



## WIA TITLE I YEAR-ROUND YOUTH PROGRAM PROGRAM YEARS 2004/2005

**Contractor:**

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**Agreement Amount:**

\$

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**WIA Agreement Type:**

Cost Reimbursement

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**WIA Agreement Number:**

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## **RECITALS**

This Agreement is made and entered into by and between the County of Riverside, hereinafter referred to as the “County,” and the Agency Name, hereinafter referred to as the “Contractor.”

**WITNESSETH**

**WHEREAS**, the County has entered into a Grant Agreement with the State of California, hereinafter referred to as the "Grantor," pursuant to the Workforce Investment Act of 1998 (WIA), which replaced the Job Training Partnership Act (JTPA); and

**WHEREAS**, the Economic Development Agency (EDA) and the Workforce Development Board (WDB) cooperate with private organizations, other agencies of the County, Community-Based Organizations (CBO's) and agencies of other governmental jurisdictions in carrying out certain functions and programs which are its responsibility; and

**WHEREAS**, the project, which is the subject of this Agreement, has been established by the County as one of the above-described programs and has been approved by the County Board of Supervisors, the Economic Development Agency and the Workforce Development Board, and

**WHEREAS**, on the 1st day of July 2004, County and Contractor entered into an agreement pursuant to which the Contractor agreed to provide youth services to WIA Title I Youth Program participants; and

**NOW, THEREFORE**, the County and the Contractor, agree as follows:

## **Article I. DEFINITIONS**

<b>Adult Mentoring</b>	Youth advocacy, instruction and constructive critiquing of youth's academic performance and social behavior provided by a caring adult to challenge youth to attain short-term goals that will ultimately lead to becoming self-sufficient and successful adults.
<b>Apprenticeship</b>	A qualified apprenticeship is a program approved and recorded by the ETA/Bureau of Apprenticeship and Training (BAT) or by a recognized State Apprenticeship Agency.
<b>Assessment</b>	An independent and comprehensive evaluation of an individual to identify skills, abilities, aptitudes and interest, used to design an Individual Service Strategy (ISS).
<b>Basic Skills Deficient</b>	An individual who has English reading, writing, or computing skills at or below the 8 <sup>th</sup> grade level on a generally accepted standardized test or a comparable score on a criterion-referenced test.
<b>Basic Skills Training</b>	Remedial training in reading comprehension, math computation, writing, speaking English at a level to function on the job, in the individual's family, or in society, listening, problem solving, reasoning and the capacity to use these skills. Remedial training should measurably increase the individual's level above the 8 <sup>th</sup> grade.
<b>Career Planning</b>	Exposure of individuals to various career options, through guest speakers, job shadowing, and learning to use Labor Market Information (LMI), etc.
<b>Classroom Training</b>	Training conducted in a classroom setting designed to train participants in specific skills and/or vocation.
<b>Case Management</b>	The provision of a client-centered approach in service delivery <ul style="list-style-type: none"><li>• to prepare and coordinate comprehensive service strategies for participants to ensure access to necessary workforce investment activities and supportive services, using, where feasible, computer-based technologies and</li><li>• to provide job and career counseling during program participation and after job placement.</li></ul>
<b>Co-enrollment</b>	Participants, 18-21, who simultaneously receive services in both the Youth and the Adult WIA program.
<b>Collaborative</b>	A mutual and well-defined relationship entered into by the Lead Agency and its partners, to achieve common youth service goals. The relationship includes a commitment for mutual relationships and goals; jointly developed structure and shared responsibility; mutual authority and accountability for success; sharing of resources – either financial or non-financial; and, leveraging of funds.
<b>Core Services</b>	Include: recruitment and outreach, comprehensive assessment of academic and occupational skill levels and service needs, development of an Individual Service Strategy (ISS), and intensive case management service.
<b>Credential Attainment</b>	Attainment of a nationally recognized degree or certificate or state/locally recognized credential. Credentials include, but are not limited to, a high school diploma, GED or other recognized equivalent, post-secondary degree/certificate, recognized skill standards, and licensure or industry-recognized certificates.
<b>Department of Labor (DOL)</b>	Means the U.S. Department of Labor, including its agencies and organizational units.
<b>Designated Region</b>	Means a combination of local areas that are partly or completely in a single labor market area, economic development region, or other appropriate contiguous sub-area of a State, that is designated by the State under WIA.

<b>Foster Youth</b>	A youth aged 14 through 19 years, who is receiving child welfare services through the Department of Public Social Services.
<b>Guidance and Counseling</b>	A service provided to develop positive attitudes towards learning and social behavior, self-esteem building, decision making leading towards the future and responsible citizenship – all leading towards future careers/employment.
<b>Indirect Cost Rate</b>	The rate a contractor may charge the contract for indirect costs that is approved by a cognizant federal agency.
<b>Individual Service Strategy (ISS)</b>	A standard tool used to reflect comprehensive youth service needs, program goals and strategy and timelines for achieving these goals throughout and following the program.
<b>Intermediary</b>	An entity or organization which brokers and supports relationships between schools and employers to provide students with real work experience. These agencies may recruit employers for schools, match youth with work-based learning opportunities, provide technical assistance to teachers, employers, parents or other stakeholders and help students connect what they are learning on the job with classroom activities. Intermediary organizations may include, but are not limited to non-profit organizations, chambers of commerce, workforce development or employment entities, or schools.
<b>Leadership Development Opportunities</b>	Activities that foster positive social behavior, decision making, teamwork and other activities, including: <ul style="list-style-type: none"> <li>a) exposure to post-secondary educational opportunities</li> <li>b) community and service learning projects</li> <li>c) peer-centered activities, including peer mentoring and tutoring</li> <li>d) organizational and teamwork training, including team leadership training</li> <li>e) training in decision-making, including setting priorities</li> <li>f) citizenship training, including skills training such as parenting, work behavior training and budgeting of resources.</li> </ul>
<b>Literacy</b>	The ability to read, write, and speak in English, compute and solve problems, at the levels of proficiency necessary to function on the job, in the family of the individual and in society.
<b>Low Income Individual</b>	An individual who: <ul style="list-style-type: none"> <li>a) receives, or is a member of a family that receives, cash payments under a federal, state, or local income-based public assistance program</li> <li>b) received an income, in relation to family size, that does not exceed the higher of (1) the poverty line, for an equivalent period; or (2) 70 percent of the lower living standard income level, for an equivalent period;</li> <li>c) is a member of a household that receives (or has been determined within the 6-month period prior to application for the program involved to be eligible to receive) food stamps pursuant to the Food Stamp Act of 1977 (7 U.S.C. 2011 et seq.);</li> <li>d) qualified as a homeless individual;</li> <li>e) is a foster child;</li> <li>f) is an individual with a disability whose own income meets the requirements of a program described in a) or b) but who is a member of a family whose income does not meet such requirements.</li> </ul>
<b>Memorandum of Collaborative</b>	An agreement developed and executed between the Contractor and collaborative partners in relation to the operational management of a WIA Youth Program Collaborative.

<b>Occupational Skills Goal</b>	Primary occupational skills encompass the proficiency to perform actual tasks and technical functions required by a certain occupational field at entry, intermediate or advanced level.
<b>Occupational Skills Training</b>	Training that includes apprenticeship programs and/or training opportunities in local growth industries.
<b>Offender</b>	Any juvenile: a) who is or has been subject to any stage of the criminal justice process, for whom services under this Act may be beneficial; or b) who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.
<b>Outcome</b>	Documented effect or impact of a service or intervention upon a youth.
<b>Out-of-School Youth</b>	Out-of-school youth means: a) an eligible youth who is a school dropout; or b) an eligible youth that has received a secondary school diploma or its equivalent but is basic skills deficient, unemployed, or underemployed.
<b>Participant</b>	An individual who has been determined to be eligible to participate in and who is receiving services (except follow-up services) under a program authorized by this title. Participation commences on the first day, following determination of eligibility, on which the individual begins receiving training or other services provided under WIA Title I.
<b>Partnership</b>	See "Collaborative"
<b>Performance Measures</b>	Indicators that measure program outcomes and performance imposed by the Department of Labor and State of California on EDA and its WIA contractors.
<b>Pre-employment/ Work Maturity Skills</b>	The skills that assist a youth to find and keep employment, such as, resume writing, completing job applications, interviewing techniques, how to dress for a job, punctuality and attendance, attitudes/behavior, task completion, etc.
<b>Program Activities</b>	Direct or indirect services provided by a Contractor, collaborative or outside agency, designed to achieve youth program outcomes. Examples are adult mentoring, client management, computer literacy training, work experience, etc.
<b>Program Exit</b>	The term "exit" is being used to determine when to count an individual in a specified reporting period. Each individual becomes part of an exit cohort, a group who are determined to be "exiters" within a particular quarter and are looked at together for performance measurement purposes. There are two ways to determine <u>exit</u> during a quarter: a) a participant who has a date of case closure, completion or known exit from WIA or non-WIA funded partner service within the quarter, or b) a participant who does not receive any WIA-funded or non-WIA funded partner service for 90 days and is not scheduled for future services except follow-up services.
<b>School Dropout</b>	A school dropout is defined as an individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent.

