

**COMMUNITY BASED ORGANIZATION  
MASTER CONTRACT EXHIBIT A & B COVERSHEET**

Dept Name: SSA / WIB 320405 Vendor ID #: 27284 Board PO #: SOCSA-  
 Bus Unit: SOCSA Master Contract #: 900035 Procurement Contract #: \_\_\_\_\_ Budget Year: 2016

Acct #	Fund #	Dept #	Program #	Subclass #	Project / Grant #	Amount to be Encumbered	Total Contract Amount
610341	10000	320405	32000		SSGPCP141501516	\$348,402.00	\$348,402.00

Justification if partial encumbrance or liquidation requested: Allocation of Federal WIA funds (CFDA #s:17.258; 17.259; 17.278) for PY 15-16 is not sufficient to fully fund the Board of Supervisors approved contract level per Minute Order dated: 9/9/14

Federal Funds Waiver #: F 563-C Contract Maximum: \$348,402.00

Procurement Contract Begin Date: 7/1/15 Expire Date: 6/30/16 Period of Funding From: 7/1/15 To: 6/30/16

Department Contact: Jennifer Mitchell Telephone #: 510-259-3829 QIC Code: 50306  
Karen Obidah Telephone #: 510-267-8608 QIC Code: 20203

Contractor Name: Chabot-Las Positas Community College District

Project Name: Tri-Valley One-Stop Career Center

Contractor Address: 7600 Dublin Blvd., Third Floor

Remittance Address: Same as above ALCOLINK Vendor Address #: 25

Dublin, CA 94568 BOS Dist. #: 4

Contractor Telephone #: 925-249-9370 Fax #: 925-249-9367 E-mail (Signatory): llegaspi@clpccd.org

Contractor Contact Person: Julia Dozier E-mail (Contact): jdozier@clpccd.org

Contract Service Category: WIA GRANT PROGRAM: One-Stop Operations Estimated Units of Service: per Exhibit A description

Method of Reimbursement (Invoicing Procedures): Line-item cost reimbursement per periodic (monthly) invoice

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	\$348,402.00				
Amount of Encumbrance	\$348,402.00				
File Date	9/9/14				
File / Item #	N/A / 3				
Reason	Board approval				

Funding Source Allocation:	Federal - CFDA #: <u>See Exhibit B</u>	State	County
	\$ 348,402.00	\$	\$

The signatures below signify that the attached Exhibits A and B have been received, negotiated and finalized. The Contractor also signifies agreement with all provisions of the Master Contract.

**DEPARTMENT**

By \_\_\_\_\_  
 Signature  
Lori A. Cox  
 Print or Type Name  
 Title Agency Director Date \_\_\_\_\_

**CONTRACTOR**

By \_\_\_\_\_  
 Signature  
Lorenzo Legaspi  
 Print or Type Name  
 Title Vice Chancellor, Business Svc Date \_\_\_\_\_

By \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Print or Type Name  
 Title \_\_\_\_\_ Date \_\_\_\_\_

**Form 110-8: Community Based Organization Master Contract Exhibit A & B Coversheet Instructions**

1. Master Contracts with community based organizations (CBO) must include an annual Form 110-8.
2. Form must be signed by the service provider/contractor and the President of the Board of Supervisors (or the agency/department head).
3. Form must be fully completed including but not limited to the following information:
  - Department name and contact person  
*To enter additional Department contact persons, hit the "Enter" key in the Department contact fields.*
  - Master Contact and Procurement Contract numbers that were assigned in the ALCOLINK Contract Module
  - Chartfield against which the funds will be encumbered
  - Justification if partial encumbrance or liquidation is requested
  - Contract maximum dollar amount
  - Contractor's name and address and (if different) remittance address and ALCOLINK address number
  - Service category
  - Method of reimbursement
  - Funding source allocations
4. To access the form:

Click on the following link:

<http://dsmain.acgov.org/docushare/dsweb/Get/Document-18561/Form%20110-8%2008.15.13.pdf> or follow the path:

*Alcweb Home > Document Center > ALCOLINK Financials > ALCOLINK Financials: Forms and Templates > Accounts Payable: Forms and Templates > Form 110-8 CBO Master Contract Exhibit A & B Coversheet*

**EXHIBIT A**

**PROGRAM PERFORMANCE STANDARD**

Chabot-Las Positas Community College District hereinafter referred to as "CONTRACTOR" shall, pursuant to the provisions of this Contract and the Workforce Innovation Opportunity Act, provide One-Stop Services.

**I. PROGRAM OVERVIEW**

The Workforce Innovation Opportunity Act (WIOA) was signed into law on July 22, 2014. WIOA is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. The purposes of WIOA described in the Act include:

- Increasing access to and opportunities for the employment, education, training, and support services that individuals need, particularly those with barriers to employment.
- Supporting the alignment of workforce investment, education, and economic development systems, in support of a comprehensive, accessible, and high-quality workforce development system.
- Improving the quality and labor market relevance of workforce investment, education, and economic development efforts.
- Promoting improvement in the structure and delivery of services.
- Increasing the prosperity of workers and employers.
- Providing workforce development activities that increase employment, retention, and earnings of participants and that increase post-secondary credential attainment and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet skill requirements of employers, and enhance productivity, and competitiveness of the nation.

The Alameda County Workforce Investment Board (ACWIB) is charged with developing and maintaining a workforce development system under the WIOA in the local workforce area. The Alameda County Local Workforce Investment Area (LWIA) includes all of Alameda County outside the city of Oakland. The system is based on the "one-stop" concept where information about and access to a wide array of job training, education, and employment services is available for customers at a single community location.

Contractor, as a One-Stop Operator, will provide programs and services within a sector framework via a streamlined service system, empowering individuals through information and access to training resources, providing universal access to core services, and coordinating with the ACWIB Employers Services HUB (ESH) to meet the needs of

employers and the Youth Services Providers to improve services to youth. Contractor will provide services as directed by the ACWIB for discretionary grants.

Services shall be targeted to Alameda County residents (excluding the City of Oakland).

## **II. CONTRACTOR OBLIGATIONS:**

### **A. PROGRAM OPERATIONS**

1. **Staffing** - Contractor will maintain sufficient and appropriate staffing levels to ensure the provisions of all required services under this contract. Contractor will provide ACWIB with a current staff roster, job descriptions, and organizational chart. Positions will match those listed in Exhibit B, Staff Salaries Worksheet, unless required positions are provided by a One-Stop Partner(s).
  - a. Contractor ensures that all staff is provided periodic training to ensure that staff assignments are clear, and that WIOA/ACWIB mandates and goals are incorporated into One-Stop operations.
  - b. Contractor ensures that appropriate staff will attend mandatory meetings and training. Training and meeting attendance will be monitored by the ACWIB. At a minimum, Contractor will attend:
    - Alameda County Workforce Investment Board Meetings
    - Program Operators Meetings
    - ACWIB Committee Meetings
    - EASTBAY Works Meetings
    - Management Information Systems (MIS) Training
    - Other meetings/training as directed

**Contractor is encouraged to host quarterly partner meetings.**

2. **Policies and Procedures** – Contractor will adhere to ACWIB Action Bulletins that serve to notify One-Stop Operators of new or amended State, Federal, or local regulations. All current Action Bulletins can be found on the ACWIB website. The following are policies and procedures of particular importance to One-Stop Operations:
  - a. Contractor will maintain policies and procedures to ensure non-discrimination on the grounds of race, color, national origin, religion, age, sex, disability, marital status, political affiliation or belief. Contractor will prominently display “Equal Opportunity is the Law” posters that explain this policy.
  - b. Contractor will either develop its own policies and procedures for dealing with grievances and complaints from participants, or it will adopt the policies developed by the ACWIB.
  - c. Contractor will utilize the ACWIB or EASTBAY Works (EBW) translation of the above policies and procedures into other languages and formats to meet the needs of its non/limited-English-speaking and disabled participants.
  - d. Contractor will adhere to the Alameda County WIB Policy on the Priority of Service to Veterans and Spouses of Certain Veterans.

- e. Contractor will ensure that its physical site is compliant with the Americans with Disabilities Act (ADA) requirements as demonstrated by certification from the Department of Rehabilitation.
  - f. Contractor will report the use of ADA equipment/resources with EBW online bar code tracking.
  - g. Contractor will use the CalJOBS system in conjunction with the EBW online system. CalJOBS is the system of record for the tracking of WIOA participants and employers, as well as Trade Adjustment Act (TAA) and Wagner-Peyser (W-PA). The EBW online system tracks WIOA eligibility, participant and employer registration, participation, service outcomes, and follow-up as well as resumes; job orders; assessments, including basic skills test scores for youth; employment plans; case notes; activities; and customer service.
  - h. **Recapture Policy** – Contractor will be subject to the Recapture Policy as approved by the ACWIB.
3. **Marketing and Outreach** – Contractor will provide sufficient marketing and outreach efforts to achieve stated job-seeker goals (See Exhibit B-4). Contractor will utilize marketing and outreach materials translated into other languages to serve its diverse ethnic client population. Marketing materials will include the phrase: “This WIOA Title 1 financially assisted program or activity is an Equal Opportunity Employer Program. Auxiliary aids and services available upon request to individuals with disabilities.”
  4. **Sub-Contracting** – Contractor will receive written approval from ACWIB staff prior to entering into any subcontract for work performed under this contract. Contractor will annually monitor the operations of any sub-contractor, and submit the results of the monitoring process in written form to ACWIB staff.
  5. **Memoranda of Understanding** – Contractor will negotiate and develop MOUs with partners to meet the needs of the local workforce or employers. Contractor will utilize EBW online to track partner services and referrals. Contractor will develop MOU with partners providing leveraged resources.
  6. **Support Services** – Contractor will utilize a written Support Services Policy that meets the guidelines outlined in the ACWIB Action Bulletin #84, effective 10/01/2012, when determining participant eligibility for supportive services, maximum payment amounts, and the duration of the services.

