

The Oakland Private Industry Council, Inc. (Oakland PIC)
On behalf of the Alameda County Workforce Development
Board (ACWDB)

Contract #: 16-17-AC-CHA-
H1B-RTW

Funding: H1B

AGREEMENT made by and between:

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| Oakland Private Industry Council, Inc. ("Oakland PIC") 1212 Broadway, Suite 100 Oakland, CA 94612 Attention: Richard de Jauregui Director of Planning Contact: (510) 768-4476 rdejauregui@oaklandpic.org | Subcontractor: Chabot-Las Positas Community College District Address: 7600 Dublin Blvd, 3 rd Floor City/State/Zip: Dublin, CA 94568 Attention: Sarah Holtzclaw Phone: (925) 560-9439 Email: sholtzclaw@clpccd.org |
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The parties execute this Subcontract Agreement for the effective date and the period of performance specified:

1. Subcontract Term

Program Year: 2016 - 2017
Subcontract Effective Date: April 1, 2017
Performance Period/Contract Term: April 1, 2017 – September 30, 2017

2. Purpose

The purpose of this Subcontract with Chabot-Las Positas Community College District is to provide employment and training services to eligible participants under the H1-B Ready to Work Project, as those services are more particularly described in Exhibit A (Statement of Work) attached hereto and incorporated by reference herein.

3. Compensation

The subcontractor shall be entitled to the payment of a maximum of \$40,000, subject to the terms and conditions set forth in Exhibit B attached hereto and incorporated by reference herein.

4. Type of Subcontract

The ACWDB has contracted with the Oakland PIC to act as its fiscal agent in establishing this subcontract with Chabot-Las Positas Community College District for

the services described in Exhibit A and the compensation described in Exhibit B. The funds allocated herein are from H1-B funding secured by the ACWDB. Those funds, hereby obligated by the Oakland PIC on behalf of the ACWDB, are to be paid according to applicable regulations and guidelines governing cost reimbursement contracts and as specified in the Contract Payment Terms set forth in the attached Exhibit B.

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

OAKLAND PRIVATE INDUSTRY COUNCIL, INC.

By: Gay Plair Cobb
Its: Chief Executive Officer

SUBCONTRACTOR (CHABOT-LAS POSITAS CCD)

By: Lorenzo Legaspi
Its: Vice Chancellor, Business Services

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

1.0 GENERAL PROVISIONS

1.0 CONTROLLING AUTHORITY

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

1.1 PARTIES TO THE AGREEMENT

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

1.2 CROSS INDEMNIFICATION

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

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

1.4 ACCESS

The Subcontractor must provide access to the ACWDB/Oakland PIC, the State of California, and the U.S. Department of Labor, and their authorized representatives, to financial records, supporting documents, statistical records and all other records pertinent to this Contract for the purpose of making audits, exams, excerpts and transcription, at all times that the grant is in force and for a period of four (4) years thereafter, as required by OMB Circulars related to this Contract, and/or pursuant to the use of WIOA funds. Such records must be retained for that same period or until notified by the ACWDB/Oakland PIC that there is no further need for retention.

1.5 GRIEVANCE

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

1.6 CONSIDERATION FOR PAYMENT

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

2.0 INSURANCE COVERAGE

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

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

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

the most recent certification has been given to Oakland PIC.

3.0 FUND AVAILABILITY

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

4.0 MODIFICATION AND TERMINATION

4.0 This Contract may be modified prior to its completion date by agreement of the Subcontractor, ACWDB, and the Oakland PIC as indicated by a mutually signed modification document.

