

**EXHIBIT A
SCOPE OF SERVICES**

Workforce Innovation and Opportunity Act (WIOA) Youth Services
McKinleyville Family Resource Center
July 1, 2019 through June 30, 2021

A. CONTRACTOR’s Role and Responsibilities.

The CONTRACTOR shall carry out the activities for youth in the Northern Humboldt Region as follows:

1. Determine eligibility of participants based on WIOA guidelines.
2. Enroll youth into CalJOBS system and provide on-going case management from the time of enrollment, upon exit and during one year of required follow-up.
3. Demonstrate effective use of WIOA resources along with non-WIOA resources for the delivery of a comprehensive program for youth.
4. Provide required WIOA services to a minimum number of WIOA-registered youth participants, on an annual basis for the duration of this agreement, as determined by the following formula: total annual WIOA formula funds allocated to the CONTRACTOR divided by an average cost per participant of \$4,000. This formula calculates the minimum, annual number of WIOA-registered clients to be served within the CONTRACTOR’s case load. Additionally, 65% of the minimum annual number of youth to be served during each fiscal year of the Agreement period are to be newly enrolled youth. The youth in the CONTRACTOR’s caseload may be participants registered in previous years, but not including youth in ‘follow up’ status.

<u>EXAMPLE</u> OF FORMULA TO DETERMINE ENROLLMENT OBLIGATIONS			
Region	Total Annual Allocation	Total Divided by \$4000 = Minimum, Annual Number of Youth to be Served	65% of Annual Number = Number of Youth to be Newly Enrolled
Eel River	\$66,786	16	10

5. A minimum of 75% of the annual WIOA budget will be spent on out-of-school youth or related expenses.
6. Average annual cost per participant should not exceed \$4,000. In some instances, youth service plans may allow for more based on the training and work experience needs.
7. A minimum of 25% of the program funds will be spent on work experience (WEX) activities.
8. A minimum of 10% of program funds will be spent on supportive services for youth.
9. Appropriate CONTRACTOR staff will attend training and/or programmatic meetings (in person or via technology) for fiscal and programmatic changes or technical training.
10. If one contractor is awarded funds for more than one region, all activity in each region needs to be tracked and reported separately.

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11. Comply with all sections of the WIOA, directives released by the EDD and the United States Department of Labor (“DOL”), as well as any and all policies, procedures and communications from the County that guide the operation of local WIOA programs.
12. Maintain necessary program and fiscal records. COUNTY staff will provide reporting templates or programs to report monthly and/or quarterly reports.
13. Cooperate with COUNTY staff and other WIOA youth contractors in the planning, operations and monitoring of the program.
14. Meet or exceed all Common Measures as required by WIOA and specified by EDD for the Humboldt County Local Workforce Investment Area (“HC-LWIA”) annually.
15. Provide an Employer of Record to pay wages for work experience activities and stipends for competency based learning.
 - a. Employer of record administrative activities such as the processing of payroll cannot be paid with program funds. This function needs to be provided as in-kind match from CONTRACTOR or performed by businesses providing WEX activities.
 - b. Employer of record will process payroll, provide worker’s compensation, and pay stipends and/or wages and taxes. WIOA can reimburse either a portion of or all wages based on agreement between CONTRACTOR and worksite.
 - c. CONTRACTOR is required to use the worksite agreement created by the County with all agencies providing WIOA reimbursed WEX activities. Any adjustments to the worksite agreement require COUNTY approval.
 - d. CONTRACTOR is responsible for acquiring a certificate listing the COUNTY as additionally insured by each worksite, prior to youth placement. Insurance requirements are explained in worksite agreement.

B. COUNTY’s Role and Responsibilities.

The COUNTY shall carry out the following activities:

1. Act as fiscal agent for all WIOA programs, funds and grants.
2. Provide to CONTRACTOR updated performance goals and Common Measures from the State of California within fifteen (15) working days of the date they become available, and other technical assistance or information needed to implement the grant within program guidelines.
3. Provide CONTRACTOR with technical assistance.
4. Provide CONTRACTOR with the appropriate reporting forms, collect data, and file required reports with the State of California.
5. Provide CONTRACTOR with annual allocations, budget forms, review and approve budgets, and determine minimum number of participants to be served by CONTRACTOR.
6. Monitor CONTRACTOR for compliance with this Agreement and with local, state, and federal requirements annually.

C. Employment Training Division Role and Responsibilities Specific to Technical Assistance Funding.

1. Provide technical assistance and training to CONTRACTOR on eligibility, enrollment, case management and use of CalJOBS.

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2. Participate in monitoring activities, as requested.
3. Assistance in making revisions in CalJOBS and communicating with the State when needed.

