

762



**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**FROM:** Economic Development Agency/Workforce Development Division

**SUBMITTAL DATE:**  
May 27, 2014

**SUBJECT:** Approval of Funding for University of California, Riverside Extension (UCR), Vocational Training Contract, Program Years 2013/14 and 2014/15, Districts 2/District 4, [\$79,000], Title I Workforce Investment Act Adult and Dislocated Worker Funds

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve an allocation of Title I Workforce Investment Act (WIA) Adult and Dislocated Worker Funds in the amount not to exceed \$79,000 to the University of California, Riverside Extension (UCR), to provide vocational training to Workforce Investment Act (WIA) Dislocated Workers and Veterans during the period of June 1, 2014, through June 30, 2015 for the PY 2013/15; and

(Continued)

Robert Field  
Assistant County Executive Officer/EDA

| FINANCIAL DATA   | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost:                            | POLICY/CONSENT<br>(per Exec. Office)  |
|--|----------------------|-------------------|-------------|--|---|
| <b>COST</b>  | \$ 11,850            | \$ 67,150         | \$ 79,000   | \$ 0                                     | Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/> |
| <b>NET COUNTY COST</b>   | \$ 0                 | \$ 0              | \$ 0        | \$ 0                                     |   |
| <b>SOURCE OF FUNDS:</b> Title I Workforce Investment Act (WIA) Adult and Dislocated Worker Funds |                      |                   |             | <b>Budget Adjustment:</b> No             |   |
|  |                      |                   |             | <b>For Fiscal Year:</b> 2013/14, 2014/15 |   |

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
Rohini Dasika

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

FISCAL PROCEDURES APPROVED  
PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
BY:   
Esteban Hernandez

FORM APPROVED COUNTY COUNSEL  
BY:   
JHAILA R. BROWN  
DATE: 5-26-14

Departmental Concurrence

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.:

District: 2/4

Agenda Number:

3-21

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

Economic Development Agency/Workforce Development Division

**FORM 11:** Approval of Funding for University of California, Riverside Extension (UCR), Vocational Training Contract, Program Years 2013/14 and 2014/15, Districts 2/District 4, [\$79,000], Title I Workforce Investment Act Adult and Dislocated Worker Funds

**DATE:** May 27, 2014

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**Recommended Motion:** ( Continued)

- 2. Authorize the Assistant County Executive Officer/EDA or designee to negotiate and execute a contract with the University of California, Riverside Extension (UCR), conforming in form and substance to the attached WIA Title I Dislocated Worker and Veterans Agreement, in connection with the provision of vocational training to WIA Dislocated Workers and Veterans during the period of June 1, 2014, through June 30, 2015, and any subsequent amendments, provided the amount of the contract is not increased above what was approved by the Board of Supervisors, and further provided that the contract and any amendments are approved as to form by County Counsel.

**BACKGROUND:**

**Summary**

Logistics is one of Riverside County Workforce Investment Board (WIB) targeted industries. While the majority of the logistics firms are located in the Western portion of the County, growth has extended east to the Pass area and Fed EX will soon start construction on a new distribution facility in North Palm Springs. Logistics firms have met with Workforce Development Division (WDD) management to discuss industry training needs. The Purchasing, Logistics and Supply Chain Management proposal by University of California, Riverside Extension (UCR Extension) is a 192 hour training program consisting of 11 units of required courses and 9 units of electives for a total of 20 units. The training will be provided by and in cooperation with the Inland Empire Chapter of the National Association of Purchasing Management; also known as, the Institute of Supply Chain Management.

The recommendation is to establish a direct contract with UCR Extension to provide vocational training for 2 cohorts, not to exceed 10 students in each Purchasing, Logistics and Supply Chain Management coursework. The recommended amount is \$79,000. One class will be held at UCR's Palm Desert campus and the other at the UCR campus in Riverside and will specifically target Title I Workforce Investment Act (WIA) Dislocated Workers and veterans in the area.

| <b>PROPOSED CONTRACT TRAINING FOR APPROVED COHORTS</b>   | <b>Number of Participants per class</b> | <b>Fixed Rate Per Cohort</b> |
|--|---|------------------------------|
| Purchasing, Logistics and Supply Chain Management; 192 hour training program to be held at UCR's Palm Desert Campus                | Min 7<br>Max 10                         | 39,500                       |
| Purchasing, Logistics and Supply Chain Management; 192 hour training program to be held at UCR's Riverside Extension Center Campus | Min 7<br>Max 10                         | 39,500                       |
| <b>TOTAL AMOUNT NOT TO EXCEED</b>  |   | <b>\$79,000</b>              |

Upon Board approval of the allocation of WIA Adult and Dislocated Worker Funds in the amount not to exceed \$79,000 to UCR Extension to provide vocational training to WIA dislocated workers and veterans during the period of June 1, 2014, through June 30, 2015 for the PY 2013/15 as requested herein, a contract, conforming in form and substance to the attached WIA Title I Dislocated Worker and Veterans Agreement, will be negotiated and prepared by the County and UCR Extension which shall be approved as to form by County Counsel. Staff recommends allocation of the WIA Adult and Dislocated Worker Funds as discussed above.

(Continued)

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

Economic Development Agency/Workforce Development Division

**FORM 11:** Approval of Funding for University of California, Riverside Extension (UCR), Vocational Training Contract, Program Years 2013/14 and 2014/15, Districts 2/District 4, [\$79,000], Title I Workforce Investment Act Adult and Dislocated Worker Funds

**DATE:** May 27, 2014

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**Impact on Residents and Businesses**

**SUPPLEMENTAL:**

By addressing the trained worker shortage in logistics firms, this project will impact the unemployed residents positively by providing vocational training which will lead to their employment.

**Additional Fiscal Information**

In Fiscal Year (FY) 2013/14 there will be approximately \$11,850 costs incurred, and in FY 2014/15 the balance of \$67,150 will be incurred for a total amount of \$79,000. No county costs will be incurred and no budget adjustment is required.

**Contract History and Price Reasonableness**

For several years, University of California, Riverside Extension (UCR) has collaborated with the Workforce Development Division by providing many training programs to unemployed residents in Riverside County. Currently, they are under contract with us on another state funded program which is providing manufacturing related coursework. They currently are registered as eligible training provider list through the California Employment Development Department-caljobs.ca.gov website which is the preferred method in utilizing University of California, Riverside Extension program courses. Additionally, the coursework being offered is the current off the shelf price offered to the public and remains competitive and reasonable in the state.

Attachment

Form of Workforce Investment Act (WIA) Title I  
Dislocated Worker and Veterans Agreement

**WORKFORCE INVESTMENT ACT (WIA) TITLE I  
DISLOCATED WORKER AND VETERANS AGREEMENT  
PROGRAM YEAR 2013-2015**

Catalog of Federal Domestic Assistance (CFDA) # 17.259  
Department of Labor - Employment and Training Administration  
State of California - Employment Development Department/Workforce Services  
Riverside County Economic Development Agency/Workforce Development Division

|                              |  |
|------------------------------|--|
| <b>Contractor:</b>           | <b>University of California Riverside (UCR),<br/>Riverside Extension</b> |
| <b>Agreement Amount:</b>     | <b>\$79,000</b>  |
| <b>Agreement Type:</b>       | <b>Fixed Priced</b>  |
| <b>WIA Agreement Number:</b> | <b>2013-2015-157-202-501-502</b>   |

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1 **RECITALS**

2 This Agreement is made and entered into by and between the County of Riverside, hereinafter  
3 referred to as the "County," and University of California Riverside (UCR), Riverside Extension,  
4 hereinafter referred to as the "Contractor."

5 **WHEREAS**, Congress has enacted the "Workforce Investment Act of 1998," hereinafter referred  
6 to as "the Act" to provide workforce investment activities, through statewide and local workforce  
7 investment systems, that increase employment, retention, and earnings of participants, and  
8 increase occupational skill attainment by participants, and, as a result, improve the quality of the  
9 workforce and enhance the productivity and competitiveness of the Nation; and  
10

11 **WHEREAS**, pursuant to the Act, the County, acting as "Administrator of the Act funds," is  
12 empowered to make a portion of the funds available to the Contractor, which are hereinafter  
13 referred to as "grant funds," for the purpose of implementing the provisions of the Act; and  
14

15 **WHEREAS**, the County and the Riverside County Workforce Investment Board (WIB)  
16 collaborate with private for profit, nonprofit, community-based organizations, and other agencies  
17 of the County in carrying out certain functions and programs of the Act; and

18 **WHEREAS**, this project has been established by the County as a WIA program and has been  
19 approved by the Riverside County Board of Supervisors, and the Workforce Investment Board;  
20 and

21 **WHEREAS**, on the 1st day of June, 2014, the County and Contractor entered into an  
22 agreement pursuant to which the Contractor agreed to provide vocational training services to  
23 Workforce Investment Act (WIA), Title 1, Adult (Veterans only) and Dislocated Worker  
24 participants; and

25 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

26 **Article I. TERMS AND CONDITIONS**

27 ***Section 1.01 Term of Agreement***  
28

1 The term of this Agreement shall commence on June 1, 2014, and end on June 30, 2015. The  
2 Agreement shall expire at midnight on the last day of the agreement term and cannot be  
3 renewed without a modification to the existing Agreement or execution of a new agreement.

