BETWEEN  
(Lead Agency name)  
and  
(Linking Agency / Subcontractor)**

Both parties mutually agree to the following provisions, conditions and covenants.

#### I. TERM OF AGREEMENT

- The term of the agreement shall be from \_\_\_\_\_ through \_\_\_\_\_ unless terminated pursuant to Section VI.
- Subsequent services shall be authorized by a written extension signed by authorized agents of both *Lead Agency* and *Linking Agency/Subcontractor names*.

#### II. Linking Agency / Subcontractor RESPONSIBILITIES

- *Linking Agency name* will provide Adult Mentoring and Leadership Development Services to forty (40) eligible youth who are enrolled in *Lead Agency name* youth program. Hours of training will be Mondays and Wednesdays from 8:00am to 10:00am and 4:00pm to 6:00pm.
- *Linking Agency name* will provide monthly participant progress reports to *Lead Agency name* by the tenth of each month.
- *Linking Agency name* shall provide cooperation in any WIA Youth Program monitoring conducted by *Lead Agency name*, WDD, County of San Bernardino, State or Federal agencies.
- *Linking Agency name* agrees to hold the County of San Bernardino and its authorized agents harmless as a result of linking and/or subcontracting with *Lead Agency name*.

#### III. LEAD AGENCY RESPONSIBILITIES

- Refer eligible youth participants to *Linking Agency name* for adult mentoring and leadership development activities.
- Provide technical assistance to *Linking Agency name* regarding WIA program implementation.
- *Lead Agency name* will monitor work performed under this Formalized Agreement, which relates to WIA Youth participants on a weekly/monthly basis to determine if program objectives are being met. *Lead Agency name* will make a written record of any findings and will share this information with the appropriate agency staff.

#### IV. JOINT RESPONSIBILITIES

- *Lead Agency and Linking Agency name* agree to protect and maintain confidentiality of all clients as specified in the provisions of WIA Section 146 (f) 3 and Section 10850 of the Welfare and Institutions (W&I) Code and Division 19-000 of the Department of Social Services Manual of Policies and

Procedures.

- *Lead Agency and Linking Agency name* shall not discriminate against any clients on the basis of race, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability.
- *Lead Agency and Linking Agency name* will comply with the Workforce Investment Act and its regulations. Reference 20 CFR Part 652, et al. Workforce Investment Act; Interim Final Rules.
- *Lead Agency and Linking Agency name* agree to retain all WIA records in their original form for a period of three (3) years after the termination of this Formalized Agreement MOU or any other pending matters or actions concerning the records.
- Provide excellent customer service to all enrolled youth participants.

#### V. **FISCAL PROVISIONS**

- *Linking Agency name* will receive a flat fee of \$\_\_\_\_\_ for each youth served.
- Compensation for Adult Mentoring and Leadership Development Services/ Activities will not exceed \_\_\_\_\_dollars \$\_\_\_\_\_for the term of this agreement.
- *Linking Agency name* has agreed to provide these services in-kind.
- *Linking Agency name* shall request payments by the fifteen of each month. Payment requests should be sent to the following address:

*Lead Agency Name*

*Lead Agency Address*



**WORKFORCE INVESTMENT ACT (WIA)  
YOUTH SERVICES  
REQUEST FOR PROPOSAL**

**PART IV – FORMS**

**PROPOSAL CHECKLIST AND REQUIRED SEQUENCE**

This checklist is provided to assist the proposer in ensuring that a complete proposal is submitted to the County. Failure to include any of the following elements will result in disqualification of the proposal.

- PROPOSAL COVER SHEET – Attachment I  
signed by the official authorized to enter into Contract.
  
- THE PROJECT NARRATIVE
  - Problem Statement
  - Plan and Implementation
  - Project Evaluation
  
- THE PROJECT BUDGET
  - The Budget Narrative
  - Budget Form – Attachment IV
  - Organization Chart
  - Job Description / Résumé of Key Personnel – Attachment VII
  
- THE PROPOSAL APPENDIX
  - Attachment II
  - Attachment III
  - Attachment V
  - Attachment VI
  - Attachment VIII
  - Attachment IX
  - Attachment X

## PROPOSAL COVER SHEET

<b>(1) Agency/Institution Submitting Proposal</b>	
<b>(2) Project Title</b>	
<b>(3) Project Director</b> (Name, Title, Address, Telephone, Fax, e-mail)	<b>(4) Site Coordinator</b> (Name, Title, Address, Telephone, Fax, e-mail)
<b>(5) Financial Officer</b> (Name, Title, Address, Telephone)	<b>(6) Program Period</b>
	<b>(7) Amount of Funds Requested</b>
	<b>(8) Official Authorized to Sign for Proposal / Contractor</b>  <div style="border-bottom: 1px solid black; width: 80%; margin-bottom: 5px;">Signature</div> <div style="border-bottom: 1px solid black; width: 80%; margin-bottom: 5px;">Title</div> <div style="border-bottom: 1px solid black; width: 20%; text-align: right;">Date</div>

### **Proof of Authority from Governing Board**

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

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

### **Acceptance of County Contract Form**

The initial draft of the County contract form to be used for the agreement is contained in Attachment X. Although the attached draft is subject to revision before execution by the parties, by submission of a proposal, the potential contractor indicates that, except as specifically and expressly noted in its submission, it has no objection to the attached draft or any of its provisions. If selected, the potential contractor will enter into a final agreement based substantially upon the attached draft.

### **Certification of Authority**

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

**LETTER OF AUTHORIZATION (FORMAT)**

Date

Jeanette Hill  
County of San Bernardino  
Workforce Investment Business Resource Office  
215 North D Street, Suite 201  
San Bernardino, CA 92415

Subject: Proposal Submission

As a duly authorized officer or agent of Business/Agency/Organization authorized to sign for and submit proposals on behalf of this organization, I hereby certify and affirm, under penalty of perjury, the following statements:

1. In submitting this proposal in response to the Workforce Investment Act (WIA) Youth Program Title I Request for Proposal (RFP), I certify that the information presented is true and accurate.  
Business/Agency/Organization agrees to provide additional information regarding administrative, financial, and legal status if deemed necessary by the Workforce Development Department (WDD).
2. Business/Agency/Organization will permit official representatives of WDD access to its facilities, staff, and records in conducting a pre-award survey in connection with this proposal.
2. Business/Agency/Organization hereby authorizes WDD to contact any or all of the references and funding or information sources named herein in order to verify credit, funding, accreditation, performance, and other information deemed necessary for review of this proposal.
2. Business/Agency/Organization will provide the product(s) and/or service(s) as described in this proposal at the price stipulated in this proposal from July 1, 2006 to June 30, 2008. The price(s) contained herein is the same charged to all other individuals or organizations contracted for and/or receiving the same product(s) and/or service(s). All material facts presented in this proposal shall be binding and included as part of the contract if this proposal is selected and the contract awarded.
2. The offer presented in this proposal is firm and binding for 120 days from the date listed above.
2. All aspects of this proposal, including costs, have been determined independently, without consultation with any other prospective proposer or competitor for the purpose of restricting competition.
2. Business/Agency/Organization will, if selected and awarded a contract, comply with all applicable rules, laws, and regulations, and the terms of the contract.
2. I, the undersigned, under penalty of perjury, am an agent authorized to submit proposals on behalf of Business/Agency/Organization.

\_\_\_\_\_  
*Signature of Authorized Official*

**Print Name:** \_\_\_\_\_

**Official Title:** \_\_\_\_\_

**SERVICE PROVIDER INFORMATION SUMMARY**

Legal name of organization, firm, or agency: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Type of Organization:  Public (Govt)       Local Education Agency (LEA)  
 Private-For-Profit       Private Non-Profit  
 Other: \_\_\_\_\_

Type of Legal Entity:  Corporation       Sole Proprietorship  
 Partnership       Other: \_\_\_\_\_

Federal ID#: \_\_\_\_\_ State ID#: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Contact Person Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Name(s) of organization(s) and individual(s) who have helped developed the Request for Proposal.

Name	Organization	Address	Telephone

Does your organization currently have a relationship or contract with San Bernardino County, the Workforce Development Department, or the San Bernardino County Workforce Investment Board? If so, attach a separate sheet and please describe.

**TOTAL BUDGET REQUEST - see attachment**

ATTACHMENT IV

**LEVERAGED RESOURCES**

<b>Total Amount</b>		
<b>Name of Agency</b>	<b>Amount per Agency</b>	<b>Type of resources (In-kind, office space, supplies, cash, etc.)</b>

**LINKAGES**

Name of Agency	Program Element(s)

**Program Elements Legend:**

1. Academic Enhancement Skills (AES)
2. Alternative Secondary School Services (AS)
3. Summer Opportunities (SOO)
4. Paid and Unpaid Work Experience (WE)
5. Occupational Skills Training (OST)
6. Leadership Development Opportunities (LDO)
7. Supportive Services (SS)
8. Adult Mentoring (AM)
9. Follow-up Services (FUS)
10. Comprehensive Guidance and Counseling (CGS)

**JOB DESCRIPTION/RÉSUMÉ OF WIA PERSONNEL**

Complete this Attachment for all positions on the Organization Chart that are included in project budget.

Position Title: \_\_\_\_\_

Name of Person Currently In This Position: \_\_\_\_\_

Position is responsible to which person: \_\_\_\_\_

Statement of Position Duties and Responsibilities:

Qualifications and Experience of Person In This Position:

Other Knowledge, Skills, and Abilities of Person In This Position:

Percentage of salary/wages funded by WDD WIA Youth Contact and how determined:

**CONTRACTING EXPERIENCE**

**A. Current contracts in effect:**

Contract Type (e.g., services/training provided)	Contract Period	Contract Amount	Funding Agency	Agency Address / Phone	Contact Person

Check this box if the Proposer does not have any current contracts in effect.

