

Contract #: 14-15-AC
Funding: WIA Adult and DW

Oakland Private Industry Council, Inc. (“Oakland PIC”) on behalf of the Alameda County Workforce Investment Board (“ACWIB”)

AGREEMENT made by and between:

Oakland Private Industry Council, Inc. 1212 Broadway, Suite 300 Oakland, CA 94612 Contact: Pam Salsedo Contracts Administrator Phone: 510-768-4403 Email: psalsedo@oaklandpic.org	Chabot-Las Positas Community College District 7600 Dublin Blvd., 3rd Floor Dublin, CA 94568 Contact: Lorenzo Legaspi Vice Chancellor, Business Services Phone: 925-485-5203 Email: llegaspi@clpccd.org
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The parties execute this Subcontract Agreement for the effective date and the period of performance specified:

- Subcontract Term
Subcontract Effective Date: August 20, 2014
Performance period: August 20, 2014 - June 30, 2015
- Purpose
The purpose of this Subcontract is to engage the services of educational services to be provided by the Chabot-Las Positas Community College District.
- Type of Subcontract
ACWIB has contracted with the Oakland PIC to act as its fiscal agent in establishing this Subcontract with Chabot-Las Positas Community College District for services defined in Attachment A. The Federal funds available are allocated under the WIA formula funds awarded to ACWIB. Those funds, hereby obligated by the Oakland PIC on behalf of ACWIB, are to be paid according to applicable regulations and rules governing Cost Reimbursement Contracts.
- Obligation
The Oakland PIC will reimburse the Chabot-Las Positas Community College District up to a total of **\$183,000.00** as detailed in Attachment B.

5. Summary of Program Services

The scope of work is included in this document as Attachment A. This Subcontract encompasses the work to be performed by Chabot-Las Positas Community College District, for ACWIB in relation to the above referenced projects.

This Subcontract consists of all items and exhibits attached and/or referenced, all of which have been examined and agreed upon, as evidenced by this signing.

OAKLAND PRIVATE INDUSTRY COUNCIL, INC

By: _____

Gay Plair Cobb

Title: Chief Executive Officer

Date: _____

SUBCONTRACTOR:

By: _____

Lorenzo Legaspi

Title: Vice Chancellor, Business Services

Date: _____

The purpose of this Subcontract is to set forth the responsibilities of Chabot-Las Positas Community College District as a subcontractor. These services are contracted by the Oakland Private Industry Council, Inc. (Oakland PIC), on behalf of the Alameda County Workforce Investment Board (ACWIB), and pursuant to the Workforce Investment Act (WIA).

Subcontractor, for and in consideration of all covenants, conditions, and stipulations contained in this Agreement, agrees to the following:

1.0 GENERAL PROVISIONS

1.0 CONTROLLING AUTHORITY

Subcontractor will abide by all Contract terms, conditions, the ACWIB's/Oakland PIC's policies and procedures, performance standards applicable to the grant, attachments to the Contract, and all applicable documents incorporated by reference. Subcontractor will abide by each and every provision of the WIA, its regulations, and all State of California WIA Directives, incorporated by reference. Unless otherwise inapplicable, it is understood that the WIA, its regulations and Directives, and relevant OMB Circulars shall be the controlling authority with regard to all matters arising under this Contract.

1.1 PARTIES TO THE AGREEMENT

Neither the federal government, represented by the U.S. Department of Labor, nor the State of California is a party to this Contract. No legal liability on the part of either of them is implied under the terms of this Contract. Any liabilities or disputes as may arise under this Contract are between the parties.

1.2 CROSS INDEMNIFICATION

Each party to the contract shall indemnify, defend and hold harmless, the other party, and its officers, agents and employees, from any and all liabilities and claims of any nature or damages of any character whatsoever, including death, sickness or injury to persons or property from any cause whatsoever arising from or connected with the operations or services of the Subcontractor, resulting from the conduct, negligent or otherwise, in whole or in part, of the Subcontractor, its agents, representatives, or employees to the extent permitted by law.

1.3 The Subcontractor, and the agents and employees of the Subcontractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the ACWIB/Oakland PIC.

