

East Bay Community Services/La Familia Counseling Service  
Career Pathways Pilot Project

THIS AGREEMENT, made and entered into this 28<sup>th</sup> day of May in 2014, by and between the Contractor, East Bay Community Services/La Familia Counseling Service and Chabot College hereinafter called the Sub-Contractor.

WITNESSETH: That the Sub-Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of East Bay Community Services/La Familia Counseling Service hereinafter expressed, does hereby agree to furnish East Bay Community Services/La Familia Counseling Service services and materials, as follows, and/or as described on exhibits attached to and incorporated herein.

Chabot College will provide academic support services to students enrolled in the Career Pathways Pilot Project and are pursuing a Bridge to STEM certificate. Academic support services include, but not limited to, tutoring; mentors; workshops; leadership activities; and field trips.

With student consent, Chabot College agrees to share Bridge to STEM student information/data with East Bay Community Services/La Familia Counseling Service. Student data includes, but not limited to, transcripts; progress reports; financial aid award statements; and Student Educational Plan (SEP).

CONTRACT PERIOD: July 01, 2014 through June 30, 2015

COMPENSATION: East Bay Community Services/La Familia Counseling Service agrees to pay Sub-Contractor for services performed hereunder not to exceed in the amount of \$5,000.

The total amount to be paid by East Bay Community Services/La Familia Counseling Service to Sub-Contractor under this agreement shall not exceed the sum of \$5,000. Payment for services will be processed upon submission of an invoice. Sub-Contractor shall submit the invoice for all expenditures incurred under the Career Pathways Pilot Project contract. Payment is conditioned upon timely submission of said invoices and backup documentation. Maximum single payment shall not exceed 110 percent of the monthly budgeted amount under the subject contract.

ADDITIONAL PROVISIONS, pages 3 through 19, attached hereto constitute a part of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

Contractor

Sub-Contractor

East Bay Community Services/  
La Familia Counseling Service

Chabot College



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Aaron Ortiz  
Executive Director

## ADDITIONAL PROVISIONS

### A. WIA Compliance

In performance of this contract, Sub-Contractor will fully comply with:

1. The provisions of the Workforce Investment Act (WIA) and all regulations, legislation, directives, policies, procedures and amendments issued pursuant thereto.
2. All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement the WIA.
3. Sub-Contractor will ensure diligence in managing programs under this contract, including performing appropriate monitoring activities and taking prompt corrective action against known violations of the WIA. Sub-Contractor agrees to conform to the provisions of the WIA and the contract requirements as referenced in 29 CFR Part 95, Appendix A and 29 CFR, Part 97.36(i)(1-13).
4. Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated there under and the provisions of WIA, Section 188.

As a condition to the award of financial assistance, the Sub-Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the Workforce Investment Act of 1988 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliations 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;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;
- Section 504 of the Rehabilitation Act of 1973; as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination the basis of sex in education programs.

The Sub-Contractor 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

Sub-Contractor's operations of the WIA Title I - financial assisted program or activity, and to all agreements that Sub-Contractor makes to carry out the WIA Title I—financially assisted program or activity. The Sub-Contractor understands that the United States has the right to see judicial enforcement of this assurance.

- This Sub-Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.
  - This Sub-Contractor agrees to conform to nondiscrimination provisions of the WIA and other federal nondiscrimination requirements referenced in 29 CFR, Part 37 and Part 97.36.
5. In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006, shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from sub-recipients of such funds, taking into account factors including the relative cost-of-living in the States, the compensation levels from programs involved including Employment and Training Administration programs.

The incurrence of costs and receiving reimbursement for these costs under this award certifies that your organization has read the above special condition and is in compliance.

6. Sub-Contractor will establish and maintain a grievance and complaint procedure in compliance with the WIA, federal regulations and state statutes, regulations and policy.

B. Certifications/Assurances

Except as otherwise indicated, the following certifications apply to all Sub-Contractors.

