

INTERNSHIP AGREEMENT
UNDER THE
WORKFORCE INVESTMENT ACT
BETWEEN THE

AGENCY FOR HUMAN RESOURCES DEVELOPMENT
AND

TRAINING PROVIDER

Limited Internship Contract Number LI- -
CFDA NUMBERS: 17.258, 17.259, 17.260

This Agreement is entered into by and between the **Agency for Human Resources Development**, designated Administrative Entity for programs funded under the Workforce Investment Act (WIA), hereinafter referred to as **AHRD**, address being 414 West Soledad Avenue, GCIC Bldg, 4th Floor Hagatna, Guam 96910, and, WORK SPONSOR'S, address being, MAILING ADDRESS OF THE PROVIDER hereinafter referred to as the WORK SPONSOR.

I. WORK SPONSOR'S RESPONSIBILITIES

1. **Work Assignments:** The Work Sponsor agrees to assign the WIA-eligible customer(s) to the position(s) specified in the List of Job Positions & Description form; and, that the job duties performed by the customer(s) correlates with the job description for each job title specified in the List of Job Positions & Description, attached and made a part of the Agreement.
2. **Working Conditions:** The Work Sponsor agrees that the customer(s) will not be required to work in situations which are unsanitary, hazardous, or dangerous to the customer's health or safety.
3. **Supervision:** The Work Sponsor shall provide the necessary supervision, training, work equipment and/ or materials, to enable the customer(s) to perform their duties. An alternate supervisor should be made readily available to the customer(s), if the immediate supervisor is absent or unavailable. The Work Sponsor must ensure that the ratio of supervisor to WIA customer(s) does not exceed 1:5.
4. **On-site Visits:** The Work Sponsor agrees to allow authorized AHRD representatives to make on-site visits with the customer(s) to provide counseling services, if needed, and to monitor the training progress of the customer(s).
5. **Attendance Records, Time cards and Payroll Checks:** The Work Sponsor will be responsible for keeping office records documenting the attendance of the customer(s) on Time cards provided by AHRD, certifying the attendance,

and transmitting it to AHRD on a bi-weekly basis (Government of Guam pay period endings). The completed time cards must be received by AHRD payroll, no later than 10:00 a.m. Wednesday, on the pay period ending. The customer(s) is/are not entitled to holiday pay; annual leave, sick leave, or administrative leave, therefore, these must not be indicated on the time cards. Authorized absences due to illness, or personal reason will be chargeable to leaves without pay. Any customer(s) release from work for AHRD-authorized orientations, workshops, or counseling will be paid for the time spent in these sessions, unless there is indication that the customer(s) did not attend the scheduled session mentioned. Release time of this nature must be indicated on the timecard. The Work Sponsor also agrees to designate a representative, and an alternate representative to be responsible for the collection of the customer's payroll checks from AHRD, and for its proper distribution thereof: AHRD will only release payroll checks to authorized representatives specified in the Work Sponsor Data Sheet, attached and made a part of this agreement.

6. **Absenteeism & Problems:** The Work Sponsor agrees to inform AHRD of any absenteeism, sickness, or problems that may arise regarding the customer(s) assigned to their worksite.
7. **Performance Progress Reporting:** The Work Sponsor agrees to evaluate each customer's performance once a month prior to completing the program.
8. **Unsubsidized Employment:** The Work Sponsor ensures that the participant (upon successful completion of the training programs) is retain in unsubsidized employment and earning unsubsidized wages for a minimum of at least six (6) months.

II. AHRD'S RESPONSIBILITIES

1. **Eligibility & Referral(s):** AHRD shall determine eligibility for WIA services and refer the customer(s) to the Work Sponsor.
2. **Compensation:** Unless otherwise specified in this Agreement, AHRD will pay 100% of the customer's wages under a Government of Guam Request for Personnel Action (GG-1). Wages shall not be less than the Federal or local minimum wage, which is currently \$7.25 per hour. For purpose of this Agreement, participation in Limited Internship activity is limited to 480 hours. In-school youth enrolled in Limited Internship activity are limited to 20 hours per week; and 40 hours per week for out-of-school youth. Te customer(s) will not be paid for sick leave, annual leave, such as scheduled workshops, orientations, and counseling sessions, all other authorized absences shall be chargeable to leave without pay.

2. **Workmen's Compensation:** Prior to assigning customers to worksites, AHRD will ensure Workmen's Compensation coverage for the duration of the Work Experience assignment is available. Private for-profit and private non-profit employers must obtain coverage for customers assigned to their worksites.

Customers are not entitled to retirement and insurance benefits (other than workmen's compensation). Customers may enroll in any of the insurance programs offered by the Government of Guam at their own expense.

3. **Pre-Award Surveys:** Prior to executing this Agreement, AHRD will conduct a pre-award survey to ensure that the worksite is adequate for training; and, to finalize appropriate arrangements for the program.
4. **Orientation:** AHRD will provide an orientation to all worksite supervisors and/or coordinators.
5. **AHRD Representative:** An authorized representative will be made available to the Work Sponsor in implementing any of the conditions set forth herein.
6. **Agreement Revisions:** When necessary, AHRD will update this Agreement to reflect any and all changes relative to program requirements.

III. EFFECTIVE DATE

The Work Sponsor agrees that this agreement shall not be binding until all authorized parties, including the Governor, have affixed their signature. AHRD is not obligated to reimburse the service provider for any wages paid to the participant prior to signature by all authorized parties. In the case of 100% subsidized training, the request for Personnel Action (GG-1) certified and approved by the Administrative Entity (AHRD) shall be the instrument to authorize commencement of training activities for the participant. Associated Agreement shall be routed for appropriate signatures.