1.4 ACCESS

The Subcontractor must provide access to the ACWIB/Oakland PIC, the State of California, and the U.S. Department of Labor, and their authorized representatives, to financial records, supporting documents, statistical records and all other records pertinent to this Contract for the purpose of making audits, exams, excerpts and transcription, at all times that the grant is in force and for a

period of four (4) years thereafter, as required by OMB Circulars related to this Contract, and/or pursuant to the use of WIA funds. Such records must be retained for that same period or until notified by the ACWIB/Oakland PIC that there is no further need for retention.

1.5 GRIEVANCE

Grievances arising under a WIA-funded program whether related to program or Equal Opportunity issues will be limited to the interpretation and application of federal/state regulations, ACWIB/Oakland PIC and State/Department of Labor policies and procedures. Such grievances will not include interpretation of the contents of this Contract. Resolution of grievances will be in accordance with policy established by the Department of Labor, the State of California, the Workforce Investment Act, and the ACWIB/Oakland PIC.

1.6 CONSIDERATION FOR PAYMENT

The consideration to be paid to Subcontractor in accordance with the payment provisions in this Contract shall be for the performance of the services and functions under the Contract. Such consideration will not exceed the total costs of the project as stated in this Contract unless changes due to circumstances affecting this Contract have resulted in a modification document agreed upon and executed by the parties, or otherwise executed in accordance with the terms of this Contract. All excess revenue over costs must be spent on program activity.

2.0 INSURANCE COVERAGE

2.0 Subcontractor agrees, during the term of this Contract (including any extensions), to keep in effect its self-insurance or other insurance policies as required by law; and to provide coverage, as applicable, that may be required by the performance of the Contract in the following minimum requirements (**Note:** Payment shall be withheld if current required insurance certificates are not on file at the Oakland PIC):

- a. Workers' Compensation in accordance with the provisions of Section 3700 of the State of California Labor Code; or, if Workers Compensation is not applicable, Medical and Accident insurance in the amount of one million dollars (\$1,000,000), for injury or disease resulting from an individual's participation in any activity;
- b. General Liability Coverage in the amount of one million dollars (\$1,000,000), including, but not limited to, accident coverage on an "occurrence" basis and coverage of both personal injury and bodily injury. Such coverage will provide that no other insurance in which the ACWIB or Oakland Private Industry Council, Inc. is a covered party will be called upon to contribute to a loss. Subcontractor shall name the ACWIB and Oakland Private Industry

Council, Inc., its officers, employees and agents as additional insured under the policy.

- c. If Subcontractor uses vehicles in the performance of this Contract, Subcontractor will provide evidence of Auto Liability Coverage in the amount of one million dollars (\$1,000,000).

Subcontractor must provide evidence of current insurance by providing ACWIB/Oakland PIC with certifications of insurance coverage pursuant to the requirements above. Payments to Subcontractor on this Contract may be withheld if current certifications are not on file with Oakland PIC at the time a payment is due. It is the Subcontractor's responsibility to update the certification on file to ensure the most recent certification has been given to Oakland PIC.

3.0 FUND AVAILABILITY

All funding under this Contract is contingent upon the availability of federal and state funds, and continued federal and state authorization for program activities. This Contract is subject to modification or termination due to actions taken by the federal, state or local governments, that result in a frustration of Contract purpose. Further, any unearned payments under this Contract may be, at the ACWIB/Oakland PIC's sole discretion, suspended or terminated in the event of Subcontractor's refusal to accept any added conditions imposed by the U.S. Department of Labor, the State of California, and/or the ACWIB/Oakland PIC at any time.

4.0 MODIFICATION AND TERMINATION

- 4.0 This Contract may be modified prior to its completion date by agreement of the Subcontractor, ACWIB, and the Oakland PIC as indicated by a mutually signed modification document.
- 4.1 The ACWIB/Oakland PIC may terminate this Contract and be relieved of payment of consideration should Subcontractor fail to perform the duties of this Contract at the time and manner provided, or fail to comply with any requirement of the WIA, or with local policy. Additionally, the ACWIB/Oakland PIC may unilaterally and immediately terminate this Contract and be relieved of payment if: Subcontractor delays execution of the agreement or modification(s) beyond ten (10) working days of receipt; or, if performance falls significantly under plan; or if, in ACWIB/Oakland PIC's sole opinion, Subcontractor mismanages any fiscal and/or programmatic terms and conditions contained in this Contract. Each signatory party reserves the right to discontinue its participation in this agreement upon 30 days written notice to all parties. In the event of termination, the ACWIB/Oakland PIC shall not be liable for any new obligations incurred by

Subcontractor after the notice of termination date, nor shall Subcontractor be permitted to provide services to new participants after the notification date.

