

AGREEMENT NO. _____
(Agreement for Occupational Skills Training)

This Agreement (“Agreement”) is made and entered into as of the last date signed below (“Effective Date”), by and between the County of Yolo, a political subdivision of the State of California, (“County”), and The Regents of the University of California, Davis on behalf of UC Davis Continuing and Professional Education (“Institution”), herein referred to as “the Parties”, who agree as follows:

RECITALS:

WHEREAS, County has received grant funds from the Workforce Innovation and Opportunities Act (WIOA) of 2014, distributed through the Catalog of Federal Domestic Assistance including WIOA Adult (CFDA 17.258), WIOA Dislocated Worker (CFDA 17.278), WIOA Youth (CFDA 17.259); National Dislocated Worker Grant funds (CFDA 17.277), and California State General Funds for Prison to Employment (P2E) services via Senate Bill (SB) 856 to be used to provide career services, which includes training and supportive services linked to job opportunities in Yolo County and the Capital Region including occupational training, work-based training and basic skills training; and

WHEREAS, County desires to retain Institution to provide occupational skills training; and

WHEREAS, Institution warrants that it is qualified and competent to provide occupational skills training and that it is on the State Eligible Training Provider List.

NOW, THEREFORE, the Parties agree to the following:

I. TERM

The term of this Agreement is from **the Effective Date** to and including **June 30, 2026**.

II. TRAINING SERVICES

A. Institution shall train clients referred to it by County (hereinafter referred to individually as “Student” and collectively as “Students”) in accordance with this Agreement (including, but not limited to, all exhibits), the Individual Student Occupational Skills Training Outline to be developed and signed by Student, Institution, and County (see section 4. of this Agreement), all applicable federal, state and local laws and regulations, and in a manner satisfactory to the Yolo County Health and Human Services Agency Director. Institution will provide all facilities, equipment, personnel, labor and materials necessary to provide the foregoing services in accordance with this Agreement.

B. The location of Institution’s classroom facility and the person in charge of training will be as follows:

Training site:

The Regents of the University of California, Davis on behalf of UC Davis Continuing and Professional Education
2901 K Street
Sacramento, CA 95816

Contact person:

Name: Suzette Odom
Telephone: (530) 752-3022
Email: sodom@ucdavis.edu

III. ENTIRE AGREEMENT

A. This Agreement shall include the following exhibits attached to and incorporated into this Agreement by this reference:

Exhibit A: Occupational Skills Training Outline Form

Exhibit B: Student Sexual Harassment Complaint Procedure

Exhibit C: Certification Regarding Debarment, Suspension and Other Responsibility Matters

In the event of any conflict between any of the provisions of this Agreement (including exhibits), the provision that requires the highest level of performance from Institution for County's and/or Student's benefit shall prevail.

B. This Agreement constitutes the entire agreement between the County and Institution and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IV. PAYMENT

A. Prior to commencing services pursuant to this Agreement, Employer shall furnish the County with its Federal Tax I.D. number in the form of a W-9.

B. Subject to the satisfactory performance of the services required of Institution pursuant to this Agreement, and to the terms and conditions set forth in this Agreement, and following Institution submission of an appropriate invoice, and such other documentation that the County may require, including but not limited to: a completed Occupational Skills Training Outline Form, County shall pay Institution according to the terms set forth in this section. Institution agrees to accept the foregoing payments as full and complete payment for all services provided pursuant to this Agreement, irrespective of whether the cost of such services and related administrative expenses exceed such payments.

C. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Institution through **June 30, 2026** shall be no greater than **ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000)** specified as follows:

Fiscal Year 2022-23 Effective Date through June 30, 2023	Fiscal Year 2023-24 July 1, 2023 through June 30, 2024	Fiscal Year 2024-25 July 1, 2024 through June 30, 2025	Fiscal Year 2025-26 July 1, 2025 through June 30, 2026	Total
\$40,000	\$40,000	\$40,000	\$40,000	\$160,000

D. Institution shall submit a separate invoice for each Student including the supporting documentation as may be required by County. An individual Student invoice shall be submitted to the County no sooner than thirty (30) days after a Student's placement and no later than thirty days prior to Student's completion of the program.

