

**EXAMPLE OF REQUEST FOR PROPOSAL
WITH NONDISCRIMINATION EQUAL
OPPORTUNITY LANGUAGE**

**Contract Between
Central Arkansas Planning and Development District, Inc.**

and

to Provide Services to Youth
Under Title IB of the Workforce Investment Act

OVERVIEW

The purpose of this contract is to establish a working agreement between Central Arkansas Planning and Development District, Inc. (CAPDD) and the _____ to provide services to youth participants in CAPDD's Workforce Investment Act Title IB program as described in _____'s response to CAPDD's request for proposals for youth services, a copy of which is included with contract as an attachment.

The services provided under this contract will be provided for Central Arkansas WIA Title IB youth to participate in the At Risk Youth Development Program during program year 2010 — July 1, 2010 through June 30, 2011, with maximum fiscal liability of \$0. CAPDD will reimburse _____ at the rate of \$0 per month per participant.

Parties to this contract are CAPDD, the administrator of the federal Workforce Investment Act Title IB programs in the Central Arkansas Workforce Investment Area, and the _____. These agencies are the only parties included in this contract.

SECTION I - CONTRACT PROCEDURES

A. DEFINITIONS:

Act: Workforce Investment Act

ADWS: Arkansas Department of Workforce Services

AWIB: Arkansas Workforce Investment Board

CAPDD: Central Arkansas Planning and Development District, Inc.

DOL or USDOL: United States Department of Labor

WIA: Workforce Investment Act

B. LEGAL AUTHORITY

1. _____ assures and guarantees that it possesses the legal authority pursuant to any proper, appropriate, and official motion, resolution, or action passed or taken giving _____ legal authority to enter into this contract, to receive the funds authorized by this contract, and to perform the services _____ has obligated itself to perform under this contract.
2. The person signing and executing this contract on behalf of _____ does hereby warrant and guarantee that he/she has been fully authorized by _____ to execute this contract on behalf of _____ and to validly and legally bind _____ to all the terms, conditions, performance, and provisions herein set forth.
3. The provisions of OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments, apply to all contracts written by the CAPDD, Inc.

C. ASSURANCES

1. _____ assures that it shall observe the following:
 - a. It shall comply with 29 USC 2938 et seq., which is incorporated herein as if fully rewritten, and covenants that no person with responsibilities in the operation of any program under the WIA will discriminate with respect to any program client or any applicant for participation in such program because of race, color, religion, sex, national origin, age, disability, or political affiliation or belief.
 - b. It shall comply with Title VI of the Civil Rights Act of 1964, as amended, (42 USC 2000 (d) et seq.), which is incorporated herein by this reference, no person shall be discriminated against on the grounds of race, color, sex, national origin, age, disability, or political affiliation or belief be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination, under any program or activities for which _____ herein received federal financial assistance. _____ shall immediately take any measures necessary to effectuate this requirement.
 - c. It shall comply with Title VII of the Civil Rights Act of 1964, (42 USC. 2000(e)) as amended and Executive Orders 11246 and 11375, which are incorporated herein by this reference as if fully rewritten and covenants that no employee or applicant for employment will be discriminated against because of race, color, sex, religion, or national origin.
 - d. It shall comply with the Fair Labor Standards Act of 1963 (29 USC. 201-219) as amended, which is incorporated herein by this reference as if fully rewritten, and covenants that it will not practice wage differentiation in employment based on sex.
 - e. It shall comply with the Age Discrimination in Employment Act of 1975 (42 USC. A 6101 et seq.), which is incorporated herein by this reference as if fully rewritten, and covenants that it will not discriminate against any person on the basis of their age, exclude from

- participation in, or deny the benefits of any of _____ programs and activities receiving federal financial assistance.
- f. It shall comply with section 504 of the Rehabilitation Act of 1973 as amended (29 USC 793-794) and the Vietnam-Era Veterans Readjustment Act of 1974 (38 USC 2012-2014), as amended, which are incorporated herein by this reference as if fully rewritten, and covenants that it will not discriminate in an employment situation against mentally or physically disabled person, or veterans, or against otherwise qualified Vietnam-Era Veterans, if such individuals are capable of performing the work involved in the employment situation.
 - g. It shall comply with the Americans with Disabilities Act of 1990 as amended (42 USC 12101 et seq.), Equal Employment Opportunities (29 CFR, Part 37), and the record keeping and reporting requirements of ADA (29 CFR, Part 1602 and 1627 as amended). CAPDD and _____ will not discriminate against qualified applicants and employees on the basis of disability if they meet the job related requirements of the position and can perform the essential functions of a job.
 - h. It shall comply with Title IX of the Education Amendments of 1972 as amended (Title IX) (20 USC. 1681-1688), which is incorporated herein by this reference as if fully rewritten, which provides that no person shall, on the basis of sex, be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any education or training program or activity receiving financial assistance from the Department of Labor.
 - i. It shall take affirmative action to ensure that services to clients are provided without regard to their race, color, sex, religion, national origin, or physical or mental disabilities. _____ and CAPPD also covenant to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contractor's EEO Officer setting forth the provisions of this nondiscrimination clause.
 - j. It shall comply with 29 CFR, Part 97.34 as amended, pertaining to copyrights and agreements, which involve the use of copyrighted materials or the development of copyrighted materials.
 - k. CAPDD and the Department of Labor shall have unlimited rights to any data first produced or delivered under this agreement.
2. It shall, in all solicitation or advertisements placed by or on behalf of _____, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, national origin, or condition of physical or mental disabilities.
 3. _____ and CAPDD covenant that no funds under this contract shall be used for public service employment.

