EARN AND LEARN
WITH
PRE-APPRENTICESHIP TRAINING
NOVEMBER 5, 2018 – NOVEMBER 9, 2018
CAREER TRACK IN HEAVY EQUIPMENT AND CONSTRUCTION INDUSTRY
REGISTER TODAY! ONLY 10 SLOTS AVAILABLE
DIRECT ENTRY INTO OPERATING ENGINEERS REGISTERED APPRENTICESHIP

START EARNING $13.50 PER HOUR PLUS GREAT BENEFITS IN 3 WEEKS. IF
YOU ARE INTERESTED, CONTACT US TODAY AT WORKSOURCE GEORGIA AT
PHONE ....OR EMAIL AT ......

WIOA Eligibility
• 18 years of age or older
• U.S. citizen
• Selective Services Registration (Male Only)
• Unemployed/Underemployed (Low Income Guidelines)
• Residency
• Out of School Youth also eligible

Program Eligibility
• Must be 18 years
• H.S. Diploma/GED
• Valid GA Drivers License
• Drug Screening
• Background Check

Training Details
• One Week Training
• Held at Ellenwood, GA
• Receive OSHA 10 Certification.
• Receive Ladder Safety Certification
• No TUTION COST!

OPERATING ENGINEER APPRENTICE STARTS EARNING $14.36 - $17.79 PER HOUR PLUS $5.25 PER HOUR IS CONTRIBUTED TOWARDS THEIR FAMILY INSURANCE HEALTH PLAN

TRAINING IS FREE AND 100% FUNDED BY US DEPARTMENT OF LABOR WORKFORCE INNOVATION AND OPPORTUNITY ACT
AMERICAN JOB CENTERS IN GEORGIA

WORKSOURCE GEORGIA
ADDRESS
Workforce Client Referral Form

WIOA REFERRAL FORM
WORKSOURCE ____________________

PARTICIPANT NAME: ____________________

FOR TRAINING PROVIDED BY

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 926

EARN AND LEARN
WITH
WIOA APPROVED
PRE-APPRENTICESHIP TRAINING

CAREER TRACK IN HEAVY EQUIPMENT AND CONSTRUCTION INDUSTRY
DIRECT ENTRY INTO OPERATING ENGINEERS REGISTERED APPRENTICESHIP

WIOA PARTICIPANTS CAN START EARNING $13.50 PER HOUR PLUS GREAT BENEFITS IN 3 WEEKS.

<table>
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<tr>
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OPERATING ENGINEER APPRENTICE STARTS EARNING $14.36 - $17.79 PER HOUR PLUS $5.25 PER HOUR IS CONTRIBUTED TOWARDS THEIR FAMILY INSURANCE HEALTH PLAN

CONTACT INFORMATION
SANDEEP GILL, MBA, PMP
WORKFORCE PROGRAM DIRECTOR
INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 926
SGILL@IUOE926.ORG
PHONE: 404.455.1660
WWW.IUOE926.ORG
Workforce Apprenticeship Policy

WorkSource ABC
Registered Apprenticeship Policy

Purpose: Registered Apprenticeship is an important workforce development strategy that the workforce system provides to its customers, both job seekers and employers. It is an evidence-based model for job seekers and is a job-driven strategy for employers and industries. Engagement with employers, institutions of higher education, and policy makers has ramped up significantly in order to achieve the administration’s goal to double the number of apprentices across the United States. This is an historic opportunity for the workforce system to expand its business base and offer job seekers greater employment prospects while offering employers a strategic approach to talent development. The purpose of this policy is to provide information about the new provisions for Registered Apprenticeship in WIOA, including the use of WIOA funding to support Pre and Registered Apprenticeship, and reporting on Registered Apprenticeship activity.

RAs generally involve both classroom and on-the-job instruction. While a RA does not have a unique funding mechanism, WorkSource ABC will use an ITA to support classroom portions of a RA program, and OJT funds may be used to support the on-the-job elements of the RA program. If a participant is in a RA and employed as part of that arrangement, then the OJT must be treated as other OJTs provided for employers. WorkSource ABC may utilize ITAs and OJTs simultaneously to fund the RA. This policy will assist WorkSource ABC in providing quality service to businesses and jobseekers interested in Pre and Registered Apprenticeships.

References:

Background: The work-based training options and flexibilities for adults and dislocated workers are On-the-Job-Training, Incumbent Worker Training, Customized Skills Training, Registered Apprenticeships, Work Experience (WE) and Transitional Jobs (TJ). WIOA eligibility requirements for Adults and Dislocated Workers are applicable to all trainings. WorkSource ABC will utilize pre and registered apprenticeship more often as a career pathway for job seekers and as a job-driven strategy for employers and industries. Apprenticeships can be funded through several mechanisms.

Registered Apprenticeship: Registered apprenticeship training is a type of work-based training that can be funded in the adult, dislocated worker and youth programs; additionally, pre-apprenticeships may be used to provide work experiences that can help participants obtain the skills needed to be placed into a registered apprenticeship. Basic skills training and pre-apprenticeship programs can be provided under WIOA to prepare participants to enter apprenticeship programs. WIOA youth services for tutoring, mentoring, and work experience can be used in combination with pre-apprenticeship and apprenticeship programs. Section 122(a) (3)
of WIOA provides a new opportunity for apprenticeship programs to be more directly connected to the public workforce system. As RA programs, they automatically qualify to be placed on the State and local board’s Eligible Training Provider List (ETPL), allowing ITAs to support participants in RA programs, and more directly connect those programs to one-stop centers.