**B. Contracts successfully completed during last two (2) years:**

Contract Type (e.g., services/training provided)	Contract Period	Contract Amount	Funding Agency	Agency Address / Phone	Contact Person

Check this box if the Proposer has not completed any contracts in the last 2 years.

**C. Contracts terminated prior to completion during the last two (2) years:**

Contract Type (e.g., services/training provided)	Contract Period	Contract Amount	Funding Agency	Agency Address / Phone	Contact Person

Check this box if the Proposer did not have any contracts terminated in the last 2 years.



**CREDIT AUTHORIZATION**

Agency or Contractor \_\_\_\_\_

Federal ID Number \_\_\_\_\_

Address \_\_\_\_\_

State ID Number \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Dunn & Bradstreet ID Number (if applicable) \_\_\_\_\_

I, as an authorized representative of \_\_\_\_\_, hereby authorize  
Organization Name

the Workforce Development Department to verify \_\_\_\_\_  
Organization Name

past employment earnings records, bank accounts, stock holdings, taxes, liens and any other assets. I further authorize the Workforce Development Department to order a business credit report and verify other credit information, including past and present landlord references. It is understood that a copy of this form will also serve as authorization.

The information the Workforce Development Department obtains is only to be used in evaluating and determining the financial stability of potential service and training contractors.

Signature of Authorized Representative \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

**GEOGRAPHIC AREAS**

Please indicate areas to serve in the last column.

Region	City/Town included	% Youth Pop. at or below Poverty Level	Area(s) to Serve
West End	Chino	12%	
	Chino Hills	7%	
	Montclair	20%	
	Ontario	18%	
	Rancho Cucamonga	11%	
	Upland	18%	
	San Antonio Heights	18%	
	West End unincorporated sections of San Bernardino County		
Valley	Colton	21%	
	Fontana	15%	
	Grand Terrace	9%	
	Highland	24%	
	Loma Linda	26%	
	Rialto	20%	
	Redlands	19%	
	Yucaipa	15%	
	Muscoy	43%	
	Bloomington	34%	
	Mentone	11%	
	Mtn View Acres	3%	
	Morongo Valley	43%	
	East & Central Valley unincorporated sections of San Bernardino County		
Desert / Mountain Regions	29 Palms (Base)	19%	
	(City)	14%	
	Adelanto	29%	
	Apple Valley	25%	
	Big Bear	3%	
	Big Bear Lake	18%	
	Barstow	23%	
	Crestline	6%	
	Hesperia	16%	
	Lake Arrowhead	17%	
	Needles	31%	
	Victorville	25%	
	Yucca Valley	33%	
	Searles Valley	24%	
	Big River CDP	23%	
	Running Springs	16%	
	Lenwood	10%	
	Nebo Center	5%	
	Wrightwood	5%	
Joshua Tree	25%		
Desert / Mountain unincorporated sections of San Bernardino County			

FOR COUNTY USE ONLY



County of San Bernardino

F A S

STANDARD CONTRACT

<input checked="" type="checkbox"/> New	Vendor Code			<b>SC</b>	Dept. <b>A</b>	Contract Number			
<input type="checkbox"/> Change					JOB				
<input type="checkbox"/> Cancel									
County Department				Dept.	Orgn.	Service Provider's License No.			
Workforce Development Department				JOB		NA			
County Department Contract Representative				Telephone		Total Contract Amount			
Barbara Halsey, Director				(909) 388-4389		\$			
Contract Type									
<input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:									
If not encumbered or revenue contract type, provide reason: _____									
Commodity Code			Contract Start Date	Contract End Date	Original Amount	Amendment Amount			
			7/1/06	6/30/08	\$				
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
SAC	JOB	YTH0	300	3900					
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
Project Name				Estimated Payment Total by Fiscal Year					
_____				FY	Amount	I/D	FY	Amount	I/D
Title I WIA Youth Program				05-07					
Contract Type I									

**THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and**

Name \_\_\_\_\_ hereinafter called \_\_\_\_\_ Service Provider and/or Contractor

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Federal ID No. or Social Security No. \_\_\_\_\_

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, the County desires to provide services and training for eligible, enrolled youth;

**WHEREAS**, the County has been allocated funds under the Title I WIA Youth Program to provide such services;

**WHEREAS**, the County finds Service Provider qualified to provide Title I WIA youth services;

**WHEREAS**, the County desires that such services be provided by Service Provider and Service Provider agrees to perform these services as set forth below;

**NOW THEREFORE**, the County and Service Provider mutually agree to the following terms and conditions:

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**I. Contract specifications**

A. The contract representatives are:

1. Contract Administrator: Workforce Investment Business Resource Office

Representative Jeanette Hill

Address 215 North "D" Street, Suite 301, San Bernardino CA 92415-0041

Phone Number (909) 381-7906

Fax Number: (909) 381-7995

2. Contract Office Workforce Investment Business Resource Office

Representative Jeanette Hill

Address 215 North "D" Street, Suite 301, San Bernardino CA 92415-0041

Phone Number (909) 381-7906

Fax Number (909) 381-7995

3. Service Provider

Representative

Administrative Office

Mailing Address

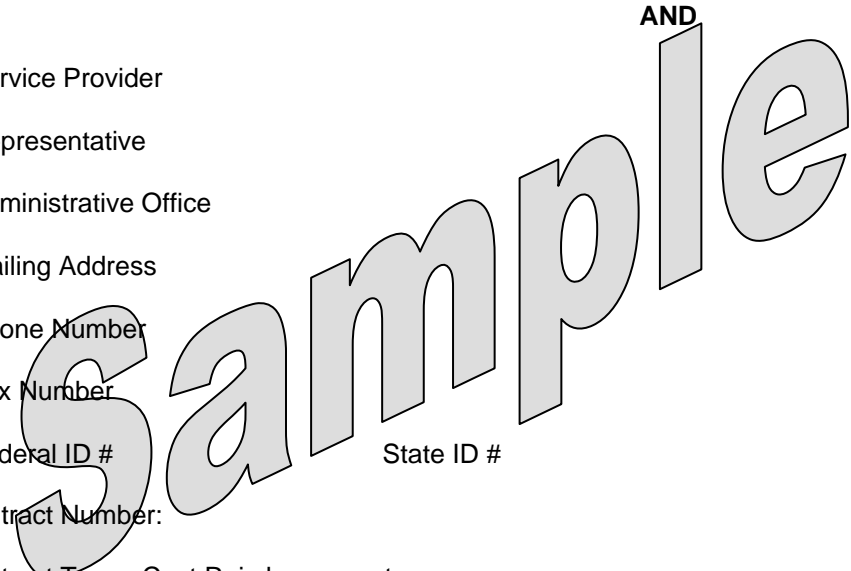
Phone Number

Fax Number

Federal ID #

State ID #

AND



B. Contract Number:

C. Contract Type: Cost Reimbursement

D. Total Contract Amount: \$to serve In-School and Out-of-School Youth for the contract period of July 1, 2006 through June 30, 2008.

E. Funding Source: Title I Workforce Investment Act

F. Training Sites

Agency Name	Address	Contact Person	Telephone No.	Fax No.

G. The Service Provider shall operate a County of San Bernardino Workforce Investment Act (WIA) program in accordance with the Contract as approved by the Youth Council, Local Workforce Investment Board (LWIB), and the San Bernardino County Board of Supervisors, and as set forth in the

County's Request For Proposals For Year Round Youth Programs PY 2006-2008, which is incorporated herein by this reference.

- H. This Contract, consisting of 27 total pages, is the full and complete document describing all covenants, conditions, and benefits by and between the County and Service Provider.
- I. No alteration or variation of the terms of this Contract shall be valid, unless made in writing, and signed by the parties hereto. Any oral understanding or agreement not incorporated herein shall not be binding on the parties hereto. Only authorized representatives of both parties shall sign any modifications, alterations or variations made.

**II. Term of contract**

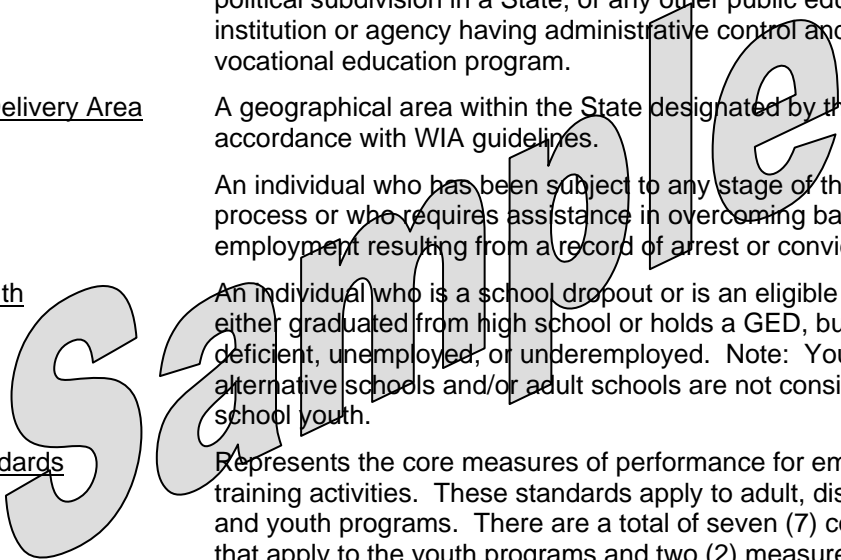
- A. Contract Period: The term and conditions of this contract shall commence on July 1, 2006 and end on June 30, 2008, unless otherwise indicated by a formal notice or amendment.
- B. Enrollment, Program and Follow-up Period. One hundred percent (100%) of the youth to be enrolled, per the contract, must occur by September 30, 2006. Program training activities, for all youth, may not begin until the end of the local school year. Twelve months of follow-up services must be provided to all youth and shall begin at the time of program exit and shall conclude during the contract period.
- C. Notwithstanding any other provision of this Contract, either party may terminate this Contract, without cause and without any further liability or cost, upon giving the other party at least thirty (30) calendar days' advance notice of the termination. Other than the provision of notice setting forth the date of termination, there shall be no pre-requisites to either party's exercise of the right to terminate the Contract and there is no right to appeal. The Associate County Administrator, Economic Development and Public Services Group, is authorized to exercise the County's rights with respect to any termination of this Contract.