<b>School-to-Career</b>	A method of teaching to prepare students for college and the job market, by academic studies integration with real-world applications and work-based learning experiences. Work-based learning may include job shadowing, internships or participation in school-based business enterprises.
<b>Sub-contract</b>	A legal agreement whereby an organization agrees to provide services, activities or materials necessary to fulfill the agreement.
<b>Supportive Services</b>	Supportive services for youth may include the following: a) linkages to community services; b) assistance with transportation costs; c) assistance with child care and dependent care costs; d) assistance with housing costs; e) referrals to medical services; and f) assistance with uniforms or other appropriate work attire and work-related tool costs, including such items as eyeglasses and protective eye gear. [ (WIA sec. 129©(2)(G) ]
<b>The Secretary's Commission on Achieving Necessary Skills (SCANS)</b>	The Secretary's Commission on Achieving Necessary Skills (SCANS), incorporates competencies, foundation skills and personal qualities that are needed for solid job performance. For more information, visit: <a href="http://WWW.SCANS.JHU.EDU">WWW.SCANS.JHU.EDU</a> .
<b>Unemployed</b>	Means an individual who is without a job AND who wants AND is available for work.
<b>WIA Local Area</b>	Local workforce investment areas within the state that take into consideration: a) geographic areas served by local educational agencies, intermediate educational agencies, post-secondary educational institutions and vocational education schools; b) extent to which such local areas are consistent with labor market areas; c) distance that individuals will need to travel to receive services; d) resources of such local areas that are available to effectively administer the activities carried out under WIA.
<b>WIA Youth Eligibility Requirements</b>	A Riverside County resident who is a) not less than age 14 and not more than age 21; b) who is a low-income individual; c) who is one or more of the following: (i) deficient in basic literacy skills (ii) a school dropout (iii) homeless, a runaway, or a foster child (iv) pregnant or a parent (v) an offender (vi) an individual who requires additional assistance to complete an educational program, or to secure and hold employment.
<b>Work Experience</b>	Planned, structured learning experiences that takes place in a workplace for a limited period of time and may be paid or unpaid, in the private, for-profit sector; the non-profit sector; or the public sector. Work experiences are designed to enable youth to gain exposure to the working world and its requirements.
<b>Work Readiness Skills Goal</b>	Includes world of work awareness, labor market knowledge, occupational information, values clarification and personal understanding, career planning and decision making, and job search techniques. They also encompass survival/daily living skills such as using the telephone, telling time, shopping, renting an apartment, opening a bank account and using public transportation, et al.
<b>Youth Opportunity Center</b>	A safe, comfortable youth-friendly environment where youth can access a variety of services to meet their needs. The facility must be accessible by public transportation and must be Americans with Disabilities Act compliant.

## **Article II. TERMS AND CONDITIONS**

### ***Section 2.01 Parties to the Agreement and Their Representatives***

The parties to this Agreement are the County of Riverside (County), through the Economic Development Agency (EDA) and the Workforce Development Board, and the, (Contractor). The Contractor, if a corporation, certifies it is registered with the Secretary of State of the State of California.

### ***Section 2.02 Service of Notices***

Formal notices, correspondence and communications to be given hereunder by either party shall be made in writing and shall be deemed communicated as of the date of postmark. The representatives of the respective parties are authorized to administer this Agreement and are the persons to whom formal notices, correspondence and communications shall be given.

#### **If to County:**

Economic Development Agency (EDA)  
1151 Spruce Street  
Riverside, California 92507  
Attention: Jerry Craig,  
Workforce Development Administrator  
(909) 955-3100  
(909) 955-3131 Fax

#### **If to Contractor:**

Agency Name  
Street Number  
City, CA Zip  
Name of Contact, Title  
Phone number  
Fax

If the name of the person designated to receive the notices, correspondence or communications, or the address of such person is changed, written notice shall be given within five working days of said change.

### ***Section 2.03 Conditions Precedent to the Execution of the Agreement***

- (a) Prior to the execution of this Agreement, the Contractor shall have on file with County completed and certified attachments required in the Request for Proposal (RFP), which are incorporated herein by this reference. The Contractor must notify the County in writing of any changes or revisions to the required documentation. The Contractor understands that this Agreement cannot be executed until the County has approved all documentation.
- (b) Contractor shall submit to the EDA Planning and Development Unit a Cost Allocation Plan. This plan is defined as a method to ensure each funding source is fairly charged, the process of distributing costs that benefit more than one final cost object, and that costs are equitably distributed to all benefiting activities. Contractor understands that this document must be submitted and approved prior to Agreement execution. See **EXHIBIT 3** for Cost Allocation Plan Format.
- (c) Contractor and County have determined that due to the development nature of the Workforce Investment Act program, there may be changes in structure or program design required upon review. Therefore, Contractor and County agree that they will use their best efforts to refine program elements to accommodate any change of policy as mandated by the state. *Any such changes are subject to Section 10.01 of this Agreement.*
- (d) The Contractor (if not a public entity), by signing this Agreement, does hereby specifically warrant and represent, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period

because of Contractor failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board (NLRB).

- (e) By signing this Agreement, the Contractor does hereby specifically warrant and represent, that it has not failed to satisfy any major condition in a current or previous contract or grant with the Department of Labor (DOL) or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
- (f) In accordance with the Child Support Compliance Act, the Contractor recognizes and acknowledges:
  - 1) The importance of child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
  - 2) That to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).

#### *Section 2.04 Quality Assurance Certification*

The Workforce Development Board and Council for Youth Development established a Quality Assurance System to ensure the WIA Youth System delivers the highest quality of services to all customers. Thus, the WDB and CYD has established a quality assurance system utilizing continuous quality improvement principles and certification. Seven quality standards and indicators have been established. These standards form the backbone for a quality-based certification system. The system is based on an evaluation process in which partnerships are certified as meeting or exceeding the established quality standards. Partnerships who meet or exceed the quality standards will receive certification and be awarded the Council for Youth Development Quality Award for Excellence.

Should Contractor fail to be certified, Contractor will be de-funded and a new Contractor from an established list of qualified organizations will take over the operation of the Youth Opportunity Center.

If Contractor is funded through a previous RFP and awarded funding under the 2004/2007 Youth RFP must be certified by December 31, 2004. All new Contractors receiving funds under the 2004/2007 Youth RFP to assume the operation of a Youth Opportunity Center they aren't currently operating will have one year from the date of contract execution to receive certification. Certifications will be good for two years from the date the Contractor is certified.

**A separate application and evaluation process for certification has been established. To obtain more information about the Quality Assurance System and Certification go to [http://www.rivcojobs.com/youth\\_quality\\_assurance.asp](http://www.rivcojobs.com/youth_quality_assurance.asp)**

### **Article III. SCOPE OF WORK (SOW)**

The Contractor shall operate the County of Riverside WIA Title I Youth Program as approved by Riverside County EDA, the Workforce Development Board (WDB) and the Board of Supervisors. The Contractor shall provide youth program services July 1, 2004, through June 30, 2005, as described in the RFP, and the Contractor's submitted proposal.

#### ***Section 3.01 Description of Services to be Provided***

Contractor's commitment and County's concurrence of how the elements relating to the provision of WIA Title I Youth Program services are to be implemented and administered is included as part of this Agreement as **EXHIBIT 1**.

### **Section 3.02 Contractor's Performance Standards**

The Contractor is responsible for meeting the performance goals of this Agreement. Youth performance indicators are the key measures of program success and are designed to include the year-round youth program and summer employment opportunities into the same performance measures. WIA emphasizes longer-term intervention, continuous learning, and support leading to higher rates of high school graduation and retention in employment or higher education (vocational, military service, or college). A minimum of Thirty percent of youth funds must be spent on out-of-school youth. The Contractor shall enroll a minimum of 40% Out-of-School Youth (OSY). To insure this requirement, should the Contractor's OSY enrollments fall below 30%, a temporary hold on In-School Youth (ISY) enrollments will be enforced until the 40% OSY requirement is met. The Contractor's monthly enrollment plan and performance goals are attached as **Exhibit 4**.

A youth must be included in the measurement that applies to his/her age group, at the time of program registration. If a participant is served by more than one funding stream (such as being enrolled in both the youth and the adult program), he/she will be counted in more than one set of performance measures. This would apply to an older youth that received program services from both funding sources.

The Contractor will plan youth services and exit strategy to provide the most appropriate services to youth and to maximize their program experience. Performance is measured and calculated at the time a youth exits from the WIA program, except for the younger youth skill attainment rate and employer customer satisfaction measures.

## **Article IV. COMPENSATION**

### **Section 4.01 Contractor's Compensation**

(a) The County shall pay the Contractor an amount not to exceed \$XXXXXX, for complete and satisfactory performance of the terms of this Agreement for the period of July 1, 2004, through June 30, 2005, and subject to the provisions outlined in this Agreement and all Exhibits. In no event shall the total compensation for the periods specified herein exceed the compensation set forth above, except by an amendment to this Agreement. County has agreed to reimburse Contractor for all costs associated with direct support of this Agreement, based on the cost reimbursement budget submitted by Contractor and attached to this Agreement as **EXHIBIT 2** If there are any unexpended (undocumented) funds, these amounts will revert to the County in accordance with regulatory close out procedures. The Contractor may exceed any line item up to 20% as long as the adjustment does not result in the Contractor exceeding the total contract amount. The Contractor must make a request, either in writing, email, or fax that indicates the amount of the adjustment, and to what line item the amount should be allocated.