D. MODIFICATIONS TO THIS CONTRACT

1. Except as provided otherwise herein, any alternations, additions, or deletions to the terms of this contract shall be by modification hereto in writing and executed by both parties to this contract. To be effective, any modifications pursuant to this subsection must be submitted in duplicate and must be signed by the Executive Director of CAPDD and by the authorized agent or designee of _____ to sign the contract on behalf of _____.
2. In the event _____ wishes to propose modifications, _____ must submit such proposed modification to CAPDD at least 30 calendar days prior to the desired effective date of the proposed modifications.
3. Contract may not be modified solely to adjust planned performance to meet actual performance. Modification to this contract cannot change planned performance levels that are established for a period prior to the effective date of such modification.
4. CAPDD may at any time, by written order, make changes within the general scope of this contract. Such changes shall be preceded by 30 days notice unless earlier implementation is required, in which case the reasons for requiring earlier implementation will be stated and implementation date negotiated by both parties.
5. Any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal Laws or Federal Regulations promulgated pursuant thereto or changes in Department of Labor's, ADWS's, AWIB's, or CAPDD's issuances are automatically incorporated into this contract without written amendment hereto, and shall go into effect on the date designated by the law, regulation, or issuance date of CAPDD's instructions.
6. If _____ cannot conform to changes required by Federal Laws, Federal Regulations promulgated pursuant thereto, or changes in DOL's, ADWS's, AWIB's, or CAPDD's instructions, _____ shall notify CAPDD in writing that it cannot conform to the changes not later than the effective date of such Law, Regulation, or instructions, or within three (3) days of written notification from CAPDD. CAPDD shall then establish the procedure for the termination of the contract as soon as practicable. Unearned payments under this contract will be suspended. The best interests of clients shall be the primary consideration in establishing the standard for such termination.
7. It is understood and agreed by the parties hereto that this contract must, at all times, be in compliance with WIA and Regulations promulgated pursuant to WIA, and that changes, interpretations, and clarifications of WIA and Regulations made by the United States Department of Labor and the Courts during the contract period will have the effect of qualifying the terms of this contract.
8. Changes in this contract, both programmatic and funding, are possible due to revisions to the WIA grant, and any such changes that are necessary shall be incorporated into the contract.

E. TERMINATION OF CONTRACT

1. Termination of Contract for Cause

- a. CAPDD may terminate this contract when it has been determined that _____ has failed to provide the services specified or failed to comply with any provision contained in this contract. If _____ fails to perform, in whole or in part, the terms of this contract or fails to make sufficient progress, thereby endangering performance, CAPDD will notify _____ of such unsatisfactory performance in writing. _____ has 10 working days in which to respond with a written plan, acceptable to CAPDD, for correction of the deficiencies. If _____ does not respond within the appointed time with appropriate plans, CAPDD may serve a termination notice on _____, which will become effective within five (5) days after receipt. In the event of termination, CAPDD shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are in accordance with the provisions of this contract.
- b. _____ and CAPDD shall comply with Cost Principles for Non-Profits as stated in OMB Circular A-122. Failure by _____ to comply with this provision may be grounds for immediate or emergency termination of the contract.
- c. CAPDD reserves the right to terminate this contract immediately, without notice, in cases of gross mismanagement by _____ or to protect the integrity of WIA funds. The following shall be deducted from any amount due to _____ under this emergency clause:
 - All un-liquidated advance or other payments on account previously made to _____ applicable to the termination portion of this contract.
 - Any claim which CAPDD has against _____ in connection with this contract.
 - Any disputed or inappropriate amounts for which CAPDD made payment.
- d. If the termination hereunder is partial, prior to the settlement of the terminated portion of this contract, _____ may file with CAPDD a request, in writing, for an equitable adjustment of the price or prices specified in the contract relating to the continued portion.

2. Termination for Convenience

- a. This contract may be terminated wholly or partially by CAPDD.
- b. _____ may terminate this contract, in part or as a whole, by providing CAPDD written notification, stipulating the reason(s) for such termination and the effective date. In the case of partial termination, CAPDD may exercise its option to terminate the remaining portion(s) of the contract if such portion(s) will not accomplish the purposes for which the award was made. Termination shall be effected by delivery to _____ of a notice of termination specifying the extent to which performance of work under the contract is terminated and the date upon which termination becomes effective.

3. Termination for Lack of Funding

CAPDD may, by written notice, terminate this contract, in whole or in part, due to a cancellation or reduction in funding unilaterally imposed by USDOL.

4. At all times, _____ shall preserve records relating to this contract and shall protect said records and property from loss, damage, or destruction.