4.1 The ACWDB/Oakland PIC may terminate this Contract and be relieved of payment of consideration should Subcontractor fail to perform the duties of this Contract at the time and manner provided, or fail to comply with any requirement of the WIOA, or with local policy. Additionally, the ACWDB/Oakland PIC may unilaterally and immediately terminate this Contract and be relieved of payment if: Subcontractor delays execution of the agreement or modification(s) beyond ten (10) working days of receipt; or, if performance falls significantly under plan; or if, in ACWDB/Oakland PIC's sole opinion, Subcontractor mismanages any fiscal and/or programmatic terms and conditions contained in this Contract. Each signatory party reserves the right to discontinue its participation in this agreement upon 30 days written notice to all parties. In the event of termination, the ACWDB/Oakland PIC shall not be liable for any new obligations incurred by Subcontractor after the notice of termination date, nor shall Subcontractor be permitted to provide services to new participants after the notification date.

5.0 ASSIGNMENT

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

6.0 REPORTING FRAUD, WASTE, ABUSE AND CRIMINAL ACTIVITY

Subcontractor must not engage in, and must advise the ACWDB/Oakland PIC directly and immediately, of any apparent improper or fraudulent use of WIOA funds that comes to Subcontractor's attention, or of any apparent supplying of misinformation to the ACWDB/Oakland PIC or their representatives. WIOA regulations, Title 20 CFR Section 667.505 and 667.630, require that information and complaints involving criminal fraud, waste, abuse or other criminal activity must be reported immediately through the Department of Labor's Incident Reporting System to Office of the Inspector General (OIG), with a copy simultaneously provided to the Employment and Training Administration. (See Attachment D.)

- 6.1 WIA D02-03 – Incident Reporting, incorporated by reference and made a part of this Contract, delineates the State-imposed requirements to report all instances of fraud, waste and abuse, and criminal activity to OIG and the Compliance Review Division (CRD) within one working day of the detection of the incident.
- 6.2 Further, Subcontractor shall, in addition to the above reporting, also submit a copy of such report to the ACWDB/Oakland PIC at the same time.

7.0 ASSURANCES AND CERTIFICATIONS

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

Safeguard Against Fraud & Abuse/Statement of Non-Discrimination

- 7.0. Subcontractor will administer its programs under the WIOA in full compliance with safeguards against fraud and abuse as set forth in federal and state regulations, directives and policies.
- 7.1. No portion of Subcontractor's WIOA program will in any way discriminate against, deny benefits to, deny employment to or exclude from participation any persons on the grounds of race, color, sex, sexual orientation, age, handicap, or political/religious affiliation or beliefs; and it will provide employment and training services to those most in need of them and most able to benefit from them, including but not limited to, low income persons, disabled individuals, persons facing barriers to employment commonly experienced by older workers, and persons of limited English-speaking ability.
- 7.2. Program activities will be available to all eligible individuals regardless of religious affiliation or non-affiliation. WIOA participants shall in no way perform or assist in the performance of activities that are sectarian in nature.
- 7.3. Participation in programs and activities financially assisted in whole or in part under this Act shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens and refugees, parolees, and other individuals authorized by the Attorney General to work in the United States.

- 7.4 No individual will be intimidated, threatened, or coerced, or discriminated against because of filing a complaint, furnishing information, or assisting or participating in any manner in an investigation, compliance review, hearing or any other activity related to the administration of WIOA.
- 7.5 Subcontractor has and adheres to established personnel policies with respect to hiring practices, promotion, demotion, leave and holiday practices, termination criteria and disciplinary practice, which reflect the ACWDB/Oakland PIC policies with regard to equal opportunity employment.

Administrative Regulations

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

Confidentiality of Client Files

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

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

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

With regard to people with disabilities, Subcontractor will provide disabled participants with as broad an assortment of services as possible including but not

limited to: physical access to Subcontractor's training facilities; linkages with agencies serving the disabled; and training materials adaptable for use with the disabled.

