

**TULARE COUNTY WORKFORCE INVESTMENT BOARD
GOOD JOBS CHALLENGE
SUBRECIPIENT CONTRACT**

This award is a contract (Contract) by and between the Tulare County Workforce Investment Board, Incorporated, a California nonprofit public benefit corporation (WIB) and County of Kings, a political subdivision of the State of California (Subrecipient), on behalf of the Kings County Job Training Office (JTO), a department of Subrecipient.

The WIB hereby enters into this Contract with Subrecipient for the purpose of providing specific services, as further described in the body of the Contract, pursuant to the federal American Rescue Plan Act of 2021 as part of the Good Jobs Challenge Project and other applicable Local, State, and Federal legislation.

Contract No. #2372324 Effective From: 04/01/2024 to 06/30/2024

Program Activity: Career Services Program Name: Good Jobs Challenge

Contact Person: Julieta Martinez Telephone: (559) 852-4960

COST REIMBURSEMENT CONTRACT FUNDING ALLOCATION:

Good Jobs Challenge
\$40,539

IN WITNESS WHEREOF, the WIB and the Subrecipient have executed this Contract by having their authorized representatives affix their signatures in the spaces provided below:

SUBRECIPIENT

Doug Verboon
Administrator's Name


Chairman, Kings County Board of Supervisors
Title

Signature

Date

Zachary S. Adams
Approved by as to form

Deputy County Counsel
Title


Signature

04/29/2024
Date

Sarah Poots
Approved by as to form

Risk Manager
Title



Signature

04/24/2024

Date

TULARE COUNTY WORKFORCE INVESTMENT BOARD, INC.

Adam Peck, Executive Director

Date

1 CONTRACT

2 WITNESSETH:

3 WHEREAS, the Board of Supervisors of the County of Tulare negotiated an
4 agreement with the WIB to act as the Workforce Innovation and Opportunity Act grant
5 administrator; and under the terms of that agreement, the WIB may contract with any party for
6 purposes set forth in the approved Tulare County Local Plan;

7 WHEREAS, in response to the Fresno Economic Development Corporation's
8 (Fresno EDC) proposal titled Central Valley Built 4 Scale, Fresno EDC has been awarded a grant
9 from the U.S. Department of Commerce, Economic Development Administration (EDA) pursuant
10 to the federal American Rescue Plan Act of 2021 as part of the Good Jobs Challenge Grant, EDA
11 funding opportunity number EDA-HDQ-ARPGJ-2021-2006964;

12 WHEREAS, the EDA has executed an agreement with the Fresno EDC to act as the
13 grant administrator for the Good Jobs Challenge;

14 WHEREAS, the Fresno EDC executed an agreement with the WIB to act as the
15 multi-sector lead partner in Kings County and Tulare County to provide Good Jobs Challenge
16 Grant services;

17 WHEREAS, the WIB has a need to provide workforce development services in Kings
18 County related to the Good Jobs Challenge project to meet the Good Jobs Challenge project
19 objectives;

20 WHEREAS, the Subrecipient is specially trained, experienced, and competent to
21 perform and has agreed to provide such services; and

22 WHEREAS, the Subrecipient is willing to enter into this Contract with the WIB upon
23 the terms and conditions set forth.

24 NOW, THEREFORE, THE WIB AND THE SUBRECIPIENT AGREE as follows:=

25 1. WORK TO BE PERFORMED: The Subrecipient shall, in a satisfactory manner, as
26 reasonably determined by the WIB, perform all the activities described in the Statement of Work
27 attached hereto as Exhibit A and incorporated by reference herein.

28 It is expressly agreed that all rules, regulations, requirements, and JTO policies and
29 directives will be binding.

1 2. COMPLIANCE WITH GRANT CONDITIONS: The Subrecipient shall comply with all
2 the conditions, including the Certification, Assurances, and Standards of conduct attached to this
3 Contract as Exhibit “B,” that the WIB is required to comply with by the terms of the Good Jobs
4 Challenge agreement administered by the Fresno EDC.

5 3. REMEDIES FOR NON-COMPLIANCE: If the Subrecipient fails to comply with Federal
6 statutes, regulations, or the terms and conditions of a Federal award, the WIB may impose
7 additional conditions, as described in 2 C.F.R. § 200.208, Specific conditions. If the WIB
8 determines that noncompliance cannot be remedied by imposing additional conditions, the WIB
9 may take one or more of the following actions listed in 2 C.F.R. § 200.339, Remedies for
10 noncompliance.

11 4. REPORTS, RECORDS AND EVALUATIONS: The WIB shall evaluate and provide
12 guidance to the Subrecipient in the conduct of activities delegated under this Contract. The
13 Subrecipient agrees to submit to the WIB, within designated timelines, such reports as may be
14 required by the EDA, the Fresno EDC, or the WIB. These reports shall consist of, but not be limited
15 to, deliverables, performance, activities, expenditures, status of cash, cash requests, closeout
16 information, and customer management information. All expenditure reports must be submitted
17 upon the accrual basis of accounting. If participants are served under this Contract, the
18 Subrecipient will use CalJOBSsm, a participant data system as prescribed by the WIB. Failure to
19 adhere to reporting requirements of the Contract will result in funds not being released.

20 Subrecipient will retain all records pertinent to this Contract for a period of six (6) years
21 from the date of final payment of this Contract including but not limited to financial, statistical,
22 property, participant, and supporting documentation. If, at the end of six (6) years, there is
23 litigation or an audit involving those records, the Subrecipient will retain the records until the
24 resolution of such litigation or audit. See OMB Guidance. Subpart D, Part 200.334-200.338.

25 The WIB, Fresno EDC, and EDA, (refer to OMB Guidance, Section 200.337) will have
26 access to and the right to examine, monitor and audit all records, documents, conditions and
27 activities related to programs funded by this Contract. For purposes of this section, “access to”
28 means that the Subrecipient shall at all times maintain within the Kings County, State of California
29 a complete set of records and documents related to the program funded by this Contract. The

1 Subrecipient shall comply with this requirement regardless of whether it ceases to operate or
2 maintain a presence within the State of California before the expiration of the Contract.
3 Subrecipient's performance under the terms and conditions herein specified will be subject to an
4 evaluation by the WIB of the adequacy of the services performed, timeliness of response and a
5 general impression of the competency of the firm and its staff. Subrecipient must also conduct,
6 at minimum, an annual self-monitoring to ensure compliance with the WIB, Fresno EDC and EDA
7 grant requirements and, and 2 CFR § 200. Subrecipient will provide the WIB with a copy of the
8 monitoring report as documentation to verify the monitoring.

9 If the Subrecipient is not able to retain the participant and financial records, records
10 shall be transferred to the WIB. Such records shall be transmitted to the WIB for acceptance in
11 an orderly fashion with documents properly labeled and filed and in an acceptable condition for
12 storage.

13 5. AMENDMENTS/CHANGES: The WIB may occasionally request changes in the
14 scope of the Subrecipient services to be performed hereunder. Such changes, including any
15 increase or decrease in the amount of the Subrecipient's compensation, which are mutually
16 agreed upon by and between the WIB and the Subrecipient shall be incorporated in written
17 amendments into this Contract.

18 The WIB may also unilaterally modify this Contract under the following circumstances:

19 (a) To accommodate change in the Act or applicable federal, state, local laws, regulations,
20 rules, or policies;

21 (b) There is an increase or decrease in funding levels;

22 (c) Funds awarded to the Subrecipient have not been expended in accordance with the
23 schedule included in the Subrecipient's approved plan. If, after consultation with the
24 Subrecipient, WIB determines that funds will not be spent in a timely manner consistent with
25 regulations, and policies, reverting to the WIB;

26 (d) An Amendment is required to change the Subrecipient's name as listed on this
27 Contract. Upon receipt of legal documentation of the name change, the WIB will process the
28 amendment. Payment of cash requests presented with a new name cannot be paid prior to
29 approval of said amendment.

1 (e) A modification to the Contract is required in order to implement an adjustment to a
2 Subrecipient's plan.

3 6. DEOBLIGATION OF FUNDS: The WIB may de-obligate funds authorized under this
4 Contract if it is determined that said funds will not be fully spent during the effective dates of the
5 Contract. The de-obligation will occur upon mutual agreement by both parties; however, if an
6 agreement cannot be reached, the determination of the WIB Board of Directors is final.

7 Except as otherwise provided in this section, and section 5., this Contract may be
8 amended only in writing by the mutual agreement of both parties.

9 7. TERM: It is mutually understood between the parties that this Contract may have
10 been written before ascertaining the availability of funds, for the mutual benefit of both parties,
11 in order to avoid program and fiscal delays which would occur if the Contract was executed after
12 that determination was made. The Parties to this Contract acknowledge that the continuation of
13 the program is subject to receipt of funds from the State.

14 (a) This Contract is valid and enforceable only if:

15 i. sufficient funds are made available by the Fresno EDC and the EDA for the
16 appropriate term covered by this Contract for the purposes of this program, and

17 ii. sufficient funds available to the State by the United States Government for the
18 fiscal years covered by this Contract for the purposes of this program. In addition, this Contract
19 is subject to any additional restrictions, limitations, or conditions enacted by the Congress and
20 Legislature or any statute enacted by the Congress and Legislature that may affect the provisions,
21 terms, or funding of this Contract in any manner.