Contractor may provide three (3) types of supportive services to participants: 1) Transportation, 2) Safety Items/Clothing, and 3) Required Work Verifications/Documents utilizing WIOA funds as identified in the Action Bulletin Supportive Services Policy.

If the Contractor provides other types of supportive services to individuals, such as, housing assistance, child-care, medical services, post-exit services, and linkages to community services, these services must not be funded with WIOA funds. Documentation of use of non-WIOA funds will be required.

Contractor will document the need for and use of Supportive Services in the client files utilizing the forms provided under the Action Bulletin and on logs maintained by the Contractor.

**B. PROGRAM SERVICES**

1. **Location and Hours of Operation** – Contractor will list the locations and hours of operation for all WIOA services:

Name/Location:  
 Type of Site (One Stop Center, Satellite):  
 Address:  
 City, State, Zip Code:  
 Phone Number:  
 Fax Number:  
 Web Address:  
 Hours of Operation:  
 Contact Person:  
 Contact Person Phone Number:  
 Email:

2. **Units of Service** – Minimum number of enrollments and minimum number to be register

<b>Adult Enrollments</b>	<b>Dislocated Worker Enrollments</b>	<b>Minimum Number of Participants to be Enrolled</b>	<b>Core Registrations</b>	<b>Minimum Number to Be Registered</b>
<b>41</b>	<b>64</b>	<b>105</b>	<b>78</b>	<b>183</b>

3. **Industry Sectors Strategies**

Contractor will provide sector-based programs and services within a sector framework. Jobseekers will receive relevant certificates, degrees and appropriate services to meet the needs of the assigned priority industry sectors. Sector-based strategies must result in industry-recognized certificates or credentials. The ACWIB priority industry sectors are:

- Health Care
- Engineering (Professional, Scientific and Technical Occupations)
- Advanced Manufacturing (Priority subsector bio-manufacturing)
- Transportation and Logistics
- Information/Communication Technology
- Construction
- Energy
- Bioscience

Contractor is assigned the following sectors:

<b>Engineering</b>	<b>Energy</b>
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4. **Adult and Dislocated Worker Services** – The service delivery system for the WIOA Title I Adult and Dislocated Worker programs is a tiered approach, requiring progressive service level eligibility verification. When a job seeker is unable to obtain or retain employment leading to self-sufficiency at one service level, and requires additional staff assistance through another service level, documentation of specific eligibility criteria is required for enrollment into the service.

The service levels are: **Core Self-Directed Services, Core Staff-Assisted Services, Intensive Services, and Training Services.**

- a. **Core Self-Directed Services** – The Contractor will provide universal services for all job, training, and education seekers. Utilization of these services will be tracked through the EBW online system. Customer satisfaction surveys will be collected from universal service consumers to enable continuous quality improvement at the Center.

The following universal, core services will be available at the One-Stop Center:

- WIOA Eligibility Determination
- Outreach and Marketing Information
- Orientation to WIOA Services
- Intake for Target Programs
- Initial Assessment (skills, aptitudes, abilities, supportive service needs)
- Job Vacancy Information, Job Search/Placement Assistance
- Occupational Skills Information
- Labor Market Information – Local In-Demand Occupations and Required Skills/Earnings Info
- Information on Eligible Training Providers – cost, and placement success
- Local Area Performance
- Information of Availability of Supportive Services
- Unemployment Insurance and Claims Filing Information
- Unemployment Compensation Disability Filing Information
- Information & Assistance on Establishing Eligibility for Programs of Financial Aid, e.g. TANF
- Information about Follow-Up Services
- Youth Services – Information, Assistance, & Referral
- Internet Browsing – Job, Information, & Training Searches
- Internet Accounts – Career Kit, Personnel Kit
- Initial Development of Individual Employment Plan
- Talent Referrals – e.g., “Talent Scouts,” Labor Exchange Referrals of Resumes without Further Screening

b. **Core Staff-Assisted Services** – When job seekers are unable to obtain or retain employment through Core Self-Directed Services, they may be eligible for industry sector focused Core Staff-Assisted services. Completion of “Steps-To-Success” as verified by OSCC staff is required for enrollment to Staff-Assisted Services. Designated Center staff will verify the participant’s eligibility for WIOA services and complete the EBW online enrollment screen.

- Participant must be enrolled in Staff-Assisted Services
- Job Search & Placement Assistance
- Career Counseling if appropriate.
- Staff-Assisted Job Referrals
- Staff-Assisted Job Development
- Staff-Assisted Job Clubs & Workshops
- Resume Refinement
- Follow-up Services- post placement follow-up services for 12 months after the first day of employment of enrolled Intensive service participants.

(i) Core staff-assisted services will be provided for a maximum of 90 days. The OSCC staff will make the determination of whether to transition the participant to Intensive Services based on need. If not, the participant will automatically exit WIOA services and no additional service will be required.

(ii) Contractor will administer Client Satisfaction Surveys.

c. **Intensive Services** – Industry sector focused Intensive Services are available to adults and dislocated workers unable to obtain or retain employment through Core Staff-Assisted Services. Individuals may also be eligible who, though employed, are unable to obtain or retain employment that leads to self-sufficiency. Applicants must be referred by Staff who has determined that Intensive Services are necessary for the client to obtain or maintain employment. **Participants enrolled in intensive services must have a resume in the EBW online system.**

- Participants must be registered to participate in Intensive Services.
- Comprehensive & specialized assessment of skill and service needs;
  - Diagnostic testing
  - In-depth interviewing and evaluation to identify employment barriers
- Administer WorkKeys and/or KeyTrain
- Full Development of Individual Employment Plan (IEP)
- Group Counseling
- Individual Counseling & Career Planning
- Case Management
- Short-term prevocational services (learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills,



and professional conduct) to prepare individuals for unsubsidized employment or training.

- Follow-up Services, including counseling after entering employment. Contractor will be responsible for providing post-placement follow-up services for 12 months after the first day of employment of eligible participants.
- Job-seeker must receive an active service minimally once every 90 days. Contractor will utilize appropriate exit strategies for participants.
- Staff will use EBW online client tracking system to document client progress and case notes.
- Administer Client Satisfaction Surveys

d. **Training Services** – Adults and Dislocated Workers unable to obtain and retain employment through Intensive Services may participate in priority industry sector focused training services following a staff evaluation and referral. **Eligibility includes:**

- Applicant has met eligibility requirements for Intensive Services.
- Applicant is unable to obtain or retain employment through Intensive Services, including interview, evaluation or assessment, and case management.
- Applicant is assessed to have the skills and qualifications to successfully participate in the selected program of training services.
- Applicant is not eligible for other grant assistance for training services.
- Applicant has identified training in a demand occupation per labor market information.
- Training program is in agreement with the applicant's comprehensive assessment and Individual Employment Plan.
- Applicant has completed a performance appraisal of the training vendor, submitted two budgets, and visited the training site/school.
- Training must be on the Eligible Training Provider List (ETPL) and lead to an industry recognized certificate or credential.

OSCC staff responsible for recommending Training Services shall determine and document in the case file that the applicant is not eligible for, or has exhausted other training funds, such as Welfare-to-Work, State-funded training funds, and/or Federal Pell Grants, or that other training funds available are not sufficient to cover the WIOA Training Services available to the WIOA participants. WIOA funding for training is limited to participants who are unable to obtain grant assistance from other sources.

Contractor will monitor and document the Applicant's **training and enrollment process** including, but not limited to, the following:

#### **Individual Training Account (ITA)**

- Fill out the application and submit to the Oakland Private Industry Council (OPIC).
- Prepare contract with the vendor; obtain signed contract from vendor.
- Secure copy of vendor's refund policy for early termination of client from the training program.
- Determine Start Date.
- Collect client's attendance performance from the vendor; determine any early termination and potential for return of WIOA funds.
- Maintain contact with participants to ensure service is provided minimally every 90 days.
- Document appropriate exit strategies for participants.
- Maintain copies of certificates of completion or diplomas received in participant files.
- EBW online tracking of client progress.
- Administer Client Satisfaction Surveys.
- Provide Follow-Up Services.

