Contract #: K386295-04, Mod 2
Index Code: 5311182

CONTRACT ROUTING SHEET

Date Prepared: 4/22/13 **Need Date:** 5/13/13

PROCESSING DEPARTMENT:
Department: HHSA/CS
Dept. Contact: Amy Higdon
Phone #: x4836
Department Head Signature: [signature]
Jan Walker-Conroy, ~~Interim~~ Director

CONTRACTOR:
Name: Golden Sierra Job Training Agency
Address: 1919 Grass Valley Hwy, Ste 100
Auburn, CA 95603
Phone:

CONTRACTING DEPARTMENT: Health and Human Services Agency/CS
Service Requested: Workforce Investment Act Program activities-Disability Employment Initiative
Contract Term: 10/1/12-8/31/14 Contract/Grant Value: $132,643
Compliance with Human Resources requirements? N/A ____ Yes x No: ____
Compliance verified by: Mike Strella with original contract + 4/29/13 for mod 2

COUNTY COUNSEL: (Must approve all contracts and MOU's)
Approved: ✓ Disapproved: ____ Date: 5/7/2013 By: K. Mackham
Approved: ____ Disapproved: ____ Date: ____ By: ____

EL DORADO COUNTY COUNSEL
MAY 7 PM 2:56

PLEASE FORWARD TO RISK MANAGEMENT. THANK YOU!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)
Approved: ✓ Disapproved: ____ Date: 5/9/13 By: [signature]
Approved: ____ Disapproved: ____ Date: ____ By: ____
City is contractor

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).
NOTE: All contracts that involve the acquisition of software or computer related items must be first approved by IT. Any contract that requires approval from another department must also be first approved by the other department.
Departments: ____
Approved: ____ Disapproved: ____ Date: ____ By: ____
Approved: ____ Disapproved: ____ Date: ____ By: ____

D. Stack
PM Review/Date
CFO Review/Date 4/24/13
Contracts Supe Review/Date 4/24/13
Contracts Mgr. Review/Date

Rev. 12/2008 (SS-CVP)

WIA SERVICE PROVIDER CONTRACT
MODIFICATION

GOLDEN SIERRA JOB TRAINING AGENCY

This Contract, No. K386295-04, Modification No. 2, dated this 1st day of April, 2013, is by and between the Golden Sierra Job Training Agency, a Joint Powers Agency hereinafter referred to as GSJTA, and El Dorado County Health & Human Services Agency hereinafter referred to as CONTRACTOR.

As provided for in the standard GSJTA WIA Service Provider Contractor Agreement section 5 (A) and (B) of the General Terms and Conditions in Exhibit A, this contract may be modified unilaterally or jointly depending on certain circumstances. GSJTA has determined this contract modification is:

☐ Unilateral
☒ Jointly with Contractor

This contract modification is for the purpose of:

☐ Term of the contract

As of the date of this modified contract the term of this contract is now:

☐ Scope of contract/request for proposal services:

☐ Program deliverables:

☐ Work Plan Implementation Schedule:

☐ Quantitative Outcomes:

☒ Budget Summary Plan: Shift funds from staffing to indirect to cover travel expenses

(Requires submittal of updated Exhibit C)

☐ Other:

Time is of the essence in the performance of this Contract. Therefore, the parties have executed this Contract, No. K386295-04, Modification No. 2,

Dated: 5/10/13

GOLDEN SIERRA JOB TRAINING AGENCY (GSJTA)

By _____
(Signature of Authorized Officer)

Jason Buckingham, Executive Director
(Name and Title of Authorized Officer)

1919 Grass Valley Hwy, Suite 100
Address

Auburn, CA 95603
City, State, Zip Code

Dated: _____

El Dorado County Health & Human Services Agency
(Legal Name of CONTRACTOR)

By _____ 5/9/13
(Signature of Authorized Officer)

Jan Walker-Conroy, Interim Director
(Name and Title of Authorized Officer)

330 Fair Lane
Address

Placerville, CA 95667
City, State, Zip Code

☐ If Unilateral
(GSJTA signature only)

☒ If Jointly
(both signatures required)

EXHIBIT C

CONTRACT NO.: K386295-04
Number of Exhibit Pages: 1 through 2

BUDGET			
Line Item	***Budget***		
	WIA Adult CFDA 17.258	WP Other CFDA 17.207	Total
Staff Salaries & Benefits	**$96,643**	**$31,700**	**$128,343**
• Staff Salaries-Program • Staff Benefits-Program			
Indirect-Program	**$0**	**$2,500**	**$2,500**
• Advertising (Brochures, etc) • Communications – Telephone • Equipment – Computers • Equipment – non computer • Employee Training • Fixed Assets (over $5,000) • Indirect Costs – A-87 costs* • Maintenance Bldgs & Improvements • Maintenance - Janitorial • Membership/Publications • Office Supplies • Rents/Leases • Travel/Mileage • Utilities			
Direct-Program / Other	**$0**	**$1,800**	**$1,800**
• Client Supportive Services • Subcontracted Services • WEX Wages • WEX Benefits			
Direct-Program / Training	**$0**	**$0**	**$0**
• Direct Training Contracts			
TOTALS	**$96,643**	**$36,000**	**$132,643**

Funding:
WIA Adult - K282473; CFDA: 17.258
WP Other – K285805; CFDA: 17.207

WIA/WP SERVICE PROVIDER CONTRACT
MODIFICATION

GOLDEN SIERRA JOB TRAINING AGENCY

This Contract, No. K386295-04, Modification No. 1, dated this 1st day of January, 2013, is by and between the Golden Sierra Job Training Agency, a Joint Powers Agency hereinafter referred to as GSJTA, and El Dorado County Health & Human Services Agency hereinafter referred to as CONTRACTOR.

As provided for in the standard GSJTA WIA Service Provider Contractor Agreement section 5 (A) and (B) of the General Terms and Conditions in Exhibit A, this contract may be modified unilaterally or jointly depending on certain circumstances. GSJTA has determined this contract modification is:

☐ Unilateral
☒ Jointly with Contractor

This contract modification is for the purpose of:

☐ Term of the contract

As of the date of this modified contract the term of this contract is now:

☒ Scope of contract/request for proposal services:

☒ Program deliverables:
- Core Skills Workshops: Soft Skills, Customer Service & Computer Skills

☐ Work Plan Implementation Schedule:

☒ Quantitative Outcomes: Exhibit O – Flex Funding Special Conditions

☒ Budget Summary Plan: Contract increased by $36,000 to provide workshops and Supportive services.

Revised contract amount: $132,643

(Requires submittal of updated Exhibit C)

☒ Other: Section 6. Fund Levels - Additional funding stream for flex funding. Wagner-Peyser (WP)

Time is of the essence in the performance of this Contract. Therefore, the parties have executed this Contract, No. K386295-04, Modification No. 1,

Dated: 5/8/13

GOLDEN SIERRA JOB TRAINING AGENCY (GSJTA)

By _____
(Signature of Authorized Officer)

Jason Buckingham, Executive Director
(Name and Title of Authorized Officer)

1919 Grass Valley Hwy, Suite 100
Address

Auburn, CA 95603
City, State, Zip Code

Dated: 4/23/13

El Dorado County Health & Human Services Agency
(Legal Name of CONTRACTOR)

By _____
(Signature of Authorized Officer)

Ron Briggs, Chair
El Dorado County Board of Supervisors
(Name and Title of Authorized Officer)

330 Fair Lane
Address

Placerville, CA 95667
City, State, Zip Code

ATTEST: James S. Mitrisin
Clerk of the Board of Supervisors
By _____
Marcie MacFarland, Deputy Clerk

☐ If Unilateral
(GSJTA signature only)

☒ If Jointly
(both signatures required)

Contract

6. FUND LEVELS

The funding for the CONTRACTOR shall be as follows:

WIA Adult Funding:	96,643*
WP Other Programs	$36,000
Total Contract	$132,643*

* Staff costs when working with enrolled clients; all other expenditures will be charged to regular WIA allocation contract.

Exhibit B

6. PERFORMANCE EXPECTATIONS

WIA funding:

Performance Goals	Total
1. Total number of individuals with disabilities to be served	40
2. Total number receiving core and intensive services	30
3. Total number receiving training	20
4. Total number receiving a recognized certificate/diploma/degree	12
5. Total number entering unsubsidized employment	14
6. Average hourly wage rate expected	12.00
7. Retention Rate (6 months)	11
8. Number of individuals that will be co-enrolled in WIA	20
9. Number of individuals that will be co-enrolled in other programs such as TANF, VR, ENs etc.	13

WP funding:

Performance Goals	Total
1. Number served	24
2. Number to complete coursework (80% completion rate)	19
3. Number to receive certificate of completion	19
4. Number to demonstrate proficiency increases with OPAC (70%)	16

EXHIBIT C

CONTRACT NO.: K386295-04
Number of Exhibit Pages: 1 through 2

BUDGET			
Line Item	***Budget***		
	WIA Adult CFDA 17.258	WP Other CFDA 17.207	Total
Staff Salaries & Benefits	**$96,643**	**$34,200**	**$130,843**
• Staff Salaries-Program • Staff Benefits-Program			
Indirect-Program	**$0**	**$0**	**$0**
• Advertising (Brochures, etc) • Communications – Telephone • Equipment – Computers • Equipment – non computer • Employee Training • Fixed Assets (over $5,000) • Indirect Costs – A-87 costs* • Maintenance Bldgs & Improvements • Maintenance - Janitorial • Membership/Publications • Office Supplies • Rents/Leases • Travel/Mileage • Utilities			
Direct-Program / Other	**$0**	**$1,800**	**$1,800**
• Client Supportive Services • Subcontracted Services • WEX Wages • WEX Benefits			
Direct-Program / Training	**$0**	**$0**	**$0**
• Direct Training Contracts			
TOTALS	**$96,643**	**$36,000**	**$132,643**

Funding:
WIA Adult - K282473; CFDA: 17.258
WP Other – K285805; CFDA: 17.207

EXHIBIT O

DISABILITY EMPLOYMENT INITIATIVE (DEI)
SPECIAL CONDITIONS

CONTRACTOR has entered into an agreement to provide services as allowed under Wagner Peyser, as defined in Exhibit O (California Disability Employment Initiative Scope of Work/Narrative) attached hereto and incorporated herein by reference. Program parameters will include:

Length of Program:	23-months
Population Served:	Adult
Counties Served:	El Dorado County
Type of Services:	Provide workshops & supportive services to individuals with disabilities
Program Details	Exhibit O
Number Served:	24 training enrollments

CONTRACTOR agrees that if cumulative expenditures are less than 100% of the total funds available at the completion the last quarter (August 31, 2014), remaining unspent funds will be subject to recapture and redistribution to other providers.

CONTRACTOR further agrees to adhere to all of the provisions, definitions, administrative regulations, policies and procedures and performance measures contained in the California Disability Employment Initiative Scope of Work/Narrative, incorporated herein by reference.

EXTRACTED FROM GOLDEN SIERRA JOB TRAINING AGENCY FUNDING PROPOSAL

Funding Request

[How much funding do you expect to use over the project's life? **Note**: Your ability to expend funding will be evaluated at the end of each year to ensure you are effectively using these funds.]

$36,000

Proposal

[How do you plan to use flexible funds to best meet the needs of your CDEI clients? Will your focus be on individual customer needs or systemic improvements?]

Since the DPN and now DEI DRC has been, and will continue, meeting with the region's disability service providers on implementing systematic improvements, the Golden Sierra region would propose to focus this funding on client need. Specifically, focusing on the offering of Core Skills workshops. Areas of instruction would include Soft Skills, Customer Service and Computer Skills.

Many of the clients served will have come from backgrounds where their work history is sporadic and limited. Offering these courses will help address these obstacles, increase competitiveness and therefore; increase success of the participants.

Offering these workshops using flexible funding will allow us to promote and provide services to a greater population than would traditionally be available via WIA funding. Additionally, it will allow greater intervention than WIA core services. We believe this to be a natural and complimentary service greatly increasing the outcomes for persons with disabilities (PWD's) served though the braided DEI/WIA/Flexible funding streams.

These workshops would be provided by staff or competitively procured and provided by qualified vendors who can verify that they can meet the needs of the service recipients.

Policy

[Outline your proposed policy for approving and issuing flexible funds to your customers or to benefit a system change. **Be clear and concise about the proposed guidelines. Any request outside your policy's parameters must be approved by your EDD project advisor.**]

In this proposal 10% of the available funding would be made available for Supportive Services. The remaining funding would be used solely for the instruction of the Core Skills courses mentioned above. The supportive services rendered would go through our standard supportive service request and tracking procedures.

Procedure

[Include the tasks that make up the decision process. Identify tasks that are mandatory and which tasks are optional based on the request?]

Individuals will either be identified via TTW datasets, internal referral (referral from current WIA or other caseloads), partner referral (veteran's services, Department of Rehabilitation, NorCal Center on deafness etc.) or via other outreach methods. The IRT will be made aware of the program as well. Once identified and assessed as appropriate, the individuals will be enrolled in the appropriate DEI program Flex Funding grant code, tracked using the statewide Virtual OneStop/CWSN system and referred to the appropriate course or series based on their experience, knowledge and skill sets.

Outcomes

[How will you evaluate the success of your intended outcomes? **To make sure your outcomes are measurable, ask yourself, "How will we measure that we effectively used these funds?"**]

Since we currently do not offer these services, we would expect 80% (24) of the 30 participants identified in the Golden Sierra DEI application to receive these services prior to moving into services funded by a complimentary stream.

Additionally, 80% (19) of the participants shall complete the coursework. Each of those completers will receive at least one Core Skills certificate via the NextSkills Curriculum.

From the Next Skills Website:

Background (Next Skills):

Employers from high-growth sectors in Sacramento, throughout California, and across the nation have identified inter-related skills which workers must master if businesses are to increase their competitiveness and fully realize the potential of their employees. A lack of these often misnamed "soft skills," better defined as "next generation" or "Next Skills", often prevent employees from remaining employed, being promoted, or pursuing career paths. A review of eleven workforce studies identified eight categories of skills that were most frequently reported by up to 82% of employers surveyed as "most important." These eight categories have now been developed into the following eight, 8-hour (not-for-credit) training modules for workplace training (also available as a 3-unit course at Folsom Lake College):

Next Skills Training Modules: Creativity and Innovation for Everyone

1. Valuing Diversity at Work
2. Navigating Technology @ Work (Aka "CANDO" = Computers, Applications, Networking, Devices-on-the-go, and Operating safely)
3. Effective Listening
4. Verbal Communication for Working Professionals
5. Employability Skills
6. Service Orientation
7. Interpersonal Skills for Building Teamwork

The Next Skills curriculum is unique:

- The curriculum is *customized* for the diversity of Greater Sacramento & California. In not only the Diversity course, but also the Listening and Interpersonal Skills courses, participants see the link between people's differences and the value those differences offer.
- It continually re-integrates soft skills usually offered individually in similar programs, like critical thinking, decision making, problem solving, and collaboration.
- It adds two, key, higher-level skill areas: creativity and technology and introduces essential sub-skills workers will need, like emotional intelligence, time management, and managing conflict.
- The dynamic training materials are enriched by abundant hands-on activities, case studies, engaging videos, discussions, surveys, and checklists.

We propose the following as our measurable outcomes for use of these funds.

Number Served	Completion rate 80%	Certificates issued 80%	Office Skills Proficiency increase as measured by NextSkills
24	19	19	16

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Contract No. **K386295-04**

WORKFORCE INVESTMENT ACT OF 1998 CONTRACT FOR SERVICE PROVISION

1. **PARTIES.**

This Contract is by and between the Golden Sierra Job Training Agency ("GSJTA") and the El Dorado County Health & Human Services Agency responsible for Community Action Agency Programs representing the El Dorado One Stop Operator Consortia ("CONTRACTOR").

2. **PURPOSE.**

The parties agree to enter into this Contract for the purpose of delivering augmented Adult activities as outlined in California Disability Employment Initiative during the term of October 1, 2012, through August 31, 2014. The CONTRACTOR will adhere to all provisions of the Workforce Investment Act (WIA) and the parties will follow all regulations and guidance issued by the U.S. Department of Labor, the State of California and the GSJTA. The parties make the commitment to continue to maintain not only the basic provisions of WIA, but also to enact the basic guiding principles of California's One-Stop delivery system.

3. **REFERENCES:**

All policies and procedures referenced in this contract are available online at www.goldensierra.com, www.doleta.gov , www.edd.gov or other appropriate government entity's website.

4. **EXHIBITS.**

This Contract consists of this page and the exhibits listed below.