22 (b) At the expiration of the terms of this Contract or upon termination prior to the
23 expiration of this Contract, funds not obligated for the purpose of this Contract will be
24 immediately remitted to the WIB, and no longer available to the Subrecipient.

25 (c) The WIB retains the right to suspend financial assistance, in whole or in part, to
26 protect the integrity of the funds or to ensure proper operation of the program, providing the
27 Subrecipient is given prompt notice and the opportunity for an informal review of the WIB's
28 decision. The WIB Executive Director or designee will perform this informal review and will issue
29 the final administrative decision within 60 days of receiving the written request for review.

1 Failure on the part of the Subrecipient or a Subcontractor of the Subrecipient to comply with the
2 provisions of this Contract, when such failure involves fraud or misappropriation of funds, may
3 result in immediate withholding of funds.

4 (d) The Subrecipient shall be liable to the WIB for all funds not expended in
5 accordance with the Good Jobs Challenge agreement with the Fresno EDC and shall return to the
6 WIB all of those funds.

7 8. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Contract is subject
8 to all applicable laws and regulations. In the event that any provision of this Contract is
9 unenforceable or held to be unenforceable by any court or other legal authority or is agreed by
10 the parties to be in conflict with any code or regulation governing its subject matter, then the
11 parties agree that all other provisions of this Contract shall remain in full force and effect and
12 shall not be affected hereby. If the effect of nullifying any conflicting provision is such that a
13 material benefit of the Contract to either party is lost, then the Contract may be terminated at
14 the option of the affected party.

15 9. SCHEDULE OF PAYMENT: It is mutually understood and agreed that the method
16 of payment for services rendered under this Contract shall be as indicated in the Schedule of
17 Payment included in Exhibit "A," attached, and incorporated by this reference. In no event shall
18 the County or WIB be liable to the Subrecipient under this Contract for an amount in excess of
19 the amount stated on the first page of this Contract.

20 (a) The Subrecipient will submit to the WIB in such form and reasonable detail as may
21 be required, a monthly, or as otherwise agreed upon, cash request. Supporting documentation
22 of the claimed payment sought in the performance of this Contract and claimed to constitute an
23 allowable cost will be maintained by the subrecipient and available for inspection by the WIB.
24 Further, details of payment and supporting documentation required are included in Exhibit "A".

25 (b) After receipt of each cash request, the WIB shall, except as otherwise provided in
26 the Contract, and subject to the provision of (d) below, make payment thereon.

27 (c) The Tulare County Auditor and WIB may have the cash requests and supporting
28 documentation audited or monitored. Each payment made shall be subject to a reduction for
29 amounts included in the related cash request, which are found by the WIB, on the basis of such

1 audit or monitoring, not substantiated by documentation verifying compliance with the
2 provisions of this Contract. Any payment may be reduced for overpayments or increased for
3 underpayments made on preceding cash requests at the discretion of the WIB or its agents.

4 (d) Payment of cash requests is subject to receipt of funds from the Fresno EDC. In no
5 event, however, will the Subrecipient receive reimbursement for costs exceeding those set forth
6 in Exhibit "A".

7 10. INSURANCE AND INDEMNIFICATION: Subrecipients must provide the WIB
8 evidence of the coverage specified in a, b, c and d below. The evidence of coverage shall include
9 the registration number of the Contract for identification purposes. The Subrecipient shall
10 provide and keep in force during the term of this Contract or any extension thereof the following:

11 (a) Subrecipient will obtain a fidelity bond in an amount of not less than \$1,000,000
12 prior to the receipt of funds under this Contract. If the bond is canceled or reduced, Subrecipient
13 will immediately notify the WIB. In the event the bond is canceled or revised, the WIB will make
14 no further payments until it is assured that adequate coverage has been obtained.

15 (b) Subrecipient will provide [commercial] general liability insurance with a combined
16 minimum limit of \$1,000,000 or public liability and property damage coverage with a combined
17 minimum limit of not less than \$2,000,000. Such insurance policy shall name the WIB and the
18 County of Tulare and their officers, employees, and agents as additional insureds. Said insurance
19 shall be canceled or modified only upon 30 calendar days prior written notice to the WIB. The
20 Subrecipient shall file with the WIB a certificate of said coverage with original endorsements,
21 signed by a person authorized to bind coverage prior to the distribution of funds under this
22 Contract.

23 (c) Subrecipient will provide broad form automobile liability coverage with limits as
24 set forth in (a) above, which applies to both owned/leased and non-owned automobiles used by
25 the Subrecipient or its agents in performance of this Contract. Or, in the event that the
26 Subrecipient will not utilize owned/leased automobiles but intends to require employees,
27 trainees or other agents to utilize their own automobiles in performance of this Contract,
28 Subrecipient will secure and maintain on file from all such employees, trainees or agents a self-
29 certification of automobile insurance coverage.

1 (d) Subrecipient will provide worker's compensation insurance, which complies with
2 provisions of the California Labor Code, covering all employees of the Subrecipient and all
3 participants enrolled in work experience programs. Medical and Accident Insurance will be
4 carried for those participants not qualifying as "employee" (Section 3350, et seq. of the California
5 Labor Code) for worker's compensation.

6 (e) The WIB will be named as "Certificate Holder" of policies secured in compliance
7 with paragraphs 10 (a-d) above and will be provided certificates of insurance or insurance
8 company "binders" prior to any disbursement of funds under this Contract, verifying the
9 insurance requirements have been complied with. The coverage noted in paragraphs 10 (b) and
10 10 (c) above must contain the following clauses:

11 i. Insurance coverage will not be canceled or changed unless 30 days prior to
12 the effective date of cancellation or change written notice is sent by the Subrecipient to the WIB:

13 Tulare County Workforce Investment Board

14 309 W. Main St., Suite 120

15 Visalia, CA 93291

16 ii. WIB, the County of Tulare, its officers, agents, employees, and servants are
17 included as additional insured, but only insofar as the operations under this Contract are
18 concerned.

19 iii. The WIB is not responsible for payment of premiums or assessments on
20 this policy.

21 (f) The Subrecipient agrees that the liability insurance herein provided for shall be in
22 effect at all times during the term of this Contract. In the event said insurance coverage expires
23 at any time or times during the time of this Contract, the Subrecipient agrees to provide, at least
24 30 days before said expiration date, a new certificate of insurance evidencing insurance coverage
25 as provided for herein for not less than the remainder of the term of this agreement or for a
26 period of not less than one year. New certificates of insurance are subject to the approval of the
27 WIB, and the Subrecipient agrees that no work or services shall be performed prior to such
28 approval. The WIB may, in addition to any other remedies it may have, terminate the Contract
29 should Subrecipient fail to comply with these provisions. The Subrecipient shall hold harmless,

1 defend, and indemnify the WIB and the County of Tulare from and against any liability, claims,
2 actions, costs, damages, or losses, for injury, including death, to any person or damage to any
3 property arising out of Subrecipient's activities under this Contract.

4 Subrecipient is a governmental entity and will follow the following provision
5 pursuant to California Government Code Section 895.4: each party agrees to indemnify and hold
6 the other party harmless from all liability for damage to persons or property arising out of or
7 resulting from acts or omissions of the indemnifying party arising out of the performance of the
8 Contract.

9 A Subrecipient that is a non-governmental entity will follow the following
10 provision: The Subrecipient agrees to the extent permitted by law, to indemnify, defend and hold
11 harmless the WIB, its officers, agents and employees from any and all claims and losses accruing
12 or resulting to any and all contractors, subcontractors, materials persons, laborers and any other
13 persons, firms or corporations, furnishing or supplying work, services, materials, or supplies in
14 connection with the performance of this Contract, and from any and all claims and losses accruing
15 or resulting to any persons, firms or corporations which may be injured or damaged by the
16 Subrecipient in the performance of this Contract.

17 The above obligation to indemnify will continue beyond the term of this Contract
18 as to any act or omission that occurred during the term of this Contract or any extension thereto.

19 11. NONDISCRIMINATION, SERVICES and EMPLOYMENT: As a condition of the award
20 of financial assistance from the WIB, Fresno EDC and the EDA, the Subrecipient assures that it
21 will comply with the nondiscrimination and equal opportunity provisions of the following laws
22 and will remain in compliance for the duration of the award of federal financial assistance:

23 (a) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination
24 on the basis of race, color and national origin;

25 (b) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits
26 discrimination against qualified individuals with disabilities;

27 (c) The Age Discrimination Act of 1975, as amended, which prohibits discrimination
28 on the basis of age; and

29 (d) Title IX of the Education Amendments of 1972, as amended, which prohibits

1 discrimination on the basis of sex in educational programs. The Subrecipient also assures that it
2 will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above.

3 The California Fair Employment Practice Act (Government Code Section 12900 et seq.)
4 prohibits discrimination in employment on the basis of race, religion, color, sex, physical
5 disability, mental disability, medical condition, marital status, age, national origin or ancestry,
6 sexual orientation, or political affiliation, and applies to all employers, employment agencies, and
7 labor organization.