D. Performance Monitoring.

COUNTY will monitor the performance of CONTRACTOR against goals and performance standards specified in this Agreement, including the Department of Labor provisions described in Attachment A, which is incorporated herein by reference. Substandard performance is defined as non-compliance with this Agreement. If actions to correct, and reports of progress to remedy such substandard performance are not received by the COUNTY within ninety (90) calendar days after CONTRACTOR was notified by the COUNTY of such substandard performance, the COUNTY may initiate contract suspension or termination procedures. If the CONTRACTOR does not enroll and serve sufficient youth to meet the minimum targets specified in Section II(A)(4) above, the COUNTY may de-obligate funds from the CONTRACTOR's budget. If actions to correct, and reports of progress to remedy such enrollment and service levels are not received from the CONTRACTOR within ninety (90) calendar days after being notified by COUNTY, de-obligation procedures will be initiated. In the event there is any conflict between the provisions in Attachment A and other provisions of this Agreement, Attachment A shall take precedence.

ATTACHMENT A

Department of Labor (“DOL”) Provisions

A. DEFINITIONS

1. Act. Public Law 113-128, the Workforce Innovation and Opportunity Act, was enacted by the United States Congress on August 7, 1998, to consolidate, coordinate, and improve employment, training, literacy, and vocational rehabilitation programs in the United States. President Barack Obama signed the Workforce Innovation and Opportunity Act (“WIOA”) into law on July 22, 2014. WIOA supersedes the Workforce Investment Act of 1998 and takes effect on July 1, 2015.
2. Administrative Entity. The entity designated to administer a strategic local plan pursuant to Section 107(d)(1) of the Act.
3. Closed Out. The completion of all necessary work to ensure that, within a specific period of time: 1) all participants have completed their training and are no longer incurring debts or liabilities that can be charged to County Administrative Office, Economic Development Division; and 2) all source documents have been completed and submitted to the appropriate sections of the administration division of County Administrative Office, Economic Development Division.
4. Education Assistance Programs. Programs include, but are not limited to, the following: PELL GRANT; BOGG (Board of Governors Grant); SEOG (Supplemental Educational Opportunity Grants); EOPS (Extended Opportunity Programs and Services); CAL GRANTS (available through the California Student Aid Commission).
5. Employment Training Program. Any program, project or activity for the provision of education or training to individuals, including the provision of facilities for furnishing services and any ancillary services or other benefits provided WIOA participants.
6. Entered Employment. The category for participants who were terminated from an employment-training program and through their own efforts or the efforts of the administrative entity or the service deliverer obtains full- or part-time unsubsidized employment.
7. Fraud. Fraud is any deceitful act or omission or willful device used with the intent to obtain some unjust advantage for one party or to cause an inconvenience or loss to another party. Criminal fraud is a type of larceny and is punishable under both federal and California law as a felony. Civil fraud is subject to tort actions under civil laws. Types of fraud include embezzlement, forgery, theft, solicitation and receipt of bribes (kickbacks) and falsification of records and claims regarding trainees (*e.g.*, knowingly enrolling ineligible participants).
8. Management Information System (“MIS”). A system designed to gather and report program information in such a way that managers and policymakers can monitor program status. Information may be processed either manually or by data processing equipment.
9. On-Board. Refers to participant currently enrolled in employment training activities and/or services.
10. Participant. Any person participating in the expanded capacity of the programs being developed with the grant funds, *e.g.*, an enrolled student, an instructor hired to deliver the new programs, *etc.*
11. Program Income. Gross income earned by Service Deliverer from grant or agreement supported activities. Such program income includes, but is not limited to: income from service fees, sale of commodities (products), usage or rental fees and royalties on patents and copyrights.
12. Service Deliverer. An entity selected to provide employment-training services to participants.
13. Unassigned. A status given to employment training program participants who are enrolled but are not participating in a training program.

B. SPECIAL CONDITIONS

1. State Audit. The CONTRACTOR shall be subject to the examination and audit of the State Auditory General for a period of four (4) years after the final payment under the Agreement.
2. Equipment. The CONTRACTOR must receive prior approval from the COUNTY for the purchase and/or lease of any equipment with a per unit acquisition cost of Five Thousand Dollars (\$5,000) or more, and a useful life of more than one year. The Agreement does not give approval for equipment even if it is specified in the grant application. In the event of termination of the Agreement, equipment shall be disposed of as outlined in Section VIII(B)(2) of the Agreement.
3. Program Income. The CONTRACTOR must receive written approval prior to executing any program that could incur program income. CONTRACTOR shall submit a program income plan for approval by the COUNTY.
4. Rebates. The CONTRACTOR agrees to advise the COUNTY, in writing, of any forthcoming income resulting from lease/rental rebates or other rebates, interest, credits or any other monies or financial benefits to be received directly or indirectly as a result of or generated by the grant funds. Appropriate action must be taken to ensure that the Government is reimbursed proportionally from such income.
5. Pre-Contract. The CONTRACTOR hereby agrees that any allowable costs incurred by the CONTRACTOR pursuant to this Agreement, prior to the obligation of funds by the US DOL, are incurred at the CONTRACTOR's own risk.
6. Consultant Fees. No consultant fees over \$500 per day will be paid without prior written approval by the COUNTY and US DOL.
7. Publicity. No funds provided under this Agreement shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself. Nor shall grant funds be used to pay the salary or expenses of any grant or agreement awardee or agent acting for such awardee, related to any activity designed to influence legislation or appropriations pending before the Congress.
8. Public Announcements. When issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing project or programs funded in whole or in part with federal money, the CONTRACTOR shall clearly state the percentage of the total cost of the program or project which will be financed with the federal grant funds, and the dollar amount of federal funds for the project or program.
9. Civil Rights Compliance. CONTRACTOR agrees to comply with Title VI and Title VII of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086. In compliance with Executive Order 12928, the CONTRACTOR is strongly encouraged to provide subcontracting opportunities to Historically Black Colleges and University and other Minority Institutions such as Hispanic Service Institutions and Tribal Colleges and University; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.
10. Veteran's Priority Provisions. The programs funded under this Agreement and with funds from the US DOL are subject to the provisions of the "Jobs for Veterans Act" ("JVA"), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and spouses of certain

