

Exhibit "B"

Assurances, Policies, and Regulations for On-the-Job Training (OJT) Program

As a condition of the On-The-Job Training Agreement, EMPLOYER agrees to:

1. **ASSURANCES, POLICIES, AND REGULATIONS:** Comply with the requirements of the Workforce Innovation and Opportunity Act (WIOA) of 2014, and with the regulations and policies promulgated thereunder; and if the regulations promulgated pursuant to WIOA are amended or revised, it shall comply with them or notify COUNTY within 30 days after promulgation of the amendments or revision that it cannot so conform.
2. **COMMITMENT TO HIRE, TRAIN, and RETAIN:** The TRAINEE will be hired by EMPLOYER and will be provided with all necessary instruction, equipment, and materials. EMPLOYER agrees to provide On-The-Job Training (OJT) in accordance with the Training Activities/Skill Requirements included in the Agreement. EMPLOYER agrees that upon successful completion of the Training Plan, the TRAINEE will continue to be employed as a regular employee, rather than as a part-time, temporary, or seasonal member of EMPLOYER'S workforce. Individuals receiving On-The-Job training shall be compensated by EMPLOYER at the same rates, including periodic increases, as similarly situated employees as may be deemed reasonable under regulations prescribed by the Secretary of Labor, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law. EMPLOYER ensures that conditions of employment or training are appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to the TRAINEE'S economic self-sufficiency. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals unless such promotions are normally filled through an open process in which any candidate is provided an opportunity to compete for the job.
3. **TRAINEE WAGES & TIMESHEETS:** Wages are to be paid through EMPLOYER'S normal and customary pay to include all required payroll deductions and appropriate tax and withholding payments to Federal and State authorities as required by law and should show total hours the TRAINEE has worked (not including paid or unpaid time off). The TRAINEE shall be paid at a wage rate no lower than the Federal or State minimum wage standards or prevailing wage for the work, whichever is higher, in compliance the Davis-Bacon Act.
4. **PAYMENTS:** EMPLOYER agrees to be reimbursed for the training costs of hours completed, not to exceed the amount specified in the OJT Agreement. Payments shall be based only upon hours actually worked by the TRAINEE and will NOT cover commissions, shift-differential, overtime, holiday pay, vacation, sick leave, or other business closure hours. Payment will be made following EMPLOYER'S submittal of signed timecards/sheets (signed by both the TRAINEE and EMPLOYER) and payroll summaries for each pay period. EMPLOYER must submit the required documents within five (5) calendar days of trainee completing contracted hours. Failure to comply with this five (5) day calendar requirement will result in termination/cancellation of Agreement and no reimbursement to EMPLOYER. Any payment found to violate the terms of this Agreement must be returned by EMPLOYER to the COUNTY.
5. **ATTENDANCE & PAYROLL RECORDS:** EMPLOYER shall maintain, for the TRAINEE, accurate daily Time and Attendance records showing hours worked, and payroll records showing all deductions taken and wages paid. EMPLOYER agrees to retain these records for three (3) years after the completion of this Agreement.
6. **PROVISION OF FUNDING:** If funds expected to be received by the COUNTY are suspended or terminated in whole or in part, funds for this Agreement shall cease.
7. **MONITORING & AUDIT:** EMPLOYER agrees that the COUNTY and authorized local, State or Federal representatives have the right to monitor, audit and review the progress of training and any documents and records pertaining to the TRAINEE'S training for compliance with the terms of this Agreement. This shall include periodic monitoring to ensure the propriety of reimbursements and that training is being provided as specified. EMPLOYER will maintain all records including payment records, timesheets, payroll summaries, and records of training provided under this contract for a period of three (3) years after the training specified in this contract has been completed, and make these records available as necessary to staff from Kern County's Employers' Training Resource, the State and the U.S. Department of Labor.
8. **CUSTOMARY PRACTICES APPLY:** EMPLOYER will ensure that the TRAINEE is made aware of all the customary practices of EMPLOYER and normal requirements of the job including personnel practices and policies.
9. **INSURANCE REQUIREMENTS:** EMPLOYER agrees to indemnify, defend and hold harmless COUNTY and COUNTY'S agents, board members, elected and appointed officials and officers, employees, volunteers, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgements, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by COUNTY, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of EMPLOYER or EMPLOYER'S officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of COUNTY; and any Workers' Compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of EMPLOYER by any person or entity.