8 Title VII of the Federal 1964 Civil Rights Act (42 U.S.C. Sections 2000e – 2000e-17)
9 prohibits employment discrimination on the basis of race, color, sex, religion, or national origin,
10 age, disability, political affiliation or belief, and applies to certain employers. There are also other
11 Federal and State laws that prohibit employment discrimination in particular cases. The
12 Subrecipient shall familiarize itself with, and comply with, all applicable laws relating to
13 employment discrimination. The Subrecipient shall have a grievance procedure relating to
14 employment and shall make said procedures available to employees and participants to be in
15 compliance with OMB Guidance, Uniform Requirements, federal regulations, and state statutes,
16 regulations, and policy.

17 12. AUDITS AND INSPECTIONS: At any time during normal business hours and as often
18 as the Fresno EDC, EDA, or the WIB may deem necessary, the Subrecipient shall make available,
19 in Kings or Tulare County for examination, all of its records with respect to all matters covered by
20 this Contract. The WIB, the Fresno EDC, or EDA shall have the authority to audit, monitor,
21 examine, and make excerpts or transcripts from records, including all contracts, cash requests,
22 invoices, materials, payrolls, records of personnel, conditions of employment, and other data
23 relating to all matters covered by this Contract. The Subrecipient shall follow audit requirements
24 (single audit or program-specific audit requirement) of the OMB Guidance and Uniform
25 Requirements.

26 (a) The WIB, Fresno EDC, or EDA shall have the authority to examine the books and
27 records used by the Subrecipient in accounting for expenses incurred under this Contract. Should
28 these books and records not meet the minimum standards of accepted accounting practices, and
29 should they not be corrected within a reasonable period of time, the WIB reserves the right to

1 withhold any or all of its funding to the Subrecipient until such time as they do meet these
2 standards.

3 (b) The WIB, Fresno EDC, or EDA shall have the authority to examine all forms and
4 documents used, including, but not limited to, purchase requisitions, purchase orders, supply
5 requisitions, cash requests, invoices, journal vouchers, travel vouchers, payroll checks, and other
6 checks or warrants used by the Subrecipient for programs covered by this Contract.

7 (c) The WIB may require the Subrecipient to use any or all of the WIB accounting or
8 administrative procedures used in the planning, controlling, monitoring, and reporting of all fiscal
9 matters relating to this Contract, if the system in use is found to be inadequate.

10 (d) The WIB reserves the right to dispatch auditors of its choosing to any site where
11 any phase of the program is being conducted, controlled, or advanced in any way, tangible or
12 intangible. Such sites may include the administrative office, any branch office, or other locations
13 of the Subrecipient if such sites or the activities performed thereon have any relationship to the
14 program(s) covered by this Contract. Such on-site visits will be scheduled in order not to disrupt
15 ongoing operations.

16 (e) At the discretion of the WIB, it may have a member of its staff present at any
17 business meeting of the Subrecipient, (such as a meeting of its Board of Directors, Advisory
18 Committee, or equivalent) if an item to be discussed is in relation to this Contract.

19 (f) When a fiscal or special audit determines that the Subrecipient has expended
20 funds, which are questioned under the criteria set forth herein, the Subrecipient shall be notified
21 and given the opportunity to justify questioned expenditures prior to the WIB's final
22 determination of the disallowed costs, in accordance with the procedures

23 (g) When a disallowed costs occurs, except to the extent that the WIB determines it
24 will assume liability, the Subrecipient will be liable for and will promptly repay, to the WIB, any
25 amounts expended under this Contract found not to be in accordance with the Good Jobs
26 Challenge agreement between the WIB and Fresno EDC including, but not limited to, disallowed
27 costs. Such repayment will be from non-Good Jobs Challenge funds (Non-Federal).

28 13. TERMINATION FOR CAUSE: The WIB may, by giving thirty (30) calendar days prior
29 written notice and specifying the effective date, terminate this Contract in whole or in part for

1 any of the following causes:

2 (a) Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner
3 its obligations under this Contract, including program performance; the Subrecipient not
4 assigning adequate and qualified staff to carry out the provision of services contracted for; or
5 noncompliance with the Good Jobs Challenge Agreement and attached conditions, and such
6 statutes, the Uniform Guidance, executive orders, and legislation, as may become generally
7 applicable at any time; or,

8 (b) Ineffective or improper use of funds provided under this Contract; or,

9 (c) Suspension or termination by the EDA or Fresno EDC of the Grant to the County
10 of Tulare under which this Contract is made, or the portion or portions thereof designated by this
11 Contract.

12 (d) The WIB may also assign and transfer this Contract when required by the Fresno
13 EDC. If the Subrecipient is unable or unwilling to comply with such additional conditions as may
14 be added by the EDA, Fresno EDC or the WIB, the Subrecipient may terminate the contract by
15 giving thirty (30) calendar days prior written notice to the WIB, signifying the effective date
16 thereof. In such event, the WIB may require the Subrecipient to ensure that alternate
17 arrangements have been made for the transfer of the delegated activities to another
18 Subrecipient or to the WIB. In the event of any termination, all property and finished or unfinished
19 documents, data, studies, and reports purchased or prepared by the Subrecipient under this
20 Contract, shall be disposed of and the Subrecipient shall be entitled to compensation for any un-
21 reimbursed expenses reasonably and necessarily incurred in satisfactory performance of the
22 Contract. Notwithstanding the above, the Subrecipient shall not be relieved of liability to the WIB
23 or the County of Tulare for damages sustained by the WIB or County by virtue of any breach of
24 the Contract by the Subrecipient, and the WIB may withhold any reimbursement to the
25 Subrecipient, for the purpose of offset until such time as the exact amount of damages due the
26 WIB or County from the Subrecipient is agreed upon or otherwise determined.

27 (e) Notice of termination must be in writing and delivered personally or by deposit
28 in the U.S. mail, postage prepaid, "Certified Mail Return Receipt Requested," and will be deemed

1 to have been given at the time of personal delivery or the date of postmark by the U.S. Postal
2 Service. Notice must be addressed to the person(s) designated in section 17 of the Contract.

3 14. TERMINATION FOR CONVENIENCE:

4 (a) The performance of work under the Contract may be terminated, in whole, or in
5 part, by the WIB or the Subrecipient whenever it is determined that such termination or
6 suspension is in the best interest of the WIB or the Subrecipient. Termination of work hereunder
7 shall be effected by delivery to the Subrecipient of a "Notice of Termination" specifying the
8 extent to which performance of work under the Contract is terminated and the date upon which
9 such termination becomes effective. In no instance shall a termination for convenience be
10 effective in less than thirty (30) calendar days after receipt of written notice thereof. Notice of
11 termination must be in writing and delivered personally or by deposit in the U.S. mail, postage
12 prepaid, "Certified Mail Return Receipt Requested," and will be deemed to have been given at
13 the time of personal delivery or the date of postmark by the U.S. Postal Service. Notice must be
14 addressed to the person(s) designated in section 16 of the Contract.

15 (b) After receipt of the Notice of Termination, the Subrecipient shall cancel
16 outstanding commitments covering the procurement or rental of materials, supplies, equipment,
17 and miscellaneous items. In addition, the Subrecipient shall exercise all reasonable diligence to
18 accomplish the cancellation or diversion of outstanding commitments covering personal services
19 that extend beyond the date of such termination to the extent that they relate to the
20 performance of any work terminated by the notice. With respect to such canceled commitments,
21 the Subrecipient agrees to:

22 i. Settle all outstanding liabilities and all claims arising out of such cancellation of
23 commitments; or ratify all such settlements; and

24 ii. Assign to the WIB in the manner, at the time, and to the extent directed by the
25 WIB, all of the rights, title, and interest of the Subrecipient in property acquired under the orders
26 and Contract so terminated.

27 iii. Upon termination without cause, the WIB will pay to the Subrecipient all
28 reasonably and necessarily incurred costs associated with performance under this Contract.

29 15. PROVISION AGAINST ASSIGNMENT/CONTRACTING: Subrecipient shall neither

1 assign nor subcontract this contract, either in whole or in part, without the prior written consent
2 of the WIB, which WIB may grant, delay, deny or condition in its absolute discretion. Any of the
3 work or services specified in this Contract that will be performed by other than by the
4 Subrecipient will be evidenced by a written agreement specifying the terms and conditions of
5 such performance. The Subrecipient shall not transfer or assign any Contract funds or claims due
6 or to become due without the written approval of the WIB, having first been obtained.

7 The Subrecipient will maintain and adhere to an appropriate system, consistent with
8 federal, state, and local law, for the award and monitoring of contracts that contain acceptable
9 standards for ensuring accountability.

10 The system for awarding contracts will contain safeguards to ensure that the Subrecipient
11 does not contract with any entity whose officers have been convicted of fraud or
12 misappropriation of funds within the last two (2) years.

13 16. COMPLIANCE WITH THE Good Jobs Challenge Grant Award: The Subrecipient
14 agrees to comply with the Good Jobs Challenge Grant Award, the Fresno EDC Agreement, and
15 the EDA Agreement incorporated herein by reference.

16 Subrecipient will fully comply with:

17 (a) Title 2, Code of Federal Regulations (C.F.R.) Part 200 (Office of Management and
18 Budget Guidance) [OMB Guidance].

19 (b) Subrecipient will ensure diligence in managing programs under this contract,
20 including performing appropriate monitoring activities and taking prompt corrective action
21 against known violations of this Contract, the Fresno EDC agreement, the EDA agreement, or the
22 Good Jobs Challenge Grant Award. Subrecipient agrees to conform to the provisions of the Fresno
23 EDC and EDA agreement and the contract requirements as referenced in Uniform Guidance this
24 contract.

