

**MADERA COUNTY
WORKFORCE INVESTMENT CORPORATION**

SERVICES CONTRACT

with

*ProPath, Inc.
David Baquerizo, President
17981 Cartwright Road, Suite 100
Irvine, CA 92614
(949) 341-8000*

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SERVICES CONTRACT

This Contract, is made and entered into this 1st day of July, 2019, by and between the **Madera County Workforce Investment Corporation**, hereinafter referred to as MCWIC, and **ProPath, Inc.**, hereinafter referred to as Contractor.

1. This contract for **One Stop Operator Services** covers the period **July 1, 2019** through **June 30, 2021**.
2. All reimbursements made under this contract shall be for actual and allowable costs as per Section 4, Budget/Budget Narrative of this contract.
3. Total amount reimbursable to the Contractor for this contract is **\$43,000; \$18,000 for July 1, 2019 through June 30, 2020 and \$25,000 for July 1, 2020 through June 30, 2021.**
4. The Contractor agrees to operate in accordance with the sections indicated below, which are attached hereto and made a part thereof:
 - Section 1. General Provisions, Insurance Requirements, and General Assurances
 - Section 2. Work Statement
 - Section 3. Price/Payment Provisions
 - Section 4. Budget/Budget Narrative
 - Section 5. Disallowed Cost Statement
5. The contract contains the entire agreement of the parties specific to the provision of additional One-Stop Operator services beyond those listed in the sub-regional contract and is authorized by Merced County Request for Proposals Number 7193, and by the current sub-regional One-Stop Operator contract in place with the Contractor.

IN WITNESS WHEREOF: This contract is executed in the State of California, County of Madera, by and on behalf of the parties hereto, the day, month, and year first written above.

Madera County Workforce Investment Corp.
2037 W. Cleveland Avenue
Madera, CA 93637

ProPath, Inc.
17891 Cartwright Road, Suite 100
Irvine, CA 92614

By: _____
Tracie Scott-Contreras
Interim Executive Director

By: _____
Name: David Baquerizo
Title: President

SECTION 1

GENERAL PROVISIONS, INSURANCE REQUIREMENTS AND GENERAL ASSURANCES

A. General Provisions

The following provisions apply to the contractor and to any subcontracts developed utilizing funds obtained under this contract:

1. The contractor selected to receive funds under this program shall provide services in and for MCWIC designated in this contract and all exhibits hereto.
2. In its performance under this contract, the contractor shall fully comply with the requirement of terms and conditions of this contract and all applicable Federal, State, and local laws, regulations and policies.
3. Funding of this contract is contingent on the availability of Federal or State funds and continued Federal or State authorization for program activities, and is subject to amendment or termination due to lack of funds or authorization.
4. Termination- The contractor, by written notice, may terminate this contract, in whole or in part, when it is in the contracting agency's interest. If this contract is terminated, the contracting agency shall be liable only for payment, under the payment provisions of this contract, for services rendered before the effective date of termination. In the event of termination, the contractor shall be paid for services to date of termination. In the event of termination, reports prepared by the contractor under this contract shall be disposed of in accordance with direction from MCWIC.
6. MCWIC shall have the right to terminate this contract for any violation of the WIOA, the regulations, or other terms or provisions of this contract, unless the contractor causes such violation to be corrected within a period of ten (10) working days after receipt of notice specifying the violation or, unless pursuant to a hearing under Title 2 CFR 200.341 determines such action is unwarranted. Prior to termination, MCWIC:
 - a. Shall advise the contractor of proposed termination in writing, and specify the actions that must be taken as conditions precedent to the resumption of payment;
 - b. Will allow the contractor to respond within five (5) working days of such notice with a plan to correct the deficiencies;
 - c. Is under no obligation to make any payments related to the deficiencies during the period in which deficiencies are noticed, until corrected;
8. In no event shall any payment by MCWIC hereunder constitute a waiver by MCWIC of any breach of this contract or default which may then exist on the part of the contractor, nor shall such payment impair or prejudice any remedy available to MCWIC with respect to the breach or default. MCWIC expressly reserves the right to demand of the contractor any funds which are not expended in accordance with the terms of this contract.

