



RESOLUTION NO. 041-2015  
OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

Workforce Investment Act Boilerplate Agreements

**WHEREAS**, the Federal Workforce Investment Act of 1998 (WIA) is the nation's principal workforce development legislation, providing funds to address the employment and training needs of adults, dislocated workers, and youth through a One-Stop delivery system; and

**WHEREAS**, the County of El Dorado Health and Human Services Agency (HHS) is the designated One-Stop Operator as defined in Section 121(d) of the WIA for El Dorado County; and

**WHEREAS**, HHS is a department of the County of El Dorado, is overseen by the County of El Dorado Board of Supervisors; and

**WHEREAS**, the WIA Program is a program administered by HHS; and

**WHEREAS**, through the WIA Program, participants are given the opportunity to gain training and/or paid work experience to improve their employability in the open job market; and

**WHEREAS**, the Health and Human Services Agency, working with County Counsel and Risk Management, has developed five WIA boilerplate agreements, including (1) On-the-Job Training, (2) Work Experience Worksite Agreement (Outside Employer), (3) Work Experience Workforce Agreement, (4) Individual Referral Training Contract, and (5) Individual Training Account Contract; and

**WHEREAS**, the boilerplate agreements define the roles and responsibilities of the County, the WIA participant, and the governmental or private sector entity providing training or work experience to WIA participants;

**NOW, THEREFORE, BE IT RESOLVED THAT** the Board of Supervisors of the County of El Dorado hereby delegates authority to the Director of the Health and Human Services Agency, or designee, to execute future Workforce Investment Act boilerplate agreements, using the "Workforce Investment Act boilerplate" template attached hereto as Exhibit A.

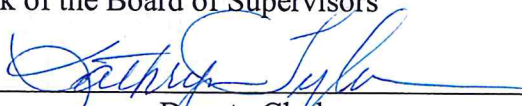
PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 7 day of April, 2015, by the following vote of said Board:

Attest:

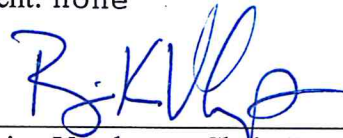
James S. Mitrison

Clerk of the Board of Supervisors

By:

  
Deputy Clerk

Ayes: Ranalli, Novase1, Mikulaco, Frentzen, Veerkamp  
Noes: none  
Absent: none



Brian Veerkamp, Chair, Board of Supervisors

# Exhibit A



## Health & Human Services Workforce Investment Act Program

*Employment and training services  
for El Dorado County*

Funding Source: \_\_\_\_\_  
Contract Number: \_\_\_\_\_

### ON-THE-JOB TRAINING (OJT) CONTRACT

This Contract is made and entered into for convenience this \_\_\_\_\_ day of \_\_\_\_\_ 20, by and between \_\_\_\_\_ (hereinafter called "EMPLOYER"), and the El Dorado Health and Human Services Agency, responsible for Community Action Agency Programs (hereinafter called "AGENCY").

**I. INTENT**

It is the intent of the Workforce Investment Act (W.I.A.) to provide eligible clients with training, which provides knowledge or skills needed for full and adequate job performance, while the clients are engaged in productive work in conformity with W.I.A., State of California Regulations, and AGENCY policy.

**II. EMPLOYER INFORMATION**

Employer: \_\_\_\_\_ Tax ID No.: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Authorized Representative: \_\_\_\_\_ Title: \_\_\_\_\_  
 # of Non-OJT Employees: \_\_\_\_\_ No. of Supervisors: \_\_\_\_\_ # of OJT Employees: \_\_\_\_\_  
 Partnership  Corp (Priv)  Corp (Non-Prof)  Indiv/Sole Prop  Pub. Entity   
 Product or Service: \_\_\_\_\_

**III. REIMBURSEMENT**

The EMPLOYER shall be reimbursed by AGENCY for a portion of the costs of training and lower productivity of OJT employees. Reimbursement will be at a level not to exceed the percentages noted below of the hourly wage (not including fringe benefits) earned by the employee while enrolled in the OJT program during the term of this contract.

- Up to 90 percent for employers with 50 or fewer employees\*
- Up to 75 percent for employers with 51 – 250 employees\*
- Up to 50 percent reimbursement for employers with more than 250 employees.

\*These reimbursement percentages are only approved through June 30, 2017 unless extended by the Federal Department of Labor. All reimbursement percentages are determined by the Federal Department of Labor and may adjust up or down after June 30, 2017.

Overtime paid in excess of the straight-time wage, shift differential, premium pay, and other non-regular wages, periods of illness, holidays, plant downtime, and other events where no training occurs will not be paid by AGENCY. EMPLOYER will provide AGENCY documentation verifying the OJT employee's wages (e.g. pay stubs), time and attendance with claims for reimbursement. Claims for reimbursement will be invoiced on a form(s) provided by AGENCY and paid monthly.

EMPLOYEE'S NAME:				Soc. Sec. No.: _____			
JOB TITLE	WORK WEEK HOURS	TOTAL HOURS	WAGE	BASE REIMB. RATE	CONTRACT PERIOD		TOTAL WEEKS
					FROM	TO	
			\$	\$			
			\$	\$			
			\$	\$			
Wage Upon Completion of Training: \$ _____				Maximum Contract Reimbursement: _____			



## Health & Human Services Workforce Investment Act Program

*Employment and training services  
for El Dorado County*

### III. REIMBURSEMENT - continued

Individuals receiving training on the job shall be compensated by the EMPLOYER at such rates, including periodic increases, as may be deemed reasonable under Regulations prescribed by the Secretary of Labor, but in no event at a rate less than that specified in Section 6(a) (1) of the Fair Labor Standards Act of 1938, or, if higher, under the applicable State or local minimum wage law. EMPLOYER agrees to pay overtime in accordance with California State Industrial Welfare Commission's Orders regulating wages and hours for the industry but that overtime will not be reimbursed by AGENCY.

### IV. EMPLOYEE/EMPLOYER PROVISIONS

Employee/Employer Relationships. The EMPLOYER shall employ the individual as a regular member of EMPLOYER's work force, subject to the same conditions of employment as the EMPLOYER's other employees, including termination for unsatisfactory performance thereafter. EMPLOYER shall continue to employ the individual upon successful completion of the training at the same or higher rate of pay than the individual received through the training period.

During the training, the EMPLOYER shall assure that each OJT employee:

- Is on the EMPLOYER's payroll.
- Receives the same benefits as the EMPLOYER's other employees performing similar work for the same number of hours per week.
- Is paid the salary indicated in Section III.
- Is provided Workers' Compensation coverage.
- Is provided a drug-free workplace that is in compliance with 29 CFR part 98.
- Is provided, by EMPLOYER, with safety instructions and equipment necessary for reasonable protection against injury and damage. Where special clothing or equipment is provided to the EMPLOYER's regular employees, EMPLOYER shall provide the same type of clothing or equipment to the trainees performing similar work.
- Is provided training in accordance with this Contract and the OJT Training Plan (Page 5).