Exhibit A – General Terms and Conditions
Exhibit B – Statement of Work
Exhibit C – Budget
Exhibit D – Performance Measures
Exhibit E – Intellectual Property Provisions
Exhibit F – Insurance Requirements
Exhibit G – Debt Collection Procedures
Exhibit H – Assurances and Certifications
Exhibit I – Confidentiality of Client Records
Exhibit J – WIA Complaints/Grievance Procedures
Exhibit K – Maintenance of Effort
Exhibit L – Certification Regarding Lobbying
Exhibit M – Non-Supplantation of Funds
Exhibit N – DEI Special Conditions

5. **TERM.**

This Contract begins on October 1, 2012, and ends on August 31, 2014, except when necessary and reasonable start-up or closeout activities are authorized elsewhere in this Contract or in writing by GSJTA.

6. **FUND LEVELS**

The funding for the CONTRACTOR shall be as follows:

WIA Funding:	
Adult	$96,643*
Total Contract	$96,643*

* Staff costs when working with enrolled clients; all other expenditures will be charged to regular WIA allocation contract.

GSJTA may add additional funding to this contract during the specified term by issue of a contract modification notifying CONTRACTOR of the funding allocation to CONTRACTOR, the specific service to be provided and any requirements associated with the funding. Said contract modification(s) shall be incorporated herein and made by reference a part hereof.

A. Payment and Reporting:

The Agency shall reimburse the CONTRACTOR for services performed under this Agreement. Each payment shall be made after timely presentation by the CONTRACTOR of an invoice, no later than **fifteen (15) calendar days** after the end of each month. Each invoice submitted shall be subject to review and approval by the Agency and must be substantiated by such detailed itemization as required by the Agency.

For services provided herein, GSJTA agrees to pay CONTRACTOR within forty five (45) days of receipt and approval of itemized invoice(s).

The CONTRACTOR is responsible for the allocation of expenditures based on the above funding streams and for insuring that funding limitations and WIA guidelines regarding program activities are adhered to.

B. Reimbursement of Operating Costs:

Upon mutual prior written agreement of the parties and submission of an invoice by GSJTA that is approved by Contractor, Contractor shall reimburse GSJTA, or allow GSJTA to withhold funds from sub-grant allotment, for expenses incurred by GSJTA on behalf of Contractor for operation of the WIA Program.

C. Disallowed Costs:

CONTRACTOR shall be liable for and will repay the GSJTA any amounts expended under this agreement found not to be in accordance with the WIA and the provisions of this agreement including, but not limited to, disallowed costs. Such repayment will be from funds (non-federal) other than those received under the WIA. See Office of Management and Budget Circular A-87, Attachment B, Item 6; WIA Directive WIAD05-14; WIA 185(f)(2); and Code of Federal Regulations 667.300.].

7. **CONTRACT ADMINISTRATOR**
The County officer or employee with responsibility for administering this contract is Debbie Stack, Program Manager, Human Services Department, or successor.

8. **SIGNATURES.**
This Contract may only be modified by a signed, written Contract modification document. No oral conversation shall be considered to be Contract modification. The parties agree to all Contract provisions, including this page and all exhibits, by signing below.

FOR GSJTA

Signature

Jason Buckingham, Executive Director

Typed Name and Title

FOR El Dorado County
Health & Human Services Agency
Human Services Department
responsible for
Community Action Agency Programs

12/4/12

Signature

John R. Knight, Chairman
El Dorado County Board of Supervisors
Typed Name and Title

ATTEST: James S. Mitrisin
Clerk of the Board of Supervisors
By Marcie MacFarland
Marcie MacFarland, Deputy Clerk

EXHIBIT A

CONTRACT NO.: K386295-04

Number of Exhibit Pages: 1 through 18 Including Index

GENERAL TERMS AND CONDITIONS

INDEX

The following terms and conditions are contained in this Exhibit.

1. Notices
2. Fiscal Requirements
   - A. Payment Requests
   - B. Payment Denial
   - C. Funding Streams
   - D. Travel and Per Diem
   - E. Fraud or Abuse Allegations
   - F. Additional Funding
   - G. Support of Salaries and Wages
3. Delivery of Services
4. Compliance
   - A. The Rules
   - B. Rules Changes
5. Contract Changes
   - A. Unilateral Modification
   - B. Bilateral Modification
   - C. Early Termination
   - D. Early Termination Costs
   - E. Deobligation and Probation
6. Remedies, Bonding and Insurance
   - A. Indemnification
   - B. Disallowed Costs
   - C. Notice of Claims
   - D. Bonding
   - E. Insurance
7. Certifications
   - A. Legal Authority
   - B. Defective Pricing
   - C. Internal Controls
   - D. Religious Activities
   - E. Independent Contractor
   - F. Conduct Standards
   - G. Citizenship and Work Status
   - H. Selective Service
   - I. Confidentiality
   - J. Training and Support Services Funding
   - K. Drug Free Workplace
   - L. Child Support Compliance
   - M. Patents, Copyrights and Data Rights
   - N. Health and Safety
   - O. Clean Air/Clean Water
   - P. Debarment and Suspension Certification
   - Q. Lobbying
   - R. Coordination
   - S. Litigation Costs
   - T. Non-Discrimination
   - U. Disputes and Grievances
   - V. Public Statements and Marketing
   - W. Unemployment Benefits
   - X. Staff Levels
   - Y. Assignments and Sub-contracts
   - Z. Labor Organizations
   - AA. Intellectual Property
   - BB. Facilities
   - CC. Kickbacks
   - DD. Fraud and Program Abuse
   - EE. Immigration Reform
   - FF. Non-Supplantation of Funds
8. Accounting and Property Provisions
   - A. Generally Accepted Accounting Principles
   - B. Cost Allocation Plan
   - C. Program Income
   - D. Stand-In Funds
   - E. Property
   - F. Lease of Property or Facility
   - G. Building Depreciation
   - H. Improvements of Real Property
   - I. Indirect Costs
   - J. Contract Closeout
9. Reports, Evaluations, Monitoring Records and Audits
   - A. Reports
   - B. Evaluations and Monitoring
   - C. Submission of MIS Documents
   - D. Submission of Training Materials
   - E. Record Retention
   - F. Audit Rights and Requirements

1. NOTICES

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

GSJTA	El Dorado County Health & Human Services Agency responsible for Community Action Agency Programs
Jason Buckingham Executive Director 1919 Grass Valley Hwy, Suite 100 Auburn, CA 95603 (530) 823-4635	Debbie Stack Program Manager 3057 Briw Road, Suite A Placerville, CA 95667 (530) 642-7325

The individuals and addresses listed above may be changed by written notice to the parties.

2. FISCAL REQUIREMENTS

A. Payment Requests

All payment requests shall be submitted in accordance with Section 6 A. Continued or repeated failure by the CONTRACTOR to submit timely and/or complete invoices may result in suspension or termination of the Contract.

B. Payment Denial

GSJTA has the right to deny all or a portion of any payment request based upon any of the following: a) failure to comply with any Contract provision, all of which are deemed to be material; b) failure to comply with any Workforce Investment Board (WIB) or GSJTA policy; c) recoupment of costs disallowed under this or a previous GSJTA contract; d) recoupment of amounts otherwise owed to GSJTA; e) failure to receive Federal funds, upon which funding for this Contract is based.

C. Funding Streams

All payments to CONTRACTOR shall be in accordance with Exhibit C, the Contract Budget. Separate fund stream budgets may not be exceeded except after execution of a Contract modification. Cost categories and line item costs within a fund stream may be exceeded, but only in accordance with GSJTA policies and procedures.

D. Travel & Per Diem Costs

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

E. Fraud or Abuse Allegations

In the event of allegations of fraud or abuse, GSJTA reserves the right to withhold Contract payments in whole or in part until a determination on the merits of the allegation is made. Such a determination shall not supersede or replace final disallowed cost resolution procedures.

F. Additional Funding

CONTRACTOR shall notify GSJTA, in writing, within ten (10) calendar days of receipt of any additional funding that materially affects the cost and/or quality of the service provided under this Contract. Upon receipt of such written notification, GSJTA, with approval of the Workforce Investment Board and Governing Body, may reduce payment to CONTRACTOR hereunder upon re-determination of the cost reasonableness of the services provided under this Contract.

G. Support of Salaries and Wages

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

1) Invoices shall include a summary report, indicating amounts paid for salaries and wages, by employee.
2) This summary shall be supported by individual time records which are subject to monitoring by GSJTA, Federal and State regulations, and others as deemed appropriate.
3) Budget estimates do not qualify as support for charges to the program. All salary charges must represent actual, verifiable hours worked on this Contract.

3. DELIVERY OF SERVICES

CONTRACTOR agrees to deliver the quality and quantity of services as specified in Exhibit B, the Statement of Work. Any deviation from the Statement of Work must be approved in writing by GSJTA. Provider will ensure due diligence in managing fund streams included in this Contract, including the carrying out of the appropriate monitoring activities as defined in GSJTA monitoring policies and procedures and taking prompt corrective action to prevent violations of fund stream rules and regulations.

4. COMPLIANCE

A. The Rules

CONTRACTOR shall fully comply with all applicable Federal, State and local laws, regulations, rules, policies and procedures, including but not limited to:

1) The WIA, including amendments thereto, and implementing Federal regulations;
2) State of California statutes, rules, regulations, directives, policies and procedures implementing the WIA;
3) WIB, Governing Body and GSJTA policies and procedures applicable to each fund stream included in this Contract;
4) Federal OMB Circulars and applicable State fiscal policies and procedures, which currently include but are not limited to A-87, A-102, A-110, A-122, A-128, A-133, A-21, as amended, and 41 CFR Part 1.15, Subpart 1-15.2;
5) GSJTA's WIA plan; and
6) Federal, State and GSJTA management information system (MIS) guidelines, manuals, policies and procedures.

B. Rules Changes

CONTRACTOR also understands and agrees that all statutes, regulations, rules, policies, procedures, cost circulars, and periodic publications referenced in § 4.A., above are subject to amendment or replacement during the life of this Contract. All such changes shall take effect upon their effective dates and shall become binding upon actual or constructive notice to CONTRACTOR. Constructive notice includes publication, mailing or distribution to CONTRACTOR or its project manager.

5. CONTRACT CHANGES

A. Unilateral Modification

This Contract may be unilaterally modified at any time by GSJTA as required by changes in Federal or State laws, regulations, or rules. CONTRACTOR must either accept the unilateral modification or may elect to give 30 day notice of Contract termination.

B. Bilateral Modification

This Contract may be bilaterally modified at any time by the execution of a written, signed contract modification requiring WIB and Governing Body approval.

C. Early Termination

This Contract may be terminated early in whole or in part for any of the following reasons.

1) Either party may terminate this Contract for convenience by giving 90 calendar days advance written notice to the other party in person or by certified mail. The 90-day period shall commence when notice is deposited with the post office or personally delivered;

2) Either party may terminate this Contract immediately for cause by giving written notice. Breach of any Contract provision shall constitute cause for termination;

3) if GSJTA fails to receive sufficient Federal or State funds to meet any or all of its contractual obligations due to fund reduction, suspension or termination or other causes, GSJTA shall have the right to immediately and unilaterally reduce or terminate all or part of this Contract;

4) GSJTA may terminate this Contract for cause if CONTRACTOR appears on the register of employers in contempt of court for violations of the National Labor Relations Act.

D. Early Termination Costs

If this Contract is terminated early, CONTRACTOR shall be entitled to allowable costs accrued prior to the date of termination, plus reasonable closeout costs approved by GSJTA.

E. Deobligation and Probation

GSJTA shall have the right to adopt and implement a fund deobligation and probation policy which may shift funds away from or place on probation a Provider who is under utilizing available funds, is failing to meet performance or reporting expectations, or is failing to achieve service levels as established in the Statement of Work.

Providers may voluntarily deobligate funds but are strongly encouraged to do so as early in the Contract year as possible. This will allow for the timely reallocation of funds to other Providers that need additional monies. Funds deobligated after December 15 will not reduce the amount of available funds used to calculate the required expenditure rates, thus subjecting CONTRACTOR to the conditions of the fund deobligation and probation policy as discussed in the above paragraph.

Should GSJTA's funding be reduced, GSJTA may, notwithstanding any other provision of this Contract, at any time with WIB and Governing Body approval,, deobligate or otherwise reduce or withdraw funds allocated to CONTRACTOR pursuant to this Contract or, with WIB and Governing Body approval, terminate this Contract. In the event of deobligation, GSJTA may unilaterally amend this Contract identifying the deobligation. GSJTA shall have no liability to CONTRACTOR based upon said deobligation or termination, specifically including, but not limited to, any liability for CONTRACTOR's consequential damages.

6. REMEDIES, BONDING AND INSURANCE

A. Indemnification

CONTRACTOR shall hold harmless and indemnify GSJTA, The agency Governing Body and the WIB, and their officers, agents and employees, from all liability arising in whole or in part from any wrongful acts or omissions of CONTRACTOR in the performance of this Contract. Indemnification shall include but not be limited to, reasonable attorney's fees, related administrative costs, court costs, other reasonable expenses, judgments, and reasonable settlement amounts. CONTRACTOR shall also hold harmless and indemnify GSJTA from any liability arising as a result of disallowance of contract funds.

B. Disallowed Costs

In the event of disallowed contract costs, CONTRACTOR agrees to share the reasonable costs of resulting litigation to which GSJTA is a party to the extent of its proportionate share of contested disallowed costs.

C. Notice of Claims

Notice shall be promptly submitted to GSJTA of any action or claim being brought against CONTRACTOR resulting from this Contract.

D. Bonding

Prior to initial disbursement of funds to CONTRACTOR, GSJTA must receive a statement from CONTRACTOR or its insurer assuring that all persons receiving and/or disbursing funds are covered by a fidelity bond in an amount equal to the maximum Contract funds that CONTRACTOR can have on hand. If the bond is cancelled or reduced, CONTRACTOR shall immediately notify GSJTA. Bonding may be waived for governmental entities.

Bonding Requirement Waived:

Contractor Initial: _____ GSJTA Initial: _____

E. Insurance

CONTRACTOR shall not commence work under this Contract until all required insurance and certificates of proof have been furnished to GSJTA. CONTRACTOR shall not allow any subcontractor or agent to commence work until similar insurance has been obtained. All required insurance shall be kept current throughout the term of the Contract. Required insurance includes:

1) General Liability Insurance: $1,000,000.00
2) Automobile Liability Insurance: $1,000,000.00
3) Workers Compensation: As required by law
4) Property Damage: In the event CONTRACTOR utilizes any real or personal property owned or tagged by GSJTA, CONTRACTOR shall insure property as follows:

   Real Property: For the full insurable replacement value against the hazards of fire, vandalism and malicious mischief, and other property-related losses;

   Personal Property: For the replacement cost against the hazards of fire, burglary, theft, vandalism and malicious mischief.

A self-insurance program may be accepted by GSJTA in lieu of insurance coverage.

7. CERTIFICATIONS

A. Legal Authority

CONTRACTOR certifies that it possesses the legal authority to execute this Contract and to perform required work.

B. Defective Pricing

If any cost or price under this Contract is significantly increased or decreased as a result of defective data submitted by CONTRACTOR, GSJTA reserves the right to renegotiate the Contract or to disallow and collect funds obtained by CONTRACTOR due to false or negligently submitted pricing data.

C. Internal Controls

CONTRACTOR will administer its programs with safeguards, including proper internal controls, necessary to reasonably prevent fraud and abuse.

D. Sectarian Activities and Maintenance of Effort

CONTRACTOR assures and certifies that:

(a) This Contract does not provide for the advancement of, or aid to, any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state. There shall be no religious workshops, instruction or proselytic action as part of, or in connection with, the performance of this Contract.

(b) Clients shall not be employed on the construction, operations, or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place for religious worship.

(c) There will be no employment or training of clients in sectarian activities.

(d) No WIA funds shall be used to support any religious or anti-religious activity.

(e) All training and/or services shall be free of religious content and all materials shall be devoid of ecclesiastical or sectarian teaching.

(f) No WIA-funded client or employee may perform any activities which would benefit or be associated with any religious activity.

(g) The portion of any building utilized for WIA activities shall be separate and distinct from the remainder of the facility and shall be free of all sectarian influence or appearance including religious artifacts, symbols and paraphernalia.

(h) No religious activity shall be conducted within any portion of the building used for WIA training and/or services during any time that any W IA activity is being conducted or when WIA clients are present in the course of any WIA activity.

E. Independent Contractor

The parties to this Contract will be acting in an independent capacity and not as agents, employees, partners, joint venturers, or associates of each other. The employees or agents of one party shall not be deemed or construed to be the agent or employee of the other party for any purpose whatsoever.

F. Conduct Standards

1) Every reasonable course of action will be taken by CONTRACTOR in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Contract will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. Provider agrees to conform to the nondiscrimination requirements in WIA, Section 188.