Institution shall submit the individual Student invoices for payment to County in an electronic format at HHSA.AccountsPayable@yolocounty.org. All shall be submitted with any required supporting documentation accompanying the invoice. If an invoice contains confidential Student information, the claim and supporting documentation must be encrypted for transaction. Invoices, with any required supporting documentation, may also be submitted via US Postal Service mail addressed to:

Yolo County Health and Human Services Agency
Attn: Accounts Payable
137 North Cottonwood Street, Suite 2400
Woodland, California 95695

County shall review the individual Student invoices for completeness and accuracy. If County rejects an individual Student invoice, County shall notify the Institution in writing noting any concerns that the County has with the individual Student invoice. Institution may submit a revised individual Student invoice within twenty (20) calendar days of the date of the notice of the rejection.

All costs specified on the Individual Student Occupational Skills Training Outline shall be paid to Institution within forty-five (45) days of County's approval of an individual Student invoice.

E. Individual Student invoices shall inform County of the amounts and disposition of Department of Education Grants (Pell Grants, Cal Grants, SEOG Grants, etc.) awarded to the Student(s). Institution shall also provide County with a copy of the Student Aid Report (SA) received from the Department of Education. If a Student is awarded a Department of Education grant, the amounts payable pursuant to this Agreement shall be reduced accordingly, and Institution shall reimburse County a sum equal to the amount(s) of such grant(s) within 45 days of County's request for payment. Should Institution fail to pay such sum to County within said 45 days, County may off-set that sum from any amount otherwise due from County to Institution, whether under this Agreement or otherwise.

F. If any Student withdraws or is dropped from a class for any reason, Institution shall make a refund to County in accordance with Institution's then current standard refund policy. For the purposes of this section "standard refund policy" means the refund policy used by the Institution in the course of its usual business practices with commercial clients. If Institution does not have a then current standard refund policy, Institution shall issue refunds to the County in accordance with the County's then current Workforce Innovation and Opportunity Act (WIOA) Policy Bulletin 19-1, Recovery of WIOA Tuition and Training Refunds, linked here: https://www.yoloworks.org/admin/gsipub/htmlarea/uploads/19-1_Recovery_of_WIOA_Tuition_and_Training_Refund.pdf. The County reserves the right to update this policy during the term of this Agreement. County will provide Institution with notice and copy of the revised policy within fifteen (15) business days of the change. A copy of this policy is also available upon request.

V. PROVISION OF TRAINING, EQUIPMENT AND MATERIALS

A. County may refer more than one Student to Institution during the term of this Agreement. Each Student will have his/her own Occupational Skills Training Outline, the form of which is attached to this Agreement as Exhibit A. Upon referral of a Student to Institution, the Student, Institution and County will collaborate to develop an Occupational Skills Training Outline for a Student. An Occupational Skills Training Outline will only become effective, and money payable by County to Institution for that Student, after being signed by the Student, Institution, and the County (the Student's Case Manager will sign on behalf of the County.)

B. Once an Occupational Skills Training Outline is fully executed:

1. Institution shall provide Student with the training and the assistance to successfully acquire the necessary skills and knowledge as set forth in that Occupational Skills Training Outline.
2. The funds identified in the Occupational Skills Training Outline shall become payable by County to Institution for that Student.

C. During training, Institution shall ensure that Student:

1. Is provided with orientation to Institution (conditions of training, Institution expectations, rules, written grievance procedures, etc.).

2. Is provided with reasonable and proper training and instruction.
3. Is provided with any clothing, books, equipment, equipment usage and any other training materials that are provided to non-WIOA students
4. Is provided with the same training conditions as non-WIOA students.
5. Is provided with a safe and sanitary training environment.
6. Will not be involved in political, religious, lobbying or union activities while receiving training and instruction from Institution.

D. Institution agrees to:

1. Report the Student's attendance and other such information as may be requested by County in a timely manner on forms provided or approved by County.
2. Be available to confer with County on issues of mutual concern.
3. Immediately report to County any injury a Student sustained while under the supervision of Institution. (This report is for informational purposes only; it is Institution's obligation, not the County's, to provide for appropriate medical treatment for the Student's injury.)
4. Ensure that the programs, services, and activities covered by this Agreement:
 - a. Will be operated in accordance with the California Five-Year State Plan for Vocational Education as applicable; and
 - b. Have adequate personnel and personnel standards, administrative and accounting controls, evaluation procedures, in-service training and technical assistance, and other programs and policies as may be necessary to promote the effective use of funds and provisions of services in accordance with this Agreement.

