APPENDIX C

FOR COUNTY USE ONLY

County of San Bernardino

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STANDARD CONTRACT

X New Change Cancel	Vendor Code	**SC**	Dept. JOB	**A**	Contract Number	
County Department Department of Workforce Development (WDD)		Dept. Orgn. JOB			Service Provider's License No. NA	
County Department Contract Representative Barbara Halsey, Director		Telephone (909) 387-9859			Total Contract Amount	
Contract Type ☐ Revenue ☒ Encumbered ☐ Unencumbered ☐ Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code	Contract Start Date 7/1/07	Contract End Date 6/30/09	Original Amount $	Amendment Amount		

Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
SAC	JOB	YTH	300	3900		
SAC	JOB	YTH	300	3917		

Project Name	Estimated Payment Total by Fiscal Year					
	FY	Amount	I/D	FY	Amount	I/D
Title I WIA Youth Program	07-08					
Contract Type I	08-09					

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name _____ hereinafter called Service Provider and/or Contractor

Address _____

Telephone _____ Federal ID No. or Social Security No. _____

IT IS HEREBY AGREED AS FOLLOWS*:*

WHEREAS, the County desires to provide services and training for eligible enrolled youth;

WHEREAS, the County has been allocated funds under the Title I WIA Youth Program to provide such services;

WHEREAS, the County finds Service Provider qualified to provide Title I WIA youth services;

WHEREAS, the County desires that such services be provided by Service Provider and Service Provider agrees to perform these services as set forth below;

NOW THEREFORE, the County and Service Provider mutually agree to the following terms and conditions:

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I. CONTRACT SPECIFICATIONS

A. The Contract representatives are:

1. Contract Administrator: Department of Workforce Development

   Representative Barbara Halsey, Director

   Address 215 North “D” Street, Suite 301, San Bernardino CA 92415-0041

   Phone Number (909) 387-9859

   Fax Number: (909) 387-9828

2. Contract Office Department of Workforce Development

   Representative Janice Lindsay, Administrative Supervisor II

   Address 215 North "D" Street, Suite 301, San Bernardino CA 92415-0041

   Phone Number (909) 387-9871

   Fax Number (909) 387-9880

AND

3. Service Provider

   Representative

   Administrative Office

   Mailing Address

   Phone Number

   Fax Number

   Federal ID # State ID #

B. Contract Type: Cost Reimbursement

C. Total Contract Amount: $ to serve In-School and Out-of-School Youth for the contract period of July 1, 2007 through June 30, 2009.

D. Funding Source: Title I Workforce Investment Act

E. Training Sites

Agency Name	Address	Contact Person	Telephone No.	Fax No.

F. The Service Provider shall operate a County of San Bernardino Workforce Investment Act (WIA) program in accordance with the Contract as approved by the Youth Council, Local Workforce Investment Board (LWIB),

SAMPLE

and the San Bernardino County Board of Supervisors, and as set forth in the County's Request for Proposals for Year Round Youth Programs PY 2007-2009, which is incorporated herein by this reference.

G. This Contract, consisting of 27 total pages, is the full and complete document describing all covenants, conditions, and benefits by and between the County and Service Provider.

H. No alteration or variation of the terms of this Contract shall be valid, unless made in writing, and signed by the parties hereto. Any oral understanding or agreement not incorporated herein shall not be binding on the parties hereto. Only authorized representatives of both parties shall sign any modifications, alterations or variations made.

II. TERM OF CONTRACT

A. Contract Period: The term and conditions of this contract shall commence on **July 1, 2007**, and end on **June 30, 2009**, unless otherwise indicated by a formal notice or amendment.

B. Enrollment, Program and Follow-up Period: One hundred percent (100%) of the youth to be enrolled, per the contract, must occur by **October 31, 2007**. Twelve months of follow-up services must be provided to all youth and shall begin at the time of program exit and shall conclude during the contract period.

C. Notwithstanding any other provision of this Contract, either party may terminate this Contract, without cause and without any further liability or cost, upon giving the other party at least thirty (30) calendar days' advance notice of the termination. Other than the provision of notice setting forth the date of termination, there shall be no pre-requisites to either party's exercise of the right to terminate the Contract and there is no right to appeal. The Associate County Administrator, Economic Development Agency, is authorized to exercise the County's rights with respect to any termination of this Contract.

Upon termination of the Contract, Service Provider will only be reimbursed for amounts properly expended prior to the date of termination. Service Provider will not be reimbursed for costs incurred after the date of termination. All property purchased, documents, data, studies, reports and records prepared by the Service Provider under this contract, and any property transferred from previous programs, including JTPA, shall be returned to the County or disposed of, according to County's instructions.

III. DEFINITIONS

Administrative Costs	The costs of administration that are necessary and allowable. These expenses are usually associated with the overall management and administration of the WIA program and are not directly related to the services provided to the participant. Such costs cannot exceed 10% of total Contract amount.
Allowable Costs	The necessary and reasonable costs incurred in operating a WIA program that are allocable to the corresponding expense categories.
Assessment	Assessment includes a review of educational skill levels, occupational skills, prior work experience, employability, interests, aptitudes, and supportive service needs. Where appropriate, recent assessment (within 6 months) could be used in lieu of additional assessment.
Assessment Tools	The following are state-approved testing instruments that can be used to assess participant skill levels: Adult Basic Learning Examination (ABLE); Oral BEST; Literacy BEST; SPL (Speaking, Reading, and Writing); Basic Occupational Literacy Test (BOLT); Career Ability Placement Survey (CAPS); CASAS Appraisal; CASAS Survey Achievement Tests; General Aptitude Test Battery (GATB); Iowa Test of Basic Skills (ITBS); and Tests of Adult Basic Education (TABE). Note: Basic skills assessments need to "cross-walk" with educational functioning levels.
Alternative Education	A student need-based school or program that is an alternative to the school in which the student would normally be enrolled. Participation in alternative

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	education must have as its major objective the attainment of a high school diploma or its equivalent.
Basic Skills Deficient	The youth computes or solves problems, reads, writes, or speaks English at or below the eighth grade level (8.9) on one of the standardized tests listed under the definition of Assessment Tools or is unable to compute or solve problems, read, write, or speak English at a level necessary to function on the job, in the individual's family, or in society.
Community Based Organization	A nonprofit, public benefit corporation as described in Section 501(C)(3) of the Internal Revenue Service Code.
Contract	The document executed by the Chairman of the Board of Supervisors, on behalf of the County of San Bernardino, and the contractor which creates a legally binding agreement for the performance of certain services by contractor for compensation paid by the County.
Contractor	An organization selected to enter into an agreement with the County to provide WIA youth services pursuant to this contract, and assume the other responsibilities delineated under "Service Provider Responsibilities."
Cost Allocation Methodology	The distribution of allowable costs to the benefiting/funded program(s) and cost categories using reasonable and equitable distribution methods.
Credential	Nationally recognized degree or certificate or State/locally recognized credential. Credentials include, but are not limited to, a high school diploma, General Equivalence Diploma (GED) or other recognized equivalents, post-secondary degrees/certificates, recognized skill standards and licensure or credentials. States should include all State Education Agency-recognized credentials.
Disability	A physical or mental impairment, including a learning impairment, that constitutes or results in a substantial impediment to employment.
Eligibility Determination	The process of gathering and analyzing data to determine whether an applicant meets the criteria, which would allow him or her to participate in the program. WIA eligibility criteria are found in 20 CFR §664.200, 664.220, 664.250, and EDD's Workforce Investment Act Eligibility Technical Assistance Guide.
Employment Resource Center	One-Stop Career Service Center established by the Workforce Investment Board and operated by the Department of Workforce Development under Title I of the Workforce Investment Act
Exit	A youth participant completing services, or who has a termination date within the quarter and has not received any WIA services for 90 days, except follow-up, and has no future services scheduled. A WIA Exit Form must be completed.
Formalized Agreement	A formal agreement between two agencies that specifies the responsibilities of each agency in implementing the project.
Funding Period	The period of time when WIA funds are available for expenditure.
High School Dropout	An individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent (Does not include a youth attending alternative school). A youth's dropout status is determined at the time of application and remains in effect throughout her/his participation.
Homeless	Lacks a fixed, regular, adequate night residence.
In-School Youth	Attending High School – The individual is not a high school graduate (or equivalent) and is attending any school (including elementary, intermediate, junior high school, secondary or postsecondary, or an alternative school or program whether full of part-time), or is between school terms and intends to return to school..

