

SAN BERNARDINO COUNTY WORKFORCE DEVELOPMENT  
INDIVIDUAL TRAINING ACCOUNT (ITA)

EXHIBIT "A"  
STANDARD TERMS AND CONDITIONS  
INDIVIDUAL TRAINING ACCOUNT (ITA)

By the signature of the Provider's authorized agent on the Individualized Training Account (ITA) form, and in consideration for the benefit conferred on the Provider by such ITA, the Provider hereby agrees as follows:

**I. Termination.**

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The County may terminate this ITA, without cause and without any further liability or cost to the County, upon giving the Provider at least five (5) calendar days advance notice of the termination. Other than the provision of notice setting forth the date of termination, there shall be no pre-requisites to the County's exercise of the right to terminate the ITA and there is no right to appeal. The Director of the Workforce Development Department (WDD) is authorized to exercise the County's rights with respect to any termination of this ITA. Notwithstanding any other provision of this ITA, failure on the part of the Provider to comply with the provisions of this ITA or federal legislation or regulations, when such failure involves fraud or misappropriation of funds, may result in the immediate termination of the ITA and withholding of funds from the Provider.

**II. Stop Payment.**

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- A. Payment to the Provider under this ITA may be immediately suspended or terminated if grant funds to the County are suspended or terminated, or if the Provider fails to comply with the terms and conditions of the ITA, or if the Provider refuses to accept additional conditions imposed on it by the Federal Government, the State or the County. In the event of such suspension or termination, the Provider will only be paid for undisputed ITA services provided by the Provider prior to the date of termination or suspension. The Provider will not be reimbursed for costs incurred after the date of termination or suspension. The County may seek reimbursement, in accordance with Section III below, of any amounts overpaid to the Provider ITA.
- B. The County has the authority to withhold payments under this ITA, pending a final determination by the County, of questioned payments, costs and/or expenditures or indebtedness to the County arising from this ITA.

**III. Disallowed Payments; Reimbursement.**

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- A. If the County determines in its sole and absolute discretion, through monitoring, audit, investigation, or review of fiscal records, that any payments or disbursement made under this ITA is disallowed, the Provider shall be notified and given the opportunity to justify the questioned payment or disbursement prior to the County's final determination. If the County, in its sole and absolute discretion, determines that the payment or disbursement is disallowed, reimbursement to the County of said amount must be made within forty-five (45) calendar days after official notification from the County. If said reimbursement is not made within the stated time, the County may withhold said amount in accordance with WDD's Procedures on Audit Resolution (Rev. 2) of September 16, 1991, and/or the County may institute legal action to enforce such reimbursement from Provider.
- B. If it is determined through monitoring, audit, or investigation that any payment or disbursement made under an ITA is disallowed, in whole or in part, reimbursement to the County of said amount must be made. If the reimbursement is not made, WDD follows a process of recapturing the amount in accordance with the WDD Procedures for Audit Resolution and Debt Collection.

**IV. License Requirements.**

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The Provider shall obtain and maintain all licenses and permits necessary for providing the educational instruction and job training set forth in the ITA. The Provider shall pay all normal fees for permits, licenses, inspections or any other certification or service required in the performance of the ITA. The Provider agrees to maintain in effect for the duration of

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this ITA all necessary licenses and permits. The Provider will notify the County immediately of loss or suspension of any such licenses, permits or certifications.

### **V. Audit and Fiscal Requirements.**

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- A. When required by the Workforce Innovation and Opportunity Act (WIOA) and its regulations, the Provider will hire a licensed Certified Public Accountant (CPA), who shall prepare and file with the County, a certified audit of related expenditures. Audits shall be performed annually in accordance with Generally Accepted Accounting Principles (GAAP) and/or Generally Accepted Government Accounting Standards (GAGAS). In addition to the requirements of GAAP/GAGAS, the auditor will determine whether the Provider has complied with laws, regulations, and the provisions of the ITA and these Standard Terms and Conditions.
- B. A Provider who has expenditures of federal awards (either direct or indirect awards) of \$750,000 or more in any one fiscal year, must have an independent, organizational-wide single or program-specific audit conducted for that specific fiscal year, in accordance with the provisions of 2 CFR 200.501 of the Uniform Guidance (Subpart F) Audit Requirements.
- C. The WDD may require the Provider to provide audited financial statements. These financial statements shall be:
  - 1. The most recent and complete audited financial statements available and shall be for a fiscal period not more than twelve (12) months old at time of submission.
  - 2. Prepared by an independent CPA.
- D. The Provider will be responsible for providing the County with information that will assist the County in determining if the Provider has met its audit requirements. This responsibility may include, but is not limited to, providing the County with a copy of the Provider's Annual Audit Report.
- E. The County is not responsible for arranging or paying for audits. The responsibility for audits will be that of the Provider.
- F. The County will be notified by the auditors/monitors performing audits of any incidents of fraud, misuse of funds, abuse, or other criminal activity in relation to this ITA, WIOA or its regulations.