**On the Job Training (OJT)**

- Contractor will match jobseekers with employers interested in OJT contracts.
- Contractor will coordinate with the ESH to initiate OJT contracts for jobseekers with employers.
- Contractor will develop and monitor OJT contracts.
- The ESH is primarily responsible for marketing OJTs to potential employers.
- The ESH will provide the Contractor with employers interested in developing OJT contract.

e. **Training Services Characteristics** – Training services shall be in a priority industry sector. Training shall maximize consumer choice in the selection of an eligible provider. Training services may include:

- Occupational Skills Training.
- On-the-Job Training.
- Programs that combine workplace training with related instruction – cooperative education programs.
- Private Sector Training Programs.
- Skill Upgrading & Retraining.
- Cohort and/or certificated training opportunities delivered through a broader range of community colleges or WIB's within the region and the university extension programs.
- Entrepreneurial Training.
- Job Readiness Training.
- Adult Education and Literacy Activities in combination with Training.
- Customized Training.

5. Contractor will engage in activities to support the workforce development needs of job-seekers and employers to achieve program goals and performance outcomes as directed by the ACWIB for the following:

1. Employer Services HUB/ACWIB Business Services;
2. Rapid Response;
3. Discretionary Grants;
4. ACWIB Youth Services Providers; and
5. EASTBAY Works

**C. STRATEGY AND WORKPLAN**

Contractor will submit the following:

**1. Outreach and Service Plan:**

Contractor will submit a service plan that ensures equitable access to services in the geographical region of the One Stop Career Center. The plan will include but is not limited to:

- a. Name/address of community access points
- b. Services that will be provided
- c. Day/time services will be provided.

**3. Industry Sector Strategies:**

Contractor will submit a calendar of services monthly to the ACWIB Liaison. List and describe sector-based programs and services to be provided in the program year. Include the plan to recruit jobseekers for your specified industry.

- a.
- b.
- c.
- d.

**4. Partners:**

List all partner agencies. If the partner is providing a leveraged resource a MOU must be on file.

- a.
- b.
- c.
- d.

**5. Connection to the Community-** Contractor will provide services to special populations. Describe how the center will target and provide services to the following populations:

- a. Long-term unemployed
- b. Veterans
- c. Ex-offenders
- d. CalWORKS
- e. Disabled

Include any other populations the Contractor will target.

**6. Staffing -** Provide an Organizational Chart, Staff Roster with Names, Job Titles, Email and Phone Numbers or list them below. Also include Job Descriptions for all positions identified in Exhibit B1.

### III. PERFORMANCE GOALS

Contractor agrees to implement the goals detailed in Exhibits A and B. Contractor is responsible for industry sector focused performance goals.

**Contract Period:** 7/01/15 – 6/30/16

<b>Enrollments</b>	<b>Adult</b>	<b>Dislocated Workers</b>
Intensive Enrollments – by 6/30/16	<b>41</b>	<b>64</b>

<b>Common Measures</b>	<b>Adult</b>	<b>Dislocated Workers</b>
Entered Employment from Intensive	<b>75.5 / 31</b>	<b>78% / 50</b>
Average Earnings	<b>\$15,900</b>	<b>\$19,500</b>
Retention Rate	<b>81.8%</b>	<b>87%</b>

<b>Local Performance Measures</b>	<b>Adult</b>	<b>Dislocated Workers</b>
Training Set-Aside/Percentage to be expended	<b>\$19,697 / 100%</b>	<b>\$33,747 / 100%</b>
Percentage of training in assigned industry sector	<b>60%</b>	<b>60%</b>
Minimum number of On the Job Training (OJT) placements in the assigned industry sectors	<b>2</b>	<b>2</b>
Percentage of OJT goal in the assigned industry sectors	<b>60%</b>	<b>60%</b>
Percentage of participants employed as a result of training in and industry sector	<b>60%</b>	<b>60%</b>
Percentage of placements in assigned industry sectors	<b>35%</b>	<b>35%</b>

Other training provided by Contractor must be in any of the non-assigned priority industry sectors (Section B.3.).

The training set-aside is not included in the allocation of funds to the Contractor. The Contractor is expected to expend 100% of the training set-aside.

The Contractor will be responsible for performance goals as defined by any discretionary funds program deliverables if applicable. Performance goals are based on a minimum number of participants to be served. Achievement of State and local performance goals will be evaluated by the Alameda County Workforce Investment Board:

1. Through the Contract Performance Indicator Reports compiled monthly that are based on Actual exit outcomes reported by the program providers via MIS forms.

2. Through the Performance Reports by Grant compiled annually that are based on the State calculations from the base wage file records.
3. Through reports generated by CalJOBS, EastBay Works and other data management systems.

The State allows for annual Performance Goal negotiations with the Local Workforce Investment Areas. Contractor is responsible for meeting the performance goals from the prior funding allocation period until the negotiations are complete. Any updated performance goals will be disseminated to the Contractor. Contractor is responsible for meeting any updated Performance Goals.

## **VI. PROVISIONS AND REMEDIES FOR FAILURE TO MEET PERFORMANCE STANDARD**

- A. Contractor agrees to meet the monthly contracted level of service and the specified performance standards unless there are circumstances beyond the Contractor's control such as natural disasters, fire, theft, unanticipated increases in inflation, and shortages of necessary supplies or materials due to labor disputes or other causes.

Contractor's performance will be analyzed on a quarterly basis. For each quarter the Contractor's performance falls below 80% of plan, Contractor will submit an analysis of the causes for poor performance and appropriate corrective actions to be taken with specified timeframes. WIB staff will meet with the Contractor to explore corrective measures, e.g., technical assistance from WIB staff, capacity building/training, etc. If the Contractor does not carry out the required corrective action within the time frame, sanctions may be applied as described in the sanction policy.

If the problem continues for two consecutive quarters, WIB staff will inform the Workforce Systems Committee and the Workforce Investment Board.

### **B. Sanction Policy**

Contractor acknowledges that failure to meet refunding criteria performance goals established by the Workforce Investment Board, and failure to implement successful corrective action plans will result in loss of the contract in the subsequent program year.

## **V. FISCAL COMPLIANCE**

- A. **Costs for Administrative Functions.** Non-WIOA resources will cover all administrative functions relative to WIOA expenditures; administrative costs will be identified and tracked by the Contractor.
- B. **Tracking of Service Costs.** Contractor will track, report, and invoice expenditures for the delivery of: Core-A Self-Directed (universal); Core-B Staff Assisted; intensive; training services, as defined by WIOA & WIB; and, other costs of One-

Stop operation as “other services” per the invoice form provided by ACWIB. In addition, Contractor will track and report required Cash Match expenditures, including the source of the cash match, at least quarterly, on the Cash Match Reporting form provided by ACWIB.

**C. Submission of Invoices**

Contractor will submit expenditure information and an invoice on a monthly basis adhering to one of the following two options:

1. **Option One – (Preferred Option)** Contractor will submit an invoice by the **15<sup>th</sup> working day of the month** following the close of each month for all expenditures incurred under this contract for the prior month.
  
2. **Option Two**
  - a.) Contractor will submit **an *estimate of expenditures***, via e-mail, by the 15<sup>th</sup> working day of the month, following the close of each month for all expenditures incurred under this contract for the prior month, AND
  - b.) Contractor will submit an **invoice** by the **15<sup>th</sup> working day of the second month** following the close of the month for all expenditures incurred under this contract for that month. (Option 2 is offered to those contractors whose fiscal agent has difficulty in generating and submitting a timely monthly invoice). The expenditure and accrual estimates will be tracked and reported by the Contractor. The ACWIB Financial Manager will provide tools and technical assistance to the Contractor to develop a tracking/reporting process, if requested.

**EXHIBIT A-1**

**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 priority of services 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. PERFORMANCE STANDARDS**

1. All participants eligible for services/assistance under this agreement shall be exited no later than September 25, 2015. Services plans that include training activities must be planned with a completion of training outcomes that allows for appropriate job placement services and outcomes on or before the end of the grant period.
2. Chabot/Las Positas Community College District will continue to provide follow up services to all exited participants of this grant.
3. Chabot/Las Positas Community College District will enroll a minimum of 15 new participants.
4. Chabot/Las Positas Community College District will be required to place 15 veterans interns with an employer for 10 weeks.
5. Supportive Services will include: Transportation; Clothing/Work Clothes; Documentation; and referrals to Crisis Support Services. Supportive services will be capped at \$1500.
6. The project also provides mental health and stress counseling services via Crisis Support Services.

**III. ELIGIBLE PARTICIPANTS**

**DISLOCATED WORKERS:** Former workers of Kimball Electronics, Fireside Bank, Bemis Company Inc., Staples, Alta Bates Summit Medical Center, Comcast, Lawrence Livermore National Laboratory, Hostess, and U.S Department of Treasury; **Newly added Novartis Group.**

The program would be run similarly to the Formula Dislocated Workers Program with the following exceptions:

1. The residency policy for the dislocated worker formula funds **does not** apply to this grant.
2. You may use the *exception* to the Steps to Success referral process.

