

Section 9

Contracts

Overview

Introduction This section includes information regarding contracts and the invoice review process completed by the Workforce Development Department (WDD) staff.

In this section This section contains the following topics:

Topic	See Page
Overview	9-1
Allowable Procurement Methods	9-2
Requirements for Awarding to Subrecipients	9-5
Conditions/Contract Requirements	9-8
Procurement Overview	9-18
Request for Qualifications or Proposal (RFQ/RFP)	9-20
Proposal Evaluation	9-23
Contract Award	9-25
Appeals/Protests	9-26
Employment Contracts	9-27
Program Contract Files	9-34
Invoice Review	9-36

Allowable Procurement Methods

Introduction

This section describes the types of procurement the department may use to solicit and/or award contracts. Select the method of procurement based on the needs of the Department and its customers. Determining the appropriate procurement methods, refer to *Administrative Handbook, Section 13 – Procurement*.

Request for Proposals (RFP)

The Request for Proposal (RFP) allows for an open competition and considered as a competitive negotiation process. The Workforce Development Department (WDD) reserves the right to issue the RFP at any time to meet the needs of local job training programs, local market demands, or upon request by the Workforce Development Board (WDB). Use RFPs for both a formal solicitation process and for the solicitation package used in the process.

Request for Quotes (RFQ)

The Request for Qualifications (RFQ) document is issued by WDD when it seeks equipment or services, which describe what is sought, and certain terms and conditions for providing the goods, equipment, or services.

Sole source procurement (non-competitive)

The sole source method of procurement asks for a bid or proposal from only one (1) source. WDD may elect the sole source method in instances of at least one (1) of the following conditions:

- The item is available only from a single source;
- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- The awarding agency authorizes non-competitive proposals; or
- After solicitation of a number of sources, competition is determined inadequate.

All sole source procurements must include a cost analysis of the contract elements, and accompanied by written documentation and justification. Acceptable documentation for sole source procurement includes the reason for selecting this method, the justification for the selection, and the award document.

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Allowable Procurement Methods, Continued

Sealed bids

Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforms to all the material terms and conditions of the invitation for bids and is the lowest in price. In order for sealed bidding to be feasible, the following conditions should be present:

- A complete, adequate, and realistic specification or purchase description is available;
- Two (2) or more responsible bidders are willing and able to compete effectively for business; and
- The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

The following requirements apply if sealed bids are used:

- The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;
- The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;
- All bids will be publicly opened at the time and place prescribed in the invitation for bids;
- A firm-fixed price contract award will be made in writing to the lowest responsive and responsible bidder; and
- Any or all bids may be rejected if there is a sound documented reason.

Acceptable documentation for sealed bid procurement includes the reason for selecting this method, the request for bid, the bids received, the reason for the selection, and the award document.

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Allowable Procurement Methods, Continued

Purchase Order A purchase order is a standard form with pre-determined terms and conditions. Purchase orders are most commonly used for:

- Placing an order,
- Awarding bids, and
- Entering into agreements.

Purchase orders have fixed prices and are for a one-time use; may be issued for use by one department, or countywide. In all cases, each order should contain at a minimum the following information:

- Descriptions,
 - Quantities,
 - Prices,
 - Discounts,
 - Payment terms,
 - Date of performance or shipment,
 - Other associated terms and conditions, and
 - Identifies a specific seller.
-

Purchase Order vs. Contract The difference between a Purchase Order and a Contract is minimal; however, some of the conditions/contract requirements apply. The differences between a Purchase Order and a Contract is:

Purchase Order – A standard form with pre-determined terms and conditions. Purchase orders have fixed prices and are commonly used for placing an order, awarding bids and entering into informal agreements.

- Includes scope of work and deliverables, and
- Agreement is signed by the Vendor and Purchasing Department.

Contract – A document that obligates the County and a vendor to specific terms and conditions for the vendor to provide a product or service.

- Is a formalized agreement with specific contract requirements, and
 - Agreement is signed by all parties.
-

Purchase Order deliverables In addition to terms and conditions found in a Purchase Order, certain deliverables agreed upon both parties are included, such as:

- Scope of Work,
 - Payment,
 - Insurance,
 - Non-discrimination provision, and
 - Modifications/conflicts provision.
-

Requirements for Awarding to Subrecipients

Introduction This section provides general information on the exclusions and requirements for awarding federal funds to Subrecipients as outlined in the Workforce Service Directive (WSD) 18-06.

Definitions The following table lists the terms and definitions used throughout the section.

Term	Definition
Contract	A legal document a subrecipient purchases property/services needed to carry out the project/program under a federal award.
Contractor	An entity who receives a contract.
Conflict of interest	An employee, officer, agent, or any member of the organization who has interest in a financial gain or tangible benefit and who participates in the selection, award, or administration of a contract supported by a federal award.
Data Universal Numbering System (DUNS)	A nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to identify entities. A non-federal entity is required to have a DUNS number in order to apply for, receive, and report on a federal award.
Non-federal entity	A state, local government, Indian tribe, institution of higher education (IHE), for-profit entity, foreign public entity, foreign organization or nonprofit organization that carries out a federal award as a recipient or subrecipient.
Pass-through Entity	A non-federal entity who provides a subaward to a subrecipient to carry out part of a federal program.
Subaward or Subgrant	<ul style="list-style-type: none">• An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a federal award received by the pass-through entity.• It does not include payments to a contractor or payments to an individual who is a beneficiary of a federal program.• A subaward may be provided through any form of legal agreement; including an agreement the pass-through entity considers a contract.
Subrecipient or Subgrantee	<ul style="list-style-type: none">• A non-federal entity who receives a subaward/subgrant from a pass-through entity to carry out part of the federal program, but does not include an individual who is a beneficiary of such program.• A subrecipient/subgrantee may also be a recipient of other federal awards directly from the federal awarding agency. <p>Example: Youth providers are subrecipients but ITA vendors are not.</p>

Exclusions A subgrant or contract cannot be entered into with parties listed on the government wide exclusions list in the System for Award Management (SAM). SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. Search the SAM website (<https://sam.gov/>) for exclusion records.

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Requirements for Awarding to Subrecipients, Continued

Awarding to Subrecipients

When a Non-federal entity awards federal funds to a subrecipient, the non-federal entity becomes the pass-through entity.

The federal entity is Department of Labor, the non-federal entity is Employment Development Department (EDD) and the pass-through entity is WDD.

It is the responsibility of WDD to ensure the following information is clearly stated on all subawards contracts:

- Subrecipient's name (as shown in the Data Universal Numbering System (DUNS))
 - Federal Award Identification Number (FAIN)
 - Subrecipient's DUNS number
 - Contract award date
 - Grant term dates (period of performance)
 - Amount of award (current amount and total committed under award)
 - Federal award project description to comply with the Federal Funding Accountability and Transparency Act (FFATA)
 - Name of federal awarding agency and WDD awarding official contact information
 - All requirements imposed by WDD so the federal award is used in accordance with federal statutes, regulations, and terms and conditions
 - Any additional requirements WDD imposes in order to meet its own responsibility to the federal awarding agency (DOL) and the non-federal entity (EDD) including identification of any required financial and performance reports
 - A requirement giving WDD and auditors access to records and financial statements as necessary
 - Appropriate terms and conditions concerning closeout; including the statement that "all documents must be provided to WDD".
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Evaluation / monitoring

WDD is required to evaluate the risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subgrant. The evaluation should determine the appropriate subrecipient monitoring required.

Based upon the level of risk to the federal awards determined, WDD may impose specific conditions upon a subrecipient. Refer to the [Uniform Guidance](#) section 200.207 for additional requirements which can be included.

