



**EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL**

**Meeting of
April 17, 2007**

AGENDA TITLE: Contract No. R760321-04/526 with Golden Sierra Job Training Agency for FY 06/07 and 07/08 California Rapid Response Special Project Funding, Retroactive to and Effective 1/1/07

DEPARTMENT: Human Services (CS)	DEPT SIGNOFF:	CAO USE ONLY: 3/29
CONTACT: John Litwinovich		
DATE: 3/27/2007 PHONE: 6163		

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:

Human Services, Community Services Division, recommends the Board:

1) Approve and authorize the Chairman to sign Contract No. R760321-04/526 with Golden Sierra Job Training Agency (GSJTA), in the amount of \$60,000, for provision of California Rapid Response Special Project services by El Dorado County as Area Partner Consortium Operator of the Golden Sierra Job Training Agency Consortium during the term January 1, 2007 through December 31, 2007, and further authorize Department Director John Litwinovich to execute subsequent documents relating to this Contract, including amendments thereto, contingent upon approval by Risk Management and County Counsel, that do not affect the dollar amount or the term and required fiscal and programmatic reports. 2) Approve a Budget Transfer Request in the amount of \$6,000 within the Human Services, Community Services Division, FY 2006/07 Budget, Fund 11-107-019 Workforce Investment Act Program (index code 531181) to incorporated new California Rapid Response revenues and corresponding appropriations.

CAO RECOMMENDATIONS: *Recommend approval. Laura A. Hill 4/4/07*

Financial impact? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Funding Source: <input type="checkbox"/> Gen Fund <input checked="" type="checkbox"/> Other
BUDGET SUMMARY:	Other: CA Rapid Response Special Project Funds
Total Est. Cost _____ \$60,000.00	CAO Office Use Only:
Funding	4/5's Vote Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Budgeted _____	Change in Policy <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
New Funding _____ \$60,000.00	New Personnel <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Savings* _____	CONCURRENCES:
Other _____	Risk Management <input checked="" type="checkbox"/>
Total Funding _____ \$60,000.00	County Counsel <input checked="" type="checkbox"/>
Change in Net County Cost _____ \$0.00	Other _____

***Explain** \$3,000 is being budgeted for FY 2006/07, and the remainder will be budgeted for FY 2007/08.

BOARD ACTIONS:

Vote: Unanimous _____ **Or**
Ayes:
Noes:
Abstentions:
Absent:

I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors

Date: _____

Attest: Cindy Keck, Board of Supervisors Clerk

By: _____



EL DORADO COUNTY
DEPARTMENT OF HUMAN SERVICES
John Litwinovich
Director

March 27, 2007

El Dorado County Board of Supervisors
330 Fair Lane
Placerville, California 95667

Members of the Board:

Title: Contract No. R760321-04/526 with Golden Sierra Job Training Agency for FY 06/07 and 07/08 California Rapid Response Special Project Funding, Retroactive to and Effective 1/1/07.

Recommendations:

Human Services, Community Services Division, recommends the Board:

1. Approve and authorize the Chairman to sign Contract No. R760321-04/526 with Golden Sierra Job Training Agency (GSJTA), in the amount of \$60,000, for provision of California Rapid Response Special Project services by El Dorado County as Area Partner Consortium Operator of the Golden Sierra Job Training Agency Consortium during the term January 1, 2007 through December 31, 2007, and further authorize Department Director John Litwinovich to execute subsequent documents relating to this Contract, including amendments thereto, contingent upon approval by Risk Management and County Counsel, that do not affect the dollar amount or the term and required fiscal and programmatic reports.
2. Approve a Budget Transfer Request in the amount of \$6,000 within the Human Services, Community Services Division, FY 2006/07 Budget, Fund 11-107-019 Workforce Investment Act Program (index code 531181) to incorporated new California Rapid Response revenues and corresponding appropriations.

Reasons for Recommendations:

On August 29, 2006 the State announced a grant funding opportunity for California Rapid Response Special Funding activities. Golden Sierra Job Training Agency submitted an application for said funding on September 15, 2006 with \$60,000 allotted for El Dorado and Alpine counties. Golden Sierra Job Training Agency was awarded \$190,000 for Rapid Response Special Funding activities on December 16, 2006. As an Area Partner Consortium Operator of the Golden Sierra Job Training Agency Consortium, El Dorado County will use the \$60,000 funding allocated under this Contract to assist employers within El Dorado and Alpine counties who are facing potential lay offs or cut backs due to slowing business. A portion of the funding will be used to establish a presence in the El Dorado Hills area where a high percentage of established and new small businesses operate. Although the term of Contract No. R760321-04/526 is effective retroactive to January 1, 2007, the contract was not received from Golden Sierra until March 22, 2007, and processing was expedited. County Counsel, Risk Management and Human Resources have approved this Contract, and a copy is on file with the Board Clerk.

Fiscal Impact:

This Contract allocates \$60,000 to El Dorado County for provision of Rapid Response Special Project activities during the term January 1, 2007 through December 31, 2007. \$3,000 is being budgeted for FY 2006/07, and the remainder will be included in the FY 2007/08 Budget Request. Allocated revenues are expected to cover all anticipated Program costs.

Net County Cost: Match requirements will be met on an in-kind basis.

Action to be Taken Following Approval:

Board Clerk to:

Provide Human Services, Community Services Division with three (3) copies of Contract No. R760321-04/526 with Golden Sierra Job Training Agency signed by the Chairman.

Sincerely,



John Litwinovich
Director of Human Services

AUDITOR / CONTROLLER'S USE	
TRANSFER #	27196
DATE	
CODE BY	

EL DORADO COUNTY APPROPRIATION TRANSFER (29130 GOV. CODE)

BUDGET TRANSFER REQUEST #1

Human Services -Community Services Div

DEPARTMENT OR AGENCY NAME

TO BE COMPLETED BY THE DEPARTMENT	
DOCUMENT TOTAL	6,000.00
NUMBER OF LINES	5
TRANSACTION CODE TOTAL*	46

3/28/2007
DATE

John L. Harn 6163
DEPARTMENT AUTHORIZATION SIGNATURE AND PHONE NUMBER

PAGE 1 OF 1

COMPLETE THE INFORMATION BELOW WITH JUSTIFICATION NARRATIVE OR ATTACH A MEMO.
REMOVE THE GOLD COPY AND SUBMIT COMPLETE REQUEST TO THE AUDITOR / CONTROLLER'S OFFICE.
A BUDGET TRANSFER MUST BE AT LEAST TWO LINES, NOT EXCEED TWENTY-SIX LINES AND USE AN "ODD AND EVEN" NUMBERED TRANSACTION CODE*

* 002 = INCREASE ESTIMATED REVENUE * 011 = INCREASE IN APPROPRIATION / BOS APPROVED
* 003 = DECREASE ESTIMATED REVENUE * 012 = DECREASE IN APPROPRIATION / BOS APPROVED

S F X	TRANS CODE NO.*	INDEX CODE NUMBER	SUB OBJECT NUMBER	USER CODE NUMBER	AMOUNT	DESCRIPTION (50 CHARACTERS MAX.)
1	002	531181	0880		3,000.00	FY 06/07 Budget Rev CA RR Special Project Fund
2	011	531181	3001		2,200.00	FY 06/07 Budget Rev CA RR Special Project Fund
3	011	531181	4260		100.00	FY 06/07 Budget Rev CA RR Special Project Fund
4	011	531181	4461		600.00	FY 06/07 Budget Rev CA RR Special Project Fund
5	011	531181	5301		100.00	FY 06/07 Budget Rev CA RR Special Project Fund
6						
7						
8						
9						
10						
11						
12						
13						

REVIEWED FOR FORMAT BY *Joe Harn* 3/28/07
JOE HARN, C.P.A. AUDITOR / CONTROLLER DATE

APPROVED AND SO ORDERED THAT THE ABOVE TRANSFERS BE MADE (AS REQUESTED OR AMENDED) AND INCORPORATED IN THE MINUTES OF THIS MEETING OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

00:2:00

CHIEF ADMINISTRATIVE OFFICE - ANALYST DATE SIGNATURE: CHAIRMAN, BOARD OF SUPERVISORS DATE

CHIEF ADMINISTRATIVE OFFICE DATE ATTEST: CLERK, BOARD OF SUPERVISORS

SHEET

Date Prepared: 3/23/07

Need Date: 3/26/07 RUSH

PROCESSING DEPARTMENT:

Department: Human Services

Dept. Contact: Joyce Aldrich

Phone #: 7276

Department Head Signature: *John Litwinovich*
John Litwinovich, Director

CONTRACTOR:

Name: Golden Sierra Job Training Agency

Address: 11549 F Avenue
Auburn, CA 95603

Phone: 916-823-4631

CONTRACTING DEPARTMENT: Human Services

Service Requested: Contract for provision of services under the California Rapid Response Special Project Funding

Contract Term: 1/1/07 to 12/31/07 Contract Value: \$60,000.00

Compliance with Human Resources requirements? Yes: X No: _____

Compliance verified by: Patti Barton 3/23/07

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: ✓ Disapproved: _____ Date: 3-27-07 By: *Carlan*

Approved: _____ Disapproved: _____ Date: _____ By: _____

ASSIGNMENT	DATE	ATTORNEY	DEPT. INDEX NO.	BY:
	<u>03/23/2007</u>	<u>ED SWAPP</u>	<u>581000</u>	<u>[Signature]</u>

PLEASE CALL AMY HIGDON AT 642-5506 FOR PICKUP TO HAND CARRY TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: ✓ Disapproved: _____ Date: 3/27/07 By: *J Costello*

Approved: _____ Disapproved: _____ Date: _____ By: _____

Please provide new county insurance certificate for this contract

Certificate of self-insurance attached.

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

2007 MAR 27 PM 12

Hand D-1 file rack

**SERVICE PROVIDER CONTRACT UNDER
THE WORKFORCE INVESTMENT ACT (WIA)
TABLE OF CONTENTS**

SECTION	PAGE
RECITALS.....	1
AGREEMENTS.....	1
1. <u>Contract Contents</u>	1
2. <u>Services</u>	2
3. <u>Evidence of Nonprofit Status</u>	2
4. <u>Term</u>	3
5. <u>Extension of Term</u>	3
6. <u>Payment/Reporting</u>	
(a) <u>Total Payment</u>	3
(b) <u>Final Report</u>	4
(c) <u>Allowable Claims</u>	4
(d) <u>Separate Accounting</u>	4
(e) <u>Minority Businesses</u>	4
(f) <u>Claim Funds</u>	4
(g) <u>Close-Out</u>	5
(h) <u>Travel and Per Diem Costs</u>	5
7. <u>Records, Reports, Audit Inspection</u>	
(a) <u>Establishment and Maintenance of Records</u>	5
(b) <u>Income Generation</u>	6
(c) <u>Additional Funding</u>	6
(d) <u>Reports</u>	6
(e) <u>Preparation of Records and Examination of Records and Facilities</u>	6
(f) <u>Participant Files</u>	7
(g) <u>Preservation of Records</u>	7
(h) <u>Documentation of Costs</u>	8
(i) <u>Support of Salaries and Wages</u>	8
(j) <u>Disallowed Costs</u>	9
(k) <u>Audit and Monitoring</u>	9
8. <u>Special Contract Conditions</u>	12
9. <u>De-obligation of Funds</u>	12
10. <u>Suspension or Disallowance of Payments/Suspension of Performance</u>	13

11. <u>Termination of Contract</u>	
(a) <u>For Debarment</u>	14
(b) <u>For Cause</u>	15
(c) <u>For Convenience</u>	16
(d) <u>Payment Upon Termination</u>	16
12. <u>Procedures for Corrective Action</u>	17
13. <u>Property</u>	18
14. <u>Intellectual Property Provisions</u>	19
15. <u>License for Use</u>	19
16. <u>Right to Reuse</u>	20
17. <u>Insurance</u>	20
18. <u>Facilities</u>	20
19. <u>Personnel</u>	20
20. <u>Debarment, Suspension, Termination and/or Revocation</u>	21
21. <u>Pro-Children Act of 1994</u>	22
22. <u>Prior Findings</u>	22
23. <u>National Labor Relations Board Certification</u>	22
24. <u>Wages</u>	23
25. <u>Nepotism</u>	23
26. <u>Small, Minority, and Women's Businesses</u>	24
27. <u>Conflict of Interest</u>	24
28. <u>Employment of Former State Employees</u>	24
29. <u>Nondiscrimination/Equal Opportunity</u>	25
30. <u>Section 504 of the Rehabilitation Act</u>	27
31. <u>Complaints/Grievances</u>	27
32. <u>Coordination of Programs and Activities</u>	27
33. <u>Licenses and Permits</u>	27
34. <u>Diligent and Time Performance</u>	27
35. <u>Standard of Performance</u>	28

36. <u>Confidentiality</u>	28
37. <u>Unauthorized Financial Benefit</u>	29
38. <u>Contingent Fee</u>	29
39. <u>Kickbacks</u>	29
40. <u>Fraud and Program Abuse</u>	29
41. <u>Political Activity/ Lobbying</u>	29
42. <u>Sectarian Activities</u>	30
43. <u>Delegation/Subcontract Assignment</u>	31
44. <u>Independent Contractor</u>	31
45. <u>Indemnification</u>	31
46. <u>Laws</u>	32
47. <u>Clean Air and Clean Water</u>	32
48. <u>Press Releases and Communications</u>	33
49. <u>Immigration Reform and Control Act of 1986</u>	33
50. <u>Drug-Free Workplace Certification</u>	33
51. <u>Child Support Compliance Act</u>	34
52. <u>Successors</u>	34
53. <u>Conflicts</u>	35
54. <u>Entire Agreement Modifications</u>	35
55. <u>Severability of Provisions</u>	35
56. <u>Titles</u>	35
57. <u>Waiver</u>	35
58. <u>Limitation of Actions</u>	36
59. <u>California Law</u>	36
60. <u>Notices</u>	36
61. <u>Enforceable Contract</u>	36
62. <u>Time of the Essence</u>	37

WIA SERVICE PROVIDER CONTRACT
GOLDEN SIERRA JOB TRAINING AGENCY

This Contract, No. R760321-04/526, dated this 1st day of January 20 07

is by and between the GOLDEN SIERRA JOB TRAINING AGENCY, a Joint Powers Agency

hereinafter referred to as GSJTA, and El Dorado County Human Services Department Community Action Agency

hereinafter referred to as CONTRACTOR

WITNESSETH

Recitals

- I. GSJTA is a one-stop operator within the meaning of the Workforce Investment Act of 1998 (Public Law 105-220), as enacted or as it may be amended (hereinafter referred to as "WIA") and wishes to engage CONTRACTOR to provide certain services in its WIA program, which services are more particularly described in the Original Demonstration Grant Proposal and incorporated herein by reference to this Contract.
- II. GSJTA does not currently possess the capability to perform the services GSJTA currently requires.
- III. CONTRACTOR is a duly qualified expert in the field in which said services are required and is willing to perform said services on the terms herein set forth.