9. Notwithstanding anything to the contrary, herein above, or hereinafter set forth anywhere in this agreement of which this section is a part, either party may terminate this contract at any time without cause or legal excuse by providing the other party with thirty (30) working days advance notice of such termination.
10. Where it is determined by MCWIC or Contractor that there is a need to make change(s), either programmatic or fiscal, or in the terms and conditions of this contract, including any changes necessary to comply with changes in Federal, State, and local laws and regulations, this contract may be modified and/or extended. Proposed amendments, modifications and extensions to this contract shall be submitted, in writing, to MCWIC. Proposed changes will not be implemented by the Contractor until approved, in writing, by MCWIC.

11. Audit and Reporting

The contractor shall establish such fiscal controls and funds according to procedures as required by WIOA, and State and Federal regulations, or as may be deemed necessary by the Governor to assure the proper dispersal of, and accounting for, federal funds paid to the contractor under the WIOA.

- a. The Employment Development Department (EDD), the U.S. Department of Labor, the Office of the Inspector General, the Controller General, and MCWIC shall have the right to observe, monitor, and/or evaluate all conditions and activities in the contract, and to investigate, examine, and audit all records, books, papers, or documents related to the conduct of programs funded by this contract.
- b. The Contractor shall maintain statistical and fiscal records/reports and make available these records/reports as required by MCWIC. The Contractor agrees to comply with procedures established by MCWIC regarding the timely completion and submission of required reports. (2 CFR 200)
- c. As a condition of receiving WIOA funds, the independent auditor or monitor of the local Workforce Area, and the Employment Development Department (EDD) auditors, investigators, monitors, and their representatives, shall at all times during the period that the contract is in force and for a period of five years thereafter, have access to all related records and financial statements and to individuals with knowledge of the records and financial statements as may be necessary to ensure compliance with the WIOA statute, regulations, and directives.
- d. Substitution of Microfilm

Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.
- e. The contractor and all subcontractors shall maintain and make available to auditors (at all levels), adequate records; cooperate with auditors; and comply with 2 CFR 200, all Federal regulations, local, State and Federal laws that are cited in the FESA and WIOA laws, as they relate to the utilization of funds or operation of programs.

12. Reporting Fraud and Abuse

The WIOA regulations, Title 20 CFR Section 667.630, and State directives require that information and complaints involving criminal fraud, waste, abuse or other criminal activity must be reported to MCWIC and to the State Compliance Center, MIC 22M, Employment Development Department, P.O. Box 826880, Sacramento, CA 94280-0001. The information and complaints should also be reported immediately through the Department's Incident Reporting System to the DOL Office of Inspector General, Office of Investigations, Room S5506, 200 Constitution Avenue N.W., Washington D.C. 20210, or to the corresponding Regional Inspector General for Investigations, with a copy simultaneously provided to the Employment and Training Administration. The Hotline number is 1-800-347-3756. It is the responsibility of the contractor to be alert for instances of fraud, abuse, and criminal activity committed by staff, contractors, or program participants.

13. Hold Harmless

The contractor agrees, to the extent permitted by law, to indemnify, defend, and hold harmless MCWIC, its officers, agents, and employees from any and all claims and losses occurring or resulting to all contractors and subcontractors, and any other persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any persons, firms, or corporations which may be injured or damaged by the contractor in the performance of this contract.

14. This contract is not intended to, and shall not, create the relationship of agent, servant, employee, partnership, joint venture, or association between MCWIC and the Contractor.

15. Compliance

Failure on the part of the contractor to comply with these provisions or with the WIOA or regulations may result in the issuance of a Notice of Intent to revoke approval of all or part of this contract, as provided in WIOA Section 184.

