



WIA/ARRA TITLE I  
WIA/ARRA COMMUNITY COLLEGE CLASS SIZE  
TRAINING  
PROGRAM YEARS 2009/2011

Catalog of Federal Domestic Assistance (CFDA) # 17.258 and 17.260  
Department of Labor - Employment and Training Administration  
State of California - Employment Development Department  
WIA/ARRA Adult and Dislocated Worker Activities

Contractor:	Riverside Community College District
Agreement Amount:	\$2,393,800
WIA/ARRA Agreement Type:	Cost Reimbursement
WIA/ARRA Agreement Number:	2009/2011-179-201-501

## Table of Contents

RECITALS PAGE .....	4
ARTICLE I. TERMS AND CONDITIONS .....	5
Section 1.01 Term of Agreement.....	5
Section 1.02 Service of Notices.....	5
ARTICLE II. SCOPE OF WORK (SOW) .....	5
Section 2.01 Description of Services to be Provided .....	5
ARTICLE III. COMPENSATION.....	6
Section 3.01 Contractor's Compensation .....	6
ARTICLE IV. REPORTING AND FILE RECORDS .....	7
Section 4.01 Reporting Requirements.....	7
Section 4.02 Maintenance of Records and Participant Files .....	8
Section 4.03 Confidential Information.....	8
ARTICLE V. DUTIES AND RIGHTS OF CONTRACTOR .....	9
Section 5.01 Independent Contractor .....	9
Section 5.02 Assurances and Certifications .....	9
Section 5.03 Purchase of Fixed Assets, Equipment or Property .....	9
Section 5.04 Sub-contracts, Sub-agreements and Memorandums of Understanding .....	9
Section 5.05 WIA/ARRA Fund Restrictions .....	10
Section 5.06 Fraud and Abuse .....	10
Section 5.07 Failure to Perform.....	10
ARTICLE VI. DUTIES AND POWERS OF THE COUNTY .....	10
Section 6.01 Performance Monitoring .....	11
Section 6.02 Availability of Funds.....	11
Section 6.03 Withholding/Remittance of Funds .....	11
Section 6.04 Federal Debt Collection .....	11
ARTICLE VII. TERMINATION AND OTHER REMEDIES.....	12
Section 7.01 Termination for Cause with Cure Period .....	12
Section 7.02 Request for Waivers and Waiver of Breach .....	12
Section 7.03 Termination without Cause .....	12
Section 7.04 Obligations upon Termination .....	12
Section 7.05 Business Interruption .....	13
Section 7.06 Other Remedies Reserved by the County.....	13
ARTICLE VIII. DISPUTE RESOLUTION .....	14
Section 8.01 Dispute Resolution .....	14
Section 8.02 Arbitration.....	14
Section 8.03 Dispute Resolution Costs .....	14

ARTICLE IX. GENERAL PROVISIONS.....	14
Section 9.01 Amendment to Agreement.....	14
Section 9.02 Auditing and Monitoring.....	14
Section 9.03 Compliance with Laws and Regulations .....	15
Section 9.04 Equal Employment Opportunities (EEO) and Non-discrimination.....	16
Section 9.05 Grievance and Complaint System .....	16
Section 9.06 Indemnification .....	16
Section 9.07 Insurance Requirements.....	17
Section 9.08 Inventions, Patents and Copyrights .....	20
Section 9.09 Labor Standards.....	20
Section 9.10 Non-duplication of Service.....	21
Section 9.11 Payment of Benefits (where applicable).....	21
Section 9.12 Permits and Licenses .....	22
Section 9.13 Purchase, Inventory, and Disposal of Equipment.....	22
Section 9.14 Prohibition of Activities.....	22
Section 9.15 Press Releases/Published Announcements .....	23
Section 9.16 Assignment.....	23
Section 9.17 Standards of Conduct.....	23
Section 9.18 Integration of Entire Agreement.....	25
Section 9.18a Filing Legal Action.....	25
Section 9.19 Signatures.....	25
EXHIBIT 1 SCOPE OF WORK.....	27
EXHIBIT 2 PROGRAM BUDGET .....	41
EXHIBIT 3 WORKFORCE INVESTMENT ACT (WIA) AND AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) INTERNET WEBSITES AND OTHER RESOURCES....	55
EXHIBIT 4 RESOURCE LIST FOR APPLICABLE LAWS, RULES AND REGULATIONS.....	56

## RECITALS PAGE

This Agreement is made and entered into by and between the County of Riverside Economic Development Agency (EDA), hereinafter referred to as the "County," and the Riverside Community College District, hereinafter referred to as the "Contractor."

### WITNESSETH

WHEREAS, the County has entered into a grant agreement with the State of California pursuant to the Workforce Investment Act of 1998 (WIA), and the American Recovery and Reinvestment Act of 2009 (ARRA); and

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

WHEREAS, the project, which is the subject of this Agreement, has been established by the County as one of the above-described programs and has been approved by the WIB and the Riverside County Board of Supervisors, and

WHEREAS, the EDA and the WIB are committed to increasing the availability of training to workforce system customers by contracting with institutions of higher education, such as community colleges or other eligible training providers to provide training in high-demand occupations,

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

## Article I. TERMS AND CONDITIONS

### Section 1.01 Term of Agreement

The term of this Agreement shall commence on July 1, 2009, and end on June 30, 2011. The Agreement shall expire at midnight on the last day of the agreement term and cannot be renewed.

### Section 1.02 Service of Notices

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

If to County:

Economic Development Agency (EDA)  
1151 Spruce Street  
Riverside, California 92507  
Attention: Felicia Flournoy,  
Director of Workforce Development  
(951)955-3100 Office  
(951)955-3131 Fax

If to Contractor:

Riverside Community College District  
4800 Magnolia Avenue  
Riverside, CA 92506  
Attention: James L. Buisse  
Vice Chancellor of Administration and Finance  
(951) 222-8600 Office  
(951) 222-8544 Fax

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

## Article II. SCOPE OF WORK (SOW)

### Section 2.01 Description of Services to be Provided

Contractor's commitment and County's concurrence of how the elements relating to the provision of WIA/ARRA Services are to be implemented and administered is included as part of this Agreement as EXHIBIT 1,

### Article III. COMPENSATION

#### Section 3.01 Contractor's Compensation

(a) Program Year Compensation

The County shall pay the Contractor an amount not to exceed \$2,393,800, for complete and satisfactory performance of the terms of this Agreement for the period of November 1, 2009, through June 30, 2011, and subject to the provisions outlined in this Agreement and all exhibits. In no event shall the total compensation for the periods specified herein exceed the compensation set forth above, except by an amendment to this Agreement. County has agreed to reimburse Contractor for all costs associated with direct support of this Agreement, based on the cost reimbursement budget submitted by Contractor and attached to this Agreement as EXHIBIT 2. If there are any unexpended (undocumented) funds, these amounts will revert to the County in accordance with regulatory close out procedures. The Contractor may exceed any line item up to 20% as long as the adjustment does not result in exceeding the total contract amount. The Contractor must notify the County of the line item change when submitting an invoice for payment along with a revised budget that indicates the amount of the adjustment, and to what budget line item the amount should be taken from and allocated to.

(b) Reimbursement for Mileage and Traveling Expenses

The Contractor may only seek reimbursement for mileage and traveling expenses that are directly related to the performance of services related to this Agreement. Reimbursement for mileage travel expense claims will be made according to the Contractor's standard policy for mileage and traveling expense unless the County's policy is more stringent and will result in cost savings under this Agreement. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the County.

(c) Budget Modifications

Line item adjustments exceeding 20% increase requires the County's written prior approval. The Contractor must submit a written request along with a budget modification plan that details how the budget change will enhance the service delivery or improve performance outcomes of the program. Additionally, the Contractor must submit a revised budget, that indicates the amount of the adjustment, and to what budget line item(s) the amount should be taken from and allocated to. The County may approve or deny the modification based on the how the budget modification will impact the program.

(d) Invoicing and Documentation

The Contractor shall invoice the County on or before the tenth calendar day of each month, for all contract costs incurred during the previous month. If the tenth day of the month falls on a weekend then the invoice is due the Friday before the tenth. Contractor shall attach required documentation, as outlined in Exhibit 1 of this Agreement.

Contractor shall maintain all documentation for claimed expenditures and shall make such documentation available to any monitoring entities. Contractor understands that this requirement is a condition for reimbursement. Payment shall be made within 45 days from the receipt of a completed invoice, and any documentation, or as requested by the County.

(e) Program Income and Interest Income

The Contractor shall use the addition method described at 29 CFR 95.24 (non-government grantees) or 29 CFR 97.25(g) (2) (governmental grantees) to track all program or interest income generated under this Agreement. The cost of generating program income will be subtracted from the amount earned to establish the net amount of program income available for use under this Agreement. Contractors shall maintain records sufficient to determine the amount of program income received and the purpose for which such income is expended.

Federal regulations (CFR 29 97.21(i) require the Contractor remit to the federal funding agency (County) an interest earned on advanced funds except that Contractor may retain up to \$100 annually for administrative expense. The County requires that these amounts be remitted monthly in order to comply with Federal requirements. Contractors must have adequate cash management policies and systems that will insure proper accounting of such interest income per this Agreement.

(f) Notice of Questioned and Disallowed Costs

When a Monitoring or Financial Audit determines that the Contractor has received/earned funds which are questioned under the criteria set forth in the Agreement, the Contractor shall be notified and given 60 days to justify the questioned costs prior to the County's final determination of disallowed costs. The resolution shall be executed in accordance with Riverside County Economic Development Agency Policy and Procedures on Audit Resolution, a copy can be downloaded at [www.rivcojobs.com](http://www.rivcojobs.com).

## Article IV. REPORTING AND FILE RECORDS

### Section 4.01 Reporting Requirements

- (a) General and Fiscal Reporting – The Contractor will comply with controls, record keeping and accounting procedure requirements of WIA/ARRA, federal and state regulations and directives to ensure the proper disbursement of, and accounting for, program funds paid under this Agreement. At such times and in such form as the County may require there shall be statements, records, reports, data and information pertaining to this Agreement submitted to County. The Contractor shall notify the County in writing of any actions to stop the receipt of or transfer of funds provided under this Agreement.

“The Contractor is required to comply with the reporting requirement in Section 1512 of the American Recovery and Reinvestment Act of the 2009 (ARRA). Any subrecipient of the Workforce Investment Act (WIA) ARRA funds must begin reporting with the quarter ending September 2009, if the Agreement is in place...” (Employment Development

Department Directive # WSDD-26). The County is requiring contractors to submit the 1512 report on a monthly basis to be included in the Universal Invoice submission.

The County has created a 1512 Form that will capture all ARRA newly created and funded full-time equivalent positions as result of this Agreement. The information captured on this report will be reported to the Employment Development Department, Workforce Services Branch.

- (b) Final Invoice - Within 45 calendar days following the termination of this Agreement, the Contractor shall report and submit to the County (on forms provided by the County) all final claims for funds under this Agreement. In the event the Contractor does not submit a final claim within the prescribed time limits, the County reserves the right to unilaterally prepare and finalize the financial report, using the latest paid invoices and MIS documents on file at the County. The Contractor shall return all unearned and excess payments paid to the Contractor to the County within 30 calendar days following the receipt of the formal written request.
- (c) Contract Closeout - All subrecipients will submit a closeout package within 45 days of the contract termination whether or not any line item within the contract is fully spent and that term has ended. All subrecipients will submit the property inventory log and any reimbursements due to EDA with the Closeout Package. Closeout documents will be provided by EDA staff and are to be completed and mailed to:

Attention: Planning Unit  
Workforce Development Centers of Riverside County  
1151 Spruce Street  
Riverside, CA 92507

#### Section 4.02 Maintenance of Records and Participant Files

- (a) Participant Records in their original form shall be provided at the request of the County during any monitoring or audit
- (b) Contractor files for each participant with respect to all matters covered by this Agreement shall be maintained for a period of at least four years after termination of this Agreement and until any other pending matters are completed.
- (c) The County, State of California, and the U.S. Department of Labor shall be given access to and rights to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this Agreement.