EMPLOYER further assures that:

- No other person has been laid off from the same or a substantially equivalent job within the same organizational unit within the previous 12 months (or until the expiration of the period required by the EMPLOYER's recall list).
- EMPLOYER would not have hired employee without training benefits provided by the OJT Contract.
- Neither the EMPLOYER nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- Employee is not a member of the immediate family (marriage, adoption, or blood) of any employee who works in an administrative capacity for their company.
- Appropriate standards for health and safety will be maintained.

### V. GRIEVANCE PROCEDURES

The EMPLOYER's grievance procedures shall apply to OJT employees. Nothing in this Section shall require an EMPLOYER to establish a new grievance procedure, or to modify an existing procedure, as a condition of participation in this program. If the EMPLOYER does not have a grievance procedure, the OJT employee may use the AGENCY grievance procedures.

### VI. DEFAULT, TERMINATION, AND CANCELLATION

- A. Default: Upon the occurrence of any default of the provisions of this Contract, the party with knowledge of default shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be considered in default. The



## Health & Human Services Workforce Investment Act Program

*Employment and training services  
for El Dorado County*

time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Contract provision and shall demand that the party in default perform the provisions of this Contract within the applicable period of time. No such notice shall be deemed a termination of this Contract unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, AGENCY reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy:** This Contract, at the option of the AGENCY, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of EMPLOYER.
- C. Ceasing Performance:** AGENCY may terminate this Contract in the event EMPLOYER ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Contract.
- D. Termination or Cancellation without Cause:** AGENCY may terminate this Contract in whole or in part upon seven (7) calendar days written notice by AGENCY without cause. If such prior termination is effected, AGENCY will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to EMPLOYER and for such other services which AGENCY may agree to in writing as necessary for contract resolution. In no event, however, shall AGENCY be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, EMPLOYER shall promptly discontinue all services affected as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.
- E. AGENCY may terminate this Contract without prior notice as follows:**
- At such time as WIA funds are not made available to AGENCY through the State of California or Golden Sierra Job Training Agency for the purpose of carrying out this Contract; or
  - For EMPLOYER'S nonperformance or breach of this Contract, intentional violations, deceitful practices, fraud, and/or willful misinterpretation in the use of program funds.
- F. This Contract shall terminate immediately in the event the EMPLOYEE ceases to work for EMPLOYER. EMPLOYER shall immediately notify AGENCY by telephone of the termination and follow up in writing within one (1) working day of EMPLOYEE'S termination.**

### **VII. ADDITIONAL PROVISIONS**

**Retention and Maintenance of Records.** The EMPLOYER shall maintain payroll records, time records, attendance records, and records of job duties for each OJT employee. The records shall also include the date of entry and date of termination for each employee. The EMPLOYER shall keep and retain the records described above for a period of six (6) years from the date of enrollment into this program. The EMPLOYER shall make these records available for inspection upon notice by AGENCY, its authorized agent, the State of California, or the United States Secretary of Labor, at any time during normal business hours, upon reasonable notice.

**Bargaining Agent Concurrence.** If a bargaining agent agreement exists, the EMPLOYER certifies hereby that the collective bargaining agent has concurred with the OJT program, including the rate of pay specified herein, and that the Contract herein does not conflict with the collective bargaining agreement.

**Entire Agreement.** This Contract constitutes the complete and exclusive statement of the Contract between EMPLOYER and AGENCY. No terms, conditions, understanding or contract purporting to modify or vary this Contract shall be binding on any party unless hereafter made in writing and signed by the party to be bound and authorized by AGENCY. The EMPLOYER, and any agents and employees of the EMPLOYER in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of AGENCY. The EMPLOYER shall not subcontract in the name of AGENCY.



## Health & Human Services Workforce Investment Act Program

*Employment and training services  
for El Dorado County*

**Monitoring.** AGENCY, or its authorized representative, has the right to observe and monitor all conditions and activities involved in the performance of this Contract and has the right to verify cost or pricing data submitted with respect to this Contract by examining the EMPLOYER's books, records, or documents pertaining to the Contract during the EMPLOYER's normal business hours.

**Maintenance of Effort.** The EMPLOYER shall assure that OJT training shall not result in the displacement of currently-employed workers, including partial displacement, such as reduction in hours of non-overtime work, wages, or employment benefits.

No client in OJT shall be hired into, or remain working in, any position where another person:

- A. Is on lay-off from the same or substantially equivalent job within the same organizational unit. A lay-off is in effect:
- 1) Until the expiration of the period required by recall list; or
  - 2) If no recall list or re-employment rights exist, for a period of one year from the last lay-off or until the next operating year of the department or agency, whichever occurs first.
- B. Is on lay-off or has been bumped and has recall or bumping rights to that position, per a personnel code or practice or a collective bargaining agreement.

**Compliance.** In the performance of this Contract, EMPLOYER will comply with the W.I.A. regulations issued pursuant thereto and any amendments or revisions. The EMPLOYER will also comply with all applicable State of California laws and regulations pertaining to wages and working conditions; Title VI of the Civil Rights Act of 1964; and Government Code, Sections 11135 and 111395; and all applicable Federal, State and local laws, rules and regulations which deal with or relate to the employment of persons who are under this Contract. EMPLOYER will also comply with all W.I.A. Regulations promulgated under the Act, such as nepotism provisions, lobbying or political activities, sectarian activities, and all Federal and State statutes relating to employment (including nondiscrimination). This Contract in no way relieves the EMPLOYER of the responsibility for compliance with the provisions of the Fair Labor Standards Act, as amended. AGENCY reserves the right to recover, through due process, disallowed costs caused by EMPLOYER due to errors, omissions, or fraudulent activities. EMPLOYER is an Equal Opportunity Employer. No person with responsibilities in the operation of any program under this Contract will discriminate with respect to any program client or any applicant for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs, religion, age, or disability. Auxiliary aids and services will be made available upon request for individuals with disabilities by either EMPLOYER or AGENCY.

**Indemnity.** EMPLOYER shall defend, indemnify and hold AGENCY harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, AGENCY employees and the public, or damage to property or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the EMPLOYER'S services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the AGENCY, EMPLOYER, and employee(s) or any of these, except for the sole or active negligence of AGENCY, its officers and employees, or as expressly proscribed by statute. This duty of EMPLOYER to indemnify and save AGENCY harmless includes the duties to defend set forth in California Civil Code Section 2778.

**Conflict of Interest.** The parties to this Contract have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest or public officers and employees. EMPLOYER attests that it has no current business or financial relationship with any AGENCY employee(s) that would constitute a conflict of interest with provision of services under this Contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Contract. AGENCY represents that it is unaware of any financial or economic interest of any public officer or employee of EMPLOYER relating to this Contract. It is further understood and agreed that if such a financial interest does exist at the inception of this Contract either party may immediately terminate this Contract by giving written notice as detailed in the Article in the Contract titled, "Default, Termination and Cancellation".



