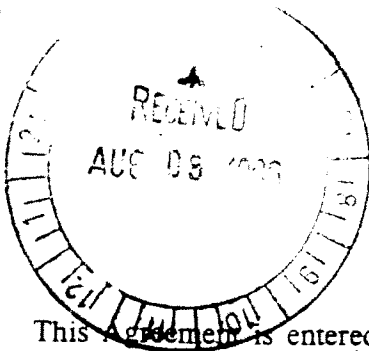




County File Number: 96-821
JTPA Agreement No.: A90D325-61

COUNTY OF SAN BERNARDINO AGREEMENT
JOBS AND EMPLOYMENT SERVICES DEPARTMENT
AGREEMENT SIGNATURE SHEET

This Agreement is entered into by the County of San Bernardino, hereinafter referred to as the "JTPA Service Delivery Area" and the City of Redlands hereinafter referred to as the "Contractor." This Agreement is to provide for the operation of program(s) which provide training and/or employment and/or services for participants under the Job Training Partnership Act of 1982, as amended in November 1992, and any regulations which may replace or amend JTPA.

The Contractor agrees to abide by and adhere to all provisions of this Agreement. The Service Delivery Area agrees to reimburse the Contractor in accordance with the terms and conditions of this Agreement for allowable expenses incurred to the extent that such expenses are described herein and are incurred within the period of this Agreement and/or are allowable under current policies and regulations of the Act, the State of California and the County JTPA Service Delivery Area.

CONTRACT AMOUNT: \$ 80,000

PROJECT NAME: Summer Youth Employment Training Program (SYETP)

PERIOD OF AGREEMENT:

5/9/96 / 9/30/96

Beginning Date

Ending Date

SDA: COUNTY OF SAN BERNARDINO

CONTRACTOR

APPROVED AS TO FORM:

By: Marsha Turoci

By: Gary M. Luebbers

By: L. Thomas Krahelski

Date: AUG 27 1996

Date: August 6, 1996

Date: 8/13/96

Name: MARSHA TUROCI

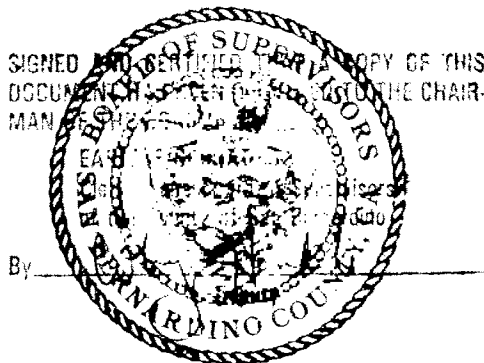
Name: Gary M. Luebbers

Name: L. THOMAS KRAHELSKI

Title: Chairman of the Board of Supervisors

Title: City Manager

Title: Deputy County Counsel



Reviewed for Processing:

By: Deputy Wilson

Date: Aug 19, 1996

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AGREEMENT SUMMARY

FUNDED AGENCY

Name: City of Redlands

Street: 35 Cajon St., #30, P.O. Box 3005

City/Zip Code: Redlands 92373

Program Director: Karen Olsen

Phone Number: (909) 798-7514

Contact Person: Same

Phone Number: Same

SDA SERVICE AREAS

(represent areas where the services are provided)

☐ A-1 West Valley areas

☐ A-2 Central Valley & Mountain areas

☒ A-3 East Valley and Low Desert areas

☐ A-4 High-Desert areas

LENGTH OF FINANCIAL AGREEMENT

(allowable period under which costs may be incurred)

From: 5/9/96

To: 9/30/96

Program Activity (check items that are applicable)

(Rev. 1/95)

☒ A - Assessment/Intake Activity

☒ B - Basic Ed/Remedial Education

☐ C -

☐ D -

☐ E - Education for Employment (youth)

☐ F - Vocational/Skills Training

☐ G - Customized/Industry Specific

☐ H - Job Specific Skills (youth)

☐ I -

☐ J - On-the-Job Training (OJT)

☐ K -

☐ L - Limited Internship (youth)

☐ M - Case Management (SDA)

☐ N - Individual Skills Training

☐ O -

☒ P - Pre-employment Skills/Work
Maturity Skills (youth)

☐ Q - School-to-Work

☐ R - Rapid Response/Basic Readjustment
(EDWAA)

☐ S - Supportive Services/NBP

☐ T - Job Dev/Job Club/Placement

☐ U -

☐ V - Voc. Exploration Skills

☒ W - Work Experience

☐ X - Entry Emp. Exp. (youth)

☒ Y - Work Exp/Remedial Ed/Pre-Emp-
Work Maturity Skills (SYETP)

☐ Z

PLANNED PROGRAM DIMENSIONS

	YOUTH 14-21
Total Enrollments	40
Terminations include:	
• Completed Training	36
• Not Completed Training	4

CERTIFICATION

A. Chief Officials/Officers of the Board of Directors (list names and titles)

1. Swen Larson, Mayor
2. Pat Gilbreath, Mayor Pro Tem
3. William E. Cunningham, Councilmember
4. Gilberto Gil, Councilmember
5. Geni A.S. Banda, Councilmember

B. Chief Fiscal Officer, Bookkeeper or Accountant:

Name: Steve Chapman, Finance Director

Address: P. O. Box 3005, Redlands, CA 92373

Phone: (909) 798-7543

C. Date this Organization was founded:

Month: December Day: 3 Year: 1888

D. State ID Number: 800-9833-8
95-6000-766

Federal ID Number:

This is to certify that the above information is true, complete, and correct and that

Gary Luebbers, City Manager

(Name of Contract Signatory Official)

City of Redlands

Organization

of

is legally authorized by its governing body to enter into this Agreement and other related transactions on its behalf.