Agreements

1. **Contract Contents**

This Contract sets forth the terms and conditions of a Contract between GSJTA and CONTRACTOR. This Contract consists of the following documents, each of which is attached hereto and/or incorporated herein by reference and made a part hereof:

- (a) Resolution Authorizing Execution of WIA Services Contract from the Golden Sierra Job Training Agency (on File)
- (b) This WIA SERVICE PROVIDER CONTRACT

- (c) Grant Proposal (Exhibit 1) and Revised Scope of Work (Exhibit 1A)
- (d) Budget (Exhibit 2)
- (e) Intellectual Property Provisions (Exhibit 3)
- (f) Insurance Requirements (Exhibit 4)
- (g) Debt Collection Procedures (Exhibit 5)
- (h) Nondiscrimination Addendum (Exhibit 6)
- (i) Assurances and Certifications (Exhibit 7)
- (j) Certification Regarding Lobbying [for contracts over \$100,000] (Exhibit 8)

CONTRACTOR shall thoroughly examine the documents and exhibits set forth above. The failure or omission of CONTRACTOR to examine the above documents and exhibits or the terms and conditions of this Contract shall in no way relieve CONTRACTOR of its obligations with respect to this Contract.

2. Services

CONTRACTOR shall perform its services strictly in accordance with:

- (a) The Original Demonstration Grant Proposal incorporated herein by reference;
- (b) Revised Scope of Work (Exhibit 1A)
- (c) The Budget attached hereto as Exhibit 2 and incorporated herein by reference;
- (d) The Assurances and Certifications, attached hereto as Exhibit 7 and incorporated herein by reference;
- (e) WIA, the regulations promulgated thereunder, Governor's policies and procedures issued pursuant to WIA, and any amendments thereto or new legislation, regulation, policy and/or procedure which may replace WIA; and,
- (f) GSJTA and state policies and procedures.

3. Evidence of Nonprofit Status

If CONTRACTOR is not a public agency as defined by applicable law, CONTRACTOR shall submit proof of continuing nonprofit status to GSJTA. Evidence of nonprofit status, in accordance with GSJTA's prequalification requirements, shall be on file with GSJTA prior to execution of this Contract. This evidence must include proof that the nonprofit corporation is run by a local board of directors. As used herein, "local board of directors" means that a majority of the members of the board of directors must reside in Placer County.

4. Term

The term of the Contract shall begin January 1, 20 07

and shall end December 31, _____, 20 07

Contract funds shall not, without advance written approval by GSJTA, be obligated before the beginning of the term or after the ending of the term.

5. Extension of Term

GSJTA may, at any time prior to termination of this Contract, in its sole discretion, extend the term of this Contract by giving notice to CONTRACTOR. Any such extension shall be consistent with GRANT funding limitations, on the same terms and conditions. In addition, GSJTA may, in its sole discretion, provide for a unilateral modification which may provide for changes in CONTRACTOR's performance in order to comply with applicable federal, state and/or GSJTA regulations, directives and policies.

6. Payment/Reporting

(a) Total Payment

GSJTA shall reimburse CONTRACTOR for services performed hereunder as set forth in the Grant Proposal, attached hereto as Exhibit 1, and the Budget, attached hereto as Exhibit 2, both incorporated herein by reference. Each payment to CONTRACTOR shall be made in the usual course of GSJTA's business after timely presentation by CONTRACTOR of an invoice, no later than ten (10) calendar days after the end of each month during the term of this Contract. Each invoice submitted shall be subject to review and approval by GSJTA and must be substantiated by such detailed itemization as required

by GSJTA. Continued or repeated failure of CONTRACTOR to submit timely and/or complete invoices may, at the option of GSJTA, result in suspension and/or termination of this Contract. Total payment to CONTRACTOR shall not exceed \$60,000.

(b) Final Report

All claims under this Contract must be reported to GSJTA within thirty (30) calendar days following the termination of this Contract to be binding upon GSJTA for payment. Failure to timely submit such claims shall be a waiver of CONTRACTOR's right to payment.

(c) Allowable Claims

Allowable claims shall be determined by GSJTA in accordance with this Contract including the Grant Proposal, attached hereto as Exhibit 1, and the Budget, attached hereto as Exhibit 2, incorporated herein by reference, and all applicable laws, administrative regulations, and GSJTA policies and procedures. CONTRACTOR agrees that funding provided pursuant to this Contract will not be used to offset funding otherwise available from the State of California (hereinafter referred to as the State) or GSJTA in CONTRACTOR's operations of WIA programs, nor shall such funds be used to duplicate facilities or services available in Placer County (with or without reimbursement) from federal, state or local sources without the express written approval of GSJTA.

(d) Separate Accounting

CONTRACTOR shall keep a separate accounting for all claims submitted under this Contract.

(e) Minority Businesses

CONTRACTOR acknowledges that, consistent with the national and state goal of expanding the opportunities for minority business enterprises, CONTRACTOR and its subcontractors are encouraged to use minority-owned banks (banks which are owned at least fifty percent (50%) by minority group members). A list of minority-owned banks can be obtained from the Minority Business Development Agency, Department of Commerce, Washington, D.C. 20230.

(f) Claim Funds

Approved claims shall be paid only from funds granted to GSJTA by the State of California, Employment Development Department (hereinafter referred to as the EDD) pursuant to WIA, and CONTRACTOR hereby waives any claim it may have against any other funds of GSJTA. This Contract is valid and enforceable only if sufficient funds are made available to GSJTA by the EDD for the purpose of providing the services identified in this Contract. Any expenditures or obligations by CONTRACTOR made prior to the commencement date of the term of GSJTA's agreement with the EDD will not be accepted by GSJTA for reimbursement and GSJTA shall have no obligation to CONTRACTOR regarding these claims or any costs or debts incurred by CONTRACTOR prior to such commencement date.

(g) Close-Out

CONTRACTOR agrees to cooperate fully with GSJTA to ensure that this Contract is "closed-out" within thirty (30) calendar days of the termination of this Contract. Full cooperation shall require CONTRACTOR to complete and to furnish to GSJTA a number of documents which GSJTA shall specify.

(h) Travel and Per Diem Costs

CONTRACTOR shall not be reimbursed for any travel or per diem costs at rates that exceed those paid to GSJTA employees.

7. Records. Reports. Audit. Inspection

(a) Establishment and Maintenance of Records

(1) CONTRACTOR shall establish such fiscal controls, record keeping and accounting procedures as required by WIA and state and federal regulations and as may be deemed necessary by the Governor or GSJTA to ensure the proper disbursement of, and accounting for, funds paid to CONTRACTOR pursuant to this Contract. CONTRACTOR shall maintain an adequate system of accounting in accordance with all applicable regulations and in accordance with generally accepted principles and procedures of the accounting profession so that a clear audit trail can be established which proves that the funds claimed under this Contract are in accordance with the terms of this Contract,

applicable federal and state regulations and circulars, and GSJTA policies and procedures. If CONTRACTOR is a public body, funds shall be distributed through the chief fiscal officer who shall be familiar with the applicable regulations.

- (2) GSJTA reserves the right to review services, service levels and billing procedures as these impact charges against this Contract.
- (3) Upon request from GSJTA, CONTRACTOR shall submit a certificate prepared by an independent accountant stating that CONTRACTOR's accounting system and internal controls are adequate to record and safeguard the assets entrusted to CONTRACTOR.

(b) Income Generation

CONTRACTOR shall timely report to GSJTA the source and amount of any income generated as a result of services and/or activities funded under this Contract and shall abide by GSJTA directives regarding the use of such income. CONTRACTOR shall not expend Contract-related income unless or until authorized, in writing, by GSJTA.

(c) Additional Funding

CONTRACTOR shall notify GSJTA, in writing, within ten (10) calendar days of receipt of any additional funding that materially affects the cost and/or quality of the service provided under this Contract. Upon receipt of such written notification, GSJTA, in its sole discretion, may reduce payment to CONTRACTOR hereunder upon redetermination of the cost reasonableness of the services provided under this Contract.

(d) Reports

To fulfill federal, state and GSJTA monitoring and evaluation requirements, CONTRACTOR agrees to submit, by dates and times identified by GSJTA, any reports that GSJTA may request or require which are necessary to monitor this Contract.

(e) Preparation of Records and Examination of Records and Facilities

CONTRACTOR agrees to prepare and maintain records required by GSJTA which relate to its performance under this Contract, specifically including, but not limited to, records pertaining to service delivery and fiscal and

administrative controls. At any reasonable time or during normal business hours, GSJTA, the U.S. Department of Labor (hereinafter referred to as the DOL), the EDD, the Office of Inspector General (OIG) and the Comptroller General, or their duly authorized representatives shall have the right of access to any books, documents, papers, computer records, or other records of CONTRACTOR and all subcontractors that are pertinent to this Contract, in order to conduct audits and examinations, and to make excerpts, transcripts, and photocopies of such documents on or off the premises of CONTRACTOR. This right also includes timely and reasonable access to CONTRACTOR and all subcontractor personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as the records are retained but, in no event, be less than the required retention period set forth in paragraph 7(g), below. GSJTA shall have the further right to observe, monitor, evaluate and examine CONTRACTOR's performance of services and its offices and facilities utilized in the performance of this Contract.

(f) Participant Files

CONTRACTOR agrees to ensure that CONTRACTOR and all subcontractors will maintain individual participant case files, if applicable, and make these files available to and open for inspection by appropriate GSJTA, EDD, and federal DOL representatives.

(g) Preservation of Records

CONTRACTOR shall preserve and make available all of its records related to this Contract and any extension or renewal thereof, including, but not limited to, all financial, statistical, property and participant records and supporting documentation until the expiration of such period of time as required by applicable law or notification from GSJTA, but in no event less than the expiration of four (4) years from the later of:

- (1) The date of final payment to CONTRACTOR under this Contract and any extension or renewal thereof and all other pending matters are closed;

- (2) The end of the fiscal year during which this Contract or any extension or renewal thereof is terminated; or,
- (3) The completion and finalization of all pending federal, state and GSJTA audits for the fiscal year during which this Contract is terminated.

If, at the end of four (4) years, there is ongoing litigation, or any claim, or an audit has not been resolved, CONTRACTOR shall retain the records until final resolution. If this Contract is terminated or if GSJTA does not engage CONTRACTOR's services in subsequent years, this record retention requirement remains applicable. At GSJTA's sole option, some or all of the records may be ordered transferred to GSJTA. To the extent that such records are transferred to GSJTA, this retention requirement is not applicable to CONTRACTOR. In the event the records pertaining to this Contract are maintained outside Placer County, California, CONTRACTOR shall, at its sole cost, make said records available at GSJTA's principal place of business within five (5) working days after receipt of written notice from GSJTA.

(h) Documentation of Costs

All claims shall be supported by properly propagated and executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payroll and accounting documents, pertaining in whole or in part to this Contract, shall be clearly identified and readily accessible.

(i) Support of Salaries and Wages

Charges to the program for salaries and wages of CONTRACTOR's employees shall be based upon documented payrolls approved by a responsible official of CONTRACTOR. The distribution of salaries and wages must be supported by personnel activity reports as specified herein. Reports effecting the distribution of activity of each employee must be maintained for all staff members, professional and nonprofessional, whose compensation is charged, in whole or in part, directly to this agreement. Reports maintained by CONTRACTOR to satisfy these requirements shall meet the following standards:

- (1) The reports shall reflect an after-the-fact determination of the actual activity of each employee. Budget estimates do not qualify as support for charges to the program.
- (2) Each report shall account for the total activity for which employees are compensated and which is required in fulfillment of their obligations to CONTRACTOR.
- (3) The reports shall be signed by the individual employee and the responsible supervisor having first-hand knowledge of the activities performed by the employee, and state that the distribution of activity represents a reasonable portrayal of the actual work performed by the employee during the periods covered by the reports.
- (4) The reports shall be prepared at least monthly and shall coincide with the appropriate reporting period.
- (5) Charges for the salaries and wages of nonprofessional employees, in addition to the supporting documentation described above, shall be supported by records indicating the total number of hours worked each day, maintained in accordance with DOL regulations implementing the Fair Labor Standards Act. For the purpose of this agreement, the term "nonprofessional" employee shall have the same meaning as "nonexempt" employee under the Fair Labor Standards Act.
- (6) Salaries and wages shall be paid in accordance with the Detail Budget which is attached as Exhibit 2 and incorporated herein by reference.

(j) Disallowed Costs

CONTRACTOR will be liable for and will repay to GSJTA any amounts expended under this Contract found not to be in accordance with the WIA and the provisions of this Contract including, but not limited to, disallowed costs. Such repayment will be from funds (non-federal) other than those received under the WIA.

(k) Audit and Monitoring

CONTRACTOR shall comply with the following audit requirements:

- Commercial Organizations:

If CONTRACTOR is a commercial organization (private for-profit entity) and receives \$25,000 or more a year in federal financial assistance to operate a WIA program, then CONTRACTOR shall have either:

- (1) A program-specific annual independent financial and compliance audit; or
- (2) An organization-wide audit that includes financial and compliance coverage 14 of the WIA program within its scope.

- If CONTRACTOR is a governmental agency or a non-profit organization, then CONTRACTOR shall comply with:
 - Single Audit Act of 1984
 - Office of Management and Budget (OMB) Circular A-133 (Circular A-133)
 - DOL Regulations 29 CFR Part 96.

Standards for Audit of Governmental Organizations, Programs, Activities, and Functions, 1994 Revision, issued by the Comptroller General of the United States.

CONTRACTOR is responsible for procurement of an annual audit of funds provided by GSJTA under this Contract as specified in Circular A-133. All agreements entered into by CONTRACTOR with audit firms for purposes of conducting independent audits under this Contract shall contain a clause permitting GSJTA, the federal government and the State, or their designees, access to the working papers of said audit firm(s). The cost of the final audit may be paid from a portion of the funds provided by this Contract if such payment is authorized by Circular A-133, and is included in the Budget, Exhibit 2. Said audit shall be conducted in accordance with WIA Directive No. WIAD03-7, generally accepted accounting principles, generally accepted auditing standards, and GSJTA requirements. Audited financial statements shall be prepared in accordance with generally accepted accounting principles promulgated by the American Institute of Certified Public Accountants (AICPA) and any other applicable state and federal guidelines. In addition, the audit shall break out and report contracts by both contract and grant year, rather than just by contract, in the Schedule of Federal Financial

Assistance. The report shall show receipt and expenditure of the funds provided under this Contract and shall contain the following supplementary financial information:

- (1) A combining statement of revenue and expenditures for each contract which presents, by budget line item, revenue and expenditures for the contract or audit period; and
- (2) A computation sheet for each contract used to calculate the CONTRACTOR's earnings for the contract or audit period, including measurable values. The results of this calculation will be used to determine:
 - (a) The amount due CONTRACTOR;
 - (b) The amount due GSJTA; or
 - (c) Whether CONTRACTOR has been paid in full.