2) 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 pursuant to the ADA.

3) CONTRACTOR must, perform reasonable due diligence to insure that any of its employees who were formerly employed by the State of California in a position that could have enabled such individuals to impact policy regarding or implementation of activities covered by this Contract, will not be assigned to any part or phase of the activities conducted pursuant to this Contract for a period of not less than two years following the termination of such State employment.

4) No relative by blood, adoption or marriage of any executive or employee of CONTRACTOR will receive favorable treatment when considered for enrollment in programs provided by, or employment with, CONTRACTOR.

5) Executives and employees of CONTRACTOR will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the Contract, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates.

6) An executive or employee of CONTRACTOR and their subcontractors, a GSJTA-area elected official or a member of the WIB, will not solicit or accept money or any other consideration from a third person for the performance of an act reimbursed in whole or part by this Contract. Supplies, materials, equipment or services purchased with contract funds will be used solely for purposes allowed under this Contract. No member of the WIB will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.

7) The primary purpose of the intended GSJTA Wide Area Network (WAN) is for the exchange of information in order to promote and support WIA activities in an efficient and effective manner throughout the Golden Sierra Workforce Investment Area.

G. Citizenship and Work Status

CONTRACTOR shall fully comply with all laws regarding employment of aliens and others. All employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations including but not limited to, the Immigration Reform and Control Act of 1986, Public Law 99-603.

H. Selective Service

CONTRACTOR shall ensure that participants comply with Section 167(a)(5) of the Military Selective Service Act and other eligibility requirements applicable to the fund stream into which the participant is enrolled.

I. Confidentiality

CONTRACTOR agrees to maintain the confidentiality of participant information. Information shall be divulged to agencies having responsibilities for monitoring or evaluating contract services and performances and to governmental authorities to the extent necessary for proper contract administration.

Sources of confidential participant information may include, but are not limited to, The El Dorado County Community Action Agency and Public Housing Authority, 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. Confidential information is not open to the public and requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction. CONTRACTOR agrees to:

1) Keep all confidential participant information furnished by GSJTA and/or the State in the strictest confidence, and make the information available to its own employees only on a "need-to-know" basis. Instruct all employees with access to GSJTA and/or State information regarding the confidential nature of the information and the sanctions against unauthorized use of disclosures found in the California Civil Code §1798.55, the Penal Code § 502, the California Unemployment Insurance Code § 2111, and the Welfare and Institution Code, § 10850;

2) Store and process confidential information in electronic format, in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal, or other means. Return the confidential information promptly or destroy all copies of derivations of that confidential information when its use ends, utilizing an approved method of confidential destruction;

3) Ensure that all Provider staff requesting or receiving GSJTA and/or State confidential information date and sign a Confidentiality Statement. If CONTRACTOR enters into an agreement with a subcontractor, CONTRACTOR agrees to include these security and confidentiality provisions in the subcontract; and,

4) Designate a person responsible for information and data security and confidentiality, and immediately notify GSJTA, in writing, of any designee changes.

CONTRACTOR security and confidentiality designee is:

Name	Debbie Stack
Title	Program Manager
Address	3047 Briw Road, Placerville, CA 95667
Telephone No.	530-642-7325
Fax No.	530-626-9060

J. Training and Support Services Funding

CONTRACTOR shall require all participants to make maximum use of non-WIA resources for training and support services, and will report and make available to GSJTA all records relating to participant Pell applications and Pell grant fund receipt and distribution. No WIA training or support services costs shall be incurred without first utilizing other resources. Pell and WIA funds may be combined, so long as multiple fund sources do not duplicate payments for the same expense.

K. Drug Free Workplace

CONTRACTOR agrees to 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(c), that every employee who works on this Contract:
  - will receive a copy of CONTRACTOR's drug-free policy statement; and,
  - will agree to abide by the terms of CONTRACTOR's statement as a condition of employment on the Contract.

L. Child Support Compliance

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

- the importance of child and family support obligations and shall fully comply with applicable State and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- that to the best of its knowledge, CONTRACTOR is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).

M. Patents, Copyrights and Data Rights

CONTRACTOR shall disclose to GSJTA any invention, written product, computer program developed or data assembled as a result of performance of work under this Contract within sixty (60) days of invention, development or assembly.

GSJTA, State of California, and U.S. Department of Labor, shall have the right to patent any invention and copyright any written product or computer program. Upon written request, Provider shall transfer all pertinent information specifications and right, title and interest to the designated agency.

CONTRACTOR will retain a non-exclusive, royalty-free license on each subject invention, document, program or data to which GSJTA, State or Department of Labor obtains title, except if CONTRACTOR fails to disclose such invention, document, program, or data. The license is transferable by CONTRACTOR only with the approval of the agency obtaining title, except when transferred to the successor of CONTRACTOR.

Where GSJTA, State and U.S. Department of Labor decline to request the transfer of rights, CONTRACTOR shall retain the entire right, title and interest to each subject invention, document, program or data. In such event, GSJTA, the State and U.S. Department of Labor shall have a non-exclusive, non-transferable, irrevocable, paid up license to use subject invention, document, program, or data throughout the world.

N. Health and Safety

CONTRACTOR shall maintain appropriate standards for health and safety in work and training situations.

O. Clean Air/Clean Water

CONTRACTOR affirms that it is in compliance with all applicable standards, orders, or requirements issued 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 Environmental Protection Agency regulations (40 C.F.R. Part 15).

P. Debarment and Suspension Certification

By signing this Contract, CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that it will comply with regulations implementing Executive Order 12549, Debarment and Suspension, 29 C.F.R. Part 98.510, and that, to the best of CONTRACTOR's knowledge and belief, it and its 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 proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

3) 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 of this certification; and have not within a three year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause of default.

Q. Lobbying

CONTRACTOR assures and certifies to the lobbying restrictions which are codified in the DOL regulations at 29 CFR Part 93.

1) No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this Contract.

2) If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Contract, CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3) CONTRACTOR shall include the language of this certification in subcontracts over $100,000.

4) Failure to comply with all lobbying certifications and requirements may result in suspension of payments or contract termination, or both. CONTRACTOR may be ineligible for award of future contracts if any of the following has occurred: (1) false information on the certifications, or (2) failing to carry out the certification requirements.

R. Coordination

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

S. Litigation Costs

CONTRACTOR agrees that Contract funds cannot be used to litigate against GSJTA or the WIB, or against the Federal, State, or County governments.

T. Nondiscrimination

The conduct of the parties to this agreement will be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated thereunder and the provisions of WIA, Section 188. In addition:

1) During the performance of this agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, pregnancy disability and denial of family care leave, CONTRACTOR and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

2) CONTRACTOR assures that it is an Equal Opportunity Employer and complies with the Americans with Disabilities Act of 1990.

3) CONTRACTOR assures compliance with EO 11246 of September 24, 1967, "Equal Employment Opportunity", as amended by EO 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60) as stated in 29 CFR Section 97.36(i)(3).

4) CONTRACTOR and its subcontractors shall comply with provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as it set forth in full.

5) CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

6) CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement.

7) Section 504 of the Rehabilitation Act

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

U. Disputes and Grievances

CONTRACTOR will develop and maintain a system for the handling of grievances and complaints in accordance with the WIA, and guidelines issued by the State and GSJTA.

In any dispute, both parties agree to informally discuss and attempt to resolve issues in a joint meeting. In the event that informal discussion fails to resolve disputed issues, either party may request formal resolution in accordance with GSJTA procedures.

Subject to the previous paragraphs, CONTRACTOR agrees to participate in and be bound by questioned and/or disallowed cost or grievance resolution decisions issued by GSJTA. Such procedures shall include an opportunity for a fair hearing upon request.

V. Public Statements and Marketing

CONTRACTOR shall indicate in any press release or statement to the public related to the program that it is funded by the Golden Sierra Workforce Investment Area. CONTRACTOR shall identify the WIB or its brand in all contract-funded marketing.

W. Unemployment Benefits

CONTRACTOR shall not place participants with employers improperly failing to provide Unemployment Insurance benefits.

X. Staff Levels

CONTRACTOR agrees to maintain a consistent level of staffing for the programs in this Contract in accordance with the staffing levels proposed in the Budget. If maintaining the level of staffing is not possible, CONTRACTOR agrees to submit a corrective action plan within sixty (60) days of any staffing shortfall in order to reprogram funds from vacant staff positions for the benefit of program participants.

Y. Assignments and Subcontracts

CONTRACTOR agrees not to assign or subcontract any part or all of its interest in this Contract without prior written approval from GSJTA.

All applicable provisions and requirements of this Contract shall apply to any subcontracts or agreements. CONTRACTOR shall be held responsible for the performance of all subcontractors. Subcontracts must be in writing and a copy of each subcontract must be provided to GSJTA. This paragraph shall not require pre-approval of individual On-the-Job Training (OJT) Agreements, Work Experience (WEX) Agreements or training purchases from the WIA Eligible Training Providers' List (ETPL).

Z. Labor Organizations

CONTRACTOR will consult with the appropriate labor organizations and/or employer representatives in the design, operation or modification of the programs under this agreement.

No funds under this Contract will be used to assist, promote, or deter union organizing.

AA. Intellectual Property Provisions

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

BB. Facilities

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

CC. Kickbacks

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

DD. Fraud and Program Abuse

CONTRACTOR shall establish and implement appropriate internal program management procedures to prevent fraud, abuse and criminal activity. CONTRACTOR shall notify GSJTA within twenty-four (24) hours of any suspected or proven fraud, abuse or criminal acts involving WIA funds or WIA-funded activities.

EE. Immigration Reform and Control Act of 1986

CONTRACTOR assures that it shall be in compliance with the Immigration Reform and Control Act of 1986, specifically including, but not by way of limitation, the anti-discrimination provisions of Section 102, as well as requirements disqualifying certain legalized aliens from receiving benefits under this Contract for five (5) years from the date they were granted temporary resident status, even if they have been provided status according to Section 245A (amnesty or legalization) and 210A (replenishment workers) of the Immigration and Nationality Act, as amended.

FF. Non-Supplantation of Funds

Federal funds must be used to supplement existing funds and not replace (supplant) non-federal funds which have been appropriated for the same purpose. Grant funds may not be used to pay for program activities that eh recipient is already obligated to pay or has already funded. Grant funds must be used to increase the total amount of funds available to deliver program services. The rules governing supplanting also apply to funds used as match.

Supplanting may be a subject of post-award monitoring and audit. If there is a potential presence of supplanting, the grantee may be required to supply documentation that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

CONTRACTOR agrees to execute and provide to GSJTA a Certification of Non-Supplanting on the forms provided by GSJTA, attached hereto as Exhibit M and incorporated herein by reference.

8. ACCOUNTING AND PROPERTY PROVISIONS

A. Generally Accepted Accounting Principles

CONTRACTOR must establish and continually maintain an adequate accounting system in accordance with generally accepted accounting principles and standards as required by Federal, State and local laws, regulations, and policies. In addition, WIA regulations require that the CONTRACTOR maintain a separate accounting system for all claims submitted under this Contract.

B. Cost Allocation Plan

A Cost Allocation Plan (CAP) will be required to support the distribution of any joint costs attributable to program activities. All costs included in the CAP will be supported by accounting records which will substantiate the propriety of charges. Budget allocations alone are not adequate allocation documentation. CONTRACTOR will retain on file documentation supporting the methodology utilized to determine the reasonableness of allocated costs. Failure to comply may result in no payment, or a partial or reduced payment, until CONTRACTOR is in compliance. In addition, failure to comply may result in contract termination. Alternate allocation methods may be accepted upon approval of the Golden Sierra Administrative entity

C. Program Income

Program Income means income received by CONTRACTOR which has been generated by contract supported activity, or earned as a result of the Contract. For a public or private non-profit entity, all revenues in excess of costs for each separate program are to be treated as program income. These funds shall be retained by CONTRACTOR to underwrite additional training or training related services for GSJTA approved programs. CONTRACTOR will be responsible for tracking contract revenues and expenditures separately for each fund stream in accordance with GSJTA policies and procedures.

D. Stand-In Funds

Allowable WIA costs which are paid using other fund sources may potentially qualify as stand-in costs. CONTRACTOR shall identify, document, and account for uncharged WIA costs. Such stand-in costs shall be reported to GSJTA on a quarterly basis.

E. Property

All property, finished or unfinished documents, data, studies and reports prepared or purchased by CONTRACTOR under this Contract will be disposed of in accordance with GSJTA directions. In addition, any tools and/or equipment furnished by GSJTA or purchased by CONTRACTOR with contract funds, will be used for activities outlined in this Contract and will remain the property of the United States Government, the State of California and/or GSJTA. Upon termination of this Contract, CONTRACTOR will immediately return tools and/or equipment to GSJTA or dispose of them in accordance with GSJTA's directions. CONTRACTOR agrees to maintain all equipment, including equipment supplied by GSJTA, in good working order for the duration of the Contract.

F. Lease of Property or Facility

All new leases of properties must be reviewed and approved by GSJTA prior to execution.

All lease agreements shall incorporate the following provisions. CONTRACTOR shall amend any current lease agreements to incorporate the following provisions:

All leases of property or facilities procured to house a GSJTA WIA program under this Agreement must contain a provision that allows GSJTA, at its sole option, to assume the lease for its remaining term, under the same terms and conditions then in effect, in the event that GSJTA terminates the CONTRACTOR's WIA Agreement or if the CONTRACTOR abandons the lease.

All leases of property or facilities procured to house a Golden Sierra Consortium WIA program under this Agreement must contain a provision that provides that any improvements made to the facility or property by the CONTRACTOR paid for with WIA funds that inure to the benefit of GSJTA, GSJTA may elect, at its sole option, to remove such improvements.

All new leases of property or facilities procured to house a Golden Sierra Consortium WIA program under this Agreement must contain the following provision:

> "Landlord acknowledges that Tenant's funding for this lease is in large part dependant upon receipt of certain state and federal funds by Tenant. Tenant may terminate this lease upon sixty (60) days notice if funds are not budgeted in any fiscal year for the leasehold of these premises."

Tenant (Capital) improvements to facility are not payable from funds provided under this Agreement. All leases must be approved by GSJTA and be on file with GSJTA before the release of cash.

CONTRACTOR shall not sublease, assign, or amend in any manner leases paid for with WIA funds without prior written approval of GSJTA, which shall not be unreasonably withheld.

CONTRACTOR shall advise GSJTA in writing when leasing through an asset management company. Any negotiated fees require prior GSJTA approval after review for reasonable cost.

CONTRACTOR Owned Facility--Depreciation Use Allowance

Reimbursement for the CONTRACTOR owned facilities shall be based upon OMB circulars A-87, A-102 and A-122, which shall remain applicable to WIA contracts unless a City or State directive has been issued that supersedes them.

G. Building Depreciation:

Building depreciation includes the costs of buildings and capital improvements through allowances for depreciation or other equivalent costs. Where the depreciation method is followed, adequate property records must be maintained, and a generally accepted method of computing depreciation shall be used. The computation of depreciation or use allowance must be based on acquisition cost and exclude the cost of land. The computation will exclude the cost of any portion of the building and improvements either donated or otherwise borne directly or indirectly by the State or Federal Government. If actual cost records have not been maintained, a reasonable estimate of the original acquisition cost may be used as the basis for the depreciation or use allowance, subject to GSJTA approval

H. Improvements of Real Property

All improvements of real property paid for with WIA funds require advance, written GSJTA approval.

I. Indirect Costs

Any indirect cost rates must be approved by a cognizant Federal agency.

J. Contract Closeout

CONTRACTOR shall provide GSJTA with a complete closeout package within 30 calendar days after the termination of this Contract. Closeout packages must comply with GSJTA policies and procedures, and must follow the prescribed format. No additional claims for reimbursement will be accepted after submission of the closeout package

9. PROGRAM REPORTS, EVALUATIONS, MONITORING RECORDS AND FISCAL AUDITS

A. Reports

CONTRACTOR shall submit all MIS, performance and other reports required by GSJTA within 15 days, and shall provide access to staff and copies of all records and data necessary to verify or clarify information requested or provided in such reports.

B. Evaluations and Monitoring

GSJTA will conduct ongoing evaluation and monitoring of CONTRACTOR's program. Evaluation and monitoring will include, but may not be limited to, contract compliance and effectiveness of the program contracted for. CONTRACTOR shall adequately monitor its own program and shall establish sufficient internal controls necessary to safeguard against non-compliance, fraud or abuse, and to regularly assess and evaluate program effectiveness.

C. Submission of MIS Documents

CONTRACTOR agrees to submit copies of all participant application, registration/enrollment and exit forms and/or other documents deemed necessary by GSJTA within ten (10) business days of any such action.