Except to the extent that the State legislation permits, or will permit, the State to assume liability, the contractor shall be liable for all amounts which are determined to be due by the Secretary of Labor, including, but not limited to, disallowed costs, which are the result of the contractor's conduct under this contract. The contractor shall be notified and shall be permitted to participate in any controversy or proceeding between the contractor and the Department of Labor arising from this contract.

The contractor's duties under this contract shall not be delegated by the contractor, nor shall any of the work or services to be performed hereunder be subcontracted out or further subgranted, except to the extent and in the manner first approved, in writing, by MCWIC.

The contractor will not assign this contract or any portion thereof to any third party.

16. **Breach of Contract**

In the event of the cancellation of this Contract either in whole or in part, by reason of the default or breach thereof by the Contractor, MCWIC may terminate this Contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, MCWIC may proceed with the work in any manner deemed proper by MCWIC to fulfill the original obligations which the Contractor agreed to supply under this Contract. The cost to MCWIC shall be deducted from any sum due the Contractor under this Contract, and the balance, if any, shall be paid by Contractor.

The rights and remedies of MCWIC provided above shall not be exclusive and are in addition to any other rights and remedies provided by law necessary to recover and satisfy Contractor's obligations which it failed to provide under this Contract.

B. Insurance Requirements

1. The contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this agreement and provide Certificates of Insurance evidencing such coverage to the MCWIC, Attn: Workforce Investment Corporation, 441 E. Yosemite Ave, Madera, CA 93638. Verification of coverage must be furnished to MCWIC before commencement of the contract.
 - a. **Comprehensive General Broad Form or Commercial General Liability:** \$1,000,000 combined single limit per occurrence, and \$1,000,000 annual aggregate covering bodily injury, personal injury and property damage.
 - b. **Workers' Compensation:** Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against MCWIC.
2. Each of the above required policies shall be endorsed to provide MCWIC with thirty (30) days prior written notice of cancellation.
3. The Contractor shall notify MCWIC in writing within five (5) working days of any claims that are submitted to their liability insurance involving funds awarded under this Contract. The Contractor shall include in any notice provided pursuant to this paragraph copies of any reports generated with respect to the incident or claim and any known or estimated costs.
4. The MCWIC reserves the right to require the Contractor to obtain additional insurance coverage should the MCWIC determine that the activities of the Contractor require additional coverage.

C. General Assurances

1. **Equal Opportunity**

By signing this agreement the Contractor hereby certifies under penalty of perjury that the Contractor will comply with Executive Order No. 11246, as amended by E.O. 11375, entitled "Amending Executive Order 11246, Relating to Equal Employment Opportunity", and as supplemented in Department of Labor regulations (41 CFR Part 60). The Contractor hereby assures that it has an Equal Employment Opportunity policy (or will adhere to that of MCWIC) which is applicable to and covers staff and participants reimbursed through this contract, which declares that it does not discriminate on the basis of race, color, religion, creed, national origin (including limited English proficiency), disability, sex (including pregnancy, childbirth and related medical conditions, transgender status, gender identity, and sex stereotyping), political affiliation or beliefs, and age.

The contractor will comply fully with the nondiscrimination and equal opportunity provisions of the WIOA, Section 188, as well as the Nontraditional Employment for Women Act of 1992; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to, 29 CFR Part 38.

The contractor agrees to comply with the Americans with Disabilities Act (ADA) of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, and all applicable Federal and State laws and regulations, guidelines, and interpretations issued thereto.

2. DOL Rehabilitation Requirements

The program will, to the maximum extent feasible, implement Department of Labor requirements under Section 504 of the Rehabilitation Act of 1973, as amended, and the Department of Health, Education, and Welfare's rules for Federal agency regulations.

3. Disallowed Costs

Before any funds are issued under this contract, the contractor shall stipulate how, if it becomes necessary, the contractor will repay disallowed expenditures with non-Federal funds.

