

Fund/Org#	
Account #	2310
Other #	
\$193,400	5619
12,000	5608
9,600	5656

CONTRACTOR'S COPY

1. Identification of Contract to be Amended.

Number: 18-252-3

Effective Date: July 1, 2013

Department: Employment and Human Services

Subject: Assessment Services for Job Seekers

2. Parties. The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: Chabot - Las Positas Community College District
 Capacity: Public Agency
 Address: 7600 Dublin Blvd., Suite 102, Dublin, CA 94568

3. Amendment Date. The effective date of this Contract Amendment Agreement is March 1, 2014 .

4. Amendment Specifications. The Contract identified above is hereby amended as set forth in the "Amendment Specifications" attached hereto which are incorporated herein by reference.

5. Signatures. These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS By _____ Chairman/Designee	ATTEST: Clerk of the Board of Supervisors By _____ Deputy
---	---

CONTRACTOR

Name of business entity: Chabot-Las Positas Community College District By _____ (Signature of individual or officer) _____ (Print name and title A, if applicable)	Name of business entity: Chabot-Las Positas Community College District By _____ (Signature of individual or officer) _____ (Print name and title B, if applicable)
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Note to Contractor: For Corporations (profit or nonprofit), the contract must be signed by two officers. Signature A must be that of the president or vice-president and Signature B must be that of the secretary or assistant secretary (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____, before me, _____
(insert name and title of the officer), personally appeared _____

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

Signature

(Seal)

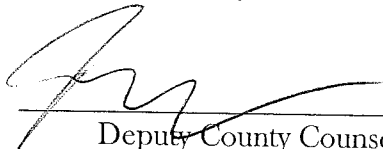
ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

FORM APPROVED
COUNTY COUNSEL

By: _____
Designee

By: 
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____, before me, _____
(insert name and title of the officer), personally appeared _____

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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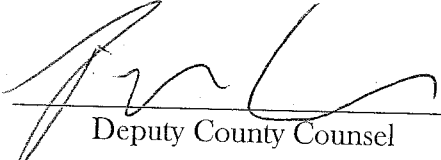
ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

FORM APPROVED
COUNTY COUNSEL

By: _____
Designee

By: 
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

AMENDMENT SPECIFICATIONS

Number: 18-252-4

In consideration for providing additional assessment services and in order to comply with Department of Labor monitoring findings, Contra Costa County Employment and Human Services Department (County), on behalf of the Workforce Development Board, and Chabot - Las Positas Community College District (Contractor) hereby agree to amend Contract #18-252-3 to increase the payment limit by \$25,000 from \$190,000 to a new contract payment limit not to exceed **\$215,000** as specified below. All other terms and conditions remain in full force and effect.

Contract #18-252-3 is amended as follows:

- I. **Service Plan, Section II. Agency's Responsibilities** is amended to add the following language:
 - K. Provide 548 additional hours of assessment services as described in Paragraph II. Agency's Responsibilities above, to job-seekers/clients at our 4 One-Stop centers which equates to 10 weeks of assessment center operations at all 4 One-Stops with an average of 96 additional clients being served per week across all 4 One-Stop Centers.
- II. **Service Plan, Section IV. Payment Provisions, subparagraph A. Payment Limit** is deleted in its entirety and replaced with the following:
 - A. Payment Limit. The Total Contract Payment Limit is **\$215,000**.
- III. **SPECIAL CONDITIONS Workforce Investment Act (Revised 7-11)** is deleted in its entirety and replaced with the following:

"SPECIAL CONDITIONS Workforce Investment Act (Revised 8-2013)" which is attached hereto and incorporated herein by reference.
- IV. Attachment A, Budget of Estimated Program Expenditures is deleted in its entirety and replaced with Attachment A, Revised Budget of Estimated Program Expenditures.