ATTEST:

Lorrie Poyzer, City Clerk

Swen Larson

Signature of Board Member

Swen Larson, Mayor
Name & Title

P. O. Box 3005, Redlands, CA 92373
Address

(909) 798-7533
Telephone

I. GENERAL DESCRIPTION

(Briefly describe the training program, including a statement of work to be performed and specific features of the program. Test must be specific, concise and clear. Activities under SYETP shall be a combination of work-based training and classroom-based training. Work-based training includes Work Experience. Classroom-based Training shall include Pre-Employment/Work Maturity Skills, Basic Education Skills, Citizenship Skills, etc. Completion of an Objective Assessment and development of an Individual Service Strategy (ISS) for participants must also be described.

The City of Redlands 1996 Summer Youth Employment Program is designed to enhance the basic educational skills of youth, encourage school completion or enrollment in supplementary or alternative school programs, provide eligible youth with exposure to the world of work, and enhance citizenship skills. Participants will be youths, ages 16-21, who meet the eligibility criteria as defined by the Job Training Partnership Act.

Our 1996 program will focus on youth, with a special emphasis on those aged 16-21 years. The City of Redlands plans to provide forty (40) job slots for JTPA-eligible participants from the Redlands Unified School District service area. Ten (10) weeks of average training is programmed for each participant. Participants will earn the wage of \$4.50 per hour, effective the first day of enrollment, and will be paid for the actual number of hours in training.

The City of Redlands assures that it will comply with JTPA Section 141 (a) and focus on the "most in need" who can benefit from the training program. The 1996 program will target dropouts and potential dropouts. This population traditionally slips through the educational crack and into the welfare system.

An Objective Assessment will be prepared to assist youths in reviewing of academic, occupational skills, employability, interests and career goals. In the process, various instruments, including the Work Maturity Survey, COIN (Vocational inventory) and the CASAS assessment test for Math and Reading are utilized. School administered and approved proficiency exams will be accepted as verification of proficiency levels of some participants. Only those students requiring remedial training will participate in the remedial program. Participants will receive orientation that includes program goals, health/safety, on-site training and math and reading education (where applicable). Each program participant will be consulted by the Program Coordinator as to areas of career interest as part of the Individual Service Strategy for each participant. Participants will be assigned to related positions within a variety of occupations, i.e. maintenance, recreation, custodial, water distribution, Police Department, streets and park maintenance and office/clerical.

A post-test will be given to each participant under remediation training. A copy of the pre-test and post-test will be maintained in the program file.

The Program Coordinator will provide overall supervision and guidance to participants, including regularly scheduled worksite visitations and evaluations of participants to ensure participant needs are being met.

II. PROGRAM SPECIFICATIONS:

1. Worksites to be selected for Work Experience in SYETP must be Public Agencies or Private Nonprofit Agencies. Work Experience is short-term or part-time assignment designed to develop basic job skills and good work habits for individuals who have never worked, or have been out of labor force for an extended period of time.
 - a. Duration of work experience in the public or private nonprofit agencies has no hour limit. The need for WE, along with the number of hours, must be justified in the case file and documented in the Individual Service Strategy (ISS).
 - b. Pre-Employment/Work Maturity Skills cannot exceed 200 hours.
2. In-school youth can be enrolled in the program once the school has officially recessed for the summer and must be terminated from SYETP prior to the opening day for the fall semester. This definition does not apply to the Out-of-School youth and/or schools operating on a year-round, full-time basis.
3. Out-of-school Youth can be enrolled in the program beginning May 1st or thereafter, and must be terminated from the program on/or before September 30th, or on/or before the terminating date of the contract, whichever comes first.
4. Students attending schools that operate on a year-round, full-time basis, can be enrolled in the program during vacation period treated as the equivalent of a summer vacation; however, the contract period will prevail and no students in year-round school can be enrolled prior to the commencing date, and/or remain in the program beyond the terminating date of the contract.

NOTE: For more details, the Contractor should refer to Field Memo SB 94-29 of 9/28/94 which provides definition of In-School and Out-of-School.

III. ESSENTIAL PROGRAM ELEMENTS

Describe the method of accomplishment of each area listed below. If another agency is directly involved in the process, describe the extent of involvement.

1. **OUTREACH/RECRUITMENT:** (Note: In-school, Out-of-School, Private School Students and all Eligible Youth can be served); describe:
Flyers and personal contact with Housing Authority Representative at both Brockton and Lugonia Projects. Information flyers will be developed and posted at various public places, (e.g., low-income housing sites, Redlands Community Center, YMCA, YWCA, Orangewood Continuation School and throughout the Redlands Unified School District. News Releases will be distributed to the various media.

III. ESSENTIAL PROGRAM ELEMENTS (continued)

2. **OBJECTIVE ASSESSMENT:** (Each participant must be provided with an objective assessment of his/her basic skills and supportive service needs. This may include review of academic, occupational skills, prior work experience, employability, interests and aptitudes); describe:

Objective Assessment is a multiple-step process. CASAS instrument will be utilized for academic assessment in Math and Reading; school's proficiency exams will also be accepted; SDA's Work Maturity Skills Survey and the COIN instrument are utilized for other areas of assessment. Post-testing will be included.

3. **INDIVIDUAL SERVICE STRATEGY¹:** (formerly EDP; individual plan which shall include an employment goal, appropriate achievement objectives, and appropriate sequence of services for participants); describe:

Based upon the assessment, each participant will be consulted by the Program Coordinator regarding areas of career interest to begin to develop the Individual Service Strategy for each participant. The ISS will serve as a career guide which also defines a training plan, objectives to be achieved and sequence of services for participant. Recommendations for additional services will be made, if necessary.

4. **INTAKE PROCESS:** Intake eligibility will be performed by the Contractor. The Contractor makes preliminary determination of eligibility, initiates and prepares all required JTPA forms, including the Client Application/Registration (ERF Form), the Referral/Enrollment (EEF form); the Status Change (ESFa form) and the Placement Information (ESFb form), when applicable. The SDA Intake Personnel shall review and make final determination of client eligibility and execute/sign the required JTPA forms.

5. **ORIENTATION:** Participants and Worksite Supervisors will be given orientation in regard to program goals, work assignment and schedule, labor laws, attendance, accident report, civil rights, health and safety, cause for termination, etc. Participant and Supervisor handbooks or any similar materials will be distributed to all persons involved, using the SDAs sample guide.