veterans for the receipt of employment, training, and placement services. A veteran must meet program eligibility requirements. The Training and Employment Guidance Letter (“TEGL”) No. 5-03 (September 16, 2003) provides general guidance on the scope of the veterans priority statute and its effect on current employment and training programs.

11. Audits. The required financial and compliance audits will be required in accordance with the Single Audit Act of 1984.
12. 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 Employment and Training that are available for expenditure on or after June 15, 2006, shall be used by the CONTRACTOR or the COUNTY to pay the salary or 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.
13. Intellectual Property Rights. The federal government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: a) the copyright in all products developed with the grant fund provided through this Agreement; and b) any rights of copyright to which the COUNTY or CONTRACTOR purchases ownership under an award (including but not limited to curricula, training models, technical assistance models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds under this Agreement may not be used to pay any royalty or licensing fee associated with any such copyrighted material, although they may be used to pay costs for obtaining a copy which are limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities.

If applicable, the following needs to be on all products developed in whole or in part with grant funds:

“This workforce solution was funded by a grant awarded by the US DOL’s Employment and Training Administration. The Solution was created by the grantee and does not necessarily reflect the official position of the US DOL. The US DOL makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy, or ownership. This solution is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for non-commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner.”

14. Evaluation, Data, and Implementation. The CONTRACTOR agrees to cooperate with the US DOL in the conduct of a third-party evaluation, including providing to US DOL or its authorized CONTRACTOR appropriate data and access to program operating personnel and participants in a timely manner.

C. ASSURANCES.

1. Compliance. CONTRACTOR assures COUNTY that all aspects of CONTRACTOR's performance under this Agreement shall comply with the requirements of the Workforce Innovation and Opportunity Act (Public Law 113-128), the WIOA regulations, the Fair Labor Standards Act, the California Labor Code, and all other applicable laws and regulations.

2. Discrimination. CONTRACTOR assures it will comply with Title VI and Title VII of the Civil Rights Act of 1964 and with the Age Discrimination in Employment Act of 1978 and that no person with responsibilities in the carrying out of this Agreement will discriminate with respect to any program participant or any applicant for participant in such program because of race, creed, color, national origin, sex, religion, age, handicap, or political affiliation or belief.
3. Hold Harmless and Indemnification Agreement.
 - a. Pursuant to Government Code section 895.4, the parties to this Agreement shall indemnify, defend and hold harmless the other parties hereto and their officials, officers, agents, employees or volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which arise by the virtue of their negligent or willful acts of misconduct or omissions (either directly or through or by their officers, officials, agents employees, or volunteers) in connection with its duties and obligations under this Agreement and any amendments hereto, except such loss or damage which was caused by the sole negligence or willful misconduct of either party.
 - b. Acceptance of insurance required by this Agreement does not relieve CONTRACTOR from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by CONTRACTOR's operations regardless if any insurance is applicable or not.
2. Location of Additional Information. Copies of Humboldt County's Strategic Five-Year Local Plan and all pertinent Federal and State statutes, regulations, guidelines, bulletins, and circulars relating to this Agreement are available for inspection during regular business hours at the offices of County Economic Development Division, 520 E Street, Eureka, CA 95501 and/or Employment Training Division, 930 Sixth Street, Eureka, CA 95501.
3. Debarment, Suspension, Ineligibility, and Voluntary Exclusion. CONTRACTOR certifies that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
4. Relocation Assistance. CONTRACTOR assures that it will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
5. Clean Air Act, Clean Water Act, Environmental Protection Agency. CONTRACTOR assures that it will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
6. Certification regarding Drug-Free Workplace. As required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 *et seq.*) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, CONTRACTOR certifies that it will or will continue to provide a drug-free workplace.