#### Section 4.03 Confidential Information

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

Contractor must secure signed consent for the use of any photo or image of any participant used in advertisements, brochures, pamphlets, videos, or any media form where the individual or his/her likeness can be identified. NOTE: The consent for minor youth must be signed by the youth's parent or guardian and must stipulate the terms and conditions of how the photo/image will be used.

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

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

## Article V. DUTIES AND RIGHTS OF CONTRACTOR

### Section 5.01 Independent Contractor

The parties agree that the performance of the Contractor's services hereunder shall be in the capacity of an independent Contractor, and that no employees of the Contractor are, or shall be, employees of the County by virtue of this Agreement.

### Section 5.02 Assurances and Certifications

The Contractor agrees to comply with the provisions of the Affirmative Action Compliance Program of the County of Riverside (known as the Riverside County Minority/Women Business Enterprise [M/WBE] Policy) and rules and regulations adopted pursuant thereto, Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, California Public Contracts Code 2000, and other applicable federal, state and county laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereinafter enacted. Information on these rules and regulations may be obtained from the website resource listed on EXHIBIT 3.

### Section 5.03 Purchase of Fixed Assets, Equipment or Property

Purchase of Fixed Assets, equipment, or property using funds provided by cost-reimbursement agreements requires prior approval of the County. Any property, equipment or assets furnished to the Contractor by the County and/or purchased by the Contractor with funds from cost-reimbursement agreements shall be limited to use under this Agreement, and shall remain the property of the County. In the event of Agreement termination, all property and equipment (finished or unfinished), or unused supplies purchased by the Contractor under this Agreement shall be immediately returned to the County or disposed of in accordance with County policy (Number 16-02, Property Management: Acquisition, Receipt, Inventory, Storage and Disposition Policy) and/or direction from the County.

### Section 5.04 Sub-contracts, Sub-agreements and Memorandums of Understanding

Unless otherwise allowed, the Contractor, under this Agreement, shall document such services with an executed formal agreement, either financial or non-financial. Copies of all executed Sub-contracts/sub-agreements/Memorandums of Understanding (MOU) must be forwarded to the County within ten working days after their execution. Additionally, the Contractor

acknowledges the requirements and agrees to furnish such documents as a condition to receiving payment for contracted line-item services. NOTE: If any modifications or updates are made to the original Sub-contract, sub-agreement or MOU, the Contractor is also required to submit copies of the updated versions to the County within 5 working days following execution. No payments will be made to any subcontractor without an executed contract/sub-agreement/MOU.

#### Section 5.05 WIA/ARRA Fund Restrictions

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

#### Section 5.06 Fraud and Abuse

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

If the allegation is of any emergency and/or fiscal nature, it shall be reported to the County's Planning and Operations Unit at (951) 955-3100, and immediately thereafter, a written report shall be submitted. Proof of such report will be maintained in the Contractor's file.

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

#### Section 5.07 Failure to Perform

- a) The Contractor assumes full responsibility for performance of this Agreement and Sub-agreements executed pursuant to or funded by this Agreement, and hereby agree to indemnify the County for failure, non-performance or default of any of its Sub-Contractors. Further, the Contractor assumes full liability and agrees to reimburse the County for the Contractor or any of the Sub-Contractors non-compliance with any term, prohibition or condition of the regulations governing this Agreement. The Contractor also agrees the County or its designated agent has full recourse to the Contractor for the failure to perform all or any part of this agreement.
- b) To insure the effective use of WIA/ARRA funds, the Contractor's expenditures and performance pursuant to Exhibits 1 and 2, will be reviewed monthly by the County to determine if goals are being met and whether budgeted funds will be fully earned within the term of this Agreement. Based on the monthly expenditures, the County shall determine if at least 60% of the Agreement amount will be spent by December 31, 2010. In the event that the Contractor will not meet this expenditure requirement, the County reserves the right to rescind an amount up to the balance of the unexpended funds.

### Article VI. DUTIES AND POWERS OF THE COUNTY

### Section 6.01 Performance Monitoring

To ensure compliance with the provisions of WIA/ARRA Sections 117(d) (4), including the regulations under Sections 183 and 184 (a) (4), there will be at least one program and one fiscal monitoring conducted by the County annually. This review will determine if performance standards are being met.

Compliance monitoring determines compliance with this Agreement, which ensures that the program is in compliance with laws and regulations governing the use of WIA/ARRA funds. Financial monitoring is a component of compliance monitoring and will be conducted to analyze, evaluate, and determine compliance with government financial systems, expenditure rate and cost guidelines.

Remedies for Contractor's non-response may include any action up to and including termination as described in Articles VII and VIII of this Agreement. The monitoring process will follow those outlined in the EDA's Program Monitoring Policy as referenced in Exhibit 3.

### Section 6.02 Availability of Funds

Funding of this Agreement is subject to continuing availability of WIA/ARRA funds provided to the County during the Agreement period. The County will inform the Contractor, immediately upon notice from the State or the Department of Labor (DOL), of any limitation of funds availability. Payments under this Agreement may be withheld, suspended or terminated if WIA/ARRA funds to the County are suspended or terminated. In the event of such suspension or termination of funding, any amount which is properly earned or expended by the Contractor as a result of the performance or expenditures under, and in accordance with, this Agreement said amounts shall be paid to the Contractor in accordance with the provisions of the Agreement. Both parties understand that the County makes no commitment to fund this project beyond the term of this Agreement.

### Section 6.03 Withholding/Remittance of Funds

- (a) The County has the authority to withhold funds under this Agreement, pending a final determination by the County, of questioned earnings and/or expenditures or indebtedness of the County arising from past or present agreements between the County and the Contractor.
- (b) At the expiration of this Agreement or upon termination prior to the expiration, funds not expended for the purpose of this Agreement shall be immediately remitted to the County in accordance with the County close-out procedures referenced in Article IV, Section 4.01(c).

### Section 6.04 Federal Debt Collection

When a debt is established as a result of an audit, a monitoring finding, an investigation or other means, appropriate action will be taken by the County to collect the debt from the Contractor, pursuant to the EDA Debt Collection Procedures, Policy Number 10-02. Such repayment will be from non-federal sources.

## Article VII. TERMINATION AND OTHER REMEDIES

### Section 7.01 Termination for Cause with Cure Period

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

Notwithstanding the procedures governing the termination of this Agreement for cause with cure period outlined above, failure, on the part of the Contractor, to comply with the provisions of the Agreement or with the Act or regulations when such failure involves fraud or misappropriation of funds, may result in the immediate termination and withholding of funds from the County.

### Section 7.02 Request for Waivers and Waiver of Breach

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

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

### Section 7.03 Termination without Cause

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

### Section 7.04 Obligations upon Termination

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

was providing services up to and including expiration date. County shall calculate funds due and submit a request to Contractor for repayment. Repayment is required to be paid within 30 days of request.

#### Section 7.05 Business Interruption

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

If a substantial portion of the services, which Contractor has agreed to provide hereunder, is interrupted for more than 30 days, County may terminate this Agreement upon ten days prior written notice to Contractor. Section 7.04, Obligations upon Termination, of this Agreement shall apply under these circumstances.

#### Section 7.06 Other Remedies Reserved by the County

##### (a) Notice to Correct Performance and Notice of Probation

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

##### (b) Suspension

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

## Article VIII. DISPUTE RESOLUTION

### Section 8.01 Dispute Resolution

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

### Section 8.02 Arbitration

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

### Section 8.03 Dispute Resolution Costs

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

## Article IX. GENERAL PROVISIONS

### Section 9.01 Amendment to Agreement

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

### Section 9.02 Auditing and Monitoring

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

- (1) The County reserves the right to monitor and visit, announced or unannounced, the Contractor's program, including visits to all locations, offices and training sites at any time during normal business hours. The monitoring shall be conducted in accordance with the EDA Program Monitoring Guide, WIA/ARRA and regulations.

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

The commercial Contractor who receives WIA/ARRA funds and expends more than the minimum level (\$500,000) specified in OMB Circular A-133 in federal funds must have either an organization-wide audit conducted in accordance with Section 184 of the WIA/ARRA, Title 20 CFR Section 667.200, Title 29 CFR Part 95 or 97 (as applicable), and Title 31 USC Chapter 75.

Any audits with findings will require submission of finding resolution.

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

### Section 9.03 Compliance with Laws and Regulations

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

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

A partial list of applicable laws and regulations are found in Exhibit 4 of this Agreement.

#### Section 9.04 Equal Employment Opportunities (EEO) and Non-discrimination

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

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

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

#### Section 9.05 Grievance and Complaint System

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

#### Section 9.06 Indemnification

Indemnification by Contractor. Contractor shall indemnify and hold County, its officers, agents, employees, and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of Contractor, its officers, agents, employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, occurring in the performance of this Agreement to the extent that such liability is imposed on County, by the provisions of California Government Code Section 895.2 or other applicable law; and Contractor shall defend at its expense, including attorney fees, County, its officers, agents, employees, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

Indemnification by County. County, shall indemnify and hold Contractor, its officers, agents, employees, and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of County, its officers, agents, employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, occurring in the performance of this Agreement to the extent that such liability is imposed on Contractor by the provisions of California Government Code Section 895.2 or other applicable law; and County, shall defend at its expense, including attorney fees, Contractor, its officers, agents, employees, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claims without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification of County as set forth herein.

Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

In the event there is a conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve Contractor from indemnifying County to the fullest allowed by law.

#### Section 9.07 Insurance Requirements

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

##### (1) Worker's Compensation

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

##### (2) Commercial General Liability:

a) Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, WDB, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined

single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

(3) Vehicle Liability

NOTE: Vehicle Liability- If Contractor uses vehicles in the performance of this agreement and does not transport participants paragraph 3a applies. If Contractor uses hired or chartered transportation and transports participants, then 3b and 3c applies.

- a) CONTRACTOR shall maintain vehicle liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. The Policy shall name the County of Riverside, its Agencies, Districts, WDB, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, or representatives as Additional Insureds.
- b) CONTRACTOR shall maintain vehicle liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$5,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. The Policy shall name the County of Riverside, its Agencies, Districts, WDB, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, or representatives as Additional Insureds.
- c) If Contractor elects to transport Participants in any manner other than public transportation the Contractor agrees to maintain, or have their subcontractor providing transportation maintain, vehicle liability insurance with a limit of at least \$5,000,000 per occurrence combined single limit and such insurance shall name the County of Riverside, its Agencies, Districts, Workforce Investment Board, Special Districts and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials or representatives as Additional Insureds.

(4) General Insurance Provisions-all lines:

- (a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California shall have an A.M. BEST rating of not less than an A: VIII. (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- (b) The Contractor's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent from the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retentions which are deemed unacceptable to the County, at the election of the

County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions, as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration and defense costs and expenses.