**VETERANS:** served by this project must be recently separated from the military within the last 48 months prior to application and received a DD214 for conditions other than dishonorable. The 25 Percent eligibility guidelines that are most applicable to the recently separated Veterans are as follows:

- Has been terminated/discharged from their military service, AND
- Is eligible for or has exhausted entitlement to unemployment compensation, AND
- Is unlikely to return to previous industry or occupation.

Veterans who have served at least 90 days of active duty service after September 11, 2001 and received an honorable discharge will qualify as a Post-9/11 era veteran. All Post-9/11 era veterans should have a Gold Card or shall be aware of the Gold Card services as outlined in EDD Workforce Services Information Notice 11-16, dated November 29, 2011

Veteran’s services must be conducted in accordance with the Veterans Priority Provisions of the “Jobs for Veterans Act.” Public Law (PL) 107-288. The Training and Employment Guidance Letter 5-03 provides you with general guidance regarding the implementation of the Veterans’ priority and how this priority will affect current business practices.

**IV. PERFORMANCE GOALS**

Statewide Performance Measurements		
Dislocated Worker	Entered Employment Rate	65%
Dislocated Worker	Employment Retention Rate	83%
Dislocated Worker	Replacement Rate	\$15,900

**V. BUDGET**

The total grant amount: \$20,000  
 Internship Training Set-Aside minimum \$90,000 / 15 participants  
 Supportive services pool \$9,000



GRANT SOURCE / LINE ITEM BUDGET / QUARTERLY PLAN -- PY 15/16

Contractor: Chabot-Las Positas Community College District  
 Activities: One Stop Career Center Operations

Contract Period:  
7/01/15 - 6/30/16

A. SOURCE of FUNDS for CONTRACT		CFDA Numbers	Funding Award																
1.	WIA - Adult Programs	17.258	\$124,793																
2.	WIA - Dislocated Workers	17.278	\$203,609																
3.	WIA - Multi-Sector Partnership (MSG)	17.278	\$20,000																
4.																			
5.																			
6.																			
7.	<b>ALLOCATION for CONTRACT PERIOD</b>		<b>\$348,402</b>																
B. LINE ITEMS for COST REIMBURSEMENT		ADULT CFDA: 17.258	DIS. WRKR. CFDA: 17.278	TOTAL EACH LINE ITEM															
1.	Staff Salaries / see Staff Salaries Worksheet	\$0	\$0	\$0															
2.	Staff Fringe Benefits			\$0															
3.	Staff Travel			\$0															
4.	Staff Training / Conferences			\$0															
5.	Facilities Operations (Rent-utilities/ phone-mailing/ etc.)			\$0															
6.	Office / Operations - Supplies, Equipment, Computers			\$0															
* 7.	* Office / Operations - Single item cost of \$5,000 or more:																		
8.	Supportive Services / see Staff Salaries Worksheet			\$0															
9.	Consultant Sub-contract / see Staff Salaries Worksheet			\$0															
10.	Occupational Training / OJT & IR's																		
11.	Insurance, Bonding, Audit Costs																		
12.	DBS <i>MSG</i>			\$20,000															
13.																			
14.																			
15.	<b>TOTAL COST REIMBURSEMENT</b>	<b>\$0</b>	<b>\$0</b>	<b>\$20,000</b>															
C. EXPENDITURE PLAN (cumulative for 4 Quarters)																			
1.	1st Quarter / July - September 2015	\$0	\$0	\$0															
2.	2nd Quarter / October - December 2015	\$0	\$0	\$0															
3.	3rd Quarter / January - March 2016	\$0	\$0	\$0															
4.	4th Quarter / April - June 2016	\$0	\$0	\$0															
* 7. - REQUIRES prior written approval from Alameda County WIB.																			
<table border="1"> <tr> <td>Adults</td> <td>124,793.00</td> <td>Adults</td> <td>38.00%</td> </tr> <tr> <td>DWs</td> <td>203,609.00</td> <td>DWs</td> <td>62.00%</td> </tr> <tr> <td>CLPCCD</td> <td>328,402.00</td> <td></td> <td></td> </tr> </table>		Adults	124,793.00	Adults	38.00%	DWs	203,609.00	DWs	62.00%	CLPCCD	328,402.00			<table border="1"> <tr> <td><b>WIB Review</b></td> <td><b>Date</b></td> </tr> <tr> <td></td> <td></td> </tr> </table>		<b>WIB Review</b>	<b>Date</b>		
Adults	124,793.00	Adults	38.00%																
DWs	203,609.00	DWs	62.00%																
CLPCCD	328,402.00																		
<b>WIB Review</b>	<b>Date</b>																		
				100.00%															

100.00%

**Exhibit B-1**

**WORKFORCE INVESTMENT ACT (WIA) Grants**

**STAFF SALARY WORKSHEET**

Contractor: Chabot-Las Positas Community College District

Contract Period: 7/1/15 - 6/30/16

Activities: One Stop Career Center Operations

A. STAFF POSITION or JOB TITLE	FTE * Monthly or Hourly Salary	Personnel Calculations		Personnel Cost Allocations	
		% FTE of Total Hrs	TOTAL SALARY **	Adult Programs CFDA 17.258	Dislocated Workers CFDA 17.278
1. Program Manager		100%	\$0	\$0	\$0
2. Case Manager		100%	\$0	\$0	\$0
3. Case Manager		100%	\$0	\$0	\$0
4. Administrative Assistant/Receptionist		100%	\$0	\$0	\$0
5. Job Developer		100%	\$0	\$0	\$0
6. Enrollment Specialist/Fiscal Assistant		75%	\$0	\$0	\$0
7.				\$0	\$0
8.				\$0	\$0
9.				\$0	\$0
10.				\$0	\$0
11.				\$0	\$0
12.				\$0	\$0
13.				\$0	\$0
<b>TOTAL-Salaries:</b>			<b>\$0</b>	<b>\$0.00</b>	<b>\$0.00</b>
#DIV/0!					
<b>B. CONSULTANTS / Sub-Contracts</b>				<b>Adults / 17.258</b>	<b>DisiWrkrs / 17.278</b>
14.					
15.					
16.					
17.				<b>\$0.00</b>	<b>\$0.00</b>

\* Hourly rate paid, monthly salary for a full-time equivalent (FTE) position, or basis for consultant contract. Do NOT include benefits.

\*\* The contract cost is the amount of salary / wages (do NOT include fringe benefits) covered by funds in this contract.

NOTE: Salary allocations to cost categories may have been rounded to the nearest whole dollar.

7/10/15 8:17 AM
drh 5-31-12
WIB Review:
Date:

**Exhibit B-2**

**EXPENDITURE PLAN**

WIA Adult/Dislocated Worker Formula Funds

Contractor: **Chabot-Las Positas Community College District**

EXPENDITURES FOR PY 15/16	2015											
	JULY	AUG	SEP	OCT	NOV	DEC						
Projected Adult Expenditures	\$0	\$0	\$0	\$0	\$0	\$0						
Projected Dislocated Workers Expenditures	\$0	\$0	\$0	\$0	\$0	\$0						
Total Projected Cumulative Expenditures	\$0	\$0	\$0	\$0	\$0	\$0						
Total Projected Expenditures by Month	\$0	\$0	\$0	\$0	\$0	\$0						

EXPENDITURES FOR PY 15/16	2016					
	JAN	FEB	MAR	APR	MAY	JUN
Projected Adult Expenditures	\$0	\$0	\$0	\$0	\$0	\$0
Projected Dislocated Workers Expenditures	\$0	\$0	\$0	\$0	\$0	\$0
Total Projected Cumulative Expenditures	\$0	\$0	\$0	\$0	\$0	\$0
Total Projected Expenditures by Month	\$0	\$0	\$0	\$0	\$0	\$0

Projected expenditures are cumulative -- July 1 thru June 30.

WIB policy directs staff to assess expenditures and make recommendations for recapture of WIA funds.