5.0 ASSIGNMENT

Subcontractor may not assign this Contract in whole or in part, unless otherwise agreed to in writing by the ACWIB/Oakland PIC. Subcontractor shall enter into no subcontracts for work or services covered by this Contract, nor any consultant agreements, unless such arrangement is outlined in Attachment A, "Statement of Work," or any modification to it, or written approval has been granted by the ACWIB/Oakland PIC in advance.

6.0 REPORTING FRAUD, WASTE, ABUSE AND CRIMINAL ACTIVITY

- 6.0 Subcontractor must not engage in, and must advise the ACWIB/Oakland PIC directly and immediately, of any apparent improper or fraudulent use of WIA funds that comes to Subcontractor's attention, or of any apparent supplying of misinformation to the ACWIB/Oakland PIC or their representatives. WIA regulations, Title 20 CFR Section 667.505 and 667.630, require that information and complaints involving criminal fraud, waste, abuse or other criminal activity must be reported immediately through the Department of Labor's Incident Reporting System to Office of the Inspector General (OIG), with a copy simultaneously provided to the Employment and Training Administration. (See Attachment D.)
- 6.1 WIAD02-03 – Incident Reporting, incorporated by reference and made a part of this Contract, delineates the State-imposed requirements to report all instances of fraud, waste and abuse, and criminal activity to OIG and the Compliance Review Division (CRD) within one working day of the detection of the incident.
- 6.2 Further, Subcontractor shall, in addition to the above reporting, also submit a copy of such report to the ACWIB/Oakland PIC at the same time.

7.0 ASSURANCES AND CERTIFICATIONS

In the performance of services and functions under this Contract, Subcontractor assures and certifies:

Safeguard Against Fraud & Abuse/Statement of Non-Discrimination

- 7.0. Subcontractor will administer its programs under the WIA in full compliance with safeguards against fraud and abuse as set forth in federal and state regulations, directives and policies.

- 7.1. No portion of Subcontractor's WIA program will in any way discriminate against, deny benefits to, deny employment to or exclude from participation any persons on the grounds of race, color, sex, sexual orientation, age, handicap, or political/religious affiliation or beliefs; and it will provide employment and training services to those most in need of them and most able to benefit from them, including but not limited to, low income persons, disabled individuals, persons facing barriers to employment commonly experienced by older workers, and persons of limited English-speaking ability.
- 7.2 Program activities will be available to all eligible individuals regardless of religious affiliation or non-affiliation. WIA participants shall in no way perform or assist in the performance of activities that are sectarian in nature.
- 7.3 Participation in programs and activities financially assisted in whole or in part under this Act shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens and refugees, parolees, and other individuals authorized by the Attorney General to work in the United States.
- 7.4 No individual will be intimidated, threatened, or coerced, or discriminated against because of filing a complaint, furnishing information, or assisting or participating in any manner in an investigation, compliance review, hearing or any other activity related to the administration of WIA.
- 7.5 Subcontractor has and adheres to established personnel policies with respect to hiring practices, promotion, demotion, leave and holiday practices, termination criteria and disciplinary practice, which reflect the ACWIB/Oakland PIC policies with regard to equal opportunity employment.

Administrative Regulations

- 7.6 As applicable, Subcontractor will comply with applicable administrative provisions of the Department of Labor federal regulations (29 CFR part 95 or 29 CFR part 97), and the Office of Management and Budget (OMB) Circulars A-133 and A-122, as well as applicable state regulations.
- 7.7 Subcontractor recognizes that all powers not explicitly vested in the Subcontractor by this Contract remain with the ACWIB/Oakland PIC.