Upon termination of the Contract, Service Provider will only be reimbursed for amounts properly expended prior to the date of termination. Service Provider will not be reimbursed for costs incurred after the date of termination. All property purchased, documents, data, studies, reports and records prepared by the Service Provider under this contract, and any property transferred from previous programs, including JTPA, shall be returned to the County or disposed of, according to County's instructions.

**III. DEFINITIONS**

<u>Administrative Costs</u>	The costs of administration that are necessary and allowable. These expenses are usually associated with the overall management and administration of the WIA program and are not directly related to the services provided to the participant. Such costs cannot exceed 10% of total Contract amount.
<u>Allowable Costs</u>	The necessary and reasonable costs incurred in operating a WIA program that are allocable to the corresponding expense categories.
<u>Basic Skills Deficient</u>	An individual who has English, reading, writing or computing skills at or below the 8 <sup>th</sup> grade level on a generally accepted standardized test or a comparable score on a criterion-referenced test.
<u>Community Based Organization</u>	A private non-profit organization that is representative of a community or a significant segment of a community.
<u>Contractor</u>	An organization selected to enter into an agreement with the County to provide WIA youth services pursuant to this contract, and assume the other responsibilities delineated under "Service Provider Responsibilities."

<u>Cost Allocation Methodology</u>	The distribution of allowable costs to the benefiting/funded program(s) and cost categories using reasonable and equitable distribution methods.
<u>Deficient in Basic Literacy Skills</u>	Computes or solves problems, reads, writes, or speaks English at or below the 8 <sup>th</sup> grade level or is unable to compute or solve problems, read, write, or speak English at a level necessary to function on the job, in the individual's family, or in society.
<u>Disability</u>	A physical or mental condition or a learning disorder that constitutes or results in a <u>substantial</u> handicap to employment.
<u>Eligibility Determination</u>	The process of gathering and analyzing data to determine whether an proposer <u>meets the criteria, which would allow him or her to participate in the program</u> . Examples of WIA eligibility criteria are found in 20 CFR §664.200, 664.220, and 664.250.
<u>Funding Period</u>	The period of time when WIA funds are available for expenditure.
<u>Homeless</u>	Lacks a fixed, regular, adequate night residence.
<u>In-School Youth</u>	Individuals who are 14 through 21 years of age and are currently attending school.
<u>Individual Service Strategy (ISS)</u>	An individual plan that shall identify an employment goal (including, in appropriate circumstances, nontraditional employment), appropriate achievement objectives, and appropriate services for the participant, taking into account the objective assessment.
<u>Local Education Agency (LEA)</u>	A board of education or other legally constituted local school authority having administrative control and direction of public elementary or secondary schools in a city, county, township, school district or political subdivision in a State, or any other public educational institution or agency having administrative control and direction of a vocational education program.
<u>Local Workforce Delivery Area</u>	A geographical area within the State designated by the Governor in accordance with WIA guidelines.
<u>Offender</u>	An individual who has been subject to any stage of the criminal justice process or who requires assistance in overcoming barriers to employment resulting from a record of arrest or conviction.
<u>Out-of-School Youth</u>	An individual who is a school dropout or is an eligible youth, who has either graduated from high school or holds a GED, but is basic skills deficient, unemployed, or underemployed. Note: Youth attending alternative schools and/or adult schools are not considered out of school youth.
<u>Performance Standards</u>	Represents the core measures of performance for employment and training activities. These standards apply to adult, dislocated worker, and youth programs. There are a total of seven (7) core measures that apply to the youth programs and two (2) measures of customer satisfaction. These measures do not apply to customers who receive only self-service and informational services.
<u>School Dropout</u>	An individual not attending school and who has not received a secondary school diploma or its recognized equivalent.
<u>Service Provider</u>	A public agency, private nonprofit organization, or private-for-profit entity that delivers educational, training, employment or supportive services to WIA participants.
<u>Sub recipient</u>	A legal entity to which a sub grant is awarded and which is accountable to the recipient (or higher tier sub recipient) for the use of the funds provided.



<u>Supportive Services</u>	Payment may be provided for transportation, childcare, healthcare, and other reasonable expenses required for participation in the training program and may be provided in-kind or through cash assistance.
<u>TANF</u>	Temporary Assistance to Needy Families, formerly known as AFDC.
<u>Training</u>	Authorized services and activities as specified and referenced in this contract.
<u>Workforce Investment Act (WIA)</u>	Signed into law on August 7, 1998, this law replaces the former Job Training Partnership Act (JTPA). WIA reforms Federal job training programs and mandates more comprehensive activities and training programs.

#### IV. SERVICE PROVIDER SCOPE OF WORK

##### A. Scope of Work

The Service Provider agrees to enroll and serve WIA Title I Youth Program participants and provide them with the necessary ten (10) Program Elements and other applicable services. The Service Provider agrees to meet or exceed the performance requirements as stated in Section VII (A) of the Contract. The Service Provider understands and agrees that this Contract shall not be construed as an obligation on the part of the County to refer participants. The Service Provider stipulates that it is capable and willing to provide services and training to program participants.

##### B. Contracted Services

The purpose of this Contract is to provide one year of program and one year of follow-up services that provide year-round assistance to youth that will improve long-term employability and enhance academic and occupational learning, leadership development skills, educational advancement and employment preparation.

##### C. Program Elements

The following ten program elements are required youth services and must be made available by the service provider as of the Contract start date:

###### 1. Academic Enhancement Skills

Tutoring, study skills training, GED preparation, remedial education, literacy training, basic skills instruction, and English-as-a-Second-Language (ESL) instruction. Activities should be designed to aid youth in raising their reading and math levels, in completion of secondary school, and to include dropout prevention strategies.

###### 2. Alternative Secondary School Services

Services offered at an alternative secondary school. Alternative schools will be used as a point of re-entry for school dropouts. They may also be used to keep youth who are in danger of dropping out of regular school in the school environment. *(Note: Students attending alternative secondary schools are not considered "out-of-school" youth for purposes of determining eligibility for WIA.)*

###### 3. Summer Employment Opportunities

Summer Employment Opportunities shall include paid and unpaid work experience, as well as workshops and training in employability skills, work readiness and generic workplace requirements. Youth participating in paid work experience shall be paid "minimum" wage. Stipends may be used as a motivational incentive for youth to complete workshops, work readiness and/or other program elements. Stipends may not be used in lieu of minimum wage for paid work experience. Summer employment opportunities is not intended to be a stand-alone program and must be integrated into a comprehensive strategy for addressing the participant's academic, occupational training and future goals.

###### 4. Paid and Unpaid Work Experience

This activity is a planned, structured learning experience that takes place at a workplace/worksite for a limited period of time. The experience will provide youth with exposure to the world of work,

career exploration, skill development, and the common expectations in the workplace. Youth should acquire the skills, personal attributes, and knowledge needed to get and keep a job. The work places/sites may be in the private for-profit sector, non-profit sector or the public sector. This element includes entrepreneurship, internships, service learning, paid and unpaid community service, job shadowing, and on-the-job training, as appropriate. Work experience may be appropriate and desirable activities for many youth throughout the year. The outcome of this activity may be placement of the youth ages 19 through 21 into unsubsidized employment.

**5. Occupational Skills Training**

One or more courses that, upon successful completion, leads to: a) a certificate, an associate degree, or baccalaureate degree OR, b) a competency or skill recognized by employers OR, c) a training regimen that provides individuals with additional skills or competencies recognized by employers.

**6. Leadership Development Opportunities**

Exposure to post-secondary, educational opportunities, community and service learning projects, peer mentoring and tutoring, organizational and teamwork training, decision-making, citizenship training in areas such as life skills, budgeting and parenting, social responsibility, (including prevention of out-of-wedlock pregnancies), and positive social behaviors, to include maintaining a healthy lifestyle, (including being alcohol and drug free), positive attitude development, self-esteem building, cultural diversity, work simulation activities and other soft skills training.

**7. Supportive Services**

Services such as transportation, childcare, dependent care, linkages to community services, assistance with housing costs, referrals to medical services, assistance with uniforms, appropriate work attire and work-related tool costs, and other needs-related payments that are necessary to enable an individual to participate in activities authorized under WIA.

**8. Adult Mentoring**

A program in which caring, sensitive and knowledgeable adults provide significant time and attention to a small group of youth. Mentors must be carefully screened and well trained in working effectively and compassionately with young people, providing age-appropriate activities that follow sound youth development principles. Adult mentoring must be for duration of at least twelve months, and may occur both during and after program participation.

**9. Follow-up Services**

Includes services such as leadership development, supportive services, employment follow-up/tracking, career and educational development, work-related peer groups, and adult mentoring. All youth participants must receive follow-up services for a minimum of twelve months after exit date. The twelve months of follow-up services must occur during the contract period.

**10. Comprehensive Guidance and Counseling Services**

A combination of guidance, connection to the workplace, and strong community ties. Although the program focuses on work and training, the youth receive encouragement and knowledge, which helps decrease other risk behaviors. Comprehensive guidance and counseling offers a holistic approach to working with youth.