WDD is required to monitor the activities of the subrecipient to ensure the proper use of funds and compliance with applicable statutes, regulations and terms. This includes verifying every subrecipient is audited as required by Title 2 Code of Federal Regulations [Subpart F—Audit Requirements](#).

WDD must review financial and performance reports submitted by the subrecipient and ensure appropriate action is taken on all deficiencies found through audits, on-site reviews or other means. Also, should consider whether any findings indicate conditions that necessitate adjustments to the WDD records.

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Requirements for Awarding to Subrecipients, Continued

Evaluation / monitoring, continued

WDD may take actions against noncompliant subrecipients, including the following:

- Temporarily withholding cash payments pending correction of the deficiency.
 - Disallowing (denying both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 - Wholly or partly suspending or terminating the federal award.
 - Initiating suspension or debarment proceedings as authorized under 2 CFR part 180 and federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a federal awarding agency).
 - Withholding further federal awards for the project or program.
 - Taking other remedies that may be legally available.
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Conditions/Contract Requirements

Introduction

All solicitations conducted by the Workforce Development Department (WDD) will notify potential bidders of conditions to be met as part of the contract requirements. WDD reserves the right to modify, exclude or include additional conditions as appropriate; complete details can be found in the actual contract. This section provides general information on some conditions and contract requirements.

Contractor and Service Provider compliance

The Contractor or Service Provider shall follow Title 2 Code of Federal Regulation (CFR) Part 200 and 2 CFR Part 2900, uniform administrative requirements, cost principles and audit requirements for Federal awards. Contractor or Service Provider must comply with all State, County, and WDD financial, monitoring and audit requirements.

Standard Contract

A standard contract is an agreement between San Bernardino County and another entity other than the government. Certain conditions/requirements are needed in a standard contract. The following is a list of some conditions and/or requirements, but is not all inclusive, for consideration when creating a contract.

Section	Description
Contract Specifications	<ul style="list-style-type: none"> Contract Representatives Contract type Total Contract amount Service Provider's obligation Training sites Funding source
Term of Contract	<ul style="list-style-type: none"> Enrollment, program and follow-up period Contract period Termination
Definitions	<ul style="list-style-type: none"> Terms used in the contract
Service Provider Scope of Work	<ul style="list-style-type: none"> Scope of work Contracted services Program elements Geographical area(s) to be served by Contractor
Service Provider Responsibilities	<ul style="list-style-type: none"> Conditions Program activities/services Non-duplication of service Failure to perform Internal Management Subcontracts/linkages Payment of benefits and wages
County Responsibilities	<ul style="list-style-type: none"> WDD Staff Eligibility determination Response Correction Cooperation Quarterly review Information
Performance Requirements	<ul style="list-style-type: none"> Program performance Performance review and evaluation Correction of performance deficiencies and termination
Complaint and Grievance Procedures	<ul style="list-style-type: none"> Procedure Complaint Termination rights Equal opportunities Retaliation

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Conditions/Contract Requirements, Continued

Standard Contract (continued)

Section	Description
Fiscal Provisions	<ul style="list-style-type: none"> Contractor compliance Program income Cost allocation plan and methodology Service provider accounting systems Year-end/end of contract report Compensation Stop payments Purchase of fixed assets, equipment and property Internal financial management Auditing requirements Additional requirements
Pell Grants and Other Educational Assistance Funds	<ul style="list-style-type: none"> Supplemental funding Notification Spending priorities Individual Service Strategy Individual Employment Plan Additional information
Indemnification and Insurance Requirements	<ul style="list-style-type: none"> Indemnification Waiver of subrogation rights Policies primary and non-contributory Acceptability of insurance carrier Insurance review Additional insured Severability of interests Proof of coverage Deductibles and self-insured retention Failure to procure coverage Insurance specifications
Equal Opportunity Requirements	<ul style="list-style-type: none"> Requirements Compliance
General Provisions	<ul style="list-style-type: none"> Verbal modification Advertisement Influencing Fees Internal controls Copies
Right to Monitor and Audit	<ul style="list-style-type: none"> Audit Cooperation Monitor
Iran Contracting Act of 2010	<ul style="list-style-type: none"> Public Contract Code section 2202.5 – 2204
Additional Requirements	<ul style="list-style-type: none"> Availability of records Disallowed costs Prohibition of activities Independent capacity Change of address Service Provider's management systems Contract assignability Conflict of interest Confidentiality Recycling Environmental regulations Report on fraud and abuse Maintenance of records Lawsuits Conditions of employment or training Nepotism Patents, inventions, and copyrights Service provider primary contact Contract amendments, extensions and waivers Compliance with laws and regulations Notification Federal requirements
Conclusion	<ul style="list-style-type: none"> Signatures

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Conditions/Contract Requirements, Continued

Subcontracts/ Linkages

Contractor/Service Provider agrees not to enter into any subcontracts for work contemplated under the contract without first obtaining written approval from WDD. Any subcontractor and/or linking agency shall be subject to the same provisions as the Contractor/Service Provider. The Contractor/Service Provider shall be fully responsible for the performance of any subcontractor and/or linking agency.

The Contractor/Service Provider, using another party to provide services under the contract, shall document such services with a formalized agreement. The Contractor/Service Provider shall develop written agreement, but are not limited to, the following requirements:

- Compliance with Workforce Innovation and Opportunity Act (WIOA) and its regulations.
- Agreement to hold the County and WDD harmless as a result of subcontracting.
- Statement of training and other applicable services to be offered by the subcontractor.
- Indemnification and insurance requirements imposed on the subcontractor.
- Method of payment to subcontractors.

Copies of all formalized agreements must be forwarded to WDD for approval prior to sub-contract execution. The Contractor/Service Provider acknowledges the requirements and agrees to furnish such agreements as a condition to receiving payment.

Auditing requirements

Per WIOA regulations, the Contractor/Service Provider will hire a licensed Certified Public Accountant (CPA) to prepare and file with WDD a certified fiscal audit of related program expenditures during the term of the Contract.

The annual financial and compliance audits shall be performed in accordance with Generally Accepted Accounting Principles (GAAP) auditing standards by an independent auditor and according to the Single Audit Act Amendment of 1996. Additionally, a program compliance audit may be required to determine whether the Contractor/Service Provider has complied with laws, regulations, and the provisions of the Contract.

Note: Refer to the Administration Handbook, Section 3 – *Audit Resolution* for detailed information.

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Conditions/Contract Requirements, Continued

Financial statements

The WDD may require potential Contractors/Service Providers to provide Audited Financial Statements. The Financial Statements shall be:

- The most recent and complete audited financial statement available and shall be for a fiscal period not more than twelve (12) months old at time of submission.
- Prepared by an independent CPA. If the audit is of a parent firm, the parent firm shall be a party to the contract. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement.

Note: The Contractors/Service Providers will not charge the cost of an audit to WDD.

Indemnification requirements

The Contractor/Service Provider agrees to indemnify, defend, and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all:

- Claims,
- Actions,
- Losses,
- Damages, and/or
- Liability arising out of this contract from any cause whatsoever, including the:
 - Acts,
 - Errors, or Omissions of any person, and
 - For any costs or expenses incurred by the County on account of any claim, except where such indemnification is prohibited by law.

This indemnification provision shall apply regardless of the existence or degree of fault of indemnitee. The Contractors/Service Providers indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

Proof of coverage

The Contractor/Service Provider shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of any services.