### **VI. Pell Grants and Other Educational Assistance Funds.**

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- A. Funds received pursuant to this ITA should be used to supplement, not supplant, training resources available through Educational Assistance Programs (Title IV). Both WIOA and educational assistance funds may be used to pay costs for the same Customer as long as the Provider can demonstrate that WIOA funds did not duplicate payments from other sources. This paragraph applies to all federal and state educational assistance grants that may include, but are not limited to, Pell Grant, SEOG, Cal Grant A, B, C, etc. The Provider further agrees to reduce the training costs by the amount of financial aid or grant received by the Provider on behalf of the Customer.
- B. When grant monies have been awarded to a Customer, those monies must be applied toward the training costs before the ITA funds are accessed. Prior to disbursement of the grant monies, the Provider agrees to advise the County and provide verification of the award amount. An agreement shall be reached among the Customer, the educational institution, and the County, which will indicate how the award monies shall be used. Any grant and/or award amount received shall be deducted from the Customer's ITA.
- C. Title IV funds should be used first for tuition/training costs. If there are remaining monies, then the remaining monies can be used for supportive services, books, materials, fees, etc.

### **VII. Indemnification**

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The Provider agrees to indemnify, defend (with counsel reasonably approved by County), and hold harmless the County, the WDD, the San Bernardino County Workforce Development Board (WDB) and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this ITA from any

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cause whatsoever, including the acts, errors or omissions of any person, and for any cost or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

**VIII. Insurance.**

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- A. Additional Insured. All policies, except for Worker's Compensation and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
- B. Waiver of Subrogation Rights. The Worksite shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Worksite and Worksite's employees or agents from waiving the right of subrogation prior to a loss or claim. The Worksite hereby waives all rights of subrogation against the County.
- C. Policies Primary and No-Contributory. All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- D. Proof of Coverage. The Worksite shall furnish Certificates of Insurance to the WDD evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) calendar days written notice to the WDD, and Worksite shall maintain such insurance from the time Worksite commences performance of services hereunder until the completion of such services. Within fifteen (15) calendar days of the commencement of this contract, the Worksite shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
- E. Acceptability of Insurance Carrier. Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".
- F. Deductibles and Self-Insured Retention. Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
- G. Insurance Review. Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Worksite agrees to execute any such amendment within thirty (30) calendar days of receipt. Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.
- H. The Provider agrees to provide insurance set forth in accordance with the requirements herein. If the Worksite uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Worksite agrees to amend, supplement, or endorse the existing coverage to do so. The type(s) of insurance required

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is determined by the scope of the contract services. Without in anyway affecting the indemnity provided and in addition thereto, the Worksite shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

1. **Workers' Compensation/Employer's Liability** – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Worksite and all risks to such persons under this contract. If Worksite has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management. With respect to Worksites that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.
2. **Commercial/General Liability Insurance** - The Provider shall carry General Liability Insurance covering all operations performed by or on behalf of the Worksite providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
  - a. Premises operations and mobile equipment
  - b. Products and completed operations
  - c. Broad form property damage (including completed operations)
  - d. Explosion, collapse, and underground hazards
  - e. Personal injury
  - f. Contractual liability
  - g. \$2,000,000 general aggregate limit
3. **Automobile Liability Insurance** - Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired, and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If the Worksite is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If the Worksite owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
4. **Umbrella Liability Insurance** - An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

### **IX. Other Terms and Conditions.**

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#### **A. Availability of Records**

1. All records pertaining to service delivery and all fiscal statistical and management books and records shall be available for examination and audit by the County, federal and state representatives for a period of five years after final payment under the ITA or until all pending County, state and federal audits are completed, whichever is later. Program data shall be retained locally and made available upon request or turned over to the County. If said records are not made available at the scheduled monitoring visit, the Provider, at the County's option, may be required to reimburse the County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the following month's claim for reimbursement.