(b) Invoicing and Documentation

The Contractor shall invoice the County on or before the tenth working day of each month, for all contract costs incurred during the previous month. Contractor shall attach required documentation, as stipulated in Riverside County Economic Development Agency Field Memorandum July 1, 2001 **Number: F01-01** or any successor memoranda which may replace or modify said document. Contractor shall maintain all documentation for claimed expenditures and shall make such documentation available to any monitoring entities. Contractor understands that this requirement is a condition for reimbursement. Payment shall be made within 45 days from the receipt of a completed invoice, and any documentation, either as outlined in the Field Memorandum referenced above, or as requested by the County.

(c) Program Income and Interest Income

The Contractor shall use the addition method described at 29 CFR 95.24 or 29 CFR 97.25(g)(2) (as appropriate) to track all program or interest income generated under this Agreement. The cost of generating program income will be subtracted from the amount earned to establish the net amount of program income available for use under this Agreement.

(d) Notice of Questioned and Disallowed Costs

When a Monitoring or Financial Audit determines that the Contractor has received/earned funds which are questioned under the criteria set forth in the Agreement, the Contractor shall be notified and given 30 days to justify the questioned costs prior to the County's final determination of disallowed costs. The resolution shall be executed in accordance with Riverside County Economic Development Agency Field Memorandum Number: 10-04 on Audit Resolution.

## **Article V. REPORTS, FILE RECORDS AND MONITORING**

### ***Section 5.01 Reporting Requirements***

- (a) General and Fiscal Reporting – The Contractor will comply with controls, record keeping and accounting procedure requirements of WIA, federal and state regulations and directives to ensure the proper disbursement of, and accounting for, program funds paid under this Agreement. At such times and in such form as the County may require, there shall be statements, records, reports, data and information pertaining to this Agreement submitted to County. Reports submitted by Contractor shall be in accordance with any regulatory reporting requirements. The Contractor shall notify the County in writing of any actions to dissolve or transfer any funds provided under this Agreement.
- (b) Final Financial Report - Within 45 calendar days following the termination of this Agreement, the Contractor shall report and submit to the County (on forms provided by the County) all final claims for funds under this Agreement. In the event the Contractor does not submit a final claim within the prescribed time limits, the County reserves the right to unilaterally prepare and finalize the financial report, using the latest paid invoices and MIS documents on file at the County. The Contractor shall return all unearned and excess payments paid to the Contractor to the County within 30 calendar days following the receipt of the formal written request.

### ***Section 5.02 Maintenance of Records and Participant Files***

- (a) General eligibility documentation and Participant Records (WIA forms) in their original form shall be provided to the County in accordance with County MIS Policy.
- (b) Contractor files for each participant with respect to all matters covered by this Agreement shall be maintained for a period of at least three years after termination of this Agreement and until any other Pending Matters are completed.
- (c) The County and/or the U.S. Department of Labor, or their designee will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this Agreement.

### ***Section 5.03 Confidential Information***

The Family Educational Rights and Privacy Act of 1974 and related state law and regulations require the proper disclosure of individually identifiable records. All state and county information is confidential when it identifies an individual or an employing unit. Confidential information requires special precautions such as, but not limited to, locked files, computer passwords, and assigned staff access, to protect it from loss, unauthorized use, access, disclosure, modification and destruction.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees or collaborative partners, only on a "need-to-know" basis. Contractor shall provide written instruction to all employees, staff and collaborative partners, regarding these requirements.

The full execution of this Agreement by the authorized person(s) constitutes each party's commitment to uphold these confidentiality requirements.

## **Section 5.04 Inventions, Patents and Copyrights**

If any project produces patentable items, patent rights, processes or inventions in the course of work under a DOL grant or agreement, the Contractor shall report the fact promptly and fully to the County. The County shall report the fact to the Grant Officer at DOL. Unless there is a prior agreement between the County and the DOL or its representative on these matters, DOL shall determine whether to seek protection on the invention or discovery. DOL or its representative shall determine how the rights in the invention or discovery, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the following Patent Policy found at 29 CFR 95.36 and 29 CFR 97.34:

*Unless otherwise provided in terms of the Grant or the Agreement, when copyrighted material is developed in the course of or under this Agreement, the author and the County which developed the work are free to copyright material or to permit others to do so. The County and the Workforce Development Board shall have a royalty-free, non-exclusive and irrevocable license to reproduce, publish, and use and to authorize others to use all copyrighted material.*

*If any material developed in the course of or under a DOL Grant or Agreement and Sub-agreement is copyrighted, DOL shall have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish and otherwise use and to authorize other entities to use the work for government purposes.*

## **Article VI. DUTIES AND RIGHTS OF CONTRACTOR**

### **Section 6.01 Independent Contractor/Subrecipient Status**

- a) The parties agree that the performance of the Contractor's services hereunder shall be in the capacity of an independent Contractor, and that no employees of the Contractor are, or shall be, employees of the County by virtue of this Agreement.
- b) The Contractor is considered a sub-recipient of funds provided to the County through its sub-grant with the State of California. As described in 29CFR 99.210 a subrecipient is :  
A legal entity to which a subaward is made and which is accountable to the recipient for use of the funds provided. Characteristics of a subrecipient are when the organization receiving a Federal award performs the following activities:
  - Determines Eligibility for the Program
  - Has its performance measured against the objectives of the Federal program,
  - Has responsibility for programmatic decision making,
  - Has responsibility for adherence to applicable program compliance requirements (for example, the regulations) and
  - Uses Federal Funds to carry out a program of the organization as opposed to providing goods or services for a program.As a subrecipient the Contractor is subject to all regulations, and OMB circulars governing the use of WIA funds.

### **Section 6.02 Assurances and Certifications**

- a) The Contractor agrees to comply with the provisions of the Affirmative Action Compliance Program of the County of Riverside (known as the Riverside County Minority/Women Business Enterprise [M/WBE] Policy) and rules and regulations adopted pursuant thereto, Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, California Public Contracts Code 2000, and other applicable federal, state and county laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereinafter enacted. Information on these rules and regulations may be obtained from the website resource listed on **EXHIBIT 6**.
- b) Purchase of Fixed Assets, equipment, or property using funds provided by cost-reimbursement agreements requires prior approval of the County. Any property, equipment or assets furnished to the Contractor by the County and/or purchased by the Contractor with funds from cost-

reimbursement agreements shall be limited to use, pursuant to this Agreement, and shall remain the property of the County. In the event of Agreement termination, all property and equipment (finished or unfinished), or unused supplies purchased by the Contractor under this Agreement shall be immediately returned to the County or disposed of in accordance with County policy and/or direction from the County.

**Section 6.03 Procurement of Sub-contracts, Sub-agreements and Memorandums of Collaborative**

- (a) Should the Contractor require the services a sub-tier entity to carry out the responsibilities outlined in the Agreement the Contractor MUST comply with the WIA Final Rule, Sections 667.200(a)(3) and (4), (6)(d)-(g) and the Riverside County Economic Development Agency Field Memorandum Number F01-01 dated July 1, 2001. Both provide guidance regarding procurement and refers the sub-recipient and sub-grantees to additional regulatory sites. The applicability of the aforementioned rules and regulations are limited to sub-tier subrecipients as defined in Section 6.01 2) above. The intent of the federal government is to provide consistent procurement policies that ensure free and open competition and will secure the best possible price.
- (b) Unless otherwise allowed, the Contractor, under this Agreement, shall document such services with an agreement. Copies of all executed Sub-contracts/sub-agreements must be forwarded to the County within ten working days after their execution. Additionally, the Contractor acknowledges the requirements and agrees to furnish such documents as a condition to receiving payment. The Contractor shall develop written agreement formats that shall include, but are not limited to, the following requirements:
  - 1) compliance with applicable federal regulations
  - 2) compliance with all WIA requirements
  - 3) compliance with all legislation, regulations, policies, directives and/or procedures which may replace WIA
  - 4) stipulation to hold the County harmless as a result of Contractor collaborations
  - 5) contracted services to program participants
  - 6) indemnification and insurance requirements imposed on the collaborative partner
  - 7) a code of conduct for employees conducting procurements, including criteria regarding conflict of interest (see Section 6.02 of this Agreement)
  - 8) selection procedures for procurement transactions
  - 9) different types of procurement and how to use them
  - 10) requirements for a price or cost analysis, and limited conditions under which sole source may occur

**Section 6.04 Monitoring of Work Sites/Training Sites**

- a) The Contractor shall monitor, or assist in such process, to insure that all training sites have a safe working environment. Where applicable for training sites, the pre-monitoring form must be completed by the Contractor and retained in each Participant's file. All training sites will be reviewed at least once during the Participant's enrollment period, but may be reviewed more frequently if necessary. All training site supervisors must receive an orientation that covers all program requirements and responsibilities.
- c) As part of the Contractor's duties in the performance of this Agreement, the Contractor is responsible for monitoring WIA program activities of its collaborative partners. Contractor shall make a written record of findings and review them with the County when necessary. Copies of findings must be available for review by the County, State and Federal monitors or auditors and shall be maintained in files at the Contractor's office.
- d) Contractor shall notify the County of any default, termination or findings of disallowed costs under these Sub-contracts/Sub-agreements.
- e) The Contractor will notify in writing, within 10 working days, any change in collaborating Partners. Within 20 working days, the Contractor will provide an executed Memorandum of Collaboration for new partners to the County.