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

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

7.10 Subcontractor certifies that Subcontractor:

- a. Will comply with the Workforce Investment Act (WIOA) and all of its promulgating regulations and rules.
- b. Will comply with the Drug Free Workplace Act of 1988.
- c. Is in compliance with all applicable federal, state, and local laws governing work place health and safety conditions, payment of wages, collective bargaining, labor relations, and any other regulations affecting personnel who are mandated by law or legal agreement.
- d. Clean Air and Water Requirements: Contracts in excess of \$100,000 will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act – per reference at 29 CFR 97.36(i)(12).
- e. Will comply with all applicable federal, state and local laws pertaining to copyrights including that the federal awarding agency reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) Any rights of copyright to which a grantee, sub-grantee, contractor or subcontractor purchases ownership with grant support.

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

Conflict of Interest

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

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

7.13 The Subcontracting Agency certifies that:

- a. Neither Subcontractor nor Subcontractor's principals or employees are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- b. Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this Contract.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor may pursue available remedies, including suspension and/or debarment.
- d. The prospective recipient of federal assistance funds shall provide immediate written notice to ACWDB/Oakland PIC if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing E.O. 12459.
- f. The prospective recipient of federal assistance funds agrees that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation.

State and Federal Lobbying Laws and Regulations

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

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL “Disclosure Form to Report Lobbying” in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- d. No funds provided under this grant shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself. Nor shall grant funds be used to pay the salary or expenses of any grant or agreement awardee or agent acting for such awardee, related to any activity designed to influence legislation or appropriations pending before the Congress.

Reporting Requirements

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

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

- 7.16 In accordance with OMB Circular A-133, Audits of Institutions of Higher Education and Other Nonprofit Institutions, nonprofit institutions that receive \$500,000 or more a year in federal awards shall have a Single Audit or have an audit made of each federal award in accordance with federal laws and regulations governing the programs in which they participate. Additionally, also in accordance with Circular A-133, nonprofit organizations expending less than \$500,000 in federal awards may not charge the cost of any audit to the federal award.
- 7.17 Nonprofits receiving less than \$500,000 a year in federal awards are exempt from federal audit requirements, but records must be available for review by appropriate officials of the federal grantor agency or sub-granting entity.
- 7.18 In accordance with Section 637.480 of the Code of Federal Regulations, commercial organizations that receive \$25,000 or more in federal financial assistance to operate a WIOA program shall have an audit performed.

8.0 STATEMENT OF WORK PROVISIONS

- 8.0 The terms and definitions cited in the WIOA and its regulations are expressly applicable to the work to be performed under this Contract.
- 8.1 Activities conducted by Subcontractor under this Contract shall include those services listed in the Statement of Work (Attachment A).
- 8.2 Subcontractor must maintain all records and follow all procedures and policies regarding the grant and its reporting requirements, as necessary, in accordance with those set forth by the ACWDB/Oakland PIC in order to ensure proper submission of reports and invoices in a timely manner to allow the ACWDB/Oakland PIC to report to the State / EDD and/or DOL as required.
- 8.3 Subcontractor must monitor Contract performance in the manner stated in the Statement of Work, and, in addition to the reporting requirements of the grant, if requested, will submit to the ACWDB/Oakland PIC a narrative report detailing program progress, any operating difficulties and, if applicable, proposed corrective action.
- 8.4 Subcontractor will submit monthly activity and fiscal reports regarding services provided to the ACWDB Fiscal Manager by the fifteenth (15TH) working day following the close of each month. The fiscal reports must include expenditures. (See Attachment B, Budget.)
- 8.5 In addition to the cooperation and access enunciated in Sections 1.4 and 8.2 above, Subcontractor must actively cooperate with all requests for information including telephone and written requests within 24 hours, and shall provide the ACWDB/Oakland PIC with access to such facilities and records as are necessary to establish Subcontractor compliance within the terms of this Contract.

9.0 CONTRACT PAYMENT PROVISIONS

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

Billing and Payment Procedures

- a. Subcontractor completes invoice documentation and submits paperwork to ACWDB Program Liaison;
- b. ACWDB reviews the invoice(s) with the Fiscal Manager and obtains approval for the invoice(s), and forwards invoice(s) to Oakland PIC for payment;
- c. Oakland PIC shall pay Subcontractor for properly submitted invoices within thirty (30) days of receipt from ACWDB;

- d. Subcontractor may submit invoices to the ACWDB for services provided through the end of contract performance period.