6. **COUNSELING (describe):**

The Program Coordinator will visit the worksite on a regular basis and conduct evaluations of participants to ensure participants' needs are being met.

If a situation arises wherein a participant is obviously mismatched, efforts will be made to reassign that participant to one of the other available job sites. The Program Coordinator will provide counseling for students on a one-on-one basis for any problem that may arise during the program.

¹A recent assessment and Individual Service Strategy conducted by other non-JTPA agencies (JOBS, regular high school academic program, etc.) which is completed within 1 year of application for services may be used to comply with requirements described in Paragraph 2 and 3 above.

III. ESSENTIAL PROGRAM ELEMENTS (continued)

7. **SUPPORTIVE SERVICES/NEEDS-BASED PAYMENT:** (if funds are allocated in the contract, the Contractor shall review/approve/provide and pay those services. Needs for Supportive Services/Needs-Based Payments should be recorded in the Objective Assessment; follow the procedural rules on Supportive Services/Needs-Based Payments; describe:

Supportive Services will be executed in accordance with the procedural rules adopted by the Department.

Documentation supporting payment made for Supportive Services is on files at the Contractor's office.

IV. PROGRAM POLICIES/PROCEDURES

1. **ELIGIBILITY FOR SERVICES:** An individual is eligible to participate in SYETP if such individual is:
- a. age 14 through 21
 - b. economically disadvantaged, or eligible for FREE meals under the National School Lunch Act during the most recent school year.

Additionally, the Contractor assures that it shall provide training and employment opportunities to those who can benefit from, and who are most in need of, such opportunities and shall make efforts to provide equitable services among substantial segments of the population (JTPA §141a).

CAUTION: The "10% window provision" which authorizes the non-economically disadvantaged to participate in JTPA training programs does NOT apply to SYETP.

2. **INSURANCE REQUIREMENTS:** (In accordance with Labor Standards, the Comprehensive Liability and Workers' Compensation Insurance coverage must be made available with respect to injuries suffered by participants and staff personnel; for more details, refer to Attachment 3). Describe:
- The Comprehensive Liability and Workers' Compensation Insurance coverage is provided for participant, using funds provided by this SYETP Contract. Certificate of Insurance is on file at the Contractor's office, with a copy sent to the Department, for files.
3. **PROGRAM MANAGEMENT:** (systems designed for apprising program management of both programmatic and fiscal performance on a regular basis. Indicate the type and frequency of reports, meetings, conferences, or other methods in program management); describe:

The SYETP Program Coordinator will meet weekly with Project Director to evaluate program development. Written reports are kept on file as documentation for future reference.

A monthly budget report will be requested from the Finance Department, reflecting expenditures, beginning and current balance.

4. **ACCOUNTING and INTERNAL CONTROLS:** (systems that may include Accounting Principles and Practices, Maintenance of Records, Transactions/Financial Reports, Claims for Reimbursement, Internal Control Structure to assure compliance with laws, regulations and contracts); describe:

- Proper accounting practices will be implemented to ensure the accountability of all funds received and expended or disbursed under this Contract. Records supporting financial transactions are maintained in file.
- Request for Reimbursement will be prepared and submitted before the tenth (10th) working day of each month to claim the actual expenditures incurred during the previous month(s).
- Internal control structure will be implemented to prevent fraud, misuse of funds and to assure compliance with laws, regulations, grants and contracts.

5. **COST ALLOCATION PLAN** (method to ensure funding source is fairly charged; or the process of distributing costs or services to a number of other programs, grants, funding sources; plan must be submitted and on file at SDAs office); describe:

The City of Redlands has a cost allocation plan in effect to prevent improper charging of funds and to ensure the expenses are distributed appropriately to various contracts, grants, funding sources and cost categories. A copy of the plan is maintained on file.

6. **WORKSITE AGREEMENT:** (for work-based training, a Worksite Agreement must be developed and signed by the Contractor and the Worksite Operator); describe:

- The Contractor is responsible to conduct pre-monitoring and evaluation of worksites, based on the nature of the training provided and the career interests of the participants. The Department reserves the right to reject/withdraw any worksite if it does not meet qualifications for worksite selection.
- The Contractor shall maintain on file a copy of Worksite Agreement between both parties, with one (1) copy forwarded to the Department, and one (1) copy each given to the Worksite Supervisor and the Participant.

7. **PROGRAM INCOME or AVERAGE DAILY ATTENDANCE FUNDS:** (Indicate whether or not the program will generate any ADA funds, revenue, or income. If so, include estimated amount and source. ADA funds must be used primarily for teacher's salary. JTPA funds can only be used to supplement/support the teacher's salary when ADA funds are not available and/or are not enough); describe:

No gross or net revenue will be generated as a result of this contract.

8. **GRIEVANCE PROCEDURE:** (Internal procedures to be used for resolving grievances or complaints, including the specific steps a participant must follow, and the time limits for resolution. The Contractor can use the sample form provided by the Department, or use the guide shown below); describe:

- | | |
|---|---|
| (a) Complaint/grievance identified verbally and discussed by participants with <u>Program Coordinator</u> and Worksite Supervisor.
(position title) | Same day or within 24 hours maximum. If not resolved, go to next Step. |
| (b) Complaint/grievance identified in writing and discussed with <u>Project Director</u>
(position title) | Same day or within 3 days maximum. If not resolved, go to next Step. |
| (c) Initial hearing on grievance; complainant, witnesses, contractor or representative meet to resolve grievance. | Within 7 days after receipt of written complaint; if not resolved, go to next Step. |
| (d) Final hearing on grievance; all parties meet to resolve grievance. | Within 20 days of filing of grievance; if not resolved, go to next Step. |
| (e) All documents, procedures, and reports forwarded to the Department for appropriate actions according to Department's Grievance and Hearing Policy of 5/20/91. | Contractor will be notified of the actions taken by the Department and resolution of the complaint; decision shall be made within 45 days of filing of grievance. |

The Contractor shall provide each participant with a copy of its internal JTPA Participant Complaint and Hearing Procedures upon enrollment into the program. The Contractor shall maintain on file a copy signed by the participant, with the second signed copy given to the participant.