Additional guidance may be obtained from web site resources listed on **EXHIBIT 6**, Contractor is responsible for obtaining all information pertaining to procurement of Sub-contractor service and complying with the rules and regulations promulgated under multiple laws and regulations.

#### **Section 6.05 WIA Fund Restrictions**

The Contractor shall assure that funds provided by this Agreement must be used exclusively for activities that are authorized under this WIA program. Co-mingling and/or diverting of funds to support the activities of other programs is not authorized. Documentation supporting expenditures will be kept on file at the Contractor's office and made available during normal business hours at all times for audit and monitoring purposes.

#### **Section 6.06 Fraud and Abuse**

The Contractor shall establish and implement appropriate internal management procedures to prevent fraud, abuse and criminal activity. Further, the Contractor shall establish a reporting process to ensure that the County is notified immediately of any allegation of WIA-related fraud, abuse or criminal activity or any suspected or proven fraud, abuse or criminal acts committed by staff or participants.

If the allegation is of any emergency and/or fiscal nature, it shall be reported to the County's Planning and Development Unit at (909) 955-3100, and immediately thereafter, a written report shall be submitted. Proof of such report will be maintained in the Contractor's file.

Complaints of a non-criminal nature are handled under the procedures set forth in §667.505 of Part 667, Subpart F of the Final Rule for the WIA.

#### **Section 6.07 Failure to Perform**

To insure the effective use of WIA funds, the Contractor's enrollment and expenditures will be reviewed monthly by the County to determine if goals are being met and whether budgeted funds will be fully earned within the term of this Agreement. Should enrollments or expenditures fall below plan, a notice so stating any such deficiency shall be sent to the Contractor within 20 days of the of the start of any month in which such deficiencies are noted.

The Contractor shall complete an In-School Youth and Out-of-School Youth enrollment Plan for the current Program Year. (Refer to **EXHIBIT 4**). Program performance shall be reviewed quarterly to insure compliance with the required County performance measures included in Exhibit 5.

#### **Section 6.08 Deobligation/Reobligation**

Funding of this Agreement and therefore deobligation is contingent on the continuing availability of federal or state funds, or continued federal or state's authorization for program activities .

Depending upon the results of any review as outlined in Section 6.07 above, or as determined by the granting authority (s), funds originally obligated to the Contractor through this Agreement, may be subject to deobligation of all or part of the funds, where it is clear that the Contractor may not expend all of the original allocation, or is significantly out of compliance with enrollment or expenditure plans. When a review indicates that payment earned within the term of this Agreement can exceed (or exceeded) the amount originally allocated a reobligation of funds may be determined.

The following processes will be followed whenever deobligation or reobligation is found to be necessary.

#### Deobligation/Reobligation

- 1) At any time that the County determines that deobligation or reobligation is necessary, a written notice to the Contractor will be issued outlining the reasons and timeline for the deobligation or reobligation. The notice will provide a response period for the Contractor during which the Contractor may provide comment.
- 2) At a time determined by the County, but after the Contractor has provided a response, a final notice of intent to deobligate or reobligate will be provided to the Contractor. Such notice will be formalized

by either modification or termination of the Agreement in accordance with the provisions outlined herein.

### **Section 6.08 Lease Agreements**

The Contractor shall include a disclaimer or termination clause in their YOC lease agreements that will allow the Contractor to terminate the lease agreement and/or permit another agency/organization, including the County of Riverside or its' designee, to assume the lease. In the event the Contractor is defunded for not receiving certification and/or for non-compliance with the terms and conditions of this contract.

## **Article VII. DUTIES AND POWERS OF THE COUNTY**

### **Section 7.01 Performance Monitoring**

To ensure compliance with the provisions of WIA, including the regulations under this title, Sec. 183. Monitoring, the County will, at least annually, review the Contractor's planned program performance. This review will determine if performance standards are being met. There will be three types of monitoring systems.

- (1) Compliance monitoring determines compliance with this Agreement, which ensures that the program is in compliance with laws and regulations governing the use of WIA funds. Financial monitoring is a component of compliance monitoring and will be conducted to analyze, evaluate, and determine compliance with government financial systems, expenditure rate and cost guidelines.
- (2) Performance monitoring relates to observance of desired performance outcomes and goals versus actual performance and outcomes, and includes a review of MIS reports and data.
- (3) Managerial monitoring includes examination of service delivery systems and processes and performance outcomes.

Technical assistance visits will be performed prior to the official monitoring visit to determine the Contractor's level of compliance and to provide recommendations to address deficient areas. Recommendations are non-binding; however, they are provided to assist the Contractor in problem resolution, performance improvement, and compliance. Upon completion of a technical assistance visit and the exit conference, a report will be mailed to the Contractor within 30 working days, which describes the review results. The report may contain additional program recommendations, the need for additional technical assistance, the need for a Corrective Action Plan, or a commendation of exemplary performance. Generally, on going technical assistance is available to Contractors that are new and/or need assistance due to low performance measures or expenditures.

### Corrective Action Plan

If the County requires a corrective action plan from the Contractor, the plan must be in writing and shall be submitted to the Planning and Development Unit within 30 days following receipt of the exit report. The Contractor's response shall indicate any corrective action already taken and results to date. Other deficiencies with expected dates of compliance would also be included in the corrective action plan.

- 1) When the County approves the corrective action plan, the Contractor shall implement the plan and provide progress reports to the County's Planning and Development Unit when requested.
- 2) Additional technical assistance visits may be scheduled to insure a smooth implementation of the corrections and to monitor progress.
- 3) If a corrective action plan is not submitted, the Contractor may be requested to attend a WDB committee meeting to address the reason for non-compliance. A monitoring report can be finalized; however, without Contractor response, such non-response will be interpreted as concurrence with any actions taken by the County.

Remedies for Contractor's non-response may include any action up to and including termination as described in Articles VIII and IX of this Agreement.

### **Section 7.02 Availability of Funds**

Funding of this Agreement is subject to continuing availability of WIA funds provided to the County during the Agreement period. The County will inform the Contractor, immediately upon notice from the State or the Department of Labor (DOL), of any limitation of funds availability. Both parties understand that the County makes no commitment to fund this project beyond the term of this Agreement.

### **Section 7.03 Withholding of Funds**

- (a) Payments under this Agreement may be withheld, suspended or terminated if WIA funds to the County are suspended or terminated, the Contractor cannot accept additional conditions imposed by DOL, the state, or the County or the Contractor fails to file appropriate participant paperwork or timely invoices. In the event of such suspension or termination of funding, any amount which is properly earned/expended by the Contractor as a result of the performance or expenditures under, and in accordance with, this Agreement said amounts shall be paid to the Contractor in accordance with the provisions of the Agreement. In the event of termination of the Agreement, no payment may be made for any expenditures after the date of termination.
- (b) The County has the authority to withhold funds under this Agreement, pending a final determination by the County, of questioned earnings and/or expenditures or indebtedness of the County arising from past or present agreements between the County and the Contractor.
- (c) At the expiration of this Agreement or upon termination prior to the expiration, funds not expended for the purpose of this Agreement shall be immediately remitted to the County in accordance with the County close-out procedures.

### **Section 7.04 Debt Collection**

Where liability for debt collection is determined by the County to be at the Contractor's level, the Contractor will be responsible for the debt. When a debt is established as a result of an audit, a monitoring finding, an investigation or other means, appropriate action will be taken by the County to collect the debt from the Contractor, pursuant to the EDA Debt Collection Procedures. Such repayment will be from funds (non-federal), other than those received under WIA.

## **Article VIII. TERM, TERMINATION AND OTHER REMEDIES**

### **Section 8.01 Term**

The term of this Agreement shall commence on July 1, 2004, and end on June 30, 2005. The Agreement shall expire at midnight on the last day of the Agreement term and cannot be renewed without a modification to the existing Agreement or execution of a new agreement.

### **Section 8.02 Termination for Cause with Cure Period**

In the event of a material Agreement breach, by either party, the other party may terminate this Agreement by giving the breaching party at least 30 days prior written notice setting forth the actions necessary to cure the breach. Termination for a material breach shall be effective on the date specified in the notice, except that if the breaching party cures the breach to the reasonable satisfaction of the other party during the 30-day notice period, this Agreement shall not terminate. The notice period may be extended in writing at the discretion of the non-breaching party.

The County may unilaterally suspend and/or terminate this Agreement upon written notice at such time and to such extent as funds are suspended or not made available to the County by the Department of Labor or the state. In the event of such suspension or termination, the Contractor will be paid, up to the date of suspension or termination, for any amount which is properly earned/expended by the Contractor as a result of the performance or expenditures under, and in accordance with, this Agreement.