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Individual Service Strategy (ISS)	A plan to identify the youth's education and employment goals. The ISS is a living document and must be updated as needed. Updates may include further discussions of education and employment strategies, training options, and training information, barriers to education and/or employment, and the Supportive Services or other services needed to overcome the barriers.
Local Education Agency (LEA)	A board of education or other legally constituted local school authority having administrative control and direction of public elementary or secondary schools in a city, county, township, school district or political subdivision in a State, or any other public educational institution or agency having administrative control and direction of a vocational education program.
Local Workforce Delivery Area	A geographical area within the State designated by the Governor in accordance with WIA guidelines, such as San Bernardino County.
Offender	An individual who has been subject to any stage of the criminal justice process or who requires assistance in overcoming barriers to employment resulting from a record of arrest or conviction.
Out-of-School Youth	An individual who is a school dropout or is an eligible youth, who has either graduated from high school or holds a GED, but is basic skills deficient, unemployed, or underemployed. Note: Youth attending alternative schools and/or adult schools are not considered out of school youth.
Performance Standards	Represents the core measures of performance for employment and training activities. These standards apply to adult, dislocated worker, and youth programs. The performance indicators for WIA Youth program continue to be the seven (7) statutory youth measures until WIA is reauthorized.
Poor Work History	Individual has not worked full-time in unsubsidized employment for more than 13 consecutive weeks in the last 12 calendar months or has a sporadic work history.
Service Provider	A public agency, private nonprofit organization, or private-for-profit entity that delivers educational, training, employment or supportive services to WIA participants.
Subrecipient	A legal entity to which a subgrant is awarded and which is accountable to the recipient (or higher tier subrecipient) for the use of the funds provided.
Supportive Services	Payments for transportation, childcare, healthcare and other reasonable expenses required for participation in the training program, and may be provided through services or by in-kind cash payment.
Training	Authorized services and activities as specified and referenced in this contract.
Workforce Investment Act (WIA)	Signed into law on August 7, 1998, this law replaces the former Job Training Partnership Act (JTPA). WIA reforms Federal job training programs and mandates more comprehensive activities and training programs.

IV. SERVICE PROVIDER SCOPE OF WORK

A. Scope of Work

The Service Provider agrees to enroll and serve WIA Title I Youth Program participants and provide them with the ten (10) Program Elements, as necessary. The Service Provider agrees to meet or exceed the performance requirements as stated in Section VII (A) of the Contract. Should common measures be implemented during the course of this contract, the Service Provider agrees to implement such measures as required by Federal, State, and local jurisdiction. The Service Provider understands and agrees that this Contract shall not be construed as an obligation on the part of the County to refer participants. The Service Provider stipulates that it is capable and willing to provide services and training to program participants.

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B. **Contracted Services**

The purpose of this Contract is to provide one year of program and one year of follow-up services that provide year-round assistance to youth that will improve long-term employability and enhance academic and occupational learning, leadership development skills, educational advancement and employment preparation.

C. **Program Elements**

The following four elements have been identified as WIA priority elements. The service provider agrees to provide, at a minimum, two (2) of these priority elements.

1) Occupational Skills Training
2) Paid/Unpaid Work Experience, internship and job shadowing
3) Leadership Development
4) Literacy/Numeracy basic and remedial education, and instruction leading to the completion of secondary school including dropout prevention strategies.

The ten program elements (including the four WIA priority elements) are as follows:

1. Literacy/Numeracy Basic and Remedial Education.

Basic and remedial education will consist of classroom training in reading, writing, and mathematics with a focus on literacy and numeracy gains of at least one level per individual participants. Training activities may consist of tutoring, study skills training, GED preparation, and basic and remedial education. The training may be provided in a traditional classroom setting, in a small group or individualized setting, and/or self-paced computer-based setting. Qualified teachers will provide all basic and remedial education.

2. Alternative Secondary School Services

Services offered at an alternative secondary school. Alternative schools will be used as a point of re-entry for school dropouts. They may also be used to keep youth who are in danger of dropping out of regular school in the school environment. (Note: Students attending alternative secondary schools are not considered “out-of-school” youth for purpose of determining eligibility for WIA

3. Summer Employment Opportunities

Summer Employment Opportunities shall include paid and unpaid work experience, as well as workshops and training in employability skills, work readiness and generic workplace requirements. Youth participating in paid work experience shall be paid “minimum” wage. Stipends may be used as a motivational incentive for youth to complete workshops, work readiness and/or other program elements. Stipends may not be used in lieu of minimum wage for paid work experience. Summer employment opportunities is not intended to be a stand-along program and must be integrated into a comprehensive strategy for addressing the participant’s academic, occupational training and future goals.

4. Paid/Unpaid Work Experience, Internship and Job Shadowing

This activity is a planned, structured learning experience that takes place at a workplace/worksite for a limited period of time. The experience will provide youth with exposure to the world of work, career exploration, skill development, and the common expectations in the workplace. Youth should acquire the skills, personal attributes, and knowledge needed to get and keep a job. The work places/sites may be in the private for-profit sector, non-profit sector or the public sector. This element includes entrepreneurship, internship, service learning, paid and unpaid community service, job shadowing, and on-the-job training, as appropriate. Work experience may be appropriate and desirable activities for many youth throughout the year. The outcome of this activity is placement into unsubsidized employment.

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5. Occupational Skills Training

Occupational Skills Training is short-term vocational training that provides participants with the skills necessary to obtain employment leading to self-sufficiency. Successful completion leads to a) a certificate, an associate degree, or baccalaureate degree OR, b) a competency or skill recognized by employers OR c) a training regiment that provides individuals with additional skills or competencies recognized by employers. Tuition accounts, with established maximums per participant, for a participant to enroll in a vocational training program that will lead to employment in one of the pre-determined demand occupations may be established.

6. Leadership Development Opportunities

Activities that promote citizenship and leadership development to encourage responsibility, employability, and other positive social behaviors through voluntary community service opportunities, adult mentoring, peer-centered activities, follow-up services, and targeted opportunities.

7. Supportive Services

Services such as transportation, child care, clothing/uniforms, work related tools, or license/certification fees that are necessary to enable an individual to participate in activities authorized under Title 1 of WIA and consistent with the provisions of the Act.