VI. MONTHLY EVALUATIONS

Institution shall submit to County no later than the 15th day of each month a report evaluating each Student's progress during and through the preceding month. This report shall be submitted on a form provided or approved by County.

VII. COMMISSION OR BROKERAGE FEES

Institution warrants that no person or selling agency has been employed or retained to solicit commission, percentage, brokerage or contingent fee, excepting bona fide employees of Institution.

VIII. AVAILABILITY OF RECORDS

County, through any authorized representative, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers and records of Institution that in the opinion of the County are related to the Institution's provision of services to the Student pursuant to this Agreement, except for pupil records. Pupil records may only be examined after receipt of written permission from the Student or as otherwise authorized by law. All such records must be kept and maintained for a period of not less than four (4) years after completion of the Agreement or until an audit is completed by the State of California or the United States Department of Labor and all questions arising therefrom are finally resolved, whichever is later. Final resolution means that all litigation related to this Agreement is completed.

IX. MONITORING

County has the right to observe and monitor all conditions and activities involved in the performance of this Agreement, and to verify cost and price information submitted with respect to this Agreement. The Institution also understands and agrees that County staff has the right to make announced monitoring visits to the Institution's facility to observe and monitor all conditions and activities involved in the performance of this Agreement.

X. NEPOTISM

No relative by blood, adoption or marriage of any executive or employee of the Institution or County will receive favorable treatment when considered for training by Institution.

XI. TERMINATION

A. Either party may terminate this Agreement for any reason or no reason upon thirty (30) days' prior written notice to the other party.

B. The County may immediately terminate this Agreement upon written notice to Institution if:

1. through any cause, Institution shall fail to fulfill in a timely and proper manner its obligations under this Agreement.
2. the Institution violates any provision of this Agreement.
3. the grant from the State of California under which this Agreement is made is terminated.
4. Institution is unable or unwilling to comply with such additional conditions as may be applied by the State of California and the United States Department of Labor to the grant under which this Agreement is made.
5. through any eligibility review or verification process required by the applicable regulations, a Student is found to be ineligible for participation for any reason.

C. The termination of this Agreement shall not relieve Institution of liability to County for any damages sustained by the County by virtue of any breach of this Agreement by Institution, and County may offset any such damages against any reimbursement or payments otherwise due to Institution pursuant to this Agreement or any other agreement(s) or obligations. County may also take any corrective action as otherwise provided by State or Federal laws and regulations.

XII. INDEPENDENT CONTRACTOR STATUS

It is specifically agreed that in the making and execution of this Agreement, Institution and any agents and employees of Institution are independent contractors and are not and shall not be construed to be agents or employees of the County and that Institution shall have no authority, expressed or implied, to act on behalf of County or to bind County to any obligation whatsoever.

XIII. ASSIGNMENT; SUBCONTRACTING

No performance of this Agreement or any portion thereof may be assigned or subcontracted by Institution, and any attempt by Institution to assign or subcontract any performance of this Agreement shall be null and void and shall constitute a breach of this Agreement.

XIV. NON-DISCRIMINATION IN SERVICES AND BENEFITS

A. As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the Institution assures that it has the ability to comply with the nondiscrimination

and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

1. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;
3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
5. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

B. The Institution also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the institutions operation of the WIOA Title I-financially assisted program or activity, and to all agreements the Institution makes to carry out the WIOA Title I-financially assisted program or activity. The institution understands that the United States has the right to seek judicial enforcement of this assurance.

C. Institution acknowledges that it has received, read and understood the County's Student Sexual Harassment Complaint Procedure and further agrees to participate in those procedures should any complaints be presented as set forth therein (Exhibit B).

XV. INDEMNIFICATION; INSURANCE

A. The Parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.

B. During the term of this Agreement, Institution shall at all times maintain, at its expense, the following coverages and requirements. The commercial general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages (as applicable). Insurance coverage shall be with limits not less than the following:
 - a. Commercial General Liability – \$1,000,000/occurrence and \$2,000,000/aggregate.
 - b. Automobile Liability – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles)

c. Professional Liability/Malpractice/Errors and Omissions – \$1,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the Institution must provide this insurance. If not, then this requirement automatically does not apply.)

d. Workers' Compensation – Statutory Limits/Employers' Liability - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

a. The Additional Insured coverage under the Institution's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

b. The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own insurance or self-insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Institution changes insurance carriers Institution shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Institution changes to a new carrier prior to receipt of any payments due.