**D. Geographical Areas to be Served by Provider:**

West End	Valley	Desert/Mountain	
<input type="checkbox"/> Alta Loma	<input type="checkbox"/> Colton	<input type="checkbox"/> 29 Palms	<input type="checkbox"/> Lake Arrowhead
<input type="checkbox"/> Chino	<input type="checkbox"/> Fontana	<input type="checkbox"/> Adelanto	<input type="checkbox"/> Needles
<input type="checkbox"/> Chino Hills	<input type="checkbox"/> Grand Terrace	<input type="checkbox"/> Apple Valley	<input type="checkbox"/> Victorville
<input type="checkbox"/> Montclair	<input type="checkbox"/> Highland	<input type="checkbox"/> Big Bear	<input type="checkbox"/> Yucca Valley
<input type="checkbox"/> Ontario	<input type="checkbox"/> Loma Linda	<input type="checkbox"/> Barstow	<input type="checkbox"/> Desert/Mountain
<input type="checkbox"/> Rancho Cucamonga	<input type="checkbox"/> Rialto	<input type="checkbox"/> Crestline	unincorporated
<input type="checkbox"/> Upland	<input type="checkbox"/> Redlands	<input type="checkbox"/> Hesperia	sections of the
<input type="checkbox"/> West End	<input type="checkbox"/> Yucaipa		County.
<input type="checkbox"/> West End	<input type="checkbox"/> East & Central		

West End	Valley	Desert/Mountain
unincorporated sections of the County.	Valley unincorporated sections of the County.	

E. **Youth Enrollment Plan**

All youth to be served must be enrolled by September 30, 2006.

V. **SERVICE PROVIDER RESPONSIBILITIES**

A. **Conditions**

1. The Service Provider agrees to the terms and conditions cited under WIA and Department of Labor (DOL) legislation and regulations.
2. All individuals enrolled by the Service Provider shall meet the WIA Title I Youth eligibility criteria as established and mandated by the Workforce Investment Act of 1998 and the Youth Council. Individuals must be San Bernardino County residents (excluding the City of San Bernardino).
3. The Service Provider may enroll more than the number of participants specified in the Contract if there are sufficient contract funds in the Service Provider's budget available to serve additional participants. Over-enrollments require advance approval by the WDD Contracts staff.
4. The Service Provider shall administer the designated Program Elements in accordance with the Youth Program Request for Proposal (RFP) and contract policy as approved by the Youth Council, Local Workforce Investment Board, County Board of Supervisors and WDD.
5. Not more than five percent (5%) of LWIA youth enrolled may be individuals who do not meet the income criterion for eligible youth. Prior to enrolling 5% youth, WDD approval is required. Ref. WIA §129 (c) 5.
6. Participation in the training activities shall be for a reasonable length of time, based on the needs of the participant, and shall be documented in the ISS.
7. Service Provider agrees that subcontractors with responsibility for providing direct services to participants, as well as the Service Provider, will attend conferences, seminars, and/or meetings, as designated by WDD, in order to remain updated on Youth Program developments and policies.
8. Service Provider shall develop, implement, and maintain written programmatic and fiscal procedures covering all aspects of the services provided under its program.
9. Service Provider shall provide an adequate number of qualified staff to operate an effective program for the number of participants enrolled.

B. **Program Activities / Services**

The Service Provider shall:

1. Conduct outreach and recruitment to enroll contracted number of youth participants.
2. Assist WDD in determining eligibility for all program participants by collecting, reviewing and retaining all documentation for WDD review and final approval. Upon WDD request, providing original eligibility documents. Selection criteria and processes must be established and utilized to determine that special consideration is given so that youth in target groups, such as, but not limited to, foster care youth, school dropouts, pregnant and parenting youth and offenders are selected for enrollment in the program.
3. Provide to WDD by the 10<sup>th</sup> day of the following month, but no later than 14 days after the participant's eligibility review, copies of all the required WIA eligibility forms and supporting documentation.
4. Provide each youth with an objective assessment, which shall include a review of basic skills, occupational skills, work readiness skills, employability, interests, aptitudes (including interest and aptitudes for nontraditional jobs), supportive service needs and developmental needs.

5. Develop with each youth participant an Individual Service Strategy (ISS) Plan that will reflect and utilize the information obtained from the objective assessment. The ISS shall identify primary educational and employment goals, and describe the training activities and appropriate services the youth will receive to achieve those goals. For each Younger Youth, the Service Provider must set and ensure accomplishment of at least one, but no more than three, primary goals in the following categories: Basic Skills, Work Readiness Skills and Occupational Skills. Whenever the training activities change, the Service Provider shall update the ISS to reflect those changes.
6. Maintain on file all pre-testing and post-testing documentation, grade reports, test scores, documents showing skills competencies acquired, certificates of completions issued, State-certified licenses, credentials, diplomas, etc.
7. At the beginning of the program year, a portfolio for each youth participant will be developed. Throughout the program year, the portfolio will be updated to include the youth's program achievements. The portfolio may include, but is not limited to, program accomplishments, acquired skills, certificates and résumés. When youth exit the program, the portfolio shall be given to them.
8. Provide program services covering all ten (10) of the required program elements. Each youth participant shall receive program services covering the program elements that have been identified through the objective assessment and listed on the individual's ISS. According to the ISS, the program elements may be provided one at a time or in any combination.
9. Provide preparation for post-secondary educational opportunities, as appropriate.
10. Provide strong linkages between academic and occupational learning to all youth program participants.
11. Provide preparation for unsubsidized employment opportunities and facilitate effective connections to intermediaries with strong links to the job market and local and regional employers.
12. Develop a Worksite Agreement (WSA) for all participants enrolled in paid work-based activities. WSAs must be signed by the participant, service provider and the worksite operator. The Service Provider shall maintain on file a copy of the WSA with one (1) copy forwarded to WDD, and one (1) copy each given to the worksite supervisor and the participant.
13. The Service Provider and its linking agencies shall monitor and maintain daily attendance. At a minimum, participant's progress must be monitored and documented monthly.
14. Provide twelve (12) months of follow-up services to the youth after s/he exits the program. The type of follow-up services provided and the duration of the services will be based upon the needs of the individual. The Service Provider, whenever possible, will meet with the youth to determine what follow-up services are needed. At a minimum, from the exit date of the youth from program services, follow-up contact and applicable services must be provided at the 30<sup>th</sup> and 60<sup>th</sup> day, and the first, second, third, and fourth quarters. Follow-up services will be provided during the contract period.
15. Ensure that eligible proposers, who do not meet the requirements of the Service Provider's training program, or proposers who cannot be served, are referred to the local Employment Resource Center (ERC) for further assessment.
16. Encourage older youth to visit and register with the ERC in the immediate area.

**C. Payment of Benefits and Wages**

1. When applicable, individuals employed in activities authorized under this Contract shall be paid wages which shall not be less than the highest of the following: (a) the minimum wage under Section 6 (a)(1) of the Fair Labor Standard Act of 1938; (b) the minimum wage under the applicable State or local minimum wage law; or (c) the prevailing rates of pay for individuals employed in similar occupations by the same employer.
2. A trainee shall receive no compensation for employment activities in which the trainee fails to participate. Attendance/time sheets must match paid hours.

3. Fringe benefits, which are paid on behalf of participants in Paid Work Experience, shall include, but are not limited to, FICA and Workers' Compensation Insurance Coverage. However, no funds can be paid on behalf of the participant's portion of retirement benefits.

**D. Subcontracts / Linkages**

1. Service Provider agrees not to enter into any sub-agreements for work contemplated under this Contract without first obtaining written approval from WDD. Any subcontractor and/or linking agency shall be subject to the same provisions as the Service Provider. Service Provider shall be fully responsible for the performance of any subcontractor and/or linking agency.
2. Service Provider, using another party to provide services under this Contract, shall document such services with a formalized agreement. The Service Provider shall develop written agreement formats that shall include, but are not limited to, the following requirements:
  - Compliance with the Workforce Investment Act (WIA) and its regulations.
  - Stipulation to hold the County harmless as a result of subcontracting.
  - Statement of training and other applicable services to be offered by the subcontractor.
  - Indemnification and Insurance requirements imposed on the subcontractor.
  - Method of payment to subcontractors.
3. Service Provider is responsible for monitoring its off-site WIA program activities. Service Provider's staff shall make a written record of their findings and share them with the appropriate WDD staff. Copies of the findings must be available for review by the County. The Service Provider is responsible for developing its own monitoring guide and for documenting visits made by its staff.
4. Copies of all formalized agreements must be forwarded to the County for approval prior to contract execution. The Service Provider acknowledges the requirements and agrees to furnish such agreements as a condition to receiving payment.
5. The Service Provider shall provide written notification to the County of any default, termination, or findings of disallowed costs under these formalized agreements. This written notification will be submitted within five (5) working days from the date the Service Provider realized the breach of the formalized agreement(s).

**E. Internal Management**

1. By September 30, 2006, the Service Provider is required to have one hundred percent (100%) of contracted youth enrolled. Failure to meet this requirement may result in funds being recaptured in part or in total.
2. The Service Provider is required to expend Contract funds at an efficient rate that will ensure full usage of Contract funds, as indicated in the budget document, for the continuous provision of youth services throughout the term of the Contract. The Service Provider will need to track expenditures carefully to ensure this requirement is met and to ensure the proper expenditure rate for out-of-school youth is met, if this population is being served.
3. From time-to-time, performance data on participant enrollments and exits will be provided by WDD to the Service Provider. The Service Provider will be responsible for review and validation of the reported information. Any variance in the data must be supported by documentation and submitted to WDD within **ten (10) days of receipt of the report.**

**F. Failure to Perform**

The Service Provider assumes full responsibility for performance of this Contract and any sub agreements executed pursuant to or funded by this Contract, and hereby agrees to indemnify the County for the failure, or non-performance or default of any of its subcontractors. Further, the Service Provider assumes full liability and agrees to reimburse the County for the Service Provider's or any of its subcontractor's failure to comply with any term, condition of the WIA Act, Rules and Regulations, or this Contract.