- (1) The Contractor shall cause its insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original standard ACCORD Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) shall provide no less than thirty (30) days written notice be given to the County of Riverside prior to any material change, cancellation or expiration of such insurance. In the event of a material change, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original standard ACCORD form Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
  - (2) Contractor shall not commence operations until the County of Riverside has been furnished original standard Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- c) The COUNTY'S Reserved Rights. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add to additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement including any extensions thereof exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate. The requested changes by the County shall be in line with insurance industry standards and subject to Contractor's review and acceptance.
- d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, insurance and the County's insurance and/or

deductibles and/or self-insured retentions or self insured programs shall not be construed as contributory.

- e) The Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
  - f) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
  - g) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.
- (5) Self Insured - The Contractor may satisfy the insurance requirements set forth herein by showing that it is a member of a joint powers entity created pursuant to California Government Code §6500, et seq., which provides insurance or self-insurance to the Contractor for the risks and to the entities set forth herein for which the Contractor has agreed to provide insurance.

#### Section 9.08 Inventions, Patents and Copyrights

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

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

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

#### Section 9.09 Labor Standards

- (a) The Contractor shall comply with the Labor Code of California, the Child Labor Laws in California, the Child Labor Standard Act and all other applicable statutes, ordinances and regulations with respect to employment, wages, hours of labor, and industrial safety (if applicable).
- (b) Conditions of employment or training shall be appropriate and reasonable in light of such factors as the type of work, geographical region, age and proficiency of the participant.

- (c) Health and safety standards established under State, Federal and local law, otherwise applicable to working conditions of employees, shall be equally applicable to working conditions of participants. With respect to any participant in a program conducted under this Agreement who is engaged in activities, which are not covered by health and safety standards under OSHA of 1970, the Contractor shall prescribe by regulation, such standards as may be necessary to protect the health and safety of such participants.
- (d) No program under the Act shall impair (1) existing contracts for services, or (2) existing collective bargaining agreements, unless the employer and the labor organization concur, in writing, with respect to any elements of the proposed activities, which affect such agreement.

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

- (e) No participant shall be employed or job opening filled: (1) when any other individual is on layoff from the same or any substantially-equivalent job, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy created by hiring a participant.
- (f) The Agreement will not result in the displacement of currently employed workers (including partial displacement, such as reduction in the hours of non-overtime work, wages or employment benefits). The Contractor will assure that no jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
- (g) The Contractor will assure that no funds under this Contract shall be used to assist, promote or deter union organizing activities.
- (h) The Contractor (if not a public entity), by signing this Agreement, do hereby specifically warrant and represent, that no more than one final inapplicable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of the National Relations Board.

#### Section 9.10 Non-duplication of Service

Funds provided under this Agreement shall not be used to duplicate facilities or services available in the area (with or without reimbursement) from Federal State or local County sources, unless the plan established that alternative services or facilities would be more effective or more likely to achieve performance goals.

#### Section 9.11 Payment of Benefits (where applicable)

- (a) When applicable, participants employed in activities authorized under this Agreement shall be paid wages which shall not be less than the highest: (1) the minimum wage under § 6(a) (1) of the Fair Labor Standards Act of 1938, (2) the minimum wage under

the applicable state or local minimum wage law, or (3) the prevailing rates of pay for individuals employed in similar occupations by the same employer.

- (b) When applicable, participants employed in paid work experience activities funded under the Act may receive related benefits in the public, private, for-profit or non-profit sectors where the objective assessment and individual service strategy indicate that work experiences are appropriate. (WIA/ARRA sec. 129(c) 92) (D).)
- (c) A participant shall receive no payments for training activities in which the trainee fails to participate without good cause.

#### Section 9.12 Permits and Licenses

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

#### Section 9.13 Purchase, Inventory, and Disposal of Equipment

Contractor shall comply with WIA/ARRA Final Rule, Title 20 CFR Section 667.200, which provides guidance and direction on the purchase and disposal of equipment purchased through this Agreement, as well as referral to Title 29 CFR Part 95 for institution of higher education, hospitals and other non-profit and commercial organizations, and to Title 29 CFR Part 97 for states and local governments. The Contractor must receive approval from the State via the County prior to charging the WIA/ARRA funds account for purchases with a unit cost of \$5,000 or more. Purchases made by the Contractor prior to obtaining approval from the County may be disallowed. All items or equipment purchased through this Agreement, having a useful life of more than one year with a unit acquisition cost of \$5,000 or more shall remain property of the County. Property that is purchased by the Contractor with funds from this Agreement or from the County in the performance of this Agreement, even when the property is purchased in whole or in part by federally supplied funds (absent a federal requirement for transfer of title) shall remain the property of the County. The Contractor shall maintain a list of all items and equipment purchased or acquired with funds through this Agreement. The list shall include date of acquisition, the exact dollar amount or purchase price of the item, a full description of the item, its physical location within the agency, the quantity of items acquired, unit cost, and the percentage charged to the contract. The Contractor shall maintain an equipment tracking system to account for and track equipment purchased through this Agreement.

NOTE: All items or equipment approved and purchased through this Agreement shall be allowable, necessary, and reasonable. Equipment purchased by the Contractor and not utilized or implemented into the provision of services may be subject to disallowed cost by the Contractor.

#### Section 9.14 Prohibition of Activities

- (a) The Contractor will assure that no funds under this Contract shall be used to assist, promote or deter union organizing activities.
- (b) None of the funds, materials, property, services and participants shall be used for, or employed on, the construction, operation or maintenance of any facility as is used or to be used for sectarian instruction or as a place for religious worship.

- (c) No funds provided under this Agreement shall be used, or proposed for use, to encourage or induce the relocation of a business or part of a business if such relocation would result in a loss of employment for any employee of such business at the original location and such original location is within the United States.
- (d) The Contractor is prohibited from using funds under this Agreement for the purpose of instituting legal proceedings or legal disputes against the County, the Grantor, the Department of Labor or its official representatives.
- (e) No person or organization may charge an individual a fee for the placement or referral of the individual in or to a workforce investment activity training program
- (f) No funds provided under the Act shall be used for employment generating activities, economic development and other similar activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resource centers, and similar activities that are not directly related to training for eligible individuals under the WIA/ARRA. Nor shall any funds from this agreement be used for foreign travel.
- (g) No funds under the Act may be used for Public Service Employment (PSE), except to provide disaster relief employment.
- (h) Non-discrimination
  - 1) The Contractor will comply with the nondiscrimination and equal opportunity provisions of WIA/ARRA sec. 188 and its implementing regulations.
  - 2) No part to this Agreement or any sub-agreement or sub-contract shall discriminate or retaliate against any person, or deny to any person, a benefit to which that person is entitled under the provisions of Federal WIA/ARRA because such person has filed any complaint, instituted or caused to be instituted any proceeding under or related to WIA/ARRA participation, has testified, or is about to testify in any such proceeding or investigation, or has provided information or assisted in any investigation.

#### Section 9.15 Press Releases/Published Announcements

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

#### Section 9.16 Assignment

The Contractor shall not assign this Agreement nor enter into any Agreement with any other party or transfer any interest or obligation in the Agreement without written consent of the County.

#### Section 9.17 Standards of Conduct

- (a) The Contractor hereby assures that every reasonable course of action will be taken in administering this Agreement, to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. The Contractor agrees to conform to the nondiscrimination requirements as referenced in WIA/ARRA, Section 188.
- (b) The Contractor agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, and all applicable federal and state laws and regulations, guidelines, and interpretations issued hereto.
- (c) The Contractor shall insure that any of its employees who were formerly employed by the Economic Development Agency (EDA) in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this Agreement, will not be assigned to any part or phase of the activities conducted pursuant to this Agreement, for a period of not less than two years following the termination of such employment.
- (d) The Contractor shall insure that no relative by blood, adoption or marriage of any executive or employee of the Contractor, will receive favorable treatment when considered for enrollment in programs provided by or employment under this Agreement.
- (e) The Contractor and its employees will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. No relative by blood, adoption or marriage of any executive or employee of the Contractor will receive any favorable treatment for employment with the Contractor or enrollment into the program funded by this Agreement.

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

- (f) The Contractor assures that none of its directors, officers, employees or agents shall participate in selecting or administering any subcontract supported (in whole or in part) by federal funds where such person is a director, officer, employee or agent of the subcontractor, or where such person knows or should have known that:
  - 1) A member of such person's immediate family or partner or organization has a financial interest in the subcontract;
  - 2) The subcontractor is someone with whom such person has negotiated or is negotiating any prospective employment; or
  - 3) Such person would have a "Financial or Other Interest" in the sub-contract.
- 4) The Contractor hereby assures that it will establish safeguards to prohibit employees from using a position for a purpose that gives the appearance of being motivated by

- a desire for private gain for themselves or others, particularly those with whom they have business or other ties. Executive officers or employees of the Contractor will not solicit or accept money or any other consideration from a third person for the performance of an act reimbursed in whole, or in part, by the Contractor or the County. Supplies, materials, equipment or services purchased with WIA/ARRA funds will be used solely for purposes allowed under this Agreement.
- 5) The Contractor assures that no member of its Board, officer or employee or the Contractor shall have any interest, direct or indirect, in any contract or sub-contract or the proceeds for work to be performed in connection with this program during his/her tenure as such employee, officer or member of the Board.
  - 6) Prior to obtaining the County approval of any subcontract, the Contractor shall disclose to the County any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate families with the proposed sub-contractor and its officers, directors or employees.
  - 7) The Contractor warrants that it has not paid, and will not pay, to any third person any money or other consideration for obtaining this Agreement.

#### Section 9.18 Integration of Entire Agreement

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

#### Section 9.18a Filing Legal Action

This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California and only upon completion of arbitration proceedings.

#### Section 9.19 Signatures

AGREEMENT # 2009/2011-179-201-501

County: Riverside County Economic  
Development Agency

By:

Date:

Print Name: Felicia Flournoy

Print Title: Director of Workforce  
Development

Contractor: Riverside Community  
College District

By:

Date:

Print Name: James L. Buysse

Print Title: Vice Chancellor of  
Administration and Finance

County Counsel Approval

## Exhibit 1 Scope of Work

### Maximum and Minimum Enrollments

In order to provide the appropriate level of adult learner skills development the Contractor has determined minimum and maximum enrollment levels for all courses.

- PRINT READING TRAINING PROGRAM (12 Minimum/20 Maximum)
- WATER DISTRIBUTION CERTIFICATE PREPARATION, D-1 (15 Minimum/20 Maximum)
- EMPLOYABILITY SKILLS (12 Minimum/20 Maximum)
- WELDING CERTIFICATION PREPARATION (10 Minimum/15 Maximum)
- EMERGENCY MEDICAL TECHNICIAN TRAINING (25 Minimum/40 Maximum)
- HUMAN SERVICE CASE MANAGER TRAINING (25 Minimum/40 Maximum)
- WEATHERIZATION TECHNICIAN (10 Minimum/20 Maximum)
- PHOTOVOLTAIC INSTALLER/TECHNICIAN (10 Minimum/20 Maximum)
- ENGLISH FOR THE WORKPLACE (12 Minimum/20 Maximum)

The maximum enrollment numbers are designed to ensure participant success in each of the courses and should not exceed the class size maximum determined by the Contractor. Should scheduled enrollment levels for courses drop below 50% of the Contractors maximum enrollment, Contractor will notify the County to determine if the course start should be rescheduled to insure adequate numbers are enrolled. The Contractor understands that County will determine the minimum enrollment for each co-hort.

### Recruitment and Referral Process

Recruitment of participants will be conducted by the County. In the event the Contractor has an interested participant, they may be referred to the local Workforce Development Center for eligibility and suitability.