Confidentiality of Client Files

- 7.8 Subcontractor will maintain the confidentiality and security of all participant files including medical records; no information will be divulged to any outside party without the express written permission of the participant except as necessary for purposes of performance or evaluation, to persons having authorized responsibility under the applicable grant, and to the extent necessary for proper administration by the Subcontractor and/or ACWIB/Oakland PIC.

Compliance with Equal Opportunity and Non-Discrimination State and Federal Laws

- 7.9 Subcontractor shall comply with all provisions of state and federal equal opportunity and nondiscrimination laws including, but not limited to:
- The Workforce Investment Act, Section 188
 - Title VI of the Civil Rights Act of 1964, as amended
 - Title VII of the Civil Rights Act of 1964, as amended
 - The Age Discrimination Act of 1975, as amended
 - Sections 503 and 504 of the Rehabilitation Act of 1973, as amended
 - Title IX of the Education Amendments of 1972, as amended
 - Title 29 CFR, Part 37
 - Title 29 CFR, Part 32, Nondiscrimination on the Basis of Handicap in programs and activities receiving or benefiting from Federal Financial Assistance;
 - The Americans with Disabilities Act of 1990, as amended
 - The Drug Free Workplace Act of 1988
 - The Americans with Disabilities Act of 1990, as amended.
 - Equal Employment Opportunity – Executive Order 11246, as amended by Executive Order 11375, and as supplemented by regulations at 41 CFR Part 60
 - All promulgating rules and regulations associated with these laws and orders.

With regard to people with disabilities, Subcontractor will provide disabled participants with as broad an assortment of services as possible including but not limited to: physical access to Subcontractor’s training facilities; linkages with agencies serving the disabled; and training materials adaptable for use with the disabled.

Subcontractor agrees to include the following language on all program materials it distributes to the public and/or its participants: “(agency name) is an Equal Opportunity Program. Auxiliary aids and services are available upon request to individuals with disabilities. For TDD: Call (800) 735-2929 for California Relay Service”.

Compliance With Relevant Federal (& Appendices), State and Local Laws

7.10 Subcontractor certifies that Subcontractor:

- a. Will comply with the Workforce investment Act (WIA) and all of its promulgating regulations and rules.
- b. Will comply with the Drug Free Workplace Act of 1988.
- c. Is in compliance with all applicable federal, state, and local laws governing work place health and safety conditions, payment of wages, collective bargaining, labor relations, and any other regulations affecting personnel who are mandated by law or legal agreement.

- d. Clean Air and Water Requirements: Contracts in excess of \$100,000 will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act – per reference at 29 CFR 97.36(i)(12).
- e. Will comply with all applicable federal, state and local laws pertaining to copyrights including that the federal awarding agency reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee, contractor or subcontractor purchases ownership with grant support.

7.11 Subcontractor understands that the ACWIB/Oakland PIC and the Department of Labor shall have unlimited rights to any data first produced or delivered under this Contract.

Conflict of Interest

7.12 Subcontractor and the members of the governing board, and persons under employ shall avoid any actual or potential conflicts of interest or circumstances of nepotism.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions

7.13 The Subcontracting Agency certifies that:

- a. Neither Subcontractor nor Subcontractor’s principals or employees are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- b. Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this Contract.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor may pursue available remedies, including suspension and/or debarment.
- d. The prospective recipient of federal assistance funds shall provide immediate written notice to ACWIB/Oakland PIC if at any time the prospective recipient

of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- e. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing E.O. 12459.
- f. The prospective recipient of federal assistance funds agrees that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation.

State and Federal Lobbying Laws and Regulations

7.14 Subcontractor will comply as applicable with all provisions of state and federal lobbying laws and regulations pursuant to Section 1352, Title 31 of the U.S. Code, and 34 CFR Part 82. Subcontractor certifies that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any 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 federally 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, 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, 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 this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- d. No funds provided under this grant shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself. Nor shall grant funds be used to pay the salary or expenses of any grant or agreement awardee or agent acting for such awardee, related to

any activity designed to influence legislation or appropriations pending before the Congress.

Reporting Requirements

- 7.15 Subcontractor will cooperate with any reasonable requests for reporting and is aware that the U.S. Department of Labor and/or State of California may require the ACWIB/Oakland PIC to provide additional or different reporting requirements. Subcontractor agrees to assist in modification of reporting templates if it is needed.