**G. Non-Duplication of Service**

1. Funds provided under this Contract shall only be used for activities that are in addition to those which would otherwise be available in the service delivery area in the absence of such funds.

2. Funds provided under this Contract shall not be used to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State or local County sources, unless the plan establishes that alternative services or facilities would be more effective or more likely to achieve performance goals.
3. All education programs for youth, supported with funds provided under Title I, shall be consistent with applicable State and local educational standards. In addition, the standards and procedures, with respect to the awarding of academic credit and certifying educational attainment in programs under Title I, shall be consistent with the requirements of applicable State and local laws and regulations.
4. The Service Provider and its respective linking agencies and/or subcontractors must ensure that youth program services are not duplicated.

## VI. COUNTY RESPONSIBILITIES

The County shall:

- A. Work closely with Service Provider's staff to ensure that youth program participants receive the assistance they need to be successful in their program.
- B. Review the Service Provider's program performance on a quarterly basis. This will allow for timely technical assistance and/or other action.
- C. Review and make final determination of WIA eligibility.
- D. Provide literature and/or personnel, as appropriate, to orient program participants about the ERC programs and services.
- E. Provide workshops, conferences, and/or meetings to inform and update Service Providers on youth program policy and program developments.

## VII. PERFORMANCE REQUIREMENTS

### A. Program Performance

1. Each Service Provider must operate their respective program to meet the WIA Title I Youth Core Measures of Performance and the Performance Rates that have been negotiated between the State and the LWIB. These measures and rates are as follows:

#### **Youth ages 14-18 (including Out-of-School Youth)**

- Rate of attainment of basic skills or occupational skills – Ninety percent (90%) Performance Rate
- Rate of attainment of high school diploma or equivalent – Sixty percent (60%)
- Rate of placement and retention in post-secondary education, advanced training, military service, employment or qualified apprenticeships. Fifty-five percent (55%) Performance Rate
- Index of customer satisfaction – A single customer satisfaction measure for both youth and employers working with youth will be used.

#### **Youth ages 19-21 (including Out-of-School Youth)**

- Entered employment rate – Seventy-five percent (75%) Performance Rate
- Employment retention rate – Eighty percent (80%) Performance Rate
- Average change in earnings – \$3,500 in six months' Performance Rate
- Rate of attainment of skills credential – Forty-five percent (45%) Performance Rate
- Index of customer satisfaction – A single customer satisfaction measure for both Youth and employers working with youth will be used.

2. WIA records at WDD shall be used by the County to substantiate the Service Provider's performance. The County shall provide the Service Provider with WIA client status rosters for data reconciliation.

**B. Performance Review and Evaluation**

1. To ensure effective utilization of WIA funds, the Service Provider's performance shall be reviewed and evaluated by the County on a periodic basis to determine if the performance requirements are being met and whether the budgeted funds will be fully expended within the term of this Contract. Depending on the outcomes of the review, the amount of funds originally provided to the Service Provider may be altered as follows, or the County may simply terminate the Contract in accordance with the terms of this Contract:

De-obligation: The County may de-obligate funds, in part or in full, when the County determines in its sole and absolute discretion that the review indicates that funds were over-allocated, based upon the projected performance to be achieved by the Service Provider, or underexpended in program costs, or the Service Provider is not able to fully expend the total funds within the term of the Contract.

Re-obligation: The County may add funds into the Contract when the County determines in its sole and absolute discretion that the review indicates the Service Provider may exceed the performance requirements, and where the expenses, as a result of the over achievement, may exceed the amount originally allocated; however, an amendment to the Contract to add funds is subject to the availability of WIA funds received by the County.

2. The Service Provider shall agree and comply with the review and evaluation above.

**C. Correction of Performance Deficiencies and Termination**

1. If County determines in its sole and absolute discretion that the Service Provider has failed to comply with any of the provisions, covenants, requirements, or conditions of this Contract the County may immediately terminate this Contract as provided in Section II, or in its sole and absolute discretion, the County may:
  - a. Afford Service Provider a time period within which to cure the breach. This period shall be established at the sole discretion of WDD; and/or,
  - b. Discontinue reimbursement to Service Provider for and during the period in which Service Provider is in breach. The Service Provider shall not be entitled to later recovery; and/or,
  - c. Withhold funds during the duration of the breach; and/or,
  - d. Offset against any monies billed by the Service Provider, but yet unpaid by the County, those monies disallowed; and/or,
  - e. Impose liquidated damages, in increments of \$5,000, which will reduce the total reimbursable amount of the Contract by the amount(s) levied and not claimable by Service Provider. This remedy shall only be used when reasonable efforts to correct a performance or violation deficiency have failed to correct the problem, or in circumstances of unacceptable or negligent performance of Service Provider as determined by County. There is no limit to the number of adjustments the County may levy.
2. The County's decision to exercise one or more of the options set forth in this section shall in no manner restrict, modify, or otherwise alter the right of the County to terminate this Contract in accordance with Section II.
3. County shall give Service Provider notice of any action pursuant to this subdivision, but such notice shall not be a pre-requisite of the County's right to take action pursuant to this section.

**VIII. COMPLAINT AND GRIEVANCE PROCEDURES**

- A. The Service Provider shall develop and maintain procedures to be used for resolving complaints which the Service Provider receives with regard to terms and conditions of the participant's training or other applicable services and/or complaints/grievances arising in connection with WDD programs and activities. A minimum of two staff will be required to be involved with the complaints and grievance process.
- B. The procedures must include these steps:

Action:	Timetable for Resolution:
1. Complaint/grievance identified verbally	Same day or within 24 hours maximum. If not

<b>Action:</b>	<b>Timetable for Resolution:</b>
and discussed by participants with: First Line Supervisor/Case Manager	resolved, go to next step.
2. Complaint/grievance identified in writing and discussed with: Site Manager/Executive Director	Same day or within 3 days maximum. If not resolved, go to next step.
3. Initial hearing on grievance: complainant, witnesses, Service Provider or representative meet to resolve grievance.	Within 7 days after receipt of written complaint. If not resolved, go to next step.
4. Final hearing on grievance. All parties meet to resolve grievance.	Within 25 days of filing of grievance. If not resolved, go to next step.
5. All documents, procedures, and reports forwarded to WDD for appropriate actions.	Service Provider will be notified of the actions taken by the Department and resolution of the complaint; decision shall be made within 90 days of filing of grievance.

- C. The Service Provider shall provide each participant with a copy of its internal Participant Complaint and Grievance Procedures upon enrollment into the program. The Service Provider shall maintain, on file, a copy signed by the participant, with the second signed copy given to the participant.
- D. The Service Provider shall not discriminate or retaliate against any person, or deny to any person a benefit because such person has filed any complaint, instituted or caused to be instituted any proceeding, has testified, or is about to testify in any investigation, or has provided information or assisted in any investigation.
- E. Nothing in this Section VIII shall restrict, modify, or otherwise alter the right of the County to terminate this Contract as provided in Section II.

**IX. FISCAL PROVISIONS**

**A. Cost Allocation Plan and Methodology**

The Service Provider shall submit to WDD an approved Cost Allocation Plan for cost reimbursement contracts. The plan will explain the allocation method used to distribute allowable direct and indirect costs. Such a plan will describe the method for the distribution of allowable costs to the benefiting/funded program(s) and cost categories using reasonable and equitable distribution methods to ensure each funding source is fairly charged. The Plan will include the process for distributing costs that benefit more than one final cost objective, and insure that costs are equitably distributed to all benefiting activities.

**B. Service Provider's Accounting Systems**

- 1. Service Provider warrants that it has adopted and will make available internal management systems policy and/or procedure manuals.
- 2. Service Provider's financial and accounting system will reflect standard accounting practices and shall include records of expenditures, claims for reimbursements, cash payment, check deposits, and evidence of reconciliation with WDD records. Financial and accounting records shall be maintained in a ready condition for fiscal review, monitoring and audits, etc.
- 3. The Service Provider shall establish an internal control structure and fund accounting procedures as required by State, Federal, or local regulations, as deemed necessary, to assure proper disbursements of, and accounting for, funds paid to the Service Provider under WIA.

**C. Compensation**

- 1. Funding of this Contract is subject to continuing availability of WIA funds provided to the County during the contract period. The County will inform the Service Provider of any limitation

of the availability of funds. The County also reserves the right to renegotiate any awarded contract amount(s).

2. The compensation to be paid to the Service Provider, as provided herein, shall be payment in full for all the Service Provider's services and expenses incurred in the performance hereof, including travel and per diem, as appropriate.
3. Funding of this contract is based upon Service Provider's ability to seek and secure, from other sources, supplemental funding that is equal to or greater than thirty-five percent (35%) of the total contract awarded (WIA funds). Of this supplemental funding, cash must be equal to or greater than fifteen percent (15%) of the contract awarded; the remainder may be from in-kind services/contributions. The distribution of this supplemental funding must be documented on the "Leveraged Resource" form. These funds must be allocated to offset WIA program costs and documented in the program year budget. The service provider will report on the monthly reimbursement claims when the leveraged funds are received and used.
4. The Service Provider shall be paid on a Cost-Reimbursement basis for allowable, reasonable and budgeted expenses under the terms and conditions of this Contract. The Service Provider shall invoice the County on a monthly basis for expenditures actually incurred during the previous month(s). **Administrative Costs are limited to ten percent (10%) of the total invoiced expenditures.**
5. The claim for reimbursement is to be submitted on an approved format and should be submitted no later than ten (10) calendar days following the month of service. The Service Provider shall submit a claim for reimbursement to:

County of San Bernardino  
Workforce Investment Business Resource Office – Fiscal/ WIA  
215 North D St, Suite 301  
San Bernardino CA 92415-0041

6. Payment shall be issued no later than forty-five (45) calendar days, after receipt by WDD Fiscal of the Service Provider's claim for reimbursement, if feasible, and provided Service Provider's claim is correct.