F. GRIEVANCES, DISPUTES, CLAIMS, AND COURT ACTION

1. Any grievance, dispute, or claim between CAPDD and _____ concerning the terms or provisions of this contract, which constitutes a question of fact and which is not disposed of by agreement, shall be decided by CAPDD who shall send a written copy of its decision to _____. The decision shall be final and conclusive unless within 10 days from the date of receipt of the written copy, _____ furnishes CAPDD with a written appeal. The decision of the Chairman, CAPDD, concerning such appeal shall be made within 30 days and shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, arbitrary, capricious, so grossly erroneous as necessary to imply bad faith, or not supported by a preponderance of evidence. In connection with any appeal proceeding under this clause, _____ shall be afforded the opportunity to be heard and to offer evidence in support of its appeal. Pending final determination of the grievance, dispute, or claims, _____ shall proceed diligently with the performance of the contract.
2. _____ shall expeditiously notify CAPDD in writing of any action or suits filed and of any claims made against CAPDD, _____, or any of the parties involved in the implementation, administration, or operation of the services/programs funded through this contract.
3. If _____ is determined to have materially failed to comply with any term of this agreement, CAPDD may take one or more of the following actions:
 - a. Temporarily withhold cash payments pending correction of the deficiency by _____;
 - b. Disallow all or part of the cost of the activity or action not in compliance;
 - c. Suspend or terminate all or part of the contract;
 - d. Withhold future payments from _____; or
 - e. Seek legal remedies through the court system.

G. OTHER STIPULATIONS GOVERNING THIS CONTRACT

1. All powers not explicitly vested in _____ by the terms of this agreement remain with CAPDD.
2. CAPDD has no obligation to subcontractors of _____ or any party other than _____.
3. The United States Department of Labor is not a party to this contract.
4. Pursuant to Executive Order 12549, Debarment and Suspension, 29 CFR 98.510, _____ is required to attest that neither it nor its principals are presently debarred, suspended, proposed

for debarment, declared ineligible, or voluntarily excluded from participation in transactions utilizing federal assistance funds.

5. CAPDD will render technical assistance as appropriate, if requested by _____.

SECTION II - PREVENTION OF FRAUD AND ABUSE

A. FRAUD AND ABUSE

1. _____ shall establish, maintain, and utilize positive internal program management procedures for all activities funded in whole or in part under this contract.
2. CAPDD shall regularly monitor _____'s program through referred client and transportation data, staff and/or client interviews, observation of program operations, and/or examination of program records relating to this contract in order to ensure compliance with WIA regulations, this contract, and provisions of any contracts funded in whole or in part through this contract. _____ shall act promptly to remedy deficiencies noted in such CAPDD monitoring findings. CAPDD may terminate this contract in accordance with Section I, Subsection E, of this agreement.
3. _____ shall notify CAPDD, in writing, of any suspected fraud, abuse, and/or misapplication of WIA funds immediately upon discovery of such fraud, abuse, or misapplication. _____ assures repayment of any funds fraudulently obtained by its employees or its subcontractors under this contract.
4. In addition to the requirements imposed elsewhere in this agreement, _____ shall ensure that sufficient, auditable, and otherwise adequate records are maintained which support the expenditure of all funds received under this contract. Such records shall be sufficient to permit CAPDD and USDOL to audit and monitor _____'s performance under this contract.
5. _____ shall establish and conduct its own monitoring and control systems sufficient to ensure that there are no violations of this contract. Further, _____ assures that corrective action will be taken based upon any monitoring review findings of such systems.
6. _____ shall provide accurate current client information to CAPDD's administration staff as requested.
7. CAPDD will be held harmless for all liabilities incurred by _____ employees or subcontractors in pursuit of this contract.

B. CONFLICT OF INTEREST

1. _____ assures that organizational conflict of interest and/or the appearance of conflict of interest, including "less than arms length" agreements, shall not occur in any activities pertinent to this contract. Negotiations at "arms length" ensure:

- That any and all agreements and transactions are made between parties having opposing economic interests,
 - That each party always remains capable of distinguishing its economic interests from those of the other party, and,
 - In case of conflicts, that each party is able to choose those interests which benefit it directly.
2. No employee, officer, or agent of _____, member of his/her immediate family, his/her business partner(s), organizations which employ, or are about to employ any of the above, members of the governing body or board, or any person exercising any function or responsibility in the review or approval of implementing or carrying out the terms of this contract shall participate in any decision relating to the contract which affects their personal financial interests.
 3. _____ assures that no funds received under this contract shall be paid to any non-governmental individual, institution, or organization to conduct an evaluation of any program under this contract, if such individual, institution or organization is associated with that program as a consultant or technical advisor.
 4. _____ agrees that none of its employees, officers, or agents have interest nor shall they acquire any interests, either direct or indirect, which may conflict in any manner or degree with the performance of services required to be performed by _____ under this contract. _____ further agrees that, in the performance of this contract, no person having such interest shall be employed. _____ shall establish adequate safeguards to prevent its staff members, officers, agents, or subcontractors from using their positions for purposes which may appear to be motivated by a desire for personal or private gain for themselves or others, especially those with family, business, or other close ties. In the event of a subcontract, _____ shall require all its subcontractors to comply with this section as a precondition of contract award.

C. NEPOTISM

1. _____ assures that it shall not employ or subcontract with any person to provide services under this contract. _____ further assures that no subcontractor to this contract shall employ any person in any position or work, if any member of that person's immediate family is engaged in an administrative capacity by _____ or CAPDD.
2. Exceptions to this provision may be granted in writing by CAPDD, if special circumstances exist and if any undue influence or appearance of undue influence is removed, as determined by CAPDD.
3. For the purposes of this section, "immediate family" means wife, husband, son, daughter, mother, father, grandparents, brother, sister, aunt, uncle, niece, nephew, and "step" and "in-law" relationships of those enumerated.