25 17. ENTIRE AGREEMENT: This Contract contains the entire agreement of the parties
26 and supersedes all negotiations, verbal or otherwise and any other agreement between the
27 parties hereto. This Contract is not intended to and will not be construed to create the
28 relationship of agent, servant, employee, partnership, joint venture or association between the

1 WIB and the Subrecipient. Subrecipient represents and warrants it is free to enter into and fully
2 perform this contract.

3 18. NOTICE AND DELIVERY:

4 (a) Except as may be otherwise required by law and the specified method for notice
5 of termination, any notice to be given must be written and must be either personally delivered,
6 sent by facsimile transmission, or sent by first class mail, postage prepaid, and addressed as
7 follows:

8 SUBRECIPIENT:

9 Kings County Job Training Office

10 Julieta Martinez, Economic and Workforce Development Director

11 124 N. Irwin Street

12 Hanford, CA 93230

13 Phone No.: (559) 852-4960

14 Fax No.: (559) 585-7395

15 Email: Julieta.Martinez@co.kings.ca.us

16
17 WORKFORCE INVESTMENT BOARD:

18 Tulare County Workforce Investment Board

19 Adam Peck, Executive Director

20 309 West Main St., Suite 120

21 Visalia, CA 93291

22 Phone No.: (559) 713-5200

23 Fax No.: (559) 713-5263

24 Email: apeck@tularewib.org

25 (b) Notice personally delivered is effective when delivered. Notice sent by facsimile
26 transmission is deemed to be received upon successful transmission. Notice sent by first class
27 mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may
28 change the above address by giving written notice under this section.

1 19. AUTHORITY: Subrecipient represents and warrants to WIB that the individual(s)
2 signing this Contract on its behalf are duly authorized and have legal capacity to sign this Contract
3 and bind Subrecipient to its terms. Subrecipient acknowledges that WIB has relied upon this
4 representation and warranty in entering into this Agreement.

5 20. COUNTERPARTS: The Parties may sign this Contract in counterparts, each of
6 which shall be deemed an original and all of which taken together form one and the same
7 agreement. A signed copy or signed counterpart of this Contract delivered by facsimile, email,
8 or other means of electronic transmission shall be deemed to have the same legal effect as
9 delivery of a signed original or signed copy of this contract.

10 21. MANUAL SIGNATURES: The Parties may sign this Contract by means of a manual
11 signature.

EXHIBIT A

Kings County JTO Statement of Work Good Jobs Challenge (GJC)

1. Summary of Grant

The GJC is designed to help get Americans back to work and increase wage growth by investing in (1) developing and strengthening the regional workforce training systems that support sectoral partnerships, (2) designing sectoral partnerships, and (3) implementing sectoral partnerships that will lead to high-quality jobs.

A “[high-quality job](#)” is defined as a job that exceeds the local prevailing wage for an industry in the region, includes basic benefits (e.g., paid leave, health insurance, retirement/savings plan), and/or is unionized, and helps the employee develop the skills and experiences necessary to advance along a career path. “[Prevailing wage rate](#)” is defined by the Department of Labor as “the average wage paid to similarly employed workers in a specific occupation in the area of intended employment.”

GJC will build upon strong relationships with industry and our community college partners to develop a clear pathway for workers to obtain quality jobs in the focus sectors. A primary conduit to coordinate with industrial businesses in our community is the South Valley Industrial Collaborative (SVIC). The newly developed industry partnership will connect industry needs to the service partners who can meet those industry needs.

The goal of the regional workforce training systems is to create and support effective training programs that will connect in-demand and emerging skill needs of businesses with qualified workers, and help workers find and retain quality jobs and careers.

- A. GJC Purpose:** The purpose of GJC is to identify quality jobs and build pathways to those jobs in close partnership with community colleges, industry businesses, workforce, and other stakeholders in the target industries. Training pathways are designed to explicitly help participants get and keep identified and available jobs.
- B. Subrecipient Role:** The Subrecipient shall provide individual case management, career coaching, training referrals, provide follow-up services, and collaborate with the regional coordination of partnerships to serve target industries.
- C. The Workforce Investment Board Responsibilities (WIB):** The WIB is responsible to partner with the Fresno Economic Development Corporation (EDC) and SVIC and provide EDC with financial and participant data. The WIB will provide the Subrecipient with the following support:
 - i. Provide technical assistance and training.

- ii. Attend regular Fresno EDC meetings with the U.S. Economic Development Administration (EDA) for guidance and best practices.
- iii. Track obligations and payments to ensure costs are expended.
- iv. Review data entry in CalJOBS.
- v. Submit narrative performance reports to the EDC.
- vi. Utilize the EDA Workforce Data Collection Instrument to report performance data to the EDC.
- vii. Track the Subrecipient's expenditures using the monthly financial reports.
- viii. Subcontract with SVIC to convene Industrial Partners.

D. GJC Partners: Partners include community colleges, education, businesses, and other stakeholders in the target industries. Sectoral partnerships will connect Industrial businesses with key regional stakeholders.

E. Target Industries: The subrecipient will assist and support participants in a career path that aligns with their career goals to gain skills and quality jobs in high-demand industrial trades, within target industries, as defined under the [North American Industry Classification System \(NAICS\)](#).

GJC target industries include:

- Manufacturing - [NAICS Code 31-33](#)

Manufacturing includes businesses engaged in mechanical, physical, or chemical transportation of materials, substances, or components into new products including plants, factories, or mills (except where the activity is classified in Sector 23 Construction).

- Transportation and Warehousing - [NAICS Code 48-49](#)

Transportation and Warehousing include industries providing transportation of passengers, cargo, warehousing and storage, scenic transportation, and activities that support related modes. These include three types of activities:

- Transportation
- Warehousing and storage
- Support activities for transportation

When these industries are clustered in this way, they are referred to as "Industrial".

Reference the [United States Census Bureau NAICS](#) for further information.

F. Target Populations: The Sectoral Partnership(s) in this Good Jobs Challenge project will seek to address and serve populations with labor market barriers.

Participants eligible for GJC include individuals:

- i. Authorized to work in U.S.
- ii. Not currently employed in High-Quality job as defined above.

Refer to the eligibility section in this statement of work for more information.

2. Good Jobs Challenge Phases

The GJC project is designed in two phases, Program Design and Program Implementation (training). The design phase will focus on engaging, recruiting, and convening industry partners to identify key industry needs and critical jobs. This phase will also focus on identifying other key stakeholders and inviting them to learn the needs of the industry.

The EDA will review all requests to transition to Program Implementation. The WIB will submit requests to progress forward to phase II Program Implementation to the EDA for review and approval. Good Jobs Challenge funding for training will only be accessible after approval is received from the EDA to start the Program Implementation phase. The phase requirements are listed below.

A. Program Design Requirements:

- i. Roles and responsibilities for key stakeholders
- ii. Evidence of key stakeholders convening and engagement
- iii. Plan to provide wraparound services to participants and plans to work with community-based organizations, local leaders and other key partners to deliver this work effectively to participants
- iv. Documents from key stakeholders including memoranda of agreement (or similar agreements) and letters of support from stakeholders
- v. Any other relevant meeting minutes and regional workforce training system plans and reports

B. Program Implementation Requirements:

- i. Number of employers that have committed to hiring participants
- ii. Number of employees employers have committed to hire
- iii. Commitments from employers to hire participants into in-demand industries/roles
- iv. Number of commitments that have shifted from conditional to firm commitments to hire
- v. Documentation of employer needs for selected industries/roles
- vi. Evidence that curriculum to support in-demand industries/roles has been developed

- vii. Plan to partner with community-based organizations and/or worker-serving organizations to conduct outreach and recruit underserved workers to participate in program

3. Sectoral Partnership(s)

The Sectoral Partnership(s) will connect businesses in the industrial industries, described above in the Target Industries section, with key regional stakeholders.

A Sectoral Partnership is a workforce collaborative created to organize key stakeholders in an industry cluster working group that focuses on the shared goals and human resources needs of the industry cluster and that includes at the appropriate stage of development of the partnership.

Stakeholders include but are not limited to:

- Governmental entities,
- Economic development organizations,
- Workforce development boards,
- Employment Connection
- Kings County Job Training Office
- Employer-facing organizations and employer associations,
- Education and training providers,
- Community-based organizations (CBOs) (including faith-based organizations), worker-serving organizations (WSOs),
- Labor unions,
- And/or other key stakeholders with responsibilities in advancing the goals of the sectoral partnerships.

For additional “sectoral partnership” information, refer to the [Good Jobs Challenge Pre-Award Frequency Asked Questions Introduction and Key Definitions section b.](#)

4. Participant Eligibility

Participants eligible for GJC include individuals authorized to work in the U.S. and not currently employed in high-quality job as defined above.

- A. GJC Target Populations:** All Sectoral Partnerships in this GJC project will seek to address and serve populations with labor market barriers.

The GJC investment priorities include equity, which the EDA identifies as investments that directly benefit (1) one or more traditionally underserved populations, including but not limited to women, Black, Latino, and Indigenous and Native American persons, Asian Americans, and Pacific Islanders or underserved communities within geographies that have been systemically and/or systematically denied a full opportunity to participate in aspects of

economic prosperity such as Tribal Lands, Persistent Poverty Counties, and rural areas with demonstrated, historical underservice.