Exhibit B-3

PERFORMANCE PLAN

WIA Adult/Dislocated Worker Formula Funds

Contractor: Chabot-Las Positas Community College District

REGISTERED PARTICIPANTS		2015													
		JULY	AUG	SEP	OCT	NOV	DEC								
<b>FUNDING ALLOCATION PERIOD 2015/2016</b>															
<b>NEW ENROLLMENTS - ADULTS</b>		0	0	0	0	0	0	0	0	0	0	0	0	0	0
Staff-Assisted New Registered Adults															
Intensive New Registered Adults															
Managed Adult Exits															
<b>NEW ENROLLMENTS - DWs</b>		0	0	0	0	0	0	0	0	0	0	0	0	0	0
Staff-Assisted New Registered Dislocated Workers															
Intensive New Registered Dislocated Workers															
Managed Dislocated Worker Exits															
		<b>2016</b>													
<b>NEW ENROLLMENTS - ADULTS</b>		0													
Staff-Assisted New Registered Adults															
Intensive New Registered Adults															
Managed Adult Exits															
<b>NEW ENROLLMENTS - DWs</b>		0	0	0	0	0	0	0	0	0	0	0	0	0	0
Staff-Assisted New Registered Dislocated Workers															
Intensive New Registered Dislocated Workers															
Managed Dislocated Worker Exits															
<p>TOTAL NEW ENROLLMENTS will be a non-duplicative count of WIA enrolled individuals</p> <p>The Performance Plan is developed with each month including the performance of the previous months.</p>															
<b>50% Enrollment by December</b>												<b>75% Enrollment by March</b>		<b>100% Enrollment by June</b>	
												0		0	

**Exhibit B-4**

Alameda County Workforce Investment Board - WIB/320405 <b>MONTHLY REPORT of FINANCIAL ACTIVITY</b> <b>WIA GRANTS - ONE-STOP CAREER CENTER</b>				<b>INVOICE NUMBER:</b> xxxxx - 0715	
				<b>BOARD P.O. NUMBER.:</b> SOCSA - xxxxx	
Contact Person	-----			<b>VENDOR ID / LOCATION #:</b> 00000 / Loc: 1	
Contractor	-----				
Street Address	-----			<b>CONTRACT PERIOD:</b> 7/01/15 to 6/30/16	
City, Zip Code	-----				
Contact Phone / FAX	-----				
Fiscal contact email:	-----				
IRS IDENTIFICATION NO:			MASTER CONTRACT #:		
<b>REPORT MONTH: July 2015</b>			<b>ONE-STOP:</b>		
<b>ACTUAL and ACCRUED EXPENDITURES / BY COST CATEGORY - WIA ACTIVITY</b>					
Federal CFDA #	17.258	17.278	REPORT MONTH	FOR WIB USE-ONLY	YEAR-to DATE (YTD)
Costs Claimed / Earned	ADULTS	DISL WRKR's			
<b>1. TOTAL CLAIMED</b>	-	-	-		-
<b>2. Cash Expenditures</b>			-		-
<b>3. Accrued Expenditures</b>					
<b>Allocation to Cost Categories:</b>	-	-	-		-
A. Core A - Self Services	-	-	-		-
B. Core B - Staff-assisted	-	-	-		-
C. Intensive Services	-	-	-		-
D. MSG	-	-	-		-
E. Other					
<b>APPROVED BUDGET</b>					\$0.00
Alameda County Accounting	Account 610341	Fund 10000	Dept 320405	Program 32000	Project-Grant SSGPCP141501516
Total Contract Amount:					0.00
1. Cash Disbursed / Earned-Year-To-Date . . . . . -					
2. Cash Received -- Year-To-Date Total . . . . . -					
3. Available Cash (line 2 minus line 1) . . . . . <b>\$0.00</b>					
4. Cash Requested by this Invoice . . . . . -					
<b>Comments:</b> Cost Category: Sum of A. thru E. must equal 1. TOTAL CLAIMED					
<b>CERTIFICATION:</b> I certify that, to the best of my knowledge and belief, this report is true in all respects, and that all disbursements have been made for the purposes of, and within all conditions of, the contract.					
NAME / TITLE		AUTHORIZED SIGNATURE			DATE
jm 6-11-14					
7/10/2015 8:17					

**EXHIBIT C**

**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
<b>A</b>	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B</b>	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
<b>D</b>	<b>Employee Dishonesty and Crime (ED)</b> Required only if a significant amount of funding is advanced to contractor. (C) Required only if contract keeps significant sums of money at premises	\$1,000,000 per occurrence or (ED) Minimum of 75% of the Funding (C) Minimum daily amount kept on premises
<b>E</b>	<p><b>Endorsements and Conditions:</b></p> <ol style="list-style-type: none"> <li><b>ADDITIONAL INSURED:</b> General Liability and Automobile Liability Insurance Policies shall provide an additional insurance endorsement page that names as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers. Employee Dishonesty and Crime Insurance Policy shall be endorsed to name as Loss Payee (as interest may arise): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers.</li> <li><b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li><b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li><b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li><b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall maintain separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.</li> <li><b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:             <ul style="list-style-type: none"> <li>– Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies.</li> <li>– Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.</li> </ul> </li> <li><b>CANCELLATION OF INSURANCE:</b> All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.</li> <li><b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance page(s), in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to:             <p align="center">- Alameda County WIB – Fiscal, 24100 Amador St. 6<sup>th</sup> Flr., Hayward CA 94544-1203</p> </li> </ol>	

## EXHIBIT D AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 and Board policy, the County has the responsibility to determine whether organizations receiving funds through the County have spent them in accordance with applicable laws, regulations, contract terms, and grant agreements.

The County discharges this responsibility by reviewing audit reports submitted by contractors and through other monitoring procedures.

### I. **AUDIT REQUIREMENTS**

#### A. **Funds from Federal Sources:**

1. Nonfederal entities which are determined to be subrecipients by the supervising department according to § \_\_.210 of OMB Circular No. A-133 and which expend annual Federal awards in the amount specified in § \_\_.200 (b) of OMB Circular No. A-133 are required to have a single audit in accordance with § \_\_.500 of OMB Circular No. A-133.
2. When a nonfederal entity expends annual Federal awards in the amount specified in § \_\_.200 (a) of OMB Circular No. A-133 under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit, the nonfederal entity may elect to have a program-specific audit conducted in accordance with § \_\_.235 of OMB Circular No. A-133.
3. Nonfederal entities which expend annual Federal awards in the amount specified in § \_\_.200 (d) of OMB Circular No. A-133 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with § \_\_.230 (b) (2) of OMB Circular No. A-133.

#### B. **Funds from All Sources:**

Nonfederal entities which expend annual funds from any source (Federal, State, County, etc.) through the County in an amount of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Government Auditing Standards covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.

Nonfederal entities that are required to have or choose to do a single audit in accordance with OMB Circular No. A-133 are not required to have a financial audit in the same year. However, nonfederal entities that are required to have a financial audit may also be required to have a limited-scope audit in the same year.

**C. General Requirements for All Audits:**

1. All audits must be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United State (GAGAS), which are applicable to financial audits.
2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policy.
3. Audit reports must identify each County program covered in the audit by contract number, contract amount and contract period. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, these requirements must prevail over those described hereinbefore.

**II. AUDIT REPORTS**

At least two copies of the audit report package, including all attachments and any management letter with its corresponding response, shall be sent to the County supervising department within six months after the end of the audit year, or other time frame specified by the department. The County supervising department is responsible for forwarding a copy to the County Auditor within one week of receipt.

**III. AUDIT RESOLUTION**

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a corrective action plan to address the findings contained in the audit report. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow up on the implementation of the corrective action plan as it pertains to County programs.

**IV. ADDITIONAL AUDIT WORK**

The County, the State or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under the audit requirements listed herein.



**EXHIBIT E**

**THIS PAGE INTENTIONALLY OMITTED**

# EXHIBIT F

## COUNTY OF ALAMEDA DEBARMENT AND SUSPENSION CERTIFICATION

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, the contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space or attach an additional page.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the contracting process.

By signing this contract and Exhibit F, Debarment and Suspension Certification, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to: 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

CONTRACTOR: Chabot / Las-Positas Community College District

PRINCIPAL: Lorenzo S. Lagaspi

TITLE: Vice-Chancellor, Business Services

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Exhibit G**

**General Conditions / Special Conditions  
Workforce Innovation Opportunity Act (WIOA) /**

- I. **WORKFORCE INVESTMENT BOARD (WIB) CONTRACT STIPULATIONS & COMPLIANCE**
- A. **Designated Liaison to Contractor.** The Workforce Investment Board (WIB) Department Liaison designated by the County shall be the primary WIOA representative to Contractor.
  - B. **Memorandums of Understanding.** Memorandums of Understanding (MOUs) with required partners will be kept current and submitted to the Program Liaison. Maintenance of current MOUs is an element of contract compliance.
  - C. **Required Attendance.** Contractor will ensure that appropriate staff attends required meetings of the WIB and WIB committees. Attendance enables staff to keep informed about changes and to be able to respond to questions about local programs. From time to time throughout the program year, additional trainings, in service presentations, and/or activities may arise that will require mandatory attendance of appropriate staff.
  - D. **Action and Information Bulletins.** The contractor is required to comply with all Action and Informational Bulletins promulgated by the WIB.
  - E. **Entire Agreement.** This contract and all of the exhibits attached hereto embody the entire agreement between the County and Contractor. If any provision herein is held invalid by a court of competent jurisdiction, it shall be considered deleted here from, and shall not invalidate the remaining provisions.
  - F. **Prior Approval of County Required.** Contractor/subcontractor must obtain prior written approval from the County for: each subcontract for consultant, professional or program services; the rental, lease or lease/purchase of equipment; the purchase of any equipment item with a cost of \$5,000 or more; and/or, the rental of office space or property; to be entered into in connection with the performance of this contract.
  - G. **Legal Remedies Not Limited.** Any remedies specifically mentioned in this contract shall not be construed as limiting the County to such remedies, and the County shall be entitled to pursue any and all legal remedies available to it.
  - H. **Termination by Contractor.** If Contractor terminates this contract because it is unwilling or unable to comply with any additional conditions imposed by the County as may lawfully be imposed to assure performance of this contract, or to comply with federal, state or local laws or regulations, the County may require Contractor to ensure that adequate arrangements have been made for the transfer of Contractor's activities, as directed by the County, and to the County's satisfaction. Notwithstanding the above, Contractor shall not

be relieved of liability to the County for injuries, expenses, losses, claims or damages sustained by the County by virtue of any breach of this contract by Contractor or its employees, participants or agents.