SPECIAL CONDITIONS
Workforce Investment Act
(Purchase of Services)

1. **Available Copies.** Copies of the County's Project documents and all pertinent State and Federal statutes, regulations, guidelines, bulletins, and circulars applicable to this Agreement, shall be available at all times for inspection by the Contractor during regular business hours at the Contra Costa County Employment and Human Services Department office located at 300 Ellinwood Way, Pleasant Hill, CA 94523.
2. **Retained Powers.** All powers not explicitly vested in the Contractor remain in the County.
3. **Status of Contractor's Employees.** Contractor's employees shall in no way be considered employees or agents of County. Contractor is an independent contractor, and County shall neither direct nor have control over Contractor, its activities, or the methods and details by which Contractor fulfills its obligations with the Contra Costa County Employment and Human Services Department.
4. **Payment Adjustments.**
 - A. If any funds are expended by the Contractor in violation of the terms of this Agreement (including all applicable statutes, regulations, guidelines, bulletins, and circulars), County shall deduct the amount of such unauthorized expenditures from payments payable to Contractor. No such action taken by County shall entitle the Contractor to reduce program operations or services to participants. Any such reduction in expenditures may be deemed sufficient cause for termination of this Agreement. Within thirty (30) days of request by County, Contractor shall reimburse County for any payments made for expenditures that are in violation of this Agreement.
 - B. Contractor shall reimburse County fully and completely for any repayment of funds made by the County to the California Employment Development Department or U.S. Department of Labor (DOL) at the request of that Department after it has been determined that such repayment is required from the County due to the unauthorized or illegal expenditures by Contractor. County's determination as to the necessity for any such repayment shall be conclusive as between County and Contractor.
5. **Statistics, Reports, and Records.** Contractor shall keep and maintain such documents, records, and accounts as may be required by County, State or Federal statutes, regulations, guidelines, bulletins, and circulars applicable hereto. Contractor shall compile, compute, and provide to County all such statistics, program reports, and records as may be required by County. Said documents, accounts, statistics, reports, and records shall be maintained and provided in the form and manner prescribed by County.

SPECIAL CONDITIONS
Workforce Investment Act
(Purchase of Services)

6. **Access to Records.** Per OMB Circular A-110 Subpart C Section 48, all negotiated contracts (except those for less than the simplified acquisition threshold) awarded by recipients shall include a provision to the effect that the recipient, DOL, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpt and transcriptions.
7. **Child Labor.** No person under 18 years of age shall be employed in any occupation that the U. S. Secretary of Labor has found to be hazardous for persons between 16 and 18 years of age. Any eligible participants under 16 years of age will be employed only in accordance with the limitations imposed by WIA regulations.
8. **Affirmative Action Plan.** Contractor shall comply with all applicable requirements of Executive Order No. 11246, entitle "Equal Employment Opportunity, "as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Contractor hereby certifies that it has an Affirmative Action Plan, if required by State or Federal law, which declares that it does not discriminate on the basis of race, color, religion, creed, national origin, sex, and age which specifies goals and target dates to assure the implementation of that plan. Contractor shall also comply with Affirmative Action requirements established by County and the Department of Labor.
9. **Nondiscrimination Clause (OCP-1).** During this Agreement, Contractor and its 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, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family and medical care leave and denial of pregnancy disability leave. Contractor and subcontractors shall ensure that evaluation and treatment of all employees and applicants for employment are free from such discrimination and harassment.

Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). Applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Contractor will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities

Initials: _____
Contractor County

SPECIAL CONDITIONS
Workforce Investment Act
(Purchase of Services)

Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code sections 11135-11139.5, as amended; 12940 (c),(h)(1), (i), and (j); Section 4450; Title 22, California Code of Regulations section 98000-98413; the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter-Ethnic Adoption Act of 1996 and other applicable federal and state laws, and their implementing regulations [including 45 Code of Federal Regulations (CFR) parts 80, 84, and 91; 7 CFR Part 15; and 28 CFR Part 35], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of age, sex, color, disability, national origin, race, marital status, religion or political affiliation be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

10. **Drug-Free Workplace Certification.** By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code section 8355 (a)(1).
 - B. Establish a Drug-Free Awareness Program as required by Government Code section 8355(a)(2) to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the Contractor's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation, and employee assistance programs; and
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - C. Provide, as required by Government Code section 8355(a) (3) that every employee who works on the Agreement will:
 - 1) receive a copy of the company's drug-free policy statement; and
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

SPECIAL CONDITIONS
Workforce Investment Act
(Purchase of Services)

Failure to comply with these requirements may result in suspension of payments under the Agreement or Agreement termination or both, and Contractor may be ineligible for award of any future contracts if the County determines that any of the following has occurred: (1) Contractor has made false certification; or (2) Contractor violates the certification by failing to carry out the requirements as noted above.