1. Americans with Disabilities Act: The Sub-Contractor agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which, prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA. (42 USC 12101 et seq.)
2. Drug-Free Workplace Certification: By signing this contract the Sub-Contractor hereby certifies under penalty of perjury under the laws of the State of California that the Sub-contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program as required to inform employees about:
    - the dangers of drug abuse in the workplace;
    - the person's or organization's policy of maintaining a drug-free workplace;
    - any available counseling, rehabilitation and employee assistance programs; and,
    - penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on this contract will:
    - receive a copy of the company's drug-free policy statement; and,
    - agree to abide by the terms of the company's statement as a condition of employment on the contract.
3. Debarment and Suspension Certification: By signing this contract, the Sub-Contractor hereby certifies under penalty of perjury under the laws of the State of California that the Sub-Contractor will comply with regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 95.48, Appendix A (1-8) and Part 98.510, that to the best of its knowledge and belief, that it and its principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
  - b. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Section 2 of this certification.
  - d. Have not within a three year period preceding this contract had one or more public transactions (federal, state or local) terminated for cause of default.

Where the Sub-Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

4. Lobbying Restrictions: By signing this contract the Sub-Contractor hereby assures and certifies to the lobbying restrictions which are codified in the DOL regulations at 29 CFR Part 93.
  - a. No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - c. The undersigned shall require that the language of the lobbying restrictions be included in the award documents for contract transactions over \$100,000 (per OMB) at all tiers (including contracts, contracts and subcontracts, under grants, loan, or cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.
  - d. This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

C. General Provisions

1. Unenforceable Provision

In the event that any provision of this contract is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this contract have force and effect and shall not be affected hereby.

2. Equal Employment Opportunity

Sub-Contractor shall comply in accordance with Title VI of the Civil Rights Act of 1964 and compliance with Equal Employment Opportunity provision in Executive Order (E.O.)

11246, as amended by E.O. 11375 and supplemented by the requirements of 41 CFR Part 60.

### 3. Indemnification

The following provision applies only if the Sub-Contractor is a governmental entity:

- a. Pursuant to the provision of Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.
- b. The following provision applies only if the Sub-Contractor is a non-governmental entity: The Sub-Contractor agrees to the extent permitted by law, to indemnify, defend and save harmless the East Bay Community Services/La Familia Counseling Service, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materials persons, laborers and any other persons, firms or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by the Sub-Contractor in the performance of this contract.

Failure to comply with all requirements of the certifications in Section 2 may result in suspension of payment under this contract or termination of this contract or both, and the Sub-contractor may be ineligible for award of future state contracts/contracts if the department determines that any of the following has occurred: (1) false information on the certifications, or (2) violation of the terms of the certifications by failing to carry out the requirements as noted above.

### 4. Clean Air and Water Act

For contracts in excess of \$100,000, compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 {h}); Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR 15, revised as of July 1, 1989)

For contracts in excess of \$100,000, compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC Sec. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 USC Sec. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

### 5. Standards of Conduct

The following standards apply to all Sub-Contractors.

- a. General Assurance: Every reasonable course of action will be taken by the Sub-contractor in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This contract will be administered in an impartial manner, free from efforts to gain personal, financial or political gain.
- b. Avoidance of Conflict of Economic Interest: An executive or employee of the Sub-Contractor, an elected official in the area or a member of the Local Board, will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by the Sub-Contractor or East Bay Community Services/La Familia Counseling Service: Supplies, materials, equipment or services purchased with contract funds will be used solely for purposes allowed under this contract. No member of the Local Board will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.

6. Subcontracting

- a. Any of the work or services specified in this contract which will be performed by other than by the Sub-Contractor will be evidenced by a written agreement specifying the terms and conditions of such performance.
- b. The Sub-Contractor will maintain and adhere to an appropriate system, consistent with federal, state and local law, for the award and monitoring of contracts which contain acceptable standards for insuring accountability.
- c. The system for awarding contracts will contain safeguards to insure that the Sub-Contractor does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

7. Insurance

Except for city and county governmental entities, Sub-Contractors must provide East Bay Community Services/La Familia Counseling Service evidence of the coverage specified in a, b, c and d below. The evidence of coverage shall include the registration number of the contract for identification purposes.