D. Submission of Training Materials

CONTRACTOR agrees to submit upon request, copies of training agreements, outlines and materials. CONTRACTOR agrees that training curricula and materials will be considered part of the ongoing assessment, evaluation, inspection, monitoring, and auditing of this Contract and the attainment of contract goals.

E. Record Retention

1) GSJTA will aid Contractor by operating a participant data system (MIS) as prescribed by the state. This assistance will occur until such time that the Contractor is able to effectively operate a participant data system as prescribed by GSJTA and State requirements.

2) CONTRACTOR will retain all records pertinent to this Contract for a period of five years from the date of the final contract payment. If at the end of five years there is litigation or an audit involving those records, CONTRACTOR will retain the records until the resolution of such litigation or audit.

3) CONTRACTOR shall include these Record Retention provisions in all subcontracts issued by it in connection with this Contract, including the requirement that the same be inserted into any lower tier subcontracts.

F. Audit Rights and Requirements

1) CONTRACTOR is responsible for obtaining and financing an independent audit in compliance with Federal and State rules and procedures. All governmental and non-profit organizations must follow the audit requirements of OMB Circular A-133 (29 CFR 97.26 and 29 CFR 95.26).

2) CONTRACTOR shall allow the independent auditor or monitor of GSJTA, and the Employment Development Department (EDD) auditors, investigators, monitors and their representatives at all times during the Contract period and for a period of four years thereafter, to have access to all related records and financial statements and to individuals with knowledge of the records and financial statements as may be necessary to ensure compliance with the WIA statute, regulations, and directives.

3) CONTRACTOR and/or auditors performing monitoring or audits of CONTRACTOR or its subcontractors will immediately report to GSJTA any incidents of fraud, abuse or other criminal activity in relation to this Contract, the WIA or its regulations.

4) CONTRACTOR shall include these Audit Rights and Requirements provisions in all subcontracts issued by it in connection with this Contract, including the requirement that the same be inserted into any lower tier subcontracts.

EXHIBIT B

CONTRACT NO.: K386295-04
Number of Exhibit Pages: 1 through 9 Including Index

STATEMENT OF WORK

INDEX

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   G. Skill Training
      1) Classroom Training
      2) On-the-Job (OJT) Training
      3) Customized Training
   H. Work Experience (WEX)
6. Performance Expectations
7. One-Stop Principles

1. COUNTIES

Services will be delivered within the following counties.

☒ El Dorado ☐ Alpine ☐ Placer

2. PROGRAMS

CONTRACTOR is subject to State, Federal and GSJTA rules, policies and procedures for the following program(s). Multiple boxes may be checked.

☒ WIA Title I-B Adult
☐ WIA Title I-B Youth
☐ WIA Title I-B Dislocated Workers
☐ WIA Title I-B Rapid Response
☐ Business Services

3. ONE-STOP CENTERS

CONTRACTOR must operate at least one comprehensive one-stop center that provides a full range of services throughout a given county as defined by WIA to allow for services to the targeted population identified in Exhibit N. The center must offer core, intensive and training services. The center must: (1) operate all twelve months of the year; (2) must be open at least eight hours per day, Monday through Friday exclusive of holidays; and (3) must include all fund streams covered by this Contract.

CONTRACTOR must also comply with the "One-Stop Principles" which is included in this Statement of work.

CONTRACTOR must establish written resource sharing agreements (RSAs) with other partners operating in El Dorado County in accordance with WIA requirements.

4. PROGRAM DESIGN

A. Adults

Providers must offer access to a continuum of services for adults from the targeted population identified in Exhibit N. The services are organized into three levels: core, intensive and training.

1) Core Services

All adults (age 18 and over) have access to core employment-related information and self-service tools without restrictions or additional eligibility requirements, assuming sufficient funds are available. These types of services include:

- Assistance for establishing eligibility
- Outreach, intake and may include worker profiling
- Initial assessment of skill levels, aptitudes, abilities, and support service needs
- Job search and placement assistance and may include career counseling
- Local labor market information, including open job orders and listings, and the information to contact employers
- Performance and program cost information on eligible training providers
- Information on One-Stop operator performance
- Information on supportive services
- Information on filing for Unemployment Insurance
- Assistance in establishing eligibility for welfare to work activities, financial aid assistance for training and education programs available in the local area (not funded under WIA)
- Follow-Up Services, including counseling, after they have entered employment

2) Intensive Services

Intensive services are provided when a determination is made that unemployed individuals would be unable to obtain employment after receiving core services, or when employed individuals are determined to be in need of these intensive services to obtain or retain employment that allows for self-sufficiency. These may include:

- Comprehensive and specialized assessment, including diagnostic testing and interviewing
- Development of Individual Service Strategy
- Group Counseling
- Individual Counseling & Career Planning
- Case Management
- Short-Term Pre-vocational Services
- Support Services
- Work Experience

3) Training Services

Training services are only available after a determination that the individual is unable to obtain or retain employment that leads to self-sufficiency through intensive services. These may include:

- Occupational Skills Training
- On-the-Job Training
- Workplace Training and Cooperative Education Programs
- Private Sector Training Programs
- Skill Upgrading and Retraining
- Entrepreneurial Training
- Job/Work Readiness Training
- Adult Education and literacy activities in combination with training
- Customized Training

B. Registration/Enrollment

Adults who are primarily seeking information and do not seek direct, one-on-one staff assistance, do not need to be registered. However, when an individual seeks more than minimal assistance from staff in taking the next steps toward self-sufficient employment, then eligibility must be determined and the individual is enrolled at that point.

Registration/enrollment is also the point at which information that is used in performance measurement begins to be collected. Enrollments must occur using designated DEI grant codes and be co-enrolled whenever possible as outlined in Exhibit N.

C. Individual Training Accounts (ITAs) and Eligible Training Provider List (ETPL)

Adults who have been determined in need of training may access training with an ITA from an approved provider listed on the ETPL. Applications from training providers must be submitted to GSJTA and approved by the WIB prior to placing a participant at a training vendor. ITAs at a minimum will be used to pay for tuition to training providers for occupational and vocational skill training that leads to an identifiable occupation. ITAs may include payments for additional services such as, books, transportation, childcare and other supportive services determined by the WIB. CONTRACTOR must follow GSJTA's local policy(s) governing ITAs and ETPLs.

5. PROGRAM REQUIREMENTS

A. Individual Service Strategy

The Individual Service Strategy (ISS) is an ongoing strategy jointly developed by the participant and the case manager that identifies the participant's employment goals, the appropriate achievement objectives, and the appropriate combination of services for the participant to achieve the employment goals.

The ISS shall be reviewed monthly to evaluate the progress of each participant in meeting the objectives of the service strategy including an evaluation of the participant's progress in acquiring skills and the adequacy of supportive services provided.

B. Case Management

Case management is a client centered approach to the delivery of services designed to prepare and coordinate comprehensive employment plans, such as service strategies, for participants to ensure access to necessary workforce investment activities and supportive services, using where feasible, computer-based technologies; and to provide job and career counseling during program participation and after job placement. Case management efforts will be documented at least once a month. CONTRACTOR agrees to ensure that CONTRACTOR and all subcontractors will maintain individual client case files, if applicable, and make these files available to and open for inspection by appropriate GSJTA, EDD, and federal DOL representatives.

C. Supportive Services

Supportive services may only be provided to individuals who are participating in core, intensive or training services and unable to obtain supportive services through other programs providing such services. Supportive services may only be provided when they are necessary to participate in WIA activities

Supportive services shall be reasonable and necessary for the individual to complete training and to obtain/retain permanent employment. Supportive services include but are not limited to: 1) transportation; 2) health care; 4) drug and alcohol abuse counseling and referral; 5) individual and family counseling; 6) special services and materials for individuals with disabilities; 7) job coaches; 8) child care and dependent care; 9) meals; 10) temporary shelter; and 11) financial counseling.

All supportive service payments will be CONTRACTOR's responsibility.

D. Pell and Other Education Grants

CONTRACTOR shall notify GSJTA in writing of the amounts and disposition of Higher Education Act (HEA) Title IV awards (Pell grants) and other types of financial aid to each WIA customer pursuant to WIA §134(d)(4), 20 CFR S663.320.

For WIA agreements where Pell Grants or other HEA awards are involved, CONTRACTOR shall document in the IEP its determination with the educational institution of the customer's training-related financial assistance needs and the proper mix of WIA and Pell Grant funds, since a Pell grant may be used for applicable living expenses as well as for tuition, fees, and books.

All WIA customers awarded a Pell grant shall execute an agreement on a form to be provided by GSJTA with the CONTRACTOR, which indicates the portion of the HEA grant to be applied to the cost of tuition, fees and books. This information shall be verified during program monitoring. A copy of this agreement shall be maintained in the customer's file. Customers shall not be required to apply for Pell Grants as a condition of participating in a WIA program.

A WIA customer may enroll in WIA-funded training while his/her application for a Pell Grant is pending, as long as CONTRACTOR has made arrangements with the training provider and the WIA customer regarding allocation of the Pell Grant, if it is subsequently awarded. In that case, the training provider must reimburse the contract or the WIA funds used to underwrite the training for the amount the Pell Grant covers. Reimbursement is not required from the portion of the Pell Grant assistance disbursed to the WIA customer for education-related expenses.

E. Non-Traditional Employment

Providers must offer non-traditional training, placement and job retention activities for women. Non-traditional employment is defined as:

"Occupations or field of work where individuals from one gender comprise less than 25 percent of the individuals employed in such occupation or field of work."

F. Follow-Up Services and Program Quality Evaluation

- The follow-up process shall ensure that participants continue in long-term, self-sufficient, unsubsidized employment.
- Follow-up should:
  - Offer continued placement or re-placement services, if necessary
  - Intervene as necessary to resolve potential or actual problems between the participant and the employer
  - Occur at least quarterly for the first twelve months after exit
  - Provide regular follow-up interviews.

The follow-up process will be used to evaluate and improve program quality. The data collected during the follow-up interviews will be used to assess the worth of WIA services and their effect upon the participant's ability to obtain and retain unsubsidized employment. A program's success will be evaluated from the time an individual attends the program information meeting until the follow-up process ends.

Follow-up interviews will also be used to measure 1) return on investment, 2) participant satisfaction with the services provided, and 3) employer satisfaction. The results will be used to determine whether and to what extent contracts are extended or continued from year to year.

G. Skill Training

All One-Stop Centers must offer classroom training, Work Experience (WEX) and On-the-Job (OJT) training and may offer customized training.

The best occupational skills training design integrates work, classroom training, and basic skills. What is taught in class is used on the job as soon as possible. Consider including both work and classroom training components in the program design, with as much emphasis on open entrance/open exit learning and concurrent activities as possible. Training should be flexible enough to respond to assessed trainee and labor market needs.

1) Classroom Training may be provided by CONTRACTOR or through other educational agencies. Classroom training provides instruction in vocational skills and may be coupled with work readiness and or basic skills instruction.

2) OJT is training by an employer that is provided to a paid participant while engaged in productive work in a job that:

   - Provides knowledge of skills essential to the full and adequate performance of the job
   - Provides reimbursement to the employer of up to 50% of the wage rate of the participant, for the extraordinary costs of providing the training and additional supervision related to the training and
   - Is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.
   - CONTRACTOR must not contract with an employer who has exhibited a pattern of failing to provide OJT participants with continued long-term employment with wages, benefits and working conditions that are equal to those provided to regular employees who have worked a similar length of time and are doing the same type of work.

3) Customized Training is training that is designed to meet the special requirements of an employer to employ, or in the case of an incumbent worker, continue to employ, an individual on successful completion of the training and for which the employer pays for not less than 50 percent of the cost of the training.

H. Work Experience (WEX)

WEX is a short-term or part-time work assignment at a public, private non-profit or private for profit work site to develop good work habits and acquaint the participant with basic work skills. There must be a job description and brief training outline for each work site. Participants in the activity must be paid at the same rate as similarly situated employees or trainees, but in no event less than the minimum wage. CONTRACTOR, or its GSJTA approved subcontractor will be responsible for the development of work sites, attendance documentation and payroll distribution. Providers should include the total amount of wage and benefit costs necessary for this activity in their budgets.

Providers must evaluate each participant's progress at least once during the training period. CONTRACTOR will utilize GSJTA's appropriate "report of visit" form.

6. PERFORMANCE EXPECTATIONS

Performance Goals	Total
1. Total number of individuals with disabilities to be served	40
2. Total number receiving core and intensive services	30
3. Total number receiving training	20
4. Total number receiving a recognized certificate/diploma/degree	12
5. Total number entering unsubsidized employment	14
6. Average hourly wage rate expected	12.00
7. Retention Rate (6 months)	11
8. Number of individuals that will be co-enrolled in WIA	20
9. Number of individuals that will be co-enrolled in other programs such as TANF, VR, ENs etc.	13

The following performance applies to WIA co-enrolled clients and oversight will occur under contract K386295-01:

GSJTA is required to meet or exceed performance standards in order to receive continued funding. This requirement is passed on to all Operators and is a primary measurement of success and eligibility for continued funding. An explanation of the current WIA common measures are contained in Department of Labor (DOL) TEGL 17-05. These performance expectations will include meeting or exceeding the common measures when introduced in Program Year 2012-2013, and 2013-2014. In addition, CONTRACTOR must meet or exceed performance measures and numbers as proposed in the El Dorado County Consortium Operator Plan and accepted by the WIB. Continuous improvement is a guiding principle of WIA and shall be defined in modifications to this Contract including specific numbers regarding performance measurement. See Exhibit D.

- CONTRACTOR and all subcontractors and collaborators shall comply with all procedures for customer satisfaction surveys of customers and businesses, as delineated in WIB/GSJTA policy, and any amendments thereto as they are developed.
- CONTRACTOR shall develop a system of customer comments for continuous improvement of customer services received from the CONTRACTOR, collaborators, and subcontractors. System shall incorporate customer advisory groups and surveys.
- CONTRACTOR shall designate a CQI team comprised of One-Stop Center and collaborator staff (Partner's) to coordinate and implement a program of continuous quality improvement, and provide information on this process as requested by GSJTA.

WIA Title I-B Adult Program

State and GSJTA Performance Standards

- Entered Employment Rate
- Employment Retention Rate
- Average Earnings

7. <u>ONE-STOP PRINCIPLES</u>

Providers are responsible and accountable to GSJTA for the following One-Stop principles:

- Customer Access: The One-Stop must provide a threshold level of service to all job, education and training seekers and employers. Client access to these services should be available through multiple entry points – both physical and electronic.
- Mandatory Partners: At a minimum, the One-Stop must include the programs and activities as outlined in Section 121 of the WIA.
- At least one One-Stop Career center operated by CONTRACTOR must be operated as a "Comprehensive" service center.
- Core Services: Specified core services must be available for both employers and job, education and training seekers. Other services may be included based on local needs. All services should be customer-focused, convenient and easy for customers to access and use. There should be an emphasis on self-service and group activities for most clients, realizing that individual staff assistance will be required for some customers.
- Customer Choice: Clients will be provided sufficient information to enable them to exercise an informed choice in regard to services they wish to pursue and how those services will be delivered.
- Service Integration: Services and information must be integrated. A One-Stop should not simply be a collocation of partners. A plan should be in place which identifies processes and procedures which promote integration (e.g., staff cross-training, common forms/practices, shared case management).
- Community Support: The plan must have the support of local elected officials.
- Complaint Procedures - CONTRACTOR shall adopt GSJTA WIA Complaint Procedures. CONTRACTOR shall designate an Equal Opportunity (EO)/Complaints staff person who will be responsible for administering the CONTRACTOR's complaint procedures and ensuring all EO/nondiscrimination provisions required under 29 CFR, Part 37. CONTRACTOR shall be responsible for adhering to all time frames noted in the complaint procedure. Failure to do so will, in and of itself, constitute a grievable issue.
- CONTRACTOR shall obtain a copy of all subcontractors' complaint procedures, which must meet the requirements of GSJTA's WIA complaint process. Subcontractors that do not have their own complaint procedures may adopt GSJTA's complaint procedures. It is the responsibility of the CONTRACTOR to ensure that such procedures are in place and to require that its subcontractors follow the procedures.
- CONTRACTOR shall require that it be notified within 24 hours of receipt of all WIA complaints that have been filed with a collaborator/subcontractor, eligible training provider, and customized training, On-the-Job Training and Work site training contractors. CONTRACTOR shall be responsible for Level One review and processing of complaints pursuant to the requirements of GSJTA Complaint Procedures. It is the responsibility of the CONTRACTOR to ensure that all collaborators have complaint procedures in place and monitor such procedures to ensure that they are followed by the collaborators and subcontractors.