11. **Contracts that expend a total amount of federal awards equal to or in excess of \$500,000 in any fiscal year ending after December 31, 2003** are required to provide either a single audit or a program-specific audit, in accordance with Section 184 of the WIA, Title 20 CFR Section 667.200, Title 29 CFR Part 95 or 97 (as applicable), and Title 31 USC Chapter 75. Nonfederal entities that expend federal awards under more than one federal program must have a single audit.

12. **Reporting Child Abuse or Neglect**

Contractor shall ensure that all known instances of child abuse or neglect are reported to a Child Protective Contractor as defined in Penal Code section 11165.9. This responsibility shall include:

- A. A requirement that all employees, consultants, or agents performing services under this Agreement who are required by Penal Code section 11165.7(a) to report child abuse or neglect, sign a statement that he or she knows of the reporting requirements and will comply with them.
- B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under Penal Code section 11165.7(a) gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

13. **Additional Assurances**

- A. Contractor will comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (42 U.S.C 4601, et seq.) which requires fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
- B. Contractor will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

SPECIAL CONDITIONS
Workforce Investment Act
(Purchase of Services)

- C. For grants, subgrants, contracts in excess of \$100,000, or where the grant officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act [42 U.S.C. 7413 (c) (1)] or the Federal Water Pollution Control Act [33 U.S.C. 1319 (c)] and is listed by the Environmental Protection Contractor (EPA) or is not otherwise exempt, the grantee assures that:
- 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;
 - 2) it will notify the Regional Administrator prior to award, of the receipt of any communication from the director, Office of Federal Activities, U.S. Environmental Protection Contractor, indicating that a facility to be utilized for the grant is under consideration to be listed on EPA List of Violating Facilities; and,
 - 3) it will include substantially this assurance, including this third part, in every nonexempt subgrant, contract or subcontract.
- D. Contractor will comply with Federal Regulations (20 C.F.R. 627.315), and ensure that where WIA participants are not covered by the State's Workers' Compensation law, they shall be provided with adequate on-site medical and accident insurance.

14. **Program Management Requirements.** Contractor shall establish and maintain internal program management procedures for the effective administration of its Agreement program, including provision to:

- A. Monitor day-to-day operations;
- B. Periodically review the performance of the program in relation to program goals and objectives; and,
- C. Measure and evaluate the effectiveness and impact of program results in terms of participants, program activities, and the community.

When Contractor finds that its program operations do not equal planned performance, it shall develop and implement appropriate corrective action and seek to improve its overall program management and effectiveness.

SPECIAL CONDITIONS
Workforce Investment Act
(Purchase of Services)

15. **Financial Management Requirements.** Contractor shall comply with Office of Management and Budget Circular A-110 pertaining to standards for financial management systems in federally funded activities. Pursuant thereto, Contractor shall establish and maintain a financial management system providing:
- A. accurate, current, and complete disclosure of financial information pertaining to its Agreement program in accordance with County, State, or Federal reporting requirements;
 - B. effective control over and accountability for all Agreement funds, property, and other assets; and,
 - C. the ability to evaluate the effectiveness of program activities.

Contractor shall adequately safeguard all Agreement funds, property, and other assets and shall ensure that they are used solely for purposes authorized under this Agreement.

16. **Property Management Requirements.** Contractor shall comply with applicable requirements established by County or the U.S. Department of Health and Welfare governing the ownership, use, and disposition of WIA equipment. Contractor shall establish a control system to ensure adequate safeguards to prevent loss, damage, or theft to WIA property, including WIA equipment. Contractor shall investigate and fully document any loss, damage or theft to property. Notwithstanding Paragraph 3.(a) (Retention of Records), page 1, of the General Conditions, Contractor shall retain such property records for three years after the disposition of such equipment or property.
17. **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 County or the California Employment Development Department for such procurements with Agreement funds, including Office of Management and Budget Circular A-110. Pursuant thereto, Contractor shall:
- A. Maintain a code or standards 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.
 - B. Conduct all procurement transactions in a manner so as to provide maximum open and free competition and prevent conflicts of interest of noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade.

SPECIAL CONDITIONS
Workforce Investment Act
(Purchase of Services)

- C. 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.
- D. Utilize, 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 impracticable and unfeasible to use formal advertising, as when:
- 1) the public exigency will not permit the delay incident to advertising;
 - 2) the material or service is available from only one person, firm, or other sole source;
 - 3) the procurement involves a contract for personal or professional services or any service rendered by an educational institution; or,
 - 4) 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 will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors.