- a. Sub-Contractor will ensure adequate bonding and insurance in an amount of not less than the contract award prior to the receipt of funds under this contract. If the bond is canceled or reduced, Sub-Contractor will immediately so notify East Bay Community Services/La Familia Counseling Service. In the event the bond is canceled or revised, East Bay Community Services/La Familia Counseling Service will make no further disbursements until it is assured that adequate coverage has been obtained.



- b. Sub-Contractor will provide general liability insurance with a combined limit of \$1,000,000 or public liability and property damage coverage with a combine limit of not less than \$1,000,000.
- c. Sub-Contractor will provide broad form automobile liability coverage with limits as set forth in (b) above, which applies to both owned/leased and non-owned automobiles used by the Sub-Contractor or its agents in performance of this contract, or, in the event that the Sub-Contractor will not utilize owned/leased automobiles but intends to require employees, trainees or other agents to utilize their own automobiles in performance of this contract. Sub-contractor will secure and maintain on file from all such employees, trainees or agents a self-certification of automobile insurance coverage.
- d. Sub-Contractor will provide Worker's Compensation Insurance, which complies with provisions of the California Labor Code, covering all employees of the Sub-Contractor and all participants enrolled in work experience programs. Medical and Accident Insurance will be carried for those participants not qualifying as "employee" (Section 3350, et seq. of the California Labor Code) for Worker's Compensation.

East Bay Community Services/La Familia Counseling Service will be named as "Certificate Holder" of policies secured in compliance with paragraphs a-d above and will be provided certificates of insurance or insurance company "binders" prior to any disbursement of funds under this contract, verifying the insurance requirements have been complied with. The coverage noted in b and c above must contain the following clauses:

- 1) Insurance coverage will not be canceled or changed unless 30 days prior to the effective date of cancellation or change written notice is sent by the Sub-Contractor to East Bay Community Services/La Familia Counseling Service.
- 2) East Bay Community Services/La Familia Counseling Service, its officers, agents, employees and servants are included as additional insured, but only insofar as the operations under this contract are concerned.
- 3) East Bay Community Services/La Familia Counseling Service is not responsible for payment of premiums or assessments on this policy.

## 8. Funding

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract was executed after that determination was made.

This contract is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate state fiscal years covered by this contract for the purposes of this program and; (2) sufficient funds available to the state by the United States

Government for the fiscal years covered by this contract for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this contract in any manner.

East Bay Community Services/La Familia Counseling Service retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation and performance of the program, providing the Sub-Contractor is given prompt notice. Failure on the part of the Contractor or a Subcontractor of the Sub-Contractor to comply with the provisions of this contract, or with the WIA or regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.

#### 9. Accounting and Cash Management

- a. Contractor will comply with controls, record keeping and fund accounting procedure requirements of WIA, federal and state regulations and directives to ensure the proper disbursement of, and accounting for, program funds paid to the Sub-Contractor and disbursed by the Contractor, under this contract.
- b. Income (including interest income) generated as a result of the receipt of WIA activities, will be utilized in accordance with policy and procedures established by East Bay Community Services/La Familia Counseling Service. Sub-Contractor will account for any such generated income separately.

#### 10. Amendments

This contract may be unilaterally modified by East Bay Community Services/La Familia Counseling Service under the following circumstances:

- a. There is an increase or decrease in federal or state funding levels.
- b. A modification to the Contract is required in order to implement an adjustment to a Sub-Contractor's plan.
- c. Funds awarded to the Contractor have not been expended in accordance with the schedule included in the approved Sub-Contractor's plan. After consultation with the Sub-Contractor, East Bay Community Services/La Familia Counseling Service has determined that funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a manner consistent with state and federal law, regulations and policies, reverting to East Bay Community Services/La Familia Counseling Service.
- d. There is a change in state and federal law or regulation requiring a change in the provisions of this contract.

- e. An amendment is required to change the Sub-Contractor's name as listed on this contract. Upon receipt of legal documentation of the name change the state will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

Except as provided above, this contract may be amended only in writing by the mutual agreement of both parties.