EMPLOYER shall maintain in full force and effective, at all times during the term of this Agreement, the following insurance:

- (1) Workers' Compensation and Employer's Insurance Requirement; and
- (2) In the event EMPLOYER has employees who may perform any services pursuant to this Agreement, EMPLOYER shall submit written proof that EMPLOYER is insured against liability for Workers' Compensation in accordance with the provisions of Section 3700 of the California Labor Code; and
- (3) EMPLOYER shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.
 - (a) Commercial General Liability Insurance, including but not limited to Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement), Products Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of EMPLOYER'S performance of work under this Agreement. Said insurance coverage shall have minimum limits for Bodily Injury and Property Damage liability of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.
 - (b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering all owned, leased, hired and non-owned vehicles used in performance of services pursuant to this Agreement with minimum limits for Bodily Injury and Property Damage liability of one million dollars (\$1,000,000) each occurrence. Such insurance shall be provided by a business or commercial vehicle policy.
 - (c) Cancellation of Insurance - The above stated insurance coverages required to be maintained by EMPLOYER shall be maintained until the completion of all EMPLOYER'S obligations under this Agreement, and shall not be reduced, modified, or canceled

without thirty (30) days prior written notice to COUNTY. Also, phrases such as "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" shall not be included in the cancellation wording of all Certificates of Insurance. EMPLOYER shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

- (d) All insurance shall be issued by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum "A:VII" rating, or in special circumstances, be pre-approved by the COUNTY.
 - (e) If EMPLOYER is, or becomes during the term of this Agreement, self-insured or member of a self-insurance pool, EMPLOYER shall provide coverage equivalent to the insurance coverages and endorsements required above. The COUNTY will not accept such coverage unless the COUNTY determines in its sole discretion and by written acceptance, that the coverage proposed to be provided by EMPLOYER is equivalent to the above-required coverages.
 - (f) All insurance afforded by EMPLOYER pursuant to this Agreement shall be primary to and not contributing to any other insurance maintained by COUNTY.
 - (g) Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve EMPLOYER for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the COUNTY from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- (5) If any of the insurance coverages required under this Agreement is written on a claims-made basis, the insurance policy shall provide an extended reporting period of not less than four (4) years following the termination of this Agreement or completion of EMPLOYER'S work specified in this Agreement, whichever is later.
 - (6) Prior to EMPLOYER commencing any of its obligations under this Agreement, evidence of insurance in compliance with the requirements above shall be furnished to the COUNTY by Certificate of Insurance. Receipt of evidence of insurance that does not comply with above requirements shall not constitute a waiver of the insurance requirements set forth above.
10. **WORKERS' COMPENSATION:** EMPLOYER will provide the TRAINEE with all benefits provided to other entry level employees. Workers' Compensation or comparable liability insurance coverage for work related injury or illness is required. And, if the TRAINEE will operate a motor vehicle as part of his/her job responsibilities, shall also provide comprehensive automobile liability insurance. EMPLOYER shall provide evidence of this insurance coverage to the COUNTY upon request and before the contract start date.
 11. **MAINTENANCE OF EFFORT & LAYOFFS:** EMPLOYER guarantees that no currently employed worker shall be displaced by the TRAINEE (to include, but not limited to), reduction in the hours of non-overtime work wages or employment benefits or fill a position of layoff(s), firing for the purpose of hiring the TRAINEE, and under this Agreement, the TRAINEE shall not infringe on the promotional opportunities of other current employees which is prohibited (WIA 667.270(a)), with the intention of filling the vacancy so created by hiring the TRAINEE whose wages are subsidized with WIOA funds.
 12. **DISMISSAL POLICY:** Except for serious violations of EMPLOYER policies, EMPLOYER will not dismiss the TRAINEE without contacting the COUNTY and allowing for counseling and corrective action to occur. In the event of dismissal for serious violations of EMPLOYER policies, EMPLOYER must notify the COUNTY on the first working day after dismissal.
 13. **EEO/AFFIRMATIVE ACTION/NON-DISCRIMINATION:** During the performance of this Agreement, EMPLOYER shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employability because of sex, race, color, ancestry, religious creed, national origin, physical disability, medical condition (including cancer), age (over 40), marital status, gender identification, gender expression, sex stereotyping, and use of family care leave. EMPLOYER shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.) and the applicable regulation promulgated thereunder (California Code of Regulations, Title 2, Section 7285. o. et. seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement, and EMPLOYER shall give written notice of its obligations under this clause to labor organizations with which it has collective bargaining or other agreements. No person shall be denied employment, excluded from benefits, or suffer discrimination under this Agreement because of race, color, religion, sex, national origin, age, handicap, political affiliation, gender identification, gender expression, sex stereotyping, or solely because of his/her status as a TRAINEE under this Agreement. As a condition to the award of Federal financial assistance under WIOA, EMPLOYER assures, with respect to operation of the WIOA-funded program or activity and all agreements or arrangements to carry out the WIOA-funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of the WIOA, as amended, including the Nontraditional Employment for Women Act of 1991; 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; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 34. The Federal government has the right to seek judicial enforcement of this assurance. With respect to terms and conditions affecting, or rights provided to, individuals who are TRAINEES in activities supported by funds provided under the WIOA, such individuals shall not be discriminated against solely because of their status as such TRAINEES.
 14. **AMERICANS WITH DISABILITIES ACT:** EMPLOYER will comply with the Americans with Disabilities Act, Title V of the Civil Rights Act of 1964.
 15. **SECTARIAN ACTIVITY:** WIOA prohibits sectarian activities. EMPLOYER ensures that TRAINEE is not employed on the construction, operation, or maintenance of such facilities as is used or to be used for sectarian instruction or as a place for religious worship.
 16. **COMPLAINTS & GRIEVANCES:** EMPLOYER shall comply with the COUNTY'S WIOA Program complaint and grievance policies and procedures. All complaints/grievances will first be addressed informally between the TRAINEE, EMPLOYER, and the COUNTY. If resolution does not occur to the satisfaction of any party, the parties agree to participate in and be bound by determinations resulting from the formal complaint and grievance procedures of the Kern County WIOA Program.
 17. **DELEGATION/SUBCONTRACTING:** EMPLOYER shall not subcontract or assign training duties, of the TRAINEE, to any other employer(s) or training agencies under this Agreement. Services and activities provided under this contract will be administered by or under the supervision of EMPLOYER.
 18. **SAFETY:** Throughout the duration of the training, EMPLOYER shall ensure that training will be in accordance with Federal and State laws and regulations governing safety and health standards applicable to the worksite. The TRAINEE shall not be required or permitted to work, be trained, or receive services in buildings, surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health or safety. Appropriate standards for health and safety in work and training situations will be maintained.
 19. **FEDERAL, STATE AND LOCAL LAWS:** EMPLOYER agrees to comply with all applicable Federal, State and local laws including but not limited to requirements:
 - (1) Governing business licensing, taxation, and insurance; and
 - (2) That no funds received under this Agreement may be used to assist, promote, or deter union organizing; and
 - (3) That no funds received under this Agreement may be used to promote and/or involve political activities; and
 - (4) EMPLOYER will comply with the provisions of the Hatch Act, if applicable, which limits the political activities of employees; and