4. The Institution shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than

A: VII, unless otherwise approved by the County Risk Manager.

8. The policies shall cover all activities of Institution, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, Institution's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Institution's liability insurance policy.

10. Institution shall waive all rights of subrogation, excluding workers compensation, against the County, its officers, employees, agents and volunteers.

C. Prior to commencing services pursuant to this Agreement, Institution shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Institution shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

D. During the term of this Agreement, Institution shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Institution shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

E. Institution shall maintain insurance as required by this Agreement to the fullest amount allowed by law. In the event Institution fails to obtain or maintain completed operations coverage as required by this Agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Institution.

F. Upon obtaining a certificate of insurance and subsequent renewals of insurance, insurance certificates shall name certificate holder to read:

Yolo County
625 Court Street, Room 103
Woodland, CA 95695

XVI. COMPLIANCE WITH APPLICABLE LAWS

A. Institution shall comply fully with all applicable federal and state laws, including but not limited to:

1. The provisions of the Workforce Innovation and Opportunity Act, and all legislation, regulations, directives, policies, procedures and amendments issued pursuant thereto.
2. All state legislation and regulation to the extent permitted by federal law and all policies, directives and/or procedures which implement the WIOA.
3. Title 2, Code of Federal Regulations Part 200 (Uniform Guidance).
4. Title 2, Code of Federal Regulations Part 2900 (Department of Labor (DOL) Exceptions).

5. The provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to DOL job training programs.
6. Institution will ensure diligence in managing programs under this Agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of the WIOA.
7. Equal Employment Opportunity provisions identified in 41 CFR Part 60.
8. Davis-Bacon Act (40 U.S.C. 3141-3144 and 40 U.S.C. 3141-3148) for prime construction contracts in excess of \$2,000.
9. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) for contracts in excess of \$100,000 that involve the employment of mechanics or laborers.
10. Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants (37 CFR Part 401) for any small business or nonprofit organization.
11. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) for any contract in excess of \$150,000.
12. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) for contractors bidding over \$100,000.
13. Section 6002 of the Solid Waste Disposal Act and 40 CFR part 247 for items in excess of \$10,000.
14. WIOA equal opportunity and nondiscrimination provisions of Section 188 and 29 CFR Part 38.

XVII. NOTICES

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Institution at their respective addresses as follows:

Institution: The Regents of the University of California, Davis on behalf of UC Davis Continuing and Professional Education
Attn: Suzette Odom
2901 K Street
Sacramento, CA 95816

County: County of Yolo, Health and Human Services Agency
Attn: Health and Human Services Agency Director
137 N. Cottonwood Street
Woodland, CA 95695

B. In lieu of written notice to the above addresses, any party may provide notices through the use of email provided the following email addresses are used:

Institution: sodom@ucdavis.edu

County: HHSAContracts@yolocounty.org

C. Any party may change the address or email address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

XVIII. SUCCESSORS

This Agreement shall inure to the benefit and bind successors of each of the parties.

XIX. FRAUD AND ABUSE

A. Institution acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Institution's actions pertaining to this contract.

B. Institution shall establish management procedures which ensure that the County is notified within twenty-four (24) hours of any suspected or proven fraud, abuse, or criminal acts involving County funds or County funded activities.

XX. NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liability to the County, Institution, or any other party pertaining to any matter resulting from this contract.

XXI. PROHIBITED ITEMS

A. Grant funds cannot be used for lobbying activities.

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

C. Although California passed Proposition 64, in accordance with Federal Law 21 USC 812, marijuana is classified as a Schedule 1 narcotic, and is therefore illegal from a federal standpoint. Therefore, in accordance with federal law, WIOA funds cannot be used to directly or indirectly support the marijuana industry including, but not limited to, training, employer outreach, hiring events, career counseling, job orders and referrals.

XXII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

XXIII. WAIVER

The waiver by the Institution, County, or any of its officers, agents or employees or the failure of the Institution, County, or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XXIV. AUDITS

Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of Institution, and its subcontractors, related to the services provided pursuant to the terms

and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. Institution hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by County and any other duly authorized local, state and/or federal agencies. Institution further agrees to allow interviews of any of its employees who might reasonably have information related to such records by County and any other duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including without limitation, the costs associated with the administration of this Agreement.