**D. Advance Payments**

1. The County may, on an exceptional need basis, approve an advance payment, up to a maximum of 15% of the Contract budget, based upon the anticipated expenditures and cash flow needs of the Service Provider. All advances will be repaid to the County within the first three-months of the contract period. Advance payments are considered earned payments, unless an overpayment, monitoring finding, or audit makes repayment necessary.
2. Funds advanced shall be expended only in direct support of this Contract.
3. Release of advance funds and repayment are executed according to procedural rules adopted by WDD.

**E. Stop Payments**

1. Payments under this Contract may be suspended or terminated if WIA funds to the County are suspended or terminated, or if the Service Provider refuses to accept additional conditions imposed on it by the Department of Labor, the State, or the County. In the event of such suspension or termination, the Service Provider will be paid, up to the date of suspension or termination, for any amount that is properly incurred by the Service Provider as a result of performance of this Contract.
2. WDD has the authority to withhold payments under this Contract, pending a final determination by the County, of questioned costs and/or expenditures or indebtedness to the County arising from past or present contracts between the County and the Service Provider.

**F. Purchase of Fixed Assets, Equipment and Property**

1. The purchase, lease, or lease to purchase of fixed assets, equipment or property using funds provided by WIA requires advance approval by WDD. Request to purchase, lease, or lease to purchase of equipment must follow the procedural rules adopted by WDD.

2. Any property, equipment, assets furnished to a Service Provider by the County and/or purchased by a Service Provider with funds from WIA must be used in connection with, and/or support of, WIA training programs.
3. Any property, equipment, or assets furnished to the Service Provider by the County and/or purchased by a Service Provider with funds from WIA shall remain the property of the State of California / County of San Bernardino regardless of whether this Contract is terminated by any party. Within ninety (90) days of Contract termination or expiration, the Service Provider shall return such property, equipment or assets to the County in a reasonable and expeditious manner, and execute any documents required by the County to ensure the County takes free and clear title to such property, equipment or assets.

**G. Program Income**

1. Program income is defined as income received by the Service Provider directly generated by a grant or sub grant support activities, or earned only as a result of the grant or sub grant.
2. Such income includes income from fees for services performed, conferences, use or rental of real or personal property acquired with grant/subgrant funds, sale of property or sale of commodities, or items fabricated under a grant/subgrant, from revenues earned by governmental/public or private non profit agencies in excess of the actual costs incurred in providing the services and from interest earned on advance of grant/subgrant funds, etc.
3. The Service Provider may retain any program income earned only if such income is added to the funds committed to the WIA grant and used for WIA purposes, and under the terms and conditions applicable to the use of the grant. The Service Provider, receiving funds under WIA, shall maintain records sufficient to determine the amount of income received, and the purpose for which such income is utilized.

**H. Auditing Requirements**

1. When required by the Act and its Regulations, Service Provider will hire a licensed Certified Public Accountant (CPA), who shall prepare and file with the County, a certified audit of related expenditures. Audits shall be performed annually in accordance with Generally Accepted Accounting Principles (GAAP) and/or Generally Accepted Government Accounting Standards (GAGAS). In addition to the requirements of GAAP/GAGAS, the auditor will determine whether the Service Provider has complied with laws, regulations, and the provisions of the Contract.
2. Program operators who fall under the requirements of OMB Circular A-133, "Audits of States, Local Governments, and other Non Profit Organizations", and have expenditures of \$300,000 or more in Federal funds in any one fiscal year ending prior to December 31, 2003 (\$500,000 for fiscal years ending after December 31, 2003), must procure an independent, organizational-wide audit. Compliance with the Single Audit Act of 1984, P.L. 98-502 and the Single Audit Act Amendments of 1006, P.L. 104-156 shall be executed according to WDD's policy.
3. Service Providers, who are exempt from WIA audit requirements, must make records available for review or audit by appropriate officials of WDD, State, or Federal agencies.
4. The Service Provider will be responsible for providing the County with information that will assist the County in determining if the Service Provider has met its audit requirements. This responsibility may include, but is not limited to, providing the County with a copy of the Service Provider's Annual Audit Report.
5. The County is not responsible for arranging or paying for audits outside the Contract. The responsibility for audits will be that of the Service Provider.
6. The County will be notified by the auditors/monitors performing audits of any incidents of fraud, misuse of funds, abuse, or other criminal activity in relation to this Contract, the Act or its Regulations.
7. The Service Provider acknowledges that the County of San Bernardino may not contract with any organization, which is not in compliance with these requirements, and/or payment to the Service Provider may be withheld if the Service Provider fails to comply with the request.

**I. Year-End / End of Contract Report**

Within ninety (90) days following the termination of this Contract, the Service Provider shall submit the Year-End/End of Contract Financial Closeout and all final claims for funds under this Contract. It must accurately reflect all actual costs during the term of this Contract. In the event the Service Provider does not submit the closeout within the prescribed time limits, the County reserves the right to unilaterally prepare and finalize the financial report, using the latest paid invoices and WDD payment records. All excess payments paid to the Service Provider, but not expended, shall be returned to the County as a result of the Year-End/End of Contract Financial Closeout Report.

**J. Additional Stipulations**

1. The Service Provider shall assure that funds provided by this Contract must be used exclusively for activities authorized under this Title I Program. Commingling and/or diverting funds to support the activities of other programs is NOT authorized. Documentation supporting expenditures should be made available at all times for audit and monitoring purposes.
2. For cash management, the Service Provider shall not be required to maintain a separate bank account for this training program, but shall separately maintain an account for Federal funds (including WIA) on deposit in a bank insured by Federal Deposit Insurance Corporation (FDIC).
3. The Service Provider shall not incur expenditures prior to the commencement date and after the termination date of this Contract. In addition, at the expiration of this Contract or upon termination prior to the expiration, funds not obligated or expended shall revert to the County.
4. The Service Provider shall be responsible for any funds expended on participants who were found ineligible for WIA services or found in violation of rules, regulations, grant, or Contract.
5. The County reserves the right to negotiate the percentage of the total contract amount directly expended on youth.

**X. PELL GRANTS AND OTHER EDUCATIONAL ASSISTANCE FUNDS**

- A. WIA funds should be used to supplement, not supplant, training resources available through Educational Assistance Programs (Title IV). Both WIA funds and Educational Assistance funds may be used to pay costs for the same participant, as long as the Service Provider can demonstrate that WIA funds did not duplicate payments from other sources. This paragraph applies to all Federal and State educational assistance grants that may include, but are not limited to, Pell Grant, SEOG, Cal Grant A, B, C, etc. The Service Provider further agrees to reduce the training costs by the amount of financial aid or grant received by the Service Provider on behalf of the participant.
- B. When grant monies have been awarded to a participant, prior to disbursement, the Service Provider agrees to contact WDD and advise of the award amount. An agreement shall be reached among the participant, the educational institution, and WDD, which indicate how the award monies shall be used.
- C. Title IV funds should be used first for tuition/training costs. If there are remaining monies, then the remaining monies can be used for supportive services, books, materials, fees, etc.
- D. The Individual Service Strategy (ISS) shall reflect WDD's arrangement with the educational institution, the participants' training-related financial assistance needs, and the mix of WIA and financial aid assistance, if applicable.
- E. For more details on the use of Educational Assistance (Title IV) funds, which are not described in this paragraph, the Service Provider should consult WDD or refer to Field Memo 98-26, dated March 13, 1998, for guidance.

**XI. Indemnification and Insurance**

**A. Indemnification**

The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any

person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

## B. Insurance

Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

1. **Workers' Compensation** – A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

2. **Comprehensive (Commercial) General and Automobile Liability Insurance**

- a. This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- b. Contractors providing transportation services to WDD participants and/or members of their households must also provide proof of Comprehensive Automobile Liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than two million dollars (\$2,000,000).

## C. Policy Endorsements and Other Requirements

1. **Additional Named Insured** – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.
2. **Waiver of Subrogation Rights** – Contractor shall require the carriers of the required coverages: Workers' Compensation, Comprehensive (Commercial) General Liability, and Automobile Liability, to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.
3. **Policies Primary and Non-Contributory** – The Comprehensive (Commercial) General Liability insurance policy is to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County of San Bernardino.
4. **Proof of Coverage** – Contractor shall immediately furnish certificates of insurance to the County evidencing the insurance coverage, including endorsements required above, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the County, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.

**Note (1):** Send certificates of insurance and other proof of coverage to:  
The County of San Bernardino  
c/o Insurance Compliance  
Insurance Data Services  
P O Box 12010 – CB  
Hemet, CA 92546-8010

**Note (2):** Prior to start of Contract, also send above certificates of insurance to:

**County of San Bernardino  
215 North D St, Suite 301  
San Bernardino, CA 92415-0041**

5. **Insurance Review** – The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

## **XII. Equal Employment Opportunity Requirements**

### **A. Requirements**

Service Provider agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto; Executive Order 11246, as amended by Executive Orders 11375, 11625, 12138, 12432, and 12250; Title VII of the Civil Rights Act of 1964 (and Division 21 of the Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000); the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

### **B. Compliance**

Service Provider shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, national origin or ancestry, religion, sex, marital status, age, political affiliation, or disability. Information on the above rules and regulations may be obtained from the WDD Contracts Unit.