The County will provide the following:

1. The County Career Counseling Team will refer potential participants to the County Training Team for consideration into a training program.
2. The County Training Team will assess customer for appropriateness into the training program and will review the necessary prerequisites for the training desired.
3. The County Training Team will complete all necessary paperwork and data enter customer name on a developed class roster developed by the County.
4. The County single point of contact staff will monitor class size to ensure minimum class size is being fulfilled. The County single point of contact will notify the Contractor if classes are near minimums or maximums have been reached.
5. The County will send a class roster of participants scheduled to begin training program. No class may start until the County approves the commencement date of the training program.

6. The County single point of contact will provide the Contract single point of contact with access to the County case management system so that the Contractor enters daily attendance data into the system.

#### In-Take and Assessments

The County will determine ARRA/WIA eligibility of the applicants who meet the minimum requirements for services in the program, and provide initial assessments using Prove It!

#### Curriculum Design

The Contractor has designed curriculum based on industry criteria, as provided by industry experts and their affiliates. The Contractor will provide course materials/handouts, additional assessments, when necessary, to insure participant success in the program.

#### Certificates of Completion

The Contractor will issue certificates of completion to participants upon successful completion of each course.

#### Contractor will:

- The Contractor will provide Subject Matter Experts who are deemed qualified and meet the requirements to lead specific course content.
- The Contractor will make every attempt to develop a mutually agreed upon training schedule to deliver timely, efficient and effective training.
- The Contractor will be responsible to coordinate the training site locations.
- The Contractor will use the Universal WIA invoice form and 1512 reporting form; the 1512 form will capture newly created ARRA positions for the intended project. Both forms will be provided by the County, and will need to be submitted monthly.
- The Contractor will provide a roster of enrollments for each class identifying participant to confirm attendance and completion for each course and as documentation for invoicing purposes. Contractor will use the Universal WIA invoice forms provided by the County.
- Contractor with negotiated and approved Working Capital Advance must justify the amount and provide documentation upon request by County staff for verification of anticipated cost. Contractor will complete the County's Cash Advance Worksheet to identify specific costs associated with program start-up.
- Advances will be approved in accordance with the County's Policy and Procedure for Cash Advances and Working Capital Advances, Number 16-03.

#### County will:

- County will provide information regarding the training options available through the Contractor to Workforce Development Centers (WDC) customers.

- County will determine ARRA/WIA eligibility and suitability for training programs via the current customer service process of the Workforce Development Centers (WDC's).
- County will make every effort to provide the Contractor with at a minimum a two-week notification to modify training dates due to low enrollments.
- County will verify ARRA/WIA training enrollments via the County's Management Information System and compare with the participant training rosters submitted with each Contractor invoice.

Training Courses to be offered by the Contractor:

- PRINT READING TRAINING PROGRAM
- WATER DISTRIBUTION CERTIFICATE PREPARATION, D-1
- EMPLOYABILITY SKILLS
- WELDING CERTIFICATION PREPARATION
- EMERGENCY MEDICAL TECHNICIAN TRAINING
- HUMAN SERVICE CASE MANAGER TRAINING
- WEATHERIZATION TECHNICIAN
- PHOTOVOLTAIC INSTALLER/TECHNICIAN
- ENGLISH FOR THE WORKPLACE

RIVERSIDE CAMPUS

Print Reading Training Program - 40 hours

Riverside Community College District – Riverside Campus presents this training proposal for a 40-hour print reading program to prepare unemployed residents identified by EDA for technical/industrial jobs related to renewable energy, electrical, HVAC and manufacturing industries.

Upon completing this training participants will have acquired the necessary skills to read industrial prints, schematic diagrams, understand industry standard symbols and diagrammatic representations of assembly and building plans. Participants will also be trained in the use of basic measurement tools and review the mathematics calculations necessary to perform effectively in these industry settings.

The typical program is 40-hours and can be customized and tailored to a specific industry. The training includes the study and analysis of industry prints.

MINIMUM READING LEVEL: 9<sup>th</sup> Grade

MINIMUM MATH LEVEL: 9<sup>th</sup> Grade

SYLLABUS/CURRICLUM

- Drafting and Print Reading Procedures
- Prints: The Language of Industry
- Reading a Steel Rule
- Applied Mathematics

- Measurement Tools
- The Alphabet of Lines
- Basic Technical Sketching and Dimensioning Fundamentals
- Geometric Construction
- Multi-view Drawings
- Auxiliary Views
- Section Views
- Threads and Fasteners
- Fundamentals of Size Description
- Dimensioning
- Tolerancing
- Machining Specifications and Surface Quality
- Geometric Dimensioning and Tolerancing Introduction
- Industrial Drawing Types
- Detail Drawings
- Assembly Drawings
- Pictorial Drawings
- Drafting Annotations and Management
- The Title Block
- List of Materials
- Drawing Notes
- Drawing Revision Systems
- Specialized Parts and Prints
- Cam Prints & Diagrams
- Gears, Splines, and Serrations
- Reading Numerical Control Documents Introduction
- Plastic Parts
- Precision Sheet Metal
- Welding Prints
- Instrumentation and Control Drawings

TEXTBOOK: Print Reading For Industry by Walter C. Brown/Ryan K. Brown

#### MINIMUM/MAXIMUM STUDENTS

The minimum number of students per class is 12. The maximum number of students per class is 20.

#### LOCATION AND CLASS SESSIONS

March Education Center, 14745 Riverside Drive, Riverside, CA 92518. Schedule to be determined.

#### Water Distribution Certificate Preparation, D-1 – 60 hours

Riverside Community College District – Riverside Campus presents this training proposal for a program to prepare participants to sit for the D-1 Water Distribution Certificate exam. It is a 60-hour course that includes applied math for water distribution and the theory and practice of water distribution processes used by municipal and regional water districts in Southern California. There is a growing need for candidates to fill these positions as the distribution and treatment of water resources is growing with the retirement of older employees and regional turnover.

MINIMUM READING LEVEL: 11<sup>th</sup> Grade

MINIMUM MATH LEVEL: 8<sup>th</sup> Grade

#### SYLLABUS/CURRICLUM

- Applied Mathematics
- Coagulation, Flocculation, and Sedimentation Basics
- Disinfection Basics
- Filtration Basics
- Fundamentals of Chemistry for Water Professionals
- Hydraulics
- Distribution Service to Customers
- Distribution System Materials and Equipment
- Water Main Installation
- Water System Mechanical Equipment

#### MINIMUM/MAXIMUM STUDENTS

The minimum number of students per class is 15. The maximum number of students per class is 20.

#### LOCATION AND CLASS SESSIONS

March Education Center, 14745 Riverside Drive, Riverside, CA 92518. Schedule to be determined.

#### Employability Skills 20 hours

Riverside Community College District – Riverside Campus presents this training proposal for a 20-hour program to prepare participants to seek employment with a greater chance of success by honing interrelated critical thinking, communication and computer skills. These are skills which employers have indicated workers must master in order for businesses to increase their competitiveness and fully realize the potential of their employees. Dressing for success, interview-taking and internet researching techniques for employment will be part of this course.

MINIMUM READING LEVEL: 9<sup>th</sup> Grade

MINIMUM MATH LEVEL: 9<sup>th</sup> Grade

#### SYLLABUS/CURRICLUM

#### Course Objectives:

- Improving listening and Interpersonal Skills
- Understanding diversity in the Workplace
- Critical thinking, decision making, problem solving, and collaboration skills practice.
- Creativity and technology and introduces future skills workers will need, like emotional intelligence.

#### Course Description:

Employers from high-growth sectors throughout California and across the nation have identified interrelated skills which workers must master for businesses to increase their competitiveness

and fully realize the potential of their employees. This proposed program offers a wide range of interrelated soft and technical skills identified by employers as critical to work success.

### Participant Learning Outcomes

By the end of this course, participants will be able to:

- Explain the importance of effective listening in the work environment
- Identify barriers to effective listening and strategies for overcoming them
- Understand your personal listening style and approach
- Describe the five primary listening styles and recognize the listening style of others
- Demonstrate the use and understanding of non-verbal language in the listening context
- Define culture and multiculturalism
- Identify non-cultural workplace differences and their impact on the job
- Define diversity and discuss workplace diversity issues
- Identify differences between diversity management and mandated affirmative action programs and equal employment outcomes
- Use the conflict resolution process/model
- Demonstrate basic knowledge of computer-based technology that helps you get your work done
- Identify methods to minimize work-related injuries and damage to workplace equipment
- Demonstrate basic interpersonal communication skills related to building business relationships
- Define the terms and steps involved with critical thinking and problem solving
- Recognize the link among actions, appearances, and attitudes
- Interview-taking techniques, resume writing and internet researching of employment opportunities.
- Complete an action plan to improve employability skills

### MINIMUM/MAXIMUM STUDENTS

The minimum number of students per class is 12. The maximum number of students per class is 20.

### LOCATION AND CLASS SESSIONS

March Education Center, 14745 Riverside Drive, Riverside, CA 92518. Schedule to be determined.

### Welding Certification Preparation Course - 80 hours

Riverside Community College District – Riverside Campus presents this proposal for a training program to prepare unemployed residents identified by EDA for Welding Certification in Steel.

In this proposal, it is the college's intention to ensure that the participants acquire the necessary skills to weld to industry standards and sit for the AWS welding certification. The proposal includes an 80 hour course in Welding Principles.

Participant welding tool kit included:

1. self-darkening welding hood – Miller
2. welding gloves
3. electro holder w/cable (optional \$30/holder; \$20/cable)
4. 2 types chipping hammers
5. wire brush
6. tinted Safety glasses

7. 4.5" mini-grinder, 2 grinding wheels: 1/8" & 1/4"; wire wheel
8. welding jacket (cotton/leather sleeves)
9. ear plugs
10. cotton welding hat

MINIMUM READING LEVEL: 9<sup>th</sup> Grade

MINIMUM MATH LEVEL: 9<sup>th</sup> Grade

## SYLLABUS/CURRICLUM

### Course objectives:

Participants will acquire the skills to weld safely using the correct tools, safety clothing and safety procedures. They will learn to weld to industry standards and sit for the American Welding Society (AWS) D1.1 certification exam for a structural welder using steel. This course is designed as a fast-track, professional welder training course that will include basic oxyacetylene and arc welding techniques and over 60 hours of actual welding time per student.

### Training Session # 1:

Oxy-fuel (oxyacetylene) welding, brazing and cutting techniques will be practiced, with the emphasis on cutting. Arc welding techniques introduced.

Participants will:

- master using an oxyacetylene cutting torch,
- cut and prepare material to begin basic arc welding
- begin basic arc welding training with the SMAW (Shielded Metal Arc Welding) process.
- run a series of weld beads, forming a pad weld in the flat position on 3/8 in. steel plate using a 6010 welding covered electrode.

### Training Session # 2 & 3:

Arc welding techniques.

Participants will:

- master fillet welds on a T joint in the horizontal, overhead and vertical upwards position.

### Training Session # 4:

Arc welding techniques.

Participants will:

- practice pad welds, fillet welds, review and improve skills
- be introduced and practice advanced arc welding, running weld beads forming a pad weld, using a 7018 covered electrode in the flat position.

### Training Sessions # 5 & 6:

Arc welding techniques.

Participants will:

- practice advanced arc welding, fillet welds, review and improve skills
- run fillet welds on a T joint of 3/8 in. plate, in the horizontal, overhead and vertical upwards position.

Participants at this point can weld in all positions using 6010 and 7018 welding rods.

Training Session # 7:  
Arc welding techniques.

Participants will:

- Cut and prepare 3/8" steel plate to make a groove weld in a butt joint with a backing bar (the actual joint necessary to pass the certification welding test for the AWS D1.1 Structural Welding Code / Steel for limited thickness plate (max thickness qualified: 3/4 in. plate).
- fit, tack and weld this joint in the vertical position using an upwards weld progression.