IV. ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The Work Sponsor agrees and certifies that it will comply with the requirements of the Workforce Investment Act, As Amended, and federal regulations, and all procedural instructions issued by the Secretary of the U.S. Department of Labor. The Work Sponsor further assures that when applicable federal laws or regulations or local laws, rules or procedural instructions are promulgated, augmented, amended or revised, it shall comply with them upon receipt of written notification.

2. The Work Sponsor assures that it will comply with Title IV and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Equal Pay Act, the Rehabilitation Act and the regulations promulgated pursuant to each Act in that no person shall be excluded from participation in or be discriminated against because of race, color, sex, national origin, citizenship, religion, age disability, or political affiliation or belief.
3. The Work Sponsor assures that no funds provided under this Agreement would be used to support any religious activities. Customers in the program shall not be employed in the construction, operations, or maintenance of any facility which is used for religious instruction or worship
4. The Work Sponsor assures that appropriate standards for health and safety in work training environment will be maintained, which shall be at least as effective as that which would be required under the Occupational Safety and Health Act of 1970 (U.S.C. 651 et seq.).
5. The Work Sponsor assures that no funds provided under this Agreement will be used for any political activity, lobbying of Federal State or Local Legislators, or to promote or oppose unionization.
6. The Work Sponsor shall ensure that the physical condition of a building or a facility does not reduce the accessibility to or usefulness of such a building and facility to the physical disabled.
7. The Work Sponsor assures that it will comply with the provisions of the Federal Child Labor Law and Title XXII of the Government Code of Guam (Fair Labor Standards).
8. The Work Sponsor further assures and certified that neither itself nor any other units planned for participation in the program are listed on a debarment list due to violation of Title VI and VII of the Civil Rights Act of 1964, nor are any proposed parties to the Agreement aware of any pending action which might result in such debarment.
9. The Work Sponsor warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated, or who has been convicted of an offense with the same elements as heretofore defined in any other jurisdiction, or who is listed on the Sex Offender Registry shall provide services on behalf of the WORKSPONSOR while on Government of Guam property, with the exception of public highways. If any employee of the Work Sponsor is providing services on government property and is convicted subsequent to an award of a contract, then the WORK SPONSOR warrants that it will notify the Agency for Human Resources Development of the conviction within twenty four hours of the conviction, and will remove immediately such convicted person from providing services on Government of Guam property. If Work Sponsor is found to be in violation of any of the provisions

of this paragraph, then the Agency for Human Resources Development will give notice to Work Sponsor to take corrective action. WORK SPONSOR shall take corrective action within twenty-four hours of notice from the Agency for Human Resources Development and Work Sponsor shall notify the Agency for Human Resources Development when action has been taken. If Work Sponsor fails to take corrective steps within twenty-four of notice from the Agency for Human Resources Development is its sole discretion may suspend temporarily any contract for services until corrective action is taken.

B. Work Performance Assurance and Termination Clause

The Work Sponsor further assures and certifies that upon written notice of non-compliance with any of the assurances, certifications, or provisions contained herein, it will immediately take the necessary corrective action required to be in compliance. AHRD will be allowed to conduct scheduled and unscheduled monitoring of the worksite to ensure corrective actions have been taken. If the condition of non-compliance with any other provision of which this is a part is not corrected within thirty (30) days after receipt of written notification of such non-compliance, AHRD shall have the right to revoke all or part of this Agreement.

C. Assignment of Responsibilities

This Agreement assures that customer records shall be maintained for each customer in the Work Experience program in sufficient detail to demonstrate compliance with the relevant contractual and regulatory criteria.

D. Maintenance of Effort

1. The Work Sponsor agrees that this program will not result in the displacement of currently employed workers or impairs existing contracts for services.
2. The Work Sponsor agrees that no AHRD customer will be hired into or remain working in any position when the same or substantially equivalent position is vacant due to a hiring freeze, or when any non-AHRD person has been laid off and has recall rights to that position pursuant to the Work Sponsor's personnel policy or a collective bargaining agreement.

**INTERNSHIP PROGRAM
WORK SPONSOR DATA**

- A.** NAME OF WORK SPONSOR:
- B.** ADDRESS:
- C.** TELEPHONE:
FAX NUMBER:
- D.** NAME OF CORR DINATOR (S):
- E.** PERSON(S) AUTHORIZED TO COLLECT
CUSTOMERS PAYROLL CHECK FROM AHRD:
- F.** HOURS PER WEEK:
- G.** HOURLY RATE:
- H.** HOLIDAYS OBSERVED:
- I.** DOES THE WORK SPONSOR HAVE A CURRENT WORKER'S COMPENSATION
POLICY TO COVER THE CUSTOMER(S) IN THE EVENT OF WORK INJURY?
- () YES () NO

LIST OF POSITIONS UNDER THIS AGREEMENT: CUSTOMER SERVICE REPRESENTATIVE TRAINEE

JOB DESCRIPTION: (PLEASE ATTACH ADDITIONALJOB DESCRIPTIONS, IF MORE THAN ONE,
UNDER THIS AGREEMENT.)

JOB DESCRIPTION: (PLEASE SEE ATTACHMENT DESCRIPTION ON NEXT PAGE)

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

This is to certify that sufficient funds are available to compensate the trainee identified in this agreement. 100% of the trainee's wages will be funded by WIA through the Agency for Human Resources Development.

ALFREDO O. ANTOLIN, JR., Certifying Officer
VICTORIA HELEN MAFNAS, Certifying Officer

Date: _____