- CONTRACTOR shall be responsible for compiling and maintaining a log of all complaints filed against them, their collaborators, and their subcontractors, and shall provide those log records upon request by GSJTA. CONTRACTOR is required to maintain, in the complainant's file and in a central log, copies of all correspondence relating to complaints that have been resolved at the CONTRACTOR level including the disposition or settlement of the complaint and the terms of that settlement.
- CONTRACTOR shall be responsible for notifying GSJTA, EO/Compliance Unit within 24 hours of receipt of any complaint including allegation of discrimination and/or sexual harassment.
- Universal access – All One-Stop career centers operated under this agreement will follow WIA accepted policies and procedures as they relate to serving persons with disabilities.
- All Facilities shall have TTY-TDD line access and be in compliance with the Americans with Disabilities Act (ADA) 42 USC 12101 *et seq.* and all applicable regulations, the California Building Standards Code (Title 24) and City Directive 02-37.
- Identifiable: The physical One-Stop may have an identifying name which is distinctive to the partnership as a whole, but must identify each respective partner. The WIB intends to establish a regional brand for all One-Stop Centers (full service) and satellites. CONTRACTOR is responsible for fully implementing WIB policy(s) concerning branding including relation and size of any identifying names relative to the WIB adopted brand name for all One-Stop Centers. Any and all published marketing materials developed by the Contractor or its sub-contractors for any provision of services funded under this contract shall include identification of the Golden Sierra Workforce Investment Board as the funding agent in whole or in part for the marketed activities.
- Signage: Any and all signage at a One-Stop Center and/or satellite shall conform to WIB marketing and branding policy(s)/ guidelines as they are developed
- Performance Driven: The One-Stop must be committed to meeting outcome measures and quality assurance requirements as defined in this agreement.
- Electronic Infrastructure: It is the intention of the WIB to develop a policy outlining an integrated electronic infrastructure, which all providers will be required to follow for the sharing of information, data, job leads, job seekers and any other information which supports a system-wide approach to delivering services to businesses and job seekers. Who will purchase any new equipment required?

At all times, the One-Stop must provide an electronic infrastructure to ensure that their customers will have easy access to various types of high quality information. The provision of core, intensive and training services should be technology-based whenever possible. The electronic infrastructure should focus on the following:

1) An open systems architecture;
2) Increasing connectivity between partners at the local level and the state;
3) Increasing the hardware/software capacity at the local level
4) Developing local applications when those applications are unique to the individual One-Stop; and
5) Collaborating with state entities in application development where products have statewide application.

EXHIBIT C

CONTRACT NO.: K386295-04

Number of Exhibit Pages: 1 through 2

BUDGET

Line Item	*Budget*
	Adult CFDA 17.258
Staff Salaries & Benefits	**$96,643**
• Staff Salaries-Program • Staff Benefits-Program	
Indirect-Program	**$0**
• Advertising (Brochures, etc) • Communications – Telephone • Equipment – Computers • Equipment – non computer • Employee Training • Fixed Assets (over $5,000) • Indirect Costs – A-87 costs* • Maintenance Bldgs & Improvements • Maintenance - Janitorial • Membership/Publications • Office Supplies • Rents/Leases • Travel/Mileage • Utilities	
Direct-Program / Other	**$0**
• Client Supportive Services • Subcontracted Services • WEX Wages • WEX Benefits	
Direct-Program / Training	**$**
• Direct Training Contracts	
TOTALS	**$96,643**

Funding: K282473; CFDA: 17.258

1. PROGRAM COST LIMITS

The Total Budget limits on program costs may not be exceeded. Line item changes within each funding source may be made upon approval from GSJTA if within established ratios of indirect to direct costs as mutually agreed upon by the parties.

2. PROFIT

Profit is only available for commercial, for-profit organizations. The amount of profit is negotiated and tied to performance.

3. LOW EXPENDITURE RATES

Cumulative total expenditures will be evaluated on a quarterly basis.

If cumulative total expenditures at the end of a quarter falls below the following rates, CONTRACTOR agrees that one-stop operator reimbursements will be prorated at the total expenditure rate until the next quarter's required expenditure level has been obtained. At that time, withheld one-stop operator funds will be reimbursed.

Quarter Ending	Required Expenditure Level
December 31, 2012	20%
March 31, 2013	40%
June 30, 2013	60%
September 30, 2013	80%
December 31, 2013	85%
March 31, 2014	90%
June 30, 2014	95%
August 31, 2014	100%

CONTRACTOR agrees to provide a detailed corrective action plan prior to full reimbursement of one-stop operator funds if cumulative total expenditures fall below 20% at the completion of the first quarter.

Additionally, CONTRACTOR agrees that if cumulative total expenditures are less than 100% of the total funds available at the completion of the last quarter (August 31, 2014), remaining unspent funds will be subject to recapture and redistribution to other providers.

Exhibit D

El Dorado Consortium Performance Measures

	2010-2011 Local – Actual	2011-2012 Local – Actual	2012-2013 Est.* (based on 11/12)
ADULTS			
Entered Employment Rate	70.5%	70.5%	70.5%
Employment Retention Rate	80%	80%	80%
Average Earnings	$15,000	$15,000	$15,000

All performance will be based on actual local negotiated levels once available.

EXHIBIT E

INTELLECTUAL PROPERTY PROVISIONS

1. FEDERAL FUNDING

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

2. OWNERSHIP

(a) Except where Golden Sierra Job Training Agency has agreed in signed writing to accept a license, Golden Sierra shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from or reduced to practice by CONTRACTOR or Golden Sierra which result directly or indirectly from this Agreement.

(b) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents (whether or not issued), copyrights, trademarks, service arks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by Golden Sierra, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, county or jurisdiction.

1) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, education materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purpose of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

(c) In the performance of this Agreement, CONTRACTOR may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, CONTRACTOR may access and utilize certain of Golden Sierra's Intellectual Property in existence prior to the effective date of this Sub-grant. Except as otherwise set forth herein, CONTRACTOR shall not use any of Golden Sierra's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of Golden Sierra. Except as otherwise set forth herein, neither the CONTRACTOR nor Golden Sierra shall give any ownership interest in or rights to its Intellectual Property to the other Party. If during the term of this Agreement, CONTRACTOR accesses any third-party Intellectual Property that is licensed to Golden Sierra, CONTRACTOR agrees to abide by all license and confidentiality restrictions applicable to Golden Sierra in the third-party's license agreement.

(d) CONTRACTOR agrees to cooperate with Golden Sierra in establishing or maintaining Golden Sierra's exclusive rights in the Intellectual Property, and in assuring Golden Sierra's sole rights against third parties with respect to the Intellectual Property. If the CONTRACTOR enters in any agreements or subcontracts with other parties in order to perform this Agreement, CONTRACTOR shall require the terms of the agreement(s) to include all Intellectual Property provisions of **paragraphs one through nine**. Such terms must include, but are not limited to, the CONTRACTOR assigning and agreeing to assign to Golden Sierra all rights, title and interest in Intellectual Property made, conceived derived from, or reduced to practice by the CONTRACTOR or Golden Sierra and which result directly or indirectly from this Agreement or any contract.

(e) CONTRACTOR further agrees to assist and cooperate with Golden Sierra in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce Golden Sierra's Intellectual Property rights and interests.

3. RETAINED RIGHTS/LICENSE RIGHTS

(a) Except for Intellectual Property made, conceived, derived from or reduced to practice by CONTRACTOR or Golden Sierra and which result directly or indirectly from this Agreement, CONTRACTOR shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. CONTRACTOR hereby grants to Golden Sierra, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute and dispose of CONTRACTOR's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Sub-grant, unless CONTRACTOR assigns all rights, titles and interest in the Intellectual Property as set forth herein.

(b) Nothing in this provision shall restrict, limit, or otherwise prevent CONTRACTOR from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Sub-grant, provided that CONTRACTOR's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of Golden Sierra or third party, or result in a breach or default of any provisions of **paragraph one through nine** or result in a breach of any provisions of law relating to confidentiality.

4. COPYRIGHT

(a) CONTRACTOR agrees that for purposes of copyright law, all works (as defined in Ownership, Section 2, paragraph (b)1.)) of authorship made by or on behalf of CONTRACTOR in connection with CONTRACTOR's performance of this Agreement shall be deemed "works made for hire." CONTRACTOR further agrees that the work of each person utilized by CONTRACTOR in connection with the performance of this Agreement will be "work made for hire," whether that person is an employee of CONTRACTOR or that person has entered into an agreement with CONTRACTOR to perform the work. CONTRACTOR shall enter into a written agreement with any such person that: (I) all work performed for CONTRACTOR shall be deemed a "work made for hire" under the Copyright Act and (II) that person shall assign all right, title and interest to Golden Sierra to any work product made, conceived, derived from, or reduced to practice by CONTRACTOR and which result directly or indirectly from this Agreement.

(b) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from or reduced to practice by CONTRACTOR or Golden Sierra and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from Golden Sierra.

5. PATENT RIGHTS

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

6. THIRD-PARTY INTELLECTUAL PROPERTY

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

7. WARRANTIES

(a) CONTRACTOR represents and warrants that:

1) It has and will secure all rights and licenses necessary for its performance of this Agreement.

2) Neither CONTRACTOR's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by CONTRACTOR.

3) Neither CONTRACTOR's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

4) It has secured and will secure all rights and licenses necessary for Intellectual Property including, not limited to, consents, waivers or releases from all authors.

5) Of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

6) It has not granted and shall not grant to any person or entity and right that would or might derogate, encumber, or interfere with any of the rights granted to Golden Sierra in this Agreement.

7) It has appropriate systems and controls in place to ensure that WIA funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

8) It has no knowledge of any outstanding claims, licenses or other charges liens, or encumbrances of any kind or nature whatsoever that could affect in any way CONTRACTOR's performance of this Agreement.

(b) GOLDEN SIERRA MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

8. INTELLECTUAL PROPERTY INDEMNITY

(a) CONTRACTOR shall indemnity, defend and hold harmless Golden Sierra and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities my be subject, whether or not CONTRACTOR is a party to any pending or threatened litigation, which arise out of or are related to (i)the incorrectness or breach of any of the representations, warranties, covenants or agreements of CONTRACTOR pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of Golden Sierra's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or Golden Sierra and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the date of this Sub-grant. Golden Sierra reserves the right to participate in and/or control, at CONTRACTOR's expense, any such infringement action brought against Golden Sierra.

(b) Should any Intellectual Property licensed by the CONTRACTOR to Golden Sierra under this Agreement become the subject of an Intellectual Property infringement claim, CONTRACTOR will exercise its authority reasonable and in good faith to preserve Golden Sierra's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to Golden Sierra. Golden Sierra shall have the right to monitor and appear through its own counsel (at CONTRACTOR's expense) in any such claim or action. In the defense or settlement of the claim, CONTRACTOR may obtain the right for Golden Sierra to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, Golden Sierra may be entitled to a refund of all monies paid under this Agreement, without restrictions or limitation of any other rights and remedies available at law or in equity.

(c) CONTRACTOR agrees that damages alone would be inadequate to compensate Golden Sierra for breach of any term of this Intellectual Property provisions of **paragraphs one through nine** by CONTRACTOR. CONTRACTOR acknowledges Golden Sierra would suffer irreparable harm in the event of such breach and agrees Golden Sierra shall be entitled to obtain equitable relief, without restriction or limitation of any other rights and remedies available at law or in equity.

9. SURVIVAL

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

EXHIBIT F

INSURANCE REQUIREMENTS

1. INSURANCE

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

A. Workers' Compensation and Employer's Liability Insurance

1) Workers' Compensation Insurance shall be provided, as required, by any applicable law or regulation. Employer's Liability Insurance shall be provided in amounts not less than five hundred thousand dollars ($500,000) each accident for bodily injury by accident, five hundred thousand dollars ($500,000) policy limit for bodily injury by disease, and five hundred thousand dollars ($500,000) each employee for bodily injury by disease.

2) If there is an exposure of injury to CONTRACTOR employees under the U. S. Longshoremen and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

3) Each Workers' Compensation policy shall be endorsed with the following specific language:

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

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

B. General Liability Insurance

1) Comprehensive General Liability or Commercial General Liability insurance shall be provided covering all operations by, or on behalf of CONTRACTOR, covering bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement.

2) One of the following forms is required:

a) Comprehensive General Liability;

b) Commercial General Liability (Occurrence); or

c) Commercial General Liability (Claims Made).

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

a) One million dollars ($1,000,000) each occurrence;

b) One million dollars ($1,000,000) aggregate;

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

a) The limits of liability shall not be less than:

i) One million dollars ($1,000,000) each occurrence (combined single limit for bodily injury and property damage);

ii) One million dollars ($1,000,000) for Products-Completed Operations;

iii) One million dollars ($1,000,000) General Aggregate.

b) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately to this contract, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars ($2,000,000).

5) Special Claims Made Policy From Provisions:

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

a) The limits of liability shall not be less than:

i) One million dollars ($1,000,000) each occurrence (combined single limit for bodily injury and property damage);

ii) One million dollars ($1,000,000) aggregate for Products-Completed Operations;

iii) One million dollars ($1,000,000) General Aggregate.

b) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

C. Endorsements

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

1) "The Governing Body of Golden Sierra Job Training Agency, its officers, agents, employees and volunteers, are to be covered as additional insured for all liability arising out of operations, or on behalf of, the named insured in the performance of this Agreement."

2) "The insurance provided by the CONTRACTOR, including any excess liability or umbrella form coverage, is primary coverage to Golden Sierra with respect to any insurance or self-insurance programs maintained by the Agency, and no insurance held or owned by the Agency shall be called upon to contribute to a loss."

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

D. Automobile Liability Insurance

1) Automobile Liability insurance shall be provided covering bodily injury and property damage in an amount no less than one million dollars ($1,000,000) combined single limit for each occurrence.

2) Covered vehicles should include owned, non-owned, and hired automobiles/trucks.

2. INDEMNITY

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

EXHIBIT G

DEBT COLLECTION PROCEDURES

Effective 7/1/02

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

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

Golden Sierra Job Training Agency's Liability

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

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

CONTRACTOR Liability

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

1. Golden Sierra will normally follow a three-stage process to establish that a debt exists.

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

2. After the time allowed for appeals has lapsed or after a decision that established a debt is rendered following an appeal, a written notification will be issued to the CONTRACTOR by Golden Sierra establishing a final debt. The notice will include:

   a. An invoice issued by Golden Sierra;
   b. Notification of the date the debt will be considered delinquent;
   c. Possible sanctions if the debt is not repaid (including being barred from further finding pursuant to CUIC Section 15061 (b);
   d. The rate at which interest will be charged, if applicable; and
   e. Options available, if any, for repayment.

3. A 30- and 60- day notice will be sent to the CONTRACTOR if payment has not been received or a satisfactory alternative repayment plan has not been negotiated.

4. When a debt is still outstanding after 90 days, a determination on a course of action will be made by Golden Sierra, or the appropriate committee, to use another method or collection. In making this determination, the following factors will be considered:

   a. The amount of the debt;
   b. Cost of further debt collection;
   c. The amount collected to date; and
   d. The probable success of pursuing further action to collect the debt.

5. Cash is the required method of repayment where there is a misexpenditure of funds due to willful disregard of the requirements of the Act, gross negligence, incidents of fraud, malfeasance, misapplication of funds, illegal acts or irregularities or failure to observe accepted standards of administration under WIA Section 184.

   a. Generally <u>cash payments</u> will be made in a lump sum in accordance with the policies and procedures described in WIA Directive D01-5 within 30 calendar days of the date on which the debt was established as final.

   b. <u>Cash installment repayments</u> may be used as a rare, last resort instance when debt collection efforts are impeded by an inability to pay the full debt amount in a lump sum.

      i. Installment repayment agreements will usually be of short duration, from three to 12 months, with a maximum of 36 months (the duration is to be negotiated based on size of the debt and the debtor's ability to pay).

      ii. Installment repayment agreements must be approved by WIA's Compliance Resolution Division (CRD). Requests must include documentary evidence of the debtor's current financial position and a certified statement by the debtor's chief executive officer describing:

         1) All efforts to acquire sufficient non-federal funds to liquidate the debt; and

         2) The proposed repayment plan, including the amount, schedule and source of payments.