#### 11. Reporting

Sub-Contractor will compile and submit reports of activities, expenditures, status of cash and closeout information by the specified dates as prescribed by East Bay Community Services/La Familia Counseling Service. All expenditure reports must be submitted upon the accrual basis of accounting. Failure to adhere to the reporting requirements of this agreement will result in funds not being released.

#### 12. Termination

This contract may be terminated in whole or in part for either of the two following circumstances:

- a. Termination for Convenience - Either East Bay Community Services/La Familia Counseling Service or the Sub-contractor may request a termination, in whole or in part, for convenience. The Sub-Contractor will give a ninety- (90) calendar-day advance notice in writing to East Bay Community Services/La Familia Counseling Service. East Bay Community Services/La Familia Counseling Service will give a ninety (90) calendar-day advance notice in writing to the Sub-Contractor.
- b. Termination for Cause - East Bay Community Services/La Familia Counseling Service may terminate this contract in whole or in part when it has determined that the Sub-Contractor has substantially violated a specific provision of the WIA regulations or implementing state legislation and corrective action has not been taken.

All notices of termination must be in writing and be delivered personally or by deposit in the U.

S. Mail, postage prepaid, "Certified Mail-Return Receipt Requested", and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U. S. Postal Service.

Notices to East Bay Community Services/La Familia Counseling Service will be addressed to:

#### 13. Records

- a. If participants are served under this contract, the Sub-Contractor will establish a participant data system as prescribed by East Bay Community Services/La Familia Counseling Service.

- b. Sub-Contractor will retain all records pertinent to this contract for a period of three years from the date of final payment of this contract. If, at the end of three years, there is litigation or an audit involving those records, the Sub-Contractor will retain the records until the resolution of such litigation or audit.
- c. East Bay Community Services/La Familia Counseling Service and/or the State of California, the Federal funding source, or their designee will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this contract. For purposes of this section, "access to" means that the Sub-Contractor shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this agreement. The Sub-Contractor shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the Contract. Sub-Contractor's performance under the terms and conditions herein specified will be subject to an evaluation by East Bay Community Services/La Familia Counseling Service of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

14. Audits

- a. The Sub-Contractor will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. All governmental and non-profit organizations must follow the audit requirements (single audit or program-specific audit requirement) of OMB Circular A-133 (29 CFR 97.26 and 29 CFR 95.26).
- b. The Sub-Contractor and/or auditors performing monitoring or audits of the Contractor or its subcontracting service providers will immediately report to East Bay Community Services/La Familia Counseling Service any incidents of fraud, abuse or other criminal activity in relation to this contract.

15. Disallowed Costs

Except to the extent that the State determines it will assume liability, the Sub-Contractor will be liable for and will repay, to East Bay Community Services/La Familia Counseling Service, any amounts expended under this contract found not to be in accordance with WIA including, but not limited to, disallowed costs. Such repayment will be from funds (Non-Federal), other than those received under the WIA.

16. Conflicts

- a. Sub-Contractor will cooperate in the resolution of any conflict with its federal funding source that may occur from the activities funded under this agreement.
- b. In the event of a dispute between East Bay Community Services/La Familia Counseling Service and the Sub-contractor over any part of this contract, the

dispute may be submitted to non-binding arbitration upon the consent of both East Bay Community Services/La Familia Counseling Service and the Sub-Contractor. An election for arbitration pursuant to this provision will not preclude either party from pursuing any remedy for relief otherwise available.

17. Property

All property, whether finished or unfinished documents, data, studies and reports prepared or purchased by the Sub-Contractor under this contract, will be disposed of in accordance with the direction of East Bay Community Services/La Familia Counseling Service. In addition, any tools and/or equipment furnished to the Sub-Contractor by the East Bay Community Services/La Familia Counseling Service and/or purchased by the Sub-Contractor with funds pursuant to this contract will be limited to use within the activities outlined in this contract and will remain the property of the United States Government and/or East Bay Community Services/La Familia Counseling Service. Upon termination of this contract, Sub-Contractor will immediately return such tools and/or equipment to East Bay Community Services/La Familia Counseling Service or dispose of them in accordance with the direction of East Bay Community Services/La Familia Counseling Service.