V. ADDITIONAL STIPULATIONS:

1. Continued funding or modification of this Contract to increase funds will be contingent upon the availability of funds. Also, the County makes no commitment to fund this project beyond the terms of this Agreement.
2. The County may unilaterally suspend and/or terminate this Contract if grant funds to the County are suspended or terminated, or if the Contractor refuses to accept additional conditions imposed on it by the Department of Labor, the State JTPD, or the County.

In the event of such suspension or termination, the Contractor will be paid, up to the date of suspension or termination, for any amount which is properly incurred by the Contractor as a result of performance of this contract.

3. The Contractor shall not incur expenditures prior to the commencement date, and after the termination of this Contract. In addition, at the expiration of this Agreement, or upon termination prior to the expiration, funds not obligated or expended shall revert to the County.
4. The Contractor assures and assumes full responsibility under the Act, in compliance with safeguards against fraud and abuse as set forth in the Act, and pursuant to Department's Policy of July 1, 1990 (Rev. 1) regarding Report of Fraud and Abuse.

5. The Contractor shall operate a County of San Bernardino JTPA Program in accordance with the Contract policy as approved by the Private Industry Council and the San Bernardino County Board of Supervisors; and as set forth in the County's Grant Application, which is incorporated herein by this reference.
6. The Contractor shall comply with all provisions contained in JTPA General Provisions, which are part of the complete Agreement.
7. The Contractor shall be paid, on a cost-reimbursement basis, for allowable expenses under the terms and conditions of this Agreement. The Contractor shall invoice the County on the tenth (10th) working day of each month for expenditures actually incurred during the previous month(s).

Additionally, the Contractor must report and submit all final claims for payment within the final closeout of Contract, which is due thirty (30) days after contract termination.

8. The Contractor shall be responsible for any funds expended on participants who were found ineligible for JTPA services, or found in violation of rules, regulations, JTPA grant or contract.

Also, any disbursements made under this Agreement are determined to be a disallowed cost through monitoring, audit, investigation, or review of records, reimbursement of said amounts will be made within forty-five (45) days after notification. If said reimbursement is not made within the stated time, the County may withhold said amount from non-Federal funds that may be due or become due the Contractor.

Further, the County has the authority to withhold funds under this Agreement, pending a final determination by the County of questioned expenditures or indebtedness to the County arising from past or present agreements between the County and the Contractor.

Additionally, payments to the Contractor may be withheld by the County if the Contractor fails to comply with any provisions of this Agreement.

9. Where liability for debt collection is determined to be at the Contractor's level, the Contractor will be responsible for the debt. When a debt is established as a result of an audit, a monitoring finding, an investigation, or other means, appropriate action will be taken by the County to collect the debt from the Contractor, pursuant to the Department's Debt Collection Policy (Rev. 1) of October 30, 1990, and/or Policy on Audit Review and Resolutions (Rev. 2) of September 16, 1991.
10. The Contractor shall assure that funds provided by this Agreement must be used exclusively for activities authorized under this Title Program. Commingling and/or diverting of funds to support the activities of other programs is NOT authorized. Documentation supporting expenditures should be made available at all times for audit and monitoring purposes.

For cash management, the Contractor shall not be required to maintain a separate bank account for this training program, but shall separately maintain an account for Federal funds (including JTPA) on deposit in a bank insured by Federal Deposit Insurance Corporation (FDIC).

11. The Contractor shall assure that programs and activities funded under this Contract are conducted in compliance with program limitations, and with laws and regulations, including, among others, the Federal Non-Discrimination Laws, §503 and §504 of the Rehabilitation Act of 1973, the Fair Labor Standards, System to Handle Equal Employment Opportunities Issues, Complaint and Grievance, Health and Safety conditions, the Child Labor Laws/Employment of Minors, etc.

12. The Contractor is responsible for monitoring its JTPA Program activities on and off-sites. The monitors shall make a written record of their findings and share them with the Worksite Operators, Program Manager/Director and the Department's monitoring team. The Contractor is also responsible for developing its own monitoring guide and for documenting visits by its staff.

Additionally, the County reserves the right to monitor and visit, announced or unannounced, the Contractor's program, including visits to all locations, offices, and training sites at any time during normal business hours. The monitoring shall be conducted in accordance with JTPA Directive 95-25 of 12/20/95, the Department's monitoring guide and Policy on Monitoring of JTPA Operators (Rev. 1) dated 12/2/91.

13. **Participant's File Records:** Participant records to be maintained by the Contractor shall include, but are not limited to, the following: Eligibility Document, Assessment, Individual Strategy Service (ISS), Orientation, Worksite Agreement, Counseling Notes, Application/Registration, other forms for Enrollment, Status Change, training information, and schedules that may include Pre-test, Post-test for Pre-Employment/Remedial Training, Internal Complaint and Grievance Procedures, timecards, payroll, work permits, medical releases, certification of free meals, and other documents required by JTPA.
14. The Contractor shall be responsible for the arrangement and procurement of an audit in accordance with the Single Audit Act of 1984, and agrees that it will provide the County with a copy of its Annual Audit Report, or JTPA Financial and Compliance Report, whichever applicable.
15. The Contractor shall provide the County (on form provided) a certification stating that the organization and its principals are not debarred or suspended from doing business with governmental agencies, pursuant to Executive Order 12549.
16. The Contractor shall provide the County (on form provided) a certification stating that their organization and its principals shall not use funds provided by JTPA in any lobbying activities, and/or agree to submit Standard Form LLL *"Disclosure Form to Report Lobbying"* if any funds other than Federal funds have been paid or will be paid for such activities.
17. The Contractor shall assure and provide the County (on form provided) a certification stating that it will maintain a drug-free workplace pursuant to the Drug-Free Workplace Act of 1988.
18. Therefore, prior to the execution of this Agreement, the Contractor shall submit to the Department, the following documents:
- Cost Allocation Plan
 - Copy of Complaint and Grievance Procedures
 - Copy of Comprehensive General and Auto Liability Insurance
 - Copy of Workers' Compensation Insurance
 - Certification regarding Compliance with the Single Audit Act of 1984
 - Certification regarding Disclosure of Lobbying Activities, Debarment/Suspension and Drug-free Workplace
 - Certification regarding Non-Discrimination/Affirmative Action Compliance
19. **Program Income:** Program income is defined as income received by the Contractor directly generated by a grant or subgrant supported activities, or earned only as a result of the grant or subgrant.