## Health & Human Services Workforce Investment Act Program

*Employment and training services  
for El Dorado County*

**Interest of Public Official.** No official or employee of AGENCY who exercises any functions or responsibilities in review or approval of services to be provided by EMPLOYER under this Contract shall participate in or attempt to influence any decision relating to this Contract which affects personal interest or interest of any corporation, partnership or association in which he/she is directly or indirectly interested; nor shall any such official or employee of AGENCY have any interest, direct or indirect, in this Contract or the proceeds thereof.

**Independent Contractor/Liability.** EMPLOYER is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Contract. EMPLOYER exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Contract during the course and scope of their employment.

EMPLOYER shall be responsible for performing the work under this Contract in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. AGENCY shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to EMPLOYER or its employees.

**Taxpayer Identification Number (Form W-9).** EMPLOYER must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

**County Business License.** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado AGENCY without possessing a AGENCY business license unless exempt under AGENCY Code Section 5.08.070.

**Entire Agreement.** This Contract constitutes the complete and exclusive statement of the Contract between EMPLOYER and AGENCY. No terms, conditions, understanding or contract purporting to modify or vary this Contract shall be binding on any party unless hereafter made in writing and signed by the party to be bound and authorized by AGENCY. EMPLOYER and any agents and employees of the EMPLOYER in the performance of this Contract shall act in an independent capacity and not as officers, employees or agents of AGENCY. EMPLOYER shall not subcontract in the name of AGENCY.

**Contract Administrator.** The AGENCY officer or employee with responsibility for administering this contract is the Director of Health and Human Services Agency or successor.

All appeals and complaints related to this Contract should be addressed only to the AGENCY Director at 3057 Briw Road Placerville, CA 95667, telephone: (530) 642-7300. The Director shall advise appellants and complainants of the formal appeals procedures adopted by AGENCY.



**Health & Human Services  
Workforce Investment Act Program**

*Employment and training services  
for El Dorado County*

IN WITNESS WHEREOF, this Contract has been executed, by and on behalf of the parties hereto, this date:

**EMPLOYER:**

**El Dorado Health and Human Services Agency,  
responsible for Community Action Agency Programs:**

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name and Title, Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





**Health & Human Services  
Workforce Investment Act Program**

*Employment and training services  
for El Dorado County*

Contract No. \_\_\_\_\_

**ON-THE-JOB TRAINING PLAN**

Employee's Name: \_\_\_\_\_ Job Title: \_\_\_\_\_

Supervisor's Name: \_\_\_\_\_

Dot Code or Other: \_\_\_\_\_

Prerequisites for Job: \_\_\_\_\_

Description of Duties/Skills to be Learned	Estimated % of Hours

**In that AGENCY is a training program, it is important that both the client and supervisor are aware of what training is to be accomplished through the duration of the OJT contract, and agree with the above training plan.**

Date signed: \_\_\_\_\_ Job Supervisor: \_\_\_\_\_

OJT Employee: \_\_\_\_\_ Job Developer: \_\_\_\_\_



**Health and Human Services  
Workforce Investment Act Program**

*Employment and training services  
for El Dorado County*

Funding Source: \_\_\_\_\_  
Contract Number: \_\_\_\_\_

**WORK EXPERIENCE WORKSITE AGREEMENT (OUTSIDE EMPLOYER)**

This Contract is made and entered into for convenience this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter called "EMPLOYER"), and the El Dorado County Health and Human Services Agency, responsible for Community Action Agency Programs (hereinafter called "AGENCY").

**I. INTENT**

It is the intent of the Workforce Investment Act (W.I.A.) to provide eligible clients with training, which provides knowledge or skills needed to gain employment experience, while the clients are engaged in productive work in conformity with W.I.A., State of California Regulations, and AGENCY policy.

**II. EMPLOYER INFORMATION**

Employer: \_\_\_\_\_ Tax ID No.: \_\_\_\_\_  
Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Authorized Representative: \_\_\_\_\_ Title: \_\_\_\_\_  
Partnership  Corp (Priv)  Corp (Non-Prof)  Indiv/Sole Prop  Pub. Entity   
Product or Service: \_\_\_\_\_

**III. REIMBURSEMENT**

The EMPLOYER shall be reimbursed by AGENCY for the costs of training Work Experience (WEX) employees. Costs are defined as wages (not including fringe benefits) earned by the employee. Wages paid in excess of the straight-time wage such as shift differential, premium pay, overtime and other non-regular wages, periods of illness, holidays, plant downtime, and other events where no training occurs will be excluded from the WEX reimbursement. EMPLOYER will provide AGENCY with time and attendance records of WEX employees to document claims for reimbursement, on a form(s) provided by AGENCY. Claims for reimbursement will be invoiced and paid monthly.

EMPLOYEE'S NAME:				Soc. Sec. No.:		
JOB TITLE	WORK WEEK HOURS	TOTAL HOURS	WAGE	CONTRACT PERIOD		TOTAL WEEKS
				FROM	TO	
Wage Upon Completion of Training:			Maximum Contract Reimbursement:			

Notwithstanding Section VI. TERMINATION, this Contract will terminate when employee leaves the WEX program or on \_\_\_\_\_, or upon maximum contract reimbursement, whichever comes first. AGENCY reserves the right to refuse payment on claims for reimbursement received by AGENCY over 90 days after Contract termination.

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## Health and Human Services Workforce Investment Act Program

*Employment and training services  
for El Dorado County*

### **REIMBURSEMENT - continued**

Individuals receiving work experience shall be compensated by the EMPLOYER at minimum wage but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938, or, if higher, under the applicable State or local minimum wage law. EMPLOYER agrees that he will pay overtime in accordance with California State Industrial Welfare Commission's Orders regulating wages and hours for the industry but that overtime will not be reimbursed by AGENCY.

### **IV. EMPLOYEE/EMPLOYER PROVISIONS**

Employee/Employer Relationships. The EMPLOYER shall employ the individual as a regular member of EMPLOYER's work force, subject to the same conditions of employment as the EMPLOYER's other employees, including termination for unsatisfactory performance thereafter.

During the training, the EMPLOYER shall assure that each WEX employee:

- Is on the EMPLOYER's payroll.
- Receives the same benefits as the EMPLOYER's other employees performing similar work for the same number of hours per week.
- Is paid the salary indicated in Section III.
- Is provided Workers' Compensation coverage.
- Is provided a drug-free workplace that is in compliance with 29 CFR part 98.
- Is provided, by EMPLOYER, with safety instructions and equipment necessary for reasonable protection against injury and damage. Where special clothing or equipment is provided to the EMPLOYER's regular employees, EMPLOYER shall provide the same type of clothing or equipment to the trainees performing similar work.
- Provide a job description for each position requested. Job descriptions must be specific, describing the training the trainee will receive during their participation.
- Provide a well-supervised work experience to AGENCY trainees. The maximum trainee/supervisor ratio will be 10:1. Trainees will be under general supervision. All supervisors will be provided an AGENCY conducted supervisor orientation. The worksite supervisor will complete a trainee progress evaluation every pay period.
- Maintain and verify accurate attendance records and ensure hours are recorded only for time worked and AGENCY approved release time. Trainees will be granted work release time for AGENCY approved activities, such as scheduled employment interviews.
- Ensure that trainees have sufficient duties to occupy their time, as well as materials and/or tools to perform job tasks. Sufficient duties will also be required as a supplement in case of "inclement weather."
- Ensure that the working environment is safe and sanitary and in compliance with appropriate safety standards. The Worksite will maintain emergency information on trainees, including persons to notify in case of injury, illness or other emergency.
- Ensure that an Injury and Illness Prevention Program, in compliance with California Code of Regulations 3203, has been adopted by the Worksite.
- Comply with all labor laws, OSHA, the Workforce Investment Act and all regulations promulgated under the Act, including nondiscrimination regulations, nepotism provisions, lobbying or political activities, religious activities and all Federal and State statutes relating to employment.
- Ensure that the work experience training shall not result in the displacement of currently-employed workers, including partial displacement, such as reduction in hours of non-overtime work, wages or employment benefits.
- All trainees are required to take their meal breaks. In an exceptional circumstance wherein a trainee is not able to take a meal break due to unavoidable duties, which preclude the ability to take a meal break, the trainee shall immediately take a meal break and the Supervisor shall counsel the trainee on EMPLOYER's meal break policies. If the trainee completes the workday in six (6) hours or less, the meal break may be waived by mutual consent of the Supervisor and



## Health and Human Services Workforce Investment Act Program

*Employment and training services  
for El Dorado County*

trainee. Trainees shall not work more than six (6) hours in succession without a thirty (30) minute break.

- Make adaptive equipment and services available, upon request, to individuals with disabilities.
- By signing this Agreement, the EMPLOYER agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to 45 CFR 76 and EMPLOYER further certifies to the best of its knowledge and belief that it and its principals or affiliates or any sub-contractor utilized under the Agreement are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency. If the EMPLOYER is unable to certify to any of the statements in this certification, the EMPLOYER shall submit an explanation in writing to County.

### V. GRIEVANCE PROCEDURES

The EMPLOYER's grievance procedures shall apply to WEX employees. Nothing in this Section shall require an EMPLOYER to establish a new grievance procedure, or to modify an existing procedure, as a condition of participation in this program. If the EMPLOYER does not have a grievance procedure, the WEX employee may use the AGENCY grievance procedures.

### VI. TERMINATION

AGENCY may terminate this Contract without prior notice, as follows:

- At such time as funds are not made available to AGENCY through the State of California for the purpose of carrying out this Contract; or
- For nonperformance, breach of contract, intentional violations, deceitful practices, fraud, and/or willful misinterpretation in the use of program funds.
- At such time as EMPLOYER terminates Contract, EMPLOYER shall notify AGENCY within three (3) working days.

### VII. ADDITIONAL PROVISIONS

**Retention and Maintenance of Records.** The EMPLOYER shall maintain payroll records, time records, attendance records, and records of job duties for each WEX employee. The records shall also include the date of entry and date of termination for each employee. The EMPLOYER shall keep and retain the records described above for a period of six (6) years from the date of enrollment into this program. The EMPLOYER shall make these records available for inspection upon notice by AGENCY, its authorized agent, the State of California, or the United States Secretary of Labor, at any time during normal business hours, upon reasonable notice.

**Bargaining Agent Concurrence.** If a bargaining agent agreement exists, the EMPLOYER certifies hereby that the collective bargaining agent has concurred with the WEX program, including the rate of pay specified herein, and that the Contract herein does not conflict with the collective bargaining agreement.

**Entire Agreement.** This Contract constitutes the complete and exclusive statement of the Contract between EMPLOYER and AGENCY. No terms, conditions, understanding or contract purporting to modify or vary this Contract shall be binding on any party unless hereafter made in writing and signed by the party to be bound and authorized by AGENCY. The EMPLOYER, and any agents and employees of the EMPLOYER in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of AGENCY. The EMPLOYER shall not subcontract in the name of AGENCY.

**Monitoring.** AGENCY, or its authorized representative, has the right to observe and monitor all conditions and activities involved in the performance of this Contract and has the right to verify cost or pricing data submitted with respect to this Contract by examining the EMPLOYER's books, records, or documents pertaining to the Contract during the EMPLOYER's normal business hours.

**Maintenance of Effort.** The EMPLOYER shall assure that WEX training shall not result in the displacement of currently-employed workers, including partial displacement, such as reduction in hours of non-overtime work, wages, or employment benefits.



## Health and Human Services Workforce Investment Act Program

*Employment and training services  
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No client in WEX shall be hired into, or remain working in, any position where another person:

- A. Is on lay-off from the same or substantially equivalent job within the same organizational unit. A lay-off is in effect:
  - 1) Until the expiration of the period required by recall list; or
  - 2) If no recall list or re-employment rights exist, for a period of one year from the last lay-off or until the next operating year of the department or agency, whichever occurs first.
- B. Is on lay-off or has been bumped and has recall or bumping rights to that position, per a personnel code or practice or a collective bargaining agreement.

**Compliance.** In the performance of this Contract, EMPLOYER will comply with the W.I.A. regulations issued pursuant thereto and any amendments or revisions. The EMPLOYER will also comply with all applicable State of California laws and regulations pertaining to wages and working conditions; Title VI of the Civil Rights Act of 1964; and Government Code, Sections 11135 and 111395; and all applicable Federal, State and local laws, rules and regulations which deal with or relate to the employment of persons who are under this Contract. EMPLOYER will also comply with all W.I.A. Regulations promulgated under the Act, such as nepotism provisions, lobbying or political activities, sectarian activities, and all Federal and State statutes relating to employment (including nondiscrimination). This Contract in no way relieves the EMPLOYER of the responsibility for compliance with the provisions of the Fair Labor Standards Act, as amended.

AGENCY reserves the right to recover, through due process, disallowed costs caused by EMPLOYER due to errors, omissions, or fraudulent activities.

EMPLOYER is an Equal Opportunity Employer. No person with responsibilities in the operation of any program under this Contract will discriminate with respect to any program client or any applicant for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs, religion, age, or disability. Auxiliary aids and services will be made available upon request for individuals with disabilities by either EMPLOYER or AGENCY.

**Contract Administrator.** The County officer or employee with responsibility for administering this contract is the Director of Health and Human Services Agency or successor.

All appeals and complaints related to this Contract should be addressed only to AGENCY's Director at 3057 Briw Road Placerville, CA 95667, telephone: (530) 642-7300. The Director shall advise appellants and complainants of the formal appeals procedures adopted by AGENCY.