Training Session # 8:  
Arc welding techniques.

Participants will:

- cut and prepare 3/8" steel plate to make a groove weld in a butt joint with a backing bar.
- fit, tack and weld this joint in the vertical position using an upwards weld progression.
- complete the vertical joint, and fit, tack and weld out a similar joint, in the overhead position.

At this point individual has made one actual practice test in each of the two necessary positions to become certified in limited thickness plate.

Training Session # 9:  
Arc welding techniques.

Participants will:

- cut and prepare material, either 3/8 in. or in a 1 in. thick plate to weld a butt joint in the vertical position to prepare for a AWS D1.1 unlimited thickness qualification.

Training Session # 10:  
Arc welding techniques.

Participants will:

- weld vertical and the overhead butt joints as previously done, in a 3/8 in. or in a 1 in. thick plate.

At this point, participants have made two actual practice tests in each of the two necessary positions, to become certified in all positions.

Training Session # 11:  
Arc welding techniques.

Participants will:

- cutting and preparing material to weld a butt joint as previously done, in a 3/8 in. or in a 1 in. thick plate.

Training Session # 12:  
Arc welding techniques.

Participants will:

- weld out vertical and the overhead butt joints, as previously done, in a 3/8 in. or in a 1 in. thick plate.

At this point, participants will have completed the 80 hours of training; have completed a total of six actual practice tests in each of the two necessary positions, to become certified in all positions.

They will have also learned to inspect their own welds to determine if the welds meet the acceptance criteria of the AWS D1.1 Structural Welding Code for Steel.

#### MINIMUM/MAXIMUM STUDENTS

The minimum number of students per class is 10. The maximum number of students per class is 15.

#### LOCATION AND CLASS SESSIONS

RCCD Welding Lab 4800 Magnolia Avenue, Riverside, CA. Class sessions to be conducted based on participant demand, on Fridays and Saturdays, 6.5 hours per session.

#### MORENO VALLEY CAMPUS

##### Emergency Medical Technician Training Course - 192 hours

Riverside Community College District – Moreno Valley Campus presents this proposal for Emergency Medical Technician. This training will prepare the candidate to sit for the California State EMT certification examination. Successful candidates will qualify for employment at fire departments statewide, hospitals, and private emergency service agencies. It prepares candidates, under physician supervision, to recognize, assess and manage medical emergencies in pre-hospital settings and to supervise ambulance personnel. This high demand occupation training comprises a 1-year program with 96 hours of lecture classes and 385 hours of clinical practice/lab. Optimum lab class size is 10 students. Therefore the cohort of 40 students will be split into four lab sections and that is why the lab hours are 385.

Full Dress Uniform, Brady EMT Complete Textbook, EMT National Registry Review, EMT Manual (blue binder), Stethoscope, Pen Light and Blood Pressure Cuff will be provided to students.

MINIMUM READING LEVEL: any remediation necessary to completing the class successfully is done within the EMT program

MINIMUM MATH LEVEL: any remediation necessary to completing the class successfully is done within the EMT program

#### ADDITIONAL PRE-REQUISITE:

1. Student must be 18 years of age or older
2. Student will need to complete a Student Health Record to include past health history, physical examination and immunization status signed by their healthcare provider.
3. Riverside Community College District requires background checks for all students entering programs in the Emergency Medical Services Academy. This will be coordinated and paid for by the college.
4. Copy of AHA Healthcare Provider CPR card – If needed, student can take this class at the college while the student is attending EMT but if not completed, they will not be able to be allowed in the clinical portion of the class.
5. Copy of Driver's License

6. Prior to obtaining local employment, students must apply for Riverside EMS Authority, verify that he/she is not addicted to any intoxicating liquors or drugs and has not been convicted of any felony, gross misdemeanor, or other misdemeanor that indicates that the applicant might not be able to function properly as a licensee.

#### SYLLABUS/CURRICULUM

- Patient Assessment and Airway Management
- Introduction to Medical Pathophysiology
- Emergency Pharmacology
- Cardiology
- Trauma Management
- Clinical Medical Specialty I
- Medical Emergencies
- Special Populations
- Special Emergency Topics
- Clinical Medical Specialty II
- Assessment Based Management
- Emergency Medical Services – Basic
- Emergency Medical Services – Field

#### MINIMUM/MAXIMUM STUDENTS

The minimum number of students per class is 25. The maximum number of students per class is 40.

#### LOCATION AND CLASS SESSIONS

16130 Lasselle Street, Moreno Valley, CA 92551-2045. Schedule to be determined.

#### Human Service Case Manager Training Course - 342 hours

Riverside Community College District – Moreno Valley Campus presents this proposal for Human Services Case Manager. This training will prepare the candidate to qualify for employment at organizations that provide counseling and human service agencies in the areas of substance abuse, foster home and child abuse counseling, anger management counseling, disability management and psychosocial rehabilitation. This training comprises a program of 342 hours of lecture classes. Introduction to Human Services

PRE-REQUISITE: Completion of high school or GED.

#### SYLLABUS/CURRICULUM

- Introduction to Evaluation and Counseling
- Introduction to Case Management
- Introduction to Group Process

- Public Assistance and Benefits
- Introduction to Psychosocial Rehabilitation
- Employment Support Strategies
- Introduction to Social Work
- Job Development

#### MINIMUM/MAXIMUM STUDENTS

The minimum number of students per class is 25. The maximum number of students per class is 40.

#### LOCATION AND CLASS SESSIONS

16130 Lasselle Street, Moreno Valley, CA 92551-2045. Schedule to be determined.

#### NORCO CAMPUS

##### Weatherization Technician - 80 hours

Riverside Community College District – Norco Campus presents this proposal for a program to prepare students for entry-level positions in weatherization for energy conservation. It is a comprehensive 80-hour training program that includes a textbook, pre-tests, module post-tests, slide presentations, hands-on practice, videos, and reference material.

Candidates achieving the Weatherization Technician Certificate from RCC--Norco will have a basic knowledge of weatherization principles and industry practices to include installation, maintenance, and the features and benefits of energy-efficient windows and insulation materials. Emphasis will be upon practical application while maintaining a safe workplace. Participants will also be trained in the proper use of PPE (Personal Protective Equipment) and workplace effectiveness.

MINIMUM READING LEVEL: 9<sup>th</sup> Grade

MINIMUM MATH LEVEL: 9<sup>th</sup> Grade

#### SYLLABUS/CURRICLUM

Concepts of building science

- Use of the Blower Door for detection of air leaks
- Hands-on practice using tools and materials specific to weatherization
- Practical Trades Math
- Drug and Alcohol Awareness
- Personal Responsibility and Leadership

#### MINIMUM/MAXIMUM STUDENTS

The minimum number of students per class is 10. The maximum number of students per class is 20.

#### LOCATION AND CLASS SESSIONS

2001 Third Street, Norco, CA 92860. Schedule to be determined.

### Photovoltaic Installer/Technician Course – 80 hours

Riverside Community College District – Norco Campus presents this proposal for a program which prepares students for the North American Board of Certified Energy Practitioners (NABCEP) Entry Level Certificate will be a way for a student to acquire basic knowledge, comprehension and application of key terms and concepts of photovoltaic (solar electric) systems operation.

It is a comprehensive 80-hour training program that includes a textbook, pre-tests, module post-test, slide presentations, videos, and reference material.

Candidates achieving the PV Entry-Level Certificate of Knowledge will have the basic knowledge of solar electricity suitable for a supervised, entry-level position with a manufacturer, dealer, installer, and/or other PV industry company.

MINIMUM READING LEVEL: 9<sup>th</sup> Grade

MINIMUM MATH LEVEL: 9<sup>th</sup> Grade

### SYLLABUS/CURRICULUM

The essential training objective of this course is to provide the entry level photovoltaic installer/technician with fundamental technical knowledge on photovoltaics in order that the technician may acquire and advance in design, installation and servicing responsibilities as the market for photovoltaic power systems progresses.

Upon completion of this course, the student technician should be able to:

- Recognize the various types of photovoltaic systems and components currently in use.
- Demonstrate safe working practices.
- Properly design and size residential photovoltaic power systems.
- Assist in the planning and installation of photovoltaic arrays and components.
- Understand the types of codes and standards that apply to the proper installation of photovoltaic systems.
- Understand the types of permits, warranties, and the customer relations required for completion of the overall solar project.
- Assist in the servicing of common photovoltaic systems.
- Improve the quality of installations.

A basic understanding of AC and DC electricity is necessary in order to fully comprehend photovoltaic power systems. Basic industrial math skills, including arithmetic and basic mathematics, metric measurements, and calculator fundamentals are also recommended.

### Course Outline:

- Lesson 1: Introduction to Photovoltaic Systems
- Lesson 2: Capturing the Sun
- Lesson 3: Solar Site Evaluation
- Lesson 4: Photovoltaic System Components
- Lesson 5: PV Module Fundamentals
- Lesson 6: PV Battery System Design
- Lesson 7: PV Controller System Design
- Lesson 8: PV Inverter System Design

- Lesson 9: Photovoltaic System Sizing
- Lesson 10: Installation of Photovoltaic Systems
- Lesson 11: Photovoltaic System Electrical Integration
- Lesson 12: Utility-Interactive Systems
- Lesson 13: Permitting and Inspection
- Lesson 14: PV System Maintenance and Performance Analysis
- Lesson 15: Economic Analysis
- Final Exam

#### MINIMUM/MAXIMUM STUDENTS

The minimum number of students per class is 10. The maximum number of students per class is 20.

#### LOCATION AND CLASS SESSIONS

2001 Third Street, Norco, CA 92860. Schedule to be determined.

#### English for the Workplace - 40 hours

Riverside Community College District – Norco Campus presents this proposal for a program that teaches non-native speakers with limited English skills workplace vocabulary, job expressions, and active speaking and listening strategies. It is taught by an expert in English as a Second Language (ESL) methodology and contains modules specific to the hospitality, construction, and maintenance industries.

RCC-Norco's 40 hour English for the workplace training program includes textbooks, pre-post assessments, slide presentations, videos, reference materials, software practice, and field trips where applicable. Candidates who complete the training will be able to communicate more successfully with fellow employees, understand and respond professionally to supervisors, and become more competitive in the job market.

MINIMUM READING LEVEL: 3<sup>rd</sup> Grade

MINIMUM MATH LEVEL: 5<sup>th</sup> Grade

#### SYLLABUS/CURRICULUM

##### Module 1

Language Pre-Assessments  
General Workplace Expressions and Vocabulary  
Principles of Active Speaking and Listening

##### Module 2

Vocabulary Development – Hospitality Industry  
Workplace Expressions – Hospitality Industry  
Dialogue and Conversation techniques  
Active Listening

##### Module 3

Vocabulary Development – Construction Industry  
Workplace Expressions – Construction Industry  
Dialogue and Conversation techniques  
Active Listening

Module 4  
Vocabulary Development – Maintenance Industry  
Workplace Expressions – Maintenance Industry  
Dialogue and Conversation techniques  
Active Listening  
Language Post-Assessments

**MINIMUM/MAXIMUM STUDENTS**

The minimum number of students per class is 12. The maximum number of students per class is 20.

**LOCATION AND CLASS SESSIONS**

2001 Third Street, Norco, CA 92860. Schedule to be determined

Exhibit 2 Program Budget

All associated course costs are included in the total cost of training and coordinated through the college.