Such income includes income from fees for services performed and from conferences, from the use or rental of real or personal property acquired with grant/subgrant funds, from sale of property or sale of commodities, or items fabricated under a grant/subgrant, from revenues earned by governmental/public or private non-profit agency in excess of the actual costs incurred in providing the services and from interest earned on advance of grant/subgrant funds, etc.

The Contractor may retain any program income earned only if such income is added to the funds committed to the JTPA grant and used for JTPA purposes, and under the terms and conditions applicable to the use of the grant.

The Contractors receiving funds under JTPA shall maintain records sufficient to determine the amount of income received, and the purpose for which such income is expended.

For more details, the Contractor should consult the Department for other requirements involving "Program Income and Interest Earned" which are not described in this paragraph.

20. No purchase of fixed assets, or property, or equipment is authorized under the SYETP due to a limited duration of the program; however, the short-term rent or lease of equipment for use in support of this training may be authorized.

21. **Subcontracts/Subagreements**

The Contractor, using another party to provide services under this Contract, shall document such services with a subcontract. The Contractor shall develop written agreement formats that shall include, but are not limited to, the following requirements:

1. Compliance with all JTPA regulations
2. Stipulation to hold the County harmless as a result of Subcontracting
3. Training/Retraining and other applicable services to the participants
4. Indemnification and insurance requirements imposed on the Subcontractor

Copies of all executed subagreements must be forwarded to the County within seven (7) days after their execution. The Contractor acknowledges the requirements and agrees to furnish such documents as a condition to receiving payment. In addition, the contractor shall also notify the County of any default, termination, or findings of disallowed costs under these subagreements.

22. **Advance Funds**

The County, at its discretion, may permit an advance payment, based on anticipated expenditures and cash flow needs of the Contractor. Funds advanced shall be expended only in direct support of this contract, and any advance funds received by the Contractor are subject to repayment.

Release of advance funds and repayment are executed according to procedural rules adopted by the County Department of Jobs and Employment Services. The County may require the Contractor to secure a fidelity bond before any advance funds are released.

VI. COMPENSATION AND BUDGET STATEMENT

The County shall pay to the Contractor an amount not to exceed: _____

Eighty Thousand and 00

Dollars (\$ 80,000) for complete and satisfactory performance of the terms of this Contract. In no event shall the total payment for the agreement period exceed the compensation set forth above, except as provided for by an amendment to this Contract.

(Complete the budget below. Indicate if other non-JTPA funding sources are also used to support the program; if none, leave blank).

COST PRINCIPLES		JTPA Funded	Funded from Other Sources	TOTAL
A.	Administration	3,200		3,200
B.	Direct Training (including Participant Wages and Benefits)	60,800		60,000
C.	Training-Related/Supportive Services	16,000		16,000
D.	Total Budget	80,000		80,000
E.	Funds Requested	80,000		

NOTE:

- (1) Participant Wages and Benefits: \$ 57,637 (Must be 50% or more of total budget). Rate of pay currently applicable is \$4.50/hour; number of hours paid must NOT exceed 40 hours per week.
- (2) Administrative Costs cannot exceed 5% of the total budget.
- (3) Wages and/or other compensations received by participants are treated as taxable income, and are subject to normal withholding of taxes applicable to similarly-situated employees.
- (4) Participants may be compensated or paid wages for both work-based and classroom-based training - meaning, in combined activities - they do not have to spend more than half of their time on work-based training in order to receive compensation.
- (5) JTPA §143 (a) (5) specifies: *"No funds available under the Act may be used for contribution on behalf of any participant to retirement systems or plans."*
- (6) Department of Labor's Notice #5-91 of 7/23/91 and Rev. 1 of 11/22/91, DOL Letter 27-91 of 6/25/91 and JTPA Information Bulletin 9-21 of 1/16/92 recommend that, effective 7/1/91, FICA (including Medicare) be deducted on all participant wages if those participants were not members of a retirement system. These guidelines also state: *"Employers who do not make FICA payments run the risk of having to make retroactive payments."*
- (7) Participants' benefits include the Workers' Compensation Insurance and other insurances, if required.
- (8) Contract funds can be used to subsidize the Contractor's portion of FICA payment, currently 7.65%, including Medicare.

JOB TITLES AND WORKSITE LOCATION Agreement Number: <u>A900325-61</u>	Contractor: City of Redlands
Job Titles	Worksite Location (Street address and Phone Number. Do NOT use P.O. Box
SEE ATTACHMENT	SEE ATTACHMENT
TOTAL:	
This form should be completed for Work Experience Program only. List all job titles and worksites developed for this training program. If more spaces are needed, make additional sheets.	

SYETP96.