4. Certification

Before any funds are issued under this contract, the contractor, if it is a private non-profit entity, will submit a copy of its certification by the Secretary of State's Office verified by the Franchise Tax Board to MCWIC.

5. **Disputes and Appeals**

The Contractor agrees to attempt to resolve disputes arising from the contract by administrative processes and negotiations in lieu of litigation, following the appeals process established by MCWIC. In connection with any appeal, the contractor shall be afforded an opportunity to be heard, and to offer evidence in support of its appeal.

6. **Liability for Payments**

MCWIC shall be liable for payment only for services rendered prior to the effective date of the termination of the contract, provided that such services performed are in accordance with the provisions of the contract.

D. Standards of Conduct

1. Every reasonable course of action will be taken by the contractor in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This agreement will be administered in an impartial manner, free from efforts to acquire personal, financial, or political gain. The contractor, its executive staff and employees, in administering this agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or desire for personal gain.

2. **Copyrights and Rights of Data**

The contractor shall comply with all WIOA requirements pertaining to copyrights and rights in data. MCWIC, the State, and Federal government reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for their governmental purposes, any copyrightable item developed under this contract (29 CFR 97.34, 29 CFR 97.36, 37 CFR 401 and 35 U.S.C. 200 et seq.). This includes:

- a. Data first produced in the performance of this contract. Contractor shall have the copyright in any work or data developed under this grantor contract. When first developed, Contractor shall affix the copyright notice of 17 U.S.C. 401 or 402 and acknowledgement of MCWIC sponsorship when the data is delivered to MCWIC. Contractor shall not incorporate data not developed for the contract into data delivered under this contract without MCWIC's prior written approval.
 - (1). Data includes computer programs, databases, their documentation, and recorded information regardless of the media on which it is recorded, including computer software and technical data.
 - (2). Data does not include information incidental to contract administration, such as the right to use, release to others, reproduce, distribute to others, or publish data first developed or used under this contract. Contractor may protect limited rights data or restricted computer software developed under this contract from unauthorized

disclosure. Contractor may establish claim to copyright of data first produced under this contract.

- b. Contractor purchased copyright. MCWIC shall have royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for their governmental purposes, any rights of copyright ownership that Contractor purchases using grant support under this contract.

3. **Access to Records**

The contractor will allow access by the Employment Development Department (EDD) Compliance Review Division, MCWIC, the Department of Labor (DOL), the Controller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records (including computer record) of the contractor or subcontractor which are directly pertinent to charges to the program, in order to conduct audits and examinations, and make excerpts, transcripts, and photocopies; this right also includes timely and reasonable access to the contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

E. Contractor Assurances and Certifications

In administering programs under the Act, the contractor assures and certified that:

1. It will comply with the provisions of the Hatch Act, which limits the political activity of certain State and local government employees;
2. No person or organization, including private placement agencies, may charge a fee to any individual for the placement or referral of that individual in or to a training or employment program under the WIOA;
3. No funds under the WIOA may be used in support of any religious activity, as specified in Section 188(a)(3) of the WIOA;
4. No participant may be employed in the construction, operation, or maintenance of such part of any facility as is used or will be used for sectarian instruction, or as a place of religious worship;
5. Funds may not be used to support any anti-religious activities, such as the preparation or the dissemination of anti-religious materials, whether directed against any particular religion or religions, or against the practice of religion in general. This does not preclude religious organizations from the administration or operation of WIOA programs, or the use of religious facilities in the operation of such programs, when those programs do not promote activities in support of, or against, religion;
6. No WIOA participants who are relatives by blood, adoption, or marriage of any executive or employee of the contractor, will receive favorable treatment for enrollment in services provided by, or employment with, the contractor. For the purpose of this contract, relative by blood or marriage shall include: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent,

and stepchild.