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2. Records of the Provider that do not pertain to the ITA program or service shall not be subject to audit, unless provided for in another agreement.
3. Provider shall provide all reasonable facilities and assistance for the safety and convenience of County's representative in the performance of their duties. All reviews and evaluations shall be performed in such a manner as to not unduly delay the work of the Provider.

### B. Conditions of Training

Conditions of training shall be provided in an environment that is free of health, safety, and fire issues. Facilities shall be compliant with all applicable laws, including but not limited to, the Americans with Disabilities Act and shall meet health, safety and fire standards established under state, federal and local law. With respect to any Customer in a program conducted under this ITA, who is not covered by health and safety standards under Occupational Safety and Health Act of 1970, the Provider shall prescribe, by regulation, such standards as may be necessary to protect the health and safety of such Customers.

### C. Prohibition of Activities

1. The Provider will assure that no funds received pursuant to this ITA shall be used to assist, promote, or deter union organizing activities.
2. The Provider agrees that it will not perform any religious proselytizing activities in connection with performance of this ITA. The Provider will ensure no staff will conduct any activity intended to influence legislation, administrative rulemaking, or the election of candidates for public office through use of the funds received pursuant to this ITA.
3. None of the funds or services provided directly or indirectly under this ITA, shall be used for or to promote any partisan or non-partisan political activity or to support or defeat any pending legislation or administrative legislation.
4. The Provider is prohibited from using funds under this ITA for the purpose of instituting legal proceedings or legal disputes against the County or its official representatives.

### D. Independent Capacity

In the performance of this ITA, the Provider, its agents, and employees, shall act in an independent capacity and not as officers, employees or agents of the County of San Bernardino.

### E. Non-Assignability of ITA and Training Responsibilities

The Provider is prohibited from assigning or transferring this ITA, or the Provider's obligation to provide and complete the training course referenced in the ITA, to any other party either in whole or in part absent the County's written consent.

### F. Amendments, Extensions and Waivers

Provider agrees that any alterations, variations, modifications or waivers of provisions of the ITA shall be valid only when they have been reduced to writing, duly signed and attached to the original of the ITA and approved by the required persons and organizations.

The County of San Bernardino retains the option to amend the ITA, as necessary, in accordance with requirements contained in any future federal or state legislation, regulations or policy.

### G. Complaint and Grievance Procedures

1. The Provider shall develop and maintain procedures to be used for resolving complaints that the Provider receives regarding terms and conditions of the Customer's training or other applicable services and/or complaints/grievances arising in connection with WDD programs and activities. These procedures must be substantially the same as those set forth in the Program Complaint and Grievance Procedures form developed by WDD, which will be provided to the Service Provider. A minimum of two staff members will be required to be involved with the complaint and grievance process. The Service Provider understands their complaint and grievance procedures are subject to inspection by WDD and/or State monitors.

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2. The Provider shall provide each Customer with a copy of its internal Customer Complaint and Grievance Procedures upon enrollment into the program. The Service Provider shall maintain, on file, a copy signed by the Customer, with the second signed copy given to the Customer.
3. The Provider shall not discriminate or retaliate against any person, or deny to any person a benefit because such person has filed any complaint, instituted or caused to be instituted any proceeding, has testified, or is about to testify in any investigation, or has provided information or assisted in any investigation.

### H. Equal Opportunity Requirements

1. Provider agrees to comply with the provisions of the Equal Employment Opportunity Program of San Bernardino County and rules and regulations adopted pursuant thereto: Executive Order 11246 (as amended by Executive Orders 11375, 11625, 12138, 12432, and 12250); Title VII of the Civil Rights Act of 1964; the California Fair Employment and Housing Act; and other applicable federal, state and County laws, regulations and policies, including laws and regulations hereafter enacted. In addition to the above laws, all Service Providers who receive WIOA funding must comply fully with the nondiscrimination and equal opportunity provisions of the following laws: 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; Section 188 of the Workforce Innovation and Opportunity Act; and all other regulations implementing the laws listed above.
2. Provider shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or belief, or disability. The Equal Opportunity Law notice, which explains the nondiscrimination and equal opportunity provisions of WIOA, shall be provided to each Customer. All complaints that allege discrimination on the bases listed above will be referred to the WDD Equal Opportunity Officer for action.