4 **Section 1.02 Parties to the Agreement and Their Representatives**

5 The parties to this Agreement are the County of Riverside (County), through the Economic  
6 Development Agency (EDA)/Workforce Development Division and the Workforce Investment  
7 Board (WIB), and University of California Riverside (UCR), Riverside Extension, (Contractor).

8 The Contractor, if a corporation, certifies it is registered with the Secretary of State of the State  
9 of California.

10 **Section 1.03 Service of Notices**

11 Formal notices, correspondence and communications to be given hereunder by either party  
12 shall be made in writing and shall be deemed communicated as of the date of postmark. The  
13 representatives of the respective parties are authorized to administer this Agreement and are  
14 the persons to whom formal notices, correspondence and communications shall be given.  
15

16 **If to County:**

17 Riverside County Economic Development Agency (EDA)  
18 1325 Spruce Street, #110  
19 Riverside, California 92507  
20 Attention: Felicia Flournoy, Director of Workforce Development  
21 (951) 955-3100 Phone; and (951) 955-0808Fax  
22

23 **If to Contractor:**

24 University of California Riverside (UCR), Riverside Extension  
25 1200 University Ave,  
26 Riverside, CA 92507  
27 Attention: Russell A. Lewis, Director, Material Management  
28



1 (951) 827-4105 Phone; and (951) 827-1012 Fax

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

5 **Section 1.04 Conditions Precedent to the Execution of the Agreement**

6 Contractor and County have determined that due to the development nature of the Workforce  
7 Investment Act program, there may be changes in structure or program design as proposed.  
8 Therefore, the Contractor agrees that any changes of policy as mandated by the federal and  
9 state regulatory agencies will be incorporated herein.  
10

11 **Article II. SCOPE OF SERVICE**

12 **Section 2.01 Description of Services**

13 The Contractor shall provide vocational training for up to three cohorts, not to exceed ten (10)  
14 students in each Purchasing, Logistics, and Supply Chain Management coursework.  
15 Coursework will equate to 192 hours of class attendance at one of the two locations: Palm  
16 Desert and Riverside Campus.  
17

18 **Article III. COMPENSATION**

19 **Section 3.01 Contractor's Compensation**

20 (a) Program Year Compensation – The County shall pay the Contractor an amount not  
21 to exceed, \$79,000 Thousand Dollars (\$79,000), for complete and satisfactory performance of  
22 the terms of this Agreement. In no event shall the total compensation for the periods specified  
23 herein exceed the compensation set forth above, except by an amendment to this Agreement.  
24 County has agreed to reimburse Contractor for all costs associated with direct support of  
25 this Agreement, based on the budget included as **EXHIBIT 2** of this Agreement. If there are any  
26 unexpended funds, these amounts will revert to the County in accordance with the County close  
27 out procedures.  
28

1 (b) Budget Modifications –The Contractor must submit a written request along with a  
2 budget modification plan that details how the budget change will enhance the service delivery or  
3 improve performance outcomes of the program. The County may approve or deny the  
4 modification request based on how the budget modification will impact the program.

5 (c) Invoicing and Documentation – The Contractor shall invoice the County on or before the  
6 tenth (10th) calendar day of each month, for all contract costs incurred during the previous  
7 month. If the tenth (10th) day of the month falls on a Friday or a weekend, then the invoice is  
8 due the Thursday prior to the tenth (10th). Payment shall be made within 45 days from the  
9 receipt of a completed invoice. The Contractor may only seek reimbursement for costs that are  
10 directly related to the performance of services related to this agreement. Contractor shall  
11 maintain back-up documentation for claimed expenditures and shall make such documentation  
12 available to County and /or state monitoring entities. All invoices shall be submitted to the  
13 following address for processing.

14 Attention: WDD Accounts Payable

15 Riverside County Economic Development Agency/Workforce Development Division

16 3133 Mission Inn Avenue

17 Riverside, CA 92507

18 **Article IV. REPORTING AND FILE RECORDS**

19 ***Section 4.01 Reporting Requirements***

20 (a) General and Fiscal Reporting – The Contractor will comply with controls, record keeping  
21 and accounting procedure requirements of WIA, federal and state regulations and directives to  
22 ensure the proper disbursement of, and accounting for, program funds paid under this Agreement.

23 (b) Final Invoice – Within 45 calendar days following the termination of this Agreement, the  
24 Contractor shall report and submit to the County all final claims for funds under this Agreement.  
25 In the event the Contractor does not submit a final claim within the prescribed time limits, the  
26  
27  
28

1 County reserves the right to unilaterally prepare and finalize the financial report, using the latest  
2 paid invoices and MIS documents on file at the County. The Contractor shall return all  
3 unearned and excess payments paid to the Contractor to the County within 30 calendar days  
4 following the receipt of the formal written request.

5 (c) Contract Closeout – The Contractor will submit a closeout package within 45 days at the  
6 expiration of the contract term whether or not any line item within the contract is fully spent and  
7 that term has ended. Closeout documents will be provided by the County and are to be  
8 completed and mailed to:

9  
10 Riverside County Economic Development Agency/Workforce Development Division

11 Attention: Loren Sims, Operations Manager

12 1325 Spruce St., #110

13 Riverside, CA 92507

14 ***Section 4.02 Maintenance of Records and Participant Files***

15 (a) General Eligibility Documentation and Participant Records as prescribed by the County  
16 shall be maintained by the Contractor.

17 (b) Contractor files for each participant with respect to all matters covered by this  
18 Agreement shall be maintained for a period of at least four years after termination of this  
19 Agreement and until any other pending matters are completed.

20 (c) The County, State of California, and the U.S. Department of Labor shall be given access  
21 to and rights to examine, monitor and audit all records, documents, conditions and activities  
22 related to programs funded by this Agreement.  
23

24 ***Section 4.03 Confidential Information***

25 The Family Educational Rights and Privacy Act of 1974 and related state law and regulations  
26 require the proper disclosure of individually identifiable records. All state and county information  
27 is confidential when it identifies an individual or an employing unit. Confidential information  
28

1 requires special precautions such as, but not limited to, locked files, computer passwords, and  
2 assigned staff access, to protect it from loss, unauthorized use, access, disclosure, modification  
3 and destruction.

4 Contractor must secure signed consent for the use of any photo or image of any participant  
5 used in advertisements, brochures, pamphlets, videos, or any media form where the individual  
6 or his/her likeness can be identified. Copies of completed forms must be included in all  
7 participant files, on-site with Contractor.  
8

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

13 The full execution of this Agreement by the authorized person(s) constitutes each party's  
14 commitment to uphold these confidentiality requirements.  
15

## 16 **Article V. DUTIES AND RIGHTS OF CONTRACTOR**

### 17 ***Section 5.01 Subrecipient Status***

18 The Contractor is considered a subrecipient of funds provided to the County through its  
19 subgrant with the State of California. As a subrecipient, the Contractor is subject to all  
20 regulations, and OMB circulars governing the use of WIA funds.

### 21 ***Section 5.02 Assurances and Certifications***

22 The Contractor agrees to comply with the provisions of the Affirmative Action Compliance  
23 Program of the County of Riverside (known as the Riverside County Minority/Women Business  
24 Enterprise [M/WBE] Policy) and rules and regulations adopted pursuant thereto, Executive  
25 Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the  
26 Provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to Department of  
27 Labor (DOL) job training programs, the California Fair Employment Practice Act, California  
28

1 Public Contracts Code 2000, and other applicable federal, state and county laws, regulations  
2 and policies relating to equal employment and contracting opportunities, including laws and  
3 regulations hereinafter enacted. Information on these rules and regulations may be obtained  
4 from the resource list on **EXHIBIT 4**.

5 ***Section 5.03 WIA Fund Restrictions***

6 The Contractor shall assure that funds provided by this Agreement must be used exclusively for  
7 activities that are authorized under this WIA program. Co-mingling and/or diverting of funds to  
8 support the activities of other programs are not authorized.

9 ***Section 5.04 Fraud and Abuse***

10 The Contractor shall establish and implement appropriate internal management procedures to  
11 prevent fraud, abuse and criminal activity. Further, the Contractor shall establish a reporting  
12 process to ensure that the County is notified immediately of any allegation of WIA-related fraud,  
13 abuse or criminal activity or any suspected or proven fraud, abuse or criminal acts committed by  
14 staff or participants. If the allegation is of any emergency and/or operational and/or fiscal  
15 nature, it shall be reported to the County's Operations Unit at (951) 955-3100, and immediately  
16 thereafter, a written report shall be submitted. Proof of such report will be maintained in the  
17 Contractor's file. Complaints of a non-criminal nature are handled under the procedures set  
18 forth in §667.505 of Part 667, Subpart F of the Final Rule for the WIA.