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Conditions/Contract Requirements, Continued

Insurance requirements

Without affecting the indemnity provided, the Contractor/Service Provider shall secure and maintain throughout the contract the following types of insurance:

- Worker's Compensation
- Commercial/General Liability
- Automobile Liability
- Professional Liability, if applicable
- Directors and Officers, if applicable
- Umbrella Liability
- Abuse/Molestation
- Cyber Security Liability
- Errors and Omissions Liability, if applicable
- Environmental Liability, if applicable

Equal opportunity requirements

The Contractor/Service Provider agrees to comply with the provisions of the Equal Opportunity Program of San Bernardino County and the rules and regulations adopted pursuant to:

- Executive Order 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964,
- The California Fair Employment and Housing Act, and
- Other applicable Federal, State, and County laws, regulations, and policies, including laws and regulations hereafter enacted.

In addition to the above laws, all Contractors/Service Providers who receive WIOA funding must comply fully with the non-discrimination and equal opportunity provisions of the following laws:

- 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
- Title IX of the Education Amendments of 1972, as amended
- Section 188 of the WIOA, and
- All other regulations implementing the laws listed above.

Compliance

The Contractor/Service Providers shall not unlawfully discriminate against any:

- Employee,
- Applicant for employment, or
- Service recipient on the basis of:
 - Race,
 - National origin or ancestry,
 - Religion,
 - Sex,
 - Marital status,
 - Age,
 - Political affiliation, or
 - Disability.

The Equal Opportunity is the Law notice, explaining the non-discrimination and equal opportunity provisions of WIOA and shall be provided to each participant. All complaints alleging discrimination on the basis listed above will be referred to the WDD Equal Opportunity Officer for action.

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Conditions/Contract Requirements, Continued

Right to monitor and audit

The WDD, any subdivision or appointee, the State of California or any subdivision or appointee, including the Auditor General, shall have absolute right to:

- Review and audit all:
 - Records,
 - Books,
 - Papers,
 - Documents,
 - Corporate minutes, and
 - Other pertinent items as requested.
- Monitor the performance of Contractor/Service Provider in the delivery of services provided under any Agreement.

The WDD will monitor and visit, announced or unannounced, the Contractor/Service Provider's program, including visits to all locations, offices and training sites at any time during normal business hours. The monitoring shall be conducted in accordance with the Workforce Development Board (WDB) Policy and WDD Procedures for Subrecipient Monitoring. The monitoring activities become part of the contract requirement.

The Contractor shall:

- Give full cooperation in any auditing or monitoring conducted.
- Cooperate with the WDD in the implementation, monitoring and evaluation of any Agreement, and
- Comply with any and all reporting requirements established by the County, State, and Federal Government.

Assistance by Contractor

The Contractor/Service Provider shall provide all reasonable facilities and assistance for the safety and convenience of the WDD's representative in the performance of his/her duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor/Service Provider.

Single Audit

Entities receiving WIOA funds must meet the audit requirements of Title 2 Code of Federal Regulations (CFR) Section 200 and submit annual Single Audit Report to the County within 30 days after the end of the audit period or no later than six (6) months after the end of the organization's fiscal year.

For contract monitoring, Contractor/Service Providers must comply with Title 20 CFR, Part 652 and Section 683.

Note: Refer to the Administration Handbook, Section 3 – *Audit Resolution* for detailed information.

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Conditions/Contract Requirements, Continued

Availability of records

All financial, procurement and program documents must be made available for monitoring/audit for seven (7) years following the financial audit of the contract. Any litigation issue(s) or in the process of audit resolution, records must be retained more than seven (7) years after the final audit resolution and final payment of disallowed costs being accepted by the County.

Note: This time may be extended if the contractor has a finding or is involved in litigation that has not been resolved.

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

Records of the contractor not pertaining to the program shall not be subject to audit unless provided for in another agreement.

Contract Assignability

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

Lawsuits

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

Environmental Protection Agency (EPA) regulations

If the amount awarded to Contractor/Service Provider under the Contract exceeds \$100,000, Contractor/Service Provider will agree to comply with:

- Section 306 of the Clean Air Act (42 USC 1857 h),
- Section 508 of the Clean Water Act (33 USC 1368),
- Executive Order 11738, and
- Environmental Protection Agency regulations (40 CFR, Part 15).

Contractor/Provider shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, of the California Code of Regulations).

State Energy Conservation Clause

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

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Conditions/Contract Requirements, Continued

Patents, inventions, copyrights

Any project that produces patentable items, patent rights, and/or discovery of inventions in the course of work under a Federal grant or agreement, the Contractor/Service Provider shall report the fact promptly and fully to the County. The County, the State, or the Department of Labor (DOL) representative shall determine how the rights on the invention or discovery will be administered in order to protect the public interest consistent with the government policy., including:

- Licensing:
 - Reproduction,
 - Publishing,
 - Utilization, and
 - Royalties.
-

Notification

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

Federal requirements

The following Federal requirement must be included in the contract:

- Clean Air Act
 - Anti-lobbying
 - Drug and Alcohol Free Workplace
 - Debarment and Suspension
 - Consumer Privacy
-

Licenses and permits

The Contractor/Service Provider will ensure he/she have all necessary licenses and permits required by the laws of the United States, State of California, County, and all other appropriate governmental agencies, and agree to maintain these licenses and permits in effect for the duration of the Contract. Contractor/Service Provider will notify WDD immediately of loss or suspension of any such licenses and permits.

Health and safety

Contractor/Service Provider shall comply with all applicable local health and safety clearances, including fire clearances, for each site where program services are provided under the terms of the contract.

Report on Fraud and Abuse

The Contractor/Service Provider shall establish:

- Appropriate internal management procedures to prevent fraud, abuse and criminal activity.
 - A reporting process to ensure the County is notified immediately of any allegation of WIOA related fraud, abuse or criminal activity, or any suspected or proven fraud, abuse or criminal acts committed by staff or participants.
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Conditions/Contract Requirements, Continued

Standards of conduct

The standards of conduct shall apply to all members of the Workforce Development Board (WDB), Workforce Development Department (WDD) staff, and contractors. Every reasonable course of action will be taken to:

- Avoid favoritism,
- Questionable or improper conduct or the appearance of same.

In addition, WDB members, WDD staff, and contractors shall avoid situations giving rise to a suggestion that any decision was influenced by:

- Prejudice,
 - Bias,
 - Special interests, or
 - Desire for personal gain.
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Violations

Violations of the Code of Conduct by officers, employees or agents of WDD, whether intended or done negligently, could lead to suspension, termination, and/or criminal prosecution to the extent allowable by law (Chapter 23-600 of California Department of Social Services [CDSS] Manual of Policies and Procedures). Any contract made in violation of the Code of Conduct is void and cannot be enforced.

Conflict of interest – WDB and WDD staff

The conflict of interest applies to the WDB members and WDD staff. The WDD procurement system is designed to avoid all:

- Conflicts of interest, and
- Appearances of conflicts of interest.

WDB members and WDD staff shall conduct themselves in a way to ensure no relationship exists whereby he/she will be in a position to influence the awarding of contracts. WDB members shall not:

- Cast a vote on, nor participate in any decision-making capacity with respect to the provision of services by such member (or any organization which a member directly represents),
 - Vote on any matter, which would provide any direct financial benefit to the member, and/or
 - Attempt to influence any other member on any matter involving the selection, award, or funding of an organization such member represents.
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Nepotism

No relative by blood, adoption, or marriage of any executive, person in an administrative capacity, or employee of the Contractor/Service Provider shall be enrolled for services or training provided by the Contractor/Service Provider.