### I. Lawsuits

1. The Provider understands and agrees that any and all legal fees or costs associated with lawsuits against the County concerning this ITA shall be the Provider's sole expense and no funds received under this ITA shall be used for such purpose. In the event of any dispute hereunder, each party shall bear its own attorney's fees and costs, regardless of who prevails in the outcome of the dispute.
2. The venue of any action or claim brought pursuant to this ITA will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this ITA is brought by a third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino County.
3. Provider and the County hereby waive their respective rights to trial by jury for any cause of action, claim, counterclaim, or cross complaint in any action, proceeding and/or hearing brought by either Provider against the County or the County against the Provider on any matter arising out of, or in any way connected with this ITA, relationship of Provider and the County, or any claim of injury or damage, or the enforcement of any remedy under law, statute or regulation, emergency or otherwise, now or hereafter in effect.

### J. Conflict of Interest

1. Provider shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees or subcontractors and the County. Officers, employees and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event that County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by County and such conflict may constitute grounds for termination of this ITA. The Provider shall make a reasonable effort to prevent employees, consultants or members of governing bodies from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
2. The Provider assures that none of its directors, officers, employees or agents shall participate in selecting or administering any sub-agreement supported (in whole or in part) by federal funds where such person is a

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director, officer, employee or agent of the sub Providers, or where such person knows or should have known that:

- a. A member of such person's immediate family, partner or organization has a financial interest in the sub-agreement; and,
  - b. The sub Provider is someone with whom such person has negotiated or is negotiating any prospective employment.
3. This provision shall not be construed to prohibit employment of persons with whom Provider's officers, employees or agents have family, business or other ties, so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.
  4. Officers or employees of the Provider will not solicit or accept money or any other consideration from a third person for the performance of an act reimbursed in whole or in part by the Provider or the County.
  5. The Provider shall not enter into a sub-agreement with a former director, officer, or employee within a two (2) year period following the termination of the relationship between said person and the Provider.
  6. Conducting Business Involving Close Personal Friends and Associates – Executives and employees will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the ITA, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends.
  7. Employment or Representation by Former County Administrative Officers
    - a. The Provider agrees to provide (or has already provided) information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent the Provider. The information provided includes a list of former County administrative officials who terminated County employment within the last five (5) years and who are now officers, principals, partners, associates, or members of the business. The information also includes the employment with or representation of the Provider. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt group, Management unit or Safety Management unit.
    - b. Inaccuracies or Misrepresentations – If during, the course of the administration of this ITA, the County determines that the Provider has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this ITA may be immediately terminated. If this ITA is terminated according to this provision, the County is entitled to pursue any available legal remedies.

### K. Nepotism

No relative by blood, adoption or marriage of any executive, person in an administrative capacity, employee or volunteer of the Provider shall be enrolled for services or training provided by the Provider.

### L. Confidentiality

1. Provider shall require its officers, agents, employees, volunteers and any sub Providers to comply with the provisions of WIOA Section 116 (i)(3) and Section 444 of the General Education Provisions Act (20 U.S.C. 1232g) to assure that education records (or personally identifiable information contained therein) will be confidential and will not be open to examination for any person not directly connected with the administration, performance, compliance, monitoring or auditing of the services provided pursuant to this ITA.
2. No person will publish or disclose, or use or permit, or cause to be published or disclosed or used, any confidential information pertaining to any applicant or recipient of services under this ITA.
3. Provider agrees to inform all sub Providers, consultants, employees, agents, and partners of the above provisions and that, any person knowingly and/or intentionally violating the provisions of this article, is guilty of a misdemeanor.

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**M. Compliance with Laws and Regulations**