CONTRACTOR shall provide GSJTA one (1) copy of the audit report no later than eight (8) months after the end of CONTRACTOR's fiscal year. Said report shall be sent to:

Executive Director
Golden Sierra Job Training Agency
11549 F Avenue
Auburn, CA 95603

Additionally, the State, the Bureau of State Audits of the State, the federal government, and GSJTA, or their individual designees, shall have the right to monitor and audit CONTRACTOR and all subcontractors providing services under this Contract through on-site inspections and audits and other applicable means the state, the bureau, the federal government or GSJTA determine necessary. Said designee may be an independent auditor. Such monitoring and audits shall be conducted at the discretion of anyone of the above-identified entities according to all applicable laws and regulations. CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with any audit exceptions by appropriate state and federal audit agencies directly related to provisions of this Contract. CONTRACTOR

shall be liable to GSJTA for the full amount of GSJTA's liability to the State or federal government resulting from any audit exceptions relating to CONTRACTOR's performance under this Contract.

8. Special Contract Conditions

CONTRACTOR agrees that GSJTA has the right, in its sole and exclusive discretion, to determine, in accordance with the provisions of the Common Rule codified at 29 CFR, Part 97, that CONTRACTOR is considered "high risk" if GSJTA determines that CONTRACTOR is otherwise responsible but:

- (a) Has a history of unsatisfactory performance;
- (b) Is not financially stable;
- (c) Has a management system which does not meet the management standards set forth in this Contract; or,
- (d) Has not conformed to terms and conditions of a previously awarded contract.

If CONTRACTOR is determined to be "high risk," special funding restrictions that address the "high-risk" status shall be included in this Contract. Funding restrictions may include, but are not limited to:

- (1) Payment on a reimbursement basis;
- (2) Requiring additional and/or more detailed financial or performance reports;
- (3) Additional monitoring;
- (4) Requiring CONTRACTOR to obtain specific technical or management assistance; and/or,
- (5) Establishing additional prior approvals.

If any such funding restrictions are imposed by GSJTA, GSJTA shall notify CONTRACTOR, in writing, of:

- (1) The nature of the funding restrictions;
- (2) The reason(s) the funding restrictions were imposed;
- (3) The corrective actions which must be taken by CONTRACTOR before the funding restrictions will be removed and the time allowed for completing the corrective actions;
- (4) The method of requesting reconsideration of the restrictions imposed.

9. Deobligation of Funds

Should CONTRACTOR fail to timely meet the performance standards as set forth in this Contract (specifically including the Grant Proposal, attached hereto as Exhibit 1 and incorporated herein by reference) for the provision of the services identified in this Contract, GSJTA may, at any time and in its sole discretion, deobligate or otherwise reduce or withdraw funds allocated to CONTRACTOR pursuant to this Contract or, in GSJTA's sole discretion, terminate this Contract. Should the EDD reduce funding to GSJTA, GSJTA may, notwithstanding any other provision of this Contract, at any time and in its sole discretion, deobligate or otherwise reduce or withdraw funds allocated to CONTRACTOR pursuant to this Contract or, in GSJTA's sole discretion, terminate this Contract. In the event of deobligation, GSJTA may unilaterally amend this Contract identifying the deobligation. GSJTA shall have no liability to CONTRACTOR based upon said deobligation or termination, specifically including, but not limited to, any liability for CONTRACTOR's consequential damages.

10. Suspension or Disallowance of Pavements/Suspension of Performance

GSJTA may at any time elect, in its sole discretion and without any liability to CONTRACTOR, including, but not limited to, liability for consequential damages, and notwithstanding any other provision of this Contract, to suspend or disallow payment to CONTRACTOR in whole or in part under this Contract, and/or to suspend performance under this Contract, in the event of any of the following occurrences:

- (a) If CONTRACTOR fails to comply with all requirements of the certifications made in this Contract or any of the exhibits hereto. In the event of suspension on this basis, CONTRACTOR may be ineligible for award of future GSJTA subgrants/contracts if GSJTA or the EDD determines that any of the following has occurred: (1) false information is obtained in any certification; or (2) CONTRACTOR has violated any of the terms of the certification by failing to carry out any requirements contained therein;
- (b) If CONTRACTOR shall have made any misrepresentation of any nature with respect to any information or data furnished to GSJTA in connection with this Contract;

- (c) If CONTRACTOR submits to GSJTA any reports which are incorrect or incomplete in any material respect and/or which are not submitted according to deadlines;
- (d) If CONTRACTOR shall fail to submit timely and/or complete invoices;
- (e) If CONTRACTOR maintains a pattern of discrimination;
- (f) If CONTRACTOR is in default of any of the provisions of this Contract or violates any of the covenants, assurances, stipulations or conditions of this Contract;
- (g) If CONTRACTOR shall fail, for any reason, to fulfill in a timely, proper, and reasonable manner its obligations under this Contract;
- (h) If CONTRACTOR dissolves, becomes insolvent, has an assignment for the benefit of creditors, commences a bankruptcy or insolvency proceeding, or has a receiver appointed for its property;
- (i) If the EDD reduces funding to GSJTA below the amount in existence at the time the parties entered into this Contract;
- (j) If CONTRACTOR provides services under this Contract ineffectively or improperly;
- (k) If CONTRACTOR fails to comply with applicable federal, state and local laws, administrative regulations, executive orders, or Governor or GSJTA policies and procedures;
- (l) If the EDD suspends its obligations under the agreement between the EDD and GSJTA (should this occur and GSJTA is unable to give CONTRACTOR five (5) calendar days notice, GSJTA shall provide CONTRACTOR reasonable notice under the prevailing circumstances); or
- (m) If CONTRACTOR is unable or unwilling to comply with any additional conditions as may be lawfully applied by the DOL, the EDD, the Governor or GSJTA.

Any obligations incurred by CONTRACTOR during the suspension period will not be allowed unless expressly authorized by GSJTA in the written notice of suspension or in a specific written authorization document.

11. Termination of Contract

- (a) For Debarment

If, at any time during the term of this Contract, CONTRACTOR is included on any federal List of Parties Excluded from Federal Procurement and Non-Procurement Programs and, therefore, is debarred from receiving federal funds, this Contract shall automatically terminate at the beginning of the next ensuing program year commencing on July 1 of the year of debarment. Since CONTRACTOR will have previously been provided with an opportunity to appeal relative to the unpaid final debt from which debarment has emanated, CONTRACTOR shall have no right to appeal its debarred status or the termination of this Contract resulting therefrom.

(b) For Cause

GSJTA may terminate this Contract in the following instances by giving written notice to CONTRACTOR at least five (5) calendar days prior to the effective termination date stated in the notice:

- (1) If CONTRACTOR fails to comply with all requirements of the certifications made in this Contract or any of the exhibits hereto. In the event of termination on this basis, CONTRACTOR may be ineligible for award of future GSJTA subgrants/ contracts if GSJTA or the EDD determines that any of the following has occurred:
 - (A) False information is contained in any certification; or
 - (B) CONTRACTOR has violated any of the terms of the certification by failing to carry out any requirements contained therein;
- (2) If CONTRACTOR shall have made any misrepresentation of any nature with respect to any information or data furnished to GSJTA in connection with this Contract;
- (3) If CONTRACTOR submits to GSJTA any reports which are incorrect or incomplete in any material respect and/or which are not submitted according to deadlines;
- (4) If CONTRACTOR shall fail to submit timely and/or complete invoices;
- (5) If CONTRACTOR maintains a pattern of discrimination;

- (6) If CONTRACTOR is in default of any of the provisions of this Contract or violates any of the covenants, assurances, stipulations, or conditions of this Contract;
- (7) If CONTRACTOR shall fail, for any reason, to fulfill in a timely, proper, and reasonable manner its obligations under this Contract;
- (8) If CONTRACTOR dissolves, becomes insolvent, has an assignment for the benefit of creditors, commences a bankruptcy or insolvency proceeding, or has a receiver appointed for its property;
- (9) If the EDD reduces funding to GSJTA below the amount in existence at the time the parties entered into this Contract;
- (10) If CONTRACTOR provides services under this Contract ineffectively or improperly;
- (11) If CONTRACTOR fails to comply with applicable federal, state and local laws, administrative regulations, executive orders, or Governor or GSJTA policies and procedures;
- (12) If the EDD suspends or terminates its obligations under the agreement between the EDD and GSJTA (should this occur and GSJTA is unable to give CONTRACTOR five (5) calendar days notice, GSJTA shall provide CONTRACTOR reasonable notice under the prevailing circumstances); or
- (13) If CONTRACTOR is unable or unwilling to comply with any additional conditions as may be lawfully applied by the DOL, the EDD, the Governor or GSJTA.

(c) For Convenience

GSJTA may terminate this Contract for convenience at any time by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least fifteen (15) calendar days before the effective date of such termination.

- (d) Payment Upon Termination If this Contract is terminated by GSJTA, as provided in this Paragraph 11, CONTRACTOR, as its sole remedy, shall be paid for costs actually incurred to the date of termination, less the amount of

any advance payment previously made and not accounted for. Upon termination of this Contract, CONTRACTOR shall not incur any obligations after the effective date of such termination, unless expressly authorized by GSJTA, in writing, in the notice of termination. GSJTA shall not be liable for any claims of CONTRACTOR for consequential damages. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by CONTRACTOR under this Contract shall, at the option of GSJTA, become the property of GSJTA or be otherwise disposed of as directed by GSJTA. Notwithstanding the above, CONTRACTOR shall not be released of liability by GSJTA for damages sustained by GSJTA by virtue of any breach of this Contract by CONTRACTOR, including GSJTA liability for funds wrongfully used or misspent by CONTRACTOR, disallowed costs, or audit exceptions under this Contract, and GSJTA may withhold any payment to CONTRACTOR for purposes of setoff until such time as the exact amount of damages due GSJTA from CONTRACTOR is agreed upon or otherwise determined. Neither this paragraph, nor any other provision of this Contract, shall release CONTRACTOR from its liability to GSJTA for wrongfully used or misspent funds or disallowed costs should the amount of those wrongfully used or misspent funds or disallowed costs exceed the amount of any payment due CONTRACTOR.

12. Procedures for Corrective Action

- (a) Whenever GSJTA has reasonable cause to believe that CONTRACTOR has failed to comply with any provision of the WIA, state legislation implementing the WIA, any provision of this Contract, GSJTA or Governor policies or procedures, and/or applicable federal, state and local laws, executive orders, or administrative regulations, GSJTA may, in lieu of immediately giving notice of termination of this Contract pursuant to the provisions of Paragraph 11, order corrective action and disallow, suspend or delay any and all payments under this Contract, and/or suspend performance under this Contract, until such failure is rectified.

- (b) If corrective action is ordered, GSJTA shall give CONTRACTOR reasonable written notice (generally no more than thirty (30) calendar days) setting forth the nature of CONTRACTOR's noncompliance and identifying a procedure whereby CONTRACTOR and its officers or responsible representative may have an opportunity to meet with GSJTA for the purpose of considering the nature of corrective action.
- (c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, including a detailed timetable for implementing such directions and for reporting to GSJTA as to the implementation process.
- (d) GSJTA may suspend or disallow payments to CONTRACTOR and/or suspend performance in accordance with Paragraph 10 of this Contract during said period of corrective action.
- (e) If CONTRACTOR shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, GSJTA shall recommend to GSJTA's Governing Board that this Contract be terminated in accordance with the provisions of Paragraph 11 of this Contract.
- (f) Notwithstanding the provisions of this Paragraph 12, GSJTA shall immediately suspend the payment of funds to CONTRACTOR when GSJTA has reasonable cause to believe that CONTRACTOR has misspent or claimed funds fraudulently and shall cause to be served upon CONTRACTOR notice of termination pursuant to Paragraph 11 of this Contract.

13. Property

- (a) Any personal property acquired by CONTRACTOR pursuant to this Contract shall be subject to all rules, procedures, and restrictions as set forth in all applicable federal, state and local laws and administrative regulations, including GSJTA policies and procedures, and any other applicable procedures or regulations that may be established by the federal government, the State and/or GSJTA. Funds provided under the agreement shall not be used for the purchase of real property or options to purchase.
- (b) Title to intangible personal property produced or acquired pursuant to this Contract, including patents and copyrights, shall vest and be held in accordance with applicable GSJTA, DOL and EDD requirements.

CONTRACTOR shall immediately report to GSJTA any discovery or invention which arises or is developed in the performance of or under this Contract.

(d) CONTRACTOR shall exercise due care in the use, maintenance, protection, and preservation of GSJTA-owned property in CONTRACTOR's possession. Such care shall include insurance coverage against loss or damage to such property.

14. Intellectual Property Provisions

CONTRACTOR acknowledges that its rights and the rights of GSJTA regarding intellectual property acquired or created with funds provided pursuant to this Contract are specifically limited by the Intellectual Property Provisions of GSJTA's state subgrant and, accordingly, CONTRACTOR shall comply with the Intellectual Property Provisions attached hereto as Exhibit 3 and incorporated herein by reference.

15. License for Use

GSJTA, the federal government and the State shall have a royalty-free, nonexclusive and irrevocable license to publish, translate, or use, now or hereafter, all material subject to copyright developed under this Contract including those covered by copyright. GSJTA reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Contract and reserves the right to authorize others to use and reproduce such materials. Any other provision of this Contract notwithstanding, CONTRACTOR agrees to and does hereby grant to GSJTA, the federal government and the State a royalty-free, nonexclusive and irrevocable license throughout the world, for government purposes, to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so, all data now or hereafter covered by copyright; provided that, with respect to data not originated in the performance of this Contract, such license shall be only to the extent that CONTRACTOR has the right to grant such license without becoming liable to pay compensation to others because of such grant. CONTRACTOR agrees to exert all reasonable effort to advise GSJTA, at the time of delivery of data furnished under this Contract, of all invasions of the right to privacy contained therein and of all portions of such data copied from work not composed or produced in the

performance of this Contract and not licensed under this paragraph. CONTRACTOR agrees not to affix any restrictive markings upon any data, and if such markings are affixed, GSJTA shall have the right at any time to modify, remove, obliterate, or ignore such markings. CONTRACTOR agrees to report to GSJTA, promptly and in written detail, each notice of claim of copyright infringement received by CONTRACTOR with respect to all data delivered under this Contract.

16. Right to Reuse

If, under the provisions of this Contract, CONTRACTOR develops any systems analysis products, models, electronic data processing systems, software and related services, CONTRACTOR agrees that the methods, materials, logic and systems developed pursuant to this Contract shall be the property of GSJTA, and may be used as GSJTA sees fit, including the right to reuse and publish the same without limitation.

17. Insurance

During the term of this Contract, CONTRACTOR shall maintain insurance coverages in conformance with the provisions of Exhibit 4, attached hereto and incorporated herein by reference.

18. Facilities

CONTRACTOR agrees to provide the services funded by this Contract in facilities that meet federal, state, and local safety and health laws and regulations, including, but not limited to, federal and state occupational safety and health laws and regulations and the California Safe Drinking Water and Toxic Enforcement Act of 1986, and to maintain said facilities in accordance with these laws and regulations.

19. Personnel

(a) CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform its obligations under this Contract. Such personnel shall not be employees of or have any contractual relationship with GSJTA, and CONTRACTOR shall hold GSJTA harmless from any and all claims against GSJTA based upon the contention that an employer-employee relationship exists by reason of this Contract.

