

7. No person or organization may charge an individual a fee for the placement or referral of such individual in or to a training program funded under this WIA.
8. Davis Bacon wages shall be paid to participants employed as laborers or mechanics by contractors, or Contractors, when working in construction which is assisted under the Act and which is related to a building used for WIA programs.
9. Funds provided under this Act shall only be used for activities which are in addition to those which would otherwise be available in the absence of such funds.
10. No funds shall be used for the encouragement or inducement of a business, or part of a business, to relocate from any location in the United States, if the relocation results in any employee losing his or her job at the original location or to assist in relocating establishments, or part of a business that has relocated from any location in the United States, until the company has operated at that location for 120 days, if the relocation has resulted in any employee losing his or her jobs at the original location.
11. Funds provided under this Act shall not be used to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State, or local sources, unless, it is demonstrated that alternative services or facilities would be more effective or likely to achieve the workforce investment area's performance goals.
12. No funds shall be used for employment generating activities.
13. Incumbent Employee: No funds shall be used on wages of incumbent employees during their participation in economic development activities provided through a Statewide workforce investment system, (WIA sec 181(b)(1)).

UNDERSTANDINGS

- A. Contractor understands that this Agreement is a cost reimbursement contract.
- B. Contractor agrees that job development for participants accepted into training program shall be a primary responsibility of Contractor, including job solicitation and job creation.
- C. Contractor understands that once a participant is enrolled and costs have been incurred, responsibility for participants' training and placement is assumed.
- D. Contractor understands that SBWIB staff are charged with tracking and reporting on compliance and performance of all Agreements to the SBWIB and/or designated committees. The staff are required to monitor and provide evaluation information to appropriate persons and committees. Such methods for evaluation may include surveys of participants and employers.
- E. Contractor understands that this program plan is subject to modification in order to comply with required policies, procedures and/or interpretation of state guidelines.
- F. Contractor understands that City's on-site monitoring shall, if applicable, include a review of the financial assistance awards list to find WIA enrollees and to identify possible WIA training fund overpayments in order to recover funds from training