Notwithstanding the procedures governing the termination of this Agreement for cause with cure period outlined above, failure on the part of the Contractor to comply with the provisions of the Agreement or

with the Act or regulations when such failure involves fraud or misappropriation of funds, may result in the immediate termination and withholding of funds from the County.

**Section 8.03 Waiver of Breach**

Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.

**Section 8.04 Termination without Cause**

The parties hereby agree that, at any time during the term of this Agreement, either party may terminate this Agreement, or any part hereof, upon giving the other party at least 45 calendar days written notice prior to the effective date of such termination.

**Section 8.05 Obligations upon Termination**

- (a) All property purchased, documents, data, studies, reports and records prepared by the Contractor under this Agreement, and any property transferred from previous programs, shall be disposed of according to County directives.
- (b) Upon completion of documentation on termination of this Agreement, the County shall determine the total amount of funds earned by the Contractor in the satisfactory performance of this Agreement.
- (c) In the event the Contractor ceases to do business, copies of all records relating to the project(s) or activities that are the subject of this Agreement shall be furnished to the County at the Contractor's expense.
- (d) At the expiration of the term of this Agreement, or upon termination prior to the expiration of the Agreement, any funds paid to Contractor but not used for the purposes of this Agreement shall revert to the County. Within 30 days following expiration or termination, Contractor is obligated to provide an accounting for the period of time that Contractor was providing services up to and including expiration date. County shall calculate funds due and submit a request to Contractor for repayment. Said repayment to be paid within 30 days of request.

**Section 8.06 Business Interruption**

In the event that a substantial portion of Contractor's operations are interrupted by war, fire, insurrection, labor problems, the elements, earthquakes or any other cause beyond Contractor's control, Contractor's obligations under this Agreement shall be suspended for the duration of the interruption.

If a substantial portion of the services, which Contractor has agreed to provide hereunder, is interrupted for more than 30 days, County may terminate this Agreement upon ten days prior written notice to Contractor. Section 8.05, Obligations upon Termination, of this Agreement shall apply under these circumstances.

**Section 8.07 Other Remedies Reserved by the County**

- (a) Notice to Correct Performance and Notice of Probation
  - 1) The County may place the Contractor on probation with notice to correct for failure to fully comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.
  - 2) Said notice shall set forth the period of probation, the reason for the notice and the specific conditions of non-compliance.
  - 3) Within ten working days, the Contractor shall reply in writing, setting forth a corrective action plan that describes actions that will be undertaken in resolving the reasons for probation. Such plans are subject to County approval. Progress reports will be submitted to the County every 30 calendar days thereafter until the reasons for probation are resolved.

(b) Suspension

- 1) The County may determine that suspension of all or part of the project operations of Contractor for failure to fully comply with the terms and conditions of this Agreement may be warranted. By giving written notification of suspension and a notice to correct, Contractor agrees to abide by the terms of the notice and respond as directed. Said notice shall be effective upon receipt.
- 2) Said notice shall set forth the specific conditions of non-compliance, the period provided for corrective actions and any other requirements of performance to remedy deficiencies.
- 3) Within ten working days, the Contractor shall reply in writing, setting forth the corrective actions that will be undertaken in resolving the reasons for suspension. Corrective actions are subject to County approval. Progress reports will be submitted to County every 30 calendar days thereafter until the reasons for suspension are resolved.

## **Article IX. DISPUTE RESOLUTION**

### ***Section 9.01 Dispute Resolution***

Controversies or disputes between Contractor and County shall be resolved, to the extent possible, by informal meetings or discussions between appropriate representatives of the parties.

### ***Section 9.02 Arbitration***

Contractor and County agree that in the event of any controversy or dispute against County arising under this Agreement, whether involving a claim in tort, contract, or otherwise, and including disputes which are not adequately resolved by the County's dispute and appeals process, said claims shall be submitted to non-binding arbitration. If the matter under dispute is one that is subject to review under any County dispute resolution procedures, arbitration may not be initiated until completion of such procedures. All such claims, controversies and disputes shall be submitted to non-binding arbitration in accordance with application rules of the American Arbitration Association. Said arbitration shall take place in Riverside, California.

### ***Section 9.03 Dispute Resolution Costs***

Each party shall be responsible for its own legal fees and other expenses incident to the preparation of its case. However, County and Contractor are prohibited from using any WIA funds for the purpose of instituting legal proceedings or legal disputes against the other party, the state, DOL or any other entity who has received funding under the Act.

## **Article X. GENERAL PROVISIONS**

### ***Section 10.01 Amendment to Agreement***

This Agreement is subject to amendment, as necessary, in accordance with requirements contained in any future federal or state legislation, regulations, or policy. Either party may request an amendment or modification to this Agreement. The Contractor assumes control and responsibility for all fiscal, financial and programmatic matters. Amendments must be in writing and properly executed by both parties. The County may not honor Agreement modifications if such request represents expenses or obligations incurred prior to the Contractor receiving written approval and/or funding from the County.

### ***Section 10.02 Auditing and Monitoring***

The U.S. Inspector General, the Secretary of Labor, the State of California and the County reserve the right to conduct a compliance audit or monitoring of the Contractor's program at any time during normal business hours. If deficiencies are found and the Contractor fails to correct reported deficiencies the County shall retain the option to exercise any remedies as outlined in Article VIII of this Agreement.

- (1) The County reserves the right to monitor and visit, announced or unannounced, the Contractor'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 EDA Monitoring Guide, WIA and regulations.

- (2) The Contractor shall establish such internal fiscal controls and accounting procedures as required by WIA and state and federal or local regulations or as may be deemed necessary to assure proper disbursement of, and accounting for, funds paid to the Contractor under the WIA, its legislative requirements and governing regulations.
- (3) The County, the U.S. Department of Labor, the Office of the Inspector General and the State of California, shall have the right to monitor and/or evaluate all conditions and activities in the Agreement, and to investigate/audit all records, books, papers or documents related to the conduct of programs funded by the County.
- (4) The Contractor shall maintain and make available to the auditors/monitors adequate records and documents, cooperate with all auditors/monitors, comply with federal, state and local laws and regulations as they related to the utilization of funds or operation of the WIA program.
- (5) The County will be notified by the auditors/monitors performing audits of any incidents of fraud, misuse of funds, abuse or other criminal activity in relation to this Agreement, the Act or regulations.
- (6) The Contractor agrees to retain all records pertaining to all grants and agreements under the WIA program for a period of three years after termination of this Agreement. If, at the end of three years, there is an ongoing litigation or an audit involving those records, the Contractor shall retain the Records until the resolution of such litigation or audit is completed.
- (7) The non-profit Contractor shall be responsible for the procurement of an audit under the provisions of Office of Management and Budget (OMB) Circular A-133. These requirements are found at 29 CFR 97.26 for governmental organizations and at 29 CFR 95.26 for institutions of higher education, hospitals, and other non-profit organizations.

The commercial Contractor who receives WIA funds and expends more than the minimum level specified in OMB Circular A-133 (\$300,000 as of April 15, 1999) must have either an organization-wide audit conducted in accordance with A-133 or a program specific financial and compliance audit.

All audits will commence no later than six months following the period of this Agreement, and the Contractor will be responsible for providing the County with information which will assist the County in determining if the Contractor has met its audit requirements. This responsibility includes, but may not be limited to, providing the County with a copy of the annual audit report to the County within two weeks upon receipt of the audit report.

Further, the Contractor acknowledges that County may not contract with any organization that is not in compliance with these requirements, and/or the County may withhold payment to the Contractor if the Contractor fails to comply with the request.

### ***Section 10.03 Compliance with Laws and Regulations***

The Contractor warrants and certifies that, in the performance of this Agreement, it shall comply with all applicable laws, rules, regulations and orders of the United States, the State of California, and the County of Riverside, including the laws and regulations pertaining to labor, wages, hours and other conditions of employment. The Contractor further warrants and certifies that it shall comply with new, amended, or revised laws, regulations and/or procedures that apply to the performance of this Agreement.

The Contractor will ensure diligence in managing the program under this Agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of WIA.

A partial list of applicable laws and regulations are found in **6** of this Agreement.

#### **Section 10.04 Equal Employment Opportunities (EEO) and Non-discrimination**

The Contractor assures that it has an EEO policy that complies with the non-discrimination and equal opportunity provisions of WIA section 188 and its implementing regulations. That Contractor assures that its EEO policy covers staff and participants served under this Agreement and that it does not discriminate, on the basis of race, color, religion, national origin, physical/mental handicap, sex, political affiliations or beliefs and ages, in the selection of participants and staff personnel. The policy shall cover, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training.

The Contractor will take action to ensure that applicants, participants or employees are treated during training/employment without regard to their race, color, religion, sex, national origin, age, handicap or political affiliation or beliefs. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment and/or training, notices setting forth the provision of this non-discrimination clause.

In the event of the Contractor's non-compliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with policies authorized in Executive Order 11246 of 1965, last amended 1996, and the Equal Employment Opportunities Act of 1972 and the amendments to the Civil Rights Act of 1991.

#### **Section 10.05 Grievance and Complaint System**

The Contractor will establish and maintain a grievance and complaint procedure in compliance with WIA, federal regulations and state statutes, regulations and policy.