RA Program sponsors can be Eligible Training Providers (ETPs). Some examples of typical RA Program sponsors are:

- Employers who provide related instruction: A number of employers with RA programs provide formal in-house instruction as well as on-the-job-training (OJT) at the work site.
- Employers who use an outside educational provider: Under this model RA program sponsors do not provide the related instruction or educational portion of the apprenticeship but rely upon an outside educational entity to deliver instruction. Employers can use two- or four-year post-secondary institutions, technical training schools or on-line courses for related instruction. The employer is the ETP and must identify their instructional provider.
- Joint Apprenticeship Training Programs: These programs are made up of employers and unions. They have an apprenticeship training school where the instructional portion of the apprenticeship program is delivered. The training schools are usually administered by the union, in which case the union would be the ETP.
- Intermediaries: Intermediaries can serve as program sponsors when they take responsibility for the administration of the apprenticeship program. They also can provide expertise such as curriculum development, classroom instruction and supportive services, as appropriate. The intermediary is the ETP and must identify the instructional provider if an outside organization is providing the educational portion of the apprenticeship. Intermediaries include:
  - Educational institutions including two- and four-year post-secondary institutions or technical schools. In this model the educational institution administers the program, works with employers to hire apprentices and provides classroom or on-line instruction for the apprenticeship program;
  - Industry associations that administer the program and work with employer/members and educational entities to implement the apprenticeship program; and
  - Community-based organizations that administer the program and work with employers, educational entities and the community to implement the apprenticeship program.

Given the unique nature of RA, there are several ways in which training services may be used in conjunction with these programs:

- An ITA may be developed for a participant to receive RA training;
- An OJT contract may be developed with a RA program for training participants. OJT contracts are made with the employer, and RA generally involves both classroom and on-the-job-training instruction. The OJT contract may be made to support some or the entire OJT portion of the RA program;
- A combination of an ITA to cover the classroom instruction along with an OJT contract to cover on-the-job-training portions of the RA is allowed; and
- Incumbent worker training may be used for up skilling apprentices who already have an established working/training relationship with the RA program.

WorkSource ABC may also include supportive services, in coordination with career and/or training services, to participants in pre and registered apprenticeship program. These supportive services will be consistent with WIOA section 134(d) (2), and WorkSource ABC’s Supportive Services Policy.
Registered Apprenticeships generally involve both classroom and on-the-job-training instruction. WorkSource ABC will use an Individual Training Account (ITA) to support classroom portions of a RA program, and OJT funds may be used to support the on-the-job-training elements of the RA program. If a participant is in a RA and employed as part of that arrangement, then the OJT must be treated as other OJTs are provided for employers. ITAs and OJTs may be used simultaneously to fund the RA. WorkSource ABC will also consider funding for Pre-apprenticeship programs; as they are designed to prepare individuals to enter and succeed in a registered apprenticeship program and has a documented partnership with at least one, if not more, registered apprenticeship programs. The use of ITAs to support the related instruction (e.g., classroom and distance learning) portion of apprenticeship training or pre-apprenticeship training may be advantageous for a number of reasons. ITAs support customer choice in selecting training providers, empowering apprentices and pre-apprentices to make informed education and career decisions. WIOA funded training must be directly linked to employment opportunities in WorkSource ABC and the region. This can be a useful tool to support the

Registered Apprenticeships’ focus upon employer-driven training design and delivery. To fund RAs WorkSource ABC will follow State’s Eligible Training Provider List (ETPL) process and financial limits for all apprenticeship programs for ITAs. The State ETPL can be accessed at: www.workreadyga.org. The OJT portion of the RA will be handled separately via WorkSource ABC’s OJT policy. To determine the appropriate length of the OJT, WorkSource ABC will consider the skills requirements of the occupation as indicated through the SVP code, the academic and occupational skill of the participant, prior work experience and the participant’s Individual Employment Plan (IEP).

*Note: For performance reporting and additional compliance, WorkSource ABC will follow federal guidance listed in TEGL 13-16 and Technical College System of Georgia, Office of Workforce Development’s Policies and Procedures Manual.*
THIS AGREEMENT is made this ____ day of __________, 2018, (hereinafter called the “execution date”) by and between WorkSource ABC, a political subdivision of the State of Georgia (hereinafter referred to as the “County”), and INTERNATIONAL UNION OF OPERATING ENGINEERS (I.U.O.E.) LOCAL 926, (hereinafter referred to as “Provider”), shall constitute the terms and conditions under which the Provider shall provide training to the students of ABC County, Georgia.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, the County and the Provider hereby agree as follows:

ARTICLE I. CONTRACT TERM

The Provider shall commence the Work under this Contract immediately from the execution date. As required by O.C.G.A. § 36-60-13, this contract shall (i) terminate without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 2020, unless extended by Change
Order adopted and approved by the ABC County Governing Authority and the Provider in accordance with the terms of this Contract.

ARTICLE II. PAYMENT

A. As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed Two Thousand Two Hundred Seventeen and 24/100 Dollars ($2,217.24) per training participant for the Pre-Apprentice Program. An amount not to exceed Ten Thousand Six Hundred Ninety Two and 58/100th Dollars ($10,692.58) per training participant for the Registered Apprentice Program unless changed by written Change Order in accordance with the terms of this Contract. The term “Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the ABC County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The actual amount of compensation paid to the Provider shall be based upon the number of training participants who successfully complete the training program. Payment is to be made no later than thirty (30) days after submittal of undisputed final invoice. Provider shall submit a one invoice for 100% of training costs which will be reviewed and processed within ninety (90) days upon receipt of the invoice and a copy of the student’s Certificate of Completion or the student securing full-time training related employment whichever occurs first. The County does not guarantee that any Provider will receive training participants in their training program or any compensation thereof.