Fiscal Control and Accountability, if applicable

- 9.1 All indirect costs to the Contract shall be supported by documents that indicate current approval by a cognizant federal/state agency and be received and approved by the ACWDB/Oakland PIC. These documents shall detail the rate calculation method and the method by which the rate is applied to WIOA funds. In the absence of an approved indirect cost rate, a current, ACWDB/Oakland PIC-approved, cost allocation plan with full explanation of revenues and prorated costs must be filed with ACWDB/Oakland PIC prior to the receipt of any WIOA funds under this Contract.
- 9.2 Subcontractor must adhere to all federal, state, and local laws with respect to payment of employees, and maintain full and adequate documentation of employee payroll, work time and attendance, leave and vacation time; and, where staff time is allocated to different cost categories of contracts or funds, documentation shall be maintained to show prorated time. ACWDB/Oakland PIC reserves the right to establish maximum amounts that may be expended for staff salaries funded under the Contract.
- 9.3 Subcontractor shall confine expenditures to funds negotiated and allocated to applicable cost categories and program activities designated in the Contract or modification hereof. Costs incurred before or after the stated period of performance will not be reimbursed and are the sole responsibility of the Subcontractor. In no event shall ACWDB/Oakland PIC be liable for expenditures in excess of the amount and rate allowed in any cost category applicable to the Contract or for any amount in excess of that obligated by the ACWDB/Oakland PIC as set forth on the title page of this Contract or any modification hereto.
- 9.4 Subcontractor must keep Contract expenditures under continuous review. When Subcontractor's activities under this Contract fall significantly under plan, ACWDB/Oakland PIC reserves the right to unilaterally de-obligate funds and amend the Contract accordingly.
- 9.5 All revenues and expenditures under this Contract must be accounted for separately.
- 9.6 Subcontractor's performance under this Contract will be monitored regularly and measured against performance standards set forth herein. The ACWDB/Oakland PIC may perform scheduled and unscheduled program and fiscal monitoring. When monitoring determines that programmatic and/or fiscal improvements or changes are required, corrective action plans or budget modifications will be required by ACWDB/Oakland PIC and, as necessary, this Contract will be so amended.

- 9.7 Every officer, director, agent or employee who is authorized to receive or deposit funds, issue checks or other instruments or payment for program costs incurred shall be covered by a blanket position bond.
- 9.8 Unearned payments under this Contract may be suspended or terminated upon refusal to accept any conditions that may be imposed by the U. S. Department of Labor, State, or ACWDB/Oakland PIC.
- 9.9 Subcontractor shall maintain accounting systems which are in accordance with generally accepted accounting practices and are in accordance with the Financial Management System described in the U. S. Department of Labor, Office of Management of Budget, Circular 102 and, where applicable, state circulars, containing all information related to the audit of contracts.
- 9.10 All payment of WIOA funds must be earned and payment of funds in excess of actual costs incurred according to all terms and conditions of this Contract shall be refunded to ACWDB/Oakland PIC within ten (10) working days of the Contract termination date.
- 9.11 Subcontractor must receive prior written approval from ACWDB/Oakland PIC for the purchase and/or lease of any equipment with a per-unit acquisition cost of \$5,000 or more, and a useful life of more than one year. This includes the purchases of ADP equipment.
- 9.12 Any movement from one location to another or any other disposition of inventoried equipment requires prior written approval by ACWDB/Oakland PIC. Any item not recalled by ACWDB/Oakland PIC at conclusion of the Contract is the responsibility of the Subcontractor and must be safeguarded against loss or damage at all times.
- 9.13 Subcontractor shall comply with all financial management and fiscal procedures prescribed by WIOA, the Department of Labor, State and ACWDB/Oakland PIC including audit and Contract close-out procedures, and reimbursement of costs.
- 9.14 Although Contract performance may have been accepted and reimbursement of costs made in consideration of claims, any cost disallowance subsequently discovered through audit, closeout, or any other process, shall be reimbursed by Subcontractor to ACWDB/Oakland PIC within 30 calendar days of notice.