Receipt of gratuities

The receipt of gratuities, favors, or anything of monetary value from a contractor, bidder, or potential bidder is strictly prohibited for all WDB members and WDD staff.

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Conditions/Contract Requirements, Continued

Conflict of interest – Contractors and Service Providers

The Contractors/Service Providers are expected to make all reasonable efforts to ensure no conflict of interest exists between:

- Its officers,
- Employees, or
- Subcontractors, and
- The County.

The Contractors/Service Providers shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using his/her positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others with whom he/she have family, business, or other ties. The Contractors/Service Providers shall notify WDD on any matter, which would provide any direct financial benefit to its officers, employees or subcontractors.

In the event WDD determines a conflict of interest exists, WDD may disallow any increase in costs associated with the conflict of interest situation and such conflict may constitute grounds for termination of the contract.

On-the-Job Training contracts

The Code of Conduct policy shall not preclude WDD from contracting for the placement of trainees in On-the-Job Training (OJT) with an entity in which a WDB member has a substantial interest, provided the WDB member does not participate in, or influence, the making or approval of the contract on behalf of WDD or the WDB.

WDD affirms and declares all OJT contracts written with WDB members must be held to the same objective standards and criteria as all other OJT contracts.

Confidentiality

A Contractor/Service Provider shall require its officers, agents, employees, volunteers, and any subcontractor to comply with the provisions of:

- WIOA Section 116(i)(3), and
- Section 444 of the General Education Provisions Act (20 U.S.C. 1232g).

The Contractor/Service Provider is to assure all applications, education records or Personally Identifiable Information (PII) will be confidential and will not be open to examination for any purpose not directly connected with the administration, performance, compliance, monitoring, or auditing of services provided under the contract.

No person will publish, disclose, or cause to be published or disclosed or used, any confidential information pertaining to any applicant or recipient of services under a contract with WDD.

The Contractors/Service Providers will agree to inform all subcontractors, consultants, employees, agents, and partners of the above provisions, and any person knowingly and/or intentionally violating the provisions of this article is guilty of a misdemeanor.

Procurement Overview

Introduction	All purchases must meet State and County procurement guidelines and competitive requirements. This section provides an overview of the procurement process.
Requisitions	All procurement action, whether competitive or non-competitive, to a contract or purchase order requires a requisition to be completed. The requisition provides a record showing the requirement was budgeted and properly approved before the procurement process began.
Proposers	<p>Proposers must be registered in the County's ePro system to submit proposals and supporting documentation for Workforce Development Department (WDD).</p> <p>The ePro network link is located on the Purchasing website: ePRO.</p>
Process	There are multiple stages to a procurement process; the table below outlines the process.

Stage	Description
1	<ul style="list-style-type: none">• Workforce Development Department (WDD) management identifies a need and presents a recommendation to the Workforce Development Board (WDB) and/or Standing Committee, or an Ad Hoc Committee for procurement process, if applicable, and• Designated staff is assigned to develop the procurement choosing the appropriate method (i.e. Request for Proposal (RFP), Statement of Qualifications (SOQ) [also referred to as Request for Quotes (RFQ)], bids, etc.). <p>Notes: Refer to the Administration Handbook:</p> <ul style="list-style-type: none">• <i>Section 2, Workforce Development Board (WDB) & Committees</i> for what needs to be presented to the WDB and how to present items to the WDB, and• <i>Section 13, Procurement</i> for the complete steps for a procurement.
2	<p>Designated staff will:</p> <ul style="list-style-type: none">• Create the procurement document,• Send document to various management at WDD to review,• Enter procurement request into the Purchasing Department's e-Pro system to:<ul style="list-style-type: none">– Obtain procurement number– Identify who will receive the document (industry/sector) for proposals,– Upload documents and attachments, and– Assign the approval pathway.• Release document for proposals once approved by the designated staff from the approval pathway,• Set up a bidder's conference, if necessary.

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Procurement Overview, Continued

Process (continued)

Stage	Description
3	Proposers will: <ul style="list-style-type: none">• Submit questions and/or proposals/quotes by the specific deadline through the ePro system, and/or• Submit a hardcopy of the proposal, if deemed necessary.
4	Designated staff will: <ul style="list-style-type: none">• Select appropriate reviewers to evaluate/score the proposals/quotes received,• Meet with the reviewers, to:<ul style="list-style-type: none">– Give background on the request, and– Go over the evaluation and scoring tool.• Schedule final meeting with reviewers to go over the evaluation and scoring of the proposals,• Review evaluations for final recommendation with WDD management and fiscal,• Present recommendations for approval to the:<ul style="list-style-type: none">– Workforce Development Board (WDB)– WDB Committees, if necessary• Prepare contracts for negotiation,• Send contracts to County Counsel for review,• Present contracts to the Full WDB for approval, if necessary,• Present contract to Board of Supervisors (BOS) for approval, if necessary,• Make sure contracts are signed, executed and appropriate copies are distributed, and• Forward executed contracts/purchase order to Fiscal unit <p>Note: Refer to the Administration Handbook <i>Section 1, Board of Supervisor and Section 2, Workforce Development Board (WDB) & Committees</i> for submitting items to the BOS and WDB.</p>
5	Fiscal will: <ul style="list-style-type: none">• Review and make recommendation, as appropriate,• Complete a requisition with the County Purchasing Department, and• Receive a purchase order number from the Purchasing Department.

Request for Qualifications or Proposal (RFQ/RFP)

Introduction This section provides guidance on the Request for Qualifications (RFQ) and Request for Proposal (RFP) processes.

RFQ / RFP The Request for Quotes (RFQ) or Request for Proposal (RFP) are the most common procurement methods used by Workforce Development Department (WDD).

RFQ:

The RFQ is the process to pre-qualify a vendor or individual whose proposals shall be evaluated for final selection.

RFP:

The term RFP refers both to a formal solicitation process and to the solicitation package used in the process. Utilize the RFP to allow free and open competition and is considered a competitive selection process. The Department's RFP(s) will provide:

- Prospective proposers with guidelines for developing proposals to achieve the results, and
- Specifications called for by WDD.

The content of guidelines, instructions, and other requirements are included in the RFP document.

Note: Refer to the *Administration Handbook, Section 13 – Procurement* for determining appropriate procurement method.

**Terms/
explanations**

List of terms/explanations used for the RFQ/RFP to solicit contracts.

Term	Explanations
Issuance of an RFQ/RFP	The WDD reserves the right to issue the RFQ/RFP at any time to meet the needs of local job training programs, youth programs, local market demands, or upon request by the WDB.
Bidder's conference	<ul style="list-style-type: none">• Scheduled and held in conjunction with the issuance of each RFQ/RFP in order to present an overview of the RFQ/RFP and to clarify proposers' concerns or questions regarding the RFQ/RFP.• Non-mandatory unless the item requires BOS approval or is a WIOA mandated procurement (i.e. Youth Provider, One-stop Operator, etc.).• Notice of a mandatory bidder's conference will be included in the RFQ or RFP package.• Attendance at the Bidder's Conference is only required if the RFQ or RFP package states it is mandatory to attend.• Maintain list of attendees and meeting will be recorded (sign-in sheets or zoom meetings) in order to ensure the integrity and fairness of the RFQ/RFP process.• Email responses to questions to all persons who received the RFQ/RFP, if research is necessary prior to addressing questions raised.