1. The Provider warrants and certifies that, in the performance of this ITA, it shall comply with all applicable federal, State and County laws, rules and regulations. The Provider further warrants and certifies that it shall comply with any new, amended or revised laws, regulations and/or procedures that apply to the performance of this ITA.
2. Examples of applicable laws, rules or regulations include, but are not limited to, the following:
  - a. The Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128 2014, all regulations and any new legislation, regulation or policy which may replace or amend WIOA.
  - b. Any provisions made by the County that were imposed upon the County by the State of California with respect to grant application for funds under WIOA.
  - c. Title VI of the Civil Rights Act, as amended, which prohibits discrimination on the bases of race, color and national origin.
  - d. County of San Bernardino administrative procedures and technical assistance released in the form of field memorandums and policy manuals (where applicable).
  - e. Copeland Act (Anti-Kickback) and Hobbs Act (Anti-Corruption).
  - f. Davis-Bacon Act of 1931 and Fair Labor Standards Act of 1938, as amended.
  - g. Hatch Act of 1939, as amended October 1993, and California Political Reform Act of 1974.
  - h. Equal Pay Act of 1963.
  - i. Age Discrimination Act of 1975 and Age Discrimination in Employment Act.
  - j. Military Selective Service Act, Section 3.
  - k. Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990.
  - l. Title IX of the Education Amendment of 1972 (Non-Discrimination on the Basis of Sex).
  - m. Immigration Reform and Control Act of 1986.
  - n. Executive Order 12549 (Debarment, Suspension and Exclusion).
  - o. Child Labor Laws in California; Child Labor Standards Act; Family and Medical Leave Act of 1993; Assembly Bill 1900 of January 1995; Employment of Minors.
  - p. Drug Free Workplace Act of 1988.
  - q. Anti-Lobbying and Disclosure of Lobbying Activities.
  - r. Pro Children Act of 1994 – Contractor will comply with Public Law 103-227, Part C – Environmental Tobacco Smoke, also known as the Pro Children Act of 1994.

**N. Miscellaneous Provisions**

1. No advance payments to the Provider will be made under this ITA.
2. No verbal commitment or conversation with any officer, agent, or employee of either party shall affect or modify any of the terms and conditions of this ITA.
3. The Provider shall obtain permission, in writing, from the County prior to publication of any advertisement of its program that reflects its relationship with the US Department of Labor, State of California, or the County.
4. The Provider shall establish and implement appropriate internal program controls and management procedures to prevent fraud, abuse, and criminal activity. The Provider shall also establish a reporting process to ensure that the County is notified immediately of any allegation of program-related fraud, abuse, or criminal activity.



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5. No person or organization may charge an individual a fee for the placement or referral of such individual in a training program.
6. In the event the Provider goes out of existence, copies of all records relating to the projects or activities that are the subject of this contract shall be furnished to the County.
7. Upon completion of the training or if a customer fails to complete the training, the Provider will be responsible for the orderly and timely close-out and financial settlement of any and all outstanding claims against this ITA for payment purposes. The Provider will have a period of ten (10) calendar days from training completion or last date attended to complete this billing process. The County will not process or make payment on invoices submitted after the expiration of the ten (10) day period. In the event the Provider does not submit a final claim, within the prescribed timeframe, the County reserves the right to unilaterally terminate and prepare the close-out of the contract using the latest available information.
  - a. Terms of Payment – Provider to invoice WDD at the following benchmarks:
    - i. 50% of ITA at enrollment (at a minimum of 2 weeks or hours equivalent to 2 weeks). 1st benchmark invoice is due to AJCC by 3rd week from training start date.
    - ii. 50% of ITA at training completion (100% program course completion & attainment of recognized achievement). Attach copy of Certificate of Completion and/or test scores to demonstrate attainment of recognized achievement(s). 2nd benchmark invoice due to AJCC within 10 business days from end of training.

O. Notification

In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under this ITA, notification will be made within one (1) business day, in writing and by telephone.

P. Report on Fraud and Abuse

The Provider shall establish and implement appropriate internal management procedures to prevent fraud, abuse, and criminal activity. Further, the Provider shall establish a reporting process to ensure that the County is notified immediately of any allegation of WIOA-related fraud, abuse or criminal activity or any suspected or proven fraud, abuse or criminal acts committed by staff or Customers. If the allegation is of an emergency and/or fiscal nature, it shall be reported to the County by telephone and, immediately thereafter, a written report shall be submitted. Proof of such report will be maintained in the Provider's file. Report on fraud and abuse shall be executed in accordance with County policy of July 1, 1990. In addition, theft or embezzlement from employment and training funds under WIOA shall be subject to a fine or imprisonment, pursuant to Section 665 of Title 18, United States Code.

Q. Entire Agreement.

This ITA contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise, and any other agreement between the parties hereto. This ITA is not intended to, and will not be construed to, create the relationship of agent, employee, partnership, joint venture or association among the County, Customer, the WDD and the Provider.