18. **Legal Remedies.** Contracts in excess of the simplified acquisition threshold shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate.
19. **Nepotism.** Contractor shall comply with the Federal restriction prohibiting nepotism (20 CFR Part 667, Section 667.200). Pursuant thereto, Contractor shall not hire any person in an administrative capacity or staff position funded under this Agreement if a member of the person's immediate family is already employed in an administrative capacity by Contractor.
20. **Sectarian Activities.** Contractor shall comply with the Federal restriction prohibiting sectarian activities [29 USC 1577 Section 167(a)(3)]. Participants shall not be placed in subsidized employment and/or training for the construction, operation or maintenance of that portion of any facility used or to be used for sectarian instruction or as a place for religious worship.

SPECIAL CONDITIONS
Workforce Investment Act
(Purchase of Services)

21. **Davis-Bacon Wage Rates.** Contractor shall comply with applicable regulations of the U.S. Department of Labor regarding payment of prevailing wage rates to all laborers and mechanics employed by Contractor or any subcontractor in any construction, alteration, or repair, including painting and decorating, of projects, buildings or works which are assisted under this Agreement, in accordance with the Davis-Bacon Act, (40 U.S.C. 3141, et. seq.)
22. **Final Contract Closeout.** In the event that the services provided by Contractor under this Agreement are not purchased by County under a new contract following termination of the within Agreement, Contractor shall comply with final contract closeout procedures as follows:
 - A. Contractor shall provide and submit to County, within 45 days following the termination of this Agreement, all financial, program, performance, and other reports required by County under this Agreement.
 - B. Contractor shall account for any WIA equipment/property, including supplies and materials (if any) loaned by County to Contractor under this Agreement.
 - C. This Agreement may be amended to extend the term for up to 45 days to allow Contractor to initiate a final closeout of this Agreement, prepare the above-specified reports, and submit said reports to County.
23. **WIA Participants Complaints.** Contractor shall provide a process through which WIA participants shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services.
24. **Refugees.** Contractor shall abide by the provisions of State Department of Social Services Manual of Policies and Procedures, Division 21, and the Welfare and Institutions Code section 1000, which prohibits discrimination against any authorized refugee recipient on the basis of race, national origin or ancestry, religion, sex, marital status, political affiliation, or physical and mental condition.
25. **No Monetary Inducements.** Contractor certifies and agrees that no monetary compensation of any kind will be offered or promised to induce employers to hire WIA participants.
26. **Debarment and Suspension Certification.** By signing this Agreement, Contractor or grantee hereby certifies under penalty of perjury under the laws of the State of California that Contractor or grantee will comply with regulations implementing Executive Orders 12549 Debarment and Suspension (29 CFR Part 98, Section 98.510) and 12689 Debarment and Suspension. These sections provide that the prospective participant (i.e. grantee) to the best of its knowledge and belief, that it and its principals:

SPECIAL CONDITIONS
Workforce Investment Act
(Purchase of Services)

- A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Department or Contractor;
 - B. have not within a three-year period preceding this Agreement been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under public transaction, violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - C. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph B of this certification;
 - D. have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause of default;
 - E. where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.
27. **Lobbying Restriction.** By signing this Agreement, Contractor hereby assures and certifies to the lobbying restrictions as set forth in 29 CFR Part 93, that:
- A. no Federal appropriated fund had 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 an Contractor, a Member of Congress, 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, continuations, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
 - B. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Contractor, a Member of Congress, and officer or employee of Congress, or any 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 (Exhibit 1), "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 contract/grant transaction of over \$100,000 (per OMB) at all tiers including subcontracts, subgrants and subrecipients shall certify and disclose accordingly;

SPECIAL CONDITIONS
Workforce Investment Act
(Purchase of Services)

D. this certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Failure to comply with these requirements may result in suspension of payments under the subgrant/contract or termination of the subgrant/contract, or both, and the Contractor or grantee may be ineligible for award of future State grants/contracts if the Department determines that any of the following have occurred: 1) false information on the certification, or 2) violation of the terms of the certification by failing to carry out the requirements noted above.

28. **Assurance of Non-Duplicative Billing.** Contractor shall ensure that all amounts billed for services under this Agreement shall not be billed under any other contract that provides the same services to the same clients.

29. **Patent Rights.** Contractor shall comply with requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this contract. [29 CFR 95.36(a-d), and 95.48, Appendix A-5].