- i. The Sectoral Partnership(s) in this Good Jobs Challenge project will seek to address and serve populations with labor market barriers which include but are not limited to:
 - a. Individuals with disabilities,
 - b. Disconnected youth,
 - c. Individuals in recovery,
 - d. Individuals with past criminal records including justice-impacted and reentry participants,
 - e. Individuals receiving the Supplemental Nutrition Assistance Program (SNAP),
 - f. Individuals receiving Temporary Assistance for Needy Families (TANF),
 - g. Women, Infants and Children (WIC), and/or
 - h. Veterans and military spouses.

B. Program Eligibility Requirements: Eligible training and employment placement participants are those who would be authorized to work in the United States and who are not currently employed in a high-quality job as defined above. Documentation to verify both requirements must be documented in the participant's file.

- i. Documentation includes:
 - a. Registration in CalJOBS
 - b. Documentation uploaded in the customer's file verifying authorization to work.
 - The documentation of an individual's authorization to work must be conducted in compliance with Title 8 Code of Federal Regulations Section 274a.2. This section specifies that the requirements published in the U.S. Citizenship and Immigration Services Form I-9, are to be used in verifying and documenting that an individual is authorized to work in the United States. As specified in the Form I-9, staff must accept as evidence of employment authorization, any of the documents listed on the last page of Form I-9. Individuals may present any List A document or a combination of a List B and a List C document. For additional guidance regarding the Form I-9, see the U.S. Citizenship and Immigration Services website at www.uscis.gov.

- The Subrecipient must verify an individual’s authorization to work no later than the time of enrollment into the GJC.
 - The Subrecipient must keep scanned copies of the individual’s Form I-9 documents for monitoring purposes.
 - “Right to Work” is conducted in compliance with federal requirements Title 8 CFR Section 274a.2. Subrecipients are to verify and track expiration dates of individuals’ legal status or work authorization documentation and record expiration date of right to work documents in case notes. CalJOBS provides staff resources to track participant INS expiration dates. The alert will notify staff of an individual in their case load whose authorization to work is about to expire. The Subrecipient must take the necessary steps to obtain current INS documents to verify the participant continues to be eligible to receive GJC services. The U.S. Citizenship and Immigration Services website; uscis.gov provides further guidance in obtaining appropriate I-9 documents and resources.
- ii. The Subrecipient is responsible for screening and determining that an individual meets the criteria and must provide documentation showing how the individual was determined eligible for GJC. In addition, the case file must include documentation that the customer’s career goals align with the targeted industries described above.
 - iii. Participants enrolled in GJC will have activity codes entered using local grant code TUL963. The activity codes are to be used if applicable to the participant based on a thorough assessment for career planning. The following activities will utilize the GJC local grant code TUL963.
 - 202 - Career Planning
 - 200 – Career Coaching
 - 205 - Individual Employment Plan (IEP)
 - 125 - Job Search Placement

C. Co-enrollment: GJC participants will be assessed for co-enrollment for other opportunities and funding streams based on need and consider leveraging other resources as available.

5. Participant Outreach and Referrals

Customers enrolled in WIOA whose career goals align with the target industries described above shall be referred to the designated GJC career coach for assessment for GJC co-enrollment and training. Internal referrals may be provided by the intake specialist or a

career services coach. An OSY participant identified as having an interest in a career in the target industries described above will be referred to the career services intake specialist using the most current guidance for internal referrals.

6. Participant Services

A. Career Services: The designated career coach will provide case management and support for participants transitioning to a quality job leading to self-sufficiency.

In addition, the career coach will:

- i. Facilitate one-on-one counseling, case management, orientations, and workshops, assist with resume building, and help participants job search and navigate CalJOBS.
- ii. Address obstacles to employment with the participant, refer for support services as needed, and assist the participant with identifying solutions.
- iii. Refer participants to training to meet the needs of the participant. Good Jobs Challenge training funds will be accessible in phase II, Program Implementation.
- iv. Connect job seekers who have been trained to employment with industrial businesses through job fairs and recruitment assistance.
- v. Develop GJC participants to become job-ready candidates.
- vi. Provide case management, supportive services, career coaching, and other individualized services to participants in the project.
- vii. Track participant outcomes.
- viii. Prepare GJC participants to become job ready candidates to meet the workforce needs of area employers. with access to employers, hiring commitments, and jobs available through the Industrial Sector Partnership.
- ix. Individualized services are based on customer needs and may include but are not limited to:
 - Interview prep and mock interviews
 - Resume assistance
 - Career Coaching
 - Job Referrals
 - Job Fairs

B. Case Management: Contacts with participants enrolled in GJC must occur at least once a month. Engagement must include providing a value-added service. If the participant is unresponsive, staff must make a minimum of three contact attempts during the reporting month for a minimum of three months. This includes GJC participants enrolled in training. Attempts must be case noted within 10 calendar days.

- C. **Workshops:** GJC participants will be provided with access to job readiness workshops to meet their needs.
- D. **Training:** Attainment of skills identified by Industrial Businesses is a key strategy for GJC. GJC training funds are designated for training that will align with industry needs as identified by the Industrial Sector Partnership(s).

The WIB will contract with education partners as identified by the partnership to fund training. Training funds will be accessible after the EDA has provided authorization to transition from phase I (design) to phase II (implementation).

Examples of training include, but are not limited to:

- i. Short-term contract education
 - Contract education is training in which a community college district contracts with a public or private entity for the purposes of providing instruction or services or both by the community college and may be conducted as a student cohort. (California Education Code Section 78020)
- ii. Incumbent Worker Training (IWT)
 - IWT provides both workers and employers with the opportunity to build and maintain a quality workforce and increase both participants' and businesses' competitiveness.
 - IWT is a type of work-based training and upskilling designed to ensure workers can acquire and develop the skills necessary to increase the skill levels of employees so they can be promoted within the company and create backfill opportunities for employers.
 - Refer to [WSD 19-01](#) or the most current directive for additional information.

The subrecipient will work closely with the WIB and the sector partnership(s) to transition GJC participants to training and quality jobs.

- E. **Job Ready Candidates:** Subrecipient will develop GJC participants to become job-ready candidates which will meet the workforce needs of Kings County businesses. GJC participants are not required to co-enroll in WIOA. Co-enrollment is determined based on the needs of the customer to leverage other funding sources.
- F. **Job Placement:** As the convenor, SVIC will develop an industrial partnership and obtain hiring commitments and opportunities based on business needs. GJC

participants will be linked to those opportunities through the partnership. The subrecipient is a stakeholder in the industrial partnership.

- i. **Employer Commitments:** Employer commitments include, but are not limited to:
 - Work-and-Learn, including Registered Apprenticeships.
 - Conditional Hiring: An employer hires a worker on the condition of successful completion of the training program and demonstration of skill acquisition.
 - Employer Commitments to Hire: Employers commit to hiring a specific number of workers who successfully complete the training program provided through the regional workforce training partnership.
- ii. **Job Placement:** Unsubsidized employment must be case noted within 10 calendar days upon verification of employment. The subject line of the case note must read: Placed in unsubsidized employment. The case note must include the name of the company, job title, wages, benefits, date of hire, if the employment is a quality job, is training-related, and the justification to determine if the placement is a quality job.
 - Local Status Tracking: A Local Status Tracking activity for Unsubsidized Employment will also be entered in accordance with the applicable GJC grant. If employment is a result of training completion (training-related employment) a Local Status Tracking activity for GJC Training-Related Employment must be entered.

G. JTO Continued Services: After completion of training the subrecipient will provide participants who are not gainfully employed continued support to include:

- Job search assistance
- Direct placement
- Follow-up

Participants that do not gain employment or become unemployed during participation will receive reengagement services which may include reassessing training and educational needs, providing job search assistance, conducting case management support, assessing barriers to employment, and sending referrals to other community-based organizations to address barriers as needed.

H. Case notes: The subrecipient will enter case notes for all activities and correspondence with the participant and other contacts on their behalf. The subrecipient staff must enter case notes within 10 calendar days from date of participant contact.

- I. **Closures/Case Closures:** Upon successful completion of all services, capture the “entered employment information” at the time of case closure and enter applicable employment information (employer name, address, phone number and contact, participant job title, wages, entered employment date, and select “training-related employment”).

7. Collaboration/Training

The subrecipient is an identified stakeholder in the sector partnership and is key in linking job seekers to quality jobs. The subrecipient will attend collaborative meetings, including but not limited to, convenings hosted by the Industrial Sector Partnership.

- A. **Community of Practice (CoP):** The Good Jobs Challenge CoP is a robust, multi-layered, Community of Practice and technical assistance strategy for Good Jobs Challenge grantees. It is designed to foster collaboration among grantees, provide wraparound support for grantees throughout project implementation, and identify best practices to benefit the greater community of workforce, education, and economic development stakeholders. The initiative will equip local and regional leaders to drive equitable and inclusive recovery of workforce systems and foster long-lasting stability for citizens, businesses, and industries in grantees’ regions. A national CoP, led by Jobs for the Future (JFF), will share best practices, provide technical assistance, and extend professional networks for the GJC.

8. WIB Business Services

GJC participants are strategically placed in training that will lead to job placement. Business services includes business engagement, recruitment assistance, and Rapid Response. The WIB will work with local businesses to understand their workforce needs and, when necessary, connect to services offered by JTO.