WIA/ARRA Community College Training  
 Cost Allocation Plan  
 2009/11 BUDGET

Part 1 Budget Plan	
A. Staff Salaries	399,748
C. Staff Benefits	56,696
C. Staff Benefits H&W	43,639
D. Staff Benefit Rate (percent)	
E. Staff Travel	3,421.00
F. Operating Expenses (communication, facilities, utilities, maintenance, consumable supplies, audits, etc.)	1,272,708.00
G. Lease	-
H. Consumable Materials	-
I. Supportive/Job Retention Services	-
J. Other (Indirect)	617,588
K. Total Funding Request	\$ 2,393,800

WIA/ARRA Community College Training

Budget for 2009-11

SECTION A – STAFF COST							
Staff Position & Name of Staff	Number in Position	% Time Spent on WIA (b)	Annual Hours	# of Total Hours	Hourly Rate	TOTAL COST	TOTAL 20 Months
Michael Wright, Director, Workforce Preparation Grants & Contracts ARRA Coordinator	1	32.00%	2080	665.6	50.63	56,160	56,160
Cynthia Freeman Accounting Services Clerk ARRA Coordination staff	1	25.00%	2080	520.0	25.61	22,440	22,440
Office Assistant II ARRA Coordination hourly	1	100.00%	950	950.0	12.50	23,751	23,751
Robert Grajeda Director Corporate & Business Development	1	42.50%	2080	884.0	44.41	65,432	65,432
Susan Crowley Business Development Assistant	1	35.00%	2080	728.0	25.51	30,877	30,877
TBD Lab Assistant	1	100.00%	950	950.0	21.05	19,971	19,971
Bonavita Quinto-MacCallum, Faculty Moreno Valley	1	7.00%	1984	138.9	52.56	14,600	14,600
Patricia Link Adjunct Facility (Weatherization)	1	100.00%	640	640.0	57.54	36,826	36,826
TBD Adjunct Instruction (English for Work)	1	100.00%	417	417.0	57.55	34,370	34,370
Diane Dieckmeyer, Dean of Instruction	1	7.00%	1984	138.9	70.43	17,933	17,933
Henry Rogers Director CACT	1	10.00%	2080	208.0	49.55	17,177	17,177
Lauren Clark Admin Assistant III	1	64.00%	1560	998.4	28.98	49,411	49,411
TBD Grant Project Educational Trainer I	1	100.00%	432	432.0	25.00	10,800	10,800
SUBTOTAL: STAFF SALARIES						399,748	399,748
SECTION B – BENEFIT COST							
Benefits (Describe)		Rate (%)					
Staff Benefits Rate-FICA	185,336	0.062					11,492
Staff Benefits Rate-WC	399,748	0.0131					5,239
Staff Benefits Rate-SUI	399,748	0.003					1,202
Staff Benefits Rate-Medi-Care		0.0145					5,800

	399,748					
PERS- Public Employees Retirement System		0.09709		0.113		
	73,692		111,644			19,771
STRS-State Teachers Retirement System	159,889	0.0825				13,191
H&W	Cost - Flat Rate	% - FTE				
Michael Wright	39,325	32.00%				12,584
Cynthia Freeman	11,812	25.00%				2,953
Diane Dieckmeyer	39,326	7.00%				2,753
Bonavita Quinto-MacCallum	39,326	7.00%				2,753
Lauren Clark	3,115	64.00%				1,994
Henry Rogers	39,325	10.00%				3,933
Robert Grajeda	27,163	42.50%				11,544
Susan Crowley	14,644	35.00%				5,125
SUBTOTAL: STAFF BENEFITS						100,335
SECTION C - Operating Costs						1,276,129
SECTION D-INDIRECT COST RATE						
Indirect Cost Rate		20.5%/36.5%				617,588
TOTAL STAFF COSTS – (Section A)						399,748
TOTAL STAFF BENEFITS – (Section B)						100,335
SUBTOTAL PROGRAM COSTS – (Total of Sections A+B)						500,083

Total Operating Costs -(Section C)		1,276,129
Indirect Cost Rate -(Section D)		617,588
TOTAL PROGRAM COSTS		2,393,800

**WIA/ARRA Community College Training  
 Cost Allocation Plan  
 2009/2011 BUDGET**

<b>Cost Category</b>	<b>WIA FUNDING</b>	<b>NON-WIA FUNDING</b>
<b>TOTAL-SECTION A- STAFF COSTS</b>		
Michael Wright, Director, Workforce Preparation Grants & Contracts ARRA Coordinator	56,160	
Cynthia Freeman Accounting Services Clerk ARRA Coordination staff	22,440	
Office Assistant II ARRA Coordination hourly	23,751	
Robert Grajeda Director Corporate & Business Development	65,432	
Susan Crowley Business Development Assistant	30,877	
Patricia Link Adjunct Faculty (Weatherization)	36,826	
TBD Faculty (English for Work)	34,370	
Diane Dieckmeyer, Dean of Instruction	17,933	
Henry Rogers Director CACT	17,177	
Lauren Clark Admin Assistant III	49,411	
Grant Project Educational Trainer I	10,800	
TBD Lab Assistant	19,971	
Bonavita Quinto-MacCallum, Faculty	14,600	
<b>SUB-TOTAL STAFF COSTS</b>	<b>399,748</b>	
<b>SUB-TOTAL STAFF BENEFITS</b>	<b>100,335</b>	
W/C	5,239	
SUI	1,202	
Medi-Care	5,800	
STRS	13,191	
H&W	43,639	
PERS	19,771	
FICA	11,492	
<b>Other Costs Section B</b>		
4230-Textbooks	256,621	
4351-Train the Trainer Advance Cert	6,000	
4351-Video's	15,182	
4590-Supplies	221,715	
4710-Meals	2,500	
5045-Postage	1,600	
5120- Lecturer	485,204	
5120-Mileage	3,421	
5211-Meeting Expenses	18,560	
5420-Liability Insurance	1,360	
5649-Software Licenses	16,500	
5650- Transportation Contracts	8,000	
5890- Other Services	45,677	
6482-Equipment Additional \$5,000>	193,789	
<b>SUB-TOTAL OTHER COSTS</b>	<b>1,276,129</b>	
<b>TOTAL - SECTION A-B - STAFF SALARIES &amp; BENEFITS</b>	<b>1,776,212</b>	
<b>SUB-TOTAL PROGRAM COSTS (SECTIONS A-B)</b>	<b>1,776,212</b>	
<b>INDIRECT EXPENSES @ 36.5%</b>	<b>578,636</b>	
<b>INDIRECT EXPENSES @ 20.5%</b>	<b>38,952</b>	
<b>Total Indirect</b>		
<b>TOTAL PROGRAM COSTS</b>	<b>2,393,800</b>	

**WIA/ARRA Community College Training  
 Cost Allocation Plan Customized Solutions  
 2009/2011 BUDGET**

<b>Cost Category</b>	<b>WIA FUNDING</b>	<b>NON-WIA FUNDING</b>
<b>TOTAL-SECTION A- STAFF COSTS</b>		
Michael Wright, Director, Workforce Preparation Grants & Contracts ARRA Coordinator	30,888	
Cynthia Freeman Accounting Services Clerk ARRA Coordination staff	12,342	
Office Assistant II ARRA Coordination hourly	13,063	
Robert Grajeda Director Corporate & Business Development	28,482	
Susan Crowley Business Development Assistant	13,233	
<b>SUB-TOTAL STAFF COSTS</b>	<b>98,008</b>	
<b>SUB-TOTAL STAFF BENEFITS</b>	<b>31,379</b>	
<b>Michael Wright</b>		
W/C	405	
SUI	93	
Medi-Care	448	
STRS	3,494	
H&W	6,921	
<b>Cynthia Freeman</b>		
PERS	1,317	
FICA	765	
W/C	162	
SUI	37	
Medi-Care	179	
H&W	1,624	
<b>TBD Hourly Clerk</b>		
W/C	171	
SUI	39	
Medi-Care	190	
<b>Robert Grajeda</b>		
PERS	3,037	
FICA	1,766	
W/C	373	
SUI	86	
Medi-Care	413	
H&W	5,025	
<b>Susan Crowley</b>		
PERS	1,411	
FICA	821	
W/C	173	
SUI	40	
Medi-Care	192	
H&W	2,197	
<b>Other Costs Section B</b>		
4230-Textbooks	63,525	
4351-Train the Trainer Advance Cert	6,000	
4351-Video's	15,182	
4590-Supplies	64,180	
5045-Postage	1,600	
5120-Lecturers	152,000	
5210-Mileage	2,321	
6xxx-Equipment	114,611	
<b>SUB-TOTAL OTHER COSTS</b>	<b>419,419</b>	
<b>TOTAL - SECTION A-B - STAFF SALARIES &amp; BENEFITS</b>	<b>548,806</b>	
<b>SUB-TOTAL PROGRAM COSTS (SECTIONS A-B)</b>	<b>548,806</b>	
<b>INDIRECT EXPENSES @ 36.5%</b>	<b>130,962</b>	
<b>INDIRECT EXPENSES @ 20.5%</b>	<b>38,952</b>	
<b>TOTAL INDIRECT EXPENSES</b>	<b>169,914</b>	
<b>TOTAL PROGRAM COSTS</b>	<b>718,720</b>	

WIA/ARRA Community College Training  
Cost Allocation Plan Moreno Valley  
2009/2011 BUDGET

Cost Category	WIA FUNDING	NON-WIA FUNDING
TOTAL-SECTION A- STAFF COSTS		
Michael Wright, Director, Workforce Preparation Grants & Contracts ARRA Coordinator	8,424	
Cynthia Freeman Accounting Services Clerk ARRA Coordination staff	3,366	
Office Assistant II ARRA Coordination hourly	3,563	
TBD Lab Assistant	19,971	
Bonavita Quinto-MacCallum, Faculty	14,600	
Robert Grajeda Director Corporate & Business Development	24,633	
Susan Crowley Business Development Assistant	9,704	
SUB-TOTAL STAFF COSTS	84,261	
SUB-TOTAL STAFF BENEFITS	21,782	
Michael Wright		
W/C	110	
SUI	25	
Medi-Care	122	
STRS	695	
H&W	1,888	
Cynthia Freeman		
PERS	359	
FICA	209	
W/C	44	
SUI	10	
Medi-Care	49	
H&W	443	
TBD Hourly Clerk		
W/C	47	
SUI	11	
Medi-Care	52	
Robert Grajeda		
PERS	2,627	
FICA	1,527	
W/C	323	
SUI	74	
Medi-Care	357	
H&W	4,346	
Susan Crowley		
PERS	1,035	
FICA	602	
W/C	127	

SUI	29	
Medi-Care	141	
H&W	1,611	

TBD Lab Assistant		
W/C	262	
SUI	60	
Medi-Care	290	
Bonavita Quinto-MacCallum, Faculty		
W/C	180	
SUI	41	
Medi-Care	199	
STRS	1,134	
H&W	2,753	
Other Costs Section B		
4230-Textbooks	151,408	
4590- Supplies	101,692	
5120-Lecturer	292,804	
5210-Mileage	330	
5211-Meeting Expenses	18,560	
5420-Liability Insurance	1,360	
5649-Software & Licenses	8,000	
5890-Other Services	13,252	
6xxx-Equipment	7,328	
SUB-TOTAL OTHER COSTS	594,734	
TOTAL - SECTION A-B - STAFF SALARIES & BENEFITS	700,777	
SUB-TOTAL PROGRAM COSTS (SECTIONS A-B)	700,777	
INDIRECT EXPENSES @ 36.5%	255,783	
TOTAL PROGRAM COSTS	956,560	