### **C. Civil Rights Compliance**

The Service Provider shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the WDD Contracts Unit within 30 days of awarding of the contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. WDD will supply a sample of the Plan format. The Service Provider will be monitored by WDD for compliance with provisions of its Civil Rights Plan.

### **XIII. GENERAL PROVISIONS**

- A. No verbal commitment or conversation with any officer, agent, or employee of either party shall affect or modify any of the terms and conditions of this contract.
- B. The Service Provider shall obtain permission, in writing, from the County prior to publication of any advertisement of its program that reflects its relationship to/w/ith WDD, the US Department of Labor, State of California or the County.
- C. The Service Provider agrees that it will not perform any religious proselytizing activities in connection with performance of this Contract. Service Provider will ensure no staff will conduct activity intended to influence legislation, administrative rule making or the election of candidates for public office during the time compensated under this Contract or under representation such activity is being performed under this contract.
- D. No person or organization may charge an individual a fee for the placement or referral of such individual in a training program under the Act.
- E. The Service Provider shall establish and implement appropriate internal program controls and management procedures to prevent fraud, abuse and criminal activity. The Service Provider shall also establish a reporting process to insure that the County is notified immediately of any allegation of program-related fraud, abuse or criminal activity.
- F. In the event the Service Provider goes out of existence, copies of all records relating to the projects or activities that are the subject of this contract shall be furnished to the County.

### **XIV. Right to Monitor and Audit**

- A. The U.S. Department of Labor, the State of California including the Auditor General, or any subdivision or appointee thereof, and the County or any subdivision or appointee thereof, reserve the right to review and audit the Service Provider's program at any time/as deemed necessary, before, during, and/or after the period of this contract. They shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Service Provider in the delivery of services provided under this contract.
- B. The County will monitor and visit, announced or unannounced, the Service Provider's program, including visits to all locations, offices, and training sites at any time during normal business hours. The monitoring shall be conducted in accordance with the Department policy of 1/8/96, and the WDD Monitoring Guide. The monitoring activities become part of the contract requirements.
- C. Service Provider shall cooperate with the County in the implementation, monitoring, and evaluation of this contract and comply with any and all reporting requirements established by the County, State, and Federal Government.

### **XV. Additional Requirements**

#### **A. Service Provider's Management Systems**

The Service Provider will develop and make available to the County policy manuals or procedures, which include, but are not limited to: outreach, recruitment, eligibility verification and determination, orientation, assessment and individual service strategy plan (ISS), ten elements and supportive service(s) implementation counseling services, documentation of skills acquisition, deficiencies/proficiencies in training, pre- and post-testing policy, completion of training, license/certificate/credentials, job placement, verification of job placement, other terminations, post-program follow-up and WIA automation forms.

#### **B. Availability of Records**

- 1. All records pertaining to service delivery and all fiscal, statistical, and management books and records shall be available for examination and audit by County, Federal, and State representatives. Program data shall be retained locally and made available upon request or

turned over to the County. If said records are not made available at the scheduled monitoring visit Service Provider may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the following month's claim for reimbursement.

2. Records of the Service Provider that do not pertain to the program shall not be subject to audit unless provided for in another agreement.
3. Service Provider shall provide all reasonable facilities and assistance for the safety and convenience of County's representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as to not unduly delay the work of the Service Provider.

#### **C. Maintenance of Records**

1. Records, in their original form, shall be maintained on file to comply with requirements prescribed by WIA and/or the County with respect to all matters covered by this Contract. Such records shall be retained for a period of three (3) years after termination of this Contract, and/or until all other pending matters are completed. "Pending Matters" include, but are not limited, to: audit, litigation, investigation, or other actions involving records. If this is the case, the Service Provider will retain the records until the resolution of such audit or litigation is completed.
2. Participant records to be maintained by the Service Provider shall include, but are not limited to, the following documents: orientation/case notes and training evaluations; complaint and grievance procedures; school policies, training information and schedules; eligibility documentation; objective assessment results, individual services strategy (ISS); WIA-required forms; work experience or OJT agreement (if applicable); supportive service(s) pre- and post-test results, certificate(s) of completion; State-certified license; certificate, credential, diploma; employer's verification of employment, documents related to program performance and follow-up services provided; certification of employment with employer-assisted benefits, timecards, payroll register, other papers, etc.

#### **D. Conditions of Employment or Training**

1. Conditions of employment or training shall be appropriate and reasonable in light of such factors as the type of work, geographical region, and proficiency of the participant.
2. The Service Provider shall comply with the Labor Code of California, the Child Labor Laws in California, the Child Labor Standards Act, Assembly Bill 1900: Employment of Minors, and all other regulations with respect to employment, wages, hours of labor, and industrial safety (if applicable).
3. Health, safety, and fire clearance standards established under State, Federal, and local law, otherwise applicable to working conditions of employees, shall be equally applicable to working conditions of participants. With respect to any participant in a program conducted under this Contract who is engaged in activities which are not covered by health and safety standards under Occupational Safety and Health Act of 1970, the Service Provider shall prescribe, by regulation, such standards as may be necessary to protect the health and safety of such participants.
4. No program under the Act shall impair (1) existing contracts for services; or (2) existing collective bargaining contracts, unless the employer and the labor organization concur, in writing, with respect to any elements of the proposed activities that affect such Contract.
5. No participant shall be employed or job opening filled (1) when any other individual is on layoff from the same or any substantially-equivalent job, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy created by hiring a participant whose wages are subsidized under the Act.

6. The Contract will not result in the displacement of currently employed workers including partial displacement, such as reduction in the hours of non-overtime work, wages, or employment benefits. The Service Provider will assure that no jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

**E. Prohibition of Activities**

1. The Service Provider will assure that no funds under this Contract shall be used to assist, promote, or deter union organizing activities.
2. No funds provided under this Act shall be used or proposed for use to encourage or induce the relocation of an establishment, or part thereof that results in a loss of employment for any employee of such establishment at the original location.
3. None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for, or to promote, any partisan or non-partisan political activity, or to support or defeat any pending legislation or administrative legislation.
4. The Service Provider is prohibited from using funds under this Contract for the purpose of instituting legal proceedings or legal disputes against the County or its official representatives.

**F. Patents, Inventions and Copyrights**

the  
If any project produces patentable items, patent rights, and/or discovery, or inventions in the course of work under a Federal grant or agreement, the Service Provider shall report the fact promptly and fully to the County.

The County, or the State, or the DOL's representative shall determine how the rights on the invention or discovery, including licensing, reproduction, publishing, utilization, and royalty will be administered in order to protect the public interest consistent with the government policy.

The County shall have a royalty-free, non-exclusive, and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this contract including those covered by copyright. The County reserves the right to authorize others to use or reproduce such material.

**G. Disallowed Costs**

If the County determines in its sole and absolute discretion, through monitoring, audit, investigation, or review of fiscal records, that any disbursements made under this Contract are disallowed costs, the Service Provider shall be notified and given the opportunity to justify the questioned costs prior to the County's final determination of disallowed costs. If the County, in its sole and absolute discretion, determines that the costs are disallowed, reimbursement to the County of said amounts must be made within forty-five (45) days after official notification from the County. If said reimbursement is not made within the stated time, the County may withhold said amount from non-Federal funds that may be due or become due to the Service Provider. The resolution shall be executed in accordance with the Department's Procedures on Audit Resolution (Rev. 2) of September 16, 1991.

**H. Independent Capacity**

In the performance of the Contract, Service Provider, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County.

**I. Service Provider Primary Contact**

The Service Provider will designate an individual to serve as the primary point of contact for this Contract. Service Provider shall notify WDD when there is a change in the primary point of contact. Service Provider or designee must respond to County inquiries within two (2) County business days.

**J. Change of Address**

Service Provider shall notify the County, in writing, within ten (10) business days of any change in mailing address.

**K. Contract Assignability**

Without the prior written consent of the County, the Service Provider is prohibited from assigning or transferring the proprietorship of this contract to any other party either in whole or part.

**L. Contract Amendments, Extensions and Waivers**

Service Provider agrees that any alterations, variations, modifications, or waivers of provisions of the Contract shall be valid only when they have been reduced to writing, duly signed and attached to the original of the Contract, and approved by the required persons and organizations. WDD retains the option to amend the Contract, as necessary, in accordance with requirements contained in any future Federal or State legislation, regulations, or policy.

Subject to availability of continuing funding and to the Service Provider's meeting all performance and administrative requirements, the contract may be extended for an additional year.

No waiver of any provision of this Contract shall be deemed, for any purpose, to be a waiver of any other provisions, or to be a continuing or subsequent waiver of the same provision.

**M. Lawsuits**

Service Provider understands and agrees that any and all legal fees or costs associated with lawsuits against the County concerning this Contract shall be the Service Provider's sole expense and shall not be charged as a cost under this Contract. In the event of any contract dispute hereunder, each party to this contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

**N. Conflict of Interest**

1. Service Provider shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or sub-Service Providers and the County. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and State law. In the event that County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by County and such conflict may constitute grounds for termination of the Contract. Service Provider shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.
2. The Service Provider assures that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee, or agent of the sub-Service Providers; or where such person knows or should have known that:
  - a. A member of such person's immediate family, partner, or organization has a financial interest in the subcontract; and

- b. The sub Service Provider is someone with whom such person has negotiated or is negotiating any prospective employment.
3. This provision shall not be construed to prohibit employment of persons with whom Service Provider's officers, employees, or agents have family, business, or other ties, so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.
4. Officers or employees of the Service Provider will not solicit or accept money or any other consideration from a third person for the performance of an act reimbursed in whole, or in part, by the Service Provider or the County.
5. The Service Provider shall not subcontract with a former director, officer, or employee within a two (2) year period following the termination of the relationship between said person and the Service Provider.
6. When conducting business involving close personal friends and associates, executives and employees will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, when administering the Contract, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates.
7. Employment or representation by former County administrative officers:
  - a. The Service Provider agrees to provide (or has already provided) information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Vendor. The information provided includes a list of former county administrative officials who terminated county employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of the Service Provider. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
  - b. If, during the course of the administration of this agreement, the County determines that the Service Provider has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
  - c. This Contract contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise, and any other Contract between the parties hereto. This Contract is not intended to and will not be construed to create the relationship of agent, employee, partnership, joint venture, or association between the County, LWIB, and the Service Provider.