4. For the purposes of this section, "person in an administrative capacity" means those persons who have any responsibility for the obtaining and/or approval of any funds under CAPDD or WIA, as well as any officials or staff persons who have influence or control over the administration of the program and/or who have selection, hiring, placement, enrollment, or supervisory responsibility within the program.

D. CHILD LABOR

_____ shall comply with applicable federal, state, and local child labor laws.

E. KICKBACKS

No officer, employee, or agent of _____ shall solicit or accept gratuities, favors, or anything of monetary value from any actual or potential subcontractor or client.

F. POLITICAL ACTIVITY: LOBBYING

1. _____ may not select, reject, or promote a client based upon that individual's political affiliation or beliefs. The selection or advancement of employees as a reward for political service or partisan patronage is discrimination based upon political belief or affiliation, and is therefore prohibited. There shall be no referral or selection of clients or subcontractors based upon political affiliation.
2. No WIA funds will be paid by or on behalf of _____, to any person for influencing or attempting to influence an officer, agent, or employee of any involved agency, a member of Congress, or an employee or family member of a member of Congress in connection with the award of any CAPDD contract or modification thereto.
3. No services provided under this contract shall involve partisan or non-partisan activity. This prohibition includes, but is not limited to, the following:
 - a. Client or employee participation in any political activity during time of service delivery.
 - b. Client or employee participation in political activities in which such client or employee represents himself/herself as spokesperson for the WIA program.
4. Neither the program, nor the funds provided therefore, nor clients therein, nor the personnel employed in the administration of the program shall be, in any way or to any extent, engaged in the conduct of political activities in contravention of 5 USC 1501-1508 as amended, otherwise known as the Hatch Act.
5. No funds provided under this contract may be used in any way to attempt to influence, in any manner, a member of Congress to favor or oppose any legislation or appropriation by Congress or for lobbying State or local legislators.

6. _____ will certify and disclose accordingly, in compliance with Section 1352, Title 31, U.S. Code.

G. SECTARIAN ACTIVITIES

1. No funds under this contract may be used in support of any religious or anti-religious activity.
2. No client may be requested or required to participate in any religious or anti-religious activity or subjected to any action by _____ or any of its subcontractors which would suggest participation in any religious or anti-religious activity.

H. UNIONIZATION or ANTI-UNIONIZATION ACTIVITIES

1. No funds under this contract shall be used in any way to either promote or oppose unionization.
2. No individual shall be required to join a union as a condition for enrollment in a program funded under this contract.
3. If any collective bargaining agreement(s) are in effect for any subcontractor, no part of this contract will be inconsistent with or impair those agreements for collective bargaining.

I. CRIMINAL PROVISIONS

_____ shall be aware of and held accountable for complying with the criminal provisions of 18 USC 665, as amended at Section 182 of the Workforce Investment Act.

J. RELOCATION

_____ assures that, pursuant to Section 141(c) of the Workforce Investment Act, no WIA funds will be used 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.

SECTION III - CONTRACT REQUIREMENTS

A. HOLD HARMLESS

_____ shall at all times hereafter during the term of this contract indemnify and hold harmless CAPDD and its officers, agents, and employees, and USDOL against any and all claims, losses, liabilities, or expenditures of any kind, including court costs and expenses, accruing or resulting from any suits or damages of any character resulting from injuries or damages sustained by any person or persons, firm or corporation, or property, by virtue of the performance of this contract.

B. BONDING REQUIREMENTS

_____ shall ensure that every officer, agent, or employee authorized to act on its behalf in receiving or depositing funds or issuing checks or other instruments of payment shall be bonded in the amount of the highest reimbursement projected for the contract period and proof of this bonding must be provided to CAPDD.

C. INSURANCE

1. CAPDD and USDOL assume no liability with respect to bodily injury, illness, or any activities undertaken under the contract, whether concerning persons or property in _____'s organization or a third party. _____ shall insure or otherwise protect itself with respect to bodily injury, illness, or any other damages or losses or with respect to any claims arising out of any activities undertaken under this contract. _____ further agrees to indemnify and hold harmless CAPDD from any claims of bodily injury or other claims filed against _____ as a result of activities engaged in as part of this contract.
2. When motor vehicles are used by _____ or its subcontractors to conduct activities under this contract, _____ shall ensure that such vehicles are protected by a policy of insurance covering bodily injury and property damage and that CAPDD and USDOL are held harmless against claims arising from the ownership, maintenance, or use of such vehicles. _____ shall ensure that said insurance is made through a commercial insurance carrier for at least the minimum coverage limits required by law and/or require proof of such insurance by its subcontractors.
3. _____ shall further ensure that any CAPDD or USDOL property held or in use by _____ or its subcontractors is protected from loss, damage, or destruction. _____ shall ensure that insurance is made through commercial carriers to cover the value of such property and any loss thereto. CAPDD retains the right to recover from _____ any payments made to _____ by an insurer as a result of any claim filed due to loss or damage to subject property. CAPDD also retains the right to recover any such property regardless of receipt of payment to cover loss or damage.

D. COMPLIANCE WITH WORKFORCE INVESTMENT ACT AND REGULATIONS

1. _____ shall comply with the requirements of WIA and with all Regulations promulgated thereunder and, to the extent consistent with WIA Regulations, ensure compliance with applicable collective bargaining agreements.
2. _____ shall operate its program to comply with terms and intentions of this contract.
3. _____ shall comply with Federal Office of Management and Budget Circulars and with Federal and State Laws and Regulations applicable to this contract.