B. Under this agreement, the County may require additional individual training services or work based training services, to include customized training or incumbent worker training, as described in Attachment A, Scope of Work and under the Workforce Innovation and Opportunity Act or any subsequent regulation. The terms and conditions shall be determined at that time and set forth in an amendment executed by both parties and in accordance with the change order provisions set forth under this agreement. As full payment for the faithful performance of these additional services, the Contractor is subject to the following additional payment provisions.

Individual Training Account (ITA): The County shall pay the Provider upon completion of 75% of training program and upon completion of the remaining 25% of the training program for each participant. Payments shall not exceed XXX Thousand and No/100th Dollars ($XXX.00) per training participant in the first year of training and XXX Thousand and 00/100th Dollars ($XXX.00) per training participant for the second year.
C. **Invoice(s) must be submitted as follows:**

Original invoice(s) must be submitted to:

ABC County Government  
ABC Workforce Development  
Attn: Finance Department  
141 Pryor Street, Suite 2052  
Atlanta, GA 30303

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**ARTICLE III. SCOPE OF WORK**

A. The term “Work” means all approved services identified in the *Scope of Work*, attached hereto as Attachment A and incorporated herein by reference and all other services and things necessary to provide the County with professional, competent, and legal services as required by law and the Scope of Work. The Provider agrees to complete the Work in a good, firm, substantial and workmanlike manner in strict conformity with this Contract. Unless otherwise stipulated, the Provider shall furnish all of the Work in accordance with applicable law and the Contract and all incidental work necessary to complete the Work in an acceptable manner.

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**ARTICLE IV. GENERAL CONDITIONS**

A. **Accuracy of Work.** The Provider shall be responsible for the accuracy of the Work and any error and/or omission made by the Provider in any phase of the Work under this Agreement.

B. **Additional Work.** The County shall in no way be held liable for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract. The County may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Provider shall proceed with the performance of any changes in the Work so ordered by the County unless such change entitles the Provider to a change in Contract Price, and/or Contract Term, in which event the Provider shall give the County written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Provider shall not execute such changes until it receives an executed Change Order from the County. No extra cost or extension of time shall be allowed unless approved by the County and authorized by execution of a Change Order. The parties’ execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The County shall not be liable for payment for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract.

C. **Ownership of Documents.** All documents, including drawings, estimates, specifications, and data are and remain the property of the County. The Provider agrees that the County may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole
discretion without first obtaining permission of the Provider and without any payment of any monies to the Provider therefore. However, any reuse of the documents by the County on a different site shall be at its risk and the Provider shall have no liability where such documents are reused.

D. Successors and Assigns. The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the County. If the County consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the County and any person, or entity or than Contractor.

E. Right to Audit. The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor’s employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor’s employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor’s office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the County.

F. Reviews and Acceptance. Work performed by the Provider shall be subject to review and acceptance in stages as required by the County. Acceptance shall not relieve the Provider of its professional obligation to correct, at his own expense, any errors in the Work.

G. Termination of Agreement. The Provider understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Provider, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Provider at least thirty (30) days prior to the effective date of termination. If Provider’s services are terminated by the County, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Provider or its surety. In case of termination of this Contract before completion of the Work, Provider will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the
Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney’s fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties’ obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

H. Indemnification Agreement. The Provider shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Provider shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as “the County Indemnitees,” from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or in any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Provider shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Provider shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnitee’s sole negligence. As between the County Indemnitees and the Provider as the other party, the Provider shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor’s employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Provider shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Provider expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the
parties to this Contract. The parties’ obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

I. **Georgia Laws Govern.** The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

J. **Venue.** This Agreement shall be deemed to have been made and performed in the State of Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of ABC County, Georgia.

K. **Provider and Sub Provider Evidence of Compliance; Federal Work Authorization.** Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Provider certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Technical College System of Georgia – Office of Workforce Development requirements. Provider agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed Provider Affidavit under O.C.G.A. §13-10-91 is incorporated by reference and attached to this Contract as Attachment B. Provider agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Provider will secure from each SubProvider an affidavit that certifies the Subcontractor’s current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed SubProvider Affidavit under O.C.G.A. §13-10-91 obtained in connection with this Contract shall be incorporated by reference and attached hereto as Attachment C. Each SubProvider agrees that in the event it employs or contracts with any sub-subcontractor(s), each SubProvider will secure from each sub-subProvider an affidavit that certifies the sub-subcontractor’s current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Sub-SubProvider Affidavit under O.C.G.A. §13-10-91 obtained in connection with this Contract shall be incorporated by reference and attached hereto as Attachment D.

L. **County Representative.** The County may designate a representative through whom the Contractor will contact the County. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the County. Payments
to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

M. **Provider’s Status.** The Provider will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Provider shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the County and the Provider shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Provider shall be by employees of Provider or its Subcontractors and subject to supervision by Contractor. No officer or employee of Provider or any SubProvider shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the County.

N. **Georgia Open Records Act.** Provider will be expected to comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq.

O. **First Source Jobs Ordinance and Preferred Employees.** The Provider is encouraged to comply with the ABC County First Source Jobs Ordinance, Code of ABC County as Revised 1988, section 2-231 et seq., and among other things, is required to make a good faith effort to hire ABC County residents for at least fifty percent (50%) of all jobs using the First Source Registry (candidate database). For more information on the First Source Jobs Ordinance requirement, please contact ABC Workforce Development for more information. (If Applicable)

P. **Funding.** The programs covered under this agreement are 100% federally funded by the United States Department of Labor. Funding for program activities and contractual obligations are contingent on funds availability and any other circumstance beyond the control of ABC Workforce Development, effects of legislation impacting the availability of funding, sequestration and government shutdown.