8. Adult Mentoring

A program in which caring, sensitive and knowledgeable adults provide significant time and attention to a small group of youth. Mentors must be carefully screened and be in compliance with the Michelle Montoya School Safety Act. Mentors should be well trained in working effectively and compassionately with young people, providing age-appropriate activities that follow sound youth development principles. Adult mentoring must be for a duration of at least twelve months, and may occur both during and after program participation.

9. Follow-up Services

Includes services such as additional career planning and counseling, contact with the participant's employer, assistance with work-related problems that may arise, peer support groups, information about additional educational opportunities, informational mailing, leadership development, supportive services, job clubs, and adult mentoring. All youth participants must receive follow-up services for a minimum of twelve months after the exit date. The twelve months of follow-up services must occur during the contract period.

10. Comprehensive Guidance and Counseling Services

A combination of guidance, connection to the workplace, and strong community ties. Although the program focuses on work and training, the youth receive encouragement and knowledge, which helps decrease other risk behaviors. Comprehensive guidance and counseling offers a holistic approach to working with youth.

D. **Geographical Areas to be Served by Provider:**

West End	**High Desert**	**Morongo Basin**	
☐ Chino	☐ Victorville	☐ 29 Palms base	☐ Hesperia
☐ Chino Hills	☐ Adelanto	☐ 29 Palms city	☐ Needles
☐ Montclair	☐ Town of Apple Valley	☐ Lucerne Valley	☐ Baker
☐ Ontario	☐ Baker	☐ Joshua Tree	☐ Wrightwood
☐ West End unincorporated sections of SB Co.	☐ Barstow	☐ Nebo Center	☐ Yucca Valley
	☐ Trona	☐ Pioneertown	
	☐ Searles Valley	☐ Wonder Valley	
		☐ Morongo Valley	

E. **Youth Enrollment Plan**

All youth to be served must be enrolled by **October 31, 2007.**

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V. SERVICE PROVIDER RESPONSIBILITIES

A. Conditions

1. The Service Provider agrees to the terms and conditions cited under WIA and Department of Labor (DOL) legislation and regulations.
2. All individuals enrolled by the Service Provider shall meet the WIA Title I Youth eligibility criteria as established and mandated by the Workforce Investment Act of 1998 and the Youth Council. All in-school youth must be classified academically as high school seniors. Individuals must be San Bernardino County residents (excluding the City of San Bernardino).
3. The Service Provider may enroll more than the number of participants specified in the Contract if there are sufficient contract funds in the Service Provider's budget available to serve additional participants. Over-enrollments require advance approval by the WDD staff.
4. The Service Provider shall administer the designated Program Elements in accordance with the Youth Program Request for Proposal (RFP) and contract policy as approved by the Youth Council, Local Workforce Investment Board, County Board of Supervisors and WDD.
5. Not more than five percent (5%) of LWIA youth enrolled may be individuals who do not meet the income criterion for eligible youth. Prior to enrolling 5% youth, WDD approval is required. Ref. WIA §129 (c) 5.
6. Participation in the training activities shall be for a reasonable length of time, based on the needs of the participant, and shall be documented in the ISS.
7. Service Provider agrees that subcontractors with responsibility for providing direct services to participants, as well as the Service Provider, will attend conferences, seminars, and/or meetings, as designated by WDD, in order to remain updated on Youth Program developments and policies.
8. Service Provider shall develop, implement, and maintain written programmatic and fiscal procedures covering all aspects of the services provided under its program.
9. Service Provider shall provide an adequate number of qualified staff to operate an effective program for the number of participants enrolled.
10. Basic and remedial education must be provided by qualified teachers.
11. The Service Provider agrees to maintain internet access with an established e-mail address. The Service Provider will notify WDD within 2 business days of an e-mail address change.

B. Program Activities / Services

The Service Provider shall:

1. Conduct the necessary outreach and recruitment activities to ensure full contractual enrollment numbers. Establish recruitment processes that will target groups, such as foster care youth, school dropout, pregnant and parenting youth, and offenders.
2. Coordinate determination of eligibility for youth applicants with WDD staff. Assist with collection and submittal of all original eligibility documentation for review and final approval. No youth will be allowed to begin receiving services until eligibility determination has been completed by WDD staff.
3. Provide each youth with an objective assessment. Standardized assessment tests will be used for assessment of basic skills (educational functioning levels), career interests and aptitudes, and work readiness needs. Reasonable accommodations for individuals with disabilities and/or special needs will be provided to allow for participation in the assessment process. Supportive services may be assessed through individual interviews and/or evaluation tools by the provider.
4. Develop the Individual Service Strategy (ISS) Plan in conjunction with each participant. The ISS shall identify primary educational and employment goals, and describe the training activities and appropriate services the youth will receive to achieve those goals. <u>All youth</u> must be assessed to determine basic skills levels. Those that are determined basic skills deficient must have, documented on the ISS, a plan which addresses the deficient basic skills and planned services. The ISS must be reviewed with the participant, at minimum, quarterly and adjusted, as necessary, to evaluate the progress of the participant's services and activities. This continued evaluation will ensure progress is being made toward the achievement of the participant's employment goals, training objectives, and advancement of one or more educational functioning levels within the program year.

SAMPLE

5. Maintain on file all pre-testing and post-testing documentation, grade reports, test scores, documents showing skills competencies acquired, certificates of completions issued, State certified licenses, credentials, diplomas, etc.

6. Provide at least a minimum of two of the four priority elements: occupational skill training, paid/unpaid work experiences, internships and job shadowing; leadership development opportunities; literacy/numeracy basic and remedial education, including tutoring, study skills training, and instruction leading to the completion of secondary school including dropout prevention strategies.

7. Provide or have the capability of providing all ten (10) of the required program elements. Each youth participant shall receive services covering the elements that have been identified through the objective assessment and listed on the individual's ISS. These elements may be provided one at a time or in any combination.

8. Provide preparation for unsubsidized employment opportunities and facilitate effective connections to intermediaries with strong links to the job market and local and regional employers.

9. Develop a Worksite Agreement (WSA) for all participants enrolled in paid work-based activities. WSAs must be signed by the participant, service provider and the worksite operator. The Service Provider shall maintain on file a copy of the WSA with one (1) copy forwarded to WDD, and one (1) copy each given to the worksite supervisor and the participant.

10. The Service Provider and its linking agencies shall monitor and maintain daily attendance. At a minimum, participant's progress must be monitored and documented monthly.

11. Provide twelve (12) months of follow-up services to the youth after s/he exits the program. The type of follow-up services provided and the duration of the services will be based upon the needs of the individual. The Service Provider, whenever possible, will meet with the youth to determine what follow-up services are needed. At a minimum, from the exit date of the youth from program services, follow-up contact and applicable services must be provided at the 30th and 60th day, and the first, second, third, and fourth quarters. Follow-up services will be provided during the contract period.

12. Ensure that eligible applicants, who do not meet the requirements of the Service Provider's training program, or applicants who cannot be served, are referred to the local Employment Resource Center (ERC) for further assessment.

13. Require all participants to register on-line at www.csb-win.org

C. **Payment of Benefits and Wages**

1. Participants employed in activities authorized under this Contract shall be paid wages which shall not be less than the highest of the following: (a) the minimum wage under Section 6 (a)(1) of the Fair Labor Standard Act of 1938; (b) the minimum wage under the applicable State or local minimum wage law; or (c) the prevailing rates of pay for individuals employed in similar occupations by the same employer.