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**Health and Human Services  
Workforce Investment Act Program**

*Employment and training services  
for El Dorado County*

IN WITNESS WHEREOF, this Contract has been executed, by and on behalf of the parties hereto, this date:

**EMPLOYER:**

**El Dorado County Health and Human Services Agency,  
responsible for Community Action Agency Programs:**

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_, Director

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**HEALTH AND HUMAN SERVICES  
WORKFORCE INVESTMENT ACT PROGRAM**

*Employment and training services  
for El Dorado County*

Funding Source : \_\_\_\_\_

Agreement No.: \_\_\_\_\_

**PLACERVILLE:**  
Location: 3047 Briw Road  
Mailing: 3057 Briw Road  
Placerville, CA 95667  
(530) 626-4850  
Fax 626-9060

**SO. LAKE TAHOE:**  
Location: 3368 Lake Tahoe Blvd.  
Mailing: 3368 Lake Tahoe Blvd.,  
Suite 100  
SLT, CA 96150  
(530) 573-4330  
Fax (530) 543-6826

**WORK EXPERIENCE WORKSITE AGREEMENT**

Case Manager: \_\_\_\_\_

This document constitutes a non-financial agreement between El Dorado County Health and Human Services Agency (hereinafter called "AGENCY"), responsible for Community Action Agency Programs and

\_\_\_\_\_, (hereinafter called "WORKSITE"), to provide work experience as an activity of the Workforce Investment Act (WIA) Work Experience Training Program. One Worksite Agreement shall be completed for each trainee under the jurisdiction of that agency. The Supervisors' Manual is made a part of this Agreement by reference.

Worksite Department: \_\_\_\_\_

Worksite Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

This Agreement pertains to:

<u>Trainee Name</u>	<u>Job Title</u>
_____	General Trainee
_____	
(Social Security Number)	

The period of performance of the Agreement shall be from \_\_\_\_\_ to \_\_\_\_\_. The total number of hours contained in this Agreement shall be \_\_\_\_\_.

**AGENCY** assures that they will:

- 1) Provide wages;



**HEALTH AND HUMAN SERVICES  
WORKFORCE INVESTMENT ACT PROGRAM**

*Employment and training services  
for El Dorado County*

- 2) Provide benefits limited to Workers' Compensation insurance. No other benefits, such as sick leave, vacation leave, or health insurance will be provided;
- 3) Ensure that trainees have obtained the appropriate documents enabling them to participate in work experience;
- 4) Provide orientation to both worksite supervisor(s) and trainee(s).

The WORKSITE assures that they will:

- 1) Provide a job description for each position requested. Job descriptions must be specific, describing the training the trainee will receive during their participation.
- 2) Provide a well-supervised work experience to WIA trainees who are employees of the AGENCY. The maximum trainee/supervisor ratio will be 10:1. Trainees will be under general supervision. All supervisors will be provided an AGENCY-conducted Supervisor Orientation. The worksite supervisor will complete a trainee progress evaluation every pay period (as part of the timecard).
- 3) Provide a drug-free workplace that is in compliance with 29 CFR, part 98.
- 4) Maintain and verify accurate attendance records and ensure hours are recorded only for time worked and AGENCY-approved release time. Trainees will be granted work release time for AGENCY-approved activities, such as scheduled employment interviews.
- 5) Ensure that trainees have sufficient duties to occupy their time, as well as materials and/or tools to perform job tasks. Sufficient duties will also be required as a supplement in case of "inclement weather."
- 6) Ensure that the working environment is safe and sanitary and in compliance with appropriate safety standards. The WORKSITE will maintain emergency information on trainees, including persons to notify in case of injury, illness, or other emergency.
- 7) Ensure that an Injury and Illness Prevention Program, in compliance with California Code of Regulations 3203, has been adopted by the Worksite.
- 9) Comply with all labor laws, OSHA, the Workforce Investment Act and all regulations promulgated under the Act, including nondiscrimination





**HEALTH AND HUMAN SERVICES  
WORKFORCE INVESTMENT ACT PROGRAM**

*Employment and training services  
for El Dorado County*

regulations, nepotism provisions, lobbying or political activities, religious activities, and all Federal and State statutes relating to employment.

10) Ensure that the work experience training shall not result in the displacement of currently-employed workers, including partial displacement, such as reduction in hours of non-overtime work, wages or employment benefits.

11) All trainees are required to take their meal breaks. In an exceptional circumstance wherein a trainee is not able to take a meal break due to unavoidable duties, which preclude the ability to take a meal break, the trainee shall immediately notify the Supervisor of the missed meal break. The trainee shall immediately take a meal break and the Supervisor shall counsel the trainee on WORKSITE meal break policies. If the trainee completes the workday in six (6) hours or less, the meal break may be waived by mutual consent of the Supervisor and trainee. Trainees shall not work more than six (6) hours in succession without a thirty (30) minute break.

12) Make adaptive equipment and services available, upon request, to individuals with disabilities.

By signing this Agreement, the WORKSITE agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to 45 CFR 76 and WORKSITE further certifies to the best of its knowledge and belief that it and its principals or affiliates or any sub-contractor utilized under the Agreement are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency. If the WORKSITE is unable to certify to any of the statements in this certification, the WORKSITE shall submit an explanation in writing to County.

This Agreement is subject to monitoring by the AGENCY, State of California, and the Department of Labor, and is contingent upon the availability of funds to AGENCY.

The County officer or employee with responsibility for administering this contract is the Director of Health and Human Services Agency or successor.

**TRAINEE:**

**WORKSITE DEPARTMENT REPRESENTATIVE:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

Date

\_\_\_\_\_  
Signature

Date



**HEALTH AND HUMAN SERVICES  
WORKFORCE INVESTMENT ACT PROGRAM**

*Employment and training services  
for El Dorado County*

**CASE MANAGER:**

**El Dorado County Health and Human  
Services, responsible for Community  
Action Agency Programs:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Director

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Health and Human Services  
Workforce Investment Act Program**

Funding Source: \_\_\_\_\_  
Contract Number: \_\_\_\_\_

**INDIVIDUAL REFERRAL (IR) TRAINING CONTRACT**

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_, 20\_\_,  
by and between \_\_\_\_\_  
(hereinafter called "PROVIDER), and the El Dorado County Health and Human  
Services Agency, responsible for Community Action Agency Programs (hereinafter  
called "AGENCY").

**I. PROVIDER INFORMATION**

Provider: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_ Fed. Tax ID #: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Authorized Representative: \_\_\_\_\_ Title: \_\_\_\_\_

**II. CLIENT INFORMATION**

Name: \_\_\_\_\_ Soc. Sec. No.: \_\_\_\_\_  
Training Program: \_\_\_\_\_  
Start Date: \_\_\_\_\_ Total Training Hours: \_\_\_\_\_  
Completion Date: \_\_\_\_\_

**III. SUMMARY OF COSTS**

TRAINING COSTS	TOTAL AMOUNT	WIA AMOUNT	GRANT		OTHER	
			AMOUNT	SOURCE	AMOUNT	SOURCE
TUITION						
REGISTRATION FEE						
BOOKS						
SUPPLIES						
TOOLS						
EQUIPMENT						
OTHER:						
TOTAL:						

**IV. PAYMENT SCHEDULE**

Payments will be made  Monthly  Quarterly  Other \_\_\_\_\_. Claims for reimbursement  
are due no later than 30 days from the last day of the scheduled billing period.

## **V. REIMBURSEMENT**

Provider shall submit claims on forms provided by AGENCY and will be reimbursed only for the costs identified under Section III, Summary of Costs. PROVIDER shall submit attendance reports and monthly evaluations to support all claims (community and state colleges are exempt). Claims will not be honored without proof of current Private Post-Secondary approval or waiver.