- (b) All of the obligations and/or services to be performed by CONTRACTOR hereunder shall be performed by CONTRACTOR or by employees of CONTRACTOR under CONTRACTOR's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under applicable law to perform such services and/or activities.
- (c) CONTRACTOR agrees that in the performance of its obligations under this Contract no person having an interest that would conflict, or whose performance would conflict, with the effective and efficient performance of CONTRACTOR's obligations, as determined by GSJTA, shall be employed, engaged or retained.
- (d) In the event that the DOL, the EDD, or GSJTA, in their sole discretion, either singularly or jointly, at any time during the term of this Contract, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Contract, CONTRACTOR shall remove any such person immediately upon receiving notice from the DOL, the EDD, or GSJTA.
- (e) CONTRACTOR shall not substitute for personnel set forth in its proposal or this Contract without the prior written consent of GSJTA.

20. Debarment. Suspension. Termination and/or Revocation

By signing this agreement, CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with regulations implementing Executive Order 12549, Debarment and Suspension, 29 CRF Part 98.510, and that:

- (a) **CONTRACTOR hereby certifies to the best of its knowledge that neither it nor any of its principals to be used in the performance of this Contract:**
 - (1) **Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;**
 - (2) **Has within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or**

state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph 2 of this paragraph 20; and,

(4) Has within a three (3) year period preceding this Contract had one or more public (federal, state or local) transactions terminated for cause or default.

(b) If unable to certify to the best of its knowledge the statements set forth above, CONTRACTOR and/or any of its principals shall attach to this Contract an account of the circumstances and any explanations therefor.

(c) CONTRACTOR further agrees to request this certification from any subcontractors that perform services under this Contract.

21. Pro-Children Act of 1994

CONTRACTOR shall comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 and CONTRACTOR shall not permit smoking in any portion of any indoor facility owned, leased or contracted by CONTRACTOR and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded pursuant to this Contract.

22. Prior Findings

CONTRACTOR, by signing this Contract, certifies under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous contract or grant with the federal government, the State or GSJTA and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.

23. National labor Relations Board Certification

CONTRACTOR (if not a public entity), by signing this agreement, hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court, by a federal court, has been issued against CONTRACTOR

within the immediately preceding two-year period because of CONTRACTOR's failure to comply with an order of a federal court which orders CONTRACTOR to comply with an order of the National labor Relations Board.

24. Wages

CONTRACTOR agrees to comply with applicable regulations and standards of the federal and state governments and GSJTA policies and determinations in establishing wages and prices.

25. Nepotism

With respect to the services provided pursuant to this Contract, no member of the immediate family of any officer, director, executive or employee of CONTRACTOR, GSJTA, or the EDD shall receive favorable treatment for enrollment in services provided by, or employment with, CONTRACTOR, nor shall any individual be placed in a WIA employment activity funded under this Contract if a member of that individual's immediate family is directly supervised by or directly supervises that individual. In addition, neither CONTRACTOR nor any of CONTRACTOR's subcontractors shall hire, or cause or allow to be hired, a person into an administrative capacity or staff position funded under WIA, if a member of that person's immediate family is employed in an administrative capacity for GSJTA, CONTRACTOR, or any employment contractor of CONTRACTOR. However, where an applicable federal, state or local statute regarding nepotism exists which is more restrictive than this provision, CONTRACTOR and CONTRACTOR's subcontractors shall follow the federal, state or local statute in lieu of this provision.

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandfather, grandmother, aunt, uncle, niece, nephew, step- parent, and step-child.

(b) The term "administrative capacity" refers to positions involving overall administrative responsibility for a program, including members of GSJTA's

Governing Board and any of its affiliated Boards or Councils and members of the governing body or board of directors of CONTRACTOR, or where that individual would be the supervisor of an individual paid with funds provided under this Contract or performing duties under this Contract.

- (c) The term "staff position" refers to all staff positions providing services under this Contract.

26. Small Minority and Women's Businesses

CONTRACTOR shall take the following actions to ensure that small, minority and any women's businesses shall have the maximum practicable opportunity to participate in the performance of this Contract:

- (a) Include small, minority, and women's businesses on source lists and assure that they are solicited whenever they are potential sources.
- (b) Divide total requirements into smaller requirements to permit maximum small, minority, and women's business participation whenever economically feasible and use the services and assistance of the Small Business Administration and the Office of Minority Business Development Agency, Department of Commerce, as required.

27. Conflict of Interest

- (a) Neither an officer, director, executive, employee or agent of CONTRACTOR, nor an elected official in the area or a member of a Workforce Investment Board shall solicit or accept money or any other consideration from a third person for the performance of an act paid for in whole or in part by GSJTA or CONTRACTOR pursuant to this Contract.
- (b) CONTRACTOR shall avoid organizational conflict of interest, and its officers, directors, executives and employees shall avoid financial and personal conflict of interest, potential for conflict of interest and appearance of conflict of interest in the performance of this Contract, in awarding financial assistance and in the conduct of procurement activities involving WIA funds.
- (c) CONTRACTOR shall abide by all applicable federal and state laws and regulations and GSJTA policies regarding conflict of interest.

28. Employment of Former State Employees

CONTRACTOR shall ensure that any of its employees who were formerly employed by the State in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this Contract will not be assigned to any part or phase of the activities conducted pursuant to this Contract for a period of not less than two (2) years following the termination of such employment.

29. Nondiscrimination/Equal Opportunity

In addition to the Nondiscrimination Addendum attached hereto as Exhibit 6 and incorporated herein by reference, during the performance of this Contract, CONTRACTOR agrees as follows:

- (a) **CONTRACTOR shall not discriminate against any employee, applicant for employment, or any other individual affected by the services being provided by CONTRACTOR pursuant to this Contract because of sex, age, race, creed, color, disability, religion, national origin, political affiliation or belief, and for beneficiaries only, citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIA Title I financially-assisted program or activity. CONTRACTOR further agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, age, race, creed, color, disability, religion, national origin, political affiliation or belief, and for beneficiaries only, citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIA Title I financially-assisted program or activity. Such action shall include, but not be limited to, the following: Employment; upgrading; demotion; transfer; recruitment or recruitment advertising; layoff or termination; rates or pay or other forms or compensations; and, selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.**

- (b) CONTRACTOR shall also state in all solicitations or advertisements for employment placed by or on behalf of CONTRACTOR, that all qualified applicants shall receive consideration for employment without regard to sex, age, race, creed, color, disability, religion, national origin, political affiliation or belief, and for beneficiaries only, citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIA Title I financially-assisted program or activity.
- (c) CONTRACTOR shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or worker's representative of the CONTRACTOR's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) CONTRACTOR shall comply with all provisions of the Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and other applicable orders of the U.S. Government.
- (e) CONTRACTOR shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by applicable rules, regulations, and orders of the U.S. Government, or pursuant thereto, and shall permit access to its books, records, and accounts by the contracting agency and all applicable U.S. Government agencies for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by other applicable rule, regulation, or order of the U.S. Government, or as otherwise provided by law.

(g) CONTRACTOR shall include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order issued pursuant to this Contract unless exempted by applicable rules, regulations, or orders of the U.S. Government issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR shall take such action with respect to any subcontract or purchase order as may be validly directed by any applicable agency of the government as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

30. Section 504 of the Rehabilitation Act

CONTRACTOR agrees to abide by the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise-qualified individual with a disability shall, by reason of his or her disability, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

31. Complaints/Grievances

CONTRACTOR agrees to provide a process for dealing with grievances and complaints from participants, if applicable, and other interested parties affected by CONTRACTOR's programs funded pursuant to this Contract.

32. Coordination of Programs and Activities

CONTRACTOR shall, to the maximum extent feasible, coordinate all programs and activities supported under this Contract with other programs under the WIA, the Wagner-Peyser Act, Title 38 of the United States Code, and other employment and training programs at the state and local level.

33. Licenses and Permits

CONTRACTOR shall secure and maintain throughout the term of this Contract all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession and to perform the services required in this Contract.

34. Diligent and Timely Performance

All services performed by CONTRACTOR shall be performed in a diligent and timely manner and in accordance with the best practice and procedures in CONTRACTOR's profession.

35. Standard of Performance

CONTRACTOR shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession or field in which CONTRACTOR is engaged. All work products of whatsoever nature which CONTRACTOR delivers to the State, the DOL or GSJTA pursuant to this Contract shall be prepared in a substantial, first-class and workmanlike manner and conform to standards of quality normally observed by a person practicing in CONTRACTOR's profession or field.

36. Confidentiality

CONTRACTOR shall abide by all applicable laws, regulations, Governor and GSJTA policies and procedures regarding the release of participant identities and information. The State provides to GSJTA information resources, including data (information) and application (program) files and databases. The State information is confidential when it defines an individual or an employing unit. Confidential information is not open to the public and requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction. Sources of information include, but are not limited to, the EDD, the California Department of Social Services, the California Department of Education, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges, and the Department of Alcohol and Drug Programs. If CONTRACTOR receives any information, either directly or through GSJTA, pursuant to this Contract, CONTRACTOR shall adhere to Clauses II.L.1.-6 contained in

Exhibit 7, Assurances and Certifications CONTRACTOR's data security and confidentiality designee is:

Name	<u>Joyce Aldrich</u>
Title	<u>Program Manager</u>
Address	<u>4535 Missouri Flat Road, Suite 1A</u> <u>Placerville, CA 95667</u>
Telephone No.	<u>(530) 642-7276</u>
Fax No.	<u>(530) 626-9060</u>

37. Unauthorized Financial Benefit

Neither CONTRACTOR, nor its officers, agents, or employees shall submit or receive payment pursuant to any claims paid by GSJTA under this Contract if any officer, agent, or employee of CONTRACTOR will derive any financial benefit other than as specifically permitted in this Contract.

38. Contingent Fee

CONTRACTOR warrants that no person, selling agency, or other organization, excepting bona fide employees of CONTRACTOR, has been employed or retained to solicit or secure this Contract upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, GSJTA shall have the right to terminate this Contract with liability in accordance with Paragraph 11 of this Contract and/or, at its sole discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

39. Kickbacks

No officer, agent, or employee of CONTRACTOR shall solicit or accept any favor or any financial interest from any supplier or potential supplier of goods or services under this Contract including any extension thereof.

40. Fraud and Program Abuse

CONTRACTOR shall establish and implement appropriate internal program management procedures to prevent fraud, abuse and criminal activity.

CONTRACTOR shall notify GSJTA within twenty-four (24) hours of any suspected or proven fraud, abuse or criminal acts involving WIA funds or WIA-funded activities.

41. Political Activity/Lobbying

CONTRACTOR assures and certifies that it will comply with all applicable federal and state laws and administrative regulations, as well as GSJTA policies, regarding political activity and lobbying. In this regard, no part of the performance under this Contract shall include publicity, lobbying or the solicitation of funds for any political activity or to further the election or defeat of any candidate for office or on behalf of or in opposition to proposed or pending federal, state or local legislation or administrative action. CONTRACTOR further agrees to comply with the requirements of Section 319 of the Fiscal Year 1990 Appropriations Act (31 U.S.C. 1352), as amended, and corresponding DOL regulations codified at 29 CFR, Part 93, which prohibit the expenditure of funds provided under a federal contract, grant, loan or cooperative agreement for the purpose of influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding, extension, continuation, renewal, amendment or modification of any such contract, grant, loan or cooperative agreement.

42. Sectarian Activities

CONTRACTOR assures and certifies that:

- (a) This Contract does not provide for the advancement of, or aid to, any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state. There shall be no religious workshops, instruction or proselytic action as part of, or in connection with, the performance of this Contract.
- (b) Participants shall not be employed on the construction, operations, or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place for religious worship.
- (c) There will be no employment or training of participants in sectarian activities.

- (d) No WIA funds shall be used to support any religious or anti-religious activity.
- (e) All training and/or services shall be free of religious content and all materials shall be devoid of ecclesiastical or sectarian teaching.
- (f) No WIA-funded participant or employee may perform any activities which would benefit or be associated with any religious activity.
- (g) The portion of any building utilized for WIA activities shall be separate and distinct from the remainder of the facility and shall be free of all sectarian influence or appearance including religious artifacts, symbols and paraphernalia.
- (h) No religious activity shall be conducted within any portion of the building used for WIA training and/or services during any time that any W IA activity is being conducted or when WIA participants are present in the course of any WIA activity.

43. Delegation/Subcontract/Assignment

Unless specifically set forth in the Grant Proposal attached hereto as Exhibit 1 and incorporated herein by reference, no performance of any of CONTRACTOR's obligations under this Contract may be transferred by subcontract, assignment, delegation, or novation without the prior express written consent of GSJTA. Any attempt by CONTRACTOR to assign, delegate or subcontract any performance of its obligations hereunder without the prior express written consent of GSJTA shall be null and void and shall constitute a breach of this Contract. Whenever CONTRACTOR is authorized to subcontract, delegate, or assign, it shall include all the terms of this Contract in each subcontract, delegation, assignment or novation. Any subcontractor, delegate or assignee shall be subject to all applicable provisions of this Contract, and all applicable federal, state and local laws and regulations. CONTRACTOR agrees to be held fully responsible to GSJTA for the performance of any subcontractor, delegate or assignee and to hold GSJTA harmless against any liability incurred by the subcontractor, delegate or assignee.

44. Independent Contractor

It is specifically agreed that in the making and executing of this Contract, CONTRACTOR and the agents and employees of CONTRACTOR are independent

contractors and are not and shall not be construed to be agents or employees of GSJTA, and that CONTRACTOR and the agents and employees of CONTRACTOR shall have no authority, express or implied, to act on behalf of GSJTA or to bind GSJTA to any obligation whatsoever.

45. Indemnification

(a) The following provision applies only if CONTRACTOR is a governmental entity:

Pursuant to the provisions of Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property, arising out of or resulting from acts or omissions of the indemnifying party.

(b) The following provision applies only if CONTRACTOR is a non-governmental entity: CONTRACTOR agrees to indemnify, defend and hold harmless GSJTA and its officers, agents, employees, and volunteers, from and against any suits, actions, claims, causes of action, cost demands, judgments, damages, costs and expenses of whatever nature, including court costs and reasonable attorney's fees, arising out of or resulting from CONTRACTOR's performance under this Contract, including CONTRACTOR's failure to comply with or carry out any of the provisions of this Contract and acts of negligence or omission of CONTRACTOR, or anyone employed directly, indirectly or by independent contract by CONTRACTOR, including volunteers and program participants, regardless of whether caused in part by a party indemnified hereunder.

46. Laws

CONTRACTOR shall comply with all applicable laws, ordinances, codes, administrative regulations, guidelines and policies of the United States, the State and local governments, specifically including, but not limited to, GSJTA policies and procedures. If any such laws, ordinances, codes, administrative regulations, guidelines or policies are amended or revised, CONTRACTOR shall comply with such amendments, revisions or modifications or shall notify GSJTA within thirty (30) calendar days after promulgation of the amendments, revisions or modifications that

it cannot so conform so that GSJTA may take appropriate action, including termination of this Contract.