#### **Section 10.06 Mutual Indemnification**

- (a) The Contractor shall indemnify, defend and hold harmless the County, its officers, agents and employees, and the Workforce Development Board officers, agents and employees from any loss, liability, claim or damage that may arise or result from activities of the Contractor, or in connection with Contractor's performance of this Agreement. Without limiting the generality of the preceding sentence, the Contractor shall indemnify, defend and hold harmless the County and the Workforce Development Board against any liability, claim, loss, demand or damage incurred by the County and/or the Workforce Development Board as a result of the determination by the United States Department of Labor, or its successor, or the Grantor that activities undertaken by the Contractor in connection with this Agreement fail to comply with any laws, regulations or policies applicable thereto, or that any funds billed by or disbursed to the Contractor under the Agreement were improperly expended.
- (b) The County shall indemnify, defend and hold harmless the Contractor, its officers, agents and employees, and the Workforce Development Board officers, agents and employees from any loss, liability, claim or damage that may arise or result from the activities of the County, or in connection with the County's performance of this Agreement.

#### **Section 10.07 Insurance Requirements**

Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, evidence for coverage listed below, within ten days following execution of this Agreement.

- (1) Worker's Compensation

The Contractor shall maintain Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employer's Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of the County of Riverside.

(2) Commercial General Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, personal and advertising injury for claims which may arise from or out of Contractor's operations, or the performance of its obligations hereunder. Policy shall name the County of Riverside, WDB, special districts, their respective directors, officers, Board of Supervisors, elected officials, employees, agents or representatives as an Additional Insured. Policy limit of liability shall not be less than \$1,000,000 per occurrence, combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

(3) Automobile Liability

Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, special districts, their respective directors, officers, Board of Supervisors, elected officials, employees, agents, or representatives as Additional Insured.

(4) General Insurance Provisions-all lines:

- a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California shall have an A.M. BEST rating of not less than an A: VIII. (A:8) unless such requirements are waived, in writing, by the County Risk Manager.). If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b) The Contractor's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent from the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retentions which are deemed unacceptable to the County, at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions, as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration and defense costs and expenses. If no written notice is received from the County Risk Manager within ten days of the acceptance of agreement, then such deductibles or self-insured retentions shall be deemed acceptable.

The Contractor shall cause its insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) shall provide no less than thirty (30) days written notice be given to the County of Riverside prior to any material modification, or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance

**Contractor shall not commence operations until the County of Riverside has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section.**

- c) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the County's insurance and/or deductibles and/or self-insured retentions or self insured programs shall not be construed as contributory.
- d) The Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- e) The above insurance requirements may be met with a program of self insurance or the Contractor may satisfy the insurance requirements set forth herein by showing that it is a member or a joint powers entity created pursuant to California Government Code §6500, et seq., which provides insurance or self-insurance to the Contractor for the risks and to the entities set forth herein for which the Contractor has agreed to provide insurance

The Contractor may satisfy the insurance requirements set forth herein by showing that it is a member of a joint powers entity created pursuant to California Government Code §6500, et seq., which provides insurance or self-insurance to the Contractor for the risks and to the entities set forth herein for which the Contractor has agreed to provide insurance.

**Section 10.08 Labor Standards**

- (a) The Contractor shall comply with the Labor Code of California, the Child Labor Laws in California, the Child Labor Standard Act and all other applicable statutes, ordinances and regulations with respect to employment, wages, hours of labor, and industrial safety (if applicable).
- (b) Conditions of employment or training shall be appropriate and reasonable in light of such factors as the type of work, geographical region, age and proficiency of the participant.
- (c) Health and safety standards established under State, Federal and local law, otherwise applicable to working conditions of employees, shall be equally applicable to working conditions of participants. With respect to any participant in a program conducted under this Agreement who is engaged in activities, which are not covered by health and safety standards under OSHA of 1970, the Contractor shall prescribe by regulation, such standards as may be necessary to protect the health and safety of such participants.
- (d) No program under the Act shall impair (1) existing contracts for services, or (2) existing collective bargaining agreements, unless the employer and the labor organization concur, in writing, with respect to any elements of the proposed activities, which affect such agreement.

A participant in a program or activity authorized under Title I of WIA must not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee (as of the date of the participation).

- (e) No participant shall be employed or job opening filled: (1) when any other individual is on layoff from the same or any substantially-equivalent job, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy created by hiring a participant.
- (f) The Agreement will not result in the displacement of currently employed workers (including partial displacement, such as reduction in the hours of non-overtime work, wages or employment benefits). The Contractor will assure that no jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

**Section 10.09 Non-duplication of Service**

The Contractor will assure that no funds under this Contract shall be used to assist, promote or deter union organizing activities.

Funds provided under this Agreement shall not be used to duplicate facilities or services available in the area (with or without reimbursement) from Federal State or local County sources, unless the plan

established that alternative services or facilities would be more effective or more likely to achieve performance goals.

**Section 10.10 Payment of Benefits (where applicable)**

- (a) When applicable, participants employed in activities authorized under this Agreement shall be paid wages which shall not be less than the highest: (1) the minimum wage under § 6(a)(1) of the Fair Labor Standards Act of 1938, (2) the minimum wage under the applicable state or local minimum wage law, or (3) the prevailing rates of pay for individuals employed in similar occupations by the same employer.
- (b) When applicable, participants employed in paid work experience activities funded under the Act may receive related benefits in the public, private, for-profit or non-profit sectors where the objective assessment and individual service strategy indicate that work experiences are appropriate. (WIA sec. 129(c) 92) (D).)
- (c) A participant shall receive no payments for training activities in which the trainee fails to participate without good cause.

**Section 10.11 Permits and Licenses**

The Contractor shall obtain and pay for all permits and licenses necessary to the performance of this Agreement. The County is not permitted to waive any fees for services except as otherwise required by law.

**Section 10.12 Prohibition of Activities**

- (a) The Contractor will assure that no funds under this Contract shall be used to assist, promote or deter union organizing activities.
- (b) None of the funds, materials, property, services and participants shall be used for, or employed on, the construction, operation or maintenance of any facility as is used or to be used for sectarian instruction or as a place for religious worship.
- (c) No funds provided under this Agreement shall be used, or proposed for use, to encourage or induce the relocation of a business or part of a business if such relocation would result in a loss of employment for any employee of such business at the original location and such original location is within the United States.
- (d) The Contractor is prohibited from using funds under this Agreement for the purpose of instituting legal proceedings or legal disputes against the County, the Grantor, the Department of Labor or its official representatives.
- (e) No person or organization may charge an individual a fee for the placement or referral of the individual in or to a workforce investment activity training program
- (f) No funds provided under the Act shall be used for employment generating activities, economic development and other similar activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resource centers, and similar activities that are not directly related to training for eligible individuals under the WIA. Nor shall any funds from this agreement be used for foreign travel.
- (g) No funds under the Act may be used for Public Service Employment (PSE), except to provide disaster relief employment.
- (h) Non-discrimination
  - 1) The Contractor will comply with the nondiscrimination and equal opportunity provisions of WIA sec. 188 and its implementing regulations.

- 2) No part to this Agreement or any sub-agreement or sub-contract shall discriminate or retaliate against any person, or deny to any person, a benefit to which that person is entitled under the provisions of Federal WIA because such person has filed any complaint, instituted or caused to be instituted any proceeding under or related to WIA participation, has testified, or is about to testify in any such proceeding or investigation, or has provided information or assisted in any investigation.

### **Section 10.13 Press Releases/Published Announcements**

In all communications with the press, television, radio or any other means of communicating with the general community regarding any items which are related to the program funded by this Agreement, the Contractor shall use the following language in all written material and shall use this language in any audio or video production. The Contractor will obtain approval from the County prior to publication or production.

<Name of Center>, a Youth Opportunity Center of Riverside County, is a proud member of the Youth Opportunities Consortium. The Consortium is led by the Council for Youth Development, the youth voice for the Riverside County Workforce Development Board.

### **Section 10.14 Assignment**

- (a) The Contractor shall not assign this Agreement nor enter into any Agreement with any other party or transfer any interest or obligation in the Agreement without written consent of the County.
- (b) The Contractor, as the Lead Agency, will document services provided by all collaborating partners (hereinafter referred to as Partners) under this Agreement with a Memorandum of Collaboration (MOC). The MOC will be an executed formal agreement, either financial or non-financial. The Contractor shall submit copies of the original MOC to the County. If any modifications or updates are made to the original MOC, the Contractor is also required to submit copies of the updated versions to the County.
- (c) The Contractor will insure that Partners, at a minimum, comply with the following:
  - 1) All WIA regulations and the Act
  - 2) Hold the County harmless as a result of the MOC
  - 3) Provide applicable services to youth participants
  - 4) Meet indemnification and insurance requirements imposed by the Contractor
- (d) The Contractor will notify the County of any default, termination or findings of disallowed costs under any sub-contract/sub-agreement/MOC.