19 ***Section 5.05 Failure to Perform***

20 a) The Contractor assumes full responsibility for performance of this Agreement and  
21 hereby agree to indemnify the County for failure, non-performance or default of any of its Sub-  
22 Contractors. Further, the Contractor assumes full liability and agrees to reimburse the County  
23 for the Contractor non-compliance with any term, prohibition or condition of the regulations  
24 governing this Agreement. The Contractor also agrees the County or its designated agent has  
25 full recourse to the Contractor for the failure to perform all or any part of this agreement.  
26  
27  
28

1 b) To insure the effective use of WIA funds, the Contractor's performance and/or  
2 budget will be reviewed periodically by the County to determine if goals are being met and  
3 whether budgeted funds will be fully earned within the term of this Agreement. Should  
4 enrollments or expenditures fall below plan, a notice so stating any such deficiency shall be sent  
5 to the Contractor within 20 days of the of the start of any month in which such deficiencies are  
6 noted.  
7

8 **Article VI. DUTIES AND POWERS OF THE COUNTY**

9 ***Section 6.01 Performance Monitoring***

10 To ensure compliance with the provisions of WIA Sections 117(d) (4), including the regulations  
11 under Sections 183 and 184 (a) (4), there will be at least one technical assistance and one  
12 program and one fiscal monitoring conducted by the County annually. This review will  
13 determine if performance measures are being met. Compliance monitoring determines  
14 compliance with this Agreement, which ensures that the program is in compliance with laws and  
15 regulations governing the use of WIA funds. Financial monitoring is a component of compliance  
16 monitoring and will be conducted to analyze, evaluate, and determine compliance with  
17 government financial systems, expenditure rate and cost guidelines. Remedies for Contractor's  
18 non-response may include any action up to and including termination as described in this  
19 Agreement.  
20

21 ***Section 6.02 Availability of Funds***

22 Funding of this Agreement is subject to continuing availability of WIA funds provided to the  
23 County during the Agreement period. The County will inform the Contractor, immediately upon  
24 notice from the State or the Department of Labor (DOL), of any limitation of funds availability.  
25 Both parties understand that the County makes no commitment to fund this project beyond the  
26 term of this Agreement.  
27

28 ***Section 6.03 Withholding of Funds***

1 (a) Payments under this Agreement may be withheld, suspended or terminated if WIA funds  
2 to the County are suspended or terminated, the Contractor cannot accept additional conditions  
3 imposed by DOL, the state, or the County or the Contractor fails to file appropriate participant  
4 paperwork or timely invoices. In the event of such suspension or termination of funding, any  
5 amount which is properly earned or expended by the Contractor as a result of the performance  
6 or expenditures under, and in accordance with, this Agreement said amounts shall be paid to  
7 the Contractor in accordance with the provisions of the Agreement. In the event of termination  
8 of the Agreement, no payment may be made for any expenditure after the date of termination.  
9

10 (b) The County has the authority to withhold funds under this Agreement, pending a final  
11 determination by the County, of questioned earnings and/or expenditures or indebtedness of the  
12 County arising from past or present agreements between the County and the Contractor.  
13

#### 14 ***Section 6.04 Debt Collection***

15 Where liability for debt collection is determined by the County to be at the Contractor's level, the  
16 Contractor will be responsible for the debt. When a debt is established as a result of an audit, a  
17 monitoring finding, an investigation or other means, appropriate action will be taken by the  
18 County to collect the debt from the Contractor, pursuant to the EDA Debt Collection Procedures,  
19 Policy Number 10-02. Such repayment will be from funds (non-federal), other than those  
20 received under WIA.

### 21 **Article VII. TERMINATION AND OTHER REMEDIES**

#### 22 ***Section 7.01 Termination for Cause with Cure Period***

23 In the event of a material Agreement breach, by either party, the other party may terminate this  
24 Agreement by giving the breaching party at least 30 days prior written notice setting forth the  
25 actions necessary to cure the breach. Termination for a material breach shall be effective on  
26 the date specified in the notice, except that if the breaching party cures the breach to the  
27 reasonable satisfaction of the other party during the 30-day notice period, this Agreement shall  
28

1 not terminate. The notice period may be extended in writing at the discretion of the non-  
2 breaching party.

3 The County may unilaterally suspend and/or terminate this Agreement upon written notice at  
4 such time and to such extent as funds are suspended or not made available to the County by  
5 the Department of Labor or the state. In the event of such suspension or termination, the  
6 Contractor will be paid, up to the date of suspension or termination, for any amount which is  
7 properly earned/expended by the Contractor as a result of the performance or expenditures  
8 under, and in accordance, with this Agreement.

9 Notwithstanding the procedures governing the termination of this Agreement for cause with cure  
10 period outlined above, failure, on the part of the Contractor, to comply with the provisions of the  
11 Agreement or with the Act or regulations when such failure involves fraud or misappropriation of  
12 funds, may result in the immediate termination and withholding of funds from the County. This  
13 Section does not apply to termination due to failure of a Partnership to attain Quality Assurance  
14 Certification.  
15

16 ***Section 7.02 Request for Waivers and Waiver of Breach***

17 No waiver by the County or breach of any provision of these terms and conditions shall be  
18 deemed, for any purpose, to be a waiver or a breach of any other provision hereof, or of a  
19 continuing or subsequent waiver or breach of the same provision.  
20

21 ***Section 7.03 Termination without Cause***

22 The parties hereby agree that, at any time during the term of this Agreement, either party may  
23 terminate this Agreement, or any part hereof, upon giving the other party at least 45 calendar  
24 day's written notice prior to the effective date of such termination.

25 ***Section 7.04 Obligations upon Termination***

26 (a) All property purchased, documents, data, studies, reports and records prepared by the  
27 Contractor under this Agreement, and any property transferred from previous programs, shall be  
28 disposed of according to County directives.



1 (b) Upon completion of documentation on termination of this Agreement, the County shall  
2 determine the total amount of funds earned by the Contractor in the satisfactory performance of  
3 this Agreement.

4 (c) In the event the Contractor ceases to do business, copies of all records relating to the  
5 project(s) or activities that are the subject of this Agreement shall be furnished to the County at  
6 the Contractor's expense.

7 (d) At the expiration of the term of this Agreement, or upon termination prior to the expiration  
8 of the Agreement, any funds paid to Contractor but not used for the purposes of this Agreement  
9 shall revert to the County. Within 30 days following expiration or termination, Contractor is  
10 obligated to provide an accounting for the period of time that Contractor was providing services  
11 up to and including expiration date. County shall calculate funds due and submit a request to  
12 Contractor for repayment. Repayment to be paid within 30 days of request.  
13

14 **Section 7.05 Business Interruption**

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

19 If a substantial portion of the services, which Contractor has agreed to provide hereunder, is  
20 interrupted for more than 30 days, County may terminate this Agreement upon ten days prior  
21 written notice to Contractor. Section 7.04, Obligations upon Termination, of this Agreement  
22 shall apply under these circumstances.  
23

24 **Section 7.06 Other Remedies Reserved by the County**

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

26 1) The County may place the Contractor on probation with notice to correct for  
27 failure to fully comply with the terms and conditions of this Agreement by giving written notice,  
28 which shall be effective upon receipt?

1           2)       Said notice shall set forth the period of probation, the reason for the notice and  
2 the specific conditions of non-compliance.

3           3)       Within ten working days, the Contractor shall reply in writing, setting forth a  
4 corrective action plan that describes actions that will be undertaken in resolving the reasons  
5 for probation. Such plans are subject to County approval. Progress reports will be submitted  
6 to the County every 30 calendar days thereafter until the reasons for probation are resolved.

7 (b)       Suspension

8           1)       The County may determine that suspension of all or part of the project operations  
9 of Contractor for failure to fully comply with the terms and conditions of this Agreement may be  
10 warranted. By giving written notification of suspension and a notice to correct, Contractor  
11 agrees to abide by the terms of the notice and respond as directed. Said notice shall be  
12 effective upon receipt.  
13

14           2)       Said notice shall set forth the specific conditions of non-compliance, the period  
15 provided for corrective actions and any other requirements of performance to remedy  
16 deficiencies.

17           3)       Within ten working days, the Contractor shall reply in writing, setting forth the  
18 corrective actions that will be undertaken in resolving the reasons for suspension. Corrective  
19 actions are subject to County approval. Progress reports will be submitted to County every 30  
20 calendar days thereafter until the reasons for suspension are resolved.  
21

22 **Article VIII. DISPUTE RESOLUTION**

23 ***Section 8.01 Dispute Resolution***

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

27 ***Section 8.02 Mediation***

1 Contractor and County agree that in the event of any controversy or dispute between County  
2 and Contractor arising out of this Agreement, regardless of the nature of the claim or dispute,  
3 whether in tort, contract, or otherwise, which are not adequately addressed by the County's  
4 informal and formal dispute resolution process, if applicable, shall be submitted to mediation.