Continued on next page

Request for Qualifications or Proposal (RFQ/RFP), Continued

Terms/ explanations (continued)

Term	Explanations
RFQ/RFP rating system	<ul style="list-style-type: none">• A rating system will be established for each RFQ/RFP.• This system will normally consist of a point system assigned to each criteria of the RFQ/RFP.• This point system will be established in advance of the receipt and review of proposals.• The point system may or may not be published in the RFQ/RFP.
RFQ/RFP rating sheet	<ul style="list-style-type: none">• An RFQ/RFP rating sheet is used to determine if the vendor/individual meets the minimum requirement for the goods and services• A rating sheet will be established for each RFQ/RFP and must be utilized, signed, and dated by each reviewer.• Reviewers are not allowed to grade on factors not included in the RFQ/RFP.• Although rating sheets and criteria will necessarily vary for each procurement, it may include but is not limited to:<ul style="list-style-type: none">– Sections/scores for price reasonableness,– Minimum response thresholds, if not met, may lead to disqualification (WDD management determines disqualification), and– An accounting for prior performance, if applicable.• The contents of each proposal will be considered confidential until an award is made.
Evaluation	<ul style="list-style-type: none">• The department staff who developed/posted the RFQ/RFP establish a review team.• This team will abide by all procedures established in the County's Code of Conduct policies.<ul style="list-style-type: none">– Must sign code of conduct form.• Questions regarding RFQ/RFP will be sent to the Program/Staff Analyst listed in the RFQ/RFP.• Reviewers will rate proposals independently of each other, although general questions regarding the RFQ/RFP and requests for clarification of proposal may be communicated between the reviewers.

Continued on next page

Request for Qualifications or Proposal (RFQ/RFP), Continued

RFQ/RFP elements

RFQs/RFPs may contain the following elements, but not limited to:

- Timeline outlining the solicitation, review, and award process.
 - Requirements statement/statement of work.
 - Responsibility criteria.
 - Information regarding submission of RFQ/RFP responses, including the submission deadline. Format and recycling requirements. See County Policy 11 Procurement and Contracting.
 - Evaluation criteria upon which the proposal will be evaluated (included weighted criteria).
 - Information regarding presentations to be made by each proposer, if applicable.
 - Terms and conditions to which the awarded vendor must agree, including insurance requirements (coordinate with Risk Management as well as County Counsel). See County Policy 11-07.
 - Appeals process.
 - The County's right to reject any or all bids and waive any irregularities or informalities.
-

Proposal Evaluation

Introduction

All proposals are subject to a standard review process developed by the County and Workforce Development Department (WDD). A primary consideration shall be the effectiveness of the agency/organization/provider in the delivery of comparable or related services based on demonstrated performance and ability to provide the Workforce Innovation and Opportunity Act (WIOA) services proposed. This section provides information on:

- Initial review,
 - Evaluation team,
 - Review,
 - Selection,
 - Contract award, and
 - Appeals Process.
-

Initial review

The originator of the RFQ/RFP determines if the proposal contains the minimum requirements for submission for the initial proposal review process. The minimum requirements are:

- The proposal must be complete, in the required format, and in compliance with all the requirements of the RFQ/RFP, and received by the required due date.
- Prospective Contractors/Service Providers must meet any requirements stated in the RFQ/RFP “Minimum Requirements” section.
- No proposal shall be rejected if the County determines it to be immaterial or inconsequential if it contains a minor:
 - Irregularity,
 - Defect or
 - Variation.

The Proposer will be given an opportunity to correct the irregularity, defect, and/or variation, or the County may elect to waive it and accept the proposal. Proposals not meeting the minimum requirement are denied and sent a denial notification.

Evaluation team

The selection for evaluation team can be a combination of:

- WDD staff (i.e. Program Specialist and/or Staff Analysts, etc.), and/or
- Staff from other County Departments (i.e. Department of Behavioral Health, Program Development Division, or Economic Development Agency (EDA), etc.)
- Staff from other counties

The evaluation team is given:

- Copies of the
 - RFQ/RFP,
 - Proposal that pass the initial review, and
 - An evaluation/score review sheets.
-

Continued on next page

Proposal Evaluation, Continued

Review

Once the evaluation team is selected, a meeting is held with the team and Staff Analyst to discuss the RFQ/RFP and the review process. The evaluation team meet to complete a post evaluation of the proposals. Meeting will discuss:

- Team score
 - Margin of differences
 - Why one reviewer scored higher or lower than another reviewer.
-

Selection

The selection is based on the evaluation scores. The evaluation team meets to review and reconcile the proposal scores and to discuss any concerns.

The originator of the RFQ/RFP provides analysis and discusses the evaluation and scoring of the proposals with WDD management and Fiscal to determine the top Contractors/Service Providers. Top candidates may then be invited for a second interview.

Most contracts will require the Workforce Development Board (WDB) ad hoc or executive committee review the final recommended candidates/selections and approve to move the recommendations to full board.

Final approval

The final authority to approve or deny an award and any subsequent contract as a result of a procurement process rests solely with San Bernardino County Board of Supervisors.

Contract Award

Introduction	Contracts will be awarded based on a competitive selection of proposals received. This section provides information regarding contract awards.
Contractual obligation	The contents of the proposal of the successful Proposer(s) may help inform the development of contractual obligations. Failure to accept these obligations in a contractual agreement may result in cancellation of the award.
Contract award	<p>As required by Workforce Innovation and Opportunity Act (WIOA), contract recommendations may require submission to the:</p> <ul style="list-style-type: none">• Board of Supervisors (BOS),• Workforce Development Board (WDB), and• Appropriate committee. <p>Note: Recommendation submissions do not necessarily have to be in the above order. For further information refer to the <i>Administration Handbook, Section 1 – Board of Supervisors (BOS) and Section 2 – Workforce Development Board – Committees</i>.</p>
Compensation	Funding of the contract is subject to continuing availability of WIOA funds provided to the County during the contract period. WDD will inform the Contractor/Service Provider of any limitation of the availability of funds. The WDD also reserves the right to renegotiate any awarded contract amount(s).

Appeals/Protests

Introduction In the event a dispute arises concerning the proposal process prior to the award of the contract, the proposer may appeal/protest a decision with the Director of Purchasing. The process for an appeal is outlined in this section.

Appeal/Protest process Proposers may appeal the recommended award or denial of award provided the following stipulations are met:

- Appeal is in writing,
- Submitted within ten (10) calendar days of the date of the recommended award or denial of award letters,
- Contains the RFQ/RFP number or relevant solicitation reference, and
- Lists the specific reason(s) for the appeal.

Grounds for an appeal/protest An appeal of a denial of award can **only** be brought on the following grounds:

- Failure of the County to follow the selection procedures and adhere to requirements specific in the RFQ/RFP, addenda or amendments, or
- There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq., or
- There has been a violation of State or Federal law.

Submitting of an appeal/protest Appeals will not be accepted for any other reasons than those listed in the “Grounds for an appeal” block. All appeals must be submitted to:

Purchasing Director
San Bernardino County
Purchasing Department
777 E. Rialto Avenue
San Bernardino, CA 92415-0760

Response to an appeal/protest The County Purchasing Director shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of the County Purchasing Agent shall be deemed final.

Employment Contracts

Introduction The Workforce Development Department (WDD) can enter into contracts for staff services (also known as Employment Contracts) which may or may not engage in employment with the County. Employment Contract agreement can be between one or more partners or individuals within the County or with Non-County Organizations.

Temp or WEX workers Employment Contracts are not completed when WDD is requesting support staff from a Temporary agency or Work Experience (WEX) worker from the Transitional Assistance Department (TAD). Temporary workers or WEX workers do not go through the same hiring process as regular County employees.