Audit Requirements (OMB Circular A-133, WIA Section 184, Title 20 CFR Section 667.200(b), Title 29 CFR Part 95 or 97 (as applicable), Title 31 USC Chapter 75 & California Nonprofit Integrity Act of 2004, Section 12586)

- 7.16 In accordance with OMB Circular A-133, Audits of Institutions of Higher Education and Other Nonprofit Institutions, nonprofit institutions that receive \$500,000 or more a year in federal awards shall have a Single Audit or have an audit made of each federal award in accordance with federal laws and regulations governing the programs in which they participate. Additionally, also in accordance with Circular A-133, nonprofit organizations expending less than \$500,000 in federal awards may not charge the cost of any audit to the federal award.

Nonprofits receiving less than \$500,000 a year in federal awards are exempt from federal audit requirements, but records must be available for review by appropriate officials of the federal grantor agency or subgranting entity.

In accordance with Section 637.480 of the Code of Federal Regulations, commercial organizations that receive \$25,000 or more in federal financial assistance to operate a WIA program shall have an audit performed.

8.0 STATEMENT OF WORK PROVISIONS

- 8.0 The terms and definitions cited in the WIA and its regulations are expressly applicable to the work to be performed under this Contract.
- 8.1 Activities conducted by Subcontractor under this Contract shall include those services listed in the Statement of Work (Attachment A).
- 8.2 Subcontractor must maintain all records and follow all procedures and policies regarding the grant and its reporting requirements, as necessary, in accordance with those set forth by the ACWIB/Oakland PIC in order to ensure proper submission of reports and invoices in a timely manner to allow the ACWIB/Oakland PIC to report to the State / EDD and/or DOL as required.

- 8.3 Subcontractor must monitor Contract performance in the manner stated in the Statement of Work, and, in addition to the reporting requirements of the grant, if requested, will submit to the ACWIB/Oakland PIC a narrative report detailing program progress, any operating difficulties and, if applicable, proposed corrective action.
- 8.4 Subcontractor will submit monthly activity and fiscal reports regarding services provided to the ACWIB Fiscal Manager by the fifteenth (15TH) working day following the close of each month. The fiscal reports must include expenditures. (See Attachment B, Budget.)
- 8.5 In addition to the cooperation and access enunciated in Sections 1.4 and 8.2 above, Subcontractor must actively cooperate with all requests for information including telephone and written requests within 24 hours, and shall provide the ACWIB/Oakland PIC with access to such facilities and records as are necessary to establish Subcontractor compliance within the terms of this Contract.

9.0 CONTRACT PAYMENT PROVISIONS

- 9.0 One-hundred (100%) of Subcontractor's total Contract amount will be paid on a cost-reimbursement basis. Cost reimbursement payments to Subcontractor based upon submitted invoices shall be contingent upon the satisfactory submission of these items to the ACWIB.

Billing and Payment Procedures

- a. Subcontractor completes invoice documentation and submits paperwork to ACWIB Program Liaison;
- b. ACWIB reviews the invoice(s) with the Fiscal Manager and obtains approval for the invoice(s), and forwards invoice(s) to Oakland PIC for payment;
- c. Oakland PIC shall pay Subcontractor for properly submitted invoices within thirty (30) days of receipt from ACWIB;
- d. Subcontractor may submit invoices to the ACWIB for services provided through the end of contract performance period.

Fiscal Control and Accountability, if applicable

- 9.1 All indirect costs to the Contract shall be supported by documents that indicate current approval by a cognizant federal/state agency and be received and approved by the ACWIB/Oakland PIC. These documents shall detail the rate calculation method and the method by which the rate is applied to WIA funds. In the absence of an approved indirect cost rate, a current, ACWIB/Oakland PIC-approved, cost allocation plan with full explanation of revenues and prorated costs must be filed with ACWIB/Oakland PIC prior to the receipt of any WIA funds

under this Contract.