47. Clean Air and Clean Water

If this Contract is in excess of \$100,000.00, CONTRACTOR agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S. Code 1857(h)), Section 508 of the Clean Water Act (33 U.S. Code 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, Part 15). Under these laws and regulations, the CONTRACTOR assures that:

- (a) No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;
- (b) CONTRACTOR shall notify GSJTA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities;
- (c) CONTRACTOR shall notify GSJTA and the U.S. EPA about any known violation of the above laws and regulations; and,
- (d) CONTRACTOR shall include substantially this assurance, including this fourth part, in every nonexempt subgrant, contract, or subcontract.

48. Press Releases and Communications

CONTRACTOR shall not communicate with the press, television, radio or any other form of media regarding its duties or performance under this Contract without the prior express written consent of GSJTA. Unless otherwise directed by GSJTA, in all communications, CONTRACTOR shall make specific reference to GSJTA as the funding agency.

49. Immigration Reform and Control Act of 1986

CONTRACTOR assures that it shall be in compliance with the Immigration Reform and Control Act of 1986, specifically including, but not by way of limitation, the anti-discrimination provisions of Section 102, as well as requirements disqualifying certain legalized aliens from receiving benefits under this Contract for five (5) years from the date they were granted temporary resident status, even if they have been

provided status according to Section 245A (amnesty or legalization) and 210A (replenishment workers) of the Immigration and Nationality Act, as amended.

50. Drug-Free Workplace Certification

By signing this Contract, CONTRACTOR hereby certifies under penalty of perjury under the laws of the State that CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 *m~.* and 29 CFR, Part 98) and will provide a drug-free workplace by taking the following actions:

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8350(a).
- (b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - (1) the dangers of drug abuse in the workplace;
 - (2) CONTRACTOR's policy of maintaining a drug-free workplace;
 - (3) any available counseling, rehabilitation and employee assistance programs; and,
 - (4) penalties that may be imposed upon employees for drug abuse violations.
- (c) Provide, as required by Government Code Section 8355(c), that every employee who performs services funded under the Contract:
 - (1) will receive a copy of CONTRACTOR's drug-free policy statement; and,
 - (2) will agree to abide by the terms of CONTRACTOR's statement as a condition of employment under the Contract.

51. Child Support Compliance Act

In accordance with the Child Support Compliance Act, CONTRACTOR recognizes and acknowledges:

- (a) 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

- (b) that, to the best of its knowledge, CONTRACTOR 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 EDD.

52. Successors

At the sole discretion of any successor-in-interest of GSJTA, this Contract shall bind and inure to that successor-in-interest of GSJTA, in the same manner as if such party had been expressly named herein. This Contract shall only bind and inure to a successor-in-interest of CONTRACTOR upon GSJTA's prior express written consent.

53. Conflicts

CONTRACTOR will cooperate in the resolution of any conflict with the DOL, GSJTA or the EDD, which may occur from the services funded under this Contract.

54. Entire Agreement/Modifications

This Contract constitutes the entire agreement between the parties hereto for services furnished pursuant to this Contract and no oral understanding not incorporated herein shall be binding on any of the parties hereto. Except as otherwise provided in this Contract, this Contract may be modified, altered, or revised only on the written consent of both parties hereto. However, any other provision of this Contract notwithstanding, this Contract is subject to any additional restrictions, limitations, policies or conditions enacted by the federal or state government, any applicable local government or GSJTA or any law or regulation enacted by the federal or state government or any applicable local government which may affect the provisions, terms or funding of this Contract and GSJTA may unilaterally amend this Contract in this regard.

55. Severability of Provisions

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

56. Titles

The titles to the paragraphs of this Contract are solely for the convenience of the parties and are not an aid in the interpretation of this Contract.

57. Waiver

The waiver by GSJTA of any default, breach or condition precedent hereunder shall not be construed as a waiver on the part of GSJTA of any other default, breach or condition precedent, or any other right hereunder.

58. Limitation of Actions

In the event either the DOL or the EDD disallows any costs incurred by CONTRACTOR in the performance of this Contract, GSJTA may bring an action against CONTRACTOR for the recovery of such disallowed costs at any time within five (5) years following final resolution of the DOL or the EDD audit wherein such costs were disallowed. Such disallowed costs shall be deemed to constitute a continuing breach of contract until such final resolution and each day thereof shall give rise to a cause of action.

59. California Law

Except where controlled by federal statutes or administrative regulations, this Contract shall be governed according to the laws of the State and GSJTA policies and procedures.

60. Notices

All notices to be given to either of the parties under this Contract shall be given by deposit in the United States mail, first-class postage prepaid, addressed to the applicable party at the address set forth below the signature of each party to this Contract or by personal service. Notices given by mail shall be deemed served three (3) days after deposit in the United States mail, or when received, whichever is sooner.

61. Enforceable Contract

This Contract shall become a valid enforceable agreement only after it is signed by authorized agents of the parties.

THIS SPACE LEFT BLANK INTENTIONALLY

62. Time of the Essence

Time is of the essence in the performance of this Contract.

THEREFORE, the Parties have executed this Contract No. R760321-04/526

GOLDEN SIERRA JOB TRAINING AGENCY (GSJTA)

Dated: January , 1 07

BY: _____
(Signature of Authorized Officer)

George Hempe, Executive Director,
(Name and Title of Authorized Officer)

11549 F Avenue
(Address)

Auburn, CA 95603
(City, State, Zip Code)

El Dorado County Human Services Department Community
Action Agency
(Legal Name of CONTRACTOR)

Dated: _____ ,

BY: _____
(Signature of Authorized Officer)

(Name and Title of Authorized Officer)

(Address)

(City, State, Zip Code)



Workforce Investment Act Program Year 2006–07 California Rapid Response Special Project Funding Application

Transmittal Page

Project Name: The 49er Project: Layoff Aversion &
Small Business Services
Submitted By: Golden Sierra Job Training Agency
Submitted On: September 15, 2006
Contact Person: George Hempe
Contact Person Phone Number: 530-823-4635





**CALIFORNIA RAPID RESPONSE FUNDING
SPECIAL PROJECT APPLICATION
SIGNATURE PAGE**

Applicant Name: Golden Sierra Job Training Agency	
Special Project Title: The 49er Project: Layoff Aversion & Small Business Services	
Term: October 15, 2006, through September 30, 2007	
Amendment Request:	Amendment #:
This project application/amendment request consists of the following documents marked with an "X": Budget Summary Narrative	
<p>Assurances: The applicant assures the State that it has documented in writing and is maintaining on file its determination that it:</p> <ul style="list-style-type: none"> • Possesses adequate financial resources. • Is able to meet program design specifications at a reasonable cost. • Has a satisfactory record of past performance. • Has a satisfactory record of integrity, business ethics and fiscal accountability. • Possesses necessary organization, experience, accounting and operational controls. • Has the staff capacity and technical skills to perform the work. <p>If the applicant will subcontract some or all rapid response (RR) activities and services, it assures the State that it has written procurement procedures and will use them to select the provider(s) of RR activities and services, taking into account past performance in job training or related activities, fiscal accountability, and ability to meet performance standards.</p>	
<p>Approval for Applicant: Submit two copies with original signatures of the Chief Elected Official or authorized designee. If the latter, attach a copy of the designee's signatory authorization document to this signature page.</p>	
<u>George Hempe, Executive Director</u> Typed Name and Title	_____ Signature _____ Date
Approval for Local Board (optional):	
<u>Susan L. (Tink) Miller, Acting WIB Chair</u> Typed Name and Title	_____ Signature _____ Date

FOR STATE USE ONLY

Rapid Response Funding Specialist signature and date:	/ /		
Fund Coordinator signature and date:	/ /		
Subgrantee Code (Alpha):	Grant Code:	YOA:	Amount:

**CALIFORNIA RAPID RESPONSE FUNDING
SPECIAL PROJECT APPLICATION
BUDGET SUMMARY**

Applicant Name: Golden Sierra Job Training Agency		
Special Project Title: The 49er Project: Layoff Aversion & Small Business Services		
Term: October 15, 2006, through September 30, 2007		
I. Budget Detail		Planned Expenditures
A. Staff Salaries		20,000
B. Number of full-time equivalents	1.5	
C. Staff Benefits		11,000
D. Staff Benefit Rate (percent)	35%	
E. Staff Travel		2,500
F. Operating Expenses (communications, facilities, utilities, maintenance, consumable supplies, etc.)		1,500
G. Equipment (not permitted)		
H. Contractual Services (attach specifications/page 4)		152,000
I. Indirect Costs		0
J. Indirect Cost Rate (percent)*	n/a%	
*Name of Cognizant Agency: n/a		
K. Other (describe): conferences/training		3,000
L. Total Rapid Response Special Project Budget		190,000
II. Quarterly Expenditure Plan		Cumulative Expenditures
A. 12/2006		40,000
B. 03/2007		85,000
C. 06/2007		140,000
D. 09/2007		190,000

**CALIFORNIA RAPID RESPONSE FUNDING
SPECIAL PROJECT APPLICATION
BUDGET SUMMARY
CONTRACTUAL SERVICES ATTACHMENT**

Anticipated Contractual Services Specifications (and estimated funding amounts-final figures to be negotiated):

Sierra Economic Development District **\$17,000**

Maintaining on-line High Country Business Park
Enhancement of Workforce Cluster Needs Analysis
Provision of on-site WIA/Business services info in Truckee area

Nevada County Economic Resource Council **\$25,000**

Provision of on-site WIA/Business Services info in Nevada Co.
Conducting labor market survey

Placer Co. Office of Economic Development **\$50,000**

Provision of on-site WIA/Business Services info for Placer County
Conducting labor market survey

El Dorado One-Stop Consortium **\$60,000**

Provision of WIA/RR/Business Service information for El Dorado county and Alpine Counties.

**CALIFORNIA RAPID RESPONSE FUNDING
SPECIAL PROJECT APPLICATION
NARRATIVE**

Categories of Allowable Rapid Response (RR) Activities

The RR Special Projects will only be funded for the following categories of allowable activities. These activities consist of RR allowable activities listed in section 665.320 of title 20 of the Code of Federal Regulations (CFR) and the employment generating activities listed in section 667.262 of title 20 CFR. The latter activities have been determined by State action to be allowable RR activities.

Each proposed special project must be associated with at least one of these categories. In the event of conflict between the below activity description and the description in the cited section of the CFR, the latter will prevail.

1. Developing strategies for addressing future dislocation events in the local area [Title 20 CFR 665.320(a)(1)].
2. Identifying strategies for averting layoffs in the local area [Title 20 CFR 665.320(a)(2)].
3. Developing and maintaining means of exchanging information among local areas and with the State about potential dislocations, available adjustment assistance, and what RR strategies are effective [Title 20 CFR 665.320(a)(3)].
4. Collecting and analyzing information related to actual economic dislocations in the local area, potential closings and layoffs in the local area, and all the various resources that are available to benefit dislocated workers in the local area in order to provide an adequate basis for effective program management, and to assist the State in reviewing and evaluating RR and layoff aversion efforts in the State [Title 20 CFR 665.320(b)]. (Note: California Cooperative Occupational Information System will only be funded in the baseline category.)
5. Participating in capacity building of other local areas through such means as providing information about innovative and successful strategies for serving dislocated workers to help the other local areas serve smaller layoffs [Title 20 CFR 665.320(c)].
6. Assisting in devising and overseeing layoff aversion strategies for the local area [Title 20 CFR 665.320(d)(1)].
7. Assisting in devising and overseeing strategies for incumbent worker training, including loan programs set up by employers to upgrade their employees' skills, in the local area [Title 20 CFR 665.320(d)(2)].
8. Developing strategies for linking with economic development and business retention and recruitment activities [Title 20 CFR 665.320(d)(3)].
9. Contacts with potential employers for the purpose of placement of WIA participants [Title 20 CFR 667.262(b)(1)]

**CALIFORNIA RAPID RESPONSE FUNDING
SPECIAL PROJECT APPLICATION
NARRATIVE**

10. Participation in business associations (such as chambers of commerce); joint labor management committees, labor associations, and resource centers [Title 20 CFR 667.262(b)(2)]
11. WIA staff participation on economic development boards and commissions, and work with economic development agencies, to:
 - (i) Provide information about WIA programs,
 - (ii) Assist in making informed decisions about community job training needs, and
 - (iii) Promote the use of first source hiring agreements and enterprise zone vouchering services [Title 20 CFR 667.262(3)].
12. Active participation in local business resource centers (incubators) to provide technical assistance to small and new business to reduce the rate of business failure [20 CFR 667.262(4)].
13. Subscriptions to relevant publications [Title 20 CFR 667.262(5)]
14. General dissemination of information on WIA programs and activities [20 CFR 667.262(6)]
15. The conduct of labor market surveys [20 CFR 667.262(7)]
16. As a matter of State policy, the development of on-the-job training opportunities [though authorized by 20 CFR 667.262(8)] is NOT considered to be an appropriate activity to be funded with rapid response funds.
17. Employment generating activities, economic development activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resource centers, and similar activities, provided that they are directly related to training for eligible dislocated workers [20 CFR 667.262(9)].

To provide effective RR in respect to significant permanent closures, mass layoffs, or natural or other disasters resulting in mass job dislocations, the applicant requests funding for the project described on the following pages.

**CALIFORNIA RAPID RESPONSE FUNDING
SPECIAL PROJECT APPLICATION
NARRATIVE**

1. Applicant Name: Golden Sierra Job Training Agency (GSJTA)
2. Project Name: The 49er Project: Layoff Aversion & Small Business Services
3. Total Project Budget: \$190,000
4. Briefly (less than two pages) describe the conditions, in the area to be served, that necessitate this project:

The 49er Project: Layoff Aversion and Small Business Services will serve the counties of Nevada, Placer, El Dorado and Alpine. Some counties within the four-county GSJTA consortium are experiencing significant economic and employment growth; much of it through the expansion of new and existing small business. According to EDD's Labor Market Division (LMID), small businesses represent over 80% of all businesses in each of our counties. Many of these small businesses with 49 and fewer workers are not always able to access many of the financial and economic development services and incentives available to assist larger established firms. Further, the "cost of doing business" in California: commercial real estate; Worker's Compensation rates; California labor law issues; increasing foreign competition and cyclical changes in business activity have resulted in a number of job losses throughout the 4-county area. Finally, many of the workers laid-off do not fully utilize the services available through the One-Stop system.

At the very same time, there is a worker shortage of very highly qualified workers in the engineering, high tech, biotech and health care areas. Persons with PhD's, RNs, and General Operating Managers are in short supply. As documented at the WORKFORCE 2006 Conference held on August 11, 2006 in Sacramento, a key reason for this is that there is no central WEB Portal to link college grads and other qualified persons with local and regional job openings.

The current labor market in the Golden Sierra region has been stagnant. Based on June 2006 LMID data, while the U. S. unemployment rate has come down .4% and the California unemployment rate has come down .5%, the Golden Sierra/Sac Metro rate has come down only .1%, well below the gains of the U.S. and California performance. This turmoil in the labor market results in many WARN notices in the Golden Sierra region and non-WARN layoffs at the small business level.