E. ACCESS TO APPLICABLE REGULATIONS, DOCUMENTS, LAWS, etc

It is the responsibility of _____ to obtain or to have access to copies of applicable Federal Regulations, and other Federal and State Laws, Regulations, and documents referenced in this

agreement. If assistance is needed in obtaining such documents, _____ shall immediately notify CAPDD.

F. SUBCONTRACTS

1. _____ shall be responsible for development, approval, and operation of all subcontracts to provide services to WIA clients and shall require that its subcontractors adhere to the requirements and applicable provisions of this contract.
2. _____ shall require proof of the appropriate licensure of each and all operators and/or drivers of any/all vehicles that may be used in providing services under this contract.
3. _____ shall require subcontractors to maintain effective control and accountability over all funds, property, and other assets covered by this contract.
4. Any subcontract shall ensure that subcontractors maintain and make available for review by CAPDD and USDOL all records pertaining to the operation of programs under such subcontracts, consistent with maintenance and retention of records requirements stated previously for _____.
5. _____ agrees that small and minority-owned businesses, including businesses owned by women shall be provided the maximum reasonable opportunity to compete for and to be selected to operate subcontracts.
6. _____ shall be solely responsible for the actions and performance of its subcontractors, including compliance with insurance, licensure, etc. CAPDD shall not be responsible for performance of or payment to subcontractors.
7. In the event a subcontract is cancelled, in whole or in part, _____ shall develop procedures for ensuring continuity of service to clients.
8. All subcontracts shall contain a specific provision prohibiting the use of WIA funds in a manner that violates Section 181(d) of the Act. _____ must ensure that the prospective subcontractor is provided notice of and has agreed to comply with, the prohibition in Section 181(d) of the Act.

G. NONDISCRIMINATION

1. _____ assures that it will comply with Title VI of the Civil Rights Act of 1964, as amended, and implementing regulations; Section 188 of the Workforce Investment Act (WIA) of 1998; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Section 902 of Title IX of the Education Amendments of 1972, as amended; and that no person shall, on the basis of race, color, religion, sex, national origin, age, disability, or political affiliation or belief, be excluded from participation in, denied employment in the administration of, denied the benefits of, or otherwise subjected to discrimination under any program or activity receiving financial assistance under the provisions of this contract.

2. _____ further assures that participation in this program is open to any individual authorized to work in the United States who meets the other eligibility requirements such as proper licensure and that participation in programs and activities financially assisted, in whole or in part, under this contract shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees, and other individuals authorized by the Attorney General to work in the United States.
3. _____ assures that, with respect to terms and conditions affecting or rights provided to, individuals who are clients in activities supported by funds provided under this Act, such individuals shall not be discriminated against solely because of their status as such clients.
4. If CAPDD determines that _____ has failed to comply with the anti-discrimination conditions of this contract, the sanctions under Section 188(b) (1) and (2) shall apply.
5. _____ agrees that it shall take reasonable action to recruit and hire qualified staff who will reflect the significant segments of the workforce residing in the area by age, race, sex, and national origin.
6. _____ agrees to contribute, to the maximum extent feasible, to the elimination of architectural barriers to the employment and/or transportation of disabled persons.

H. COMPLAINT PROCEDURE FOR WIA CLIENTS

1. _____ shall establish a complaint procedure pursuant to CAPDD and WIA requirements and regulations. The purpose of this procedure shall be to hear complaints pertaining to the provision of services of this contract and/or any procedures/policies used by _____ with the clients to be served. _____ shall submit to CAPDD its proposed complaint procedure for approval. _____ may adopt the complaint procedures of CAPDD, if notice is given to CAPDD of such adoption.
2. CAPDD shall make available to each WIA client a written and/or tape recorded copy of the complaint procedure, and shall retain in each client's file a receipt signed by client certifying that he/she has been offered copy of the complaint procedure.
3. _____ shall provide each complainant with a written decision of _____'s final determination of any complaint filed by the complainant. Such notice shall include the procedure(s) by which the complainant may appeal the determination or request a review of the determination by CAPDD.
4. With the exception of complaints alleging fraud or criminal activity, the filing of a complaint must be made within one year of the alleged occurrence.
5. _____, clients in any of _____'s programs, employees of _____, or other persons acting on _____'s behalf shall not intimidate, threaten, coerce, discriminate, or otherwise retaliate against any WIA client or organization because the individual or organization has filed a complaint, intends to file a complaint, or has instituted any complaint procedure.

6. All administrative procedures established by _____, CAPDD, and USDOL must be exhausted before a complaint may assert a cause of action in a court of law.

I. PUBLIC ACCESS TO INFORMATION (Pursuant to 20 CFR 627.463)

1. Access

Records and information maintained by _____ which concern the identification of, work performed shall be made available to the public upon request, so long as the confidentiality of individual clients is guaranteed.

2. Exception

No record or information shall be made available to the public, notwithstanding the provisions of State or local law, where such record would identify any individual client by name, address, phone number, or such information which could be used to identify or contact any individual client without the client's explicit and informed consent. Client records and client identifying information maintained by _____ are confidential and not subject to the Freedom of Information Act.

3. For processing of a request for a record under Item 1 of this section, _____ may charge a fee to the extent sufficient to recover the cost applicable to processing such request.