Q. **Contract Compliance with State and Federal Laws, Rules, Regulations and Standards.** Provider assures that all work done as part of this contract will comply fully with all administrative and other requirements established by applicable federal and state laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules, and regulations, and agrees to fully reimburse the Department for any loss of funds or resources resulting from non-compliance by the Provider, its staff, agents, or subcontractor as revealed in any subsequent audits. The Provider must comply with any subsequent state and federal laws, rules, regulations and standards that are enacted.

R. **Business and Professional License.** Provider shall submit a copy of its current, valid business license with this Contract. If the Provider is a Georgia corporation, Provider shall submit a valid county or city business license. If Provider is a joint venture, Provider shall submit valid business licenses for each
member of the joint venture. If the Provider is not a Georgia corporation, Provider shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Provider holds a professional license, then Provider shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Provider shall ensure that any insurance, license, permit or certificate submitted as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.


T. **Sole Agreement.** This Contract constitutes the sole contract between the County and the Contractor. The terms, conditions, and requirements of this Contract may not be modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of the County as provided by law or in this Contract.

U. **Severability.** If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

V. **Notices.** Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the County’s Chief Executive Officer and the Executive Assistant or to the Provider or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Provider to the County’s Executive Assistant or by the County to the Contractor’s authorized representative via certified first class U.S. mail, return receipt requested.

Such notices will be addressed as follows:

**If to the County:**

Director of Purchasing and Contracting  
Purchasing and Contracting Department
W. **Counterparts.** This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.

[SIGNATURES CONTINUE ON NEXT PAGE]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in four (4) counterparts, each to be considered as an original by their authorized representative on this ____ day of __________, 20____.

INTERNATIONAL UNION OF OPERATING ENGINEERS (I.U.O.E.) LOCAL 926

By: _________________________________ (SEAL)
    Signature

__________________________
Name (Typed or Printed)

__________________________
Director of Training & Safety
Title

__________________________
Federal Tax I.D. Number
Date

ATTEST:

__________________________
Signature

__________________________
Clerk of the Chief Executive Officer
ABC County, Georgia

__________________________
Name (Typed or Printed)

__________________________
Title

APPROVED AS TO SUBSTANCE:

__________________________
Department Director Signature

__________________________
Department Director Name (Typed or Printed)

APPROVED AS TO FORM:

__________________________
Sr. Asst County Attorney Signature

__________________________
Sr. Asst County Attorney Name (Typed or Printed)

ABC COUNTY, GEORGIA

by Dir. (SEAL)

Name
Chief Executive Officer/Mayor/Elected Official
ABC County, Georgia
ATTACHMENT A

Scope of Work

THIS AGREEMENT sets forth the roles and responsibilities of the parties providing training to students eligible under the Workforce Innovation and Opportunity Act (WIOA) (H.R. 803; Pub.L. 113–128), and any subsequent legislation.

WHEREAS, the County is the Grant Recipient of WIOA funding and ABC County and WorkSource ABC are the Administrative Entity and fiscal agent for said funding; and,

WHEREAS, it is required that training and employment services be provided to eligible participants; and,

WHEREAS, the County is responsible for maintaining a mechanism to generate appropriate reimbursement of costs to the approved subcontractor for said services;

NOW THEREFORE, in consideration of the covenants and mutual promises to each as herein contained and set forth, the parties hereto do mutually agree as follows:

1. PARTIES. ABC County, agrees to pay the cost of tuition, books, supplies and/or other eligible agreed upon services required to provide training to eligible students enrolled in training at International Union of Operating Engineers (I.U.O.E.) Local 926, hereinafter known as the Provider. The Provider hereby agrees to provide the services and/or materials under this contract pursuant to the provisions and specifications identified in Attachment A, Scope of Work.

2. APPROVED PROGRAMS. (1) Individual Training Account Trainings (ITA) - Training programs approved under this agreement, along with tuition and fees, estimated length of training, and program requirements, are listed on the Technical College System of Georgia, Office of Workforce Development, General Workforce Resources’ Eligible Training Provider List (ETPL) and can be referenced by going to https://www.workreadyga.org. If the cost of training specified on the ETPL is less than the amount listed in the Provider catalog, the ETPL will prevail. Any changes in program costs approved under this agreement or program information, or requests for additional programs, require prior approval by the ITA Manager for the Atlanta Regional Commission (ARC) Workforce Board.

3. INITIAL ELIGIBILITY. The Eligible Training Provider (ETPL) process is defined in WIOA Law, Title I, Section 122. Technical College System of Georgia – Office of Workforce Development is responsible for the development, operation and maintenance of the statewide Eligible Training Provider (ETPL) and can be referenced by going to the Technical College System of Georgia, Office of Workforce Development, General Workforce Resources’ Eligible Training Provider List (ETPL) at https://www.workreadyga.org.

4. SUBSEQUENT ELIGIBILITY. The Workforce Innovation and Opportunity Act requires a redetermination of ITA program eligibility through a “subsequent eligibility” process every twelve months. For a program to remain eligible to receive ITA funds for new enrollments each year, the State is required to compare program-level performance outcomes against established

Revised 9/26/2018
An Equal Opportunity Provider/Program
minimum standards. Applications for subsequent eligibility are administered through the Technical College System of Georgia, Office of Workforce Development.