7. Per the requirements under CFR 200.331, each local Workforce Area will conduct and ensure that each of its nonfederal subrecipients expending \$750,000 for awards received on or after December 26, 2014, conducts an audit in accordance CFR Part 200.501 Subpart F. A copy of the Single Audit Report must be submitted, within 9 months of the end of the reporting period, to the representative of the Workforce Development Board of Madera County as follows: Fiscal Manager, Madera County Workforce Investment Corporation, 441 East Yosemite Ave., Madera, CA 93638. Governmental entities will continue submitting copies of their Single Audit Reports to the State Controller.

Copies of Private, Non-Profit Organization's Single Audit Reports are to be submitted to EDD as follows:

Audit & Evaluation Division, MIC 78
Employment Development Department
P.O. Box 826880
Sacramento, CA 94280-0001

8. Lobbying Restrictions: If, as a result of this contract, an amount in excess of \$100,000 of WIOA funds is received, by signing this agreement, the contractor hereby assures and certifies to the lobbying restrictions which are codified in the Byrd-Anti-Lobbying Amendment (31 U.S.C. 1352) and the DOL regulations at 29 CFR Part 93.
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.
 - (a) 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, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, and cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (b) The Contractor shall include the language of this certification in the award documents for contract transactions over \$100,000 (per OMB) at all tiers (including contracts under grants, loans, or cooperative agreements), and require that all sub-recipients shall certify and disclose accordingly. (Byrd Anti-Lobbying Amendment).
 - (c) This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S. Code 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.

Failure to comply with all requirements of the certifications in this contract may result in suspension of payment under the contract or termination of the contract, or both, and the contractor may be ineligible for award of future state contracts if the department determines any of the following has occurred: (1) false information on the certifications, or (2) violation of the terms of the certifications by failing to carry out the requirements as noted above.

9. Debarment and Suspension Certification: By signing this agreement, the Contractor hereby certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with regulations implementing Executive Order 12549 and 12689, Debarment and Suspension, 29 CFR, Part 98, and Executive Order. 12689 that the prospective participant (i.e., grantee), to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.
 - (b) Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense 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 or falsification, destruction of records, making false statements, or receiving stolen property.
 - (c) Are not presently indicted for or otherwise criminally charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification.
 - (d) Have not within a three year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (e) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.
10. For public and non-profit only: Any project revenue in excess of project expenditures will be considered program income and be handled in accordance with WIOA requirements regarding same. Specifically, any program income generated may be used to further program objectives and be retained by the contractor for that purpose. This income must be applied against the cost category from which it was generated. If the program is not being extended, or it is not feasible to utilize the program income to further program objectives, it must be returned to MCWIC. The contractor will establish procedures to track program revenues and expenditures so that program income may be clearly identified upon contract termination.

Within sixty (60) days of program termination, the contractor will notify MCWIC of any program income identified and the proposed disposition of same in accordance with applicable WIOA requirements.

11. If, as a result of this contract, an amount in excess of \$100,000 is received, contractor must assure compliance with the applicable standards, orders, or requirements issued

under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, E.O.11738, and Environmental Protection Agency regulations (40 CFR Part 15).

12. In accordance with 29 CFR 95.48, Appendix A-5, and 29 CFR 97.36 (i)(8-9), the contractor agrees that if in the performance of the contract, a new discovery is made, new inventions are created or new patents are awarded, any or all become the property of the Federal Government and MCWIC. Contracts or agreements for the performance of experimental, developmental or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organization and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the award agency.
13. Drug-Free Workplace Certification. By signing this Agreement, the Contractor hereby certifies under the penalty of perjury under the laws of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program as required to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on this contract will:
 - i. receive a copy of the company's drug-free statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the contract.
14. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended: Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

15. Contractor agrees to comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201)

16. Sweatfree Code of Conduct:
 - a. Contractors contracting for the procurement of laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to MCWIC pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor. Contractor 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 Section 6108.

 - b. Contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of MCWIC, the State, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements of paragraph a of the Sweat free Code of Conduct.