2. A trainee shall receive no compensation for employment activities in which the trainee fails to participate. Attendance/time sheets must match paid hours.

3. Fringe benefits, which are paid on behalf of participants in Paid Work Experience, shall include, but are not limited to, FICA and Workers' Compensation Insurance Coverage. WIA funds cannot be used for the participant's portion of retirement benefits.

D. **Subcontracts / Linkages**

1. Service Provider agrees not to enter into any sub-agreements for work contemplated under this Contract without first obtaining written approval from WDD. Any subcontractor and/or linking agency shall be subject to the same provisions as the Service Provider. Service Provider shall be fully responsible for the performance of any subcontractor and/or linking agency.

2. Service Provider, using another party to provide services under this Contract, shall document such services with a formalized agreement. The Service Provider shall develop written agreement formats that shall include, but are not limited to, the following requirements:

    - Compliance with the Workforce Investment Act (WIA) and its regulations.
    - Stipulation to hold the County harmless as a result of subcontracting.
    - Statement of training and other applicable services to be offered by the subcontractor.
    - Indemnification and Insurance requirements imposed on the subcontractor.

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- Method of payment to subcontractors.

3. Copies of all formalized agreements must be forwarded to the County for approval prior to contract execution. The Service Provider acknowledges the requirements and agrees to furnish such agreements as a condition to receiving payment.
4. The Service Provider shall provide written notification to the County of any default, termination, or findings of disallowed costs under these formalized agreements. This written notification will be submitted within five (5) working days from the date the Service Provider realized the breach of the formalized agreement(s).
5. Service Provider is responsible for monitoring its off-site WIA program activities. Service Provider's staff shall make a written record of their findings and share them with the appropriate WDD staff. Copies of the findings must be available for review by the County. The Service Provider is responsible for developing its own monitoring guide and for documenting visits made by its staff.

E. **Internal Management**

1. By October 31, 2007, the Service Provider is required to have one hundred percent (100%) of contracted youth enrolled. Failure to meet this requirement may result in funds being recaptured in part or in total.
2. The Service Provider will expend Contract funds at an efficient rate to ensure full usage of Contract funds, as indicated in the budget document, for the continuous provision of youth services throughout the term of the Contract. The Service Provider will track expenditures carefully to ensure this requirement is met and to ensure the proper expenditure rate for out-of-school youth is met, if this population is being served.
3. From time-to-time, performance data on participant enrollments and exits will be provided by WDD to the Service Provider. The Service Provider will be responsible for review and validation of the reported information. Any variance in the data must be supported by documentation and submitted to WDD within **ten (10) days of receipt of the report**.

F. **Failure to Perform**

The Service Provider assumes full responsibility for performance of this Contract and any sub agreements executed pursuant to or funded by this Contract, and hereby agrees to indemnify the County for the failure, or non-performance or default of any of its subcontractors. Further, the Service Provider assumes full liability and agrees to reimburse the County for the Service Provider's or any of its subcontractor's failure to comply with any term, condition of the WIA Act, Rules and Regulations, or this Contract.

G. **Non-Duplication of Service**

1. Funds provided under this Contract shall only be used for activities that are in addition to those which would otherwise be available in the service delivery area in the absence of such funds.
2. Funds provided under this Contract 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 establishes that alternative services or facilities would be more effective or more likely to achieve performance goals.
3. All education programs for youth, supported with funds provided under Title I, shall be consistent with applicable State and local educational standards. In addition, the standards and procedures, with respect to the awarding of academic credit and certifying educational attainment in programs under Title I, shall be consistent with the requirements of applicable State and local laws and regulations.
4. The Service Provider and its respective linking agencies and/or subcontractors must ensure that youth program services are not duplicated.

VI. COUNTY RESPONSIBILITIES

The County shall:

A. Assign a WDD staff to establish a communication process between the Service Provider and WDD to ensure eligibility determination is in compliance with WIA regulations, which will limit County financial risk.

B. Determine eligibility for all individuals referred or recommended for services under this contract. WDD Youth Team will coordinate with the Service Provider to provide eligibility determination services at the Service

SAMPLE

Provider's designated site and reduce the inconvenience to the participant and/or families in completing the eligibility process.

C. Provide timely response for participant acceptance or denial into the WIA program so that the Service Provider has the ability to recruit additional eligible youth to meet contractual obligations.

D. Provide an orientation program to all participants regarding WIA Youth program elements and expectations, grievance procedures, and services and programs available at the WDD Employment Resource Centers.

E. Work in partnership with the Service Provider, on a continuous basis, to ensure program participants receive the assistance they need to be successful in their program.

F. Review program performance on a periodic basis, allowing for timely technical assistance and/or other action.

G. Provide workshops, conferences, and/or meetings to inform and update Service Providers regarding program policies and developments.

H. Implement corrective action plans, which will include deadlines for compliancy.

VII. PERFORMANCE REQUIREMENTS

A. Program Performance

1. Each Service Provider must operate their respective program to meet the WIA Title I Youth Core Measures of Performance and the Performance Rates that have been negotiated between the State and the LWIB. These measures and rates are as follows:

Youth ages 14-18 (including Out-of-School Youth)

- Rate of attainment of basic skills or occupational skills – Eighty-five percent (85%) Performance Rate
- Rate of attainment of high school diploma or equivalent – Seventy percent (70%)
- Rate of placement and retention in post-secondary education, advanced training, military service, employment or qualified apprenticeships. Sixty percent (60%) Performance Rate
- Index of customer satisfaction – A single customer satisfaction measure for both youth and employers working with youth will be used.

Youth ages 19-21 (including Out-of-School Youth)

- Entered employment rate – Seventy percent (70%) Performance Rate
- Employment retention rate – Eighty percent (80%) Performance Rate
- Average change in earnings – $3,500 in six months' Performance Rate
- Rate of attainment of skills credential – Forty percent (40%) Performance Rate
- Index of customer satisfaction – A single customer satisfaction measure for both Youth and employers working with youth will be used.

2. WIA records at WDD shall be used by the County to substantiate the Service Provider's performance.

B. Performance Review and Evaluation

1. To ensure effective utilization of WIA funds, the Service Provider's performance shall be reviewed and evaluated by the County on a periodic basis to determine if the performance requirements are being met and whether the budgeted funds are being expended according to the terms of this Contract. Based on the outcomes of the review, the amount of funds originally provided to the Service Provider may be altered as follows, or the County may simply terminate the Contract in accordance with the terms of this Contract:

   <u>De-obligation</u>: The County may de-obligate funds, in part or in full, when the County determines in its sole and absolute discretion that the review indicates that funds were over-allocated, based upon the projected performance to be achieved by the Service Provider, or under-expended in program costs, or the Service Provider is not able to fully expend the total funds within the term of the Contract.

SAMPLE

Re-obligation: The County may add funds into the Contract when the County determines in its sole and absolute discretion that the review indicates the Service Provider may exceed the performance requirements, and where the expenses, as a result of the over achievement, may exceed the amount originally allocated; however, an amendment to the Contract to add funds is subject to the availability of WIA funds received by the County.