5. **NOTICES TO PROCEED.** The Provider acknowledges and agrees to provide the services and/or materials under this contract pursuant to the provisions and specifications identified in Attachment A, *Scope of Work.*

6. **TIME IS OF THE ESSENCE.** Time is hereby expressly declared to be the essence of this Agreement and of each and every term, covenant and condition hereof which relates to a date or a period of time. Provider shall perform and complete all of Provider’s Services in a timely and expeditious manner. Provider shall not be responsible for delays caused by circumstances beyond its reasonable control, provided that Provider has delivered to the ABC County written notice of the cause of any such delay within ten (10) days of the occurrence of such cause that may hinder services being provided.

7. **CUSTOMER REFERRAL AND RECRUITMENT.** The Provider understands that only students referred by ABC County, or its authorized representative, may be enrolled into approved training. The Provider may include statements about WIOA training in its advertisements or recruitment efforts; however, any such advertisement must include a disclaimer stating that WIOA funded training may be provided only to individuals who qualify for the program and not only if funds are available. The Provider may not enroll any students into training without the proper referral by ABC County or its authorized representative. The Provider also understands that any potential students, who are recruited and referred to ABC County or its authorized representative for eligibility, may select other training.

8. **PERFORMANCE.** The Provider understands that it is expected that employment placement rates and wage rates for students who complete approved training programs will meet or exceed the performance rates established between ABC County and the Technical College System of Georgia – Office of Workforce Development. Performance rates are re-negotiated yearly with the Technical College System of Georgia – Office of Workforce Development. If the negotiated rates for Adults and Dislocated Workers are revised, the Provider may be notified by ABC County using any of the contact information provided on page 1 of the Contract. Provider will comply with any and all performance rates upon receiving notification of any revisions. For provider convenience, the goals are as follows for Program Year 2018:

<p>| Negotiated Performance Rates |</p>
<table>
<thead>
<tr>
<th>Performance Measure</th>
<th>PY-18</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>WIOA Adult</strong></td>
<td></td>
</tr>
<tr>
<td>Employment Rate 2\textsuperscript{nd} Quarter After Exit</td>
<td>00.0%</td>
</tr>
<tr>
<td>Employment Rate 4\textsuperscript{th} Quarter After Exit</td>
<td>00.0%</td>
</tr>
<tr>
<td>Median Earnings 2\textsuperscript{nd} Quarter After Exit</td>
<td>$0000</td>
</tr>
<tr>
<td>Credential Attainment within 4 Quarters After Exit</td>
<td>00.0%</td>
</tr>
<tr>
<td><strong>WIOA Dislocated Worker</strong></td>
<td></td>
</tr>
<tr>
<td>Employment Rate 2\textsuperscript{nd} Quarter After Exit</td>
<td>00.0%</td>
</tr>
<tr>
<td>Employment Rate 4\textsuperscript{th} Quarter After Exit</td>
<td>00.0%</td>
</tr>
<tr>
<td>Median Earnings 2\textsuperscript{nd} Quarter After Exit</td>
<td>$0000</td>
</tr>
<tr>
<td>Credential Attainment within 4 Quarters After Exit</td>
<td>00.0%</td>
</tr>
<tr>
<td><strong>WIOA Youth</strong></td>
<td></td>
</tr>
<tr>
<td>Employment Rate 2\textsuperscript{nd} Quarter After Exit</td>
<td>00.0%</td>
</tr>
<tr>
<td>Employment Rate 4\textsuperscript{th} Quarter After Exit</td>
<td>00.0%</td>
</tr>
<tr>
<td>Credential Attainment within 4 Quarters After Exit</td>
<td>00.0%</td>
</tr>
<tr>
<td><strong>Employer Indicators</strong></td>
<td></td>
</tr>
<tr>
<td>Employer Retention</td>
<td>TBD</td>
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<tr>
<td>Repeat Business Customer</td>
<td>TBD</td>
</tr>
</tbody>
</table>

9. **MONITORING.** ABC County may conduct periodic program monitoring reviews. Providers with five (5) or more enrolled students during a calendar year will be subject to monitoring reviews. These reviews will focus on the extent to which the planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program. Authorized representatives of the ABC County, ABC Workforce Department, and the Technical College System of Georgia – Office of Workforce Development shall have the right to all activities and facilities operated by Provider in connection with this Agreement. Facilities include all files, records, and other documents related to the performance of this Agreement. Provider shall furnish such information that may be relevant to the question of compliance or the effectiveness, legality, and achievements of ABC County’s program.

10. **PROVISION FOR CONDITIONAL APPROVALS FOR NEW PROVIDERS.** Initial referrals to the Provider’s training programs will be limited to five (5) students. Additional referrals will be
approved once ABC County has evaluated the Provider’s training programs to determine that they are in full compliance with the terms of the Provider Agreement and that required placement and performance outcome goals are achieved for at least 80% of the students completing the training. The Provider also understands that ABC County will not continue the referral of students if performance and placement rates fall below the performance outcome goals established by this ABC County.

11. **Non-Duplication of Payment.** The Provider agrees that the students will not be asked to pay for any items or services provided under this Agreement. The Provider understands that a violation of this provision may result in termination of this Agreement at ABC County’s discretion.

12. **Coordination of Funds.** The Provider understands that funds provided under this Agreement may only be used to pay for services not covered by other types of financial aid. The Provider also agrees to provide ABC County with written information concerning other financial aid received by each student under this agreement.

13. **Withdrawal Policy.** The Provider agrees that in the event a student withdraws from training, funds paid under this Agreement for the current quarter/semester will be refunded to ABC County under the school’s reimbursement policy if the student is eligible for reimbursement. The Provider also agrees to notify ABC County within five (5) business days when a student withdraws from training.