This contract contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise and any other agreement between the parties hereto. This contract is not intended to and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between East Bay Community Services/La Familia Counseling Service and the Sub-Contractor. Sub-Contractor represents and warrants it is free to enter into and fully perform this contract.

**FOR EAST BAY COMMUNITY SERVICES/LA FAMILIA COUNSELING SERVICE**

Name: Aaron Ortiz  
Title: Executive Director  
Address: 26081 Mocine Avenue, Hayward CA 94544  
Telephone: (510) 881-5921

**FOR THE SUB-CONTRACTOR – Chabot College**

Name:  
Title:  
Address: 25555 Hesperian Boulevard, Hayward CA 94545  
Telephone: (510) 723-6600

**Vendor Clauses**

A. Certifications/Assurances

Except as otherwise indicated, the following certifications apply to all Sub-Contractors.

1. Americans with Disabilities Act: The Sub-Contractor agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which, prohibits discrimination on

the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA. (42 USC 12101 et seq.)

2. Debarment and Suspension Certification: By signing this contract, the Sub-Contractor hereby certifies under penalty of perjury under the laws of the State of California that the Sub- contractor will comply with regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 95.48, Appendix A (1-8) and Part 98.510, that to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transitions by any federal department or agency.
  - b. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Section 2 of this certification.
  - d. Have not within a three year period preceding this contract had one or more public transactions (federal, state or local) terminated for cause of default.

Where the Sub-Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

3. Lobbying Restrictions: By signing this contract the Sub-Contractor hereby assures and certifies to the lobbying restrictions which are codified in the DOL regulations at 29 CFR Part 93.
  - a. No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an office or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or

employee of Congress, or an employee of a Member of Congress, in connection with this Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

- c. The undersigned shall require that the language of the lobbying restrictions be included in the award documents for contract transactions over \$100,000 (per OMB) at all tiers (including contracts, contracts and subcontracts, under grants, loan, or cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

C. General Provisions

1. Unenforceable Provision

In the event that any provision of this contract is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this contract have force and effect and shall not be affected hereby.

2. Equal Employment Opportunity

Sub-Contractor shall comply in accordance with Title VI of the Civil Rights Act of 1964 and compliance with Equal Employment Opportunity provision in Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented by the requirements of 41 CFR Part 60.

3. Indemnification

The following provision applies only if the Sub-Contractor is a governmental entity:

- a. Pursuant to the provision of Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.
- b. The following provision applies only if the Sub-Contractor is a non-governmental entity: The Sub-Contractor agrees to the extent permitted by law, to indemnify, defend and save harmless East Bay Community Services/La Familia Counseling Service, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materials persons, laborers and any other persons, firms or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement,

and from any and all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by the Sub-Contractor in the performance of this contract.

Failure to comply with all requirements of the certifications may result in suspension of payment under this contract or termination of this contract or both, and the Sub-Contractor may be ineligible for award of future state contracts/contracts if the department determines that any of the following has occurred: (1) false information on the certifications, or (2) violation of the terms of the certifications by failing to carry out the requirements as noted above.

4. Clean Air and Water Act

For contracts in excess of \$100,000, compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 {h}); Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR 15, revised as of July 1, 1989)

For contracts in excess of \$100,000, compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC Sec. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 USC Sec. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

5. Subcontracting

- a. Any of the work or services specified in this contract which will be performed by other than by the Sub-Contractor will be evidenced by a written agreement specifying the terms and conditions of such performance.
- b. The Sub-Contractor will maintain and adhere to an appropriate system, consistent with federal, state and local law, for the award and monitoring of contracts which contain acceptable standards for insuring accountability.
- c. The system for awarding contracts will contain safeguards to insure that the Sub- contractor does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

6. Amendments

This contract may be unilaterally modified by East Bay Community Services/La Familia Counseling Service under the following circumstances:

- a. There is an increase or decrease in federal or state funding levels.
- b. A modification to the Contract is required in order to implement an adjustment to a Sub-Contractor's plan.