## **VI. DISPUTES AND GRIEVANCES**

In the event of a dispute between the parties, a joint meeting will be convened to attempt informal resolution. Should informal discussion fail to resolve disputed issues, either party may request formal resolution in accordance with applicable grievance procedures.

## **VII. FUNDING OBLIGATION**

This contract may be terminated in whole or in part if AGENCY fails to receive sufficient Workforce Investment Act (WIA) funds to meet any or all of its obligations due to fund reduction, suspension, termination or other causes. AGENCY shall have the right to immediately and unilaterally reduce all or part of its obligations under this contract.

## **VIII. CONTRACT PROVISIONS**

A. PROVIDER shall ensure that:

1. AGENCY will be informed of the amounts and disposition of financial aid awards to WIA students.
2. AGENCY will be provided with a copy of the Student Aid Report (SAR) received from the Department of Education.
3. Contracts will be adjusted based on financial aid awarded after the start of the contract.
4. Complete records and reports with regard to work performed, Pell Grant awards, and other types of financial aid for the student will be kept and made available to AGENCY at their request.
5. PROVIDER shall allow access by the student, the subrecipient, the Department of Labor, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records (including computer records) of the provider or subcontractor which are directly pertinent to charges of the program, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to provider's and subcontractor's personnel for the purpose of interviews and discussion related to such documents.
6. Appropriate standards for health and safety are maintained.
7. Appropriate standards for a drug-free environment, codified at 29 CFR, part 98, are maintained.
8. A copy of the PROVIDER'S refund policy is submitted to AGENCY upon contract execution. Provisions outlined in the policy will be strictly adhered to during the course of the contract. Provider ensures that it will notify AGENCY of early client dropouts. Refunds must be processed by the PROVIDER no later than 90 days after the client's early withdrawal from the program and PROVIDER'S refund policy shall apply to AGENCY, not student, for W.I.A. portion of expenses.

**B. PROVIDER further assures that:**

1. Its agents and employees and any members of its governing body will avoid any actual, potential or appearance of conflict of interest.
2. Neither the PROVIDER nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
3. It will adhere to current AGENCY Individual Referral Training Guidelines.
4. It will comply fully with the Workforce Investment Act, and all regulations promulgated under the Act, including nondiscrimination regulations, nepotism provisions, lobbying or political activities, religious activities and the government's right to seek judicial enforcement of the nondiscrimination assurances.
5. It is an Equal Opportunity Program. Adaptive Equipment and services will be made available upon request to individuals with disabilities by either PROVIDER or AGENCY.

The County officer or employee with responsibility for administering this contract is the Director of Human Services, or successor.

I certify that I am fully aware of the provisions of this contract and that I agree with and understand the Summary of Costs.

\_\_\_\_\_  
Client Signature

**PROVIDER:**

\_\_\_\_\_  
Case Manager Signature

**El Dorado County Health and Human Services,  
responsible for Community Action Agency  
Programs:**

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Placerville  
3047 Briw Road  
Placerville, CA 95667  
(530) 642-4850  
Fax: (530) 626-9060

So. Lake Tahoe  
3368 Johnson Blvd, Ste. 100  
SLT, CA 96150  
(530) 573-4330  
Fax (530) 543-6826



# HEALTH AND HUMAN SERVICES WORKFORCE INVESTMENT ACT PROGRAM

*Employment and training services  
for El Dorado County*

## **INDIVIDUAL REFERRAL TRAINING GUIDELINES**

### **I. PURPOSE**

The Individual Referral (IR) Program is designed to provide the best possible vocational training to Workforce Investment Act (WIA) Youth clients on the basis of the client's interest, labor market demands, and the El Dorado County Health and Human Services Agency (HHS) case manager's discretion. To accomplish this goal, the following guidelines have been developed.

### **II. TRAINING VENDOR ELIGIBILITY**

#### **A. Golden Sierra Workforce Investment Board Youth Eligible Training Provider List (YETPL)**

All training vendors (schools), prior to being considered for the IR Training Program, must be named on the Golden Sierra WIB's YETPL. To qualify for the list, training vendors must have the following on file with the Golden Sierra WIB:

##### **1. Private Schools:**

- A completed Training Provider Application and a corresponding Training Program Application for each program.
- Satisfactory past placement rates (when available).
- Competitive off-the-shelf price list (fee schedule).
- Catalog (or equivalent description of curriculum).
- Current Bureau for Private Postsecondary and Vocational Education approval (BPPVE).

##### **2. Public Institutions of Higher Education:**

- A completed Training Provider Application and corresponding Training Program Application for each program.
- Satisfactory past placement rates (when available).
- Competitive off-the-shelf price list (fee schedule).
- Catalog (or equivalent description of curriculum).
- Verification of Public Education Status or Accreditation.

#### **B. Labor Market**

All training contracts must relate to the local labor market as deemed appropriate by the WIB based on annual recommendations of the Youth Council.

#### **C. Bureau for Private Postsecondary Vocational and Education approval (BPPVE)\***

All private vendors (except those with a waiver from BPPVE), must have on file, a current approval from the State of California or appropriate State. A copy of the school's application to the BPPVE and proof of payment of fees, or a letter from BPPVE stating that the vendor has applied and been

granted temporary approval, may be accepted in lieu of actual approval. This substitution may be allowed due to the excessive length of the time that it may take to receive full approval from BPPVE.

### **III. CLIENT ELIGIBILITY**

All clients enrolled in the IR program must be WIA eligible. They must also have been referred to the IR program as a result of an assessment and/or the Individual Service Strategy (ISS) for WIA Youth. No one already attending school will be considered for an IR at that school unless, at the discretion of the HHSA case manager, the need has been documented in the client's ISS. The HHSA Program Manager must approve all special circumstances.

### **IV. FEDERAL AND STATE FUNDED FINANCIAL ASSISTANCE**

When other financial resources are unavailable, WIA funds can be used to pay for training costs and living expenses. Examples of grants to be explored include PELL, SEOG and CAL-C. WIA funds cannot be used to pay training costs or expenses where financial assistance or support service monies are available from other entities for the same purpose. WIA funds are to be used only to supplement, not supplant, other training assistance resources. The ISS or case notes shall include documentation of the client's financial assistance needs and the proper mix of WIA and other monies available.

The training provider shall assure that PELL/SEOG and/or other Federal/State or local grants available to the WIA client will not be used for the same expenses. The Financial Aid Verification Form must be completed by the vendor and kept in the client's case file. The training provider shall fully disclose to HHSA the total financial obligations of the training and the investment being made by the client. Clients shall be signatory to the contract between the training provider and HHSA, certifying that they are aware of, and agree with, the summary of costs. In addition, grant monies, which are received after execution of the contract, shall be disclosed and refunded to HHSA if they supplant other training related resources.

### **V. SELECTION OF TRAINING VENDOR**

The client and the HHSA case manager must take into consideration several issues before deciding on the best training vendor. At the time this decision is made, the justification for Training Vendor Selection Form must be completed and added to the client case file. Also, an Individual Referral Client Funding (Contracted) Obligation form must be completed. The contracted obligation form allows the Fiscal department to set aside the cost of the training and keep the budget current.