5 The parties shall jointly select a mediator acceptable to the Contractor and County. The  
6 mediation shall take place in Riverside County.  
7

8 ***Section 8.03 Dispute Resolution Costs***

9 Each party shall be responsible for its own costs and legal fees associated with any dispute  
10 resolution procedure, including but not limited to informal, formal, mediation and litigation. The  
11 use of WIA funds for legal proceedings of any nature is strictly prohibited. Such prohibited uses  
12 include but are not limited to legal fees and costs of mediation, arbitration, informal or formal  
13 dispute resolution.  
14

15 **Article IX. GENERAL PROVISIONS**

16 ***Section 9.01 Amendment to Agreement***

17 This Agreement is subject to amendment, as necessary, in accordance with requirements  
18 contained in any future federal or state legislation, regulations, or policy. Either party may  
19 request an amendment or modification to this Agreement. The Contractor assumes control and  
20 responsibility for all fiscal, financial and programmatic matters. Amendments must be in writing  
21 and properly executed by both parties. The County may not honor Agreement modifications if  
22 such request represents expenses or obligations incurred prior to the Contractor receiving  
23 written approval and/or funding from the County.  
24

25 ***Section 9.02 Auditing and Monitoring***

26 The U.S. Inspector General, the Secretary of Labor, the State of California and the County  
27 reserve the right to conduct a compliance audit or monitoring of the Contractor's program at any  
28 time during normal business hours. If deficiencies are found and the Contractor fails to correct

1 reported deficiencies the County shall retain the option to exercise any remedies as outlined in  
2 Article VIII of this Agreement.

3 (1) The County reserves the right to monitor and visit, announced or unannounced, the  
4 Contractor's program, including visits to all locations, offices and training sites at any time during  
5 normal business hours. The monitoring shall be conducted in accordance with the EDA  
6 Program Monitoring Guide, WIA and regulations.  
7

8 (2) The Contractor shall establish such internal fiscal controls and accounting procedures as  
9 required by WIA and state and federal or local regulations or as may be deemed necessary to  
10 assure proper disbursement of, and accounting for, funds paid to the Contractor under the WIA,  
11 its legislative requirements and governing regulations.

12 (3) The County, the U.S. Department of Labor, the Office of the Inspector General and the  
13 State of California, shall have the right to monitor and/or evaluate all conditions and activities in  
14 the Agreement, and to investigate/audit all records, books, papers or documents related to the  
15 conduct of programs funded by the County.  
16

17 (4) The Contractor shall maintain and make available to the auditors/monitors adequate  
18 records and documents cooperate with all auditors/monitors, comply with federal, state and  
19 local laws and regulations as they related to the utilization of funds or operation of the WIA  
20 program.

21 (5) The County will be notified by the auditors/monitors performing audits of any incidents of  
22 fraud, misuse of funds, abuse or other criminal activity in relation to this Agreement, the Act or  
23 regulations.  
24

25 (6) The Contractor agrees to retain all records pertaining to all grants and agreements under  
26 the WIA program for a period of four years after termination of this Agreement. If, at the end of  
27 four years, there is an ongoing litigation or an audit involving those records, the Contractor shall  
28 retain the Records until the resolution of such litigation or audit is completed.

1 (7) All audits will commence no later than six months following the period of this Agreement,  
2 and the Contractor will be responsible for providing the County with information which will assist  
3 the County in determining if the Contractor has met its audit requirements. This responsibility  
4 includes, but may not be limited to, providing the County with a copy of the annual audit report  
5 to the County within two weeks upon receipt of the audit report.  
6

7 **Any audits with findings will require submission of finding resolution.**

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

11 **Section 9.03 Compliance with Laws and Regulations**

12 The Contractor warrants and certifies that, in the performance of this Agreement, it shall comply  
13 with all applicable laws, rules, regulations and orders of the United States, the State of  
14 California, and the County of Riverside, including the laws and regulations pertaining to labor,  
15 wages, hours and other conditions of employment. The Contractor further warrants and certifies  
16 that it shall comply with new, amended, or revised laws, regulations and/or procedures that  
17 apply to the performance of this Agreement.  
18

19 The Contractor will ensure diligence in managing the program under this Agreement, including  
20 performing appropriate monitoring activities and taking prompt corrective action against known  
21 violations of WIA. A partial list of applicable laws and regulations are found in **EXHIBIT 4** of this  
22 Agreement.

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

24 The Contractor assures that it has an EEO policy that complies with the non-discrimination and  
25 equal opportunity provisions of WIA section 188 and it's implementing regulations. That  
26 Contractor assures that its EEO policy covers staff and participants served under this  
27 Agreement and that it does not discriminate, on the basis of race, color, religion, national origin,  
28

1 physical/mental handicap, sex, political affiliations or beliefs and ages, in the selection of  
2 participants and staff personnel. The policy shall cover, but not be limited to, the following:  
3 employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or  
4 termination, rates of pay or other forms of compensation and selection for training.

5 The Contractor will take action to ensure that applicants, participants or employees are treated  
6 during training/employment without regard to their race, color, religion, sex, national origin, age,  
7 handicap or political affiliation or beliefs. Such action shall include, but not be limited to, the  
8 following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising,  
9 layoff or termination, rates of pay or other forms of compensation and selection for training,  
10 including apprenticeship. The Contractor agrees to post, in conspicuous places available to  
11 employees and applicants for employment and/or training, notices setting forth the provision of  
12 this non-discrimination clause.  
13

14 In the event of the Contractor's non-compliance with the non-discrimination clauses of this  
15 Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled,  
16 terminated or suspended in whole or in part, and the Contractor may be declared ineligible for  
17 further government contracts in accordance with policies authorized in Executive Order 11246  
18 of 1965, last amended 1996, and the Equal Employment Opportunities Act of 1972 and the  
19 amendments to the Civil Rights Act of 1991.  
20

21 ***Section 9.05 Grievance and Complaint System***

22 The Contractor will establish and maintain a grievance and complaint procedure in compliance  
23 with WIA, federal regulations and state statutes, regulations and policy.  
24

25 ***Section 9.06 Indemnification***

26 Contractor shall indemnify and hold harmless the Workforce Investment Board, the County of  
27 Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors,  
28 officers, Board of Supervisors, elected and appointed officials, employees, agents and

1 representatives from any liability, claim, damage or action whatsoever, based or asserted upon  
2 any act or omission of Contractor, its officers, employees, subcontractors, agents or  
3 representatives arising out of or in any way relating to this Agreement, including but not limited  
4 to property damage, bodily injury, or death. Without limiting the generality of the preceding  
5 sentence, the Contractor shall indemnify, defend and hold harmless the Workforce Investment  
6 Board, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their  
7 respective directors, officers, Board of Supervisors, elected and appointed officials, employees,  
8 agents and representatives against any liability, claim, loss, demand or damage incurred by the  
9 County and/or the Workforce Investment Board as a result of the determination by the United  
10 States Department of Labor, or its successor, or the Grantor that activities undertaken by the  
11 Contractor in connection with this Agreement fail to comply with any laws, regulations or policies  
12 applicable thereto, or that any funds billed by or disbursed to the Contractor under the  
13 Agreement was improperly expended. Contractor shall defend, at its sole cost and expense,  
14 including but not limited to attorney fees, cost of investigation, defense and settlements or  
15 awards, the Workforce Investment Board, the County of Riverside, its Agencies, Districts,  
16 Special Districts and Departments, their respective directors, officers, Board of Supervisors,  
17 elected and appointed officials, employees, agents and representatives in any such action or  
18 claim.  
19  
20

21 With respect to any action or claim subject to indemnification herein by Contractor, Contractor  
22 shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to  
23 adjust, settle, or compromise any such action or claim without the prior consent of County;  
24 provided, however, that any such adjustment, settlement or compromise in no manner  
25 whatsoever limits or circumscribes Contractor's indemnification of County.  
26

27 Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the  
28 appropriate form of dismissal (or similar document) relieving the County from any liability for the

1 action or claim involved. The specified insurance limits required in the Agreement shall in no  
2 way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County.  
3 In the event there is a conflict between this clause and California Civil Code Section 2782, this  
4 clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve  
5 the Contractor from indemnifying the County to the fullest allowed by law.