2. The Service Provider shall agree and comply with the review and evaluation above.

C. **Correction of Performance Deficiencies and Termination**

1. If County determines in its sole and absolute discretion that the Service Provider has failed to comply with any of the provisions, covenants, requirements, or conditions of this Contract, the County may immediately terminate this Contract as provided in Section II, or in its sole and absolute discretion, the County may:

   a. Afford Service Provider a time period within which to cure the breach. This period shall be established at the sole discretion of WDD; and/or,

   b. Discontinue reimbursement to Service Provider for and during the period in which Service Provider is in breach. The Service Provider shall not be entitled to later recovery; and/or,

   c. Withhold funds during the duration of the breach; and/or,

   d. Offset against any monies billed by the Service Provider, but yet unpaid by the County, those monies disallowed; and/or,

   e. Impose liquidated damages, in increments of $5,000, which will reduce the total reimbursable amount of the Contract by the amount(s) levied and not claimable by Service Provider. This remedy shall only be used when reasonable efforts to correct a performance or violation deficiency have failed to correct the problem, or in circumstances of unacceptable or negligent performance of Service Provider as determined by County. There is no limit to the number of adjustments the County may levy.

2. The County's decision to exercise one or more of the options set forth in this section shall in no manner restrict, modify, or otherwise alter the right of the County to terminate this Contract in accordance with Section II.

3. County shall give Service Provider notice of any action pursuant to this subdivision, but such notice shall not be a pre-requisite of the County's right to take action pursuant to this section.

VIII. COMPLAINT AND GRIEVANCE PROCEDURES

A. The Service Provider shall develop and maintain procedures to be used for resolving complaints which the Service Provider receives regarding terms and conditions of the participant's training or other applicable services and/or complaints/grievances arising in connection with WDD programs and activities. A minimum of two staff will be required to be involved with the complaints and grievance process.

B. The procedures must include these steps:

Action:	Timetable for Resolution:
1. Complaint/grievance identified verbally and discussed by participants with: Program Supervisor	Same Day or within 90 days of the day the action or decision occurred. Program Supervisor is to contact the participant within 3 business days to discuss complaint. If not resolved, go to next step.
2. Complaint/grievance identified in writing and discussed with: Program Director	Same day or within 7 business days of the day participant spoke with supervisor. If not resolved, go to next step.
3. Initial hearing on grievance: complainant, witnesses, Service Provider and WDD staff analyst meet to resolve grievance.	Within 25 days after participant spoke with Program Supervisor about complaint. If not resolved, go to next step.

SAMPLE

Action:	Timetable for Resolution:
4. WDD Equal Opportunity Officer – Completion of DWD 181C – Program Complaint and Grievance Request for Hearing	Within one year after participant spoke with Program Supervisor about complaint.

C. The Service Provider shall provide each participant with a copy of its internal Participant Complaint and Grievance Procedures upon enrollment into the program. The Service Provider shall maintain, on file, a copy signed by the participant, with the second signed copy given to the participant.

D. The Service Provider shall not discriminate or retaliate against any person, or deny to any person a benefit because such person has filed any complaint, instituted or caused to be instituted any proceeding, has testified, or is about to testify in any investigation, or has provided information or assisted in any investigation.

E. All Discrimination Complaints will be handled as provided for in Section XII.

F. Nothing in this Section VIII shall restrict, modify, or otherwise alter the right of the County to terminate this Contract as provided in Section II.

IX. FISCAL PROVISIONS

A. Cost Allocation Plan and Methodology

The Service Provider shall submit to WDD for approval a Cost Allocation Plan for cost reimbursement contracts. The plan will explain the allocation method used to distribute allowable direct and indirect costs. Such a plan will describe the method for the distribution of allowable costs to the benefiting/funded program(s) and cost categories using reasonable and equitable distribution methods to ensure each funding source is fairly charged. The Plan will include the process for distributing costs that benefit more than one final cost objective, and insure that costs are equitably distributed to all benefiting activities.

B. Service Provider's Accounting Systems

1. Service Provider warrants that it has adopted and will make available internal management systems policy and/or procedure manuals.
2. Service Provider's financial and accounting system will reflect standard accounting practices and shall include records of expenditures, claims for reimbursements, cash payment, check deposits, and evidence of reconciliation with WDD records. Financial and accounting records shall be maintained in a ready condition for fiscal review, monitoring and audits, etc.
3. The Service Provider shall establish an internal control structure and fund accounting procedures as required by State, Federal, or local regulations, as deemed necessary, to assure proper disbursements of, and accounting for, funds paid to the Service Provider under WIA.

C. Compensation

1. Funding of this Contract is subject to continuing availability of WIA funds provided to the County during the contract period. The County will inform the Service Provider of any limitation of the availability of funds. The County also reserves the right to renegotiate any awarded contract amount(s).
2. The compensation to be paid to the Service Provider, as provided herein, shall be payment in full for all the Service Provider's services and expenses incurred in the performance hereof, including travel and per diem, as appropriate.
3. Funding of this contract is based upon Service Provider’s ability to seek and secure, from other sources, supplemental funding that is equal to or greater than thirty-five percent (35%) of the total contract awarded (WIA funds). These funds must be allocated to offset WIA program costs and documented in the program year budget. The service provider will report on the monthly reimbursement claims when the leveraged funds are received and used.
4. The Service Provider shall be paid on a Cost-Reimbursement basis for allowable, reasonable and budgeted expenses under the terms and conditions of this Contract. The Service Provider shall invoice

SAMPLE

the County on a monthly basis for expenditures actually incurred during the previous month(s). **Administrative Costs are limited to ten percent (10%) of the total invoiced expenditures**.

5. Prior to submitting the first claim for reimbursement, the Service Provider will provide the County a completed taxpayer identification number and certification form (if one is not currently on file with the Auditor-Controller's Office).

6. The claim for reimbursement is to be submitted on an approved format provided by WDD no later than ten (10) calendar days following the month of service. Reimbursement claims shall include supporting documentation for each expense classification, such as copies of payroll records, billing invoices or receipts for costs incurred. Cost allocation (percentage) on all supporting documents should be clearly marked. The Service Provider shall submit a claim for reimbursement to:

County of San Bernardino
Department of Workforce Development – Fiscal / WIA
215 North D St, Suite 301
San Bernardino CA 92415-0041

7. Payment shall be issued no later than forty-five (45) calendar days, after receipt by WDD Fiscal of the Service Provider's claim for reimbursement, if feasible, and provided Service Provider's claim is correct.

D. **Advance Payments**

1. The County may, at its sole discretion, approve an advance payment, up to a maximum of 15% of the Contract budget. Advance payment will only be approved for startup costs based upon the anticipated expenditures and cash flow needs of Service Provider. All advances will be repaid to the County within the first three months of the contract period. Advance payments are considered earned payments, unless an overpayment, monitoring finding, or audit makes repayment necessary.

2. Funds advanced shall be expended only in direct support of this Contract.

3. Release of advance funds and repayment are executed according to procedural rules adopted by WDD.

E. **Stop Payments**

1. Payments under this Contract may be suspended or terminated if grant funds to the County are suspended or terminated, or if the Service Provider refuses to accept additional conditions imposed on it by the Department of Labor, the State, or the County. In the event of such suspension or termination, the Service Provider will be paid, up to the date of suspension or termination, for any amount that is properly incurred by the Service Provider as a result of performance of this Contract.

2. WDD has the authority to withhold payments under this Contract, pending a final determination by the County, of questioned costs and/or expenditures or indebtedness to the County arising from past or present contracts between the County and the Service Provider.

F. **Purchase of Fixed Assets, Equipment and Property**

1. The purchase, lease, or lease to purchase of fixed assets, equipment or property using funds provided by WIA and costing more than $500, requires advance approval by WDD. Request to purchase, lease, or lease to purchase said equipment must follow the procedural rules adopted by WDD.