Site Location	Address of Site	Site Supervisor	Participant	Phone #
Wastewater Treatment Plant Lab	1950 Nevada St	Val Housel	Betty Mugemancuro	909-798-7506
			Ben Kennedy	
Wastewater Treatment Plant	1950 Nevada St	Gerald Schwartz	Clif Bedore	909-798-7506
		Jamie Stewart	Kimberley Regan	
Wastewater Treatment Plant	1950 Nevada St	Richard Baca	Gabriel Lawson	909-798-7506
Municipal Water Distribution	955 Park Drive	Daniel Perez	Jose Uribe	909-7502
			Adam Villalba	
Equipment Maintenance	1270 West Park Ave.	Mike Sepulveda	Ken Sutton	909-798-7567
			Danny Wingo	
Public Works Dept.	35 Cajon Suite 222	Laurie Johnson	Darrel Walton	909-798-7655
Fire Prevention Dept.	35 Cajon Suite 12	Eileen Dirksen	Sandra Akers	909-798-7695
Central Stores	1270 West Park	John Caviness	Mike Herrera III	909-798-7647
Police Department	212 Brook side	Fran Serrao	Sabrina Alvarado	909-798-7681
		Sergeant Dalzell	Edward Lopez	909-798-7681
Propect Park	1270 West Park	Charles Workman	Tarika Habte	909-798-7624
			Kahsai Goitom	
Hillside Memorial Cemetery	1540 Alessandro Rd.	Don Graves	Benny Gonzales	909-798-7569
			Erika Martinez	
			Eyob Goitom	
			Yemane Goitom	
SYETP Office	35 Cajon Suite 35	Dovie Monroe	Carolina Chavez	909-798-7514
			Jody Stout	
Utility Billing	35 Cajon Suite 15A	Linda Arnold	Alaina Gonzales	909-798-7516
Community Center	111 West Lugonia	Erin Snyder	Lily Ortega	909-798-7547
			Sandra Sanchez	
			Matthew Lopez	
			Monica Medina	
			Angie Gomez	
			Eyizah Acquaye	
Joslyn Center2	21 Grant Street	Cheryl Hins	Elizabeth Ramirez	909-798-7550
			Bobby Morales	
Street Construction Division	1270 West Park	Butch Estrada	John Kim	909-798-7507

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Electrical Street Division	1270 West Park	Kyle Wilson	Kenneth Breslin	909-798-7665
Electrical Street Division	1270 West Park	Roger Orr	Steve Young	909-798-7507
State Street Park	1270 West Park	Alvin Kelly	Kimberly Hathorn	909-798-7624
Treasurers Office	35 Cajon Suite 15 B	Peggy McVey	Azieb Berhane	909-798-7544
Animal Shelter	1270 West Park	Fermin Ruiz	Manuel Varela	909-798-7644

TARGET GROUP**Complete information below to indicate target groups to be served.**

Planned Enrollment	
Number to be Enrolled	40
School Status	
Number of In-School Youth	37
Number of Out-of-School Youth	3

Hard-to-Serve		
	Number	% of Enrollment
Basic skills deficient	14	35 %
Educational attainment that is one or more grade levels below (in-school youth) or school dropout (out-of-school youth)	14	35 %
Pregnant or parenting	3	7 %
With disability, including learning disability	3	7 %
Homeless or runaway	2	5 %
Offender	7	17 %
Member of family receiving public assistance	20	50 %

Population Segment Plan		
Male	23	57 %
Female	17	43 %
(Total percentage must be equal to 100%)		
Age 14 - 15	9	22 %
Age 16 - 21	31	78 %
(Total percentage must be equal to 100%)		
White	8	20 %
Black	12	30 %
Hispanic	18	45 %
American Indian/Alaskan	0	0 %
Asian/Pacific Islander	2	5 %
Other	0	0 %
(Total percentage must be equal to 100%)		

Residency		
Central Valley and Mountain areas	40	100 %
West Valley areas	0	0 %
High Desert areas	0	0 %
East Valley and Low Desert areas	0	0 %
(Total percentage must be equal to 100%)		

Population Segment means: A group within the local population whose characteristics cause individuals within them to experience unusual difficulty in obtaining employment.

Any deviation from the Population Segment Plan proposed by the Contractor would require a justification. Further, the Contractor recognizes that the County may not contract for the future with any organization which is in non-compliance with the Plan, or it has been determined that the Contractor has substantially violated the Plan.

JTPA GENERAL PROVISIONS

1. Amendment and Waivers

- A. Funding of this Contract is contingent on the availability of Federal or State funds and continued Federal or State authorization for program activities, and is subject to amendment or termination due to lack of funds or authorization.

This Contract is subject to amendment, as necessary, in accordance with requirements contained in any future Federal or State legislation, regulations, or policy; amendment must be in writing and properly executed by both parties.

- B. Waivers of any provisions of this contract must be in writing and signed by the authorized personnel, and no waiver of any provision of these terms and conditions shall be deemed, for any purpose, to be a waiver of any other provisions, or to be a continuing or subsequent waiver of the same provision.

2. Auditing Requirements

- A. The Contractor shall establish such internal control structure and fund accounting procedures as required by JTPA and State and Federal or local regulations or as may be deemed necessary to assure the proper disbursement of, and accounting for, funds paid to the Contractor under JTPA.
- B. The County, the U.S. Department of Labor, and the State of California, shall have the right to monitor, and/or evaluate all conditions and activities and to investigate and audit all records, books, papers, or documents related to the conduct of programs funded by the County.
- C. The Contractor shall maintain and make available to the auditors/monitors adequate records, cooperate with all auditors/monitors, comply with all Federal regulations, State, and local laws that are cited in JTPA laws as they relate to the utilization of funds or operation of programs.
- D. The County will be notified by the auditors/monitors performing audits of any incidents of fraud, misuse of funds, abuse, or other criminal activity in relation to this Contract, the Act, or Regulations.
- E. Governmental/Non-governmental agencies shall be responsible for the procurement of an audit under the provisions of OMB Circulars A-128 or A-133 (or any other OMB circular that becomes legislation) in accordance with the Single Audit Act of 1984. OMB Circular A-128 refers to "Audit of State and Local Governments," Circular A-133 establishes "Audit of Institutions of Higher Education and other Non-Profit Organizations."

Commercial/Private for-Profit Organizations must have an audit which could be either an independent financial and compliance audit of JTPA funds, or an organization-wide audit that includes coverage of JTPA funds within its scope. The audit is usually performed annually, but not less frequently than every two (2) years.