6  
7 **Section 9.07 Insurance Requirements**

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

12 (1) Worker's Compensation

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

18  
19 (2) Commercial General Liability

20 Commercial General Liability insurance coverage, including but not limited to, premises liability,  
21 contractual liability, products and completed operations liability, personal and advertising injury,  
22 cross liability coverage and employment practices liability, covering claims which may arise from  
23 or out of Contractor's performance of its obligations hereunder. Policy shall name the County of  
24 Riverside, its Agencies, Districts, WIB, Special Districts, and Departments, their respective  
25 directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or  
26 representatives as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000  
27 per occurrence combined single limit.  
28



1 (3) General Insurance Provisions-all lines

2 (a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the  
3 State of California and have an A.M. BEST rating of not less than an A: VIII. (A:8) unless such  
4 requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager  
5 waives a requirement for a particular insurer such waiver is only valid for that specific insurer  
6 and only for one policy term.

7 (b) The Contractor's insurance carrier(s) must declare its insurance or self-insured  
8 retentions. If such self-insured retentions exceed \$500,000 per occurrence such deductibles  
9 and/or retentions shall have on file with the County the written consent from the County Risk  
10 Manager before the commencement of operations under this Agreement.

11 (1) The Contractor shall cause its insurance carrier(s) to furnish the County of Riverside with  
12 either 1) a properly executed copy of the ACORD Certificate(s) of Insurance and copies of  
13 Endorsements effecting coverage as required herein. Further policies of insurance shall contain  
14 the covenant of the insurance carrier(s) shall provide no less than thirty (30) days written notice  
15 be given to the County of Riverside prior to cancellation of such insurance. In the event of a  
16 material modification, cancellation, expiration or reduction in coverage, this Agreement shall  
17 terminate forthwith, unless the County of Riverside receives, prior to such effective date,  
18 another properly executed copy of the ACORD Certificate of Insurance and copies of  
19 endorsements evidencing coverage and the insurance required herein are in full force and  
20 effect.  
21

22 (2) Contractor shall not commence operations until the County of Riverside has been  
23 furnished a copy of the Certificate(s) of Insurance and copies of endorsements as required in  
24 this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign  
25 the original endorsements for each policy and the Certificate of Insurance, and submit copies of  
26 each to the County of Riverside.  
27

28 c) The County's Reserved Rights. If, during the term of this Agreement or any extension

1  
2 thereof, there is a material change in the scope of services; or, there is a material change in the  
3 equipment to be used in the performance of the scope of work which will add to additional  
4 exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement  
5 including any extensions thereof exceeds five (5) years the County reserves the right to adjust  
6 the types of insurance required under this Agreement and the monetary limits of liability for the  
7 insurance coverage's currently required herein, if, in the County Risk Manager's reasonable  
8 judgment, the amount or type of insurance carried by the Contractor has become inadequate.  
9 The requested changes by the County shall be in line with insurance industry standards and  
10 subject to Contractor's review and acceptance.

11  
12 d) It is understood and agreed to by the parties hereto and the insurance company(s), that  
13 the Certificate(s) of Insurance and endorsements shall so covenant and shall be construed as  
14 primary, insurance and the County's insurance and/or deductibles and/or self-insured retentions  
15 or self-insured programs shall not be construed as contributory.

16 e) The Contractor shall pass down the insurance obligations to the subcontractors in  
17 performing services as required under this Agreement.

18 f) The insurance requirements contained in this Agreement may be met with a program(s)  
19 of self-insurance acceptable to the County.

20  
21 g) Contractor agrees to notify County of any claim by a third party or any incident or event  
22 that may give rise to a claim arising from the performance of this Agreement.

23 (5) Self Insured – The Contractor may satisfy the insurance requirements set forth herein by  
24 showing that it is a member of a joint powers entity created pursuant to California Government  
25 Code §6500, et seq., which provides insurance or self-insurance to the Contractor for the risks  
26 and to the entities set forth herein for which the Contractor has agreed to provide insurance.

27 **Section 9.08 Inventions, Patents and Copyrights**  
28

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

9  
10 *Unless otherwise provided in terms of the Grant or the Agreement, when copyrighted material is*  
11 *developed in the course of or under this Agreement, the author and the County which*  
12 *developed the work are free to copyright material or to permit others to do so. The County and*  
13 *the Workforce Investment Board shall have a royalty-free, non-exclusive and irrevocable license*  
14 *to reproduce, publish, and use and to authorize others to use all copyrighted material.*

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

19  
20 **Section 9.09 Labor Standards**

21 (a) The Contractor shall comply with the Labor Code of California, the Child Labor Laws in  
22 California, the Child Labor Standard Act and all other applicable statutes, ordinances and  
23 regulations with respect to employment, wages, hours of labor, and industrial safety (if  
24 applicable).

25 (b) Conditions of employment or training shall be appropriate and reasonable in light of such  
26 factors as the type of work, geographical region, age and proficiency of the participant.

27 (c) Health and safety standards established under State, Federal and local law, otherwise  
28

1 applicable to working conditions of employees, shall be equally applicable to working conditions  
2 of participants. With respect to any participant in a program conducted under this Agreement  
3 who is engaged in activities, which are not covered by health and safety standards under OSHA  
4 of 1970, the Contractor shall prescribe by regulation, such standards as may be necessary to  
5 protect the health and safety of such participants.

6  
7 (d) No program under the Act shall impair (1) existing contracts for services, or (2) existing  
8 collective bargaining agreements, unless the employer and the labor organization concur, in  
9 writing, with respect to any elements of the proposed activities, which affect such agreement.

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

13 (e) The Agreement will not result in the displacement of currently employed workers  
14 (including partial displacement, such as reduction in the hours of non-overtime work, wages or  
15 employment benefits). The Contractor will assure that no jobs shall be created in a promotional  
16 line that will infringe in any way upon the promotional opportunities of currently employed  
17 individuals.

18  
19 (f) The Contractor will assure that no funds under this Contract shall be used to assist,  
20 promote or deter union organizing activities.

21 (g) The Contractor (if not a public entity), by signing this Agreement, do hereby specifically  
22 warrant and represent, that no more than one final un-appealable finding of contempt of court by  
23 a federal court has been issued against the Contractor within the immediately preceding two-  
24 year period because of Contractor's failure to comply with an order of the National Relations-  
25 Board.

26  
27 **Section 9.10 Prohibition of Activities**

28 (a) The Contractor will assure that no funds under this Contract shall be used to assist,

1 promote or deter union organizing activities.

2 (b) None of the funds, materials, property, services and participants shall be used for, or  
3 employed on, the construction, operation or maintenance of any facility as is used or to be used  
4 for sectarian instruction or as a place for religious worship.

5 (c) No funds provided under this Agreement shall be used, or proposed for use, to  
6 encourage or induce the relocation of a business or part of a business if such relocation would  
7 result in a loss of employment for any employee of such business at the original location and  
8 such original location is within the United States.

9 (d) The Contractor is prohibited from using funds under this Agreement for the purpose of  
10 instituting legal proceedings or legal disputes against the County, the Grantor, the Department  
11 of Labor or its official representatives.

12 (e) No person or organization may charge an individual a fee for the placement or referral of  
13 the individual in or to a workforce investment activity training program

14 (f) No funds provided under the Act shall be used for employment generating activities,  
15 economic development and other similar activities, investment in revolving loan funds,  
16 capitalization of businesses, investment in contract bidding resource centers, and similar  
17 activities that are not directly related to training for eligible individuals under the WIA. Nor shall  
18 any funds from this agreement are used for foreign travel.

19 (g) No funds under the Act may be used for Public Service Employment (PSE), except to  
20 provide disaster relief employment.

21 (h) Non-discrimination

22 1) The Contractor will comply with the nondiscrimination and equal opportunity provisions  
23 of WIA sec. 188 and it's implementing regulations.

24 2) No part to this Agreement or any sub-agreement or sub-contract shall discriminate or  
25 retaliate against any person, or deny to any person, a benefit to which that person is entitled  
26  
27  
28

1 under the provisions of Federal WIA because such person has filed any complaint, instituted or  
2 caused to be instituted any proceeding under or related to WIA participation, has testified, or is  
3 about to testify in any such proceeding or investigation, or has provided information or assisted  
4 in any investigation.

5 **Section 9.11 Press Releases/Published Announcements**

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

11 **Section 9.12 Assignment**

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

15 **Section 9.13 Standards of Conduct**

16 (a) The Contractor hereby assures that every reasonable course of action will be taken in  
17 administering this Agreement, to maintain the integrity of this expenditure of public funds and to  
18 avoid favoritism and questionable or improper conduct. This Agreement will be administered in  
19 an impartial manner, free from efforts to gain personal, financial or political gain. The Contractor  
20 agrees to conform to the nondiscrimination requirements as referenced in WIA, Section 188.

21 (b) The Contractor agrees to comply with the Americans with Disabilities Act (ADA) of 1990  
22 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, and all  
23 applicable federal and state laws and regulations, guidelines, and interpretations issued hereto.