There have been significant layoffs and business closure events that may have been averted with professional business assistance. Many of the firms affected are smaller employers with 49 or fewer workers, who typically have a much higher failure rate and lack the resources and business network or support system to withstand a prolonged period of economic decline.

**CALIFORNIA RAPID RESPONSE FUNDING
SPECIAL PROJECT APPLICATION
NARRATIVE**

As documented at the May 16-17 2006, California Workforce Association's session on WIA Business Services; small businesses have the least knowledge of the Workforce Investment System One-Stop Career Center System. It is only logical that most small business do not use the One-Stop System if they don't have knowledge of it. As has been stated by both the U.S. Department of Labor and the State of California Workforce Investment Board, the small employer must be brought into and connected to the One-Stop collaborative system. This connection must inform small business that the One-Stop system can not only provide the Employer Services needed by small business (job listings, outreach, recruitment, referrals & placement) but also the One-Stop can be the portal to the entire array of Business Services available in the community. These business services will be listed under question 5 of this response and are to be provided by non-WIA funded collaborative partners in the One-Stop System.

The key phrase of this RR need is:

"...if the small business will not come to the One-Stop,
the One-Stop will go to the Business."

The connection must be made.

- A. Briefly (less than two pages) describe the project objectives, focusing on how it will address the conditions described above:

The 49er Project will build upon the planning and promising early roll out of the late spring '06 layoff aversion and business services program to small employers started with local WIA Golden Sierra funding. The 49er Project is focused on the following prime objective and several measurable outcomes, to track the Project's progress.

The 49er Project will further develop and conduct general dissemination on WIA programs, activities and business services to the small employer community (49 or less employees). It is anticipated that 300 plus new employers will be outreached with this WIA dissemination effort. Funded tasks shall include developing strategies for addressing dislocation events in the future (through the quarterly Roundtable meetings), identifying strategies for averting layoffs, overseeing layoff aversion strategies and developing strategies for linking with economic development, business retention and recruitment activities. All services provided under this project shall coordinate with the local Golden Sierra Rapid Response program which focuses on both assessing layoff aversion potential and business expansion strategies.

**CALIFORNIA RAPID RESPONSE FUNDING
SPECIAL PROJECT APPLICATION
NARRATIVE**

The Project's progress will be tracked using the following measures:

of employers provided with WIA Information on business services/activities.

of businesses having layoff aversion strategies devised.

of labor market surveys conducted.

Tracking, collecting and analyzing information related to worker dislocations, potential closings and worker layoffs.

Pulling together all the various resources that are available to benefit dislocated workers into a handy tool.

The types of business services provided in the Golden Sierra region (funded by WIA & non-WIA) will include: conducting planning meetings with employers; individual needs assessment for layoff aversion potential; providing information on services available in the local One-Stops and enhancing systems to provide on-site access to services; effective job matching and initial Skill Match tools (which also include CalJobs), customized job match/employer contact tools (including ECMS), marketing, financing and business planning, guidance on techniques to increase sales, human resources issues, and referral for employment and training services.

The 49er Project will provide or coordinate a variety of services and systems, highlighting an integrated network strategy and system linking employers and employees to the One-Stop. This will include contacts with potential employers for the purpose of placement of WIA participants. This will also include support for on-line business services and initial development of a central WEB Portal to link qualified persons with high skill/high demand jobs.

In order to facilitate the meeting of the measures listed above The 49er Project will sponsor and coordinate a quarterly meeting of all Rapid Response Contractors and collaborative partners participating in The 49er Project. This will be the Quarterly Roundtable meetings. Information and data will be shared, successes and problems will be analyzed and progress on meeting measures will be reviewed.

**CALIFORNIA RAPID RESPONSE FUNDING
SPECIAL PROJECT APPLICATION
NARRATIVE**

- B. Briefly (less than one page) discuss how this project will improve the connection of the Workforce Investment system with economic development (either private or public) and education (either private or public) to contribute to the economic vitality of individuals, businesses, and the community.

The 49er Project will ensure the success of the program by collaboratively including the key actors in the community relating to the Workforce Investment system, economic development and education. In the Golden Sierra region economic development is defined as making businesses, persons and the community wealthier. By working with all the entities that are concerned with businesses, persons and the community, the Project can contribute to the economic vitality of all three.

In the planning and development stage of this project, Golden Sierra Job Training Agency has worked with the Sierra Economic Development District, the Placer County Office of Economic Development, El Dorado County Economic Development staff, The Nevada County Economic Resource Council and Job One of El Dorado County. The last two organizations have as members the key local Chambers of Commerce and the Superintendent of Schools for El Dorado and Nevada Counties.

It is anticipated that these same groups will be involved in the implementation of the layoff aversion activities and business retention services. (note:WIA funds will not be used for business start-up, entrepreneurial training or other activities not related to layoff aversion). It is planned that the local economic development organizations will actively conduct The 49er Project under the coordination of the local Golden Sierra WIB/One-Stop system. The connection between the Workforce System and Economic Development started in 2006 will be advanced by this project. Attempts will also be made to include the economic development/community development staff of the four counties and the key cities in the region for their input and contributions. Their perspective may present new solutions to the worker shortage issues and enhancement to the layoff aversion project. The cities and counties will also be invited to the quarterly Rapid Response Lay Off Aversion Round Table.

Anticipated Contractual Services Specifications can be found on page 4.

- C. In the space provided in the table on the next page, list and quantify the specific activities to be conducted to implement the project. For example: "Meet with 100 employers to identify strategies for layoff aversion." The listed activities should be those that are necessary and sufficient to achieve the objectives described above. (Limit the description of each activity to no more than two lines of text.) For each activity, specify the number of the relevant allowable activity category from page four of this document and the planned budget for that activity. Display the portion of the total budget that will be consumed by each activity.

**CALIFORNIA RAPID RESPONSE FUNDING
SPECIAL PROJECT APPLICATION
NARRATIVE**

Activity	Category	Budget
Provision of WIA Information; programs, activities and business services to 300 plus employers (on-site)	667.262 (6)	\$ 70k
Devising lay-off aversion strategies for 75 employers	665.320 (d) (1)	\$ 40K
Developing strategies for addressing future dislocation events	665.320 (a) (1)	\$ 10K
Identifying strategies for averting layoffs	6(a) (2)65.320	\$ 10K
Provision of WIA Information; programs, activities and business services (distributed via mailing & electronic)	667.262 (6)	\$ 3K
Attending Quarterly RR Lay-off Aversion Round Table (all partners & other key community actors invited)	667.262 (3)	\$ 2K
Conduct labor market survey to determine employers hiring, and business retention needs ---300 plus surveys	667.262 (7)	\$ 10K
Business research activity in collecting and analyzing data related to economic dislocations/layoffs	665.320 (b)	\$ 10K
Reaching out to potential employers to establish the One-Stop Business Connection	667.262 (b) (1)	\$ 10K
Initial development of regional WEB Portal that connects WIA Services with employer community	667.262 (9)	\$ 15K
Work with Small Business Development Centers, Chambers of Commerce & Econ. Development groups	667.262 (b) (2)	\$ 5K
Analyze/enhance Regional Industry Cluster Analysis of the top 10 occupations in the five Golden Sierra regions	665.320 (b)	\$ 5K
		\$
		\$
Total Budget (should equal the funding request)		\$ 190K

(A

**CALIFORNIA RAPID RESPONSE FUNDING
SPECIAL PROJECT APPLICATION
NARRATIVE**

(NOTE: Responses to the following questions 6 through 14 should be provided in no more than four pages)

6. Describe and quantify the expected measurable effects, benefits and outcomes of the project (what will the project accomplish):

As previously stated, The 49er Project has quantified several measures to track progress as to benefiting the employer community. They include:

of businesses provided WIA Info/Business Services info-300 plus firms.

of businesses devising layoff strategies-75 employers.

providing 300 plus labor market surveys.

Delivering/mailling WIA informational materials to 500 persons/employers

300 plus on-site visits to Golden Sierra regional employers

Distribution of 1,500 Regional Industry Cluster Analysis to key entities in the community/region.

7. If this project continues an activity started previously, provide evidence of its effectiveness to date:

The 49er Project builds upon the planning and development of Golden Sierra's Layoff Aversion and Business Retention project started in the spring of 2006. Using local RR funds, the project was the first attempt to link the local Golden Sierra One - Stop system to the economic development community in order to better serve the regions local employers/firms. With less then 6 months of project roll out, the program has proven to be extremely successful to date.

Evidence of the effectiveness to date includes the blending of workforce and economic development activities and strategies. You actually have local economic development staff carry out RR and layoff aversion functions. The local economic development community is very supportive of this project.

Outreach materials have been developed; an Industry Cluster Analysis conducted on the top ten occupations in the five Golden Sierra Regions; labor market surveys have been developed and started to be conducted; needs analysis of several hundred local businesses for 'at risk' status; tools developed to conduct initial skill match/analysis and systems developed to refer employers/firms/persons to the services of the local One-Stop Career Center System and Business Services available in the community.

**CALIFORNIA RAPID RESPONSE FUNDING
SPECIAL PROJECT APPLICATION
NARRATIVE**

The Golden Sierra Job Training Agency has a long history of meeting or exceeding performance standards and expending workforce funds without audit or monitoring issues. The recent RR Program has been no different. Even when Golden Sierra converted to a new approach of subcontracting WIA services in 2005-06, funds were expended within approved levels and performance objectives and performance standards were met.

8. Describe the project's geographic coverage (explain if multiple LWIAs are involved):

The 49er Project will cover the Counties of Alpine, El Dorado, Placer and Nevada. The Project will work closely with all County governments and the key cities with in each county, such as Roseville, Lincoln, Rocklin, Loomis, Auburn, Nevada City, Grass Valley, Truckee, South Lake Tahoe and Placerville.

9. Describe the collaboration among organizations involved in the project:

As described above, The 49er Project will be a close collaboration between the Golden Sierra Job Training Agency, the Golden Sierra WIB, the local One-Stop system and all the key economic development actors in the Golden Sierra region. There will be contractual relationship between all the collaborative partners.

10. Describe efforts to coordinate this project with other organizations receiving RR funding in the geographic region covered by this project:

All entities in the Golden Sierra region receive their RR funding through the Golden Sierra WIB. All Rapid Response activities will be coordinated through the Golden Sierra One-Stop System and the Golden Sierra Job Training Agency contractual process. All Scope of Works in the various contracts will have language that states all local WIA activities must be coordinated through Golden Sierra. Each WIA subcontractor will be monitored to ensure that requirement is followed.

11. Describe the past performance regarding the implementation of past RR "allowable activity" grants:

The Golden Sierra Job Training Agency has a long and impressive track record of JTPA and WIA performance obtainment. This includes 21 out 22 years of exceeding performance standards and no questioned or disallowed costs in the annual CPA audit. In recent years, Golden Sierra completed all RR "allowable activities" specified in the RR Grant. Expenditures have all been in the acceptable level.

12. Describe how this project might result in benefits for other parts of the State:

The model of The 49er Project is to completely blend the services to the employer community from the Workforce and Economic Development One-Stop partners. From the employer's perspective, he is being served by The 49er Project in an integrated way. Also, the small employer is being served at his site, as the "One-Stop System is going to the small employer", making that key connection. And the connection is assured by the economic development groups having WIA Subcontracts issued by the local Workforce Investment Board.

**CALIFORNIA RAPID RESPONSE FUNDING
SPECIAL PROJECT APPLICATION
NARRATIVE**

13. Describe the cost effectiveness and sustainability of the project:

In reviewing WIAB05-55 "Dislocated Worker Funding for RR Special Projects", dated 12-27-05, the following comparisons can be made on last years' funded RR projects and the proposed Golden Sierra 49er Project:

These are cost comparisons on the number of employers served by on-site visits or being surveyed as compared to the total budget. They are based on the Project Summaries that spoke to either employer on-site visits or number of employers surveyed:

Project 2.	\$450	average cost per visit/survey
Project 6.	\$532	
Project 11.	\$3,125	
Project 14.	\$783	
Project 17.	\$769	
Project 19.	\$1,677	

The 49er Project \$633

As it can be seen, the Golden Sierra average cost to meet with the employers on-site and/or to conduct labor market surveys is well within the average funded by the State last year. As for sustainability of this effort, the Project got off the ground without special RR funds. This request is to enhance the Project. It is anticipated this model and mode of service will be covered in the future with local WIA allocations (and even some non-WIA funding sources) as the One-Stop moves more into serving the business customer.

14. Describe how the project will address one or more of the State Priorities listed in Attachment 2:

The 49er Project meets all four of the State Priorities listed in Attachment 2, especially the first three;

1. Lay-off Aversion – this funding is requesting the enhancement of efforts to identify and assist employers at risk of layoff due to competitive factors. The model being used is to partner with the Chamber and economic development groups to gather the information and data of a changing economy needed to ensure WIA funded training is current and relevant, and that scarce job training and WIA Business Service funds are leveraged as best as possible.

**CALIFORNIA RAPID RESPONSE FUNDING
SPECIAL PROJECT APPLICATION
NARRATIVE**

2. Innovation – The model used by The 49er Project is innovative because it radically changes the local rapid response system to become more responsive to local business, especially small business. This is done by having the local and regional economic development groups actually provide the RR Lay-off Aversion and WIA Business Services to the employer community. With this approach, the link between the WIA One-Stop System and the Economic Development Community is completed.
3. Small Business Services – The 49er Project by design has been sent to bring the "One-Stop to the small business employer". Working in a systematic manner through the chambers and the economic development groups, The 49er Project will serve hundreds of small business a year (49 or less employees), year-by-year. This will establish the connection between the One-Stop System and the small employer and most importantly establish a true business relationship between the One-Stop System and small employers.
4. Regional Impacts – The 49er Project will be provided over a 4 county region, thus standardizing WIA Business Services in the Golden Sierra region. Also, Golden Sierra, as full members of the Capitol Area Investment Zone (CAIZ), (SETA, Yolo and the NCC) will be more than willing to share lessons learned in the provision of regional WIA business services. In fact, the CAIZ group will address regional WIA Business Services as part of our regional planning activities for 2006-07. Golden Sierra, as part of the CAIZ, will be participating in capacity building in the regional area through such means as providing information and successful strategies for serving dislocated workers and small businesses that may need retention services and layoff aversion. (665.320(c)) This effort is in part being paid by Golden Sierra's bonus incentive grant for PY 06-07.

SCOPE OF WORK

EXHIBIT 1A

El Dorado-Alpine Counties WIA Consortia

1. PARTIES

This contract is by and between the Golden Sierra Job Training Agency (GSJTA) and the El Dorado County Human Services Department Community Action Agency (Contractor).