SECTION 2
WORK STATEMENT

The Contractor will:

1. Facilitate and coordinate the Business Services Committee including support to staff in the AJCC twice a month (year 1) and four times a month (year 2), plan and develop meeting agendas and facilitate monthly meetings, facilitate the development and use of common business outreach materials, provide ongoing review and input on the Committee's web portal, work with Committee members to develop and implement joint business outreach strategies and knowledge of use of state/regional/local resources that can be leveraged to support business needs, develop the use of CalJobs as the single tool to report all business outreach activities, communicate and follow-up with partners and stakeholders to ensure Committee work items are progressing and completed as agreed.

2. Coordinate and implement the continuous improvement plan for the AJCC Hallmarks of Excellence including monthly partnership meetings, facilitate discussions on the opportunities identified in the Plan, organize and facilitate staff-level workgroups to develop recommendations on how to enhance integration of services, review and analyze Customer Satisfaction Survey's on a quarterly basis and report findings during center partnership meetings, seek feedback from partners on the quality of the monthly partner meetings through the use of survey tools, evaluate solutions implemented, and identify additional opportunities at the staff level to enhance coordination and integration of service delivery efforts.

Contractor may assist one or more other WDBs in the San Joaquin Valley and Associated Counties Regional Planning Unit. If this occurs, Contractor will work with the various boards to attempt to schedule work so as to save on travel costs.

SECTION 3

PRICE/PAYMENT PROVISIONS

Price Provisions

1. This is a cost reimbursement contract.
2. MCWIC will pay the Contractor a maximum of \$ 43,000.00 for services provided based on Work Statement. These costs incorporate only allowable costs found in 2 CFR 200 Subpart E – Cost Principles, submitted by the Contractor and verified by MCWIC.

Payment Provisions

1. All invoices are to be mailed to the following address:

Madera County Workforce Investment Corporation
Fiscal Department
2037 West Cleveland Avenue
Madera, CA 93637
2. Contractor will invoice MCWIC for actual costs incurred during the billing period, as per Budget/Budget Narrative, Section 4 of this contract.
3. Invoices not received within ninety (**90**) days after expenditures have been incurred will not be honored.
4. All invoices must be received within thirty (**30**) days after contract closes to be honored.
5. MCWIC stipulates that any invoice received after the tenth (10th) working day of a month may not be processed for payment until the following month.

SECTION 4

BUDGET/BUDGET NARRATIVE

Please complete a budget in alignment with the work statement.

Business Services Committee	\$XXX
Hallmarks of Excellence	\$XXX
Additional OSO Requirements	\$XXX
Travel Costs	\$XXX
Administrative and Management Oversight Fee	<u>\$XXX</u>
TOTAL COST	\$43,000.00

SECTION 5

DISALLOWED COST STATEMENT

Use the following form to certify how, if it becomes necessary, you will repay disallowed expenditures with non-Federal funds. Note contract page 7, Section C, General Assurances, 3. Funds will be issued under this contract once the correctly filled out form is received by MCWIC, 2037 W. Cleveland Ave., Madera, CA 93637.

ProPath, Inc. agrees to assure liability and repay MCWIC any amounts expended under this agreement found not to be in accordance with the Workforce Innovation and Opportunity Act, including, but not limited to, disallowed costs. Such reimbursement will be from funds (non-Federal) other than those received under the Workforce Innovation and Opportunity Act.

The source of repayment will be from_____.

Name/Title: David Baquerizo, President

Signature: _____

Date: _____

Organization: ProPath, Inc.

APPENDIX A

DEFINITION OF TERMS

Advanced Fund/Advanced Payment

Any payment made available to a recipient or contractor before work has been performed. Advances are permitted only when authorized by law and, as a matter of policy, only when necessary.

Allowable Costs

Expenditures of federal funds by the recipient which are not inconsistent with the Workforce Innovation and Opportunity Act (WIOA), the implementing of regulations or State policy and guidance in force at the time the expenditures were incurred.