Therefore, the Contractor will be responsible for providing the County with information which will assist the County in determining if the Contractor has met its audit requirements for organizations that received/receive \$25,000 or more in Federal funds in any given fiscal year. This responsibility may include, but not be limited to, providing the County with a copy of the Annual Audit Report. Compliance with the Single audit Act of 1984 shall be executed according to the Department's policy of 9/16/91 (Rev. 2).

Further, the Contractor acknowledges that the County of San Bernardino may not contract with any organization which is not in compliance with these requirements and/or payment to the Contractor may be withheld by the County if the Contractor fails to comply with the request.

3. Compliance with Laws and Regulations

The Contractor warrants and certifies that, in the performance of this Contract, it shall comply with all applicable laws, rules, and regulations of the United States, the State of California, and the County of San Bernardino. The Contractor further warrants and certifies that it shall comply with any new or amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

Examples of applicable laws, rules, or regulations include, but are not limited to, the following:

- A. The Job Training Partnership Act (JTPA) Public Law 97-300 of 1982, all regulations and any new legislation, regulation, or policy, which may replace or amend JTPA.
- B. The terms and conditions of this Contract and all applicable Federal, State, and local laws, regulations, and policies, and amendments thereto.
- C. Any provisions made by the County that were imposed upon the County by the state of California with respect to grant application for funds under JTPA.
- D. County of San Bernardino JTPA policies as set forth in the Request for Proposal for JTPA job training programs.
- E. County of San Bernardino administrative procedures and technical assistance released in the form of field memorandums and policy manuals.
- F. Copeland Act (Anti-Kickback) and Hobbs Act (Anti-Corruption)
- G. Davis-Bacon Act of 1931 and Fair Labor Standard Act of 1938 (where applicable).
- H. Hatch Act of 1939, as amended, October 1993; and California Political Reform Act of 1974.
- I. Equal Pay Act of 1963 (where applicable).
- J. Title VI and Title VII of the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972; and Executive Order 11246 of 1965 (Affirmative Action Obligations)
- K. Age Discrimination Act of 1975, and Age Discrimination in Employment Act (where applicable).
- L. Military Selective Service Act, Section 3 (if applicable)
- M. Rehabilitation Act of 1973, and American Disabilities Act of 1990 (where applicable).
- N. Title IX of the Education Amendment of 1972 (Non-Discrimination on the basis of Sex)
- O. Single Audit Act of 1984
- P. Immigration Reform and Control Act of 1986 (where applicable)
- Q. Occupational Safety and Health Act of 1970 (standard on health and safety)
- R. Executive Order 12549 (Debarment, Suspension, and Exclusion)
- S. Child Labor Laws in California, Child Labor Standard Act, Family and Medical Leave Act of 1993, Assembly Bill 1900 of January 1995: Employment of Minors (where applicable)
- T. Drug-Free Workplace Act of 1988
- U. Anti-lobbying and Disclosure of Lobbying Activities.

4. Non-Discrimination and Affirmative Action Compliance

No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of, or in connection with any such program because of race, color, religion, sex, national origin, age, disability, or political affiliation or belief. Such action shall include, but not be limited to, the following: employment, promotion, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection of training.

The Contractor also agrees to comply with the provisions of the Affirmative Action Compliance Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, California Public Contracts Code 2000 and the San Bernardino County M/WBE Policy 11-15, and other applicable Federal, State and County laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. Information on these rules and regulations may be obtained from the CONTRACT COMPLIANCE AGENCY of the County of San Bernardino at (909) 386-8689.

The County of San Bernardino has a goal of 15% Minority Business Enterprise (MBE) and 5% Women Business Enterprise (WBE) participation for all contracts and subcontracts.

5. General Requirements

- A. No person or organization may charge an individual a fee for the placement or referral of such individual in or to a training program under JTPA.
- B. No funds may be provided under this Contract for any subsidized employment with any private-for-profit employer, unless the person employed is a youth, 16 to 21 years of age, who is economically disadvantaged and the employment is provided in accordance with §264 (C) (1), Subparagraphs (F) and (H) of the Act.
- C. All education programs for youth supported with funds provided under Title II shall be consistent with applicable State and local educational standards. In addition, the standards and procedures with respect to the awarding of academic credit and certifying educational attainment in programs under Title II shall be consistent with the requirements of applicable State and local law and regulation.
- D. No funds under JTPA shall be used for Employment Generating, Economic Development activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resources centers and similar activities. Additionally, no funds under Title II and Title III shall be used for foreign travel.
- E. No funds available under Title II (Part A, B, and C) may be used for Public Service Employment (PSE).

6. Indemnification

The Contractor agrees to indemnify, defend and hold harmless the County, the Private Industry Council, and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from Contractor's acts, errors or omissions, and for any costs or expenses incurred by the County and the Private Industry Council on account of any claim therefore, except where such indemnification is prohibited by law.

7. Insurance Requirements

Without, in any way affecting the indemnity herein provided, and in addition thereto, the contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:

- A. **Workers' Compensation** - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount or form to meet all applicable requirements of the Labor Code of the state of California, including Employer's Liability with **\$250,000** limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.
- B. **Comprehensive General and Automobile Liability Insurance** - This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than **one million dollars (\$1,000,000)**.
- C. **Errors and Omission Liability Insurance** - Combined single limits of **\$1,000,000** for bodily injury and property damage and **\$3,000,000** in the aggregate or
- D. **Professional Liability** - Professional liability insurance with limits of at least **\$1,000,000** per claim or occurrence.
- E. **Additional Named Insured** - All policies, except for Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.
- F. **Waiver of Subrogation Rights** - Except for the Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above-required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.
- G. **Policies Primary and Non-Contributory** - all policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- H. **Proof of Coverage** - Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days' written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.
- I. **Insurance Review** - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the county, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement, and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

- J. Professional services contracts in excess of **\$1,000,000** shall be independently reviewed by the Risk Manager and the County Counsel.

8. Fidelity Bond

The County may require that the Contractor secure a fidelity bond against any losses of money and other property caused by any fraudulent or dishonest act committed by any employee, board member, officer, partner, shareholder and/or trainee. The bond shall be limited to this Contract and shall name the County as loss payee or additional insured for the purpose of reimbursement of any loss sustained by the action of the Contractor in the performance of this Contract.