      The proposed repayment agreement must include a provision rendering the agreement null and void and the balance due and immediately payable 30 calendar days after a missed scheduled payment.

iii. Make checks submitted as cash repayments payable to EDD and send them, within ten-calendar days of receipt by the LWIA to:

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

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

c. Adjustment in Payment: Under this method an agreement may be entered into with the CONTRACTOR whereby the grant is reduced by the amount of the debt while the program is maintained at an undiminished cost level supported by nonfederal contributions.

d. Withholding: This repayment method will involve Golden Sierra withholding amounts owed the CONTRACTOR for past services of other considerations already provided in satisfaction of the debt owed.

e. Stand-in costs: The CONTRACTOR must identify allowable costs associated with the contract during the contract period, but not charged to the contract and substitute those costs for the disallowed costs, thus erasing the debt. Such costs are subject to audit. Documentation must be maintained when such agreements are made.

f. Services in Lieu of Cash: This method involves a repayment agreement with the contractor whereby additional contractor services, above those originally agreed to with Golden Sierra, paid through nonfederal funds are negotiated. When it becomes clear that a CONTRACTOR cannot repay through any other repayment method, an agreement of this nature may be negotiated. This method requires a written agreement signed by both parties with conditions regarding the type of funds to be used, documentation subject to audit, a description of the services rendered, and a time limitations.

6. An accounts receivable will be set up on Golden Sierra's General Ledger with manual controls in the Fiscal Department to account for all debt collection cases and accomplishments related thereto. (This record must be maintained permanently and available for State and Federal review).

7. When there is a misexpenditure of funds, copies of local final audit determinations must be provided to CRD. These copies must be provided regardless of the final determination with respect to the suspected or apparent fraud, mismanagement, or abuse. The EDD may then either concur with the local audit determination or initiate its own determination process, which will supersede the local determination.
8. As soon as it becomes apparent to Golden Sierra that the CONTRACTOR cannot or will not repay a debt, within a reasonable amount of time, Golden Sierra will begin negotiations with the grantor agency (WID/DOL) for a waiver of Golden Sierra's liability from the debt. The waiver of Golden Sierra's liability to the Grantor Agency will not necessarily lead to a waiver for the CONTRACTOR's liability to Golden Sierra.

9. The following sanctions include a range of options available to Golden Sierra for minimizing the occurrence and/or repetition of questioned or disallowed costs or debts with a CONTRACTOR:

   a. Failure by the CONTRACTOR to appropriately respond to a notice or questioned or disallowed costs, or a notice of debt may result in contract termination and/or withholding of funds.

b. In emergency situations, if Golden Sierra determines it necessary to protect the integrity of the funds or to ensure the proper operations of the program, Golden Sierra may immediately terminate or suspend financial assistance, in whole or in part if the CONTRACTOR is given prompt notice and the opportunity for a subsequent hearing by Golden Sierra, within 30 days after such termination or suspension.
c. Sanctions may include specific reporting requirements, increased service levels, reduced costs per client, or more stringent performance requirements, and/or the development and implementation of specific policies and procedures by the CONTRACTOR as a condition of contract continuations.
d. Golden Sierra may pursue litigation to recapture disallowed costs or debts incurred by the CONTRACTOR.

10. Protests and Appeals-

a. Questioned Costs - The CONTRACTORs must appeal the questioned cost to Golden Sierra in the time allotted in the notice of Questioned Costs. If the CONTRACTOR is dissatisfied with the outcome of a verbal appeal, he/she may put their appeal in writing, specifying the costs questioned by Golden Sierra, and the CONTRACTOR's reasons for disagreement, including relevant documentation to support the CONTRACTOR's contentions.

b. Disallowed Costs - If Golden Sierra denies the CONTRACTOR's appeal, Golden Sierra will notify the CONTRACTOR, in writing, specifying the reasons why, including relevant documentation to support Golden Sierra's contentions. The notice will also specify sanctions that may be imposed and the CONTRACTOR's right to appeal, in writing, within 30 days of receipt of the notice to Golden Sierra.

c. Debts - Once a debt has been established, Golden Sierra will notify the CONTRACTOR, in writing, of the amount due, the repayment method, time frames for repayment, and sanctions that have or may be imposed. The CONTRACTOR may appeal any or all of these criteria to Golden Sierra. The appeal must be submitted to Golden Sierra within 30 days of the CONTRACTOR's receipt of initial notice of debt, contain specific objections and alternatives proposed by the CONTRACTOR, and relevant supporting documentation.

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

EXHIBIT H

ASSURANCES AND CERTIFICATIONS

I. GENERAL ASSURANCES

A. CONTRACTOR assures that it will fully comply with the requirements of the Workforce Investment Act (WIA) and any state statues implementing the WIA (State Statutes), or as those laws may be amended, all federal and state regulations issued pursuant to those Acts, the Governor's policies and procedures issued pursuant to WIA and State Statutes.

B. CONTRACTOR, in operating a program funded under the WIA, assures that: (1) it will administer such program in full compliance with safeguards against fraud and abuse as set forth in WIA and the regulations promulgated thereunder; and (2) no portion of its WIA program will in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any individual on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIA Title I financially-assisted program or activity.

C. Every reasonable course of action will be taken by CONTRACTOR in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism, questionable or improper conduct. This contract will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. CONTRACTOR, its officers, directors, executive staff and employees, in administering the contract, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or desire for personal gain.

D. Officers, directors, executives and employees of CONTRACTOR will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this contract, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for CONTRACTOR to conduct business with a friend or associate of an officer, director, executive or employee of CONTRACTOR, an elected official in the area or a member of the Workforce Investment Board, a permanent record of the transaction shall be retained.

E. As a condition to the award of financial assistance under WIA from the Department of Labor, CONTRACTOR assures, with respect to operation of the WIA-funded program or activity and all agreements or arrangements to carry out the WIA-funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Investment Act of 1998 (WIA), as amended including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 29 CFR Part 37. The United States has the right to seek judicial enforcement of this assurance.

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

Equal Opportunity is the Law

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

- ✓ Against any individual in the United States, on the basis of race, color, religion, sec, national origin, age, disability, political affiliation or belief; and

- ✓ Against any beneficiary of programs financially assisted under Title 1 of the Workforce Investment Act of 1998 (WIA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIA Title I financially-assisted program or activity.

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

What to Do if You Believe You Have Experienced Discrimination

If you think that you have been subjected to discrimination under a WIA Title I financially-assisted program or activity, you may file a complaint within 1870 days fro the date of the alleged violation with either the recipient's Equal Opportunity Officer (or the person whom the recipient has designated for this purpose), or the Director, Civil Rights Center (CRC), U.S. Department of Labor, 200 Constitution Avenue N.W., Room N-4125, Washington, DC 20210. If you file your complaint with the recipient, you must wait either until the recipie4ent issues a written Notice of Final Action or until 90 days have passed (whichever is sooner), before filing with the CRC (see address above). If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you do not have to wait for the recipient to issue that notice before filing a complaint with CRC. However, you must file your CRC complaint within 30 days of the 90 day deadline (in other words, within 120 days after the day on which you filed your complaint with the recipient). If the recipient does give you a written Notice of Final Action on your complaint but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.

II. ADDITIONAL ASSURANCES

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

A. If CONTRACTOR is a corporation it is registered with the Secretary of State of the State of California.

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

C. It will comply with Title VII of the Civil Rights Act of 1964, as amended, and the California Fair Employment and Housing Act (FEHA), (Government Code §§12900 et seq.), as amended, which provide that no person shall, on the ground of race, color, sex, age, religion, national origin, ancestry, physical disability, medical condition or marital status, be excluded from participation, in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity or which CONTRACTOR receives federal or state financial assistance.

D. It will comply with Title VII of the Civil Rights Act of 1964, as amended, and the California Fair Employment and Housing Act (FEHA), as amended, prohibiting employment discrimination where (1) the primary purpose of the funding is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the funded activity.

E. It will comply with provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and any amendments thereto, (42 U.S.C. §§4601 et seq.) which provides for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs or activities.

F. It will comply, as applicable, with provisions of the Hatch Act, and any amendments thereto, (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

G. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, and any amendments thereto, (29 U.S.C. §§201 et seq.) as they apply to employees of institutions of higher education, hospitals, and other nonprofit organizations as defined in these regulations.

H. No funds received pursuant to this Contract will be used to assist, promote, or deter union organizing.

I. It will give GSJTA, the U.S. Department of Labor, the U.S. Comptroller General, and the State of California, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the CONTRACT, including the records of subcontractors performing under the CONTRACT.

J. It will comply with all requirements imposed by the U.S. Department of Labor, the State of California, and/or GSJTA concerning special requirements of law, program requirements and other administrative requirements.

K. It will ensure, pursuant to Executive Order 11738, and any amendments thereto, that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project funded under the CONTRACT with GSJTA and are not listed on the Environmental Protection Agency's (EPA) Listing of Violating Facilities and that it will notify GSJTA of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

L. It will assist the U.S. Department of Labor in its compliance with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. §470), Executive Order 11593, or as those Acts or regulations may be amended, by: (a) consulting with the State Historic Preservation Officer on the conduct of investigations as necessary to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR §800.8) by CONTRACTOR's activity, and notify the U.S. Department of Labor of the existence of any such properties, and by (b) complying with any requirements established by the U.S. Department of Labor to avoid or mitigate adverse effects upon such properties.

M. It will comply, to the extent applicable, with all the requirements of Section 114 of the Federal Clean Air Act (42 U.S.C. §7414) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. §1318), and any amendments thereto, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Clean Air Act and Clean Water Act, respectively, and all regulations and guidelines issued thereunder.

N. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, and any amendments thereto, (42 U.S.C. §4012(a)) which requires the purchase of flood insurance, in communities where such insurance is available, as a condition for the receipt of any federal financial assistance for acquisition or construction purposes with respect to insurable property within an area that has been identified by the Secretary of the U.S. Department of Housing and Urban Development as an area having special flood hazards. The term "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

O. It will comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12101 et seq.) and Section 504 of the Rehabilitation Act of 1973, and any amendments thereto, (29 U.S.C. §794), and with all requirements imposed by the Equal Employment Opportunity Commission and by the U.S. Department of Labor pursuant to the regulations of the U.S. Department of Health and Human Services (45 CRF Part 85) promulgated under the foregoing statutes. CONTRACTOR agrees that, in accordance with the foregoing requirements, no otherwise-qualified handicapped person by reason of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance, and assures that it will take any measure necessary to effectuate this agreement.

P. It will comply, to the extent applicable, with Title IX of the Education Amendments of 1972, and any amendments thereto, (20 U.S.C. §§1681 et seq.) which provides that 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.

Q. It will include for activities funded under any contract with GSJTA the equal employment opportunity clause prescribed by Executive Order 11246, as amended, and will require that its subcontractors include the clause in all contracts or subcontracts which have or are expected to have an aggregate value within a 12 month period exceeding $10,000, in accordance with U.S. Department of Labor regulations.

R. It will comply with standards for environmental quality control that may be prescribed pursuant to responsibilities of the federal government under the National Environmental Policy Act of 1969, and any amendments thereto, (42 U.S.C §§4321 et seq.) and Executive Order 11514, and any amendments thereto.

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

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

T. Clean Air and Clean Water Assurance and Certification

If the CONTRACT is in excess of $100,000 or if the facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. §§7401 et seq.) or the Federal Water Pollution Control Act (33 U.S.C. §§1251 et seq.) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, CONTRACTOR assures and certifies that: (1) no facility to be utilized in the performance of the CONTRACT has been listed on the EPA List of Violating Facilities; (2) it will promptly notify GSJTA immediately upon the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the CONTRACT is under consideration to be listed on the EPA List of Violating Facilities; and, (3) it will include substantially this assurance, including this third part, in every non-exempt contract or subcontract.

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

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

A. Overtime Requirements

No CONTRACTOR or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his or her basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be.

B. Violation; liability for unpaid wages; liquidated damages

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

C. Withholding for unpaid wages and liquidated damages

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

D. Subcontracts

CONTRACTOR shall insert in any subcontracts the clause set forth in subparagraphs (A), (B), and (C) of this paragraph and also a clause requiring the subcontractors to includes these clauses in any lower-tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

E. Records

CONTRACTOR shall maintain payroll records containing the information specified in 29 CFR §516.2(a). Such records shall be preserved for four (4) years from the completion of the Contract.

EXHIBIT I

POLICY ON CONFIDENTIALITY OF CLIENT RECORDS

It is the policy of GSJTA to ensure confidentiality of all client records and to assure compliance with the Information Practices Act of 1977 and the Federal Privacy Act of 1974, amended. In order to implement this Policy, this statement outlines the standards which must be followed by all GSJTA employees, as well as all staff and Board Members of all GSJTA-funded programs.

Client records, for purposes of this Policy, are defined to be those records concerning individual clients that GSJTA or the Program Operator is required to prepare, maintain, or submit pursuant to governmental regulations and, where applicable, a Program Operator Agreement with GSJTA, and the information contained therein.

Program Operator, for purposes of this Policy, is defined to include all agencies that are operating programs who are recipients of GSJTA funding, whether as a subgrantee, contractor, delegate agency or other recipient.

OWNERSHIP

All client records are the property of GSJTA and shall revert to GSJTA at the termination of a Program Operator's funding. Program Operators are only the custodians of client records and shall ensure the confidentiality of the records in their possession on behalf of GSJTA. Retention of all records, including client records, is controlled by various federal and state laws and regulations, as well as GSJTA policies, subcontracts and sub-grants. Nothing herein shall be interpreted as requiring retention of client records by GSJTA or a Program Operator beyond the time period specified in any controlling statute, regulation, subcontract or sub-grant.

ACCESS

1) Those persons that may have possession of client records include only:

   a) Specific program staff designated by the Program Operator; and
   b) Those persons designated by GSJTA.

2) The only persons who may review the client records, in addition to those specified in 1), are GSJTA-authorized public and/or private auditors.

3) Access by any persons to client records shall be in a manner consistent with governmental regulations and, where applicable, the terms of the Program Operator Agreement between GSJTA and the Program Operator.

4) Unless otherwise specifically provided for in this policy, or mandated by state or federal law or administrative regulations, no other person, group, agency, or institution shall have access to client records.

DISSEMINATION OF INFORMATION

Neither GSJTA employees nor any Program Operator shall disseminate any information derived from client records, without prior written approval from GSJTA, except in the following instances:

a) Delivery of records to GSJTA pursuant to the terms of the Program Operator Agreement or to comply with the rules, regulations, and conditions established by the federal or state government and/or the GSJTA Governing Body;

b) Delivery to an entity specifically designated in a release of information form signed by the subject client authorizing such dissemination. In cases where the subject client is a minor (i.e., Head Start enrollees) the release of information must be signed by the minor's parent or guardian; or

c) Upon request of authorized GSJTA auditors and staff.

CLIENT ACCESS TO HIS/HER OWN RECORDS

I. All clients shall have an absolute right, which may not be abridged in any manner whatsoever, to review and obtain copies of his/her own records.

II. The client may request to review his/her records at any reasonable time, during normal working hours and that requests shall be granted without exception. If the client wishes a copy of his/her records, a copy of such records shall be provided within five (5) working days after the request, upon payment of an optional fee not to exceed twenty-five cents ($0.25) per page.

III. For any records in the possession of GSJTA, a client must communicate in writing, his/her request to review his/her records. Such a request shall be granted within five (5) working days at a reasonable time during working hours. If a client wishes a copy of his/her records, such request shall be communicated in writing and such requests shall be granted within five (5) working days at a cost not to exceed twenty-five ($0.25) per page.

IV. If a client believes there is an error in his/her records, such client shall be allowed to indicate the error and to request, in writing, a change in the record, and any such request shall be inserted into the records maintained by the Program Operator and GSJTA, and the change made if the records are inaccurate.

REQUEST FOR RECORDS UNDER THE PUBLIC RECORDS ACT AND/OR THE FEDERAL FREEDOM OF INFORMATION ACT

Generally, information regarding personnel data on program clients is confidential and cannot be released by either GSJTA staff or a Program Operator.

With respect to client information concerning clients who are TANF recipients (which would include all CalWORKs recipients, all Refugee Targeted Assistance clients and certain welfare referral clients of other GSJTA programs), all client information is absolutely confidential and cannot be disclosed to any individual pursuant to Welfare and Institutions Code Section 10850.

Both the Public Records Act and the Freedom of Information Act preclude disclosure of personnel information and similar information unless the need for the information clearly outweighs the individual right to privacy. In such situations, a determination must be made on a case-by-case basis whether the disclosure of the information would constitute an unwarranted invasion so personal privacy. Thus, a blanket decision to never release any client records, in order to protect all of the clients' privacy, would be erroneous. Also, generally speaking, it is probably appropriate, upon request, to disclose the name, position and salary of a client, unless the client is a welfare recipient, as noted above. Although, as further noted above, each case generally suggested that before any information other than the name, position and salary of a client is released, that an attempt should be make to obtain the permission of the client for the release of the information. Protection of the client's right to privacy is significantly important enough to consider the client's right to confidentiality in the information prior to disclosing it to third parties.