2. PURPOSE

The parties agree to enter into this contract for the purpose of delivering allowable Rapid Response (RR) Special Project activities from January 29, 2007 to December 31, 2007. This contract will adhere to all provisions of the Workforce Investment Act (WIA) and the parties will follow all regulations and guidance issued by the U.S. Department of Labor, the State of California and the GSJTA. The goal of this contract is twofold. One is to serve and to establish a business relationship with small businesses in the region. (Small business is defined as forty-nine (49) or less employees). The second goal is to meet and promote the State Rapid Response Priorities for the Special RR funds:

- * Lay-off Aversion Service:
 - Develop plans to identify and assist employers at risk of layoff due to competitive factors.
 - Establish partners to gather information on changing workforce needs due to changes in the regional/local economy.
- * Innovation:
 - Support innovated efforts to expand or redesign local RR Systems to become more responsive to local business.
- * Small Business Services:
 - Innovated ways to bring the One Stop Career Center System to the small business employer.
- * Regional Impact:
 - Support efforts to share innovated RR service models to the GSJTA LWIA and the wider Capitol Area Investment Zone.

3. FUND LEVELS

The approved funding for this contractor is:
WIA RR Funds \$60,000.00

4. NOTICES

All notices to be given by the parties hereto shall be in writing and served by depositing same in the U. S. Post Office, postage prepaid and return receipt requested. Notices, reports and payment shall be sent to the following individuals and addresses:

GSJTA:
George Hempe
Executive Director
11549 F Ave

El Dorado WIA
Joyce Aldrich
Program Manager
3057 Briw Rd., Ste A

Auburn, CA 95603
530-823-4631

Placerville, CA 95667
530-642-7276

STATEMENT OF WORK

As stated in the purpose section, Contractor agrees to promote the State Priorities for WIA Special RR services of Layoff Aversion, Innovation, Services to Small Business and Regional Impact. Specific activities to assist in meeting these priorities are:

ACTIVITIES

- * Provision of WIA information, One Stop programs and business services to 144 employers via on-site or in-person visits in El Dorado and Alpine Counties.
- * Conducting 144 Business/Labor Market surveys to determine employers hiring and business retention needs.
- * Devising lay-off aversion strategies for 36 employers.
- * Attending Quarterly RR Layoff Aversion Round Table (dates to be established by GSJTA).
- * Identifying strategies for averting layoffs.
- * Enhancing WIA small business outreach materials/products.
- * Provision of WIA RR information via mailings or electronic means.
- * Working with Small Business Development Centers, Chambers of Commerce, industry/trade groups, economic development groups and others in the provision and referral process of small business services.

REPORTING

In addition to required GSJTA fiscal and budget reports (submittal times to be determined by GSJTA Fiscal Office), the Contractor will submit to GSJTA a monthly program report detailing its progress in meeting the Statement of Work Activities., including a numerical and narrative summary. This report will be due on the 12th day of the following month. The monthly report will be done on a form agreed to by the Contractor and GSJTA. The Contractor may be required to make a Program Report (either verbal or written) to the GSJTA Governing Body and/or Golden Sierra Workforce Investment Board.

The Contractor will document on-site employer visits by use of the State EDD 121 form, or other form if agreed to by GSJTA. At times, GSJTA personnel (or its designee) may accompany Contractor on business employer visits.

Exhibit 2

**WIA 25% Rapid Response Funds
Budget Summary**

Applicant Name:	El Dorado County Human Services Department Community Action Agency	
Special Project Title	Subcontract R760321-04/526	
Term	1/1/2007 to 12/31/2007	
I. Budget Detail		Planned Expenditures
A. Staff Salaries		\$ 42,326
B. Number of full-time equivalents: .8		
C. Staff Benefits		\$ 1,446
D. Staff Benefit Rate (percent) 30.38%		
E. Staff Travel		\$ 800
F. Operating Expenses (communications, facilities, utilities, maintenance, consumable supplies, audit, etc.)		\$ 15,428
G. Furniture and Equipment		
1. Small Purchase (unit cost is less than \$5,000 such as computers, desks etc.)		
2. Equipment Purchase (unit cost is more than \$5,000 and useful life is more than one year.) <i>Complete Supplemental Budget Form-Exhibit D</i>		
3. Lease		
H. Consumable Testing and Instructional Materials		
I. Tuition Payments/Vouchers (N/A)		
J. On-the-Job Training (N/A)		
K. Participant Wages and Fringe Benefits (N/A)		
L. Participant Support Services (N/A)		
M. Job Retention Services (N/A)		
N. Contractual Services <i>Complete Supplemental Budget Form-Exhibit D</i>		
O. Indirect Costs*(complete items 1 and 2 below)		
P. Other (describe):		
Q. Total Funding		\$ 60,000
II. Quarterly Expenditure Plan		Cumulative Expenditures
A. 4/2007		\$ 3,000
B. 7/2007		\$ 21,000
C. 10/2007		\$ 36,000
D. 1/2008		\$ 60,000

GOLDEN SIERRA JOB TRAINING AGENCY

INTELLECTUAL PROPERTY PROVISIONS

1. **FEDERAL FUNDING**

In any agreement funded in whole or in part by the federal government, Golden Sierra Job Training Agency may acquire and maintain the Intellectual Property rights, title and ownership, which result directly or indirectly from the Agreement, except as provided in 37 Code of Federal Regulations part 4014.14. However, pursuant to 29 CFR section 97.34 the federal government shall have a royalty-free, non-exclusive, irrevocable, paidup license throughout the worlds in any manner for governmental purposes and to have and permit others to do so.

2. **OWNERSHIP**

- (a) Except where Golden Sierra Job Training Agency has agreed in signed writing to accept a license, Golden Sierra shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from or reduced to practice by Contractor or Golden Sierra which result directly or indirectly from this Agreement.
- (b) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents (whether or not issued), copyrights, trademarks, service arks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by Golden Sierra, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, county or jurisdiction.
 - 1) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, education materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purpose of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

Exhibit # 3

- (c) In the performance of this Agreement, Contractor may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of Golden Sierra's Intellectual Property in existence prior to the effective date of this Subgrant. Except as otherwise set forth herein, Contractor shall not use any of Golden Sierra's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of Golden Sierra. Except as otherwise set forth herein, neither the Contractor nor Golden Sierra shall give any ownership interest in or rights to its Intellectual Property to the other Party. If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to Golden Sierra, Contractor agrees to abide by all license and confidentiality restrictions applicable to Golden Sierra in the third-party's license agreement.
- (d) Contractor agrees to cooperate with Golden Sierra in establishing or maintaining Golden Sierra's exclusive rights in the Intellectual Property, and in assuring Golden Sierra's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters in any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the agreement(s) to include all Intellectual Property provisions of **paragraphs one through nine**. Such terms must include, but are not limited to, the Contractor assigning and agreeing to assign to Golden Sierra all rights, title and interest in Intellectual Property made, conceived derived from, or reduced to practice by the Contractor or Golden Sierra and which result directly or indirectly from this Agreement or any contract.
- (e) Contractor further agrees to assist and cooperate with Golden Sierra in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce Golden Sierra's Intellectual Property rights and interests.

RETAINED RIGHTS/LICENSE RIGHTS

- (a) Except for Intellectual Property made, conceived, derived from or reduced to practice by Contractor or Golden Sierra and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to Golden Sierra, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute and dispose of Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this subgrant, unless Contractor assigns all rights, titles and interest in the Intellectual Property as set forth herein.
- (b) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Subgrant, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of Golden Sierra or third party, or result in a breach or default of any provisions of **paragraph one through nine** or result in a breach of any provisions of law relating to confidentiality.

4. COPYRIGHT

- (a) Contractor agrees that for purposes of copyright law, all works (as defined in Ownership, Section 2, paragraph (b)1.)) of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire." Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (I) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (II) that person shall assign all right, title and interest to Golden Sierra to any work product made, conceived, derived from, or reduced to practice by Contractor and which result directly or indirectly from this Agreement.
- (b) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from or reduced to practice by Contractor or Golden Sierra and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from Golden Sierra.

PATENT RIGHTS

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to Golden Sierra a license as described under **paragraph three** for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to Golden Sierra, without additional compensation, all its right, title and interest in and to such inventions and to assist Golden Sierra in securing United State and foreign patents with respect thereto.

THIRD-PARTY INTELLECTUAL PROPERTY

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining Golden Sierra's prior written approval; and (ii) granting to or obtaining for Golden Sierra, without additional compensation, a license, as described in **paragraph three**, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and Golden Sierra determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to Golden Sierra.

7. WARRANTIES

- (a) Contractor represents and warrants that:
 - 1) It has and will secure all rights and licenses necessary for its performance of this Agreement.

Exhibit # 3

- 2) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
 - 3) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
 - 4) It has secured and will secure all rights and licenses necessary for Intellectual Property including, not limited to, consents, waivers or releases from all authors.
 - 5) Of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
 - 6) It has not granted and shall not grant to any person or entity and right that would or might derogate, encumber, or interfere with any of the rights granted to Golden Sierra in this Agreement.
 - 7) It has appropriate systems and controls in place to ensure that WIA funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - 8) It has no knowledge of any outstanding claims, licenses or other charges liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- (b) GOLDEN SIERRA MAKES NO WARRANTY, THAT THE INTELLIETUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

INTELLECTUAL PROPERTY INDEMNITY

- (a) Contractor shall indemnify, defend and hold harmless Golden Sierra and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs,

Exhibit # 3

and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of Golden Sierra's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or Golden Sierra and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the date of this Subgrant. Golden Sierra reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against Golden Sierra.

- (b) Should any Intellectual Property licensed by the Contractor to Golden Sierra under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonable and in good faith to preserve Golden Sierra's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to Golden Sierra. Golden Sierra shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for Golden Sierra to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, Golden Sierra may be entitled to a refund of all monies paid under this Agreement, without restrictions or limitation of any other rights and remedies available at law or in equity.
- (c) Contractor agrees that damages alone would be inadequate to compensate Golden Sierra for breach of any term of this Intellectual Property provisions of **paragraphs one through nine** by Contractor. Contractor acknowledges Golden Sierra would suffer irreparable harm in the event of such breach and agrees Golden Sierra shall be entitled to obtain equitable relief, without restriction or limitation of any other rights and remedies available at law or in equity.

9. SURVIVAL

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

GOLDEN SIERRA JOB TRAINING AGENCY

INSURANCE REQUIREMENTS

1. **INSURANCE**

Contractor shall file with Golden Sierra a Certificate of Insurance, with companies acceptable to Golden Sierra, with a Best's Rating of no less than A:VII showing the following coverage.

A. **Workers' Compensation and Employer's Liability Insurance**

- 1) Workers' Compensation Insurance shall be provided, as required, by any applicable law or regulation. Employer's Liability Insurance shall be provided in amounts not less than five hundred thousand dollars (\$500,000) each accident for bodily injury by accident, five hundred thousand dollars (\$500,000) policy limit for bodily injury by disease, and five hundred thousand dollars (\$500,000) each employee for bodily injury by disease.
- 2) If there is an exposure of injury to Contractor employees under the U. S. Longshoremen and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims. E
- 3) Each Workers' Compensation policy shall be endorsed with the following specific language:

Cancellation Notice "This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to Golden Sierra Job Training Agency."

- 4) Contractor shall require all sub-Contractor to maintain adequate Workers' Compensation Insurance. Certificates of Workers' Compensation shall be filed forthwith with Golden Sierra upon demand.

B. **General Liability Insurance**

- 1) Comprehensive General Liability or Commercial General Liability insurance shall be provided covering all operations by, or on behalf of Contractor, covering bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for contractual liability insuring the obligations assumed by Contractor in this Agreement.
- 2) One of the following forms is required:
 - a) Comprehensive General Liability;
 - b) Commercial General Liability (Occurrence); or
 - c) Commercial General Liability (Claims Made).

3) If Contractor carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- a) One million dollars (\$1,000,000) each occurrence;
- b) One million dollars (\$1,000,000) aggregate;

4) If Contractor carries a Commercial General Liability (Occurrence) policy:

- a) The limits of liability shall not be less than:
 - i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
 - ii) One million dollars (\$1,000,000) for Products-Completed Operations;
 - iii) One million dollars (\$1,000,000) General Aggregate.
- b) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately to this contract, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

5) Special Claims Made Policy From Provisions:

Contractor shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of Golden Sierra, which consent, if given, shall be subject to the following conditions:

- a) The limits of liability shall not be less than:
 - i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
 - ii) One million dollars (\$1,000,000) aggregate for Products-Completed Operations;
 - iii) One million dollars (\$1,000,000) General Aggregate.
- b) The insurance coverage provided by Contractor shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

C. Endorsements

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- 1) "The Governing Body of Golden Sierra Job Training Agency, its officers, agents, employees and volunteers, are to be covered as insureds for all liability arising out of operations, or on behalf of, the named insured in the performance of this Agreement."
- 2) "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to Golden Sierra with respect to any insurance or self-insurance programs maintained by the Agency, and no insurance held or owned by the Agency shall be called upon to contribute to a loss."
- 3) "This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to Golden Sierra."

D. Automobile Liability Insurance

- 1) Automobile Liability insurance shall be provided covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- 2) Covered vehicles should include owned, non-owned, and hired automobiles/trucks.

2. INDEMNITY

Contractor hereby agrees to protect, defend, indemnify and hold Golden Sierra free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees and all other expenses incurred by the Agency arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of Golden Sierra) and without limitation by enumeration, all other claims, or demands of every character occurring, or in any way incident to, in connection with or arising directly or indirectly out of this contract or agreement. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of the Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or Golden Sierra or to enlarge, in any way, the Contractor's liability but is intended solely to provide for indemnification of Golden Sierra from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to this contract or agreement.

GOLDEN SIERRA JOB TRAINING AGENCY

DEBT COLLECTION PROCEDURES

Effective 7/1/02

When a debt is established at the Contractor level as a result of an audit, a monitoring finding, an investigation, or other means, aggressive action will be taken to collect the debt.

These debt collection procedures outline action to be taken by Golden Sierra.

Golden Sierra Job Training Agency's Liability

As the recipient of WIA funds, Golden Sierra will be held liable for all funds received from Golden Sierra by its Contractors found not to have been expended in accordance with applicable laws and regulations. In order to help assure that Golden Sierra will be granted a waiver of liability for the disallowed costs incurred by a Contractor, Golden Sierra will:

- a. Adhere to a system for the award and monitoring of contracts with Contractors which includes standards for ensuring accountability;
- b. Enter into written contracts which establish clear goals;
- c. Act with due diligence to monitor the implementation of the Contractor's contract, including monitoring and auditing;
- d. Take prompt and appropriate corrective action, including debt collection, upon becoming aware of any evidence of a violation of the Act or regulations under the Act by the contractor.

Contractor Liability

The Contractor assumes liability for its actions under its contracts with Golden Sierra. If the Federal Government, the State of California, Golden Sierra or any other legally authorized entity, demands repayment of funds as a result of the Contractor or its delegate agency's violation of laws, regulations or contract provisions, the Contractor will repay to Golden Sierra the amount of funds directly related to the violation, including the actual cost of recovery.