WIA/ARRA Community College Training  
 Cost Allocation Plan Norco  
 2009/2011 BUDGET

Cost Category	WIA FUNDING	NON-WIA FUNDING
TOTAL-SECTION A- STAFF COSTS		
Michael Wright, Director, Workforce Preparation Grants & Contracts ARRA Coordinator	11,232	
Cynthia Freeman Accounting Services Clerk ARRA Coordination staff	4,488	
Office Assistant II ARRA Coordination hourly	4,750	
Patricia Link Adjunct Faculty (Weatherization)	36,826	
TBD Faculty (English for Work)	34,370	
Diane Dieckmeyer, Dean of Instruction	17,933	
Henry Rogers Director CACT	17,177	
Lauren Clark Admin Assistant III	49,411	
Grant Project Educational Trainer I	10,800	
SUB-TOTAL STAFF COSTS	186,987	
SUB-TOTAL STAFF BENEFITS	36,937	
Michael Wright		
W/C	147	
SUI	34	
Medi-Care	163	
STRS	927	
H&W	2,517	
Cynthia Freeman		
PERS	479	
FICA	278	
W/C	59	
SUI	14	
Medi-Care	65	
H&W	591	
TBD Hourly Clerk		
W/C	62	
SUI	14	
Medi-Care	69	
Patricia Link		

W/C	483	
SUI	111	
Medi-Care	534	
STRS	2,095	
TBD Faculty (English for Work)		
W/C	483	
SUI	111	
Medi-Care	534	
STRS	3,038	

Diane Dieckeyer		
W/C	214	
SUI	49	
Medi-Care	236	
STRS	1,345	
H&W	2,753	
Henry Rogers		
PERS	1,832	
FICA	1,065	
W/C	225	
SUI	52	
Medi-Care	249	
H&W	3,933	
Lauren Clark		
PERS	5,275	
FICA	3,064	
W/C	647	
SUI	148	
Medi-Care	717	
H&W	1,994	
TBD Grant Project Educational Trainer		
W/C	142	
SUI	32	
Medi-Care	157	
Other Costs Section B		
4230-Textbooks	31,000	
4590-Supplies	21,793	
4710-Meals	2,500	
5120- Lecturer	6,400	
5120-Mileage	550	
5649-Software Licenses	8,500	
5650- Transportation Contracts	8,000	
5890- Other Services	32,425	
6xxx-Equipment	40,000	
SUB-TOTAL OTHER COSTS	151,168	

TOTAL - SECTION A-B - STAFF SALARIES & BENEFITS	375,092	
SUB-TOTAL PROGRAM COSTS (SECTIONS A-B)	375,092	
INDIRECT EXPENSES @ 36.5%	136,908	
TOTAL PROGRAM COSTS	512,000	

**WIA/ARRA Community College Training  
Cost Allocation Plan City Campus  
2009/2011 BUDGET**

<b>Cost Category</b>	<b>WIA FUNDING</b>	<b>NON-WIA FUNDING</b>
<b>TOTAL-SECTION A- STAFF COSTS</b>		
Michael Wright, Director, Workforce Preparation Grants & Contracts ARRA Coordinator	5,616	
Cynthia Freeman Accounting Services Clerk ARRA Coordination staff	2,244	
Office Assistant II ARRA Coordination hourly	2,375	
Robert Grajeda Director Corporate & Business Development	12,317	
Susan Crowley Business Development Assistant	7,940	
<b>SUB-TOTAL STAFF COSTS</b>	<b>30,492</b>	
<b>SUB-TOTAL STAFF BENEFITS</b>	<b>10,237</b>	
<b>Michael Wright</b>		
W/C	74	
SUI	17	
Medi-Care	82	
STRS	463	
H&W	1,258	
<b>Cynthia Freeman</b>		
PERS	239	
FICA	139	
W/C	30	
SUI	7	
Medi-Care	33	
H&W	295	
<b>TBD Hourly Clerk</b>		
W/C	31	
SUI	7	
Medi-Care	35	
<b>Robert Grajeda</b>		
PERS	1,313	
FICA	764	
W/C	161	
SUI	37	
Medi-Care	179	
H&W	2,173	
<b>Susan Crowley</b>		
PERS	847	
FICA	492	
W/C	104	
SUI	24	
Medi-Care	115	
H&W	1,318	
<b>Other Costs Section B</b>		
4230-Textbooks	10,688	
4590-Supplies	34,050	
5120-Lectures	34,000	
5120-Mileage	220	
6xxx-Equipment	31,850	
<b>SUB-TOTAL OTHER COSTS</b>	<b>110,808</b>	
<b>TOTAL - SECTION A-B - STAFF SALARIES &amp; BENEFITS</b>	<b>151,537</b>	
<b>SUB-TOTAL PROGRAM COSTS (SECTIONS A-B)</b>	<b>151,537</b>	
<b>INDIRECT EXPENSES @ 36.5%</b>	<b>54,983</b>	
<b>TOTAL PROGRAM COSTS</b>	<b>206,520</b>	





**Exhibit 3**  
**Workforce Investment Act (WIA) and American Recovery and Reinvestment Act (ARRA)**  
**Internet Websites and Other Resources**

Agency	Web Site
Riverside County Economic Development Agency- Workforce Development Division Policies/Procedures	<a href="http://www.rivcojobs.com/WorkforceCommunity/Policies/tabid/121/Default.aspx">http://www.rivcojobs.com/WorkforceCommunity/Policies/tabid/121/Default.aspx</a>
Department of Labor Employment Administration	<a href="http://www.doleta.gov">http://www.doleta.gov</a>
Employment Development Department	<a href="http://www.edd.cahwnet.gov">www.edd.cahwnet.gov</a>
National Association of Counties	<a href="http://www.naco.org">www.naco.org</a>
National Governor's Association	<a href="http://www.nga.org">www.nga.org</a>
U.S. Chamber of Commerce	<a href="http://www.uschamber.org">www.uschamber.org</a>
Small Business Administration	<a href="http://www.sba.gov/">www.sba.gov/</a>
Excluded Parties List System	<a href="http://www.epls.gov">http://www.epls.gov</a>
National Archives and Records Administration site for the Code of Federal Regulations. Provides links to specific regulations, Federal Register Notices, public laws and Privacy Act issuances.	<a href="http://www.archives.gov/index.html">http://www.archives.gov/index.html</a>
General Accounting Office (GAO) web site. Provides links to a financial audit manual, Comptroller General decisions and GAO audit reports.	<a href="http://www.gao.gov">http://www.gao.gov</a>
Office of Management and Budget (OMB) web site. Provides links to all OMB circulars, compliance supplements and OMB policy.	<a href="http://www.whitehouse.gov/OMB">http://www.whitehouse.gov/OMB</a>
OMB site provides an index of all OMB circulars categorized by subject area. Provides links to actual circulars.	<a href="http://www.whitehouse.gov/OMB/html/index2.html">http://www.whitehouse.gov/OMB/html/index2.html</a>
Department of Labor's (DOL) Office of Administrative Support and Management (OASAM). Provides links to DOL regulations for OMB circulars.	<a href="http://www.dol.gov/oasam">http://www.dol.gov/oasam</a>
DOL/OASAM Indirect Cost Rate Determination Guide	<a href="http://www.dol.gov/oasam/programs/boc/costdeterminationguide/main.htm">http://www.dol.gov/oasam/programs/boc/costdeterminationguide/main.htm</a>
Treasury Department financial information site. Provides links to other financial resource pages	<a href="http://www.fms.treas.gov">http://www.fms.treas.gov</a>
Federal Inspectors General site. Contains audit requirements, standards, and links to other audit-related sites	<a href="http://www.ignet.gov">http://www.ignet.gov</a>
<b>OTHER RESOURCES:</b>	
<b>Cost Principles</b>	
OMB Circular A-21	Cost Principles for Institutions of Higher Education
<b>Administrative Requirements</b>	
29 CFR Part 95	Uniform Administrative Requirements for Institutions of Higher Education, Hospitals and other Non-profit Organizations and Commercial Organizations (OMB Circular A-102)
<b>Audit Regulations and Requirements</b>	
29 CFR Part 96	Department of Labor Audit Resolutions
29 CFR Part 99	Audit Requirements for Recipients of Federal Financial Assistance (OMB Circular A-133)
OMB Circular A-50	Audit Follow-up
<b>Miscellaneous Provisions</b>	
29 CFR Part 93	Department of Labor Lobbying Regulations

29 CFR Part 98

Department of Labor Debarment and Suspension  
Regulations

Exhibit 4  
Resource List for Applicable Laws, Rules and Regulations

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

The American Recovery and Reinvestment Act (ARRA) (Public Law 111-5)

Department of Labor (DOL) Training and Employment Guidance Letter (TEGL) 14-08 Guidance for Implementation of the Workforce Investment Act and Wagner Peyser Act Funding in the American Recovery and Reinvestment Act of 2009

The Workforce Investment Act (Public Law 105-220)

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

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

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

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

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

- 
- A. Age Discrimination in Employment Act (1967) makes it unlawful for an employer with 20 or more employees to discriminate against individuals that are 40 years or older, with respect to hiring, compensation, terms, conditions and privileges of employment on the basis of age. The Act is enforced by the Equal Employment Opportunity Commission.
  - B. Americans with Disabilities Act (1990) makes it unlawful for an employer, with 15 or more employees, to discriminate against qualified individuals with disabilities with respect to hiring, compensation, terms, conditions, and privileges of employment. The Act is enforced by the Equal Opportunity Commission.
  - C. Americans Disability Act Amendments Act (ADAAA), Pub. L. 110-325, is intended to overturn a series of Supreme Court decisions that interpreted the Americans with Disabilities Act of 1990 in a way that made it difficult to prove that an impairment is a "disability." The ADAAA makes significant changes to the ADA's definition of "disability" that broadens the scope of coverage under both the ADA and Section 503 of the Rehabilitation Act.

- D. Anti-Kickback Act (1986) is defined to mean any money, fee, commission, credit, gift, gratuity, thing of value, or any compensation of any kind provided, directly or indirectly to any contractor, contractor employee, subcontractor or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract or in connection with a subcontract relating to a contract. The Act is enforced by the Federal Acquisition Regulations (FAR 52.203-7).
- E. Buy American – Use of American Iron, Steel, and Manufactured Goods: None of the funds appropriated or otherwise made available by the Recovery Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States. See the Recovery Act Section 1605 – Buy American Requirements. NOTE: WIA Title I prohibition on construction, in accordance with 20 CFR 667.260, remains applicable to Grantees.
- F. Child Support Compliance Act: In accordance with the Child Support Compliance Act, the Contractor recognizes and acknowledges:
1. The importance of child and family support obligations and shall fully comply with applicable state, and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders. Reporting requirements are provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code, State Assembly Bill 196, Chapter 478/1999, State Senate Bill 542 (expanded reporting requirements), and Chapter 480/1999 that added Section 1088.8 to the Unemployment Insurance Code.
  2. That to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment
- G. Civil Rights Act (1991) amended the 1964 Act, and the Americans with Disabilities Act (ADA) to allow compensatory and punitive damages, but places caps on the amounts that can be awarded. The Act also provides for jury trials in suits brought under these laws. In addition; during the performance of this subgrant/contract, Subgrantee/Contractor and 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. Subgrantees/Contractors and sub-contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subgrantee/Contractor and sub-contractor shall comply with the 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, and 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 subgrant/contract or 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.