Upon termination, the disposition of unexpended funds and property or non-consumable equipment shall be subject to the County's directions. At the time of the termination of this contract, any finished or unfinished documents, data, records, studies or reports purchased or prepared by Contractor under this contract shall remain the property of the County or be disposed of subject to the County's direction.

- I. **Independence of Contractor.** Contractor shall at all times be deemed an independent contractor and shall be wholly responsible for the terms of this contract. Contractor assumes exclusively the responsibility for the acts of its employees, agents, volunteers or program participants as they relate to the services to be performed during the course and scope of their employment or agency. Contractor shall indemnify, hold harmless and defend the County to the maximum extent permitted by law from and against all liability for injuries, damages, claims, losses and expenses, including attorneys' fees and cost of suit, caused by any act or omission of Contractor, Contractor's employees, volunteers, agents or program participants, or anyone who acts for any of them; any subcontractor or materialman and anyone directly or indirectly employed by them; or anyone for whose acts any of them may be liable.
- J. **Adherence to Contract Specifications and Standards.** Contractor must adhere to WIB's performance standards, service levels and cost guidelines specified in Exhibits A and B of this contract.
- K. **Termination by County.** Termination for Cause -- If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause -- County shall have the right to terminate this Agreement without cause at any time upon giving at least 30 days written notice prior to the effective date of such termination.

Termination By Mutual Agreement -- County and Contractor may otherwise agree in writing to terminate this Agreement in a manner consistent with mutually agreed upon specific terms and conditions. Any such termination shall occur with at least 30 days notice, and shall require review, and possible action to terminate, by the Alameda County Workforce Investment Board. This shall include review of the basis for any settlement.

- L. **Program Changes.** Any significant program changes imposed to this contract shall be reviewed by the Alameda County Workforce Investment Board, including the rationale for changes, the estimated impact on the program, and the opportunity for the contractor and/or subcontractors to provide comment to the Alameda County Workforce Investment Board.
- M. **Organizational Changes.** All recipients of WIOA funds must submit changes to their organizational information on the agency's official letterhead stationery, and must be signed by the appropriate elected official, chief administrator or chief executive officer. Changes include any change in the official name of the organization, or change in those with signatory authority, including any alternate administrators.
- N. **Side Letters.** Any changes to this contract that do not affect the total amount of the contract or time frames for performance may be accomplished through a Side Letter. This Side Letter shall be as binding on both parties as a duly constituted contract.

## II. CERTIFICATIONS AND ASSURANCES

- A. **Debarment Certification.** In signing the contract, Contractor certifies that neither the Contractor, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving Federal assistance or funding by any Federal department or agency of the United States (Reference: Executive Order 12549 and 12689 [20 CFR 667.200(d), 29 CFR Parts 95.13, 95.48 Appendix A-8 and 98.510]).
- B. **Fraud Certification.** In signing this contract, Contractor certifies that none of the Contractor's Officers has been convicted of fraud or misappropriation of funds. (Reference: State UI Code 15051(b)).
- C. **Lobbying Certification.** In signing this contract, any contractor receiving federal contracts, loans, or other cooperative agreements, certifies that neither the contractor, nor its subcontractors have paid or will pay funds to any person for lobbying purposes. Contractors receiving \$100,000 or more in federal funds are required to sign a certification of freedom from lobbying activities, as a requirement of this contract. If said contractor will pay for lobbying activities with non-federal funds, said contractor agrees to disclose these activities by signing Standard Form – LLL, disclosing lobbying activities.
- D. **Drug-Free Workplace.** In signing this contract, contractor certifies that it and its subcontractors will, or will continue to, provide a drug-free workplace.

- E. **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).
- F. **Energy Efficiency Standards.** Contractors will comply with the mandatory standards and policies related to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy Conservation Act (Public Law 96-163) – per reference at 20 CFR 97.36(i)(13).
- G. **Sweatfree Code of Conduct:** Contractors and subcontractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

Contractor agrees to cooperate fully in providing reasonable access to the contractors' records, documents, agents or employees, or premises if reasonably required by authorized officials of the state, the Department of Industrial Relations, or Department of Justice to determine the contractors' compliance with the requirements under the Sweatfree Code of Conduct.

### III. COMPLIANCE WITH WIOA AND COUNTY POLICIES

- A. **Conflict of Interest and Confidentiality Policies.** Contractor agrees to adhere to the written Conflict of Interest Policy for Contractors and the Policy on Confidentiality of Participant Records as provided by County and incorporated in the Master Contract Document. Said policies are incorporated herein by this reference, and Contractor acknowledges receipt of both policies as stated in the Master Contract.
- B. **Adherence to Current and Future Policies.** Contractor will comply with all policies and procedures, and any changes necessary, relating to the implementation of the Workforce Investment Act (WIA), the Workforce Innovation Opportunity Act (WIOA) and/or the American Recovery and Reinvestment Act of 2009 (ARRA/Recovery Act) and with changes in the federal, state, county and/or WIB regulations, policies or procedures governing the WIA, WIOA, and Recovery Act Programs.
- C. **Participant Eligibility.** The eligibility of participants shall be determined in accordance with federal and state guidelines, and the WIB shall keep Contractor informed of any changes in said guidelines.

- D. **Grievance Procedure.** Contractor shall, no later than thirty (30) days from the effective date of this contract, establish and thereafter continue to maintain grievance procedures for the processing of grievances or complaints about its programs and/or activities initiated by participants, subcontractors and other interested parties. Said grievance procedures shall be submitted to the WIB for approval within thirty (30) days of the effective date of this contract. Said grievance procedures must be in compliance with applicable regulations promulgated thereafter. Upon approval of the said grievance procedures by the WIB, the WIB will delegate the operation of the grievance procedure to the Contractor. As an alternative to establishing an internal grievance procedure, Contractor may agree that any such grievances shall be processed under the WIB Grievance Procedure. This option shall also be available to any Contractor having a pre-existing grievance procedure that is not in compliance with either the substantive or procedural requirements of the WIB Grievance Procedure.

In the absence of a written election to establish an internal grievance procedure, or utilize a pre-existing internal grievance procedure, submitted within thirty (30) days of the execution of this contract, Contractor shall be deemed to have elected to utilize the WIB Grievance Procedure. Contractor shall be responsible for advising all participants, employees and subcontractors which grievance procedure is to be utilized, and furnish copies of the same to all such interested parties at the time of enrollment, hiring, or execution of a subcontract. This requirement shall not apply to grievances initiated by any employees of Contractor relating solely to the terms and/or conditions of their employment.

Regardless of the Grievance procedure utilized, Contractor will document each incidence of complaint and/or grievance by maintaining an "Incidence Log". The log will be submitted to ACWIB as part-of the Contract Closeout for each fiscal year.

- E. **Equal Opportunity and Non-Discrimination.** Contractor and subcontractor(s) assures that he/she/they will comply with Title VII of the Civil Rights Act of 1964 and provisions of WIA Section 188 and compliance with Equal Employment Opportunity provisions in Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented by the requirements of 41 CFR Part 60, and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contract.

During the performance of this contract, Contractor and Subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, pregnancy disability and denial of family care leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 g-f, et seq.) and the applicable regulations promulgated

there under (California Code of Regulations, Title 2, and section 7285. et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract or its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

Contractor agrees to conform to nondiscrimination provisions of the WIOA and other federal nondiscrimination requirements referenced in 29 CFR, Part 37.

- a) Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this contract, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor. Distributed publications, broadcasts, and other communications, which promote WIOA programs or activities, must include the following taglines: This WIOA Title I financially assisted program or activity is an "Equal Opportunity Employer/Program." Auxiliary aids and services are available upon request to individuals with disabilities.
- b) Contractor shall, if requested to do so by the County, certify that it has not, in the performance of this contract, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
- c) If requested to do so by the County, contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- d) Contractor shall recruit vigorously and encourage minority and women-owned businesses to bid its subcontracts.
- e) Nothing contained in this contract shall be construed in any manner so as to require or permit any act, which is prohibited by law.
- f) The contractor shall include the provisions set forth in paragraphs a) through e) (above) in each of its subcontracts.



IV. USE AND ALLOCATION OF FUNDS

- A. **Funds for Relocation Disallowed.** No funds may be used to assist in relocating establishments or parts thereof, from one area to another unless the U.S. Secretary of Labor determines that such relocation will not result in an increase in unemployment in the area of original location or in any other area.
- B. **Funds for Political Activities Disallowed.** WIOA grant funds shall not be utilized for political activities, nor to assist, promote or deter union organizing.
- C. **No Monetary Inducements.** No person or organization may charge an individual a fee for the placement or referral of such individual in or to a training program under the WIOA Program. Contractor certifies and agrees that no monetary compensation of any kind will be offered or promised to induce employers to hire WIOA participants.
- D. **No Sectarian Support.** Participants shall not be employed on the construction, operation, or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place for religious worship.
- E. **Payment Conditional.** Payment of invoices by the County is conditioned upon receipt of adequate funds from the State of California. The County reserves the right to reduce the amount of consideration to be paid under this contract if it does not receive adequate funds from the State of California. Under such circumstances, a corresponding adjustment in services to be rendered by Contractor will be made by mutual agreement of the parties.