### **Section 10.15 Standards of Conduct**

- (a) The Contractor hereby assures that every reasonable course of action will be taken in administering this Agreement, to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. The Contractor agrees to conform to the nondiscrimination requirements as referenced in WIA, Section 188.
- (b) The Contractor agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, and all applicable federal and state laws and regulations, guidelines, and interpretations issued hereto.
- (c) The Contractor shall insure that any of its employees who were formerly employed by the Economic Development Agency (EDA) in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this Agreement, will not be assigned to any part or phase of the activities conducted pursuant to this Agreement, for a period of not less than two years following the termination of such employment.

- (d) The Contractor shall insure that no relative by blood, adoption or marriage of any executive or employee of the Contractor, will receive favorable treatment when considered for enrollment in programs provided by or employment under this Agreement.
- (e) The Contractor and its employees will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. No relative by blood, adoption or marriage of any executive or employee of the Contractor will receive any favorable treatment for employment with the Contractor or enrollment into the program funded by this Agreement.

The Contractor may not hire a person in an administrative capacity, staff position or work experience training position with funds provided by this Agreement if a member of that person's immediate family is engaged in an administrative capacity for the Contractor.

- (f) The Contractor assures that none of its directors, officers, employees or agents shall participate in selecting or administering any subcontract supported (in whole or in part) by federal funds where such person is a director, officer, employee or agent of the subcontractor, or where such person knows or should have known that:
  - 1) A member of such person's immediate family or partner or organization has a financial interest in the subcontract;
  - 2) The subcontractor is someone with whom such person has negotiated or is negotiating any prospective employment; or
  - 3) Such person would have a "Financial or Other Interest" in the sub-contract.
  - 4) The Contractor hereby assures that it will establish safeguards to prohibit employees from using a position for a purpose that gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have business or other ties. Executive officers or employees of the Contractor will not solicit or accept money or any other consideration from a third person for the performance of an act reimbursed in whole, or in part, by the Contractor or the County. Supplies, materials, equipment or services purchased with WIA funds will be used solely for purposes allowed under this Agreement.
  - 5) The Contractor assures that no member of its Board, officer or employee or the Contractor shall have any interest, direct or indirect, in any contract or sub-contract or the proceeds for work to be performed in connection with this program during his/her tenure as such employee, officer or member of the Board.
  - 6) Prior to obtaining the County approval of any subcontract, the Contractor shall disclose to the County any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate families with the proposed subcontractor and its officers, directors or employees.
  - 7) The Contractor warrants that it has not paid, and will not pay, to any third person any money or other consideration for obtaining this Agreement.

#### **Section 10.16 Request for Waivers**

Waivers of any provisions of this Agreement must be in writing and signed by the appropriate authorities of the County.

No waiver by the County or breach of any provision of these terms and conditions shall be deemed, for any purpose, to be a waiver or a breach of any other provision hereof, or of a continuing or subsequent waiver or breach of the same provision.

**Section 10.17 Integration of Entire Agreement**

This Agreement and those documents incorporated herein by reference or attachment, are the entire agreement of the parties and supersede all negotiations, verbal or otherwise and any other agreement between the parties hereto, specifically that certain agreement effective July 1, 2002, and any and all addenda attached thereto which are hereby rescinded. This Agreement is not intended to, and shall not be construed to create the relationship of agent, officer, employee, partnership, joint venture or association between the County and the Contractor. No verbal commitment or conversation with any officer, agent or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

***Signature***

County: Riverside County Economic Development Agency
By:
Date:
Print Name: Jerry Craig
Print Title: Workforce Development Administrator

Contractor:
By:
Date:
Print Name: Authorized Agent
Print Title: Agent or Entity

<p style="text-align: center;"><u>County Counsel Approval</u></p>
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# Exhibit 1 Scope of Work

# Contractor Scope of Work

The County is committed to a seamless system of youth services to meet the education, employment and developmental needs of youth ages 14-21. The Contractor will provide a continuum of comprehensive services to youth over a period of time sufficient to prepare for a successful transition to the workforce and for continued/advanced education and training.

- a) Scopes of work – The Contractor agrees to maintain the ability to serve and enroll WIA eligible youth and provide the designated program components and other applicable services, according to each participant's ISS. The Contractor agrees to meet or exceed performance standards as specified in this Agreement.
- b) Contracted services – The purpose of this Agreement is to provide programs and services to eligible youth ages 14-21 on a year-round basis. These services will improve long-term employability and enhance academic and occupational learning, leadership development skills, educational advancement into post-secondary education, and employment preparation.
- c) Program components -The Contractor must determine what program elements will be provided to each youth, based on the participant's objective assessment and individual service strategy. It is envisioned that each youth will participate in more than one of the program components, and it is required that all youth must receive at least 12 months of follow-up services. The program is described below and may be described in further detail in the RFP response, which is incorporated herein by reference.
  - 1) Core Services
    - Recruitment
    - Strong Outreach Program
    - Comprehensive assessment of academic, occupational skills and service needs
    - Referral and coordination of services
    - Intensive case management, and long-term follow-up upon program exit
  - 2) Preparation for Unsubsidized Employment
    - Pre-employment/Work Maturity Skills based on SCANS Competencies
    - Work-based Learning Opportunities
    - Job Shadowing
    - Paid/Unpaid Work Experience
    - Summer Employment Opportunities
    - Occupational Skills Training/Post-Secondary Education Opportunities including Apprenticeship Programs.
  - 3) Improving Educational Achievement
    - Tutoring & Study Skills Training
    - Basic Skills/ESL Instruction
    - GED Preparation
    - Alternative Secondary School Services
    - Dropout Prevention Services
    - Promotion & Support of Post Secondary Education
  - 4) Job Placement and Retention
    - Intensive Job Placement Assistance
    - Job Retention Services
    - Private-Sector Involvement

- 5) Development of Leadership and Civic Responsibilities
  - Leadership Skill Development
  - Peer Centered Activities Promoting Responsibility & Positive Social Behaviors
  - Community Service
  
- 6) Support for Youth
  - Individual & Family Counseling
  - Access to Information and Referrals
  - Substance Abuse
  - Teen Pregnancy
  - Anti-Criminal/Gang Parenting Classes and Support
  - Transportation
  - Childcare Assistance
  - Tuition Assistance
  - Work-Related Clothing & Tool Follow-up Activities
  - Adult Mentoring

d) Youth Opportunity Center location(s):

## Exhibit 2 Budget

- Budget Statement
- Budget Expenditure
- Program Equipment Budget Form

## **Exhibit 3 Cost Allocation Plan**

- 2004-2005 Cost Allocation Plan

# Exhibit 4 Monthly Enrollment Plan

# **Exhibit 5 Locally Defined Performance Measurements**

# **Exhibit 6 Workforce Investment Act Internet and Other Resources**

## WORKFORCE INVESTMENT ACT INTERNET AND OTHER RESOURCES

Agency/Document	Web Site/Other Reference
Department of Labor Employment Administration	<a href="http://www.doleta.gov">http://www.doleta.gov</a>
Employment Development Department	<a href="http://www.edd.cahwnet.gov">www.edd.cahwnet.gov</a>
National Association of Counties	<a href="http://www.naco.org">www.naco.org</a>
National Governor's Association	<a href="http://www.nga.org">www.nga.org</a>
U.S. Chamber of Commerce	<a href="http://www.uschamber.org">www.uschamber.org</a>
Small Business Administration	<a href="http://www.sba.gov/">www.sba.gov/</a>
Federal Debarment List	<a href="http://www.ctdol.state.ct.us/wgwkstnd/wgfeddbr.htm">http://www.ctdol.state.ct.us/wgwkstnd/wgfeddbr.htm</a>

## OMB CIRCULARS, RELATED REGULATIONS, AND INTERNET RESOURCES

<b>Circulars and Regulations</b>	
<b>Cost Principles</b>	
OMB Circular A-21	Cost Principles for Institutions of Higher Education
OMB Circular A-87	Cost Principles for State, Local, and Indian Tribal Governments
OMB Circular A-122	Cost Principles for Non-profit Organizations
<b>Regulations</b>	
48 CFR Part 31	Cost Principles for Commercial Organizations
<b>Administrative Requirements</b>	
29 CFR Part 95	Uniform Administrative Requirements for Institutions of Higher Education, Hospitals and other Non-profit Organizations and Commercial Organizations (OMB Circular A-102)
29 CFR Part 97	Uniform Administrative Requirements for State, Local and Indian Tribal Governments (OMB Circular A-102)
<b>Audit Regulations and Requirements</b>	
29 CFR Part 96	Department of Labor Audit Resolutions
29 CFR Part 99	Audit Requirements for Recipients of Federal Financial Assistance (OMB Circular A-133)
OMB Circular A-50	Audit Follow-up
<b>Miscellaneous Provisions</b>	
29 CFR Part 93	Department of Labor Lobbying Regulations
29 CFR Part 98	Department of Labor Debarment and Suspension Regulations