Provided services Request to provide services usually are a result from grants awarded for various programs based on regulation requirements. A Memorandum of Understanding (MOU) is developed to serve as the funding agreement, which prompts an Employment Contract to be generated for the individual selected to meet the deliverables associated with the contract.

Based on the needs, WDD can either provide the services or contract out the services; most common services provided are, but not limited to:

- Career Counseling,
 - Initial assessments,
 - Individual educational plans,
 - Job development services,
 - Employability plans,
 - Job skills enhancement services, and
 - Job placement.
-

WDB requirement Employment Contracts are not required to go through the Workforce Development Board (WDB) for approval unless the contract involves Workforce Innovation and Opportunity Act (WIOA) funding.

Continued on next page

Employment Contracts, Continued

Memorandum of Understanding

A MOU is an agreement between two (2) or more parties or organizations to provide specific services. A written MOU is needed to assure all parties are in agreement of the services being provided in exchange for compensation.

An MOU, in some instances, is required as a funding stream with WDD partners. All Employment Contracts may have an MOU Agreement between WDD and another entity. The MOU is basically the contract outlining:

- Definitions,
- WDD responsibilities,
- County Department or Non-County Organization responsibilities,
- Mutual responsibilities,
- Fiscal provisions,
- Termination, and
- Conclusion:
 - Budget, and
 - Scope of services.

In addition to the basic contract outlining items listed above, the same indemnification and insurance requirements mentioned in the *Conditions/Contract Requirements* section applies to Employment Contracts.

Employment Contracts deliverables

An Employment Contract is usually a temporary agreement due to funding included in an MOU. There are certain Employment Contract deliverables staff must consider when developing the contract, such as but not limited to:

- Salary
 - Will it include a benefit package,
 - Bi-lingual compensation, if applicable,
 - Compensation packet if benefits are not included, and/or
 - Escalated salary increments for the duration of the contract.
 - Benefits
 - Will leave pay (i.e. holiday, sick, or vacation) be included,
 - Retirement packet or Buy-in provision if transferring from contract position to a county employee, and/or
 - Will Medical, Dental or Vision included.
 - Background check
 - County Departments and/or Non-County Organization may have their own background process; to avoid multiple background checks include in contract what process will be used and acceptable for all parties.
 - Timeline
 - Begin date, and
 - End date.
- Reminder:** The end of an Employment Contract cannot be after the funding ends.
-

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Employment Contracts, Continued

BAI requirement

A Board Agenda Item (BAI) to approve an employment contract template is submitted by WDD staff for Board of Supervisors (BOS) approval. For all BAI's requiring a position to be filled with an Employment Contract the approved template will be used to avoid having to submit multiple BAIs.

In the rare occasion the Employment Contract template can't be used, the designated staff will be required to complete two (2) BAI's:

- Initial request for the services, and
- Job offer for the selected candidate.

Note: Human Resources (HR) County Counsel reviews and approves all the Employment Contracts for WDD.

Employee Contract Template

To improve the process for Employment Contracts and to eliminate the need to submit multiple BAIs for BOS approval, an Employment Contract template was developed to simplify the process. The purpose of the template is to:

- Develop a contract tailored to the revenue of services being provided to the County or Non-County Organizations,
- Not be specific to the individual assigned to the contract, and
- Allow the BOS to approve the revenue of the contract and not the actual individual who is filling the position.

By having the BOS only approve the revenue of the contract, this will allow the opportunity for the WDD Director to approve or replace an assigned individual on an Employment Contract.

Example:

- BOS approved the Housing Authority (HA) MOU contract and the Employment Contract (template contract used).
- HA has three (3) Workforce Development Specialists (WDS) assigned to the MOU Contract from June 2017 through July 2018.
- In September 2017, one (1) of the WDS assigned to the HA accepts a promotion and leaves the position at HA.
- Because the BOS approved the MOU with the Employment Contract, a second BAI to the BOS to replace the one (1) WDS (nine-week process) is not required.
- The WDD Director can approve a replacement to finish the contract from September 2017 through July 2018 (one-three week process).

A sample of the Employment Contract template is located in the **Public Share Drive>Employment Contract Sample folder**.

Continued on next page

Employment Contracts, Continued

Recruitment A potential candidate must meet the minimum requirements for employment. Any recruitment for filling an Employment Contract position must go through HR.

Letter of intent Employment Contracts with Non-County Organizations may require WDD to issue a letter of intent to an individual or agency. The letter of intent is informal and doesn't obligate the county to have the individual to be insured. Letter of intent does not need the Board of Supervisors (BOS) approval.

Formal agreement Formal agreements are issued when the Non-County Organization requires the County to have additional insurance for the position.

Risk management WDD staff will contact Risk Management when the Employee Contract is with Non-County Organization. This is to ensure the appropriate insurance and indemnity requirements are met. **Example:** A County/Department employee is working at a Non-County Organization providing services.

Process The table below provides the stages for an Employment Contract process.

Stage	Description
1	County partner or Non-County Organization contacts WDD management to request a new or renew an Employment Contract.
2	WDD management will assign the request of an Employment Contract to a designated staff person to complete.
3	Designated staff will: <ul style="list-style-type: none"> • Meet with the Non-County Organization contact person or County HR Analyst to go over the requirements for the position. • Develop an MOU Agreement with the County Department or Non-County Organization. • Create the contract based on the MOU requirements to identify the individual for the position. • Develop and submit the BAI for BOS approval using the Employment Contract template, • Complete the recruitment process for the position, and • Discuss candidates with WDD management.
4	WDD designated staff and Non-County Organization contact person or County HR Analyst will: <ul style="list-style-type: none"> • Review the candidates for the position. • Set-up interviews. • Select the candidate(s) for the position.

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Employment Contracts, Continued

Process (continued)

Stage	Description						
5	<p>WDD Payroll Specialist will:</p> <ul style="list-style-type: none"> • Ensure the Employment Contract contains specific information related to the benefits included in the agreement for the candidate, such as but not limited to: <ul style="list-style-type: none"> – Leave time (sick, vacation, bereavement, etc.), – Tour of duty – Bi-lingual pay, and – Benefit section based on equivalent county classification: <ul style="list-style-type: none"> ✓ Medical ✓ Dental ✓ Vision ✓ Life • Complete or coordinate with County Department or Non-County Organization on a background check for the candidate, • Determine if the candidate is: <ul style="list-style-type: none"> – A current County employee, or – Not a County employee. <table border="1"> <thead> <tr> <th>If the candidate is ...</th><th>Then the Payroll Specialist will ...</th></tr> </thead> <tbody> <tr> <td>Currently a County employee,</td><td> <ul style="list-style-type: none"> • Coordinate with the Non-County Organization or contact the County HR Analyst to complete the County background check, • Send request to SMART Hire to complete background check, if WDD is responsible for the background, and • Send candidate to the Sherriff's office in San Bernardino for fingerprints to be completed by the Department of Justice (DOJ). <p>Note: In some situations, the County employee may be required to go to Arrowhead Regional Medical Center (ARMC) for a physical.</p> </td></tr> <tr> <td>Not a County employee,</td><td> <ul style="list-style-type: none"> • Coordinate with Non-County Organization or complete the background check, • Send request to SMART Hire to complete background check, if WDD is responsible for the background, • Send candidate to Sherriff's office in San Bernardino for finger prints to be completed by the Department of Justice (DOJ), and • Send candidate to ARMC for a physical and drug test. </td></tr> </tbody> </table> <ul style="list-style-type: none"> • Notify the WDD Director, Assistant Director, Deputy Director, and Manager/Supervisor if the candidate has passed his/her background check. 	If the candidate is ...	Then the Payroll Specialist will ...	Currently a County employee,	<ul style="list-style-type: none"> • Coordinate with the Non-County Organization or contact the County HR Analyst to complete the County background check, • Send request to SMART Hire to complete background check, if WDD is responsible for the background, and • Send candidate to the Sherriff's office in San Bernardino for fingerprints to be completed by the Department of Justice (DOJ). <p>Note: In some situations, the County employee may be required to go to Arrowhead Regional Medical Center (ARMC) for a physical.</p>	Not a County employee,	<ul style="list-style-type: none"> • Coordinate with Non-County Organization or complete the background check, • Send request to SMART Hire to complete background check, if WDD is responsible for the background, • Send candidate to Sherriff's office in San Bernardino for finger prints to be completed by the Department of Justice (DOJ), and • Send candidate to ARMC for a physical and drug test.
If the candidate is ...	Then the Payroll Specialist will ...						
Currently a County employee,	<ul style="list-style-type: none"> • Coordinate with the Non-County Organization or contact the County HR Analyst to complete the County background check, • Send request to SMART Hire to complete background check, if WDD is responsible for the background, and • Send candidate to the Sherriff's office in San Bernardino for fingerprints to be completed by the Department of Justice (DOJ). <p>Note: In some situations, the County employee may be required to go to Arrowhead Regional Medical Center (ARMC) for a physical.</p>						
Not a County employee,	<ul style="list-style-type: none"> • Coordinate with Non-County Organization or complete the background check, • Send request to SMART Hire to complete background check, if WDD is responsible for the background, • Send candidate to Sherriff's office in San Bernardino for finger prints to be completed by the Department of Justice (DOJ), and • Send candidate to ARMC for a physical and drug test. 						