V. FISCAL MANAGEMENT

- A. **Cost Sharing – No Duplicate Payments.** Upon request, Contractor shall provide County with a statement indicating the amount, source and line item under Exhibit B of this contract in which a cost is being shared with other revenues. The County will not pay for those activities and services that are to be paid from other revenue. If any costs are to be shared between WIOA funds and revenues from any other source, whether public or private, Contractor shall submit a comprehensive cost allocation plan.
- B. **Cost Allocation Plan.** Contractor will maintain a cost allocation plan that explains the methodology used to determine costs that are shared with other revenue sources and use it as a basis for charging expenses. Additionally, contractor agrees to maintain journals, ledgers, and source documents that identify expenditures by cost category in accordance with applicable laws and regulations.
- C. **Provisional Payments.** Whether provisional payments will be provided, and in what amounts, will be within the sole discretion of the County. Contractor promises not to commingle any provisional payments provided under this contract with any other funds, which are in the possession of or vested in Contractor, or to which Contractor is entitled. Any interest earned on said provisional payments shall be treated as program income. All program income shall remain with the contractor and may be expended for program activities

under the contract until such time as no further program activities are planned by the contractor, at which time any unexpended program income will become the property of the County.

- D. **Records and Accounts.** To assure a proper accounting for all funds paid under this contract, Contractor/subcontractor shall maintain separate program statistical and fiscal records and accounts that are deemed necessary by the County, and that are in accordance with applicable state or federal regulations and directives. Contractor promises that its records and accounts will be kept in accordance with generally accepted reporting and accounting principles and procedures. All expenses must be supported by adequate documentation to establish a clear audit trail. If the Contractor is a public agency or entity, funds shall be distributed through the agency's chief fiscal officer, who shall be familiar with the applicable regulations and requirements of this contract.
- E. **Resource Sharing Agreement.** Contractor will develop a Resource Sharing Agreement between the Contractor and partners that meets the criteria established by the Alameda County Workforce Investment Board.
- F. **Audits.** All audits must be conducted in compliance with the provisions of the Single Audit Act Amendments of 1996, which requires organization-wide audits of recipients of federal funds, as described in OMB Circulars A-133, the Uniform Guidance (2CFR Part 200), and Alameda County Audit Policies as appropriate (see Exhibit D. Audit Requirements). The Audit for the year ending June 30 shall be due no later than December 31 of the same year.
- G. **Procurement Standards.** Contractor shall comply with applicable State and local laws, rules and regulations governing the procurement of supplies, equipment, and other materials and services, and with requirements established by Alameda County or the California Employment Development Department for such procurements with Contract funds. Pursuant thereto, Contractor shall:
1. Maintain a code or standard of conduct governing the activities of its officers, employees, or agents involved in procurement and prohibiting the solicitation and acceptance of gratuities, favors, or anything of monetary value from subcontractors or potential subcontractors.
  2. Conduct all procurement transactions in a manner so as to provide maximum open and free competition, and prevent conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade.
  3. Make positive efforts to utilize small business and minority-owned business sources of equipment, supplies, and services and to allow these sources the maximum possible opportunity to compete for the provision of equipment, supplies, and services procured utilizing funds under this Agreement.
  4. Utilized, for procurements over \$10,000, the method of formal advertising, with adequate purchase descriptions, sealed bids, and public openings; however, procurements may be

negotiated to accomplish sound procurement if it is impractical and unfeasible to use formal advertising, as when:

- a). the public exigency will not permit the delay incident to advertising;
- b). the material or service is available from only one person, firm, or other sole source;
- c). the procurement involves a contract for personal or professional services or any service rendered by an educational institution; or,
- d). no acceptable bids have been received after formal advertising.

Nevertheless, in all cases competition shall be obtained to the maximum extent practicable. Contractor's records of such procurements shall contain justification for subcontractor selection and any use of negotiation in lieu of formal advertising, and the basis for the cost or price negotiated. Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors.

H. **Submission of Invoices.** Contractor shall submit expenditure information and an invoice on a monthly basis adhering to one of the following two options:

1. **Option One – (Preferred Option)** Contractor will submit an invoice by the **15<sup>th</sup> working day of the month** following the close of each month for all expenditures incurred under this contract for the prior month.
2. **Option Two**
  - a.) Contractor will submit **an estimate of expenditures**, via e-mail, by the 15<sup>th</sup> working day of the month, following the close of each month for all expenditures incurred under this contract for the prior month, AND
  - b.) Contractor will submit an **invoice** by the **15<sup>th</sup> working day of the second month** following the close of the month for all expenditures incurred under this contract for that month. (Option 2 is offered to those contractors whose fiscal agent has difficulty in generating and submitting a timely monthly invoice).

The expenditure and accrual estimates will be tracked and reported by the Contractor. The ACWIB Financial Manager will provide tools and technical assistance to the Contractor to develop a tracking / reporting process, if requested.

Payment is expressly conditioned upon timely submission of said invoices. The final invoice submitted after the termination date of the contract shall include all costs incurred in the last month of the contract period and any minor adjustments necessary to account for any previous unreimbursed expenditures. This provision regarding the closeout invoice shall not relieve Contractor of its obligation to report all known adjustments on each monthly invoice, and the County shall not be liable for any adjustments that were not reported timely.

Submission of monthly invoices shall be for cumulative expenditures no greater than 110% of monthly cumulative plan to date (except for the Administrative cost category which is limited to 100% of the monthly cumulative plan to date), and for no more than 100% of total contract amount, in any cost category shown in Exhibit B. For the purpose of contractors that are

receiving monthly provisional payments, “monthly cumulative plan to date” shall be defined to include the month for which the provisional payment is being requested. Exceptions to these limits may be granted for all cost categories, except Administration, by the contractor’s WIB Department Liaison, but in no case shall the sum of all reimbursed funds exceed the total contract amount.

Corrective Action Procedures: The ACWIB Financial Manager and Program Liaison will internally track the Contractor’s chosen invoicing option. Compliance with the chosen invoicing option will be monitored during the annual fiscal monitoring.

1. If the invoice process is delinquent one month, the Financial Manager will send a reminder e-mail, copying the Program Liaison. The Contractor will respond with an explanation for the late invoice.
2. If the invoice process is delinquent a second subsequent month, the Financial Manager will send a corrective action e-mail. The Contractor will respond with an explanation for the late invoice.
3. If the invoice process is delinquent a third subsequent month, the Program Liaison will send a corrective action letter to the Contract signatory requiring a corrective action plan to explain how the invoicing process will be amended to enable compliance with stated deadlines.
4. If the invoice process is delinquent a fourth subsequent month, the Assistant Agency Director will send a corrective action letter to the Contract signatory stating that the Contractor will be put on official probation status. The invoicing delinquencies must be corrected in order to pass the fiscal monitoring portion of the refunding criteria. The problem will be considered successfully addressed when the Contractor submits the invoice and/or estimate, if appropriate, on time for three consecutive months.

- I. **Costs for Administrative Functions.** Non-WIOA resources will cover all administrative functions relative to WIOA expenditures; such administrative costs, however, will be identified and tracked by the Contractor.

The Workforce Innovation Opportunity Act employment and training law identify specific items of cost, which must be classified to the administrative cost category by Contractor.

- Accounting, budgeting, financial and cash management functions;
- Procurement and purchasing functions;
- Property management functions;
- Personnel management functions;
- Payroll functions;
- Coordinating the resolution of findings arising from audits, reviews, investigations and incident reports;
- Audit functions;
- General legal services functions;
- Developing systems and procedures, including information systems, required for these administrative functions;

- Performing oversight and monitoring responsibilities related to WIOA administrative functions;
  - Costs of goods and services required for administrative functions of the program, including goods and services such as rental or purchase of equipment, utilities, office supplies, postage, and rental and maintenance of office space;
  - Travel costs incurred for official business in carrying out administrative activities or the overall management of the WIOA system; and
  - Costs of information systems related to administrative functions (for example, personnel, procurement, purchasing, property management, accounting and payroll systems) including the purchase, systems development and operating costs of such systems.
  - Awards to sub-recipients or vendors that are solely for the performance of administrative functions are classified as administrative costs.
- J. **Tracking of Service Costs.** Contractor will track, report, and invoice expenditures for the delivery of: Self-Directed (universal), Basic Staff Assisted, individualized intensive, and training services, as defined by WIOA & WIB; and other costs of One-Stop operation as “other services” per the invoice form provided by the Alameda County WIB.