**O. Nepotism**

No individual, related by blood, adoption, or marriage to any Service Provider executive, person in an administrative capacity, employee, or volunteer, shall be allowed to enroll for services or training provided by the Service Provider.

**P. Confidentiality**

1. Service Provider shall require its officers, agents, employees, volunteers and any sub Service Provider to comply with the provisions of WIA Section 136 (f)(3) and Section 444 of the General Education Provisions Act (20 U.S.C. 1232g) to assure that education records (or personally identifiable information contained therein) will be confidential and will not be open to examination for any person

not directly connected with the administration, performance, compliance, monitoring or auditing of the services provided pursuant to this contract.

2. No person will publish or disclose, or use or permit, or cause to be published or disclosed or used, any confidential information pertaining to any applicant or recipient of services under this Contract.
3. Service Provider agrees to inform all sub Service Providers, consultants, employees, agents, and partners of the above provisions and that any person knowingly and/or intentionally violating the provisions of this article is guilty of a misdemeanor.

#### **Q. Compliance with Laws and Regulations**

1. The Service Provider warrants and certifies that, in the performance of this Contract, it shall comply with all applicable laws, rules, and regulations of the United States, the State of California, and the County of San Bernardino. The Service Provider further warrants and certifies that it shall comply with any new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.
2. Examples of applicable laws, rules, or regulations include, but are not limited to, the following:
  - a. The WIA Public Law 105-220 1998, all regulations and any new legislation, regulation, or policy, which may replace or amend WIA.
  - b. Any provisions made by the County that were imposed upon the County by the State of California with respect to grant application for funds under WIA.
  - c. County of San Bernardino WDD and WIA policies as set forth in the Request for Proposals for Year Round Youth Programs PY 2004-2006.
  - d. County of San Bernardino administrative procedures and technical assistance released in the form of field memorandums and policy manuals (where applicable).
  - e. Copeland Act (Anti-Kickback) and Hobbs Act (Anti-Corruption).
  - f. Davis-Bacon Act of 1931 and Fair Labor Standards Act of 1938, as amended.
  - g. Hatch Act of 1939, as amended October 1993 and California Political Reform Act of 1974.
  - h. Equal Pay Act of 1963.
  - i. Age Discrimination Act of 1975, and Age Discrimination in Employment Act.
  - j. Military Selective Service Act, Section 3.
  - k. Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990.
  - l. Title IX of the Education Amendments of 1972 (Non-Discrimination on the Basis of Sex).
  - m. Immigration Reform and Control Act of 1986.
  - n. Executive Order 12549 (Debarment, Suspension, and Exclusion).
  - o. Child Labor Laws in California; Child Labor Standards Act; Family and Medical Leave Act of 1993; Assembly Bill 1900 of January 1995: Employment of Minors.
  - p. Drug-Free Workplace Act of 1988.
  - q. Anti Lobbying and Disclosure of Lobbying Activities.
  - r. Pro-Children Act of 1994 – Service Provider will comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994.

#### **R. Environmental Regulations**

1. EPA Regulations – If the amount awarded to Service Provider under the Contract exceeds \$100,000, Service Provider agrees to comply with Section 306 of the Clean Air Act (42 USC 1857 h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).

2. State Energy Conservation Clause – Service Provider shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 204, Division 2, Chapter 4, California Code of Regulations).

**S. Recycling**

Service Provider shall use recycled products whenever practicable, in fulfilling the terms of the Contract. Recycled printed products shall include a symbol identifying the recycled material.

**T. Notification**

In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under this Contract, notification will be made within one (1) business day in writing and by telephone.

**U. Report on Fraud and Abuse**

The Service Provider shall establish and implement appropriate internal management procedures to prevent fraud, abuse, and criminal activity. Further, the Service Provider shall establish a reporting process to ensure that the County is notified immediately of any allegation of WIA-related fraud, abuse, or criminal activity, or any suspected or proven fraud, abuse, or criminal acts committed by staff or participants. If the allegation is of an emergency and/or fiscal nature, it shall be reported to the County by telephone, and immediately thereafter, a written report shall be submitted. Proof of such report will be maintained in the Service Provider's file. Report on fraud and abuse shall be executed in accordance with the Department's policy of July 1, 1990. In addition, theft or embezzlement from employment and training funds under WIA shall be subject to a fine or imprisonment, pursuant to §665 of Title 18, United States Code.

Sample

**XVI. CONCLUSION**

This Contract is the full and complete document describing services to be rendered by Service Provider to the County including all covenants, conditions, and benefits.

The signatures of the parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this Contract to be subscribed to by the Clerk thereof, and Service Provider has caused this Contract to be subscribed in its behalf by its duly authorized officers, on the day, month and year written.

**COUNTY OF SAN BERNARDINO**

► \_\_\_\_\_  
 Bill Postmus, Chairman, Board of Supervisors  
 Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD  
 Clerk of the Board of Supervisors  
 of the County of San Bernardino

By: \_\_\_\_\_  
 Deputy

\_\_\_\_\_ *Print or type Name of Contractor*

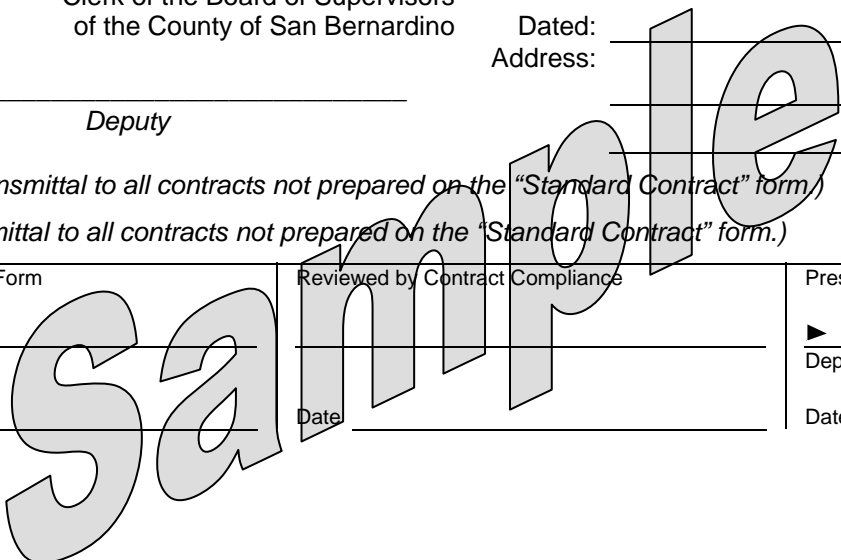
► \_\_\_\_\_  
*Authorized Signature*  
 Name: \_\_\_\_\_  
*Print or type name*

Title: \_\_\_\_\_

Dated: \_\_\_\_\_  
 Address: \_\_\_\_\_

*(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)*  
*(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)*

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
► _____ County Counsel	► _____	► _____ Department Head
Date _____	Date _____	Date _____



*Auditor/Controller-Recorder Use Only*

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed by

# WIA YOUTH BUDGET PROGRAM YEAR 2006-2008

Contractor Name: \_\_\_\_\_

Contract #: \_\_\_\_\_

<b>BUDGET SUMMARY</b>	<i>Column 1</i> <b>WIA Youth Funds</b>	<i>Column 2</i> <b>Supplemental Funds Cash</b>	<i>Column 3</i> <b>Supplemental Funds In Kind</b>	<b>TOTAL</b>
<b>SECTION I - PROGRAM</b>				
A. In school youth				0.00
B. Out-of-school youth				0.00
<b>TOTAL SECTION I - Program</b>	0.00	0.00	0.00	0.00
<b>SECTION II - ADMINISTRATION</b>				
A. In school youth				0.00
B. Out-of-school youth				0.00
<b>TOTAL SECTION II - ADMIN</b>	0.00		0.00	0.00
<b>TOTAL (Program + Admin)</b>	0.00	0.00	0.00	0.00

Column 1 must show all contract funds for the contract period (7/1/06- 6/30/08).

**Columns 2 and 3 must be equal to or greater than 35% of Column 1. Column 3 may be no more than 20% of the supplemental funding. The total is equal to the sum of Columns 1, 2 and 3.**

<b>BUDGET DETAIL</b>	<i>Column 1</i> <b>WIA Youth Funds</b>	<i>Column 2</i> <b>Supplemental Funds Cash</b>	<i>Column 3</i> <b>Supplemental Funds In Kind</b>	<b>TOTAL</b>
<b>SECTION I - PROGRAM</b>				
A. Staff Salaries & Benefits				0.00
B. Staff Travel				0.00
C. Recruitment, Advertising & Outreach				0.00
D. *Subcontracts, Formalized Agreements				0.00
E. Telephone (including long distance)				0.00
F. Internet Services				0.00
G. Contracted Services				0.00
H. Printing / Reproduction (instructional materials)				0.00
I. Training Materials / Classroom Supplies, Books				0.00
J. Participant Wages				0.00
K. Participant Stipends				0.00
L. Supportive Services				0.00
M. Other (list)				0.00
				0.00
				0.00
				0.00
				0.00
<b>TOTAL PROGRAM COSTS</b>	0.00	0.00	0.00	0.00

\* Subcontracts must have prior approval from WDD