30. **Intangible property.**

A. Per OMB Circular A-110 Subpart C Section 36, the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. DOL reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

B. Recipients are subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.

C. DOL has the right to:

- 1) Obtain, reproduce, publish or otherwise use the data first produced under an award;
and
- 2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

SPECIAL CONDITIONS
Workforce Investment Act
(Purchase of Services)

D. In addition, in response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under an award that were used by the Federal government in developing an agency action that has the force and effect of law, the DOL shall request, and the recipient shall provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the DOL obtains the research data solely in response to a FOIA request, the agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the agency, the recipient, and applicable subrecipients. This fee is in addition to any fees the agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

- 1) The following definitions apply for purposes of this paragraph D:
- 2) Research data is defined as the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This recorded material excludes physical objects (e.g., laboratory samples). Research data does not include:
 - a. Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and
 - b. Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.
- 3) Published is defined as either when:
 - a. Research findings are published in a peer-reviewed scientific or technical journal;
or
 - b. A Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.
- 4) Used by the Federal Government in developing an agency action that has the force and effect of law is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

SPECIAL CONDITIONS
Workforce Investment Act
(Purchase of Services)

- E. Title to intangible property and debt instruments acquired under an award or subaward vests upon acquisition in the recipient. The recipient shall use that property for the originally-authorized purpose, and the recipient shall not encumber the property without written approval of the grant officer. When no longer needed for the originally authorized purpose, disposition of the intangible property shall occur in accordance with the provisions of 95.34(g).

[59 FR 38271, July 27, 1994, as amended at 65 FR 14407, 14410, Mar. 16, 2000]

ATTACHMENT A

Contract Number: 18-252-4

Chabot-Las Positas Community College District

Assessment Center and Skills Training Services

Revised Budget of Estimated Program Expenditures 2013-2014

- A. OneStop Assessment and Proctoring Services, Matrix Learning Trainings:
\$152,880

- B. Project Coordination and Oversight, Program Reporting, Training and Technical Assistance:
\$ 32,020

- C. Skills and Job Search Training:
\$ 21,600

- D. WorkKeys and KeyTrain Assessments, Annual License Renewals and Associative Costs:
\$ 8,500

Grand Total (Items A – D above): \$215,000

Initials: _____
Contractor County



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: April 22, 2014

Subject: Contract amendment with Chabot - Las Positas Community College

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with Chabot - Las Positas Community College District to increase the payment limit by \$25,000 for a total payment limit of \$215,000, to provide training and technical assistance to staff and increased assessment proctoring services to job seekers, with no change to the contract term of July 1, 2013 through June 30, 2014.

FISCAL IMPACT:

\$215,000; 100% Federal - \$193,400 Workforce Investment Act (WIA) Funds, \$12,000 WIA Dislocated Worker Funds, and \$9,600 WIA Adult Funds.

BACKGROUND:

Contra Costa County is contracting with Chabot – Las Positas Community College District to provide assessment proctoring services to job seekers, and training and technical assistance to both the Workforce Development Board of Contra Costa County staff and EASTBAY Works One-Stop Career Centers (One-Stop) staff to support the use of KeyTrain®, WorkKeys®, and related career assessments tools at the County One Stops. Chabot - Las Positas Community College District has already met and exceeded the contract goals for skills assessment established in the

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 04/22/2014 APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES 5 NOES _____
ABSENT _____ ABSTAIN _____
RECUSE _____

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: April 22, 2014
David J. Twa, County Administrator and Clerk of the Board of Supervisors

Contact: Stephen Baiter, 2-6820 By: Chris Heck, Deputy

cc:

BACKGROUND: (CONT'D)

original contract. The demand for assessment services, and the critical role assessment services play in assisting unemployed adults secure employment requires that the WDB provide additional resources in this contract amendment for continued success. The funding for this contract breaks down as follows: \$12,000 WIA Adult, \$9,600 WIA Dislocated Worker, \$193,400 Workforce Investment Act Funds. (#18-252-4)

CONSEQUENCE OF NEGATIVE ACTION:

Job seekers will have virtually no access to essential assessment services critical to competing for jobs in the current labor market.

CHILDREN'S IMPACT STATEMENT:

This Contract will support two of the five community outcomes established in the Children's Report Card, 3) "Families that are Economically Self Sufficient" and 4) "Families that are Safe, Stable and Nurturing" by upgrading job skills and providing opportunity for employment to move toward self sufficiency.