Contract Budget:

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

WAGES:

- Time sheets showing total hours worked and hours worked on the Contract
- Timesheets must be signed by employee and supervisor

- Payroll records
- Fringe benefits
- Payroll tax deposits, coupons and receipts
- Invoices for health benefits indicating date of payment and check number

OTHER:

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

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

[This contract continues on the next page with Exhibit A-Statement of Work]

STATEMENT OF WORK

- I. **Purpose and Overview.** ACWDB has been awarded funding to operate a project to provide employment and training services to long-term unemployed (LTU) workers. This project, known as the H1-B Ready to Work Project will close the gap between long-term unemployed job seekers and technology employers searching for talent.

Chabot-Las Positas Community College District has been selected by ACWDB for the delivery of services to eligible participants through the Tri-Valley One-Stop Career Centers.

- II. **Contractor Obligations.** Chabot-Las Positas Community College will provide comprehensive services and activities to approximately **30 participants** under this agreement. Services and activities must include but are not limited to the following:

A. **Outreach and Recruitment.** Contractor is responsible for the recruitment of sufficient numbers of eligible individuals to meet its enrollment obligations. Contractor will use multiple channels to recruit candidates who will benefit from the technology focus of this grant. Contractor will work with the local EDD office to identify individuals who have exhausted unemployment insurance.

B. **Assessment Strategy.** Customers will receive services at the Tri-Valley One-Stop Career Center. Subcontractor will ensure that a minimum of **75 percent** of its enrollees will meet the LTU definition¹ at the time of enrollment through review of employer verification of layoff date or work history and/or unemployment insurance documentation. The assessment process will include, at a minimum:

1. An orientation that includes eligibility determination, an overview of services, and an introduction to a step-by-step job search planning process.
2. A one on one meeting with a career advisor or case manager for assistance with assessment and creation of a customized job search plan. The assessment phase will enable the customer to self-identify where to begin in the job search process, depending on whether they are still adjusting to the emotions of job loss, contemplating career change, or skill training/job ready.
3. Assessment instruments used at each job center may include Wonderlich, Meyers-Briggs, O*NET, WorkKeys, and ProveIt (specifically for assessing skills competencies), among others, as selected by Subcontractor. The results of each customer's assessments of skills, interests, values, personality, work history, educational background, and skills gaps will be incorporated into their plan and used to determine which of three intervention tracks to tech-related employment are appropriate.

¹ An individual who has been unemployed for 27 consecutive weeks or more. Included in this definition are individuals who have lost their job during or after the recent recession (12/1/07 on) and have exhausted or nearly exhausted unemployment benefits (if they were eligible to receive such benefits); underemployed individuals who lost their job during or after the recent recession and have obtained only episodic, short-term, or part-time employment but have not yet reconnected with a full-time job commensurate with the individual's level of education, skills, and previous wage or salary earned prior to the individual's loss of permanent employment.