2. Any property, equipment, assets furnished to a Service Provider by the County and/or purchased by a Service Provider with funds from WIA must be used in connection with, and/or support of, WIA training programs.

3. Any property, equipment, or assets furnished to the Service Provider by the County and/or purchased by a Service Provider with funds from WIA shall remain the property of the State of California / County of San Bernardino regardless of whether this Contract is terminated by any party. Within ninety (90) days of Contract termination or expiration, the Service Provider shall return such property, equipment or assets to the County in a reasonable and expeditious manner, and execute any documents required by the County to ensure the County takes free and clear title to such property, equipment or assets.

G. **Program Income**

1. Program income is defined as income received by the Service Provider directly generated by a grant or sub grant support activities, or earned only as a result of the grant or sub grant.

SAMPLE

2. Such income includes income from fees for services performed, conferences, use or rental of real or personal property acquired with grant/sub grant funds, sale of property or sale of commodities, or items fabricated under a grant/sub grant, from revenues earned by governmental/public or private non profit agencies in excess of the actual costs incurred in providing the services and from interest earned on advance of grant/sub grant funds, etc.

3. The Service Provider may retain any program income earned only if such income is added to the funds committed to the WIA grant and used for WIA purposes, and under the terms and conditions applicable to the use of the grant. The Service Provider, receiving funds under WIA, shall maintain records sufficient to determine the amount of income received, and the purpose for which such income is utilized.

H. **Auditing Requirements**

1. When required by the Act and its Regulations, Service Provider will hire a licensed Certified Public Accountant (CPA), who shall prepare and file with the County, a certified audit of related expenditures. Audits shall be performed annually in accordance with Generally Accepted Accounting Principles (GAAP) and/or Generally Accepted Government Accounting Standards (GAGAS). In addition to the requirements of GAAP/GAGAS, the auditor will determine whether the Service Provider has complied with laws, regulations, and the provisions of the Contract.

2. Service Providers who fall under the revised audit requirements of OMB Circular A-133, and have expenditures of $500,000 or more in Federal funds in any one fiscal year ending prior to December 31,2003, must procure a single audit. Title 29 CFR Sections 95.26 and 97.26 require each entity receiving funds under the WIA to comply with Title 31 United States Code (USC) Chapter 75.

3. As a condition of receiving WIA funds, the independent auditor or monitor of the LWIA and the Employment Development Department (EDD) auditors, investigators, monitors and their representatives shall, at all times during the period that the grant is in force, and for a period of four years thereafter, have access to all related records and financial statements and to individuals with knowledge of the records and financial statements as may be necessary to ensure compliance with the WIA statute, regulations and directives.

4. The Service Provider will be responsible for providing the County with information that will assist the County in determining if the Service Provider has met its audit requirements. This responsibility may include, but is not limited to, providing the County with a copy of the Service Provider's Annual Audit Report.

5. The County is not responsible for arranging or paying for audits outside the Contract. The responsibility for audits will be that of the Service Provider.

6. 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 Contract, the Act or its Regulations.

7. The Service Provider acknowledges that the County of San Bernardino may not contract with any organization, which is not in compliance with these requirements, and/or payment to the Service Provider may be withheld if the Service Provider fails to comply with the request.

I. **Year-End / End of Contract Report**

Within thirty (30) days following the termination of this Contract, the Service Provider shall submit the Year-End/End of Contract Financial Closeout and all final claims for funds under this Contract. It must accurately reflect all actual costs during the term of this Contract. In the event the Service Provider does not submit the closeout within the prescribed time limits, the County reserves the right to unilaterally prepare and finalize the financial report, using the latest paid invoices and WDD payment records. All excess payments paid to the Service Provider, but not expended, shall be returned to the County as a result of the Year-End/End of Contract Financial Closeout Report.

J. **Additional Stipulations**

1. The Service Provider shall assure that funds provided by this Contract must be used exclusively for activities authorized under this Title I Program. Commingling and/or diverting funds to support the activities of other programs is NOT authorized. Documentation supporting expenditures should be readily available at all times for audit and monitoring purposes.

SAMPLE

2. For cash management, the Service Provider shall not be required to maintain a separate bank account for this training program, but shall separately maintain an account for Federal funds (including WIA) on deposit in a bank insured by Federal Deposit Insurance Corporation (FDIC).
3. The Service Provider shall not incur expenditures prior to the commencement date or after the termination date of this Contract. In addition, at the expiration of this Contract or upon termination prior to the expiration, funds not obligated or expended shall revert to the County.
4. The Service Provider shall be responsible for any funds expended on participants who were found ineligible for WIA services or found in violation of rules, regulations, grant, or Contract.
5. The County reserves the right to negotiate the percentage of the total contract amount directly expended on youth.

X. PELL GRANTS AND OTHER EDUCATIONAL ASSISTANCE FUNDS

A. WIA funds should be used to supplement, not supplant, training resources available through Educational Assistance Programs (Title IV). Both WIA funds and Educational Assistance funds may be used to pay costs for the same participant, as long as the Service Provider can demonstrate that WIA funds did not duplicate payments from other sources. This paragraph applies to all Federal and State educational assistance grants that may include, but are not limited to, Pell Grant, SEOG, Cal Grant A, B, C, etc. The Service Provider further agrees to reduce the training costs by the amount of financial aid or grant received by the Service Provider on behalf of the participant.

B. When grant monies have been awarded to a participant, prior to disbursement, the Service Provider agrees to contact WDD and advise of the award amount. An agreement shall be reached among the participant, the educational institution, and WDD, which indicate how the award monies shall be used.

C. Title IV funds should be used first for tuition/training costs. If there are remaining monies, then the remaining monies can be used for supportive services, books, materials, fees, etc.

D. The Individual Service Strategy (ISS) shall reflect WDD's arrangement with the educational institution, the participants' training-related financial assistance needs, and the mix of WIA and financial aid assistance, if applicable.

E. For more details on the use of Educational Assistance (Title IV) funds, which are not described in this paragraph, the Service Provider should consult WDD or refer to Field Memo 98-26, dated March 13, 1998, for guidance.

XI. INDEMNIFICATION AND INSURANCE

A. Indemnification

The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

B. Insurance

Without in any way affecting the indemnity herein provided, and in addition thereto, the Contractor shall secure and maintain, throughout the Contract, the following types of insurance, with limits as shown:

1. **Workers' Compensation** – A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

SAMPLE

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

2. **Comprehensive (Commercial) General and Automobile Liability Insurance**

   a. This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars ($1,000,000).

   b. Contractors providing transportation services to WDD participants and/or members of their households must also provide proof of Comprehensive Automobile Liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than two million dollars ($2,000,000).

C. **Policy Endorsements and Other Requirements**

1. **Additional Named Insured** – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.

2. **Waiver of Subrogation Rights** – Contractor shall require the carriers of the required coverages: Workers' Compensation, Comprehensive (Commercial) General Liability, and Automobile Liability, to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.

3. **Policies Primary and Non-Contributory** – The Comprehensive (Commercial) General Liability insurance policy is to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County of San Bernardino.

4. **Proof of Coverage** – Contractor shall immediately furnish certificates of insurance to the County evidencing the insurance coverage, including endorsements required above, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the County, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.