Audit

An examination of financial reports and program transactions in order to determine whether they:

1. Conform to generally accepted accounting concepts and standards; and
2. Are in compliance with federal statutes and regulations and/or State terms and conditions.

Awarding Agency

1. With respect to a grant, the Department of Labor (DOL); and
2. With respect to a subgrant or contract, the party that awarded the subgrant or contract.

Contract

A contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the contractor. See §200.22 Contract. Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the non-Federal entity receiving the Federal funds:

1. Provides the goods and services within normal business operations;
2. Provides similar goods or services to many different purchasers;
3. Normally operates in a competitive environment;
4. Provides goods or services that are ancillary to the operation of the Federal program; and;
5. Is not subject to compliance requirements of the Federal program as a result of the

agreement, though similar requirements may apply for other reasons.

Contractor

The Uniform Guidance has replaced the term “vendor” with the term “contractor.” As used in these regulations, the term “contractor” includes entities that the Act refers to as “vendors.” Additionally, it is important to note that contractors are not subrecipients. Additional guidance on distinguishing between a contractor and a subrecipient can be found at 2 CFR 200.330.

Costs Recommended for Disallowance

Those costs involving expenditures for which existing (or absent) documentary evidence led an auditor to conclude that the expenditures were in violation of statutory or regulatory requirements.

Disallowed Costs

Those charges to a grant which the grantor agency or its representative determine to be unallowable. (2 CFR 200; 20 CFR 683.200).

Eligible Applicant

An individual who has made application to the WIOA program and who has been determined to be eligible and has been certified as meeting established eligibility criteria.

Monitoring

The systematic review of program performance and activities with respect to planned performance, expenditures, participant services, and management practices to ensure compliance with the plan, financial agreements, State (and local) directives/policies and procedures, the WIOA, and implementing regulations.

PELL Grant

Basic educational opportunity (federal) grants which are targeted to disadvantaged and low to middle income individuals and which provide financial assistance to students enrolled in post secondary or higher education programs.

Private Non-profit Organization

A private organization which has qualified for tax exempt status under Section 501, Internal Revenue Service Code, and has filed for non-profit status through the California Secretary of State's Office and has been approved by the State Franchise Tax Board. Some examples of private non-profit organizations include civic leagues, business leagues, community-based organizations, and employer associations.

Program Income

Earnings generated from any WIOA-supported activity. Such earnings include, but are not limited to, income from service fees, interest earned on investment of program income, sale of commodities, usage or rental fees, and royalties on patents or copyrights. (2 CFR 200; 20 CFR 683.295)

Questioned Costs

An item of cost challenged in an audit report, evaluation, investigation, or monitoring report because in the reviewer's opinion:

1. The cost is in possible violation of applicable State or Federal statutes, regulations, or the terms of the grant; or
2. The cost is not properly supported by documentation.

Record Retention

The maintenance of all records pertinent to all grants and agreements, including financial, statistical, property, and participant records and supporting documentation for a period of five (5) years after the contractor submits to the awarding agency, its final expenditure report for the funding period.

Records for nonexpendable property are retained for a period of five (5) years after final disposition of the property. Information on applicants who are ineligible for the program or who for other reasons are not enrolled, should be retained for at least five (5) years from the application date (29 CFR 95.53).

Subrecipient

A non-federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:

1. Determines who is eligible to receive what Federal assistance;
2. Has its performance measured in relation to whether objectives of a Federal program were met;
3. Has responsibility for programmatic decision making;
4. Is responsible for adherence to applicable Federal program requirements specified in the Federal award.

Vendor

The Uniform Guidance has replaced the term “vendor” with the term “contractor.” As used in these regulations, the term “contractor” includes entities that the Act refers to as “vendors.” Additionally, it is important to note that contractors are not subrecipients. Additional guidance on distinguishing between a contractor and a subrecipient can be found at 2 CFR 200.330.