## VI. PROPERTY/COPY RIGHTS AND PATENTS

- A. **Insuring Equipment from Loss or Damage.** If during the term of this contract, Contractor will be in possession of any equipment, furnishings or other property of the County, Contractor shall maintain adequate insurance coverage against its loss or damage.
- B. **Intent to Copyright.** In signing this contract, Contractor agrees to immediately notify the WIB of their intent to obtain a copyright or patent for material written or items invented during this contract or subsequent to it. The WIB will then notify the U.S. Department of Labor (DOL) and the State of California Employment Development Department (EDD) who will determine whether either or both government entities have any rights regarding the copyright or patent developed during the course of this contract.
- C. **Prior Approval for Equipment Costing \$5,000 or More.** Contractor/subcontractor shall not purchase non-consumable capital equipment with a per unit acquisition cost of \$5,000 or more, without prior written approval from the WIB. Any such property shall be limited to uses necessarily encountered in the performance of this contract.

Sub-recipients must maintain accurate inventory records of all equipment purchased with federal funds. A physical property inventory must be taken and reconciled with the property records at least once every two years. The list should include a description of the equipment, the serial number, model number (or other identification number), whether title vests in the recipient or the federal government, acquisition date, cost at acquisition, maintenance records, and final disposition (sale, loss, theft, etc) and date.

Records for nonexpendable property shall be retained for a period of five years after final disposition of the property.

## VII. MONITORING OF CONTRACTS

- A. **Submission of Reports and Forms.** To fulfill state monitoring, reporting and evaluation requirements, Contractor/subcontractor agrees to submit any reports that the County may request, and that are necessary to monitor this contract. Contractor shall submit on a monthly basis to the WIB all required Management Information System (MIS) forms, completed in the manner specified in the MIS Manual. The forms and the MIS Manual will be provided by the WIB.
- B. **Access to Records and Documents.** Contractor and subcontractor shall provide access by the WIB, Alameda County Auditor-Controller, State of California Economic Development Department, the Department of Labor, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records (including computer records) of the contractor or subcontractors, which are directly pertinent to charges in the program, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to contractors' and subcontractors' personnel for the purpose of interviews and discussions related to such documents.
- C. **Subcontracting Services.** Contractor/subcontractor must document and maintain all details of each subcontract including, but not necessarily limited to, the following:
- Clearly identifying the subcontracting organization.
  - The amount of the subcontract.
  - The services the subcontractor will provide.
  - Documented previous successful experience in providing those services and meeting all contractual obligations (including participant outcomes).
  - Justification for subcontracting with the organization that includes why the subcontract is necessary and an assurance that no other non-WIOA funds are available to the organization in the provision of these services.
- D. **Monitoring of Sub-Contractors Required.** Each funded sub-recipient (One-Stop Operators, Youth Programs, etc.) subcontracting with another entity to provide WIOA services to eligible clients, is responsible for oversight and monitoring of those subcontractors to ensure that services are provided in compliance with WIOA and local policies and procedures and that performance goals are met.

Onsite programmatic and fiscal monitoring of all subcontractors must occur at least once each program year. Program Operators are responsible for recording findings and ensuring that any needed corrective action has been taken. Copies of all monitoring reports must be maintained by the WIOA Program Operators and made available for review by Alameda County WIB program and fiscal monitors, and State monitors. All monitoring reports must be maintained for five years.

## VIII. RECORDS RETENTION

- A. **Records Retention.** Number 6 of the master contract/boilerplate requires the retention of all records including, but not limited to financial and statistical, for a period of no less than 5 years following the date of the final close-out of this contract unless permission to destroy them prior to that time is granted by the WIB in writing. In the event that any litigation occurs within the said five year period, Contractor promises that said records shall be retained beyond said period, and until such time as the litigation, claim or audit has been resolved. In the event that records pertaining to this contract are outside of Alameda County, California, Contractor shall have said records available at Contractor's office, within Alameda County, or at the WIB's principle office within five (5) working days after receipt of written notice from the County to produce the same.

## IX. AMERICAN RECOVERY &amp; REINVESTMENT ACT (ARRA)

- A. **Purposes and Principles:** In accordance with the intent of the ARRA, funds must be spent expeditiously and effectively, with full transparency and accountability in the expenditure of funds. ARRA funds are intended to supplement, not supplant existing WIOA Title I funds.
- B. **Limit on Funds:** None of the funds appropriated or otherwise made available in the ARRA may be used by any Subgrantee, contractor, local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
- C. **Responsibilities for Informing Subcontractors:** Contractor agrees to separately identify to each of their subcontractors, and to document at the time of the subcontract, and at the time of disbursement of funds, the Federal award number (AA-17110-08-55-A-6), the CFDA number, and the amount of ARRA funds provided to the subcontractor.
- D. **Reporting: Program Management and Financial Expenditure:** Accountability guidelines for the ARRA emphasize data quality, streamlining data collection, and collection of information that shows measurable program outputs. The ARRA also emphasizes transparency and frequent communication with the American public about the nature of the ARRA investments. The Contractor shall collect and report information as conveyed in ARRA reporting instructions issued by the ACWIB.
- E. **Applicable Authority:** ARRA funds provided under this Contract agreement must be expended in accordance with all applicable federal statutes, regulations, policies, and guidance, including those of the ARRA of 2009 and the Workforce Investment Act of 1998 (*as presently in effect and as may become effective during the terms of this Agreement*). In addition, the ARRA funds must be spent in accordance with the applicable approved WIOA State plan including approved modifications and amendments to the plan and with the applicable approved WIOA Local plan including approved modifications and amendments to the Local plan.

- F. Veterans' Priority Provisions:** ARRA funds, as with the WIOA funds that they supplement, funded by the U.S. Department of Labor, are subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215), as implemented by the Final Rule published on December 19, 2008 at 73 Fed. Reg. 78132. The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. In addition, in accepting these ARRA funds, the Contractor assures that they will comply with the Veterans' Priority Provisions established by the Jobs for Veterans Act (38 USC 4215).
- G. General Provisions of ARRA, as applicable:** The following clauses are specific to usage of ARRA funds and are intended to supplement, not replace any existing terms and conditions:
- H. Wage Rate Requirements:** Subject to further clarification issued by the Office of Management and Budget and notwithstanding any other provision of law and in a manner consistent with other provisions of the ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Contractor pursuant to this award shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code. (ARRA Sec. 16064)
- I. Whistleblower Protection:** Contractor and their subcontractors awarded funds made available under the ARRA shall promptly refer to the Grantor Office of Inspector General any credible evidence that a principal, employee, agent, contractor, subrecipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. (ARRA Sec. 1553)
- J. Buy American – Use of American Iron, Steel, and Manufactured Goods:** None of the funds appropriated or otherwise made available by the ARRA may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States. See ARRA Section 1605 – Buy American Requirements. **NOTE: WIA Title I prohibition on construction, in accordance with 20 CFR 667.260, remains applicable to SubGrantees and their Contractors.**



**ALAMEDA COUNTY WORKFORCE INVESTMENT BOARD  
CERTIFICATION REGARDING LOBBYING**

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 29 CFR Part 93, "New Restrictions on Lobbying." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction, grant, or cooperative agreement.

**LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 20 CFR §93.110, for persons entering into a grant, cooperative agreement, or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 29 CFR §93.110 (b)(2), the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal 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 any agency, 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.

(2) 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, 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.

(3) 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, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, 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 such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

**Statement for Loan Guarantees and Loan Insurance**

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996

**As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification regarding lobbying.**

**Lorenzo S. Lagaspi**

*Printed Name and Title of Authorized Representative*

**One-Stop Career Center**

*Award Number And/Or Project Name*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date PY 14-15*

**ATTACHMENT A**

**THIS PAGE INTENTIONALLY OMITTED**

## ATTACHMENT B

### LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

- I. The Alameda County Social Services Agency (SSA) has developed and adopted a Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Under the plan's provisions, community-based organizations (CBOs)/contractors whose services are contracted by the SSA:
  - A. Shall clearly disclose language access capabilities in relationship to the population served.
  - B. Shall have a plan in place—available for review upon request by County staff—for referring clients whose language needs the contractor can't accommodate.
  - C. Shall permit County staff to conduct ongoing monitoring of contracted services for compliance with provisions of the County's Language Access Plan.
  - D. Shall provide the County with a list and copies of all printed contract-related marketing/promotional/education-related materials (including languages materials are printed in).
  
- II. The SSA shall aid contracted CBOs in expanding language interpretation services through:
  - A. Providing CBOs/contractors with training, materials and instruction on how to effectively refer LEP clients to appropriate language resources.
  - B. Including service-marketing plan requirements in requests for proposals (RFPs) and contracts with CBOs that propose to offer language services (including appropriate outreach and notification of programs and services) to the LEP community and customers.
  - C. Developing a monitoring process of contracted services to ensure high-quality language accessible services are always provided to LEP clients.
  - D. Providing CBOs/contractors with access to **Telephonic Interpreters**,—a 24-hour, seven-day-a-week, 365-days-a-year telephone language interpretation service in over 100+ languages—to supplement on-site language access services.