   Note: Send certificates of insurance and other proof of coverage to:

   County of San Bernardino
   Department of Workforce Development
   215 North D St, Suite 301
   San Bernardino, CA 92415-0041

5. **Insurance Review** – The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance

SAMPLE

coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

XII. EQUAL OPPORTUNITY REQUIREMENTS

A. Requirements

Service Provider agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246 (as amended by Executive Orders 11375, 11625, 12138, 12432, and 12250); Title VII of the Civil Rights Act of 1964; the California Fair Employment and Housing Act; and other applicable Federal, state and County laws, regulations and policies, including laws and regulations hereafter enacted. In addition to the above laws, all Service Providers who receive WIA funding must comply fully with the nondiscrimination and equal opportunity provisions of the following laws: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; Section 188 of the Workforce Investment Act of 1998; Title 29, CFR Part 37; and all other regulations implementing the laws listed above.

B. Compliance

Service Providers shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or belief, or disability. The Equal Opportunity is the Law form, which explains the nondiscrimination and equal opportunity provisions of WIA, shall be provided to each participant. All complaints that allege discrimination on the bases listed above will be referred to the WDD Equal Opportunity Officer for action.

XIII. GENERAL PROVISIONS

A. 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 contract.

B. The Service Provider shall obtain permission, in writing, from the County prior to publication of any advertisement of its program that reflects its relationship to/with WDD, the US Department of Labor, State of California or the County.

C. The Service Provider agrees that it will not perform any religious proselytizing activities in connection with performance of this Contract. Service Provider will ensure no staff will conduct activity intended to influence legislation, administrative rule making or the election of candidates for public office during the time compensated under this Contract or under representation such activity is being performed under this contract.

D. No person or organization may charge an individual a fee for the placement or referral of such individual in a training program under the Act.

E. The Service Provider shall establish and implement appropriate internal program controls and management procedures to prevent fraud, abuse and criminal activity. The Service Provider shall also establish a reporting process to insure that the County is notified immediately of any allegation of program-related fraud, abuse or criminal activity.

F. In the event the Service Provider ceases to provide services, copies of all records (including participant records) relating to the projects or activities that are the subject of this contract shall be furnished to the County.

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XIV. RIGHT TO AUDIT AND MONITOR

A. The U.S. Department of Labor, the State of California including the Auditor General, or any subdivision or appointee thereof, and the County or any subdivision or appointee thereof, reserve the right to review and audit the Service Provider's program at any time, as deemed necessary, before, during, and/or after the period of this contract. They shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Service Provider in the delivery of services provided under this contract.

B. The County will monitor and visit, announced or unannounced, the Service Provider's program, including visits to all locations, offices and training sites at any time during normal business hours. The monitoring shall be conducted in accordance with WDD Administrative Manual, dated August 31, 2005, and the WDD Monitoring Guide. The monitoring activities become part of the Contract requirements.

C. Service Provider shall cooperate with the County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by the County, State and Federal Government.

XV. ADDITIONAL REQUIREMENTS

A. Service Provider's Management Systems

The Service Provider will develop and make available to the County policy manuals or procedures, which include, but are not limited, to outreach, recruitment, eligibility verification and determination, orientation, assessment and individual service strategy plan (ISS), ten elements and supportive service(s) implementation, counseling services, documentation of skills acquisition, deficiencies/proficiencies in training, pre- and post-testing policy, completion of training, license/certificate/credentials, job placement, verification of job placement, post-program follow-up and WIA automation forms.

B. Availability of Records

1. All records pertaining to service delivery and all fiscal, statistical, and management books and records shall be available for examination and audit by County, Federal, and State representatives. Program data shall be retained locally and made available upon request or turned over to the County. If said records are not made available at the scheduled monitoring visit Service Provider may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed $50 per hour (including travel time) and be deducted from the following month's claim for reimbursement.

2. Records of the Service Provider that do not pertain to the program shall not be subject to audit unless provided for in another agreement.

3. Service Provider shall provide all reasonable facilities and assistance for the safety and convenience of County's representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as to not unduly delay the work of the Service Provider.

C. Maintenance of Records

1. Records, in their original form, shall be maintained on file to comply with requirements prescribed by WIA and/or the County with respect to all matters covered by this Contract. Such records shall be retained for a period of four (4) years after termination of this Contract, and/or until all other pending matters are completed. "Pending Matters" include, but are not limited to, audit, litigation, investigation, or other actions involving records. If this is the case, the Service Provider will retain the records until the resolution of such audit or litigation is completed.

2. Participant records to be maintained by the Service Provider shall include, but are not limited, to the following documents: orientation/case notes and training evaluations, complaint and grievance procedures, school policies, training information and schedules, eligibility documentation, objective assessment results, individual services strategy (ISS), WIA-required forms, work experience or OJT

SAMPLE

agreement (if applicable), supportive service(s), pre- and post-test results, certificate(s) of completion, State certified license, certificate, credential, diploma, employer's verification of employment, documents related to program performance and follow-up services provided, certification of employment with employer-assisted benefits, timecards, payroll register, other papers, etc.

D. Conditions of Employment or Training

1. Conditions of employment or training shall be appropriate and reasonable in light of such factors as the type of work, geographical region, and proficiency of the participant.

2. The Service Provider shall comply with the Labor Code of California, the Child Labor Laws in California, the Child Labor Standards Act, Assembly Bill 1900 - Employment of Minors, and all other regulations with respect to employment, wages, hours of labor, and industrial safety, if applicable.

3. Health, safety, and fire clearance 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 Contract who is engaged in activities which are not covered by health and safety standards under Occupational Safety and Health Act of 1970, the Service Provider shall prescribe, by regulation, such standards as may be necessary to protect the health and safety of such participants.

4. No program under the Act shall impair (1) existing contracts for services, or (2) existing collective bargaining contracts, unless the employer and the labor organization concur, in writing, with respect to any elements of the proposed activities that affect such Contract.

5. 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 whose wages are subsidized under the Act.

6. The Contract 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 Service Provider 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.

E. Prohibition of Activities

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

2. No funds provided under this Act shall be used or proposed for use to encourage or induce the relocation of an establishment, or part thereof, that results in a loss of employment for any employee of such establishment at the original location.

3. None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for, or to promote, any partisan or non-partisan political activity, or to support or defeat any pending legislation or administrative legislation.

4. The Service Provider is prohibited from using funds under this Contract for the purpose of instituting legal proceedings or legal disputes against the County or its official representatives.

F. Patents, Inventions and Copyrights

If any project produces patentable items, patent rights, and/or discovery or inventions in the course of work under a Federal grant or agreement, the Service Provider shall report the fact promptly and fully to the County.

The County, or the State, or the DOL representative shall determine how the rights on the invention or discovery, including licensing, reproduction, publishing, utilization and royalty will be administered in order to protect the public interest consistent with the government policy.

SAMPLE

The County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract, including those covered by copyright. The County reserves the right to authorize others to use or reproduce such material.

G. Disallowed Costs

If the County determines in its sole and absolute discretion, through monitoring, audit, investigation, or review of fiscal records, that any disbursements made under this Contract are disallowed costs, the Service Provider shall be notified and given the opportunity to justify the questioned costs prior to the County's final determination of disallowed costs. If the County, in its sole and absolute discretion, determines that the costs are disallowed, reimbursement to the County of said amounts must be made within forty-five (45) days after official notification from the County. If said reimbursement is not made within the stated time, the County may withhold said amount from non-Federal funds that may be due or become due to the Service Provider. The resolution shall be executed in accordance with the Department's Procedures on Audit Resolution of August 9, 2005.