XXV. ALTERATIONS TO AGREEMENT

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understandings or agreement not incorporated herein, shall be binding on any of the parties hereto.

XXVI. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Institution affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Institution and to bind Institution to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Institution and Institution understand that the County is relying on this representation in entering into this Agreement.

XXVII. SURVIVABILITY

The terms and conditions of this Agreement shall survive to the maximum course term in any related Individual Student Occupational Skills Training Outline.

XXVIII. RULES, REGULATIONS, POLICIES AND GUIDELINES

When on Institution property, County agrees to comply with all federal, state and local laws and Institution policies, as well as guidelines from the Centers for Disease Control and Prevention, state, county and other local state public health officials and Institution health and wellness standards, which may change from time-to-time with little or no notice. County is responsible for ensuring that its directors, officers, agents, employees, and participants who will participate in the services at Institution's property, comply with all applicable requirements.

[Signatures Follow]

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IN WITNESS THEREOF, the Parties have executed this Agreement as of the day and the year last set forth below.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

COUNTY OF YOLO

By Steven Kobayashi Digitally signed by Steven Kobayashi
Date: 2022.06.15 08:25:43 -07'00'
Steven Kobayashi, Associate Director
Procurement & Contracting Services, UC
Davis

By _____
Angel Barajas, Chair
Board of Supervisors

Date: June 15, 2022

Date: _____

Nolan Sullivan Digitally signed by Nolan Sullivan
Date: 2022.06.15 11:16:33 -07'00'
Signature _____ Date _____
Nolan Sullivan, Interim Director
Health and Human Services Agency

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By _____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

By Hope P. Welton
Hope P. Welton, Senior Deputy

Institution: _____ Infor Agreement No.: _____ Infor PO No.: _____ Student Tracking No.: _____ Adult : _____ Dislocated Worker: _____ Other: _____	EXHIBIT A YOLO COUNTY HEALTH AND HUMAN SERVICES AGENCY (HHSA) WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
STUDENT OCCUPATIONAL SKILLS TRAINING OUTLINE	

This Training Outline is designed to establish a plan of action that encompasses employment, training and/or specialized service activities necessary for ensuring the Student’s entry into and/or maintenance of unsubsidized employment as provided under the related County Agreement (“related County Agreement”) referenced above.

Note: The information included in this plan represents a general plan of services and is not an entitlement to such services or a contract between the Student and HHSA.

Student Name: _____ Social Security Number – Last Four Digits: _____

Course Name: _____ Term Length: _____

Under the related County Agreement, County shall pay Institution an amount not to exceed tuition: **\$0.00**, books: **\$0.00**, and other cost(s) (specify): **\$0.00**. All costs exceeding the amounts set forth above are responsibilities of Institution and/or Student. Student may use other funding sources including grants and/or loans. All books, materials, supplies and equipment paid for by County shall become the property of the Student.

Any other provision of this Training Outline or the related County Agreement notwithstanding, the gross cost for the training program described in this Training Outline and the related County Agreement, before reduction for any Department of Education grant, shall not be in excess of the Institution’s standard tuition and fee charges for that program, unless additional services are specifically identified and determined by County to be necessary and reasonable.

Class	Hours
TOTAL HOURS	

REFUND POLICY: HHSA retains exclusive rights to all monies expended on behalf of Student for the sole purpose of providing training as identified as to ensure successful completion of a prescribed service which is intended to effectuate, on a long/short term basis, the acquisition and/or maintenance of unsubsidized employment for that Student. Subsequently, monies returned or refunded to a Student for unused services or goods, remain the property of HHSA and must thereby be surrendered to HHSA.

Student signature indicates approval of release of information by Institution as requested by HHSA.

Tuition/Books/Other Costs	<u>\$0.00</u>	Student Signature: _____	Date: _____
Less Educational Grants	<u>\$0.00</u>	Institution Signature: _____	Date: _____
Less Other	<u>\$0.00</u>	Case Manager Signature: _____	Date: _____
Tuition to be paid by HHSA	<u>\$0.00</u>	Supervisor Signature: _____	Date: _____
ESS Manager Approval (for tuition in excess of \$5,000): _____			Date: _____

* ESS Manager may approve an exception up to but not exceeding \$10,000 based on special cause.