9. Performance and Data Reporting/Tracking

The Subrecipient will maintain and case manage participant files in CalJOBS.org in addition to other tracking tools as required by the EDA. The files must include case notes, activity codes for services provided, and uploaded documents.

- A. **GJC Performance Goals:** The subrecipient will meet the following performance goals for GJC participants and document activities using CalJOBS and the EDA Workforce Data Collection Instrument.

Good Jobs Challenge (July 10, 2023 – June 30, 2024)	Goal
Total to be served/enrolled	10
Enroll in training *	10

Complete training*	10
High Quality Job Placement	0

*Refer to Participant Services section D, training section 7, for qualifying training activities.

B. Local Status Tracking: The following activity codes must be entered in CalJOBS to track GJC outcomes not linked to the WIOA activities codes.

- GJC Unsubsidized Employment
- GJC Completion of Training
- GJC Training Related Employment

C. GJC EDA Workforce Data Collection Instrument: In addition to activities in CalJOBS, a GJC EDA Workforce Data Collection Instrument will be utilized to report additional data requirements as applicable to the participant. Additional guidance will be provided through the EDA Workforce Data Collection Instrument Guide and Terms and Definitions.

Data collected from the EDA Workforce Data Collection Instrument will be uploaded to the U.S. Census Bureau by the Fresno Economic Development Corporation (EDC). All Personally Identifiable Information (PII) is collected and stored under a Census Bureau System of Records Notices (SORN). A detailed description of the requirements and use of SORN can be found on the [Census Bureau System- SORN](#).

D. Performance Reports: GJC performance reports will be submitted to the WIB to identify the number of individuals served and the number of those meeting performance measures.

- i. Program Narrative Report: The subrecipient shall submit a quarterly program narrative report that includes, but is not limited to:
 - Project status and outcomes to date and if performance is on track with the performance plan
 - Justification if performance is not on track with the performance plan
 - Qualitative and quantitative data – including participant outcomes (if applicable)
 - Project progression, adjustments/course corrections, challenges, and successes
 - Major activities that occurred during the quarter such as participation in sector partnerships, participants’ attainment of credentials, placement in employment, program challenges, successes, and program highlights

- Innovations, best practices, and lessons learned
 - Technical assistance needs and opportunities
- ii. Participant Success Stories: The Subrecipient shall submit one or more participant success profiles each quarter. In addition, the participant must sign an authorized consent form which must be scanned into the participant's case file. Subrecipient may refer to the *WIB Success Story Policy and Process* (Policy Memoranda [TUL PM 22-03](#)) or the most current Policy Memoranda.
- iii. Program Reports
- Monthly Performance Reports, outcomes and financials must be completed and submitted to the WIB by the 5th of the following month.
 - Participant success profiles are due quarterly by the 5th of the following quarter.
 - Program Narrative reports are due quarterly by the 5th of the following quarter.

10. Closeout

This Good Jobs Challenge Statement of Work is effective through June 30, 2024. Closeout information related to this program must be provided to the WIB no later than 15 days after the contract period.

EXHIBIT B

CERTIFICATIONS, ASSURANCES, AND STANDARDS

Except as otherwise indicated, the Subrecipient agrees to comply with the certifications, assurances, and standards set out in this Exhibit. Failure to comply with all requirements of the certifications may result in suspension of payment under this contract or termination of this contract, or both, and the Subrecipient may be ineligible for award of future contracts if the WIB determines that any of the following has occurred:

- a. False information on the certifications, assurances and standards, or
- b. Violation of the terms of the certifications, assurances and standards by failing to carry out the requirements as noted in this Exhibit.

1. Steven's Amendment

Requirement to Provide Certain Information in Public Communications (Steven's Amendment) Pursuant to Public Law 116-260, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

- a. The percentage of the total costs of the program or project which will be financed with Federal money;
- b. The dollar amount of Federal funds for the project or program; and
- c. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental source.

2. Resolution

The Subrecipient must provide the WIB with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of this contract. Preferably resolutions should authorize a designated position rather than a named individual.

3. Procurement Standards

The Subrecipient must use the methods of procurement in accordance with 2 C.F.R. § 200.320.

4. Grievances and Complaint System

Subrecipient will establish and maintain a grievance and complaint procedure in compliance with the Uniform Requirements, 28 CFR § 42.408 - Complaint procedures, federal regulations and state statutes, and county statutes, regulations, and policy.

All notices of termination must be in writing and be delivered personally or by deposit in the U.S. Mail, postage prepaid, "Certified Mail-Return Receipt Requested", and will be deemed to have

been given at the time of personal delivery or of the date of postmark by the U.S. Postal Service.

Notices to the Subrecipient will be addressed to: Julieta Martinez Economic and Workforce Development Director Kings County Job Training Office 124 N. Irwin Street Hanford, CA 93230	Notices to the WIB will be addressed to: Adam Peck Executive Director Workforce Investment Board 309 W. Main Street, Ste. 120 Visalia, CA 93291
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5. Audit Requirements

- a. The Subrecipient will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. All governmental and non-profit organizations must follow the audit requirements (single audit or program-specific audit requirement) of OMB Guidance, and Uniform Requirements.
- b. The WIB and/or auditors performing monitoring or audits of the Subrecipient, or its sub-contracting service providers will immediately report to the WIB any incidents of fraud, abuse or other criminal activity in relation to this subgrant agreement, or its regulations.

6. Accounting and Cash Management

- a. Subrecipient will comply with controls, record keeping and fund accounting procedure requirements of 2CFR 200 Uniform Guidance, the terms of the Good Jobs Challenge agreement administered by the Fresno EDC, and federal regulations to ensure the proper disbursement of, and accounting for, program funds paid to the Subrecipient and disbursed under this contract.
- b. Subrecipient will submit requests for cash to coincide with immediate cash needs and assure that no excess cash is on deposit in their accounts or the accounts of any sub-contracting Subrecipient in accordance with procedures established by the WIB. Failure to adhere to these provisions may result in suspending cash draw down privileges and providing funds through a reimbursement process.
- c. The WIB retains the authority to adjust specific amounts of cash requested if the WIB's records and subsequent verification with the Subrecipient indicate that the Subrecipient has an excessive amount of cash in its account.
- d. Income (including interest income) generated as a result of the receipt of Good Jobs Challenge activities, will be utilized in accordance with policy and procedures established by the WIB. Subrecipient will account for any such generated income separately.

- e. Subrecipient shall not be required to maintain a separate bank account but shall separately account for Good Jobs Challenge funds on deposit. All funding under this contract will be made by check or wire transfer payable to the Subrecipient for deposit in Subrecipient's bank account. To provide for the necessary and proper internal controls, funds should be withdrawn and disbursed by no less than two representatives of the Subrecipient.

7. Consultants

Fees paid to a consultant, who provides services under a program, shall be limited to \$750 per day (representing an 8-hour workday). Any fees paid in excess of this amount cannot be paid without prior approval from the Grant Officer.

8. Conflicts

- a. Subrecipient will cooperate in the resolution of any conflict with WIB that may occur from the activities funded under this contract.
- b. In the event of a dispute between the WIB and the Subrecipient over any part of this contract, the dispute may be submitted to non-binding arbitration upon the consent of both the WIB and the Subrecipient. An election for arbitration pursuant to this provision will not preclude either party from pursuing any remedy for relief otherwise available.

9. Certification and Assurances

Except as otherwise indicated, the following certifications apply to all Subrecipients:

- a. Corporate Registration: The Subrecipient, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.
- b. The Subrecipient agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. §12101 et seq).
- c. Sectarian Activities: The Subrecipient certifies that this contract does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- d. National Labor Relations Board: The Subrecipient (if not a public entity), by signing this contract, does swear under penalty of perjury, that no more than one (1) final unappeasable finding of contempt of court by a Federal court has been issued against the Subrecipient within the immediately preceding two-year period because of Subrecipient's failure to comply with an order of a federal court, which orders the

Subrecipient to comply with an order of the National Labor Relations Board (Pub. Contract Code § 10296).

- e. Federal Funding Accountability and Transparency Act (FFATA): As required by the FFATA, recipients of federal awards are required to report sub-award and executive compensation information. By signing this contract, the Subrecipient hereby assures and certifies to comply with the provisions of FFATA, which includes requirements on executive compensation, and requirements implementing FFATA at 2 C.F.R. part 25 and 2. C.F.R. part 170.
- f. Prior Findings: Subrecipient, by signing this contract, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous contractual agreement with the EDA, EDC, or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
- g. Drug Free Workplace Certification: By signing this contract, the Subrecipient hereby certifies under penalty of perjury, under the laws of the State of California, that the Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - i. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - ii. Establish a Drug-Free Awareness Program as required to inform employees about:
 - 1. the dangers of drug abuse in the workplace;
 - 2. the person's or organization's policy of maintaining a drug-free workplace;
 - 3. any available counseling, rehabilitation and employee assistance programs; and,
 - 4. any penalties that may be imposed upon employees for drug abuse violations.
 - iii. Every employee who works on this contract will:
 - 1. receive a copy of the company's drug-free policy statement; and,
 - 2. agree to abide by the terms of the company's statement as a condition of employment on the contract.
 - iv. Failure to comply with these requirements may result in suspension of payments under this contract or termination of the contract or both and Subrecipient may be ineligible for award of any future contract in the WIB determines that any of the following has occurred: the Subrecipient has made false certification; or violated the certification by failing to carry out the requirements as noted above (Gov. Code § 8350 et seq.)