1. Golden Sierra will normally follow a three-stage process to establish that a debt exists.
 - a. Questioned costs - Golden Sierra will question a cost when, in Golden Sierra's opinion, the cost is in violation of applicable Federal and State statutes or regulations, or Golden Sierra policies or contract stipulations, and/or the cost is not properly supported by documentation. Golden Sierra will inform the Contractor in writing of the questioned cost, and allow the Contractor a maximum of 30 days for corrective action or appeal to Golden Sierra.
 - b. Disallowed Costs - If the Contractor has not corrected and/or successfully appealed the questioned cost within the time allotted, Golden Sierra will inform the Contractor, in writing, that the cost is disallowed, and request a repayment or appeal to Golden Sierra within 30 days. The notice will also contain possible sanctions and options available, if any, for repayment.
 - c. Debt - A disallowed cost that has not been corrected or successfully appealed

Exhibit 5

within the time allotted will be considered a debt, and Golden Sierra will implement the debt collection procedures specified below.

2. After the time allowed for appeals has lapsed or after a decision that established a debt is rendered following an appeal, a written notification will be issued to the Contractor by Golden Sierra establishing a final debt. The notice will include:
 - a. An invoice issued by Golden Sierra;
 - b. Notification of the date the debt will be considered delinquent;
 - c. Possible sanctions if the debt is not repaid (including being barred from further finding pursuant to CUIC Section 15061 (b));
 - d. The rate at which interest will be charged, if applicable; and
 - e. Options available, if any, for repayment.
3. 30- and 60- day notice will be sent to the Contractor if payment has not been received or a satisfactory alternative repayment plan has not been negotiated.
4. When a debt is still outstanding after 90 days, a determination on a course of action will be made by Golden Sierra, or the appropriate committee, to use another method or collection. In making this determination, the following factors will be considered:
 - a. The amount of the debt;
 - b. Cost of further debt collection;
 - c. The amount collected to date; and
 - d. The probable success of pursuing further action to collect the debt.
5. Cash is the required method of repayment where there is a misexpenditure of funds due to willful disregard of the requirements of the Act, gross negligence, incidents of fraud, malfeasance, misapplication of funds, illegal acts or irregularities or failure to observe accepted standards of administration under WIA Section 184.
 - a. Generally cash payments will be made in a lump sum in accordance with the policies and procedures described in WIA Directive D01-5 within 30 calendar days of the date on which the debt was established as final.
 - b. Cash installment repayments may be used as a rare, last resort instance when debt collection efforts are impeded by an inability to pay the full debt amount in a lump sum.
 - i. Installment repayment agreements will usually be of short duration, from three to 12 months, with a maximum of 36 months (the duration is to be negotiated based on size of the debt and the debtor's ability to pay).
 - ii. Installment repayment agreements must be approved by WIA's Compliance Resolution Division (CRD). Requests must include documentary evidence of the debtor's current financial position and a certified statement by the debtor's chief executive officer describing:
 - 1) All efforts to acquire sufficient non-federal funds to liquidate the debt; and

- 2) The proposed repayment plan, including the amount, schedule and source of payments. The proposed repayment agreement must include a provision rendering the agreement null and void and the balance due and immediately payable 30 calendar days after a missed scheduled payment.
- iii. Make checks submitted as cash repayments payable to EDD and send them, within ten-calendar days of receipt by the LWIA to:

Employment Development Department Compliance Review
Division, MIC 22M P.O. Box 826880
Sacramento, CA 94280-0001

To insure proper credit, payments must include the Grant Number, the Program Year, the Title and Cost Category, and, when applicable, the Incident Report Number associated with the debt for which payment is being made.

- c. Adjustment in Payment: Under this method an agreement may be entered into with the Contractor whereby the grant is reduced by the amount of the debt while the program is maintained at an undiminished cost level supported by nonfederal contributions.
 - d. Withholding: This repayment method will involve Golden Sierra withholding amounts owed the Contractor for past services of other considerations already provided in satisfaction of the debt owed.
 - e. Stand-in costs: The Contractor must identify allowable costs associated with the contract during the contract period, but not charged to the contract and substitute those costs for the disallowed costs, thus erasing the debt. Such costs are subject to audit. Documentation must be maintained when such agreements are made.
 - f. Services in Lieu of Cash: This method involves a repayment agreement with the contractor whereby additional contractor services, above those originally agreed to with Golden Sierra, paid through nonfederal funds are negotiated. When it becomes clear that a Contractor cannot repay through any other repayment method, an agreement of this nature may be negotiated. This method requires a written agreement signed by both parties with conditions regarding the type of funds to be used, documentation subject to audit, a description of the services rendered, and a time limitations.
6. An accounts receivable will be set up on Golden Sierra's General Ledger with manual controls in the Fiscal Department to account for all debt collection cases and accomplishments related thereto. (This record must be maintained permanently and available for State and Federal review).
 7. When there is a misexpenditure of funds, copies of local final audit determinations must be provided to CRD. These copies must be provided regardless of the final determination with respect to the suspected or apparent fraud, mismanagement, or abuse. The EDD may then

either concur with the local audit determination or initiate its own determination process, which will supersede the local determination.

8. As soon as it becomes apparent to Golden Sierra that the Contractor cannot or will not repay a debt, within a reasonable amount of time, Golden Sierra will begin negotiations with the grantor agency (WID/DOL) for a waiver of Golden Sierra's liability from the debt. The waiver of Golden Sierra's liability to the Grantor Agency will not necessarily lead to a waiver for the Contractor's liability to Golden Sierra.
9. The following sanctions include a range of options available to Golden Sierra for minimizing the occurrence and/or repetition of questioned or disallowed costs or debts with a Contractor:
 - a. Failure by the Contractor to appropriately respond to a notice or questioned or disallowed costs, or a notice of debt may result in contract termination and/or withholding of funds.
 - b. In emergency situations, if Golden Sierra determines it necessary to protect the integrity of the funds or to ensure the proper operations of the program, Golden Sierra may immediately terminate or suspend financial assistance, in whole or in part if the Contractor is given prompt notice and the opportunity for a subsequent hearing by Golden Sierra, within 30 days after such termination or suspension.
 - c. Sanctions may include specific reporting requirements, increased service levels, reduced costs per client, or more stringent performance requirements, and/or the development and implementation of specific policies and procedures by the Contractor as a condition of contract continuations.
 - d. Golden Sierra may pursue litigation to recapture disallowed costs or debts incurred by the Contractor.
 - e. Golden Sierra may require reorganization of the Contractor's Board of Directors and/or staff to the satisfaction of Golden Sierra as a condition of contract continuation.

10. Protests and Appeals-

- a. Questioned Costs - The Contractors must appeal the questioned cost to Golden Sierra in the time allotted in the notice of Questioned Costs. If the Contractor is dissatisfied with the outcome of a verbal appeal, he/she may put their appeal in writing, specifying the costs questioned by Golden Sierra, and the Contractor's reasons for disagreement, including relevant documentation to support the Contractor's contentions.
- b. Disallowed Costs - If Golden Sierra denies the Contractor's appeal, Golden Sierra will notify the Contractor, in writing, specifying the reasons why, including relevant documentation to support Golden Sierra's contentions. The notice will also specify sanctions that may be imposed and the Contractor's right to appeal, in writing, within 30 days of receipt of the notice to Golden Sierra.
- c. Debts - Once a debt has been established, Golden Sierra will notify the Contractor, in writing, of the amount due, the repayment method, time frames for repayment, and sanctions that have or may be imposed. The Contractor may appeal any or all of these criteria to Golden Sierra. The appeal must be submitted to Golden Sierra within 30 days of the Contractor's receipt of initial notice of debt, contain specific objections and alternatives proposed by the Contractor, and relevant supporting

- documentation.
- d. Golden Sierra's Governina Body - Golden Sierra will present the written notices sent to the Contractor, the Contractor's written appeal, and relevant supporting documentation to Golden Sierra's Governing Body, with copies of the same to the Contractor. Golden Sierra's Governing Body will review the material and listen to a verbal presentation by the Contractor and Golden Sierra. The decision of Golden Sierra's Governing Body will be final.

GOLDEN SIERRA JOB TRAINING AGENCY

NONDISCRIMINATION ADDENDUM

1. During the performance of this agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS, mental disability, medical condition (cancer), age (over 40), marital status, pregnancy disability and denial of family care leave, CONTRACTOR and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
2. CONTRACTOR and its subcontractors shall comply with provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as it set forth in full.
3. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
4. CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement.

GOLDEN SIERRA JOB TRAINING AGENCY

ASSURANCES AND CERTIFICATIONS

I. **GENERAL ASSURANCES**

- A. CONTRACTOR assures that it will fully comply with the requirements of the Workforce Investment Act (WIA) and any state statutes implementing the WIA (State Statutes), or as those laws may be amended, all federal and state regulations issued pursuant to those Acts, the Governor's policies and procedures issued pursuant to WIA and State Statutes.
- B. CONTRACTOR, in operating a program funded under the WIA, assures that: (1) it will administer such program in full compliance with safeguards against fraud and abuse as set forth in WIA and the regulations promulgated thereunder; and (2) no portion of its WIA program will in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any individual on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIA Title I financially-assisted program or activity.
- C. Every reasonable course of action will be taken by CONTRACTOR in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism, questionable or improper conduct. This contract will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. CONTRACTOR, its officers, directors, executive staff and employees, in administering the contract, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or desire for personal gain.
- D. Officers, directors, executives and employees of CONTRACTOR will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this contract, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for CONTRACTOR to conduct business with a friend or associate of an officer, director, executive or employee of CONTRACTOR, an elected official in the area or a member of the Workforce Investment Board, a permanent record of the transaction shall be retained.
- E. As a condition to the award of financial assistance under WIA from the Department of Labor, CONTRACTOR assures, with respect to operation of the WIA-funded program or activity and all agreements or arrangements to carry out the WIA-funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Investment Act of 1998 (WIA), as amended including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 29 CFR Part 37. The United States has the right to seek judicial enforcement of this assurance.

- F. CONTRACTOR assures that it will designate an Equal Opportunity Officer or designate an appropriate individual responsible for adoption and publication of complaint procedures as required by federal regulations, 29 CFR Part 37 and that it will provide the following notice, in the manner required by 29 CFR §37.31, to applicants, eligible applicants, clients, applicants for employment, employees and members of the public, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with CONTRACTOR:

Equal Opportunity is the Law

It is against the law for this recipient of federal financial assistance to discriminate on the following basis:

- ✓ Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and
- ✓ Against any beneficiary of programs financially assisted under Title 1 of the Workforce Investment Act of 1998 (WIA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIA Title I financially-assisted program or activity.

The recipient must not discriminate in any of the following areas: 1) deciding who will be admitted, or have access, to any WIA Title I financially-assisted program or activity; 2) providing opportunities in, or treating any person with regard to, such a program or activity; or 3) making employment decisions in the administration of, or in connection with, such a program or activity.

II. ADDITIONAL ASSURANCES

CONTRACTOR hereby assures and certifies that it will comply with applicable laws, regulations, policies, guidelines, and requirements, including OMS Circulars Nos. A-95 and A-102, 45 CFR Part 74, and 45 CFR Part 92, and with applicable federal cost principles contained in OMS Circulars Nos. A-21, A-87, and A-122 as they relate to the acceptance and use of federal funds for this federally-funded project. CONTRACTOR also assures and certifies, with respect to the contract, that:

- A. If CONTRACTOR is a corporation it is registered with the Secretary of State of the State of California.
- B. It possesses legal authority to administer the funds; that a resolution, motion, or similar action has been duly adopted or passed as an official act of CONTRACTOR's governing body (Le., Board of Directors), authorizing the execution and acceptance of this contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of CONTRACTOR to act in connection with the contract and to provide such additional information as may be required.

- C. It will comply with Title VII of the Civil Rights Act of 1964, as amended, and the California Fair Employment and Housing Act (FEHA), (Government Code §§12900 et seq.), as amended, which provide that no person shall, on the ground of race, color, sex, age, religion, national origin, ancestry, physical disability, medical condition or marital status, be excluded from participation, in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity or which CONTRACTOR receives federal or state financial assistance.
- D. It will comply with Title VII of the Civil Rights Act of 1964, as amended, and the California Fair Employment and Housing Act (FEHA), as amended, prohibiting employment discrimination where (1) the primary purpose of the funding is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the funded activity.
- E. It will comply with provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and any amendments thereto, (42 U.S.C. §§4601 et seq.) which provides for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs or activities.
- F. It will comply, as applicable, with provisions of the Hatch Act, and any amendments thereto, (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- G. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Ad., and any amendments thereto, (29 U.S.C. §§201 et seq.) as they apply to employees of institutions of higher education, hospitals, and other nonprofit organizations as defined in these regulations.
- H. No funds received pursuant to this Contract will be used to assist, promote, or deter union organizing.
- I. It will comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12101 et seq.) and with all requirements imposed by the Equal Employment Opportunity Commission and by the U.S. Department of Labor pursuant to the regulations of the U.S. Department of Health and Human Services (45 CFR Part 85) promulgated under the foregoing statutes. CONTRACTOR agrees that, in accordance with the foregoing requirements, no otherwise-qualified handicapped person by reason of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance, and assures that it will take any measure necessary to effectuate this agreement.
- J. It will include for activities funded under any contract with GSJTA the equal employment opportunity clause prescribed by Executive Order 11246, as amended, and will require that its subcontractors include the clause in all contracts or subcontracts which have or are expected to have an aggregate value within a 12 month period exceeding \$10,000, in accordance with U.S. Department of Labor regulations.
- K. It will comply with standards for environmental quality control that may be prescribed

pursuant to responsibilities of the federal government under the National Environmental Policy Act of 1969, and any amendments thereto, (42 U.S.C §§4321 et seq.) and Executive Order 11514, and any amendments thereto.

L. It will comply with all applicable laws, regulations, Governor and GSJT A policies and procedures regarding the release of client identities and information. It further assures that it will:

1. keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
2. Provide written instructions to all of its employees with access to information provided by the other party of the confidential nature of the information and of the penalties for unauthorized use or disclosure found in section 1798.55 of the Civil Code, section 502 of the Penal Code, section 2111 of the Unemployment Insurance Code, section 10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.
3. Where appropriate, store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
4. Promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved, method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to GSJTA or the State.
5. Include these data and security and confidentiality requirements in any agreements with a third party to provide WIA services. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.
6. Designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and promptly notify GSJT A of any changes in that designation.

III. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C.~ 327-333)

CONTRACTOR assures and certifies that it will comply with the provisions of the Contract Work Hours and Safety Standards Act as further set forth below:

A. Overtime Requirements

No CONTRACTOR or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less

than one and one-half times his or her basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be.

B. Violation: liability for unpaid wages: liquidated damages

In the event of any violation of the clause set forth in subparagraph (A), CONTRACTOR and any subcontractor responsible therefore shall be liable to any affected employee for his or her unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under .contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in subparagraph (A), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (A).

C. Withholding for unpaid wages and liquidated damages

The U. S. Department of labor may withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (B).

D. Records

CONTRACTOR shall maintain payroll records containing the information specified in 29 CFR §516.2(a). Such records shall be preserved for three (3) years from the completion of the Contract.