Notes for County Internal Processing:

EXHIBIT B
Yolo County Health and Human Services Agency
Student Sexual Harassment Complaint Procedure

Background Information: This procedure is a guide for the staff of the Yolo County Health and Human Services Agency (HHS) to follow when a Student reports a sexual harassment complaint against a person at the assigned work/training site.

Sexual Harassment Definition: Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: 1) Submission to such conduct is made either explicitly or implicitly a term of or condition of an individual's employment, 2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions, affecting such individual, or 3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive environment.

Student Report: When a Student report verbally or in writing to a HHS case manager or a case manager suspects a Student has been or is being harassed, whether physical or verbal, by a person at an assigned work/training site the case manager will pull the Student from the site until a resolution is determined and notify the division supervisors and managers.

Good sound judgment should be used in each instance to ensure the safety and confidentiality of the individuals involved.

Note: If the sexual harassment allegation is made against a HHS employee, the allegation must be reported to the Employment and Social Services (ESS) Division Manager or an ESS Program Supervisor. The HHS supervisor will identify all Students reporting to the site supervisor/trainer in question and notify the appropriate case managers to remove those Students from the site until a resolution is reached. New placements with the site supervisor/trainer in question should not be considered until a resolution is reached.

Student Interview: The HHS supervisor will interview the Student no later than fourteen (14) days from the date of the complaint and discuss the nature of the allegation(s) with the Student, making sure to ask where the alleged harassment took place, the site person involved, and the type and nature of the harassment.

The HHS supervisor will interview the other Student(s) reporting to the site supervisor/trainer in question to determine if they experienced harassment, whether physical or verbal, or witnessed harassment, whether physical or verbal, of other Students or employees.

Site Interview: The HHS supervisor will contact the supervisor responsible for the site supervisor/trainer in question to discuss the allegation(s), determine if the site has a Sexual Harassment Policy, if that policy will be implemented in this instance, and request notification regarding the outcome of the site's investigation.

If the supervisor responsible for the site supervisor/trainer in question requests a meeting with the Student, then the HHS supervisor will arrange a meeting, be present during the meeting, and document the meeting and any action taken to resolve the allegation(s).

Resolution: Non-valid and valid allegation(s)

1. **Non-valid allegation(s):** If it is determined that the allegations are not valid, the HHS supervisor will notify the HHS case manager(s) that the Student(s) can return to the work/training site. If the Student that filed, the original complaint does not choose to return to the site the HHS case manager will work with the Student to develop a new work/training site.
2. **Valid allegation(s):** If it is determined that the allegations are valid the HHS supervisor must have written communication from the site stating that the issue has been resolved prior to returning any current or future Students to the work/training site and verify that the site supervisor/trainer in question will not oversee any Student(s). If the site fails to provide a written resolution, then the HHS Division Manager will provide a written notification stating that neither current Students nor future Students will be placed at the work/training site. If the Student(s) choose not to return to the site, the HHS case manager(s) will work with the Student(s) to develop a new work/training site.

EXHIBIT C
Yolo County Health and Human Services Agency
Certification Regarding Debarment, Suspension and Other Responsibility Matters

1. Institution shall comply with all applicable laws, decisions, statutes, regulations, ordinances, policies and procedures of the United States, the State of California, and local governments.
2. Institution must have a Dun and Bradstreet Numbering System (DUNS) number (www.dnb.com) and must maintain active and current profiles in the System for Award Management (SAM) (www.sam.gov).
3. By signing this Agreement, Institution agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to, 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
4. By signing this Agreement, Institution certifies 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 (3) year period preceding Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 herein;
 - d. Have not within a three (3) year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
 - e. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State; and
 - f. Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - g. If Institution is unable to certify to any of the statements in this certification, Institution shall submit an explanation to County and County shall have the option of terminating this Agreement immediately or at any time thereafter, upon giving Institution written notice of such termination, if the explanation is not found satisfactory by the County in its sole discretion.
 - h. The terms and definitions in this Agreement have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
 - i. If Institution knowingly violates this certification, in addition to other remedies available to the Federal Government, the County may terminate this Agreement at any time upon giving Institution written notice of such termination.

CERTIFICATION

I am aware of the requirements and certify Institution is in compliance with the above Sections 1, 2, 3, and 4 of EXHIBIT C.

INSTITUTION

By: Steven Kobayashi Digitally signed by Steven Kobayashi
Date: 2022.06.15 08:26:06 -07'00'

Steven Kobayashi, Associate Director

June 15, 2022
Date