- h. Expatriate Corporations: Subrecipient hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code §§ 10286 and 10286.1 and is eligible to contract with the State of California.
- i. Priority Hiring Considerations: If this contract includes services in excess of \$200,000, the Subrecipient shall give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under Welfare and Institutions Code §11200 pursuant to California Public Contract Code Section §10353.
- j. Sweatfree Code-of Conduct:
 - i. All Subrecipients contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to this subgrant agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Subrecipient further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code § 6108.
 - ii. The Subrecipient agrees to cooperate fully in providing reasonable access to the Subrecipient's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (1).
- k. Child Support Compliance: For any form of agreement in excess of \$100,000 the subrecipient acknowledges in accordance with Public Contract Code § 7110, that:
 - i. The importance of child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with § 5200) of Part 5 of Division 9 of the Family Code; and
 - ii. The Subrecipient, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all

new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).

- I. Air/Water Pollution violation certification: Under the State laws, the Subrecipient shall not be:
 - i. in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
 - ii. subject to cease and desist order not subject to review issued pursuant to California Water Code Section 13301 for violation of waste discharge requirements or discharge prohibitions; or
 - iii. finally determined to be in violation of provisions of federal law relating to air or water pollution.

- m. Clean Air Act: Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).

- n. Domestic Partners: For contracts over \$100,000 executed or amended after January 1, 2007, the Subrecipient certifies that it is in compliance with Public Contract Code §10295.3.

- o. Debarment and Suspension Certification: By signing this contract, the subrecipient hereby certifies under penalty of perjury under the laws of the State of California that the Subrecipient will comply with regulations implementing Executive Order 12549 and 12689, Debarment and Suspension and OMB Guidance 2 CFR Part 180, that the Subrecipient, to the best of its knowledge and belief, that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - ii. Have not within a three-year period preceding this contract been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Section 2 of this certification.
 - iv. Have not within a three-year period preceding this contract had one or more public transactions (federal, state or local) terminated for cause or default.Where the Subrecipient is unable to certify to any of the statements in this

certification, such prospective participant shall attach an explanation to this agreement.

- p. Lobbying Restrictions: By signing this contract, the Subrecipient hereby assures and certifies to the lobbying restrictions in 2 C.F.R. § 200.450 and in 29 C.F.R. Part 93 and in the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- i. No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - iii. The undersigned shall require that the language of the lobbying restrictions be included in the award documents for contract transactions over \$100,000 (per OMB) at all tiers (including contracts and subcontracts, under grants, loan, or cooperative agreements), and that all Subrecipients shall certify and disclose accordingly.
 - iv. This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

10. Standards of Conduct

The following standards apply to all Subrecipients:

- a. General Assurance: Every reasonable course of action will be taken by the Subrecipient in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This contract will be administered in an impartial manner, free from efforts to gain personal, financial or political gain.
- b. Avoidance of Conflict of Economic Interest: An executive or employee of the Subrecipient, an elected official in the area or a member of the Local Board, will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by the Subrecipient. Supplies, materials, equipment or

services purchased with contract funds will be used solely for purposes allowed under this contract. No member of the Local Board will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.

11. Coordination

Subrecipient will, to the maximum extent feasible, coordinate Good Jobs Challenge activities supported under this agreement with other employment and training programs the subrecipient may provide, based upon participant eligibility for said programs.

12. Property

- a. **Purchase of Property:** The purchase of property (materials and nonexpendable supplies) with a unit price of \$3,000 or more, or an aggregate cost of \$3,000 or more, must first be approved in writing by the WIB Executive Director or Designee. The Subrecipient shall submit, to the WIB, a "Property Acquisition Request" that contains sufficient justification to show the need for the item(s) requested for purchase. Title to such property purchased under this Contract vests in the WIB. All equipment that is tangible property such as computers, monitors, projectors, etc. must contain a WIB issued tag and recorded for inventory tracing purposes. General purpose equipment do not require a WIB issued tag such as tables, desks, chairs, etc., but will be recorded and traced for inventory purposes. All equipment and general-purpose equipment must be forwarded to the WIB.
- b. **Inventory of Property:** All equipment (tangible property) should have a WIB issued tag and kept an active inventory log. The Subrecipient inventory records must include the following:
 - i. A description of property
 - ii. Manufacturer's serial number
 - iii. Model number or another identification number
 - iv. Date purchased
 - v. Purchase price
 - vi. Location of property
 - vii. Disposition of property
 - viii. WIB issued tag number

Subrecipient inventory log records are subject to review and are subject to audits and inspections.

- c. All property, whether finished or unfinished documents, data, studies and reports prepared or purchased by the Subrecipient under this contract, will be disposed of in accordance with the direction of the WIB. In addition, any tools and/or equipment furnished to the Subrecipient by the WIB and/or purchased by the Subrecipient with funds pursuant to this contract will be limited to use within the activities outlined in this

contract and will remain the property of the EDD and/or the WIB. Upon termination of this contract, Subrecipient will immediately return such tools and/or equipment to the WIB or dispose of them in accordance with the direction of the WIB.

13. Salary and Bonus Limitations

In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006, shall be used by a recipient or Subrecipient to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in Uniform Guidance 2 CFR Part 200, and the DOL Exceptions 2 CFR Part 2900. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from recipients of such funds, taking into account factors including the relative cost-of-living in the States, the compensation levels for programs involved. The incurrence of costs and receiving reimbursement for these costs under this award certifies that your organization has read the above special condition and is in compliance.

Intellectual Property Provisions

1. Federal Funding

- a. Pursuant to 2 CFR 200.315, in any subgrant funded in whole or in part by the federal government, WIB may acquire and maintain the Intellectual Property and intangible property (as defined in 2 CFR 200.59) rights, title, and ownership, which result directly or indirectly from the contract. The federal government shall have a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use the Intellectual Property for Federal purposes, and to authorize others to do so. However, pursuant to 2 CFR 2900.13, Intellectual Property developed under this contract will be licensed under a Creative Common Attribution license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and requires such users to attribute the work in a matter specific by the WIB.

2. Ownership

- a. Except where WIB has agreed in a signed writing to accept a license, WIB shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Subrecipient or WIB and which result directly or indirectly from this contract.
- b. For the purposes of this contract, Intellectual Property means recognized protectable rights and interest such as: patents (whether or not issued), copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity,

author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by WIB, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

- c. For the purposes of the definition of Intellectual Property, "works" means all literary works, writings, and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.
- d. In the performance of this contract, Subrecipient may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this contract. In addition, under this contract, Subrecipient may access and utilize certain of WIB's intellectual property in existence prior to the effective date of this contract. Except as otherwise set forth herein, Subrecipient shall not use any of WIB's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of WIB. Except as otherwise set forth herein, neither the Subrecipient nor WIB shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this contract, Subrecipient accesses any third-party Intellectual Property that is licensed to WIB, Subrecipient agrees to abide by all license and confidentiality restrictions applicable to WIB in the third-party's license agreement.
- e. Subrecipient agrees to cooperate with WIB in establishing or maintaining WIB's exclusive rights in the Intellectual Property, and in assuring WIB's sole rights against third parties with respect to the Intellectual Property. If the Subrecipient enters into any agreements or subcontracts with other parties in order to perform this contract, Subrecipient shall require the terms of the agreement(s) to include all Intellectual Property provisions of paragraph 19(a) through 19(i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to WIB all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Subrecipient or WIB and which result directly or indirectly from this contract or any subcontract.

- f. Subrecipient further agrees to assist and cooperate with WIB in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce WIB's Intellectual Property rights and interests.

3. Retained Rights / License Rights

- a. Except for Intellectual Property made, conceived, derived from, or reduced to practice by Subrecipient or WIB and which result directly or indirectly from this contract, Subrecipient shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this contract. Subrecipient hereby grants to WIB, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Subrecipient's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this contract, unless Subrecipient assigns all rights, title and interest in the Intellectual Property as set forth herein.
- b. Nothing in this provision shall restrict, limit, or otherwise prevent Subrecipient from using any ideas, concepts, know-how, methodology or techniques related to its performance under this contract, provided that Subrecipient's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of WIB or third party, or result in a breach or default of any provisions of paragraph 19(a) through 19(i) or result in a breach of any provisions of law relating to confidentiality.

4. Copyright

- a. Subrecipient agrees that for purposes of copyright law, all works (as defined in Ownership, Intellectual Property (2) of authorship made by or on behalf of Subrecipient in connection with Subrecipient's performance of this contract shall be deemed "works made for hire." Subrecipient further agrees that the work of each person utilized by Subrecipient in connection with the performance of this contract will be a "work made for hire," whether that person is an employee of Subrecipient or that person has entered into an agreement with Subrecipient to perform the work. Subrecipient shall enter into a written agreement with any such person that: (i) all work performed for Subrecipient shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to WIB to any work product made, conceived, derived from or reduced to practice by Subrecipient or WIB and which result directly or indirectly from this contract. Refer to 2 CFR Section 200.35
- b. All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this contract that include Intellectual Property made, conceived, derived from, or reduced to practice by Subrecipient or WIB and which

result directly or indirectly from this contract may not be reproduced or disseminated without prior written permission from WIB.