- (5) That no TRAINEE may be hired under this Agreement, if such employment violates a Federal or State Law regarding nepotism and of WIOA, as amended, and their implementing regulations (Copies of this Act and its regulations, including technical assistance in their application, are available from the COUNTY upon request).
- (6) Although California passed Proposition 64, in accordance with federal law (21U.S.C. 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, but not limited to, use, possession, growth or distribution of marijuana. This applies to programs and services including, but not limited to training, employer outreach, hiring events, career counseling, job orders and referrals.
20. **HOLD HARMLESS:** Each party shall take the responsibility for the actions of its own employee or agents when negligence occurs in the performance of this Agreement.
21. **DEBARMENT & SUSPENSION:** EMPLOYER agrees to meet Federal and State requirements regarding debarment and suspension.
22. **LABOR ORGANIZATION** representing a substantial number of employees who are engaged in similar work or training in the same area as the proposed to be funded under WIOA, an opportunity shall be provided for such organization to submit comments with respect to such proposal.
23. **SIGNATURES ON AGREEMENT:** In signing Agreement, EMPLOYER swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against EMPLOYER within the immediately preceding two-year period because of EMPLOYER'S failure to comply with a federal court which orders EMPLOYER to comply with an order to the National Labor Relations Board (Public Contract Section 10296). This Agreement is not valid and binding and has no force of effect unless and until approved by or on behalf of the Director of COUNTY'S Employers' Training Resource Department.
24. **MODIFICATIONS:** If the Training Activities/Skill Requirements, total training hours, hourly wage rate, term of the Agreement, or work location changes, the OJT Agreement must be promptly modified/amended by a written agreement duly executed by EMPLOYER and COUNTY.
25. **DISPUTES BETWEEN COUNTY AND EMPLOYER:** In the event of a dispute between COUNTY and EMPLOYER over any part of this Agreement, the dispute may be submitted to non-binding arbitration upon the consent of both COUNTY and EMPLOYER. An election for arbitration pursuant to this provision shall not preclude either party from pursuing any remedy for relief otherwise available.
26. **CONTRACT ENGAGEMENT:** EMPLOYER'S workforce shall not have more than twenty-five percent (25%) of its workforce on an OJT at any given time.
27. **TERMINATION FOR NON-PERFORMANCE:** Failure to comply with any of these terms and conditions of this Agreement shall constitute grounds for termination of Agreement. This Agreement may be terminated for non-performance by either EMPLOYER or the COUNTY, following a written notice to the other party. Such notice may be posted by certified mail, or email and must specify and document the reason for termination.
28. **TERMINATION FOR CONVENIENCE:** EMPLOYER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by EMPLOYER, and COUNTY may withhold any payments to EMPLOYER for the purpose of setoff until such time as the exact amount of repayment due COUNTY from EMPLOYER is determined. Notwithstanding, in the event of a termination of this Agreement for any reason, COUNTY shall have no further obligation to pay for any services rendered or expenses incurred by EMPLOYER after the effective date of the termination and EMPLOYER shall repay to COUNTY within thirty (30) days of the notification of termination, all payments made by COUNTY to EMPLOYER which were unearned.
29. **NOTICES:** Any and all notices relating to this Agreement shall be sufficient if personally served upon the Director of COUNTY'S Employers' Training Resource Department or the Authorized Signee of EMPLOYER or if sent via U.S. Postal Service, postage prepaid, addressed as follows:

Employers' Training Resource
1600 E. Belle Terrace
Bakersfield, CA 93307

5/18/17