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Employment Contracts, Continued

Process (continued)

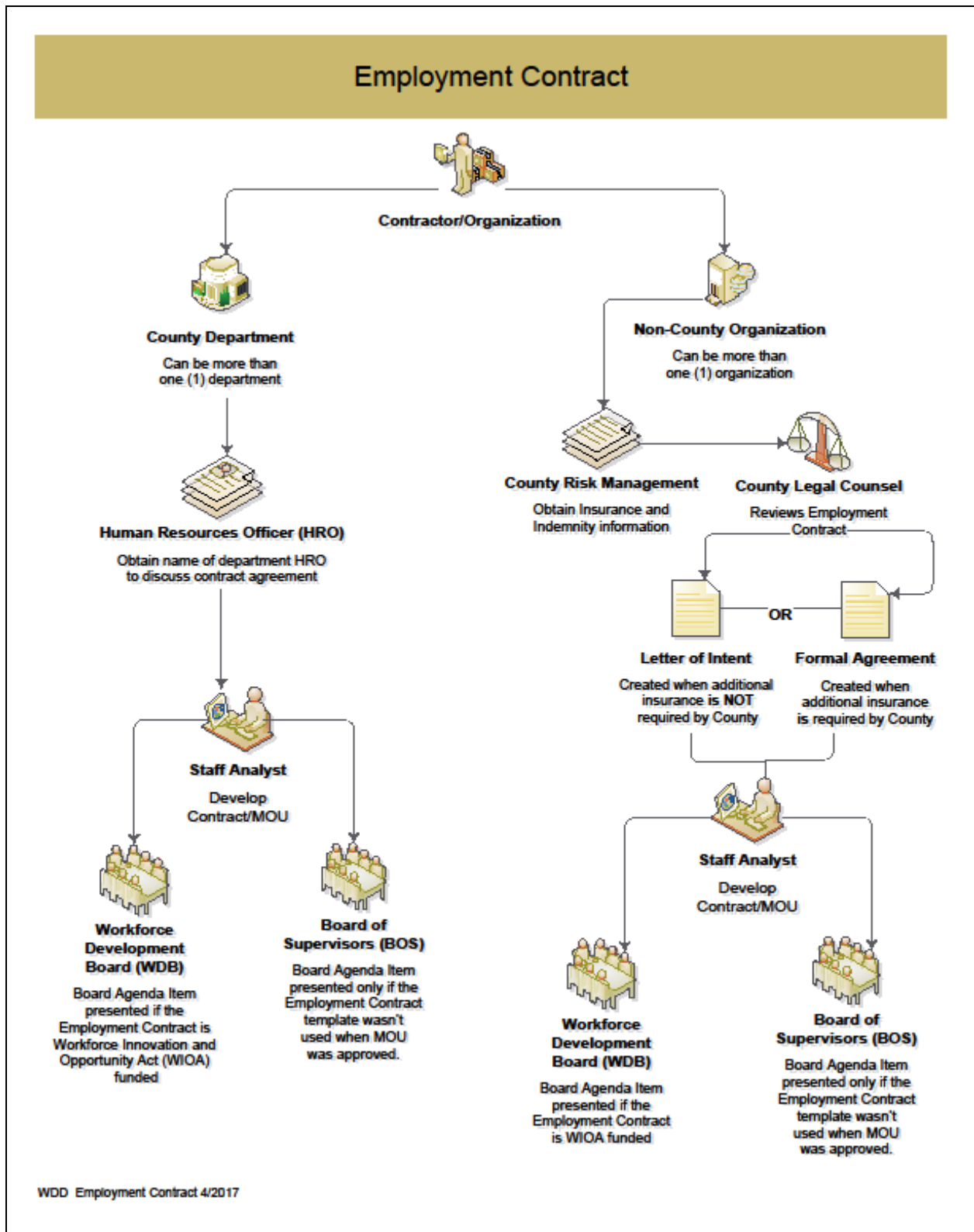
Stage	Description						
6	<p>Manager/Supervisor will make a conditional job offer once background check is passed, pending BOS approval if generic MOU template was not approved.</p> <table> <tr> <th>If Employment Contract template was ...</th><th>Then ...</th></tr> <tr> <td>Used and approved by the BOS,</td><td> <ul style="list-style-type: none"> The SA II will be notified a second BAI is not required, and Obtains the WDD Director's approval. </td></tr> <tr> <td>Not used, Note: This option is rarely used.</td><td>The SA II will be notified a BAI needs to be developed and submitted for BOS approval.</td></tr> </table>	If Employment Contract template was ...	Then ...	Used and approved by the BOS,	<ul style="list-style-type: none"> The SA II will be notified a second BAI is not required, and Obtains the WDD Director's approval. 	Not used, Note: This option is rarely used.	The SA II will be notified a BAI needs to be developed and submitted for BOS approval.
If Employment Contract template was ...	Then ...						
Used and approved by the BOS,	<ul style="list-style-type: none"> The SA II will be notified a second BAI is not required, and Obtains the WDD Director's approval. 						
Not used, Note: This option is rarely used.	The SA II will be notified a BAI needs to be developed and submitted for BOS approval.						
7	<p>WDD Payroll Specialist will:</p> <ul style="list-style-type: none"> Get contracts signed. Notify candidate: <ul style="list-style-type: none"> When he/she will start, What time he/she will start, and Who and Where to report to work. Set controls for when Employment Contract expires to determine if contract needs to be renewed. 						
8	<p>Candidate will:</p> <ul style="list-style-type: none"> Report to the WDD Payroll Specialist if he/she is: <ul style="list-style-type: none"> A contract employee and not entered into Employee Management and Compensation System (EMACS) and will need to be added, or A County employee who is transferring, promoting or demoting before starting work. Enter his/her time through EMACS for Fiscal to monitor. 						
9	<p>Supervisor will provide the appropriate codes the individual will need to enter into EMACS and for time to be approved by his/her supervisor.</p>						

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Employment Contracts, Continued

Flow chart

Below is a flow chart of the overall Employment Contract process.