Because a decision not to release information requested pursuant to the Freedom of Information and Public Records Acts can be challenged in court, it is appropriate to obtain legal advice with respect to a request for any information in which the client has

a right to privacy. Thus, GSJTA staff should bring to the attention of the Executive Director any requests for such information and Program Operators are encouraged to seek independent legal advice before responding to such requests.

SUBPOENA OF RECORDS

When any GSJTA employee or any Program Operator is served with a subpoena requesting information regarding a client, the following procedures should be followed:

1. Forward immediate written notice (see attachment) to the client or the client's attorney of record stating that a subpoena has been served and will be complied with within the appropriate time, unless a court order is served upon the agency prior to that date, ordering the agency not to release the information. All Golden Sierra Job Training Agency employees and all Program Operators shall also notify the Golden Sierra Job Training Agency Executive Director immediately after receiving a subpoena.
2. If no court order is served within the period set forth, the subpoena should be complied with by either forwarding the records requested or, if necessary, making a personal appearance pursuant to the subpoena in order to provide the records.
3. If at any time a GSJTA employee or a Program Operator has concerns regarding a subpoena, or if the subpoena has not provided adequate time for notification of the client, the GSJTA Executive Director should be contacted prior to any action being taken.
4. Any Program Operator or individual served with a subpoena is entitled to compensation for the costs of providing these records. Payment may be requested in advance for release of records or a statement may be forwarded with the records. A fee should be set in accordance with fees charged any individual requesting documents or records.

Each Program Operator should designate one or more individuals as "Custodian of the Records", to be responsible for compliance with subpoena requests. If a subpoena is personally served upon the Custodian of the Records, this Custodian should be instructed to immediately request witness fees from the process server. All funds become the property of the Program Operator served.

DOCUMENTATION FOR REQUEST OF INFORMATION

GSJTA and all Program Operators should maintain a current file on all requests for information regarding program clients. Each request should be documented.

1. Documentation should include what information was requested, by whom, for what reason and what information was provided.
2. Documentation should also be made for information that was denied.

It is the responsibility of all GSJTA employees and all program operators to ensure that this policy is followed. Any deviation is grounds for disciplinary action against an employee and termination of any applicable program operator agreement.

Date: _____

To: _____

Dear, _____ :

Please be advised that on _____*[date]*_____ , the _____*[name of GSJTA-funded program]*_____

was served with a subpoena from _____*[party serving the subpoena]*_____ in the

matter of _____*[case name]*_____ requesting that the records of

_____*[client name]*_____ be produced.

(Here recite language from the subpoena identifying records sought.)

This letter serves to notify you that unless the undersigned is served with a court order quashing the subpoena, or otherwise prohibiting production of the above documents, all materials will be forwarded pursuant to the subpoena on _____*[date]*_____.

Sincerely,

_____

Custodian of the Records for
[Name of GSJTA-funded Agency]

EXHIBIT J

CLIENT COMPLAINT PROCEDURES

Participation in _____'s program does not create an entitlement to services and nothing shall be construed to establish a private right for any services described or recommended by _____. However, if you believe that your rights as a client have been violated in any of the ways described below, the following two procedures describe how complaints will be handled:

A. If your complaint alleges: 1) a violation of the Workforce Investment Act - Title I, regulations governing the Act, the grant agreement or any sub-agreement; 2) discrimination on the basis of race, color, religion, sex, national origin, age, handicap (disability), political affiliation or belief, you should use the following procedures:

1. Discuss your complaint with the Site Manager of the office where you are registered.
2. If you feel your complaint is not resolved satisfactorily, you may file a written complaint on an official _____ Complaint Form (official Complaint Forms may be obtained at _____.
3. An investigation of the allegations will then be conducted by _____.
4. If not settled informally, a hearing will be held.
5. The Hearing Officer will issue the final determination of _____ along with the right of appeal.

B. If your complaint alleges a violation of the terms and conditions of employment or training, you should use the procedures of your employer or training provider. The complaint procedures of your employer or training provider should be given to you at the time you begin employment or training. If your employer or training provider does not have a complaint procedure, you may use procedure A, above.

The Department of Labor (DOL)/Office of Inspector General (OIG) has established a hotline telephone number for employees and the public to notify DOL/OIG of suspected fraud, or waste in DOL-funded programs. The hotline may be accessed by dialing 1-800-347-3756.

The hotline will allow individuals to report incidents anonymously and avoid the fear of reprisal. The information being provided via the hotline should be as specific as possible, enabling the DOL/OIG to identify, investigate, and take corrective action, thereby ensuring the integrity of DOL-funded programs. The hotline is not to be used for resolving employee grievances, Equal Employment Opportunity complaints, labor disputes, or other personal concerns.

I certify that I have been notified, in writing, of the complaint procedures of _____. I further certify that I have been informed that certain employers and/or training providers may require drug testing prior to participation.

Should you have any questions concerning the complaint procedures of _____, call the Complaints/EEO Officer, _____, at (_____) _____-_____.

_____ _____

Signature Date

EXHIBIT K

MAINTENANCE OF EFFORT

In the performance of this Contract, CONTRACTOR AGREES and certifies that:

a) No currently-employed worker shall be displaced by a client (including partial displacement, such as a reduction in the hours of non-overtime work, wages or employment benefits).

b) CONTRACTOR shall consult with the appropriate labor organizations and/or employer representatives in the design, operation or modification of the programs under this Contract. CONTRACTOR's program shall not impair existing employer or labor organization concurs in writing with respect to any elements of the proposed activities which affect such agreement, or either such party fails to respond to written notification requesting its concurrence within thirty (30) calendar days of receipt thereof.

c) No client 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 without cause created by hiring a client whose wages are subsidized under this Contract.

d) No Jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

EXHIBIT L

GOLDEN SIERRA JOB TRAINING AGENCY
- Certification Regarding Lobbying -

Certification for Contracts, Grants, Loans and Cooperative Agreements over $100,000

The undersigned certifies, to the best of his or her knowledge and belief, that:

e) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

f) 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 the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

g) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.Code. Any person who fails to file the required certificate shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Signature

John R. Knight, Chair
Name and Title of Authorized Representative

El Dorado County Board of Supervisors
Organization Name

12/4/12
Date

ATTEST: James S. Mitrisin
Clerk of the Board of Supervisors
By Marcie MacFarland
Marcie MacFarland, Deputy Clerk

EXHIBIT M

CERTIFICATE OF NON-SUPPLANTING

It is necessary to provide assurance that sub-grant funds will not be used to supplant or replace funds that would normally be available or appropriated for the same purpose. The certificate is to be signed by the applicant agency's fiscal officer.

Supplanting Definition: Supplanting is considered the reduction of state or local funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity. Federal funds must be used to supplement existing state or local funds for program activities and may not replace state or local funds that have been appropriated or allocated for the same purpose. Additionally, federal funding may not replace state or local funding that is required by law. In those instances where a question of supplanting arises, the applicant or grantee may be required to substantiate that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

CERTIFICATION In acceptance with the provisions of the Workforce Investment Act of 1998; Public Law 105-220 August 7, 1998; and OMB Circular 133; the applicant hereby certifies that federal funds will not be used to supplant or replace funds or other resources that would otherwise have been made available for this project.

Signature

12/4/12
Date

ATTEST: James S. Mitrisin
Clerk of the Board of Supervisors
By Marcie MacFarland
Marcie MacFarland, Deputy Clerk

EXHIBIT N

DISABILITY EMPLOYMENT INITIATIVE (DEI)
SPECIAL CONDITIONS

CONTRACTOR has entered into an agreement to provide services as allowed under Title I of the Workforce Investment Act of 1998, as defined in Exhibit N (California Disability Employment Initiative Scope of Work/Narrative) attached hereto and incorporated herein by reference. Program parameters will include:

Length of Program:	23-months
Population Served:	Adult
Counties Served:	El Dorado County
Type of Services:	Provide core, intensive and training services individuals with disabilities
Program Details	Exhibit N
Number Served:	20 training enrollments

CONTRACTOR agrees that if cumulative expenditures are less than 100% of the total funds available at the completion the last quarter (August 31, 2014), remaining unspent funds will be subject to recapture and redistribution to other providers.

CONTRACTOR further agrees to adhere to all of the provisions, definitions, administrative regulations, policies and procedures and performance measures contained in the California Disability Employment Initiative Scope of Work/Narrative, incorporated herein by reference.

CALIFORNIA DISABILITY EMPLOYMENT INITIATIVE
SCOPE OF WORK/NARRATIVE

STATE USE ONLY	Exhibit A
Subgrant Number	K282473
Project Number	3844
Initial Plan	Yes
Modification Date	March 2012

Organization Name	Golden Sierra Job Training Agency
Address	1919 Grass Valley Hwy Ste 100 Auburn, CA 95603
Contact Name	Jason Buckingham
Contact Phone Number	530.823.4635
Contact Email Address:	buckingham@goldensierra.com

Section I. Program Delivery – Strategic Approach

A. Primary Focus

1. Clearly and fully explain the rationale for selection of adult focus.

The three county Golden Sierra Region (Placer, El Dorado and Alpine), based on latest census data, consists of approximately 610,000 individuals with a labor force consisting of 263,000 people. 7% of these persons report having a disability with 16% reporting veteran status. There are approximately 284,000 individuals between the ages of 21 and 64 of which, 48,000 or 16.8% report having a disability. These statistics jump significantly when including the data for those 65 and older. Youth between the ages of 5 and 20 represent 116,000 of which, 7,700 or 6.7% report having a disability.

Though it is difficult to select one group over another to receive priority we believe the statistics show that the greatest economic impact can be made by focusing our efforts on statistical majority and therefore, our approach would be to serve those defined as Adult.

2. Describe the overall objectives of the project and explain how these objectives are consistent with and support the goals of the DEI.

- Golden Sierra's Workforce Investment Board will incorporate sustainable strategies for serving individuals with disabilities into its DEI project by building upon the success of their DPN grant utilizing multiple models and strategies focused on capacity building and resource leveraging.
- Goals and outcomes include:
  - Maintain two to three experienced DPN's as DRC's to continue and build on promising practices implemented as DPN.
  - Increase the number of adults with disabilities who use One-Stop Career Centers to secure employment.
  - Bring all One-Stop Career Centers to a level III of the Disability Program Navigator Maturity Model.
  - Increase Ticket to Work (TTW) enrollments.

- Increase number of workshop participants with disabilities.
- Increase number of PWD who obtain employment after using our services.

Additionally, we will include a quality assurance component focused on surveying our customers on how we can better provide services to PWD's.

3. Project will focus on (Check applicable box).

Urban	X
Rural	X

4. Describe the demographics of the targeted population. Identify additional special focus on other targeted populations such as veterans with disabilities, homeless individuals, TANF recipients, individuals with developmental psychiatric, and/or other non-visible disabilities, ex-offenders, racial or ethnic minorities, SSI/SSIDI beneficiaries or other populations with significant disabilities

As stated in A. – 1, above our largest population of individuals with disabilities fall within our Adult population. 16 percent of that population represents individuals with veteran status. These statistics come from the 2000 census information. With the increased number of conflicts since that time we anticipate the number of veterans returning to our region to increase in the next census publication. The latest information from the Bureau of Labor Statistics (BLS) supports this. As an example 25% of Gulf War vets have service related disabilities in comparison to 13% for all veterans. A higher number of veterans connected to recent conflicts are reporting service related disabilities and, the disabilities are more severe. Additionally the BLS indicates that the jobless rates for veterans exceed 8.7% nationwide. This jobless rate mirrors closely the national unemployment rate. When reviewing our local data we would expect the veteran jobless rate to exceed our region's 11.4% unemployment rate. Though universal access to these funds for people with disabilities would be a foundational philosophy for us, veterans would clearly be a target population.

B. Strategies Approach

1. Applicants must use at least two of the strategy components listed below. See page 9 of the SGA for complete descriptions. Check the strategies that will be used.

Strategy Description	Check at least two
Integrated Resource Teams	X
Integrating Resources and Services, Blending and Braiding Funds, Leveraging Resources	X
Customized Employment	
Self Employment	
Asset Development	X

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2. Discuss the overall strategic approach to be implemented and how this will address the unique needs of the primary population. Describe how the strategic service delivery components checked above will be deployed to achieve the stated objectives.

Strategies:

- Expand services by becoming an Employment Network and working with our Connections Centers on full implementation of the ticket.
- Establish new Ticket-to-Work (TTW) practices and procedures within the GS region.
- Train partners and staff on TTW related Case Management resulting in increased WIA enrollments for Persons with Disabilities (PWD).
- Integrate resources and blend services by establishing an inter-agency protocol identifying steps to serving PWD including TTW holders.
- Expand services of career center to increase support and job preparation for PWD. Such as: Offer classes/workshops for PWD focusing on disability related employment issues such as how to request an accommodation, interviewing etiquette, job search techniques, rights and responsibilities.
- Offer soft skills workshop with certificate of completion. Develop mentorship opportunities with existing groups and partner organizations utilizing the Center.
- Expand business services utilizing new and existing partners and strategies.
- Develop and strengthen relationships with employers by conducting outreach to identify businesses needs and businesses that are hiring.
- Utilize job development and targeted employment and training strategies to help PWD obtain and retain employment.
- Utilize existing monthly BEST STEP meetings to collaborate and partner with other agencies.
- Utilize WIA or VR OJT opportunities to engage employers in the hiring process.

Under the DPN initiative, this agency conducted outreach with different agencies and service systems to create and begin utilizing IRTs to meet the employment needs of job seekers with disabilities. Through DEI, we intend to strengthen the agency relationships we have established to create an ongoing practice of utilizing IRTs in our service approach. This agency will facilitate bi-monthly meetings with key partners to discuss diversified funding strategies and then establish a process in which to braid funds. We will also focus on creating an inter-agency protocol identifying steps and services for PWD's based on their present stage in the employment process. Once, we establish our EN status, we will devote a significant amount of energy to fostering a solid partnership with VR based on TTW's Partnership Plus as well as developing procedures to integrate resources and blend funds to most effectively serve TTW beneficiaries.

STATE USE ONLY	Exhibit A
Subgrant Number	K282473
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3. Discuss the overall approach to addressing the specific challenges and needs of adult job seekers with disabilities, including the availability of learning and skill assessments, retraining options, on-the-job training, customized employment, part-time employment, and self-employment options. Provide information on the availability of supportive services.

The Golden Sierra Consortium plans to use all the tools available to enhance employment outcome under this grant. This includes leveraging partner resources and funding available under WIA, Vocational Rehabilitation, NorCal Center on Deafness, TANF and other partners. The DRC staff will work to provide optimum accommodations and will insure that persons receiving services under this grant are able to maximize accessibility to the full array of services which will include, assessment, On-the-job training, work experience, vocational classroom training support services and follow-up.

4. Provide information on the local economy, including career opportunities in high-growth job sectors and how these may be incorporated in the project design.

The Golden Sierra Region is currently experiencing unemployment at about 2% above the national average. However, the following industries have been identified as "Industries of Opportunity" within the region.

- Green and Clean – Sustainable Industries
- Healthcare
- Manufacturing and Utilities
- Entrepreneurialism
- Hospitality and Tourism
- Other professional services (Science, Technology, Engineering and Math)

The WIB recently completed a labor market blueprint which added agribusiness and food to the list. However, the Board's current strategy is to offer a training incentive for persons who enter into training within these areas. This strategy will stand regardless of the identified industries. Additionally, the WIB, as identified in the recent 5 year plan, has established a preference to provide training through OJT. This preference does not exclude classroom training but does attempt to maximize benefit to trainee and the community by targeting wages as a measurement of Return on Investment.

5. Discuss outreach to the population to be served, and the applicant's experience in conducting similar outreach activities

Through the DEI program the funding limitations will not require major outreach efforts for participants above and beyond our continued efforts of working with the local collaborative groups. On the business side we will continue to work with local economic development organizations, industry associations and Chambers of Commerce utilizing the web, email blasts and other forms of electronic outreach in addition to word of mouth and face-to-face communications.

6. Discuss linkages to the employer community and how this will facilitate improved outcomes and achievement of goals.

By working with the employer groups mentioned in 5 above we will maximize our ability to summarize the benefits of the DEI program to captive groups of employers. Businesses associated with these groups also tend to be leaders within the business community which assists in providing validation for the program.

7. Discuss what approaches will be used to improve outcomes for the targeted populations included in the project design, such as veterans with disabilities, TANF recipients and persons who are homeless.

The DEI grant allows us a unique ability to enhance staff trained as career counselors knowledge of how to best serve individuals with disabilities. By leveraging the resources established through the DPN program and furthering the goals of that program through DEI, we better our collaborative efforts in this regard, improve staffs ability to continuously improve the provision of services to this population and provide better access to the business community to persons with disabilities.