9. Labor Standards

- A. The Contractor shall comply with the Labor Code of California, the Child Labor Laws in California, the Child Labor Standard Act, Assembly Bill 1900: Employment of Minors, and all other applicable regulations with respect to employment, wages, hours of labor, and industrial safety (if applicable).
- B. Conditions of employment or training shall be appropriate and reasonable in light of such factors as the type of work, geographical region, and proficiency of the participant.
- C. Health and safety standards established under State, Federal, and local law, otherwise applicable to working conditions of employees, shall be equally applicable to working conditions of participants. With respect to any participant in a program conducted under this Contract who is engaged in activities which are not covered by health and safety standards under OSHA of 1970, the Contractor shall prescribe, by regulation, such standards as may be necessary to protect the health and safety of such participants.
- D. No program under the Act shall impair (1) existing contracts for services; or (2) existing collective bargaining Contracts, unless the employer and the labor organization concur, in writing, with respect to any elements of the proposed activities which affect such Contract.
- E. No participant shall be employed or job opening filled (1) when any other individual is on layoff from the same or any substantially-equivalent job, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy created by hiring a participant whose wages are subsidized under the Act.

10. Maintenance of Effort

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

11. Non-Duplication of Service

- A. Funds provided under this Contract shall only be used for activities which are in addition to those which would otherwise be available in the area in the absence of such funds.
- B. Funds provided under this Contract shall not be used to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State, or local County sources, unless the plan established that alternative services or facilities would be more effective or more likely to achieve performance goals.

12. Payment of Benefits (where applicable)

- A. When applicable, individuals employed in activities authorized under this Contract shall be paid wages which shall not be less than the highest: (a) the minimum wage under the Fair Labor Standard Act of 1938, (b) the minimum wage under the applicable State or local minimum wage law, or (c) the prevailing rates of pay for individuals employed in similar occupations by the same employer.
- B. A trainee shall receive no payments for training activities in which the trainee fails to participate without good cause.
- C. No funds available under this Contract may be used for contribution on behalf of any participant to retirement systems or plans.

13. Permits and Licenses

The Contractor shall obtain all permits and licenses necessary to the performance of this Contract. The Contractor shall pay all normal fees for permits, licenses, inspections, or any other certification or service required in the performance of this Contract. The County is not permitted to waive any fees for services, except as otherwise required by laws.

14. Prohibition of Activities

- A. The Contractor will assure that no funds under this Contract shall be used to assist, promote, or deter union organizing activities.
- B. Sectarian Activities - The Contractor certifies that this agreement does not provide for the advancement 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.
- C. No funds provided under this Act shall be used or proposed for use to encourage or induce the relocation of an establishment, or part thereof, that results in a loss of employment for any employee of such establishment at the original location.
- D. None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for, or to promote any partisan or non-partisan political activity, or to support or defeat any pending legislation or administrative legislation.
- E. The Contractor is prohibited from using funds under this Contract for the purpose of instituting legal proceedings or legal dispute against the County or its official representatives.

15. Standard of Conduct

The Contractor hereby assures that, in administering this Contract, it will comply with the Standard of Conduct set out herein, for maintaining the integrity of the project and avoiding any conflict of interest, favoritism, nepotism, and any situation which may give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

A. Conflict of Interest

1. The Contractor assures that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee, or agent of the Subcontractor; or where such person knows or should have known that:
 - A member of such person's immediate family or partner, or organization has a financial interest in the Subcontract; and
 - The Subcontractor is someone with whom such person has negotiated or is negotiating any prospective employment.
2. The Contractor assures that it will establish safeguards to prohibit employees from using position for a purpose that gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have business or other ties. Executive officers or employees of the Contractor will not solicit or accept money or any other consideration from a third person for the performance of an act reimbursed in whole, or in part, by the Contractor or the County.
3. The Contractor shall not subcontract with a former director, officer, or employee within a 2-year period following the termination of the relationship between said person and the Contractor.
4. Conducting Business Involving Relatives - No relative by blood, adoption or marriage of any executive or employee of the Contractor, will receive favorable treatment when considered for enrollment in programs provided by, or employment with, the Contractor.
5. Conducting Business Involving Close Personal Friends and Associates - Executives and employees of the Contractor will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates.
6. Further, the Contractor assures that no member of its Board, officer, or employee or the Contractor shall have any interest, direct or indirect, in any contract or subcontract or the proceeds for work to be performed in connection with this project during his/her tenure as such employee, officer, or member of the Board.
7. The Contractor warrants that it has not paid, and will not pay, to any third person any money or other consideration for obtaining this Contract.
8. This agreement contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise, and any other agreement between the parties hereto. This agreement is not intended to and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the County and the Contractor.

B. Nepotism

1. No relative by blood, adoption, or marriage of any executive or employee of the Contractor will receive any favorable treatment for enrollment in services provided by, or employment with, the Contractor.
2. The Contractor may not hire a person in an any capacity, staff position, or Work Experience/On-the-Job training position with funds provided by this Contract if a member of that person's immediate family is engaged in a direct administrative capacity upon such person.

NOTE:

A person in Administrative capacity is a person who either has an overall administrative responsibility for a program, or has responsibility for the administration, supervision, hiring, or fiscal responsibility of the Contractor's program.

For more details, the Contractor should consult the Department for all other matters involving "Conflict of Interest, Nepotism, Code of Conduct" which are not described in this paragraph.

16. Report on Inventions, Patents and Copyrights

If any project produces patentable items, patent rights, discovery or inventions in the course of work under a Federal grant or agreement, the Contractor shall report the fact promptly and fully to the County.

The County, or the State, or the DOL's representative shall determine how the rights on the invention or discovery, including licensing, reproduction, publishing, utilization, royalty will be administered in order to protect the public interest consistent with the government policy.

For more details, the Contractor should consult the Department for other possible requirements involving "Invention, Patents and Copyrights" which are not described in this paragraph.