H. Independent Capacity

In the performance of the Contract, Service Provider, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County.

I. Service Provider Primary Contact

The Service Provider will designate an individual to serve as the primary point of contact for this Contract. Service Provider shall notify WDD when there is a change in the primary point of contact. Service Provider or designee must respond to County inquiries within two (2) County business days.

J. Change of Address

Service Provider shall notify the County, in writing, within ten (10) business days of any change in mailing address.

K. Contract Assignability

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

L. Contract Amendments, Extensions and Waivers

Service Provider agrees that any alterations, variations, modifications, or waivers of provisions of the Contract shall be valid only when they have been reduced to writing, duly signed and attached to the original of the Contract, and approved by the required persons and organizations. WDD retains the option to amend the Contract, as necessary, in accordance with requirements contained in any future Federal or State legislation, regulations, or policy.

Subject to availability of continuing funding and to the Service Provider’s meeting all performance and administrative requirements, the contract may be extended for an additional year. No waiver of any provision of this Contract shall be deemed, for any purpose, to be a waiver of any other provisions, or to be a continuing or subsequent waiver of the same provision.

M. Lawsuits

Service Provider understands and agrees that any and all legal fees or costs associated with lawsuits against the County concerning this Contract shall be the Service Provider’s sole expense and shall not be charged as a cost under this Contract. In the event of any contract dispute hereunder, each party to this contract shall bear its own attorney’s fees and costs regardless of who prevails in the outcome of the dispute.

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N. Conflict of Interest

1. Service Provider shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or sub-Service Providers and the County. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and State law. In the event that County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by County and such conflict may constitute grounds for termination of the Contract. Service Provider shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.

2. The Service Provider 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 sub-Service Providers; or where such person knows or should have known that:

    a. A member of such person's immediate family, partner, or organization has a financial interest in the subcontract; and

    b. The sub-Service Provider is someone with whom such person has negotiated or is negotiating any prospective employment.

3. This provision shall not be construed to prohibit employment of persons with whom Service Provider's officers, employees, or agents have family, business, or other ties, so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

4. Officers or employees of the Service Provider 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 Service Provider or the County.

5. The Service Provider shall not subcontract with a former director, officer, or employee within a two (2) year period following the termination of the relationship between said person and the Service Provider.

6. When conducting business involving close personal friends and associates, executives and employees will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, when administering the Contract, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates.

7. Employment of, or representation by, former County administrative officers:

    a. The Service Provider agrees to provide (or has already provided) information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Vendor. The information provided includes a list of former county administrative officials who terminated county employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of the Service Provider. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

    b. If, during the course of the administration of this agreement, the County determines that the Service Provider has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

    c. This Contract contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise, and any other Contract between the parties hereto. This Contract is not intended to and

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will not be construed to create the relationship of agent, employee, partnership, joint venture, or association between the County, LWIB, and the Service Provider.

O. Nepotism

No individual, related by blood, adoption or marriage to any Service Provider executive, person in an administrative capacity, employee or volunteer, shall be allowed to enroll for services or training provided by the Service Provider.

P. Confidentiality

1. Service Provider shall require its officers, agents, employees, volunteers and any sub-Service Provider to comply with the provisions of WIA Section136 (f)(3) and Section 444 of the General Education Provisions Act (20 U.S.C. 1232g) to assure that education records (or personally identifiable information contained therein) will be confidential and will not be open to examination for any person not directly connected with the administration, performance, compliance, monitoring or auditing of the services provided pursuant to this contract.

2. No person will publish or disclose, or use or permit, or cause to be published or disclosed or used, any confidential information pertaining to any applicant or recipient of services under this Contract.

3. Service Provider agrees to inform all sub-Service Providers, consultants, employees, agents and partners of the above provisions, and that any person knowingly and/or intentionally violating the provisions of this article is guilty of a misdemeanor.

Q. Compliance with Laws and Regulations

1. The Service Provider warrants and certifies that, in the performance of this Contract, it shall comply with all applicable laws, rules, and regulations of the United States, the State of California, and the County of San Bernardino. The Service Provider further warrants and certifies that it shall comply with any new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

2. Examples of applicable laws, rules, or regulations include, but are not limited to, the following:

   a. The WIA Public Law 105-220 1998, all regulations and any new legislation, regulation, or policy, which may replace or amend WIA.

   b. 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 WIA.

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

   d. Copeland Act (Anti-Kickback) and Hobbs Act (Anti-Corruption).

   e. Davis-Bacon Act of 1931 and Fair Labor Standards Act of 1938, as amended.

   f. Hatch Act of 1939, as amended October 1993 and California Political Reform Act of 1974.

   g. Equal Pay Act of 1963.

   h. Age Discrimination Act of 1975, and Age Discrimination in Employment Act.

   i. Military Selective Service Act, Section 3.

   j. Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990.

   k. Title IX of the Education Amendments of 1972 (Non-Discrimination on the Basis of Sex).

   l. Immigration Reform and Control Act of 1986.

   m. Executive Order 12549 (Debarment, Suspension, and Exclusion).

   n. Child Labor Laws in California; Child Labor Standards Act; Family and Medical Leave Act of 1993; Assembly Bill 1900 of January 1995: Employment of Minors.

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o. Drug-Free Workplace Act of 1988.

p. Anti-Lobbying and Disclosure of Lobbying Activities.

q. Pro-Children Act of 1994 – Service Provider will comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994.

r. Michelle Montoya School Safety Act of 1997.

R. Environmental Regulations

1. EPA Regulations – If the amount awarded to Service Provider under the Contract exceeds $100,000, Service Provider agrees to comply with Section 306 of the Clean Air Act (42 USC 1857 h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).

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

S. Recycling

Service Provider shall use recycled products, whenever practicable, in fulfilling the terms of the Contract. Recycled printed products shall include a symbol identifying the recycled material.

T. Notification

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

U. Report on Fraud and Abuse

The Service Provider shall establish and implement appropriate internal management procedures to prevent fraud, abuse and criminal activity. Further, the Service Provider 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 an emergency and/or fiscal nature, it shall be reported to the County by telephone and, immediately thereafter, a written report shall be submitted. Proof of such report will be maintained in the Service Provider's file. Report on fraud and abuse shall be executed in accordance with WDD Administrative Services Manual, August 9, 2005. In addition, theft or embezzlement from employment and training funds under WIA shall be subject to a fine or imprisonment, pursuant to §665 of Title 18, United States Code.

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XVI. CONCLUSION

This Contract is the full and complete document describing services to be rendered by Service Provider to the County, including all covenants, conditions, and benefits.

The signatures of the parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this Contract to be subscribed to by the Clerk thereof, and Service Provider has caused this Contract to be subscribed in its behalf by its duly authorized officers, on the day, month and year written.

COUNTY OF SAN BERNARDINO

► _____
Paul Biane, Chairman, Board of Supervisors

Dated:

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino

By: _____
Deputy

_____
Print or type Name of Contractor

► _____
Authorized Signature

Name: _____
Print or type name

Title: _____

Dated: _____

Address: _____

_____

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
► _____	► _____	► _____
County Counsel		Department Head
Date _____	Date _____	Date _____

Auditor/Controller-Recorder Use Only

☐ Contract Database	☐ FAS
Input Date	Keyed by

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