### **VI. INDIVIDUAL REFERRAL TRAINING CONTRACT**

Training vendors must enter into an IR contract with HHSA for each client receiving WIA funds to attend training at that school. HHSA staff will review the contract with the training vendor for overall acceptability. Due to changing conditions, this contract may be modified upon mutual agreement of HHSA staff and the training vendor.

Two copies of the contract, each with original signatures, must be submitted to HHSA. After being signed by the HHSA Director, one original copy will be retained by HHSA; the other will be returned to the training provider. This process also pertains to contract modifications.

**VII. CLIENT PROGRESS**

Progress reports or evaluations shall be submitted to the HHSA case manager on a monthly basis, or at intervals agreed upon by the HHSA case manager and the training vendor. When clients are at risk of being placed on "academic probation," as defined by the training vendor, the vendor shall notify the HHSA case manager so that intervention can occur to ensure successful progress by the client.

**VIII. MONITORING AND EVALUATION**

There will be informal, on-going monitoring and evaluation conducted by HHSA staff. In addition, formal monitoring will be conducted at least once during the contract period or randomly if a problem surfaces.

The monitoring and evaluation will encompass the following considerations:

**A. Vendor**

On-site monitoring visits to vendors will be conducted at least once during the contract period or if a problem surfaces. HHSA staff will make every effort to arrange the visits at a time convenient for vendor staff. On-line training vendors or schools that are located outside of the Sacramento Metropolitan area shall have a desk review only.

**B. Client**

On-site monitoring will include contacting clients to assure they are receiving training as designated by the IR contract they have signed. Personal contact during class time will be kept to a minimum to avoid classroom interruption. When appropriate, clients may be contacted by mail or by telephone during non-class hours. In addition, training vendors are required to submit student evaluations to HHSA on a monthly basis or as appropriate.

**IX. INVOICING AND DOCUMENTATION**

The HHSA invoice form shall be used for all IR reimbursements to training vendors. Invoices shall be submitted as agreed upon by HHSA and the training vendor.

After being reviewed for accuracy and verified for accompanying documentation, payment of invoices will be approved by the appropriate HHSA staff. Approximately four to six weeks should be allowed for invoice processing.

Monthly evaluations, if required, are to be on file with the HHSA case manager prior to payment being processed.

HHSA reserves the right to refuse payment on invoices submitted over 90 days after contract end date.





**HEALTH AND HUMAN SERVICES  
WORKFORCE INVESTMENT ACT PROGRAM**

*Employment and training services  
for El Dorado County*

Funding Source: \_\_\_\_\_  
 Initial Contract Number: \_\_\_\_\_  
 Revised Contract Number: \_\_\_\_\_  
 Modification Number: \_\_\_\_\_

**INDIVIDUAL REFERRAL CONTRACT MODIFICATION**

Provider: \_\_\_\_\_

Client's Name: \_\_\_\_\_

The above-referenced contract is amended to reflect a change in:

- The dollar amount of the contract: From: \$ \_\_\_\_\_ To: \$ \_\_\_\_\_
- The length of the contract: Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_
- Other: \_\_\_\_\_

Reason for Modification: \_\_\_\_\_

**SUMMARY OF COSTS**

TRAINING COSTS	TOTAL AMOUNT	WIA AMOUNT	GRANT		OTHER	
			AMOUNT	SOURCE	AMOUNT	SOURCE
TUITION						
REGISTRATION FEE						
BOOKS						
SUPPLIES						
TOOLS						
EQUIPMENT						
OTHER:						
TOTAL:						

I certify that I am aware of and agree with this Modification.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
W.I.A. Program Manager Signature

\_\_\_\_\_  
Training Provider (School Name)

El Dorado County Health and Human Services,  
Responsible for Community Action Agency Programs  
\_\_\_\_\_  
Typed Name of Agency

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Typed Name and Title **Director**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Rev: 1/2014



Health and Human Services  
Workforce Investment Act Program

Funding Source: \_\_\_\_\_  
Contract Number: \_\_\_\_\_

**INDIVIDUAL TRAINING ACCOUNT CONTRACT**

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ ,  
by and between \_\_\_\_\_

(hereinafter called "PROVIDER), and the El Dorado County Health and Human Services Agency, responsible for Community Action Agency Programs (hereinafter called "AGENCY").

**I. PROVIDER INFORMATION**

Provider: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_ Title: \_\_\_\_\_

**II. CLIENT INFORMATION**

Name: \_\_\_\_\_ Soc. Sec. No.: \_\_\_\_\_

Training Program & ETPL #: \_\_\_\_\_

Start Date: \_\_\_\_\_ Total Training Hours: \_\_\_\_\_

Completion Date: \_\_\_\_\_

**III. SUMMARY OF COSTS**

TRAINING COSTS	TOTAL AMOUNT	WIA AMOUNT	GRANT		OTHER	
			AMOUNT	SOURCE	AMOUNT	SOURCE
TUITION						
REGISTRATION FEE						
BOOKS						
SUPPLIES						
TOOLS						
EQUIPMENT						
OTHER:						
TOTAL:						

**IV. PAYMENT SCHEDULE**

Payments will be made  Monthly  Quarterly  Other \_\_\_\_\_. Claims for reimbursement are due no later than 30 days from the last day of the scheduled billing period.

#### **V. REIMBURSEMENT**

PROVIDER shall submit claims on forms provided by AGENCY and will be reimbursed only for the costs identified under Section III, Summary of Costs. PROVIDER shall submit attendance reports and monthly evaluations to support all claims (community and state colleges are exempt). Claims will not be honored without proof of current Private Post-Secondary approval or waiver.

#### **VI. DISPUTES AND GRIEVANCES**

In the event of a dispute between the parties, a joint meeting will be convened to attempt informal resolution. Should informal discussion fail to resolve disputed issues, either party may request formal resolution in accordance with applicable grievance procedures.

#### **VII. FUNDING OBLIGATION**

This contract may be terminated in whole or in part if AGENCY fails to receive sufficient Workforce Investment Act (WIA) funds to meet any or all of its obligations due to fund reduction, suspension, termination or other causes. AGENCY shall have the right to immediately and unilaterally reduce all or part of its obligations under this contract.

#### **VIII. CONTRACT PROVISIONS**

##### **A. PROVIDER shall ensure that:**

1. AGENCY will be informed of the amounts and disposition of financial aid awards to WIA students.
2. AGENCY will be provided with a copy of the Student Aid Report (SAR) received from the Department of Education
3. Contracts will be adjusted based on financial aid awarded after the start of the contract
4. Complete records and reports with regard to work performed, Pell Grant awards and other types of financial aid for the student will be kept and made available to AGENCY at their request.
5. PROVIDER shall allow access by the student, the subrecipient, the Department of Labor, the Comptroller General of the United States or any of their duly authorized representatives to any books, documents, papers and records (including computer records) of the PROVIDER or subcontractor which are directly pertinent to charges of the program, in order to conduct audits and examinations and to make excerpts, transcripts and photocopies; this right also includes timely and reasonable access to PROVIDER's and subcontractor's personnel for the purpose of interviews and discussion related to such documents.
6. Appropriate standards for health and safety are maintained.
7. Appropriate standards for a drug-free environment, codified at 29 CFR, part 98, are maintained.
8. A copy of PROVIDER's refund policy shall be submitted to AGENCY upon contract execution. Provisions outlined in the policy will be strictly adhered to during the course of the contract. PROVIDER ensures that it will notify AGENCY of early client dropouts. Refunds must be processed by the PROVIDER no later than 90 days after the client's early withdrawal from the program and PROVIDER'S refund policy shall apply to AGENCY, not student, for W.I.A. portion of expenses.