SECTION IV - FISCAL STANDARDS AND MANAGEMENT, PAYMENT FOR SERVICE

A. INVOICE BILLING, DOCUMENTATION, AND METHOD OF PAYMENT

1. CAPDD shall notify _____ of all reports and bills required as part of the terms of this contract. All such reports and bills, both regular and special, shall be submitted to CAPDD by _____ in the format specified by CAPDD, contain complete and accurate information and shall be submitted at the times established by CAPDD.
2. Late and/or inaccurate billing and reporting by _____ shall constitute non-compliance with the terms of this agreement and shall be cause for CAPDD to require corrective action. Continued non-compliance shall constitute grounds for termination of contract as set forth in Section I, Part E, Item 1 of this contract.
3. Method of payment for this contract will be reimbursement for the cost of services provided to those clients referred by CAPDD and only for those services as specified through CAPDD Referral Form for services to youth participants in CAPDD's Workforce Investment Act Title IB program as described in _____'s response to CAPDD's request for proposals for youth services, a copy of which is included with contract as an attachment.
4. For the purposes of this contract, _____ may submit requests for reimbursement monthly, no later than the 10th day of the month following the invoice period. CAPDD will reimburse _____ at the rate of \$0 per participant per month, not to exceed \$0 for the program year.

5. Requests for reimbursement must be accompanied by a list of youth that participated in the program during the month and a brief summation or description of the activities in which each youth participated and the services each youth received during the month.
6. _____ agrees to follow CAPDD procedures for invoice billing, documentation, and method of payment. Requests for payment for services rendered after the ending date of this contract or in excess of the contract amount will not be honored. CAPDD reserves the right to disallow administrative costs charged under this contract, and/or withhold administrative funds for subsequent contracts, pending certified closeout of this contract, as required by WIA. If such actions are taken, specific reasons will be provided to _____.
7. It is understood and agreed upon by all parties to this contract that payments are conditional upon _____'s full and satisfactory performance of its obligations under this contract, as determined by CAPDD.
8. It is understood and agreed upon by all parties hereto that any right or remedy provided for in this section, or in other provisions of this contract, shall not preclude the exercise of any other right or remedy under this contract or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.
9. At any time during normal business hours, and as often as deemed necessary, CAPDD, USDOL, the Comptroller General of the United States or any other duly authorized entity shall have access to any books, invoices, computer records, payrolls, time sheets, documents, papers and records of _____ which are directly pertinent to charges to this contract and its programs for the purposes of making audits, examinations, excerpts, copies, transcripts and photocopies; this right also includes timely and reasonable access to subcontractors and subcontractors' personnel for the purpose of interviews and discussions related to such documents.

B. FINANCIAL MANAGEMENT

1. _____ agrees to maintain records that will provide accurate, current, complete and separate disclosure of the status of funds received and expended in providing the services outlined by this contract. _____ shall, in these and other respects, comply with applicable Federal regulations establishing standards for financial management of programs operated under Federal grants as if _____ were receiving the funds directly from USDOL, to the extent that such standards are applicable to _____, as determined by CAPDD.
2. _____ shall set-up and maintain its books of account in accordance with sound accounting practices and CAPDD guidelines. CAPDD may grant limited deviations from this requirement only if _____ requests such deviation in writing, with justification to support such a request. Such justification must include a statement of the methodology _____ proposes to use to provide a clear audit trail of each financial transaction made in relation to this contract and its provision of services. In the event CAPDD agrees to the deviation(s), a written waiver will be granted.

3. _____ shall maintain accounts in such a manner that they are traceable to source documentation of unit transactions; source documentation shall be maintained for all transactions. _____ shall submit copies of all source documentation to support each request for reimbursement when or if requested by CAPDD.
4. _____ shall establish and maintain a program by which it monitors its subcontractors to ensure adequate financial management and conformity with CAPDD, State, and Federal requirements and the applicable provisions of this contract.
5. All books of account, ledgers, supporting records and worksheets pertaining to the financial records of this contract shall be retained for a period of three (3) years from the date the contract terminates. Records shall be retained beyond the three-year period if audit findings, litigation or claims have not been resolved or if requested by CAPDD.
6. _____ shall make complete certification regarding debarment, suspension, ineligibility and voluntary exclusion for all subcontracts.

C. PURCHASE AND MAINTENANCE OF PROPERTY AND EQUIPMENT

This contract does not allow any other purchase of property with reimbursement by CAPDD. Any such purchase would require separate, specific, written agreement of CAPDD in a separate contractual agreement. CAPDD will not be a party to any purchase of property or equipment by _____ or any of its subcontractors.

D. LEASES

Except as noted above in paragraph C, CAPDD will not be a party to any leases or rental agreements for any property or equipment used or acquired by _____ whether or not it is used in relation to any clients referred to _____ by CAPDD, nor will it reimburse for such leases, nor will it advance funds for such purposes.

E. CLOSEOUT PROCEDURES AT END OF CONTRACT PERIOD

1. _____ shall submit a complete and acceptable final invoice in accordance with instructions from CAPDD. Such a final invoice must be submitted no later than 10 calendar days after June 30, 2011, or the date this contract terminates, whichever comes first. Failure to submit the final invoice in the established time frame may cause CAPDD to deny payment of final reimbursement due to unavailability of funds.
2. CAPDD will make final payment to _____ not more than 30 days following receipt of _____'s timely final invoice.
3. CAPDD will not pay or reimburse for any services provided after the termination date of this contract.