- 9.2 Subcontractor must adhere to all federal, state, and local laws with respect to payment of employees, and maintain full and adequate documentation of employee payroll, work time and attendance, leave and vacation time; and, where staff time is allocated to different cost categories of contracts or funds, documentation shall be maintained to show prorated time. ACWIB/Oakland PIC reserves the right to establish maximum amounts that may be expended for staff salaries funded under the Contract.
- 9.3 Subcontractor shall confine expenditures to funds negotiated and allocated to applicable cost categories and program activities designated in the Contract or modification hereof. Costs incurred before or after the stated period of performance will not be reimbursed and are the sole responsibility of the Subcontractor. In no event shall ACWIB/Oakland PIC be liable for expenditures in excess of the amount and rate allowed in any cost category applicable to the Contract or for any amount in excess of that obligated by the ACWIB/Oakland PIC as set forth on the title page of this Contract or any modification hereto.
- 9.4 Subcontractor must keep Contract expenditures under continuous review. When Subcontractor's activities under this Contract fall significantly under plan, ACWIB/Oakland PIC reserves the right to unilaterally deobligate funds and amend the Contract accordingly.
- 9.5 All revenues and expenditures under this Contract must be accounted for separately.
- 9.6 Subcontractor's performance under this Contract will be monitored regularly and measured against performance standards set forth herein. The ACWIB/Oakland PIC may perform scheduled and unscheduled program and fiscal monitoring. When monitoring determines that programmatic and/or fiscal improvements or changes are required, corrective action plans or budget modifications will be required by ACWIB/Oakland PIC and, as necessary, this Contract will be so amended.
- 9.7 Every officer, director, agent or employee who is authorized to receive or deposit funds, issue checks or other instruments or payment for program costs incurred shall be covered by a blanket position bond.
- 9.8 Unearned payments under this Contract may be suspended or terminated upon refusal to accept any conditions that may be imposed by the U. S. Department of Labor, State, or ACWIB/Oakland PIC.
- 9.9 Subcontractor shall maintain accounting systems which are in accordance with generally accepted accounting practices and are in accordance with the Financial Management System described in the U. S. Department of Labor, Office of

Management of Budget, Circular 102 and, where applicable, state circulars, containing all information related to the audit of contracts.

- 9.10 All payment of WIA funds must be earned and payment of funds in excess of actual costs incurred according to all terms and conditions of this Contract shall be refunded to ACWIB/Oakland PIC within ten (10) working days of the Contract termination date.
- 9.11 Subcontractor must receive prior written approval from ACWIB/Oakland PIC for the purchase and/or lease of any equipment with a per-unit acquisition cost of \$5,000 or more, and a useful life of more than one year. This includes the purchases of ADP equipment.
- 9.12 Any movement from one location to another or any other disposition of inventoried equipment requires prior written approval by ACWIB/Oakland PIC. Any item not recalled by ACWIB/Oakland PIC at conclusion of the Contract is the responsibility of the Subcontractor and must be safeguarded against loss or damage at all times.
- 9.13 Subcontractor shall comply with all financial management and fiscal procedures prescribed by WIA, the Department of Labor, State and ACWIB/Oakland PIC including audit and Contract close-out procedures, and reimbursement of costs.
- 9.14 Although Contract performance may have been accepted and reimbursement of costs made in consideration of claims, any cost disallowance subsequently discovered through audit, closeout, or any other process, shall be reimbursed by Subcontractor to ACWIB/Oakland PIC within 30 calendar days of notice.

Contract Budget:

- 9.15 Subcontractor must retain documentation sufficient to verify any claims for reimbursement of costs incurred. The ACWIB/Oakland PIC will determine on a case-by-case basis, what documents the Subcontractor must submit to support invoices. Examples of underlying documents include:

WAGES:

- Time sheets showing total hours worked and hours worked on the Contract
- Timesheets must be signed by employee and supervisor
- Payroll records
- Fringe benefits
- Payroll tax deposits, coupons and receipts
- Invoices for health benefits indicating date of payment and check number

OTHER:

- Invoice indicating date of payment and check number
- Percentage of cost allocated WIA budget

9.16 All obligations incurred in the performance of this Contract must be reported to the ACWIB/Oakland PIC within thirty days following termination of this Contract in order to be binding upon the ACWIB/Oakland PIC for reimbursement. Any obligations not reported within the thirty-day period will be the sole responsibility of the Subcontractor.