**B. PROVIDER further assures that:**

1. Its agents and employees and any members of its governing body will avoid any actual, potential or appearance of conflict of interest.
2. PROVIDER agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to 45 CFR 76 and WORKSITE further certifies to the best of its knowledge and belief that it and its principals or affiliates or any sub-contractor utilized under the Agreement are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency. If the WORKSITE is unable to certify to any of the statements in this certification, the WORKSITE shall submit an explanation in writing to County.
3. It will adhere to current AGENCY Individual Training Award Guidelines.
4. It will comply fully with the Workforce Investment Act, and all regulations promulgated under the Act, including nondiscrimination regulations, nepotism provisions, lobbying or political activities, religious activities and the government's right to seek judicial enforcement of the nondiscrimination assurances.
5. It is an Equal Opportunity Program. Adaptive equipment and services will be made available upon request to individuals with disabilities by either PROVIDER or AGENCY.

The County officer or employee with responsibility for administering this contract is the Director of Health and Human Services Agency or successor.

I certify that I am fully aware of the provisions of this contract and that I agree with and understand the Summary of Costs.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
W.I.A. Case Manager Signature

**PROVIDER:**

**El Dorado County Health and Human Services Agency, responsible for Community Action Agency Programs:**

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
, Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Placerville:  
3057 Briw Road  
Placerville, CA 95667  
(530) 642-4850  
Fax (530) 626-9060

So. Lake Tahoe:  
3368 Lake Tahoe Blvd Ste 100  
So. Lake Tahoe, CA 96150  
(530) 573-4330  
Fax (530) 543-6826



## HEALTH AND HUMAN SERVICES WORKFORCE INVESTMENT ACT PROGRAM

*Employment and training services  
for El Dorado County*

### INDIVIDUAL TRAINING ACCOUNT GUIDELINES

#### I. PURPOSE

The Individual Training Account (ITA) Program is designed to provide the best possible vocational training to Workforce Investment Act (WIA) eligible clients on the basis of the client's interest, labor market demands, and the El Dorado County Health and Human Services Agency (HHSA) case manager's discretion. To accomplish this goal, the following guidelines have been developed to objectively identify appropriate programs.

#### II. TRAINING PROVIDER ELIGIBILITY

##### A. California State Eligible Training Provider List

All training providers, prior to being considered for the ITA program, must be named on the California State' Eligible Training List (ETPL). To qualify for the ETPL, training providers must:

1. Complete a Training Provider Application.
2. Complete a Training Program Application for each program the training provider wishes to make available to WIA funded clients.

##### B. Subsequent ETPL Eligibility

Training providers shall be evaluated annually to determine subsequent eligibility for the State ETPL. At this time the State has discretion to determine what criteria will be used for subsequent eligibility.

##### C. Labor Market

All training must relate to the local labor market, or another labor market to which the client is willing to relocate.

#### III. CLIENT ELIGIBILITY

All participants enrolled in the ITA program must be WIA eligible. They must also have been referred to the ITA program as a result of an assessment and the Individual Employment Plan (IEP). No one already attending school will be considered for an ITA at that school unless, at the discretion of the HHSA case manager, the need has been documented in the client's IEP.

#### IV. CLIENT PROGRESS

Progress reports or evaluations shall be submitted to the HHSA case manager on a monthly basis, or at intervals agreed upon by the HHSA case manager and the training provider. When clients are at

risk of being placed on "academic probation," as defined by the training provider, the school shall notify the HHSA case manager so that intervention can occur to ensure successful progress by the client.

#### **V. FEDERAL AND STATE FUNDED FINANCIAL ASSISTANCE**

When other financial resources are unavailable, WIA funds can be used to pay for training costs and living expenses. Examples of grants to be explored include PELL, SEOG and CAL-C. WIA funds cannot be used to pay training costs or expenses where financial assistance or support service monies are available from other entities for the same purpose. WIA funds are to be used only to supplement, not supplant, other training assistance resources. The IEP or case notes shall include documentation of the client's financial assistance needs and the proper mix of WIA and other monies available.

The training provider shall assure that PELL, SEOG and/or other Federal/State or local grants available to the WIA client will not be used for the same expenses. The training provider shall fully disclose to HHSA the total financial obligations of the training and the investment being made by the client. Clients shall be signatory to the contract between the training provider and HHSA, certifying that they are aware of, and agree with, the summary of costs. In addition, grant monies, which are received after execution of the contract, shall be disclosed and refunded to HHSA if they supplant other training related resources.

#### **VI. ITA CONTRACT**

Training providers must enter into an ITA contract with HHSA for each client receiving WIA funds to attend training at that school. HHSA staff will review the contract with the training provider for overall acceptability. Due to changing conditions, this contract may be modified upon mutual agreement of HHSA staff and the training provider.

Two copies of the contract, each with original signatures, must be submitted to HHSA. After being signed by the HHSA Director, one original copy will be retained by HHSA; the other will be returned to the training provider. This process also pertains to contract modifications.

#### **VII. MONITORING AND EVALUATION**

There will be informal, on-going monitoring and evaluation conducted by HHSA staff. In addition, formal monitoring will be conducted at least once during the contract period or if a problem surfaces.

The monitoring and evaluation will encompass the following considerations:

##### **A. School**

On-site monitoring visits to schools will be conducted at least once during the contract period or if a problem surfaces. HHSA staff will make every effort to arrange the visits at a time convenient for the training provider staff. On-line training providers or schools that are located outside of the Sacramento Metropolitan area shall have a desk review only.

##### **B. Client**

On-site monitoring will include contacting clients to assure they are receiving training as designated by the ITA contract they have signed. Personal contact during class time will be kept to a minimum to avoid classroom interruption. When appropriate, clients may be contacted by mail or by telephone during non-class hours. In addition, training providers are required to submit student evaluations to HHSA on a monthly basis or as appropriate.

### **VIII. INVOICING AND DOCUMENTATION**

The HHSA invoice form shall be used for all ITA reimbursements to training providers. Invoices shall be submitted as agreed upon by HHSA and the training provider.

After being reviewed for accuracy and verified for accompanying documentation, payment of invoices will be approved by the appropriate HHSA staff. Approximately four weeks should be allowed for invoice processing.

Monthly evaluations, if required, are to be on file with the HHSA case manager prior to payment being processed.

HHSA reserves the right to refuse payment on invoices submitted over 90 days after contract end date.