14. **Access.** The Provider agrees that ABC County may counsel students and perform on-site visits. The Provider agrees to allow timely and reasonable access to its personnel and records for the purpose of interviews, discussions, and inspection of all documents, which are pertinent to this Agreement. The Provider also recognizes its responsibility to promptly inform ABC County of any developments, which might hinder a student’s successful completion of training.

15. **Time and Attendance Records.** The Provider agrees to assist with and provide documentation of time and attendance for students enrolled under this Agreement to ABC County or its authorized representative. The Provider may be liable for any disallowed costs which results from discrepancies discovered in monitoring visits/reviews or audits by ABC County, the Governor’s Office of Workforce Development, or the U.S. Department of Labor, or any of their authorized representatives.

16. **Suspension.** ABC County reserves the right to temporarily suspend this Agreement in whole or in part if it is determined by the ABC County that the Provider is failing to substantially comply with the quality of service or specified completion schedule of its duties under this Agreement. This is to permit Provider a reasonable time period to rectify any such failure.

17. **Record Keeping.** Provider agrees that all records pertinent to this Agreement, as well as those of third party contractors, including financial, statistical, property and participant, and supporting documents shall be available upon request. If the Provider receives $10,000 or more through funding from ABC County, records must be maintained for a period of seven (7) years from the end of the program year in which the Agreement ends. If prior to the expiration of the seven (7)
year retention period, any litigations or audit is begun or a claim is instituted involving the Agreement covered by the records, the Provider agrees to maintain the records beyond the seven (7) year period until such litigation, audit findings, investigations or claim has been finally resolved. Should the Provider cease to do business within the retention period required, all records pertinent to the WIOA or WIOA and any subsequent regulations will be delivered to ABC County. The Provider shall retain sole liability for the contents of the records.

18. REPORTS. The Provider shall furnish ABC County, upon request, with progress reports for each participant under this Agreement. The progress reports are copies of transcripts or credentials attained, e.g., diploma, degree, certificate of completion, etc.

19. PROHIBITED ACTIVITIES. The Provider assures that training programs funded under this Agreement do not include any religious activities.

20. AMENDMENT. The contract incorporates all prior negotiations, interpretations, and understandings between the parties and is the full and complete expression of their Agreement. Any change, alteration, deletion, or addition to the terms set forth in this Agreement must be by written amendment executed by both parties.

21. EQUIPMENT. The Provider shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.

22. HEALTH AND SAFETY. The Provider shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

23. INSURANCE. Without limiting ABC County’s right to indemnification, it is agreed that the Provider shall secure prior to commencing any activities under this Agreement, and maintain during the Term of this Agreement, insurance coverage.
ATTACHMENT B
Provider Affidavit under O.C.G.A. §13-10-91

By executing this affidavit, the undersigned Provider verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of ABC COUNTY has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned Provider will continue to use the federal work authorization program throughout the Contract Term and the undersigned Provider will contract for the physical performance of services in satisfaction of such contract only with Subcontractors who present an affidavit to the Provider with the information required by O.C.G.A. §13-10-91. Provider hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_________________________________________
Federal Work Authorization User Identification Number

_________________________________________
Date of Authorization

_________________________________________
Name of Provider

Apprenticeship Training
Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on __________, 20__ in _____________(city), ______(state).

By: ___________________________________________
Signature of Authorized Officer or Agent

_________________________________________
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the _____ day of ______________, 20__.

_________________________________________
NOTARY PUBLIC
My Commission Expires:
SubProvider Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned SubProvider verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with ___________________(insert name of Contractor) on behalf of ABC COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned SubProvider will continue to use the federal work authorization program throughout the contract period and the undersigned subProvider will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the SubProvider with the information required by O.C.G.A. § 13-10-91. Additionally, the undersigned SubProvider will forward notice of the receipt of an affidavit from a sub-subProvider to the Provider within five business days of receipt. If the undersigned SubProvider receives notice that a sub-subProvider has received an affidavit from any other contracted sub-subcontractor, the undersigned SubProvider must forward, within five business days of receipt, a copy of the notice to the Contractor. SubProvider hereby attests that its federal work authorization user identification number and date of authorization are as follows:

___________________________________
Federal Work Authorization User Identification Number

_________________________________
Date of Authorization

_________________________________
Name of SubProvider

Apprenticeship Training_____________________
Name of Project

_________________________________
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ __, 20__ in _____________(city), ______(state).

By:_________________________________
Signature of Authorized Officer or Agent

_________________________________
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the
______ day of ______________, 20___.

_________________________________
NOTARY PUBLIC
My Commission Expires:
ATTACHMENT D

Sub-SubProvider Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned sub-subProvider verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for ___________________________ (name of subProvider or sub-subProvider with whom such sub-subProvider has privity of contract) and ___________________________ (name of Contractor) on behalf of ABC COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subProvider will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subProvider will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subProvider with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subProvider shall submit, at the time of such contract, this affidavit to ___________________________; (name of SubProvider or sub-subProvider with whom such sub-subProvider has privity of contract). Additionally, the undersigned sub-subProvider will forward notice of the receipt of any affidavit from a sub-subProvider to ___________________________ (name of SubProvider or sub-subProvider with whom such sub-subProvider has privity of contract). Sub-subProvider hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_________________________________
Federal Work Authorization User Identification Number

_________________________________
Date of Authorization

_________________________________
Name of Sub-subProvider

_________________________________
Name of Project

_________________________________
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on __________, 20___ in ______________(city), ______(state).

By:________________________________________________________
Signature of Authorized Officer or Agent

_________________________________
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the _____ day of ______________, 20__.