STATEMENT of WORK

I. PROJECT OVERVIEW

The California Multi-Sector Workforce Partnership (Multi-Sector or Multi-Sector Partnership or MSG) is a collaboration of California Workforce Investment Boards (LWIB) across the state working together to address the retraining and employment needs of dislocated workers and Veterans. Awarded by the State of California, Employment Development Department (EDD) a 25% WIA Dislocated Worker Additional Assistance Project Grant on behalf of the California Multi-Sector Workforce Partnership. This project will provide Customized Training and supportive services to eligible Veterans and dislocated workers. A priority of services is available to Veterans recently separated from the military within the last 48 months prior to application and received a DD214 for conditions other than dishonorable.

II. PROJECT OUTCOMES AND DELIVERABLES

The Engineering Technology training program will begin Fall 2014 semester and continue through Spring 2016 semester. The Chabot-Las Positas Community College District will:

- A. Develop the curriculum for the new Las Positas College (LPC) Engineering Technology training program.
- B. Provide a customized Engineering Technology training program for up to 25 eligible Veterans and dislocated workers under the Multi-Sector Partnership Grant.
- C. Provide instructional and laboratory assistance to students enrolled in the Engineering Technology training program.
- D. The Engineering Technology training program will begin Fall 2014 semester and continue through the end of Spring 2016 semester.
- E. Provide textbooks and related course fees will be capped at \$1,000 per eligible participant.
- F. Provide Supportive Services to include: Materials, Supplies, and Transportation. Supportive services will be capped at \$500 per eligible participant.
- G. Provide mental health and stress counseling services through the Las Positas College Student Health Center.
- H. Register all participants enrolled in the Engineering Technology training program in WIA no later than September 30, 2014 through the TriValley OneStop.

EXHIBIT B

BUDGET

The total cost of this agreement shall not exceed: \$ 183,000.00

For the period of August 20, 2014 through June 30, 2015

	QTY	ACWIB
Development of Eng. Materials and Statics Course	1	\$ 4,500.00
Delivery of Instruction (27 credits @ \$3000/credit)	27	\$ 81,000.00
Textbooks (up to 25 students @ \$1000/student)	25	\$ 25,000.00
Supportive Services Supplies, Materials and Transportation (up to 25 students @ \$500/student)	25	\$ 12,500.00
Instructional Assistance/Tutoring & Laboratory	1	\$ 30,000.00
Curriculum Development/Contextualization (for each course)	1	\$ 30,000.00
TOTAL		\$ 183,000.00

CONTRACT PAYMENT TERMS

The total cost of this agreement shall not exceed \$ 183,000.00

Invoices shall be submitted monthly to ACWIB to the attention of Jennifer Mitchell. Specific activities as defined in Exhibit A will be described on an attachment to each invoice.

Before payments are made:

1. ACWIB Staff will verify that contract activities were provided.
2. ACWIB Staff will verify the completion of contract deliverables, as defined in Exhibit A, Statement of Work.

Certified invoices will be approved by the ACWIB Fiscal Manager and processed to Oakland PIC for payment.

The term of this Agreement is August 20, 2014 through June 30, 2015.

STATEMENT OF WORK / CONTRACT PAYMENT TERMS APPROVED:

Patti Castro, ACWIB Asst. Director

Date

CONTRACT PAYMENT TERMS

The total cost of this agreement shall not exceed: \$ 183,000.00

Invoices will be mailed to: Alameda County WIB
241 Amador Street, 6th Floor
Hayward, CA 94544
Attention: Jennifer Mitchell

Before payments are made:

1. ACWIB Staff will verify that contract requirements have been met.
2. ACWIB Staff will verify the completion of contract deliverables, as defined in Exhibit A, Statement of Work.
3. Certified invoices will be approved by the ACWIB Fiscal Manager and processed to Oakland PIC for payment.
4. Oakland PIC shall pay subcontractor for properly submitted invoices within thirty (30) days of receipt from ACWIB.

The term of this Agreement is for the period of: August 20, 2014 to June 30, 2015

STATEMENT OF WORK / CONTRACT PAYMENT TERMS APPROVED:

Patti Castro, AC WIB Assistant Director

Date