- c. Funds awarded to the Sub-Contractor have not been expended in accordance with the schedule included in the approved Sub-Contractor's plan. After consultation with the Sub-Contractor, East Bay Community Services/La Familia Counseling Service has determined that funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a manner consistent with state and federal law, regulations and policies, reverting to East Bay Community Services/La Familia Counseling Service.
- d. There is a change in state and federal law or regulation requiring a change in the provisions of this contract.
- e. An amendment is required to change the Sub-Contractor's name as listed on this contract. Upon receipt of legal documentation of the name change the state will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

Except as provided above, this contract may be amended only in writing by the mutual agreement of both parties.

## 7. Termination

This contract may be terminated in whole or in part for either of the two following circumstances:

- a. Termination for Convenience - Either East Bay Community Services/La Familia Counseling Service or the Sub-Contractor may request a termination, in whole or in part, for convenience. The Sub-Contractor will give a ninety-(90) calendar-day advance notice in writing to East Bay Community Services/La Familia Counseling Service. The East Bay Community Services/La Familia Counseling Service will give a ninety (90) calendar-day advance notice in writing to the Sub-Contractor.
- b. Termination for Cause - East Bay Community Services/La Familia Counseling Service may terminate this contract in whole or in part when it has determined that the Sub-Contractor has substantially violated a specific provision of the WIA regulations or implementing state legislation and corrective action has not been taken.

All notices of termination must be in writing and be delivered personally or by deposit in the U.S. Mail, postage prepaid, "Certified Mail-Return Receipt Requested", and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U. S. Postal Service.

Notices to East Bay Community Services/La Familia Counseling Service will be addressed to:

Aaron Ortiz

Executive Director

East Bay Community Services/La Familia Counseling Service

26081 Mocine Avenue

Hayward, CA 94544

8. Records

- a. If participants are served under this contract, the Sub-Contractor will establish a participant data system as prescribed by East Bay Community Services/La Familia Counseling Service.
- b. Sub-Contractor will retain all records pertinent to this contract for a period of three years from the date of final payment of this contract. If, at the end of three years, there is litigation or an audit involving those records, the Sub-Contractor will retain the records until the resolution of such litigation or audit.
- c. East Bay Community Services/La Familia Counseling Service and/or the State of California, the Federal funding source, or their designee will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this contract. For purposes of this section, "access to" means that the Sub-Contractor shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this agreement. The Sub-Contractor shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the Contract. Sub-Contractor's performance under the terms and conditions herein specified will be subject to an evaluation by East Bay Community Services/La Familia Counseling Service of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

9. Property

All property, whether finished or unfinished documents, data, studies and reports prepared or purchased by the Sub-Contractor under this contract, will be disposed of in accordance with the direction of East Bay Community Services/La Familia Counseling Service. In addition, any tools and/or equipment furnished to the Sub-Contractor by East Bay Community Services/La Familia Counseling Service and/or purchased by the Sub-Contractor with funds pursuant to this contract will be limited to use within the activities outlined in this contract and will remain the property of the United States Government and/or East Bay Community Services/La Familia Counseling Service. Upon termination of this contract, Sub-Contractor will immediately return such tools and/or equipment to East Bay Community

Services/La Familia Counseling Service or dispose of them in accordance with the direction of East Bay Community Services/La Familia Counseling Service.

This contract contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise and any other agreement between the parties hereto. This contract is not intended to and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between East Bay Community Services/La Familia Counseling Service and the Sub-Contractor. Sub-Contractor represents and warrants it is free to enter into and fully perform this contract.

**FOR EAST BAY COMMUNITY SERVICES/LA FAMILIA COUNSELING SERVICE**

Name: Aaron Ortiz

Title: Executive Director

Address: 26081 Mocine Avenue, Hayward CA 94544

Telephone: (510) 881-5921

**FOR THE SUB-CONTRACTOR - Chabot College**

Name:

Title:

Address: 25555 Hesperian Boulevard, Hayward CA 94545

Telephone: (510) 723-6600