_________________________________
NOTARY PUBLIC
My Commission Expires:____________
ATTACHMENT F

CONTRACT COMPLIANCE WITH STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS (ASSURANCES)


Provider agrees that all work done as part of this contract will comply fully with all administrative and other requirements established by applicable federal and state laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules, and regulations, and agrees to fully reimburse the Department for any loss of funds or resources resulting from non-compliance by the Provider, its staff, agents, or subcontractor as revealed in any subsequent audits. The Provider understands that the following items specifically apply to this contract, but do not exclude any other applicable federal or state laws or requirements.

The word Provider is synonymous with the word Vendor as described in 29 CFR 99.210.

Advance Federal Agency Approval of Cost: It is agreed that it shall be the responsibility of the Provider to request in writing, from ABC WORKFORCE DEVELOPMENT, approval of expenditures which require advance federal agency approval. It shall be the responsibility of the ABC WORKFORCE DEVELOPMENT to acquire written federal agency approval of these requests for advance approval received from the Provider and to notify the Provider in writing of the approval. Expenditures requiring advance federal agency approval may not be made by the Provider prior to receipt of ABC WORKFORCE DEVELOPMENT written notification that federal agency approval has been granted. ABC WORKFORCE DEVELOPMENT contract budget approval does not constitute previous federal agency and/or ABC WORKFORCE DEVELOPMENT approval of costs requiring advance federal/state agency approval.

The federal cost principles for determining allowable costs for this contract are OMB Circular A-122 for contracts with nonprofit organizations; A-87 for contracts with State or Local governments; and A-21 for contracts with educational institutions.

A. OMB Circulars A-133, Audits of States, Local Governments, and Non-Profit Organizations. Commercial organizations expending more than $300,000 in federal funds must have either an organization-wide audit conducted in accordance with OMB Circular A-133 or a program-specific financial and compliance audit.


H. The Copeland “Anti-Kickback” Act (18 USC Sec. 874 and 40 USC Sec. 276c), as supplemented by DOL in 29 CFR Part 3, regarding all contracts and subcontracts in excess of $2000 for construction or repair.

I. The Davis-Bacon Act (40 USC Sec. 276a to Sec. a-7), as supplemented by DOL in 29 CFR Part 5, concerning wages to laborers and mechanics in construction contracts and subcontracts in excess of $2,000 when required by Federal legislation.

J. The Contract Work Hours and Safety Standards Act (40 USC Sec. 327-333), as supplemented by DOL in 29 CFR Part 5, construction contracts and subcontracts in excess of $2000 and $2500 for other contracts where applicable.

K. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401 et seq.), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

L. Federal Water Pollution Control Act (33 USC Sec. 1251 et seq.): Contractor agrees to comply with all applicable standards, orders or regulations of this Act if contract exceeds $100,000.

N. The Resource Conservation and Recovery Act (Pub. L. 94-580 codified at 42 USC Sec. 6962), as referenced at 29 CFR 95.16, regarding giving preference in procurement programs funded with federal funds to the purchase of recycled products pursuant to EPA guidelines.

O. The Contractor agrees to comply with the conflict of interest and code of conduct requirements governing Workforce Innovation and Opportunity Act transactions set forth at 29 CFR 95.42 or 29 CFR 97.36(b)(3), as appropriate, and at 20 CFR 667.200(a)(4).

P. The Federal Social Security Act, 42 USC Sec. 303 and 503, requiring states to disclose UI information to designated public officials for programs such as food stamps and child support recovery.


U. Public Law 109-234, Salary and Bonus Limitations


W. Whistleblower Protection: The Contractor awarded funds shall promptly refer to the US. Department of Labor Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. (Recovery Act Sec. 1553)

X. The Byrd Anti-Lobbying Amendment and restrictions on lobbying as codified in 29 CFR Part 93

Y. Compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 328 and 333) (Contracts exceeding $2,500 involving employment of mechanics/laborers; construction contracts in excess of $2,000)

Z. The requirements related to nepotism found at 20 CFR 667. Subpart B.

AA. The requirement to allow access by the Federal Grantor agency, the U.S. Comptroller General, the State Grantee agency, the Sub-grantee agency, or any of their duly authorized representatives to any employees, books, document, papers and records which are directly
pertinent to the provision of services under this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. [29 CFR 97.36(i)(10)]

BB. The requirement to retain all pertinent records for three years after the Contractor receives final payment and all pending litigation, claims, and audit findings are closed. (29 CFR 97.42, 29 CFR 95.53)

CC. Government-wide debarment and suspension (29 CFR Part 98) and government-wide drug-free workplace requirements

DD. For all contracts in excess of the small purchase threshold, administrative, contractual, or legal remedies where contractors violate or breach contract terms. The clause provides for sanctions or penalties, as appropriate.

EE. Termination for cause and for convenience by the awarding agency, including the process for exercising the clause and any basis for settlement (applies to contracts in excess of $10,000).

Provider agrees to comply with awarding agency requirements and regulations pertaining to reporting [29 CFR 97.36(i)(7)]. In the event that the Provider performs any experimental, developmental, or research work under the contract, Provider agrees to comply with 29 CFR 97.34 and 97.36(i)(9) pertaining to discoveries and invention patent rights and 29 CFR 97.34 and 97.36(i)(9) pertaining to copyrights and rights in data.