F. AUDITS AND INSPECTIONS

1. At any time during normal business hours, and as often as deemed necessary, CAPDD, USDOL, the Office of the Inspector General, the Comptroller General of the United States, or any other duly authorized entity shall have access to any books, invoices, computer records, payrolls, time sheets, documents, papers, and records of _____ which are pertinent to this contract and its programs for the purposes of making audits, examinations, excerpts, copies or transcriptions. Audits of _____ shall be conducted in accordance with the provisions of OMB Circular A-128, applicable auditing standards set forth in the financial and compliance element of the standards for Audit of Governmental Organizations, Programs Activities and functions issued by the Comptroller General of the United States, and applicable state audit provisions. _____ will be held accountable for any audit exceptions incurred by it or its subcontractors and must ensure that any such exceptions are expeditiously resolved.
2. CAPDD may arrange for an independent audit of all funds received under this contract.

SECTION V - PROGRAM STANDARDS AND SPECIAL PROVISIONS

A. PERFORMANCE

1. _____ agrees that performance satisfactory to CAPDD and its referred clients is essential to the purpose of this agreement. Performance below relevant standards will constitute non-compliance with the terms of this agreement. It is the responsibility of CAPDD to notify _____ in writing when _____ is not in compliance. It is the responsibility of _____ to develop a plan for corrective action, to specify the date on which results of the corrective action may be achieved, or to present to CAPDD, in writing, just cause for modification of the performance standards. Failure to meet the goals set forth in this contract may be cause for termination of the contract pursuant to Section I, Part E of this contract.
2. Plans for modifications shall be prepared and submitted in writing by _____ to CAPDD in accordance with the procedures for modification set forth in Section I, Part D of this agreement.
3. CAPDD may schedule meetings for the purpose of reviewing performance against the terms of this contract and the needs of its referred clients.
4. _____ may request meetings for review purposes with CAPDD. CAPDD will determine when such meeting will be scheduled.

B. ELIGIBILITY DETERMINATION AND IDENTIFICATION OF WIA CLIENTS

1. Eligibility

CAPDD staff shall be responsible for determining the eligibility of clients referred to _____ for WIA services.

2. Client Referral

- a. To be a WIA client of _____, the client must have a CAPDD Referral Form signed by an authorized CAPDD staff person.
- b. _____ agrees that _____ will be liable for any and all costs incurred for any/all clients not identified by CAPDD as one of its clients and for any services outside of those specified on the CAPDD Referral Form.

C. PROGRAM MONITORING

1. _____ shall establish, as part of its internal program management procedures, a monitoring system that assures that:
 - a. All subcontractors are providing timely and appropriate services to all WIA referrals.
 - b. CAPDD is being billed for only those services authorized by CAPDD,
 - c. CAPDD is only being billed for services provided to WIA referred clients.
2. Documentation of program monitoring and corrective action, where necessary, must be available and must be presented to CAPDD on request.
3. CAPDD shall, in turn, monitor _____ for compliance, performance, and adherence to the terms and specifications of the contract.

D. CLIENT TRACKING AND RECORD KEEPING

1. _____ shall maintain a client data system that will provide all reports required by CAPDD, which is accessible to authorized federal and state staff, and which is verifiable for monitoring, reporting, audit, and evaluation purposes.
2. _____ shall maintain records of each CAPDD client's Referral forms, client contact information, services provided, client participation, etc. in sufficient detail to demonstrate compliance with the services authorized by this contract.
3. _____ shall be responsible for retention of all records pertinent to this contract including client, financial, statistical, and supporting documentation for a period of three (3) years from the date of final payment of this contract. If any litigation or audit is begun or if a claim is instituted involving this contract, the records will be retained until the litigation, audit, or claim is resolved.
4. In the event that the relationship between _____ and CAPDD is terminated and _____ is unable to retain records, _____ shall be responsible for transporting records to CAPDD

according to CAPDD instructions. Such records received from _____ must be properly labeled and filed and in an acceptable condition for storage. After satisfactory receipt of the records, CAPDD shall assume responsibility for retention of records.

5. CAPDD shall assume no liability for the sufficiency, accuracy, or adequacy of records of _____. _____ will remain responsible for audit assistance, audit resolution, and any questioned costs.

SECTION VI - FUNDING AND OBLIGATIONS

A. MEASURE OF CAPDD LIABILITY

In consideration of full and satisfactory performance hereunder, CAPDD shall be liable to _____ in an amount equal to the actual costs incurred by _____ for performance rendered hereunder, subject to the following limitations:

1. CAPDD shall not be liable to _____ for expenditures made in violation or excess of CAPDD Referral for each client including time frames, in violation of the Regulations promulgated under WIA or in violation of any other applicable Law or Regulation.
2. CAPDD shall not be liable to _____ for costs incurred or performance rendered unless such costs or performance are strictly in accordance with the terms of this contract, and all written modifications hereto, signed and agree to by both CAPDD and _____ or which result from _____'s acceptance of modifications made by CAPDD in the manner described in Section I, Part D of this contract.
3. It is understood and agreed to by the parties hereto that CAPDD obligations under this contract are contingent upon actual receipt of adequate funds from USDOL to meet liabilities under this contract, and if CAPDD does not receive adequate funds from USDOL, CAPDD will not be legally liable to _____ for CAPDD's failure to make payments to _____. Within a reasonable time from receipt of notice in writing that CAPDD will not receive adequate USDOL funds to make payments under this contract, CAPDD will provide written notification of such to _____.
4. CAPDD shall not be liable to _____ for any cost or portion thereof incurred by _____ which has been paid or is subject to payment to _____ by any source other than CAPDD.
5. CAPDD shall not be liable to _____ for costs incurred or performances rendered by _____ before commencement or after termination of this contract.
6. CAPDD shall not be liable for any costs incurred by _____ in the performance of this contract that have not been billed to the CAPDD within 10 calendar days following termination of this contract.