8. .Discuss early intervention strategies, including deployment of Medicaid Buy-in and how SSA work incentive strategies will be utilized for SSI/SSDI beneficiaries to achieve the goals of the DEI.

Pre employment career planning and assessment strategies will include counseling on the benefits of programs such as Medicaid Buy-in and the SSA work incentives programs. These programs are critical for the successful transition to full time employment for persons with disabilities and thus, are critical to the success of the DEI project.

C. One-Stop Career Center System

1. Describe any planned activities to improve physical, programmatic and communication access if applicable.

Under DPN initiative, all centers were brought into physical and programmatic compliance. DEI project would allow us to continue improvement of programmatic and communication access through already established DPN practices including staff training, weekly 30 Second Trainings for staff, partners, and employers addressing barriers to employment and reasonable accommodations. As this agency intends to become an EN, additional training would be provided for current Case Management staff on programmatic access as we anticipate increased participation from PWD in our re-training programs. Under DPN Program, we secured over $8000 in assistive technology to ensure access and we will continue to provide assistive technology and auxiliary devices as needed as well as keeping staff trained on proper use and benefits to our customers with disabilities.

STATE USE ONLY	Exhibit A
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2. Discuss how the project will impact the workforce system, expand comprehensive service delivery, facilitate systems changes, incorporate universal design, and improve effective and meaningful education, training, and employment opportunities to adults or youth with disabilities.

By enhancing successful practices implemented via the DPN Program, the workforce system will be more inclusive to job seekers with disabilities, community partnerships will be strengthened resulting in more efficient and effective service delivery, employers will continue to receive education on providing access as well as the benefits of hiring PWD resulting in an increased number of employment opportunities, and PWD will continue to find greater access and improved services in the Career Centers. By becoming an EN, we will expand service delivery while increasing educational and vocational training opportunities to PWD. DPN input will be included on any new physical or programmatic projects in order to ensure universal design and access for all of our customers.

Section II. Partnership Commitment and Resources

A. Strategic Partners

1. Identify primary partners that will actively participate in the project, and how these partners are integral to the goals and objectives of the project.

Key partners include but are not limited to:
Social Security Administration, Vocational Rehabilitation, Independent Living, The Welcome Center, Alta Regional, Workability, Veterans Employment and Training Services, Experience Works, Temporary Assistance for Needy Families, Work Incentive Planning and Assistance/Crossroads Employment Agency, Mental Health/Adult System of Care, Economic Development, Vital Assets, Youth Collaborative and community and non-profit service providers, county mental health, homeless and veteran's services.

2. Describe what linkages are planned to facilitate improved services and outcomes for SSI/SSDI beneficiaries including partnerships to address work incentives, asset development and SSA work provisions.

We will focus on solidifying our partnership with VR as well as our local WIPA by identifying steps and services for beneficiaries based on their present stage in the TTW process and developing protocols to integrate resources and blend funds to most effectively serve TTW beneficiaries.

3. Describe any co-location and coordination among the following partners; Vocational Rehabilitation, Area Work Incentive Coordinators, education, TANF, Disabled Veterans' Outreach Program, ENs, Medicaid Infrastructure Grant Projects or other community partners.

- VR will continue to co-locate in our center once weekly.
- Veterans' Outreach currently co-located here 5/days week.
- Experience Works co-located here 5/days week.
- DPN will continue a strong partnership/referral with AWICs who will also meet customers here on an as needed basis.
- DPN currently advises youth counselors on outreach to Workability Programs.

- AIM and Associates currently bring clients here weekly.
- DPN currently maintains a strong partnership/referral and coordinates on a monthly basis with The Welcome Center (MHS), Independent Living Program, non-profit businesses serving PWD, and Veterans Programs.
- Continue to meet with Alta Regional staff to improve services for their clients.
- DPN will continue to work with Goodwill to create job opportunities for PWD.
- Sierra Services for Blind meets at the centers monthly.
- NorCal center on Deafness is collocated 5 days a week.
- Send weekly 30 Second Trainings to all key partners including VR, AWICs, education, TANF, Veterans Outreach, SSA, employers, and community partners.

B. Partner Resources

1. Discuss how partner resources and programs will be leveraged and incorporated in the project design and how these will improve the services and outcome of participants with disabilities.

By utilizing IRTs, a wrap-around approach, and blending funds between partners, PWDs will receive stronger support and achieve improved employment outcomes. By establishing an inter-agency protocol with partners, we can ensure that our job seekers are being supported at every step toward employment, whether those needs are Mental Health Services, Independent Living Services, Advocacy, Job search skills, TTW, job development, job coaching, financial planning, job retention, health care, housing, nutrition, assistive technology, Vocational Rehabilitation, etc.

2. Identify resources and program dollars that are planned for education and training of adults, including resources that will be available from WIA adult and dislocated worker programs. Complete the chart below.

Resource Description	Dollar Amount	Description of Activity
WIA Adult and DW Funding	**60,000**	**WIA Funding for ITAs, OJT and WEX**

3. Discuss partner resources that will be available to the adult with a disability through individual development accounts, though IRTs, or outer funds that expand the likelihood of individual success and economic independence, including flexible funding available through partner system or the flexible spending fund.

In addition to WIA funding, participants may receive funding from various partner organizations. This partner list includes, but is not limited to:

- Vocational Rehabilitation
- Ticket-to-Work
- TANF
- TAA
- Veteran's services
- Independent Living Center

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Section III. Demonstrated Experience

A. Physical, Communication and Programmatic Accessibility

1. Describe the level of commitment or any innovation that has occurred that increase One-Stop physical, programmatic and communication accessibility for disabled individuals.

In the one year since we implemented the DPN Program, we have made substantial improvements in physical, communication and programmatic accessibility resulting in better trained staff, increased collaboration with partner agencies, better access to One-Stops, and increased number of job seekers with disabilities accessing services.

PHYSICAL:

- Ordered Assistive Technology and auxiliary devices for One-Stop customers in four sites including adjustable work stations, big key keyboards, Plantronics audio headsets, updated computers with Windows 7 accessible software (Providing Narrator, Screen Reader, Voice Recognition) along with wide computer monitors, table risers, trackball mousing devices, hearing compatible telephones, and magnifiers.
- Created adaptive workstations in One-Stops.
- Completed Physical Program Checklists for four One-Stop sites and resolved or addressed all physical and programmatic issues.
- Ramp and hand rails installed outside our new Auburn facility.
- Printed TTY instructions and trained staff.
- Installed Purple P3 software for deaf/hard of hearing customers in two One-Stops and trained staff on use.
- Installed wireless light flasher for Norcal Roseville clients to alert staff of arrival.
- Ordered and distributed via Economic Development 200 ADA Small Business Guides for Placer and El Dorado Counties.
- Trained One-Stop staff on ADA physical access requirements.
- Hosted ADA training for employers and partners on meeting physical and programmatic requirements.

PROGRAMMATIC:

- Created DPN Resource guides for staff and partners in all 4 One-Stops and provided subsequent training on use. Handbook focuses on communication, accommodations/accessibility, job readiness preparation, and resources for PWD.
- Updated EEOC verbage and added to outreach materials.
- Established accommodation request procedure for customers and trained staff on providing accommodations in the One-Stops.
- Applied to be an EN, began staff training on TTW, and begin partnership plus procedures with VR.
- Implemented new accommodation request process and trained new and existing staff.
- Created disability resource brochure and materials and distributed to staff and partners.

- Placed posters promoting hiring of PWD in One-Stops.
- Hosted first IRT meeting to exchange information about services and referral processes.
- Established working relationships with community partners to provide wrap around services to PWD.
- Administered weekly 30 Second Trainings to staff and partners addressing accommodations.
- Hosted ETN training on disability etiquette, sensitivity, and WIA 188 for all four One-Stop location staff and partner staff (TANF, EDD, Veterans, Experience Works, HR, Crossroads Employment Services.)
- Train staff and partners via email on assistive technology .

COMMUNICATION:

- Created DPN Resource guides for staff and partners in all 4 One-Stops and provided subsequent training on use. Handbook focuses on communication, accommodations/accessibility, job readiness preparation, and resources for PWD.
- Administered weekly 30 Second Trainings to staff and partners addressing communication and disability etiquette
- DPNs trained front line staff on providing effective customer service and communication with PWD.
- Arranged online TKNL training for staff.
- Hosted ETN training on disability etiquette, sensitivity, and WIA 188 for all four One-Stop location staff and partner staff (TANF, EDD, Veterans, Experience Works, HR, Crossroads Employment Services.)

2. Describe the status of communication access and strategies deployed to meet the needs of individuals who are deaf or hard of hearing.

- Collocate with NorCal Services for Deaf and Hard of Hearing.
- Established protocol with NorCal representatives to blend services for customers who are deaf or hard of hearing.
- Installed hearing aid compatible telephones with volume control along with proper signage.
- Installed wireless light flasher for Norcal Roseville clients to alert staff of arrival.
- Partnered with NorCal to install Purple P3 software for deaf/hard of hearing customers in two One-Stops and trained staff on use.
- Established procedures for requesting interpreters.
- Trained One-Stop and HR staff on providing accommodations in the One-Stop.
- Utilized interpreters for ADA workshop.

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3. Describe strategies implemented to address accessibility taken to improve accessibility and assure accessibility requirements under WIA have been met.

See Section 3- A.1.

B. Programmatic Experience and Initiative

1. Describe any special initiatives or projects that have been implemented to address the need of adults or youth with disabilities.

- DPN Navigator Handbook
- 30 Second Trainings
- Hosted ADA Training for partners and business owners

2. Demonstrate experience in successfully implementing a DPN grant including any promising practices.

In the one year since we implemented the DPN Program, we have made substantial improvements in physical, communication and programmatic accessibility resulting in better trained staff, increased collaboration with partner agencies, better access to One-Stops, and increased number of job seekers with disabilities accessing services.

PHYSICAL:

- Ordered Assistive Technology and auxiliary devices for One-Stop customers in four sites including adjustable work stations, big key keyboards, Plantronics audio headsets, updated computers with Windows 7 accessible software (Providing Narrator, Screen Reader, Voice Recognition) along with wide computer monitors, table risers, trackball mousing devices, hearing compatible telephones, and magnifiers.
- Created adaptive workstations in One-Stops.
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- Ramp and hand rails installed outside our new Auburn facility.
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- Installed wireless light flasher for Norcal Roseville clients to alert staff of arrival.
- Ordered and distributed via Economic Development 200 ADA Small Business Guides for Placer and El Dorado Counties.
- Trained One-Stop staff on ADA physical access requirements.
- Hosted ADA training for employers and partners on meeting physical and programmatic requirements.

PROGRAMMATIC:

- Created DPN Resource guides for staff and partners in all 4 One-Stops and provided subsequent training on use. Handbook focuses on communication, accommodations/accessibility, job readiness preparation, and resources for PWD.
- Updated EEOC verbage and added to outreach materials.

- Established accommodation request procedure for customers and trained staff on providing accommodations in the One-Stops.
- Applied to be an EN, began staff training on TTW, and begin partnership plus procedures with VR.
- Implemented new accommodation request process and trained new and existing staff.
- Created disability resource brochure and materials and distributed to staff and partners.
- Placed posters promoting hiring of PWD in One-Stops.
- Hosted first IRT meeting to exchange information about services and referral processes.
- Established working relationships with community partners to provide wrap around services to PWD.
- Administered weekly 30 Second Trainings to staff and partners addressing accommodations.
- Hosted ETN training on disability etiquette, sensitivity, and WIA 188 for all four One-Stop location staff and partner staff (TANF, EDD, Veterans, Experience Works, HR, Crossroads Employment Services.)
- Train staff and partners via email on assistive technology .

COMMUNICATION:

- Created DPN Resource guides for staff and partners in all 4 One-Stops and provided subsequent training on use. Handbook focuses on communication, accommodations/accessibility, job readiness preparation, and resources for PWD.
- Administered weekly 30 Second Trainings to staff and partners addressing communication and disability etiquette
- DPNs trained front line staff on providing effective customer service and communication with PWD.
- Arranged online TKNL training for staff.
- Hosted ETN training on disability etiquette, sensitivity, and WIA 188 for all four One-Stop location staff and partner staff (TANF, EDD, Veterans, Experience Works, HR, Crossroads Employment Services.)

3. Demonstrate the successful implementation of special projects or initiatives that have been directed to population that are known to often have substantial number of individuals with disabilities such as veterans, TANF recipients, homeless individuals, and ex-offenders.

30 Second Trainings distributed to veterans reps, TANF counselors, Welcome Center, and ex-offender EDD rep. DEI grant would allow us to strengthen and expand our relationship with these partners.

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C. Registration and Operation as an Employment Network (EN)

1. Describe your commitment to either register as an EN or demonstrate prior success in participation as an EN.

The Golden Sierra WIB is committed to completing the application for the WIB to act as an EN. The application is currently in process.

Section IV. Project Management

A. Staff Capacity

1. Discuss the experience of the project lead regarding workforce and disability knowledge and the plan to hire an experienced and knowledgeable Disability Resource Coordinator at the local WIB level.

Our current DPN has experience assisting people with disabilities in residential, educational, and vocational settings over the last 15 years with six years direct experience administering Workforce Development and One-Stop Career Center programs. She was a lead on our newly awarded DPN project over the last year and has established a reputation with partners, employers, staff, and job seekers as being a solid resource for disability related issues. Given the chance to continue as a DRC, she would be able to expand on promising DPN practices established over the last year.

2. Describe the criteria that will be used to assure that individuals with disability expertise will be hired. Include information on whether the individuals are current or former DPNs and identify who the employing entity will be.

As stated earlier in the application, our intent would be to continue funding positions established via the DPN grant for this program. These individuals would be employed by the Golden Sierra Job Training Agency for the purposes of meeting the goals funded under the DEI Grant.

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Section V. Outcomes and Sustainability

A. Outcomes

1. Complete the Performance Goals chart below for the total project,

Performance Goals	Total
1. Total number of individuals with disabilities to be served	120 (40)
2. Total number receiving core and intensive services	90 (30)
3. Total number receiving training	60 (20)
4. Total number receiving a recognized certificate/diploma/degree	36 (12)
5. Total number entering unsubsidized employment	42 (14)
6. Average hourly wage rate expected	12.00
7. Retention Rate (6 months)	34 (11)
8. Number of individuals that will be co-enrolled in WIA	~~90 (30)~~ 60 (20)
9. Number of individuals that will be co-enrolled in other programs such as TANF, VR, ENs etc.	40 (13)

Note: Performance under the DPN grant listed here is based on the latest negotiated rates available for the GSC LWIA. Numbers served based on three year grant period.
*Indicates performance for El Dorado Consortium contract K386295-04

2. Demonstrate the ability to achieve the stated outcomes and provide timely and routine data on results within the timeframe of the grant.

The Golden Sierra Job Training Agency, established in 1983, has consistently met or exceeded its performance obligations under JTPA, WIA, Welfare-to-Work, ARRA, CSBG and many other federal, State and locally funded programs. The Agency maintains both the Geographic Solutions Client Tracking system (VOS) and the Job Training Automation system as the client tracking and case note mechanism. These systems collect and report client information in compliance with state and federal regulation.

3. Describe the capacity of the workforce system to capture program co-enrollments (e.g., individuals enrolled in WIA and at least one other program, such as TANF, VR, ENs, etc..

The Golden Sierra Job Training Agency has provided Workforce development and business services to various populations since 1983. We have collected and reported accurately programs such as JTPA, Welfare-to-work, Community Service Block Grant, Emergency Contingency Funding, ARRA, DPN, Rapid Response and others. The Golden Sierra Region was an early implementer of Geographic Solution's Virtual One-Stop (VOS) system. The VOS system tracks Federal, state and locally implemented programs. We believe the system will work to adequately address the collection of coenrollment information. However, should we discover this not to be the case, the WIB will set up its own database ensuring that data be collected and reported as required by the DEI project and consistent without quality level of administration.

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B. Sustainability

1, Discuss sustainability strategies for carrying on successful approaches that are demonstrated to improve education and employment outcomes of adults and youth with disabilities beyond the end of this grant

Staff involved in this grant will establish relationships and strategies that will evolve beyond the scope of this funding. These strategies will continue to be fostered on a local and regional level when serving PWDs. We expect best practices to be discovered, implemented and expanded into the future as a result of the continued support through the DEI funding. These practices will be communicated to agency and partner staff through the bi-monthly meetings established by the DEI funding opportunity and through staff development opportunities. Additionally, we expect the DEI will assist in the development of WIB approved policies that enhance the success of PWD's in their employment and training transitions. Furthermore, it is likely that the success of the DEI project, the communication and partnership it brings will present opportunities for the partnership to compete successfully for additional funding above and beyond what we can match locally though our limited funding streams.