Provider assures that he/she will comply fully with the nondiscrimination and equal opportunity provision of the Workforce Innovation and Opportunity Act; the Nontraditional Employment for Women Act of 1991, Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulation implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

In the event that the Assurances are updated, the Provider may be notified by ABC County. The Provider is responsible for adhering to any new Assurances regardless of receipt of notification from ABC County.
ATTACHMENT G

Notice of Equal Opportunity and Nondiscrimination

The U.S. Equal Employment Opportunity Commission enforces Federal laws prohibiting employment discrimination. These laws protect employees and job applicants against employment discrimination when it involves:

- Unfair treatment because of **race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information**.
- Harassment by managers, co-workers, or others in the workplace, because of race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information.
- Denial of a reasonable workplace accommodation that the employee needs because of religious beliefs or disability.
- Retaliation because the employee complained about job discrimination, or assisted with a job discrimination investigation or lawsuit.

**DISABILITY**

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

**GENETICS**

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers’ acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

The EEOC contact information is revised as follows:
The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

**INDIVIDUALS WITH DISABILITIES**

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

ATTACHMENT H

ASSURANCES AND CERTIFICATIONS
I. The Contractor assures ABC WORKFORCE DEVELOPMENT that he/she will comply with the Workforce Innovation and Opportunity Act (WIOA) Public Law 105-220 or any subsequent regulation; 20 CFR Part 652 et al. or any subsequent regulation; and associated OMB Circulars such as A-87, A-21, A-102, A-122, A-110, A-133, etc. or any subsequent regulations; and any Technical College System of Georgia, Office of Workforce Development and/or ABC WORKFORCE DEVELOPMENT requirements. In the event that the Assurances are updated, the Contractor will be required to adhere to any new Assurances.

II. As recipients of WIOA Title IB adult, youth, and dislocated worker funds, you must obtain and have posted the following certifications and assurances.

   (i) Certification Regarding Lobbying (29 CFR Part 93)
   (ii) Drug-Free Workplace Requirements Certification (29 CFR Part 98)
   (iii) Nondiscrimination And Equal Opportunity Assurance (29 CFR Part 37)
   (iv) Certification Regarding Debarment, Suspension, and Other Responsibility Matters
   (v) Primary Covered Transactions (29 CFR Part 98)
   (vi) Standard Assurances For Non-Construction Programs

All recipients of WIOA Title IB funds including local workforce areas, eligible training providers, on-the-job training and work experience worksites and participants are made aware of the certifications and assurances.

All grants, Memorandum of Understanding or Agreement, provider agreements or any other formal contract paid in full or in part with WIOA Title IB funds must contain the following assurances or, at a minimum must be referenced.

A. Certification Regarding Lobbying
   As the duly authorized representative, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, provider agreements, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section
1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

B. Certification Regarding Drug-Free Workplace Requirements

As the duly authorized representative, the contractor certifies that it will provide a drug-free workplace by:

1. Publishing a statement, signed by the authorized authority, notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;

2. Establishing an ongoing drug-free awareness program to inform employees about:
   (i) The dangers of drug abuse in the workplace;
   (ii) The contractor’s policy of maintaining a drug-free workplace;
   (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (iv) Penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee engaged in or that plans to engage in the performance of WIOA federally funded grants be given a copy of the statement required by paragraph (1);

4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
   (i) Abide by the terms of the statement; and
   (ii) Notify the employer in writing of his or her conviction for violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

5. Notifying the OFFICE OF WORKFORCE DEVELOPMENT in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is convicted:
   (i) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Ensure that all recipients of WIOA Title IB funds including participants, service and training providers provide notification that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited at service and training provider sites
and specify the actions that will be taken against employees for violations of such prohibition;

8. Making a good faith effort that the Contractor and provider worksites maintain a drug-free workplace through implementation of paragraphs (1)-(7).

C. Nondiscrimination And Equal Opportunity Assurance

1. As the duly authorized representative the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

   (i) WIOA Equal Opportunity and Nondiscrimination Regulations 29 CFR Part 37 and Section 188 of the Workforce Innovation and Opportunity Act of 1988 which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title IB financially assisted program or activity;

   (ii) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;

   (iii) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

   (iv) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;

   (v) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and

2. This assurance applies to the Contractor’s operation of the WIOA Title IB financially assisted program or activity, and to all agreements the Contractor makes to carry out the WIOA Title IB financially assisted program or activity. The Contractor understands that the Grantor has the right to seek judicial enforcement of this assurance.

D. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

As the duly authorized representative the Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal department or agency;

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

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
E. Assurances – Non-Construction Programs
As the duly authorized representative the Contractor certifies that this agency:

1. Has the legal authority and the institutional managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of WIOA Title IB programs.

2. Will give the Comptroller General of the United States and the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to WIOA Title IB programs; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete work relating to financial and management information system reporting requirements within acceptable times frames.

5. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) all other laws incorporated into or referenced in the Workforce Innovation and Opportunity Act of 1998, including, Title VI of the Civil Rights Act as amended; (b) Title IX of the Education Amendments of 1972, as amended; (c) Section 504 of the Rehabilitation Act as amended; (d) the Age Discrimination Act of 1975, as amended; (e) the Drug Abuse Office and Treatment Act of 1972 (PL 91-616) as amended; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 DD.3 AND 290 EE.3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 as amended; (h) Military Selective Service Act; (i) Nontraditional Employment for Women Act; and (j) Department of Labor Federal Regulations at 29 CFR Parts 34 and 1604.

6. Will comply with Federal regulation 20 CFR 652, et al., regarding the retention of records;

7. Will certify if requested, in accordance with 29 CFR Part 98, Section 98.510, that neither it nor its one-stop operators, service providers or training providers are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.


9. Will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7374-7328), which limit political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

10. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.

11. Will comply with all applicable requirements of all other Federal laws, executive orders,
regulations and policies governing WIOA Title IB programs.