<b>Internet Resources</b>	
National Archives and Records Administration site for the Code of Federal Regulations. Provides links to specific regulations, Federal Register Notices, public laws and Privacy Act issuances.	<a href="http://www.nara.gov">http://www.nara.gov</a>
General Accounting Office (GAO) web site. Provides links to a financial audit manual, Comptroller General decisions and GAO audit reports.	<a href="http://www.gao.gov">http://www.gao.gov</a>
Office of Management and Budget (OMB) web site. Provides links to all OMB circulars, compliance supplements and OMB policy.	<a href="http://www.whitehouse.gov/OMB">http://www.whitehouse.gov/OMB</a>
OMB site provides an index of all OMB circulars categorized by subject area. Provides links to actual circulars.	<a href="http://www.whitehouse.gov/OMB/html/index2.html">http://www.whitehouse.gov/OMB/html/index2.html</a>
Department of Labor's (DOL) Office of Administrative Support and Management (OASAM). Provides links to DOL regulations for OMB circulars.	<a href="http://www.dol.gov/dol/public/regs/main.htm">http://www.dol.gov/dol/public/regs/main.htm</a>
DOL/OASAM Indirect Cost Rate Determination Guide, Non.	<a href="http://www.dol.gov/dol/oasam/public/programs/guide.htm">http://www.dol.gov/dol/oasam/public/programs/guide.htm</a>
Department of Health and Human Services site for ASMB-10, Implementation Guide for Circular A-87	<a href="http://www.whitehouse.gov/omb/circulars/a087.html">http://www.whitehouse.gov/omb/circulars/a087.html</a>
Federal government-wide financial requirements and information	<a href="http://www.financenet.gov">http://www.financenet.gov</a>
Treasury Department financial information site. Provides links to other financial resource pages	<a href="http://www.fms.treas.gov">http://www.fms.treas.gov</a>
Federal Inspectors General site. Contains audit requirements, standards, and links to other audit-related sites.	<a href="http://ignet.gov/ignet">http://ignet.gov/ignet</a>
DOL. Employment and Training Administration (ETA) site.	<a href="http://www.doleta.gov">http://www.doleta.gov</a>
Federal Debarment List	<a href="http://www.ctdol.state.ct.us/wgwkstnd/wgfeddb.html">http://www.ctdol.state.ct.us/wgwkstnd/wgfeddb.html</a>

## **Exhibit 7 Resource List for Applicable Laws, Rules and Regulations**

## **Resource List for Applicable Laws, Rules and Regulations**

This is only a partial list of applicable laws, rules and regulations governing this Agreement. Contractor is fully responsible for knowing any applicable statute or regulation or rule as it affects this Agreement.

The Workforce Investment Act Interim Final Rule – 20 CFR Part 652, et al., Thursday, April 15, 1999

The terms and conditions of this Agreement and all applicable federal, state, and local laws, regulations, and policies and amendments thereto.

Any provisions made by the County that were imposed upon the County by the State of California with respect to grant application for funds under the WIA.

County of Riverside WIA policies as set forth in the Request for Proposal for WIA Youth Program for Period: 10/1/00 – 6/30/02, issued 4/24/00.

County of Riverside administrative procedures and technical assistance released in the form of field memorandums and policy manuals.

29 CFR Part 93, Lobbying restrictions and costs prohibited, including costs of salaries or expense related to any activity designed to influence legislation or appropriations pending before the Congress of the United States.

**Age Discrimination in Employment Act (1967)** makes it unlawful for an employer with 20 or more employees to discriminate against individuals that are 40 years or older, with respect to hiring, compensation, terms, conditions and privileges of employment on the basis of age. The Act is enforced by the Equal Employment Opportunity Commission.

**Americans with Disabilities Act (1990)** makes it unlawful for an employer, with 15 or more employees, to discriminate against qualified individuals with disabilities with respect to hiring, compensation, terms, conditions, and privileges of employment. The Act is enforced by the Equal Opportunity Commission.

**Anti-Kickback Act (1986)** is defined to mean any money, fee, commission, credit, gift, gratuity, thing of value, or any compensation of any kind provided, directly or indirectly to any contractor, contractor employee, subcontractor or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract or in connection with a subcontract relating to a contract. The Act is enforced by the Federal Acquisition Regulations (FAR 52.203-7).

**Civil Rights Act (1991)** amended the 1964 Act, and the Americans with Disabilities Act (ADA) to allow compensatory and punitive damages, but places caps on the amounts that can be awarded. The Act also provides for jury trials in suits brought under these laws.

**Davis-Bacon Act (1931)** applies to federal construction and repair contracts over \$2,000. The Act requires contractors to pay their employees a specific minimum wage prevalent for similar work in a specific geographic area. The Wage and Hour Division of the Department of Labor enforce the Act.

**Employee Polygraph Protection Act (1988)** makes it unlawful for an employer to require, request, suggest, or cause an employee or applicant to submit to a lie detector test. In addition, it prohibits the employer from threatening or taking any adverse employment action against an employee or applicant who refuses to take a lie detector test. The Act is enforced by a private right of action in the federal district courts.

**Executive Order 11246 (1965, amended 1996)** prohibits job discrimination by employers holding federal contracts or subcontracts on the basis of race, color, sex, national origin or religion and requires affirmative action to ensure equality of opportunity in all aspects of employment. The Order is enforced by the Office of Federal Compliance Contract Programs of the Department of Labor.

**Executive Order 12549** – Government-wide debarment and suspension (non-procurement), and Government-wide requirements for drug free workplace (grants) protects the public interest and conducts business only with responsible persons.

**Fair Labor Standards Act** (1938) provides minimum wage and overtime requirements. Under FLSA, all non-exempt employees are entitled to cash overtime for all hours worked over 40 in a workweek. The Act, as amended by the Minimum Wage Increase Act of 1996, is enforced by the Wage and Hour Division of the Department of Labor and private lawsuits.

**Family and Medical Leave Act** (1993) requires that employers, with 50 or more employees, provide up to 12 weeks of unpaid leave, with any 12-month period, to employees for the care of a newborn or adopted child, for the care of a seriously ill family member, or for treatment and care of the employee's own serious medical condition. The Act is enforced by the Wage and Hour Division of the Department of Labor.

**Hatch Act** (1939, amended in 1993) applies to political activity of certain state and local government employees who are employed by state or local executive agencies in connection with programs financed in whole or in part by federal loans or grants. Some statutes make Act provisions applicable to persons employed by private, non-profit organizations that plan, develop and coordinate Head Start and certain other types of federal assistance. The Act is enforced by the U.S. Office of Special Counsel.

**Immigration Reform and Control Act** (1986) requires employers to verify that applicants for employment are authorized to work in the United States. The Act provides civil and criminal penalties for knowingly employing unauthorized aliens and prohibits discrimination based on national origin or citizenship if the alien is authorized to work. The Act is enforced by the Department of Justice and the Immigration and Naturalization Service.

**Labor-Management Reporting and Disclosure Act** (Landrum-Griffin Act of 1959) establishes a set of rights for employees who are members of unions. They include the right to vote, attend meetings, meet and assemble with other members, and freely express views and opinions. This Act is enforced by the Office of Labor Management Standards of the Department of Labor.

**Military Selective Service Act** shall be insured by the Secretary that each individual participating in any WtW program or receiving any assistance or benefit under this chapter has not violated section three (50 U.S.C. App. 453) by not presenting and submitting to registration as required pursuant to such section. The Director of the Selective Service System shall cooperate with the Secretary in carryout out this section.

**Occupational Safety and Health Act** (1970) requires all employers to provide a work place that is free from recognized hazards that cause, or are likely to cause, death or serious physical harm to employees. The Act also establishes the Occupational Safety and Health Administration that is responsible for promulgating workplace safety standards and regulations for various industries. The Act is enforced by the Occupational Safety and Health Administration.

**Older Workers Benefit Protection Act** (1990) makes it unlawful for an employer to discriminate with respect to employee benefits based on age. It also regulates early retirement incentive programs. The Act is enforced by the Equal Employment Opportunity Commission.

**Political Reform Act** (of 1974, amended in 1996) requires each state and local agency to adopt a conflict of interest code. Conflict of interest codes are required to prohibit officials of any state or local government agency from making, participating or in any way attempting to use their official position to influence a governmental decision in which the official knows or has reason to know that he or she has a financial interest.

**Pregnancy Discrimination Act** (1978) makes it unlawful for an employer to discriminate based on pregnancy or childbirth. The Act is enforced by the Equal Employment Opportunity Commission.

**Single Audit Act** (of 1984 and amended in 1996 as Public Law 104-156) extends the Act to cover non-profit organizations under OMB Circular A-133 to include Higher Education and Other Non-profit Organizations. The Act raised auditing limits to \$300,000 and authorizes an adjustment every two years.

**Title VII of the Civil Rights Act** (1964) makes it unlawful for an employer, with 15 or more employees, to discriminate against individuals with respect to hiring, compensation, terms, conditions and privileges of employment on the basis of race, color, religion, national origin or sex. Title VII is enforced by the Equal Employment Opportunity Commission.

**Vietnam Era Veteran's Readjustment Assistance Act** (1974) makes it unlawful for employers to discriminate against veterans of the Armed Forces in their employment practices. It also provides veterans with certain reemployment, seniority, health benefit, and pension rights with respect to prior employment. The Act is enforced by the Office of Veterans Employment and Training of the Department of Labor.

**Whistleblower Protection Statutes** (1989) protect employees of financial institutions and government contractors from discriminatory and retaliatory employment actions because of reporting violations of the law to federal authorities. The Act is enforced by the Wage and Hour Division of the Department of Labor.