- H. Consolidated Omnibus Budget Reconciliation Act of 1985: The American Recovery and Reinvestment Act of 2009 (ARRA) provides for premium reductions and additional election opportunities for health benefits under commonly called COBRA. Eligible individuals pay only 35 percent of their COBRA premiums and the remaining 65 percent is reimbursed to the coverage provider through a tax credit. The premium reduction applies to periods of health coverage beginning on or after February 17, 2009 and lasts for up to nine months for those eligible for COBRA during the period beginning September 1, 2008 and ending December 31, 2009 due to an involuntary termination of employment that occurred during that period. The TAA Health Coverage Improvement Act of 2009, enacted as part of ARRA, also made changes with regard to COBRA continuation coverage.
- I. Confidentiality Requirements The State of California and the Subgrantee will exchange various kinds of information pursuant to this agreement. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The source of information may include, but are not limited to, the Employment Development Department, 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.
- J. Davis-Bacon Act (1931) applies to federal construction and repair contracts over \$2,000. The Act requires contractors to pay their employees a specific minimum wage prevalent for similar work in a specific geographic area. The Wage and Hour Division of the Department of Labor enforce the Act.
- K. Debarment and Suspension Certification: By signing this agreement, the Contractor hereby assures and certifies that the Contractor will comply with the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98.510, that the Contractor, to the best of its knowledge and belief, that it principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  2. Have not within a three-year period preceding this Agreement 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 record, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal State or local) with commission of any of the offenses enumerated in paragraph 2 above;

4. Have not within a three (3) year period preceding this Agreement had one or more public transactions (Federal State or local) terminated for cause of default;
  5. When the prospective primary Contractor or sub-contractor where applicable, is unable to certify to the foregoing certification such Contractor or Subcontractor will provide an explanation to the County prior to execution of this Agreement.
- L. Drug Free Workplace: By signing this agreement, the Contractor hereby assures and certifies that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq. And 29 CFR Part 98) and will provide a drug-free workplace by taking the following actions:
- 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).
- Establish a Drug-Free Awareness Program as required by Government Code Section 8355 (b) to inform employees about all of the following: The dangers of drug abuse in the workplace; The person's or organization's policy of maintaining a drug free workplace; Any available counseling, rehabilitation and employee assistance programs; and Penalties that may be imposed upon employees for drug abuse violations
- Provide, as required by Government Code Section 8355©, that every employee who provide services under this Agreement will: receive a copy of the company's drug-free policy statement; and agree to abide by the terms of the company's statement as a condition of employment.
- M. Employee Polygraph Protection Act (1988) makes it unlawful for an employer to require, request, suggest, or cause an employee or applicant to submit to a lie detector test. In addition, it prohibits the employer from threatening or taking any adverse employment action against an employee or applicant who refuses to take a lie detector test. The Act is enforced by a private right of action in the federal district courts.
- N. Environmental Protection Regulations under the:
1. Clean Air & Water Act: The Contractor ensures that it complies with all applicable standards, order, or requirements under section 306 of the Clean Air Act (42) U.S. C. 1857(h), section 508 of the Clean .Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations (40 CFR part 15). The authorized representative, in signing this Agreement, certifies that he/she has read and that his/her agency is in compliance with all terms.
  2. Energy Policy and Conservation Act (pub. L. 94-163), County requires Contractor shall ensure that his/her agency is in compliance with all applicable standards, order, or requirements. The authorized representative, in signing this Agreement, certifies that he/she has read and that his/her agency is in compliance with all terms.
- O. Executive Order 11246 (1965, amended 1996) prohibits job discrimination by employers holding federal contracts or subcontracts on the basis of race, color, sex, national origin or religion and requires affirmative action to ensure equality of opportunity in all aspects of

employment. The Order is enforced by the Office of Federal Compliance Contract Programs of the Department of Labor.

- P. Executive Order 12549 – Government-wide debarment and suspension (non-procurement), and Government-wide requirements for drug free workplace (grants) protects the public interest and conducts business only with responsible persons.
- Q. Fair Labor Standards Act (1938) provides minimum wage and overtime requirements. Under FLSA, all non-exempt employees are entitled to cash overtime for all hours worked over 40 in a workweek. The Act, as amended by the Minimum Wage Increase Act of 1996, is enforced by the Wage and Hour Division of the Department of Labor and private lawsuits.
- R. The False Claims Act: Fraud Against the Government (FCA): A treatise providing current and comprehensive treatment of the law that has developed under the False Claims Act for practitioners representing defendants, relators, or the Government, as well as judges, academics, and others who may be interested in the development and application of its model of shared public and private law enforcement. Particular focus on liability to the government as well as to private individuals, damages, and other remedies, including civil penalties, the relator's share, and attorneys' fees and costs. Treatment is given to procedure in qui tam actions as well as the current state false claims laws modeled on the federal statute.
- S. Family and Medical Leave Act (1991) requires that employers, with 50 or more employees, provide up to 12 weeks of unpaid leave, with any 12-month period, to employees for the care of a newborn or adopted child, for the care of a seriously ill family member, or for treatment and care of the employee's own serious medical condition. The Act is enforced by the Wage and Hour Division of the Department of Labor.
- T. Federal Awards (Schedule of Expenditures): Grantees agree to separately identify the expenditures for each grant award funded under the ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for the ARRA funds by Federal award number consistent with the recipient reports required by the ARRA Section 1512(c).
- U. Hatch Act (1939, amended in 1993) applies to political activity of certain state and local government employees who are employed by state or local executive agencies in connection with programs financed in whole or in part by federal loans or grants. Some statutes make Act provisions applicable to persons employed by private, non-profit organizations that plan, develop and coordinate Head Start and certain other types of federal assistance. The Act is enforced by the U.S. Office of Special Counsel.
- V. Immigration Reform and Control Act (1986) requires employers to verify that applicants for employment are authorized to work in the United States. The Act provides civil and criminal penalties for knowingly employing unauthorized aliens and prohibits discrimination

based on national origin or citizenship if the alien is authorized to work. The Act is enforced by the Department of Justice and the Immigration and Naturalization Service.

- W. Jobs for Veterans Act (Public Law 107.288): By signing this agreement, the Contractor hereby assures and certifies that it will comply with the provisions of this Act and establish a priority for service for veterans (and some spouses) who otherwise meet the eligibility requirements for participation in the program.
- X. Labor-Management Reporting and Disclosure Act (Landrum-Griffin Act of 1959) establishes a set of rights for employees who are members of unions. They include the right to vote, attend meetings, meet and assemble with other members, and freely express views and opinions. This Act is enforced by the Office of Labor Management Standards of the Department of Labor.
- Y. Lobbying Restrictions: By signing this Agreement the Contractor hereby assures and certifies that it will comply with the lobbying restrictions that are codified in the DOL regulations at 29 CFR Part 93.
- No federal appropriated funds have been paid or will be paid, by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, an officer or employee of Congress, or an of a Member of Congress, in connection with this Agreement, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification or any federal contract, grant, loan or cooperative agreement.
  - If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress. Or an employee of a Member of Congress, in connection with this federal contract, grant loan and cooperative agreement, the undersigned shall complete and submit Standard Form LLL, Disclosure to Report Lobbying". In accordance with its instruction.
  - The undersigned shall required that the language of this certification be included this Agreement if the Agreement includes compensation over \$100,000 (per OMB) at all tiers (including sub-contractors) under this Agreement and that all sub-contractors shall certify and disclose accordingly.
  - This certification is a material representation of fact upon which reliance is placed when this Agreement is executed. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
- Z. Military Selective Service Act shall be insured by the Secretary that each individual participating in any WIA program or receiving any assistance or benefit under this chapter has not violated section three (50 U.S.C. App. 453) by not presenting and submitting to registration as required pursuant to such section. The Director of the Selective Service System shall cooperate with the Secretary in carryout out this section.
- AA. National Labor Relations Board: The Contractor (if not a public entity), by signing this Agreement, certifies that no more than one final un-appealable finding of contempt of court

by a federal court has been issued against the Contractor within the immediately preceding two-year period because of Contractor failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

- BB. Occupational Safety and Health Act (1970) requires all employers to provide a work place that is free from recognized hazards that cause, or are likely to cause, death or serious physical harm to employees. The Act also establishes the Occupational Safety and Health Administration that is responsible for promulgating workplace safety standards and regulations for various industries. The Act is enforced by the Occupational Safety and Health Administration.
- CC. Older Workers Benefit Protection Act (1990) makes it unlawful for an employer to discriminate with respect to employee benefits based on age. It also regulates early retirement incentive programs. The Act is enforced by the Equal Employment Opportunity Commission.
- DD. Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Pub. L. 104-193), the TANF program is a Federal block grant to States designed to provide temporary assistance while moving recipients into work and self-sufficiency.
- EE. Political Reform Act (of 1974, amended in 1996) requires each state and local agency to adopt a conflict of interest code. Conflict of interest codes are required to prohibit officials of any state or local government agency from making, participating or in any way attempting to use their official position to influence a governmental decision in which the official knows or has reason to know that he or she has a financial interest.
- FF. Pregnancy Discrimination Act (1978) makes it unlawful for an employer to discriminate based on pregnancy or childbirth. The Act is enforced by the Equal Employment Opportunity Commission. Rehabilitation Act of 1973, Section 503, as amended, states any contract in excess of \$10,000 entered into by any Federal department or agency for the procurement of personal property and nonpersonal services (including construction) for the United States shall contain a provision requiring that the party contracting with the United States shall take affirmative action to employ and advance in employment qualified individuals with disabilities.
- GG. Single Audit Act (of 1984 and amended in 1996 as Public Law 104-156) extends the Act to cover non-profit organizations under OMB Circular A-133 to include Higher Education and Other Non-profit Organizations. The Act raised auditing limits to \$300,000 and authorizes an adjustment every two years.
- HH. Title VII of the Civil Rights Act (1964) makes it unlawful for an employer, with 15 or more employees, to discriminate against individuals with respect to hiring, compensation, terms, conditions and privileges of employment on the basis of race, color, religion, national origin or sex. Title VII is enforced by the Equal Employment Opportunity Commission.
- II. Title IX, Education Amendments of 1972 states, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance (Title 20 U.S.C. Sections 1681-1688).

- JJ. Vietnam Era Veteran's Readjustment Assistance Act (1974) makes it unlawful for employers to discriminate against veterans of the Armed Forces in their employment practices. It also provides veterans with certain reemployment, seniority, health benefit, and pension rights with respect to prior employment. The Act is enforced by the Office of Veterans Employment and Training of the Department of Labor.
- KK. Veterans' Priority Provisions: "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215), as implemented by the Final Rule published on December 19, 2008 at 73 Fed. Reg. 78132. The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. The Planning Guidance (either the Stand-Alone Planning Guidance at 73 FR 72853 (December 1, 2008)) or the Unified Planning Guidance at 73 FR 73730 (December 3, 2008) requires states to describe the policies and strategies in place to ensure, pursuant to the Jobs for Veterans Act and the regulations, that priority of service is provided to veterans (and certain spouses) who otherwise meet the eligibility requirements for all employment and training programs funded by the U.S. Department of Labor. In addition, the states are required to provide assurances that they will comply with the Veterans' Priority Provisions established by the Jobs for Veterans Act (38 USC 4215).
- LL. Wage Rate Requirements: Subject to further clarification issued by the Office of Management and Budget and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Grantor pursuant to this award shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code. (ARRA Sec. 1606)
- MM. Whistleblower Protection Statutes (1989) protect employees of financial institutions and government contractors from discriminatory and retaliatory employment actions because of reporting violations of the law to federal authorities. The Act is enforced by the Wage and Hour Division of the Department of Labor. The Grantor Office of Inspector General shall receive any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. (ARRA Sec. 1553)