

WHEREAS, Contractor represents itself as being qualified and capable of providing said services in accordance with all the rules and regulations developed to implement said statutes and in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the recitals and the mutual obligations provided herein, the parties hereto agree as follows:

I — CONTRACTOR REQUIREMENTS/RESPONSIBILITIES

Contractor shall be required to provide job training and employment program services set forth in the Exhibits listed below, attached hereto and incorporated herein by this reference:

- Exhibit A Statement of Work - Youth & Adult,
- Exhibit B Budget Summary
- Exhibit B1 Budget Forms
- Exhibit C Contractor Common Measures
- Exhibit D General Provisions
- Exhibit E Consultants

Further Responsibilities.

Contractor shall:

A. Fully cooperate with authorized representatives of the South Bay Workforce Investment Area, the City, State and Federal governments including independent auditors, seeking to interview any program participant or staff member of Contractor, or to evaluate, inspect and/or monitor those facilities and operations of Contractor that are directly involved in the implementation of programs funded through this Agreement. Provide services funded under this agreement only to individuals determined eligible under WIA guidelines as designated by the SBWIB.

B. Provide facilities, which are adequate to fulfill the requirements of this Agreement.

C. Provide services as described in Exhibit A, Statement of Work.

D. Contractor shall ensure that participants comply with Section 167(a)(5) of the Military Selective Service Act (50 USC Appx. §451 et. Seq.) and other eligibility requirements applicable to the program under which the participant is enrolled.