24 (c) The Contractor shall insure that any of its employees who were formerly employed by  
25 the Economic Development Agency (EDA) in a position that could have enabled such  
26  
27  
28

1 individuals to impact policy regarding or implementation of programs covered by this  
2 Agreement, will not be assigned to any part or phase of the activities conducted pursuant to this  
3 Agreement, for a period of not less than two years following the termination of such  
4 employment.

5 (d) The Contractor shall insure that no relative by blood, adoption or marriage of any  
6 executive or employee of the Contractor, will receive favorable treatment when considered for  
7 enrollment in programs provided by or employment under this Agreement.  
8

9 (e) The Contractor and its employees will be particularly aware of the varying degrees of  
10 influence that can be exerted by personal friends and associates and, in administering the  
11 Agreement, will exercise due diligence to avoid situations which give rise to an assertion that  
12 favorable treatment is being granted to friends and associates. No relative by blood, adoption  
13 or marriage of any executive or employee of the Contractor will receive any favorable treatment  
14 for employment with the Contractor or enrollment into the program funded by this Agreement.  
15

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

19 (f) The Contractor assures that none of its directors, officers, employees or agents shall  
20 participate in selecting or administering any subcontract supported (in whole or in part) by  
21 federal funds where such person is a director, officer, employee or agent of the subcontractor,  
22 or where such person knows or should have known that:

23 1) A member of such person's immediate family or partner or organization has a financial  
24 interest in the subcontract;

25 2) The subcontractor is someone with whom such person has negotiated or is negotiating  
26 any prospective employment; or  
27

28 3) Such person would have a "Financial or Other Interest" in the sub-contract.

1 4) The Contractor hereby assures that it will establish safeguards to prohibit employees  
2 from using a position for a purpose that gives the appearance of being motivated by a desire for  
3 private gain for themselves or others, particularly those with whom they have business or other  
4 ties. Executive officers or employees of the Contractor will not solicit or accept money or any  
5 other consideration from a third person for the performance of an act reimbursed in whole, or in  
6 part, by the Contractor or the County. Supplies, materials, equipment or services purchased  
7 with WIA funds will be used solely for purposes allowed under this Agreement.  
8

9 5) The Contractor assures that no member of its Board, officer or employee or the  
10 Contractor shall have any interest, direct or indirect, in any contract or sub-contract or the  
11 proceeds for work to be performed in connection with this program during his/her tenure as such  
12 employee, officer or member of the Board.  
13

14 6) Prior to obtaining the County approval of any subcontract, the Contractor shall disclose  
15 to the County any relationship, financial or otherwise, direct or indirect, of the Contractor or any  
16 of its officers, directors or employees or their immediate families with the proposed sub-  
17 contractor and its officers, directors or employees.  
18

19 7) The Contractor warrants that it has not paid, and will not pay, to any third person any  
20 money or other consideration for obtaining this Agreement.  
21

22 ***Section 9.14 Integration of Entire Agreement***

23 This Agreement and those documents incorporated herein by reference or attachment are the  
24 entire agreement of the parties and supersede all negotiations, verbal or otherwise and any  
25 other agreements which are hereby rescinded. This Agreement is not intended to, and shall not  
26 be construed to create the relationship of agent, officer, employee, partnership, joint venture or  
27 association between the County and the Contractor. Exhibits 1 through 4 are attached hereto  
28 and incorporated herein by this reference. No verbal commitment or conversation with any  
officer, agent or employee of either party shall affect or modify any of the terms and conditions



1 of this Agreement.

2 **Section 9.15 Signatures**

3 County:

4 Riverside County  
5 Economic Development Agency  
6 Workforce Development Division

Contractor:

University of California Riverside (UCR),  
Riverside Extension

7  
8 \_\_\_\_\_  
9 By: Heidi Marshall  
Title: Director of Workforce Development

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By: Russell A. Lewis  
Title: Director, Material Management

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14 County Counsel Approval  
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**Exhibit 1 Scope of Service**

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2 The Contractor shall provide vocational training for up to three cohorts, not to exceed ten (10)  
3 students in each Purchasing, Logistics, and Supply Chain Management coursework.  
4 Coursework will equate to 192 hours of class attendance at one of the two locations: Palm  
5 Desert and Riverside Campus.  
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**Payment Schedule**

| <b>Plan</b>                   | <b>Payment Schedule</b> | <b>Payable dates</b>   |
|-------------------------------|-------------------------|--|
| Enrollment of 20 students     | \$3,950 per student     | Due upon WIA enrollment is verified by Fiscal and with invoice |
| <b>Total Contract Amount:</b> |                         | <b>\$79,000</b>  |

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Workforce Investment Act Internet and Other Resources

| Agency   | Web Site  |
|--|---|
| Riverside County Economic Development Agency/Workforce Development Division/Policies | <a href="http://www.rivcoworkforce.com/ProgramResources/Policies.aspx">http://www.rivcoworkforce.com/ProgramResources/Policies.aspx</a>             |
| Riverside County Board of Supervisors  | <a href="http://www.countyofriverside.us/government/boardofsupervisors.html">http://www.countyofriverside.us/government/boardofsupervisors.html</a> |
| Department of Labor Employment Administration  | <a href="http://www.doleta.gov">http://www.doleta.gov</a>   |
| Employment Development Department  | <a href="http://www.edd.ca.gov/">http://www.edd.ca.gov/</a>   |
| National Association of Counties   | <a href="http://www.naco.org">www.naco.org</a>  |
| National Governor's Association  | <a href="http://www.nga.org">www.nga.org</a>  |
| U.S. Chamber of Commerce   | <a href="http://www.uschamber.org">www.uschamber.org</a>  |
| Small Business Administration  | <a href="http://www.sba.gov/">www.sba.gov/</a>  |
| System for Award Management  | <a href="https://www.sam.gov/portal/public/SAM/">https://www.sam.gov/portal/public/SAM/</a>   |

| Internet Resources  | Web Site  |
|---|---|
| National Archives and Records Administration site for the Code of Federal Regulations. Provides links to specific regulations, Federal Register Notices, public laws and Privacy Act issuances. | <a href="http://www.archives.gov/index.html">http://www.archives.gov/index.html</a> |
| General Accounting Office (GAO) web site. Provides links to a financial audit manual, Comptroller General decisions and GAO audit reports.  | <a href="http://www.gao.gov">http://www.gao.gov</a>                                 |
| Office of Management and Budget (OMB) web site. Provides links to all OMB circulars, compliance supplements and OMB policy.   | <a href="http://www.whitehouse.gov/OMB">http://www.whitehouse.gov/OMB</a>           |

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|----|--|---|
| 1  | OMB site provides an index of all OMB circulars    | <a href="http://www.whitehouse.gov/omb/circulars_default">http://www.whitehouse.gov/omb/circulars_default</a>   |
| 2  | categorized by subject area. Provides links to     |   |
| 3  | actual circulars.                                  |   |
| 4  | Department of Labor's (DOL) Office of              | <a href="http://www.dol.gov/oasam">http://www.dol.gov/oasam</a>   |
| 5  | Administrative Support and Management              |   |
| 6  | (OASAM). Provides links to DOL regulations for     |   |
| 7  | OMB circulars.                                     |   |
| 8  | DOL/OASAM Indirect Cost Rate Determination         | <a href="http://www.dol.gov/oasam/programs/boc/costdeterminationguide/main.htm">http://www.dol.gov/oasam/programs/boc/costdeterminationguide/main.htm</a> |
| 9  | Guide  |   |
| 10 |  |   |
| 11 | Department of Health and Human Services site for   | <a href="http://www.dol.gov/oasam/boc/dcd/state-guide.htm">http://www.dol.gov/oasam/boc/dcd/state-guide.htm</a>   |
| 12 | ASMB-10, Implementation Guide for Circular A-87    |   |
| 13 | Treasury Department financial information site.    | <a href="http://www.fms.treas.gov">http://www.fms.treas.gov</a>   |
| 14 | Provides links to other financial resource pages   |   |
| 15 | Federal Inspectors General site. Contains audit    | <a href="http://www.ignet.gov">http://www.ignet.gov</a>   |
| 16 | requirements, standards, and links to other audit- |   |
| 17 | related sites.                                     |   |
| 18 | DOL. Employment and Training Administration        | <a href="http://www.doleta.gov">http://www.doleta.gov</a>   |
| 19 | (ETA) site.  |   |

| <b>Circulars and Regulations</b> | <b>Cost Principles</b>  |
|----------------------------------|---|
| OMB Circular A-21                | Cost Principles for Institutions of Higher Education            |
| OMB Circular A-87                | Cost Principles for State, Local, and Indian Tribal Governments |
| OMB Circular A-122               | Cost Principles for Non-profit Organizations                    |
| <b>Regulations</b>               |   |

|    |   |   |
|----|---|---|
| 1  | 48 CFR Part 31                            | Cost Principles for Commercial              |
| 2  |   | Organizations                               |
| 3  | <b>Administrative Requirements</b>        |   |
| 4  | 29 CFR Part 95                            | Uniform Administrative Requirements for     |
| 5  |   | Institutions of Higher Education, Hospitals |
| 6  |   | and other Non-profit Organizations and      |
| 7  |   | Commercial Organizations (OMB Circular      |
| 8  |   | A-102)                                      |
| 9  | 29 CFR Part 97                            | Uniform Administrative Requirements for     |
| 10 |   | State, Local and Indian Tribal              |
| 11 |   | Governments (OMB Circular A-102)            |
| 12 | <b>Audit Regulations and Requirements</b> |   |
| 13 | 29 CFR Part 96                            | Department of Labor Audit Resolutions       |
| 14 | 29 CFR Part 99                            | Audit Requirements for Recipients of        |
| 15 |   | Federal Financial Assistance (OMB           |
| 16 |   | Circular A-133)                             |
| 17 | OMB Circular A-50                         | Audit Follow-up                             |
| 18 | <b>Miscellaneous Provisions</b>           |   |
| 19 | 29 CFR Part 93                            | Department of Labor Lobbying                |
| 20 |   | Regulations                                 |
| 21 | 29 CFR Part 98                            | Department of Labor Debarment and           |
| 22 |   | Suspension Regulations                      |
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1 **Exhibit 4 Resource List for Applicable Laws, Rules and Regulations**