5. Patent Rights

- a. With respect to inventions made by Subrecipient in the performance of this contract, which did not result from research and development specifically included in the contract's scope of work, Subrecipient hereby grants to WIB a license as described under paragraph 19(c) for devices or material incorporating or made through the use of such inventions. If such inventions result from research and development work specifically included within the contract's scope of work, then Subrecipient agrees to assign to WIB, without additional compensation, all its right, title and interest in and to such inventions and to assist WIB in securing United States and foreign patents with respect thereto.

6. Third-Party Intellectual Property

- a. Except as provided herein, Subrecipient agrees that its performance of this contract shall not be dependent upon or include any Intellectual Property of Subrecipient or third party without first: (i) obtaining WIB's prior written approval; and (ii) granting to or obtaining for WIB, without additional compensation, a license, as described in paragraph 19(c), for any of Subrecipient's or third-party's Intellectual Property in existence prior to the effective date of this contract. If such a license upon these terms is unattainable, and WIB determines that the Intellectual Property should be included in or is required for Subrecipient performance of this contract, Subrecipient shall obtain a license under terms acceptable to WIB.

7. Warranties

- a. Subrecipient represents and warrants that:
 - i. has secured and will secure all rights and licenses necessary for its performance of this contract.
 - ii. Neither Subrecipient's performance of this contract, nor the exercise by either Party of the rights granted in this contract, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subrecipient or WIB and which result directly or indirectly from this contract will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by Subrecipient.
 - iii. Neither Subrecipient's performance nor any part of its performance will violate the right of privacy of or constitute a libel or slander against any person or entity.

- iv. It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors.
 - v. Of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, site locations, property or props that may be used or shown.
 - vi. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to WIB in this contract.
 - vii. It has appropriate systems and controls in place to ensure that state and federal funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - viii. It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Subrecipient's performance of this contract.
- b. WIB makes no warranty that the intellectual property resulting from this contract does not infringe upon any patent, trademark, copyright or the like now existing or subsequently issued.

8. Intellectual Property Indemnity

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

- b. Should any Intellectual Property licensed by the Subrecipient to WIB under this contract become the subject of an Intellectual Property infringement claim, Subrecipient will exercise its authority reasonably and in good faith to preserve WIB's right to use the license Intellectual Property in accordance with this contract at no expense to WIB shall have the right to monitor and appear through its own counsel (at Subrecipient's expense) in any such claim or action. In the defense or settlement of the claim, Subrecipient may obtain the right for WIB to continue using the licensed Intellectual Property or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, WIB may be entitled to a refund of all monies paid under this contract, without restriction or limitation of any other rights and remedies available at law or in equity.
- c. Subrecipient agrees that damages alone would be inadequate to compensate WIB for breach of any term of these Intellectual Property provisions of paragraph 19(a) through 19(i) by Subrecipient. Subrecipient acknowledges WIB would suffer irreparable harm in the event of such breach and agrees WIB shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

9. Survival

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

Confidentiality Requirements

- 1. The WIB and the Subrecipient will exchange various kinds of information pursuant to this contract. That information will include a participant data system, applications, program files other and databases. These data and information are confidential when they define an individual or an employing unit or when the disclosure is restricted or prohibited by any provision of law. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Fresno EDC, EDA, EDD, the California Department of Social Services, the California Department of Education, the California Department of Corrections and Rehabilitation, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs.

The WIB and Subrecipient agree that:

- a. Each party shall keep all information that is exchanged between them in the strictest

confidence and make such information available to their own employees only on a "need-to-know" basis.

- b. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- c. The Subrecipient agrees that information obtained under this contract will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this agreement.
 - i. Aggregate Summaries: All reports and/or publications developed by the Subrecipient based on data obtained under this agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
 - ii. Publication: Prior to publication, Subrecipient shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to California Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
 - iii. Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
- d. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.
- e. The Subrecipient shall notify WIB's Information Security Office of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (559) 713-5200. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets.

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

The Subrecipient shall be responsible for all costs incurred by the WIB due to a security incident resulting from the Subrecipient's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, or destruction, or loss, theft or misuse of an information asset. If the Subrecipient experiences a loss or breach of data, the Subrecipient shall immediately report the loss or breach to the WIB. If the WIB determines that notice to the individuals whose data has been lost or breached is appropriate, the Subrecipient will bear any, and all costs associated with the notice or any mitigation selected by the WIB. These costs include, but are not limited to, staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach or loss of data.

- f. The Subrecipient shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this contract. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
- g. At no time will confidential data obtained pursuant to this agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- h. Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in Section 1798.55 of the California Civil Code, Section 502 of the California Penal Code, Section 2111 of the California Unemployment Insurance Code, Section 10850 of the California Welfare and Institutions Code and other applicable local, state and federal laws.
- i. Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- j. All Subrecipient staff and subcontractors that are provided access to any data systems of the WIB or the Subrecipient, excluding CalJOBSsm, are required to complete and sign an Employee Confidentiality Statement.
- k. Each party shall promptly return to the other party confidential information when its use ends or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.

- I. If the WIB or Subrecipient enters into an agreement with a third party to provide Good jobs Challenge services, the WIB or Subrecipient agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), Subrecipients, or employees.

- m. This subcontract may allow an individual to register for resume-distribution services at the same time the individual enrolls in CalJOBSsm. Subrecipient shall ensure that all such subcontracts comply with the intellectual property requirements of this contract, the confidentiality requirements of this contract and any other terms of this contract that may be applicable. In addition, the following requirements must be included in the subcontracts:
 - i. All client information submitted over the internet to the WIB's, and Subrecipient's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Clients' social security numbers must be stored in a separate database within the WIB's network of servers and protected by a firewall and a secondary database server firewall or AES data encryption. If a Subrecipient receives client social security numbers or other confidential information in the course of business, for example a resume-distribution service that provides enrollment in CalJOBSsm, social security numbers must be destroyed within two days after the client registers for CalJOBSsm. If a Subrecipient obtains confidential information as an agent of the WIB, the contract must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. Social security numbers and other client specific information shall not be retained for more than three years after a client completes services. The WIB will extend this period, only if any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the six-year retention period. In this case the records should be maintained until completion of the action and resolution of all issues arising from it, or until the close of the six-year retention period, whichever is later. See 2 CFR 200.333.
 - ii. Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the Subrecipient's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the contract.
 - iii. A Good Jobs Challenge participant must still be given the option to use the AJCC's services, including CalJOBSsm, even if he or she chooses not to use any services of the Subrecipient. This option shall be prominently, clearly, and immediately communicated to the client upon registration within the AJCC or for CalJOBSsm,

the Subrecipient’s resume-distribution services, or any other services Subrecipient offers to the client or the AJCC Operator.

- iv. The Servicer Provider must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services the subcontractor offers. The Subrecipient shall not use a client's personal and/or demographic information without the client's prior permission. A link to the Subrecipient’s Privacy Policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.
- v. When the WIB modifies State automated systems such as the State CalJOBSsm System, it shall provide reasonable notice of such changes to the Subrecipient. The Subrecipient shall be responsible to communicate such changes to their staff providing Good Jobs Challenge services.
- n. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation. As of this date, the following are those individuals:

Tulare County Workforce Investment Board	Kings County Job Training Office
Carlene Estes	Laura Magana
Workforce Development Program Coordinator	MIS Administrator
309 W. Main St., Suite 120	124 N. Irwin Street
Visalia, CA 93291	Hanford, CA 93230
559.713.5200	559.852.4964

Signatures

This contract is of no force and effect until signed by both of the parties hereto. Subrecipient will not commence performance prior to the beginning of this contract.

Contact information for the awarding official of the WIB:

Adam Peck, Executive Director
 Workforce Investment Board of Tulare County
 309 W. Main Street, Ste. 120
 Visalia, CA 93291

Appendix 1
King County Job Training Office - Monthly Performance and Expenditure Plan
Good Jobs Challenge Grants March 1, 2024 - June 30, 2024

GRANT		Q1	Q2	Q3	Q4
KEY RESULTS					
GOOD JOBS CHALLENGE March 1, 2024 - June 30, 2024	A. Total new Good Jobs Challenge enrollments	0	0	0	10
	B. Total number of participants enrolled in Good Jobs Challenge training	0	0	0	10
	C. Total number of participants who completed training	0	0	0	10
	D. Total number of participants who obtained a high-quality job	0	0	0	0
Expenditure Plan		Q1	Q2	Q3	Q4
Program Operations Expenditures		\$0	\$0	\$0	\$40,539
Total Program Expenditures		\$0	\$0	\$0	\$0

KINGS COUNTY
OFFICE OF THE AUDITOR-CONTROLLER
BUDGET APPROPRIATION AND TRANSFER FORM

Auditor Use Only
Date
J/E No.
Page of

(A) New Appropriation

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
Good Jobs	Job Training Office	Contractual Services	300151	574300	92047	40,539
					TOTAL	40,539

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
Good Jobs	Job Training Office	Contract Revenue	300151	574300	86022	40,539
					TOTAL	40,539

(B) Budget Transfer:

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
					TOTAL	0

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred In
					TOTAL	0

Explanation: (Use additional sheets or expand form for more data entry rows or additional narrative, if needed).

Auditor Approval _____ Department Head Julietta Martiny

CAO Approval Matthew [Signature] Board Approval _____