- C. ***Rapid Reemployment and Training Strategy.*** “Refresh your skills, renew your network” is the project focus and defines the necessary ingredients for rapid reemployment. The following strategies include both direct skills training and work-based training opportunities that lead to rapid reemployment. Subcontractor will use its discretion to determine appropriate classroom and/or work-based training opportunities for project participants. **Cohort training proposed specifically for and funded by this grant requires prior approval from ACWDB.**
- D. ***Supportive Services and Specialized Services Strategies.*** This project encompasses several reemployment strategies customized to the needs of LTU workers. These include access to supports such as financial counseling, personal interaction with career advising professionals, a customized job-search strategy reflecting the latest techniques, access to career navigation skills and opportunities, peer-to-peer support, and services specific to older LTUs.
1. The San Francisco Office of Financial Empowerment (SF-OFE) will provide **financial counseling and education** to appropriate participants in this project. With project funding, SF-OFE will employ a full-time financial counselor specifically trained on the needs of Ready to Work grant clients, provide one-on-one counseling to 250 clients on site at job centers throughout the project region, and track results on savings, credit, and debt.
 2. All enrollees in this grant will have access to **career advising** for guidance, problem solving, and advice about the labor market. All customers will be provided with extensive coaching in **career navigation and networking** using onsite and online workshop content with opportunities for practice in both class-based labs and peer-to-peer settings.
 3. **Digital literacy** is of critical importance in almost all jobs, and long-term unemployed workers may need to brush up on their computer skills to be competitive in today’s labor market. All LTU customers will have access to computer classes operated by local education providers.
 4. Customers interested in **entrepreneurship** may participate in workshops to help with the decision to start a business (“Should I Start A Business,” “Franchise Options”) as well as various entrepreneurship courses at job centers, including courses in business planning, marketing, financial basics, and networking.
 5. Given the large percentage of **older LTU workers**, this project will provide several services to meet their unique needs. Starting with the career assessment process, customers and career advisors will review and realign transferable skills to the current labor market and also consider new ways of working such as contract work or self-employment. Older job seekers will be introduced to new ways of seeking employment, including networking and social media, and learn how to seek out companies more likely to consider them as candidates.

6. **Other supportive services:** Supportive services to enable customers to participate in the project may include transportation assistance, textbooks and other training supports, assistance with childcare costs, and referrals to resources provided by job center partners, including mental health support.

BUDGET

The total cost of this agreement shall not exceed: \$ 40,000.00

For the period of April 1, 2017 through September 30, 2017

| | | |
|------|--|-----------------|
| 1. | Staff Salaries | \$24,700 |
| 2. | Staff Fringe Benefits | \$11,000 |
| 3. | Staff Travel | \$0 |
| 4. | Staff Training / Conferences | \$0 |
| 5. | Facilities Operations (Rent-utilities/ phone-mailing/ etc.) | \$0 |
| 6. | Office / Operations - Supplies, Equipment, Computers | \$1,900 |
| * 7. | * Office / Operations - Single item cost of \$5,000 or more: | \$0 |
| 8. | Direct Participant Costs | \$2,400 |
| 9. | Consultant Sub-contract | \$0 |
| 10. | Occupational Training / OJT & IR's | \$0 |
| 11. | Insurance, Bonding, Audit Costs | \$0 |
| 15. | TOTAL COST REIMBURSEMENT | \$40,000 |

* 7. - REQUIRES prior written approval from Alameda County WIB.

CONTRACT PAYMENT TERMS

The total cost of this agreement shall not exceed **\$ 40,000.00**

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

Before payments are made:

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

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

The term of this Agreement is April 1, 2017 through September 30, 2017.

STATEMENT OF WORK / CONTRACT PAYMENT TERMS APPROVED:

Patti Castro, ACWDB Director

Date

[This contract continues on the next page with 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 minimum insurance coverage, limits and endorsements:

| | | |
|-----------|---|--|
| A. | Commercial General Liability 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. | Commercial or Business Automobile Liability 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 |
| C. | Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees | WC: Statutory Limits EL: \$1,00,000 per accident for bodily injury or disease |
| D. | Employee Dishonesty and Crime | \$1,000,000 per occurrence |
| E. | <p>Endorsements and Conditions:</p> <p>1. ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: The Oakland Private Industry Council, on behalf of the County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</p> <p>2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, 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 the later of termination of the Agreement 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.</p> <p>3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. 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.</p> <p>4. INSURER FINANCIAL RATING: 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.</p> <p>5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</p> <p>6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:</p> <ul style="list-style-type: none"> – 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. Coverage shall be at least as broad as in the ISO Forms named above. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". <p>7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.</p> | |

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| <p>8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, 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 required certificate(s) and endorsements must be sent as set forth in the Notices provision.</p> |
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