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

5 The Workforce Investment Act Final Rule – 20 CFR Part 652, et al., August 11, 2000

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

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

10 County of Riverside WIA policies as set forth in the Request for Proposal for WIA Youth  
11 Program for Period: 07/01/13-06/30/16, issued 02/04/13.

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

14 29 CFR Part 93, Lobbying restrictions and costs prohibited, including costs of salaries or  
15 expense related to any activity designed to influence legislation or appropriations pending  
16 before the Congress of the United States.

17 **Age Discrimination in Employment Act** (1967) makes it unlawful for an employer with 20 or  
18 more employees to discriminate against individuals that are 40 years or older, with respect to  
19 hiring, compensation, terms, conditions and privileges of employment on the basis of age. The  
20 Act is enforced by the Equal Employment Opportunity Commission.

21 **Americans with Disabilities Act** (1990) makes it unlawful for an employer, with 15 or more  
22 employees, to discriminate against qualified individuals with disabilities with respect to hiring,  
23 compensation, terms, conditions, and privileges of employment. The Act is enforced by the  
24 Equal Opportunity Commission.

25 **Anti-Kickback Act** (1986) is defined to mean any money, fee, commission, credit, gift, gratuity,  
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1 thing of value, or any compensation of any kind provided, directly or indirectly to any contractor,  
2 contractor employee, subcontractor or subcontractor employee for the purpose of improperly  
3 obtaining or rewarding favorable treatment in connection with a contract or in connection with a  
4 subcontract relating to a contract. The Act is enforced by the Federal Acquisition Regulations  
5 (FAR 52.203-7).

6  
7 **Child Support Compliance Act:** In accordance with the Child Support Compliance Act, the  
8 Contractor recognizes and acknowledges:

9 1. The importance of child and family support obligations and shall fully comply with applicable  
10 state, and federal laws relating to child and family support enforcement, including, but not  
11 limited to, disclosure of information and compliance with earnings assignment orders. Reporting  
12 requirements are provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9  
13 of the Family Code, State Assembly Bill 196, Chapter 478/1999, State Senate Bill 542  
14 (expanded reporting requirements), and Chapter 480/1999 that added Section 1088.8 to the  
15 Unemployment Insurance Code.

16  
17 2. That to the best of its knowledge is fully complying with the earnings assignment orders of all  
18 employees and is providing the names of all new employees to the New Employee Registry  
19 maintained by the California Employment

20 **Civil Rights Act** (1991) amended the 1964 Act, and the Americans with Disabilities Act (ADA)  
21 to allow compensatory and punitive damages, but places caps on the amounts that can be  
22 awarded. The Act also provides for jury trials in suits brought under these laws. In addition;  
23 during the performance of this subgrant/contract, Subgrantee/Contractor and subcontractors  
24 shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant  
25 for employment because of sex, race, color, ancestry, religious creed, national origin, physical  
26 disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40),  
27 marital status, pregnancy disability and denial of family care leave. Subgrantees/Contractors  
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1 and sub-contractors shall insure that the evaluation and treatment of their employees and  
2 applicants for employment are free from such discrimination and harassment.

3 Subgrantee/Contractor and sub-contractor shall comply with the provisions of the Fair  
4 Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable  
5 regulations promulgated thereunder (California Code of Regulations, Title 2, and Section 7285.0  
6 et seq.). The applicable regulations of the Fair Employment and Housing Commission  
7 implementing Government Code, Section 12990 (a-f), set forth in Chapter 5, Division 4 of Title 2  
8 of the California Code of Regulations are incorporated into this subgrant/contract or its  
9 subcontractors shall give written notice of their obligations under this clause to labor  
10 organizations with which they have a collective bargaining or other agreement.  
11

12 **Confidentiality Requirements** The State of California and the Subgrantee will exchange  
13 various kinds of information pursuant to this agreement. That information will include data,  
14 applications, program files, and databases. These data and information are confidential when  
15 they define an individual or an employing unit. Confidential information requires special  
16 precautions to protect it from unauthorized use, access, disclosure, modification, and  
17 destruction. The source of information may include, but are not limited to, the Employment  
18 Development Department, the California Department of Social Services, the California  
19 Department of Education, the County Welfare Department (s), the County IV-D Directors Office  
20 of Child Support, the Office of the District Attorney, the California Department of Mental Health,  
21 the California Office of Community Colleges and the Department of Alcohol and Drug Programs.  
22

23 **Davis-Bacon Act** (1931) applies to federal construction and repair contracts over \$2,000. The  
24 Act requires contractors to pay their employees a specific minimum wage prevalent for similar  
25 work in a specific geographic area. The Wage and Hour Division of the Department of Labor  
26 enforce the Act.  
27

28 **Debarment and Suspension Certification:** By signing this agreement, the Contractor hereby

1 assures and certifies that the Contractor will comply with the regulations implementing  
2 Executive Order 12549, Debarment and Suspension, 29 CFR Part 98.510, that the Contractor,  
3 to the best of its knowledge and belief, that its principals:

4 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or  
5 voluntarily excluded from covered transactions by any federal department or agency;

6 2. Have not within a three-year period preceding this Agreement been convicted of or had  
7 a civil judgment rendered against them for commission of fraud or a criminal offense in  
8 connection with obtaining, attempting to obtain, or performing a public (federal, State or local)  
9 transaction or contract under a public transaction, violation of federal or state antitrust statutes,  
10 or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of record,  
11 making false statements, or receiving stolen property;

12 3. Are not presently indicted for or otherwise criminally or civilly charged by a government  
13 entity (federal or state or local) with commission of any of the offenses enumerated in paragraph  
14 2 above;

15 4. Have not within a three (3) year period preceding this Agreement had one or more public  
16 Transactions (federal state or local) terminated for cause of default;

17 5. When the prospective primary Contractor or sub-contractor where applicable, is unable to  
18 certify to the foregoing certification such Contractor or Subcontractor will provide an explanation  
19 to the County prior to execution of this Agreement.

20  
21 **Drug Free Workplace:** By signing this agreement, the Contractor hereby assures and certifies  
22 that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990  
23 (Government Code Section 8350 et seq. And 29 CFR Part 98) and will provide a drug-free  
24 workplace by taking the following actions:

25  
26 1. Publish a statement notifying employees that unlawful manufacture, distribution,  
27 dispensation, possession, or use of a controlled substance is prohibited and specifying actions  
28

1 to be taken against employees for violations, as required by Government Code Section 8350(a).

2 2. Establish a Drug-Free Awareness Program as required by Government Code Section  
3 8355 (b) to inform employees about all of the following:

- 4 • The dangers of drug abuse in the workplace;
- 5 • The person's or organization's policy of maintaining a drug free workplace;
- 6 • Any available counseling, rehabilitation and employee assistance programs; and
- 7 • Penalties that may be imposed upon employees for drug abuse violations

8  
9 3. Provide, as required by Government Code Section 8355©, that every employee who  
10 provides services under this Agreement will:

- 11 • receive a copy of the company's drug-free policy statement; and
- 12 • agree to abide by the terms of the company's statement as a condition of employment.

13 **Employee Polygraph Protection Act (1988)** makes it unlawful for an employer to require,  
14 request, suggest, or cause an employee or applicant to submit to a lie detector test. In addition,  
15 it prohibits the employer from threatening or taking any adverse employment action against an  
16 employee or applicant who refuses to take a lie detector test. The Act is enforced by a private  
17 right of action in the federal district courts.