7. The maximum liability of CAPDD to _____ is \$0 for this contract. Notwithstanding any other provision of this contract, the total payments and other obligations made or incurred by CAPDD shall not exceed \$0 for authorized services provided through June 30, 2011.

B. RECAPTURE OF FUNDS

_____ shall be liable to CAPDD for return of all funds paid by CAPDD if audit or other examination of records, client information, subcontractor records, etc. finds any amount billed and paid which is outside the scope of this contract. Nothing in this part shall relieve _____ from liability to CAPDD for any sum which would, by law, be due CAPDD for any breach of this contract.

SECTION VII – CONTRACT PAYMENTS FOR SERVICE

A. COST REIMBURSABLE PAYMENT CONTRACT

1. Under this contract, _____ will incur the costs of and request reimbursement from CAPDD on a monthly basis. All requests for reimbursement of costs must meet limitations and restrictions as specified in the body of this contract document and as specified for each client by CAPDD Referral Form.
2. All requests for reimbursement of costs must be submitted to CAPDD monthly, no later than the 10th day of the month following the month for which reimbursement is being requested.
3. Reimbursement requests shall be based on the expenditures of _____ for a one-month period.
4. All requests for reimbursement shall be submitted in invoice form and with documentation of individual client's services as designated by CAPDD. Forms and completion instructions shall be agreed upon by _____ and CAPDD, provided that those items specified in Section IV, Part A, Item 1 be included. Any request for reimbursement not submitted on proper invoice forms or without required documentation shall be returned to _____ without payment.
5. Consistent failure of _____ to submit appropriate invoices and back-up documentation shall constitute a failure to perform and action outlined in Section I, Part E, of this contract shall be enforced.
6. CAPDD will reimburse _____ within 30 days of receipt of a request for reimbursement.
7. No request for reimbursement shall be paid which exceeds the overall amount of this contract budget, which is \$0 for the time period of July 1, 2010, through June 30, 2011.

AUTHORIZATION OF SIGNATURE

I, _____, do hereby certify that on behalf of the _____, I am duly authorized to enter into a contractual arrangement with the Central Arkansas Planning & Development District, Inc.

Signature Date

CERTIFICATION

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

1. The undersigned will endeavor, to the best of his/her ability, to maintain a drug free working environment. Any use of illegal drugs by a WIA-funded client on the premises of the undersigned will be brought to the immediate attention of the CAPDD.
2. The undersigned has not been debarred, suspended or voluntarily or involuntarily excluded from participating in contracts involving federal funds.
3. No WIA funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of an agency, any Member of Congress, any officer or employee of Congress or any employee of a Member of Congress in connection with the award of a federal contract, the execution of a federal grant or loan, the entrance into any cooperative agreement or the extension, continuation, renewal, amendment or modification of a federal contract, grant, loan or agreement.

Signature

Title

Date

Contract for WIA Title IB Youth Services

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This Contract Agreement is made and entered into by and between the _____ and the Central Arkansas Planning and Development District, Inc.

This Contract is composed of the preceding 21 pages and shall commence on the date it is signed by both parties and shall terminate on June 30, 2011.

All oral or written agreements between parties hereto relating to the subject matter of the Contract Agreement have been reduced to writing and are contained herein. Both parties to the Agreement hereby state that all terms, goals, and objectives contained herein have been negotiated by and between said parties, and signature hereon expresses acceptance of such terms, goals, and objectives. Each Party understands that signature on the Contract Agreement constitutes promised performances under the Agreement, and assures that both parties are capable of fulfilling all terms, goals, and objectives of this contact.

The total amount obligated under this contract by CAPDD is \$0.

Central Arkansas Planning and Development
District, Inc.
902 North Center Street
Lonoke, AR 72086
(501) 676-2721

Signature

Signature

Date

Date

Rodney Larsen, Executive Director
Central Arkansas Planning and Development
District, Inc.

NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

As a condition to the award of financial assistance from the Department of Labor under title I of WIA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- (1) Section 188 of the Workforce Investment Act of 1998 (WIA) 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 WIA Title I-financially assisted program or activity;
- (2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
- (3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

WIA FILE REVIEW

		Present	Missing	Not Required
1.	IEP	_____	_____	_____
2.	Reading/Math Results	_____	_____	_____
3.	Assessment Summary	_____	_____	_____
4.	One Stop Registration	_____	_____	_____
5.	Social Security Number Verified	_____	_____	_____
6.	Selective Service Verified	_____	_____	_____
7.	Equal Opportunity is the Law	_____	_____	_____
8.	Complaint Procedures	_____	_____	_____
9.	Core Services Documented	_____	_____	_____
10.	Intensive Services Documented	_____	_____	_____
11.	Training Services Documented	_____	_____	_____