Program Contract Files

Introduction To ensure program files contain the relevant required documentation and knowledge from the contractors or providers. This section provides information on organizing program contract files.

Contract labels In order to organize information and maintain records in a concise manner, Workforce Development Department (WDD) staff and Contractors/Providers must use contract labels. WDD staff use the contract labels to organize the information for Contractors/Providers and Contractors/Providers use contract labels for individuals receiving services.

Contractors/Providers labels There are six (6) identifiable labels WDD staff uses when setting up a contract file for Contractors/Providers and they are:

Section	Label Title/Description
I	Outgoing Correspondence <ul style="list-style-type: none">• Outgoing correspondence• Important emails with most recent on top• Notes
II	Incoming Correspondence <ul style="list-style-type: none">• Income correspondence• Important emails with most recent on top• Notes
III	Fiscal <ul style="list-style-type: none">• Budget, most recent on top• Cost Allocation Plan• Fiscal Policies and Procedures• Equipment purchase request(s)• Data Universal Number System (DUNS), used by Dun & Bradstreet• Debarment information• Financial, Accounting, and Internal Controls Instrument• Audit Reports/Financial Statements• Miscellaneous fiscal documents not otherwise described
IV	Monitoring Reports & Corrective Action Tracking System (CATS) Items <ul style="list-style-type: none">• CATS Status Letters/ Corrective Action Plan (CAP)<ul style="list-style-type: none">– Resolution letters• Monitoring reports• Monitoring checklist
V	Contracts <ul style="list-style-type: none">• Contracts Amendments• Signed Contract• Board item/Record of Action• Copy of proposal

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Program Contract Files, Continued

Contractors/ Providers labels (continued)

Section	Label Title/Description
VI	Contract Related Documents <ul style="list-style-type: none">• Certificates of Insurance (most recent edition on top)• Formalized agreements• Program policies & Procedures (including stipend policy)• Four (4) Provider signed certifications<ul style="list-style-type: none">– Fraud and abuse policies and procedures receipt– Affidavit of Non-discrimination and Equal Opportunity– Certification regarding lobbying debarment, etc.– Certification of compliance with audit requirements• Contract award agreement summary• Miscellaneous contract documents not otherwise described

Youth participant labels

There are six (6) identifiable labels Contractors/Providers use when setting up a program file for Youth participants and they are:

Section	Label Title/Description
I	Workforce Innovation and Opportunity Act (WIOA) Application
II	<ul style="list-style-type: none">• Income Verification• Right to Work• Barriers
III	Assessment
IV	Individual service strategy (ISS)
V	<ul style="list-style-type: none">• Closure• Closure review• Supporting documents• Certificate• Diploma (if received during program)• Follow up• Employment
VI	<ul style="list-style-type: none">• Supportive Services• Stipends• Incentives

Invoice Review

Introduction	Invoices received from Contractors/Providers for reimbursement of services are submitted to the Workforce Development Department (WDD) for processing. Payments are issued after the invoices undergo a program and fiscal review. This section provides information on the program and fiscal review process.
Invoices	All invoices must be stamped with the date and time in which the invoice was received by WDD staff. The date and time must appear on the front of the first page of the actual invoice. A date and time stamp on the envelope or coversheet does not provide necessary support for the process.
Workbooks	<p>Electronic excel documents (also known as workbooks) were developed to assist WDD staff and Youth Contractor/Provider with the invoice and payment document process.</p> <p>Youth Contractor/Provider is required to submit the electronic workbooks and hard copies of the payment and supporting documents for a program review to start. If the electronic and hard copies are not received, a program review will not be completed and reimbursements may be delayed.</p>
Program review	Before issuing reimbursement, WDD staff is required to complete a program review of the invoice received. WDD staff will complete the following process for a program review.

Step	Action
1	<ul style="list-style-type: none">Stamp the invoice upon receipt,Review contract expenditures for appropriate program, allowable and reasonable cost; some specifics include, but are not limited to:<ul style="list-style-type: none">Payroll/Time card or time sheets provided for Contractor/ Provider staff and participant,General ledger for each section requiring reimbursement must be included,Travel expenditureEnrollment is verified for cost(s) associated with a participant,Program activity/cost is appropriate under the contract (i.e. classroom training),Sample of participants receiving services should be checked in CalJOBS for case note, documentation, and appropriate activity, andActivity/cost allowed by the funding source (i.e. supportive services). <p>Note: Any expenditure of \$500 or more requires approval from the WDD Program Analyst prior to purchase.</p>
2	Determine if any expense is questionable or deemed not allowable.

Continued on next page

Invoice Review, Continued

Program review (continued)

Step	Action
3	<ul style="list-style-type: none"> Notify the Contractor/Provider via email regarding any expense(s) in question or removed. Include in the email the following, but not limited to: <ul style="list-style-type: none"> The details regarding the amount(s) and reason(s) the expense is being removed, Inform Contractor/Provider the: <ul style="list-style-type: none"> ✓ Expense can be included on the following month's invoice by providing additional information, or ✓ Basis for the denial, and ✓ Invoice will move forward for processing minus the cited expenditure(s). Copy Fiscal staff on the email to the Contractor/Provider.
4	<ul style="list-style-type: none"> Notate the expenditure(s) in question directly on the invoice, Sign/date the invoice indicating the completion of the program review, and Forward completed invoice to fiscal for processing.

Fiscal review

Fiscal completes a review of the invoice after the WDD staff completes the program review. Fiscal staff will:

Step	Action						
1	Stamp date the invoice upon receipt.						
2	Review the invoice for: <ul style="list-style-type: none"> All required supporting documentation, Allowable costs set by funding source (i.e. late fees are not allowable under federal funding guidelines), 						
3	<ul style="list-style-type: none"> Compare the costs cited on support documents to the corresponding amount entered on the invoice, and Determine if a support document is missing and/or any discrepancies are identified, Notify the Contractor/Provider via email, allowing 24 hours to: <ul style="list-style-type: none"> Provide clarification and/or document to resolve the issue(s), and Include the WDD Program Analysts on the email. 						
4	Determine if the Contractor/Provider responded within 24 hours: <table border="1"> <thead> <tr> <th>If ...</th><th>Then ...</th></tr> </thead> <tbody> <tr> <td>Yes,</td><td>Review response and take appropriate action to process invoice.</td></tr> <tr> <td>No</td><td>Revise the invoice as appropriate and process for payment.</td></tr> </tbody> </table> <p>Note: Fiscal staff will make changes to the invoice as notated by the program analyst.</p>	If ...	Then ...	Yes,	Review response and take appropriate action to process invoice.	No	Revise the invoice as appropriate and process for payment.
If ...	Then ...						
Yes,	Review response and take appropriate action to process invoice.						
No	Revise the invoice as appropriate and process for payment.						

Continued on next page

Invoice Review, Continued

Fiscal review (continued)

Step	Action
5	<ul style="list-style-type: none">• Email a corrected worksheet on the revised invoice(s) to the Contractor/Provider in order to ensure the corrected invoice and worksheet is utilized to submit for the following month, and• Print out for inclusion in the fiscal file a clean copy of the adjusted invoice and all relevant emails generated by either the WDD Program Analysts or Fiscal staff.
6	<ul style="list-style-type: none">• Enter payment instructions into System Applications and Products (SAP) System depending on contract type, or• Submit invoice directly to the Auditor-Controller/Treasurer/ Tax Collector (ATC) for processing.