18  
19 Environmental Protection Regulations under the:

20 1. **Clean Air & Water Act:** The Contractor ensures that it complies with all applicable  
21 standards, order, or requirements under section 306 of the Clean Air Act (42) U.S. C. 1857(h),  
22 section 508 of the Clean .Water Act (33 U.S.C. 1368), Executive Order 11738, and the  
23 Environmental Protection Agency regulations (40 CFR part 15). The authorized representative,  
24 in signing this Agreement, certifies that he/she has read and that his/her agency is in  
25 compliance with all terms.

26  
27 2. **Energy Policy and Conservation Act** (pub. L. 94-163), County requires Contractor  
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1 shall ensure that his/her agency is in compliance with all applicable standards, order, or  
2 requirements. The authorized representative, in signing this Agreement, certifies that he/she  
3 has read and that his/her agency is in compliance with all terms.

4 **Executive Order 11246** (1965, amended 1996) prohibits job discrimination by employers  
5 holding federal contracts or subcontracts on the basis of race, color, sex, national origin or  
6 religion and requires affirmative action to ensure equality of opportunity in all aspects of  
7 employment. The Order is enforced by the Office of Federal Compliance Contract Programs of  
8 the Department of Labor.

9  
10 **Executive Order 12549** – Government-wide debarment and suspension (non-procurement),  
11 and Government-wide requirements for drug free workplace (grants) protects the public interest  
12 and conducts business only with responsible persons.

13 **Fair Labor Standards Act** (1938) provides minimum wage and overtime requirements. Under  
14 FLSA, all non-exempt employees are entitled to cash overtime for all hours worked over 40 in a  
15 workweek. The Act, as amended by the Minimum Wage Increase Act of 1996, is enforced by  
16 the Wage and Hour Division of the Department of Labor and private lawsuits.

17  
18 **Family and Medical Leave Act** (1991) requires that employers, with 50 or more employees,  
19 provide up to 12 weeks of unpaid leave, with any 12-month period, to employees for the care of  
20 a newborn or adopted child, for the care of a seriously ill family member, or for treatment and  
21 care of the employee's own serious medical condition. The Act is enforced by the Wage and  
22 Hour Division of the Department of Labor.

23 **Hatch Act** (1939, amended in 1993) applies to political activity of certain state and local  
24 government employees who are employed by state or local executive agencies in connection  
25 with programs financed in whole or in part by federal loans or grants. Some statutes make Act  
26 provisions applicable to persons employed by private, non-profit organizations that plan,  
27 develop and coordinate Head Start and certain other types of federal assistance. The Act is  
28

1 enforced by the U.S. Office of Special Counsel.

2 **Immigration Reform and Control Act** (1986) requires employers to verify that applicants for  
3 employment is authorized to work in the United States. The Act provides civil and criminal  
4 penalties for knowingly employing unauthorized aliens and prohibits discrimination based on  
5 national origin or citizenship if the alien is authorized to work. The Act is enforced by the  
6 Department of Justice and the Immigration and Naturalization Service.

7 **Jobs for Veterans Act** (Public Law 107.288): By signing this agreement, the Contractor hereby  
8 assures and certifies that it will comply with the provisions of this Act and establish a priority for  
9 service for veterans (and some spouses) who otherwise meet the eligibility requirements for  
10 participation in the program.

11 **Labor-Management Reporting and Disclosure Act** (Landrum-Griffin Act of 1959) establishes  
12 a set of rights for employees who are members of unions. They include the right to vote, attend  
13 meetings, meet and assemble with other members, and freely express views and opinions.

14 This Act is enforced by the Office of Labor Management Standards of the Department of Labor.

15 **Lobbying Restrictions:** By signing this Agreement the Contractor hereby assures and certifies  
16 that it will comply with the lobbying restrictions that are codified in the DOL regulations at 29  
17 CFR Part 93.

18  
19 • No federal appropriated funds have been paid or will be paid, by or on the behalf of the  
20 undersigned, to any person for influencing or attempting to influence an officer or employee of  
21 an agency, Member of Congress, an officer or employee of Congress, or an of a Member of  
22 Congress, in connection with this Agreement, grant loan, or cooperative agreement, and the  
23 extension, continuation, renewal, amendment, or modification or any federal contract, grant,  
24 loan or cooperative agreement.

25  
26 • If any funds other than federal appropriated funds have been paid or will be paid to any  
27 person for influencing or attempting to influence an officer or employee of any agency, a  
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1 Member of Congress, an officer or employee of Congress. Or an employee of a Member of  
2 Congress, in connection with this federal contract, grant loan and cooperative agreement, the  
3 undersigned shall complete and submit Standard Form LLL, Disclosure to Report Lobbying". In  
4 accordance with its instruction.

5  
6 • The undersigned shall require that the language of this certification be included this  
7 Agreement if the Agreement includes compensation over \$100,000 (per OMB) at all tiers  
8 (including sub-contractors) under this Agreement and that all sub-contractors shall certify and  
9 disclose accordingly.

10 • This certification is a material representation of fact upon which reliance is placed when  
11 this Agreement is executed. Submission of this certification is a prerequisite for making or  
12 entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who  
13 fails to file the required certification shall be subject to a civil penalty of not less than \$10,000  
14 and not more than \$100,000 for each failure.

15  
16 **Military Selective Service Act** shall be insured by the Secretary that each individual  
17 participating in any WIA program or receiving any assistance or benefit under this chapter has  
18 not violated section three (50 U.S.C. App. 453) by not presenting and submitting to registration  
19 as required pursuant to such section. The Director of the Selective Service System shall  
20 cooperate with the Secretary in carryout out this section.

21 **National Labor Relations Board:** The Contractor (if not a public entity), by signing this  
22 Agreement, certifies that no more than one final unappealable finding of contempt of court by a  
23 federal court has been issued against the Contractor within the immediately preceding two-year  
24 period because of Contractor failure to comply with an order of a federal court which orders the  
25 Contractor to comply with an order of the National Labor Relations Board.

26  
27 **Occupational Safety and Health Act (1970)** requires all employers to provide a work place  
28 that is free from recognized hazards that cause, or are likely to cause, death or serious physical

1 harm to employees. The Act also establishes the Occupational Safety and Health  
2 Administration that is responsible for promulgating workplace safety standards and regulations  
3 for various industries. The Act is enforced by the Occupational Safety and Health  
4 Administration.

5 **Older Workers Benefit Protection Act** (1990) makes it unlawful for an employer to  
6 discriminate with respect to employee benefits based on age. It also regulates early retirement  
7 incentive programs. The Act is enforced by the Equal Employment Opportunity Commission.  
8

9 **Political Reform Act** (of 1974, amended in 1996) requires each state and local agency to adopt  
10 a conflict of interest code. Conflict of interest codes are required to prohibit officials of any state  
11 or local government agency from making, participating or in any way attempting to use their  
12 official position to influence a governmental decision in which the official knows or has reason to  
13 know that he or she has a financial interest.

14 **Pregnancy Discrimination Act** (1978) makes it unlawful for an employer to discriminate based  
15 on pregnancy or childbirth. The Act is enforced by the Equal Employment Opportunity  
16 Commission.  
17

18 **Single Audit Act** (of 1984 and amended in 1996 as Public Law 104-156) extends the Act to  
19 cover non-profit organizations under OMB Circular A-133 to include Higher Education and Other  
20 Non-profit Organizations. The Act raised auditing limits to \$300,000 and authorizes an  
21 adjustment every two years.

22 **Subrecipient** As described in 29CFR 99.210 a subrecipient is a legal entity to which a  
23 subaward is made and which is accountable to the recipient for use of the funds provided.

24 Characteristics of a subrecipient are when the organization receiving a Federal award performs  
25 the following activities:

- 26 • Determines Eligibility for the Program,
- 27 • Has its performance measured against the objectives of the Federal program,
- 28

- 1 • Has responsibility for programmatic decision making,
- 2 • Has responsibility for adherence to applicable program compliance requirements (for
- 3 example, federal regulations) and
- 4 • Uses Federal Funds to carry out a program of the organization as opposed to providing
- 5 goods or services for a program.

6 **Title VII of the Civil Rights Act** (1964) makes it unlawful for an employer, with 15 or more  
7 employees, to discriminate against individuals with respect to hiring, compensation, terms,  
8 conditions and privileges of employment on the basis of race, color, religion, national origin or  
9 sex. Title VII is enforced by the Equal Employment Opportunity Commission.

10 **Vietnam Era Veteran's Readjustment Assistance Act** (1974) makes it unlawful for employers  
11 to discriminate against veterans of the Armed Forces in their employment practices. It also  
12 provides veterans with certain reemployment, seniority, health benefit, and pension rights with  
13 respect to prior employment. The Act is enforced by the Office of Veterans Employment and  
14 Training of the Department of Labor.

15 **Whistleblower Protection Statutes** (1989) protect employees of financial institutions and  
16 government contractors from discriminatory and retaliatory employment actions because of  
17 reporting violations of the law to federal authorities. The Act is enforced by the Wage and Hour  
18 Division of the Department of Labor.  
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