

**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 #: 14717 Budget Year: 2018

Acct #	Fund #	Dept #	Program #	Subclass #	Project / Grant #	Amount to be Encumbered	Total Contract Amount
610341	10000	320405	32000		SSGPCP161701718	\$374,197.00	\$374,197.00

Justification if partial encumbrance or liquidation requested: Allocation of Federal WIA funds (CFDA #s:17.258; 17.259; 17.278) for PY 17-18 is not sufficient to fully fund the Board of Supervisors approved contract level per Minute Order dated: 3/7/17

Federal Funds Waiver #: F 563-C Contract Maximum: \$374,197.00

Procurement Contract Begin Date: 7/1/17 Expire Date: 6/30/18 Period of Funding From: 7/1/17 To: 6/30/18

Department Contact: Jennifer Mitchell Telephone #: 510-259-3829 QIC Code: 50306
Sally Ianiro 510-267-6633 23501

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: WIOA 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	\$388,879.00				
Amount of Encumbrance	\$374,197.00				
File Date	3/7/17				
File / Item #	N/A / 6				
Reason	Board approval				

Funding Source Allocation:	Federal - CFDA #: <u>See Exhibit B</u>	State	County
	\$ 374,197.00	\$	\$

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 Contract 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:

Alcoveb 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

STATEMENT OF WORK-ONE STOP CAREER CENTER

Las Positas Community College District hereinafter referred to as “CONTRACTOR” shall, pursuant to the provisions of this Contract and the Workforce Innovation and Opportunity Act, provide One-Stop Career Center/America’s Job Center of California (hereinafter AJCC) services.

I. PROGRAM SYSTEM OVERVIEW

The Workforce Innovation and Opportunity Act (WIOA) of 2014 was implemented effective on July 1, 2015 and full compliance was effective July 1, 2017. WIOA is designed to help job seekers access employment, education, training, and supportive services to succeed in the labor market, compete in the global economy and to provide employers with qualified candidates who possess the skill sets required to meet the needs of employers.

The purpose of WIOA as described in the Act is as follows:

1. Increase access to employment, education, training and supportive services that individual job seekers require, especially for individuals with barriers to employment.
2. Support the alignment of workforce development, education, and economic development systems, in support of a comprehensive, accessible, and high-quality workforce development system.
3. Improve the quality and labor market relevance of workforce investment, education, and economic development efforts.
4. Promote improvement in the structure and delivery of services.
5. Increase the prosperity of workers and employers.

In addition, WIOA provides workforce development activities that increase employment, retention, and earnings of participants, and increase postsecondary credential attainment to 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.

WIOA places more emphasis on training and requires that 30% of the Adult and Dislocated Worker funds are spent on workforce training programs as follows:

1. Occupational skills training, including training for non-traditional employment
2. On-the-job training
3. Programs that combine workplace training with related instruction, which may include cooperative education programs
4. Training programs operated by the private sector
5. Skill upgrading and re-training
6. Entrepreneurial training
7. Incumbent worker training

8. Transitional jobs for individuals with employment
9. Job readiness training
10. Adult education and literacy activities
11. Pre-apprenticeships/Apprenticeships
12. Customized training with a commitment by an employer or group of employers to employ an individual upon successful completion of training

In California, One-Stop Career Centers are branded as the AJCCs. The WIOA State Plan strengthens the AJCC's role in being an access point for education and training programs to facilitate the acquisition of demand-driven skills and laid out the following road map in alignment with WIOA:

1. Foster demand-driven skills attainment to produce a million middle-skill industry-valued and recognized postsecondary credentials through the completion of apprenticeships, professional licenses and industry-valued Associate degrees;
2. Enable upward mobility for all Californians;
3. Align, coordinate and integrate program services with mandated Title I-IV partners, as well as other relevant State and Federally funded workforce, education and human services programs;
4. Facilitate regional coordination and alignment of career pathways along and around regional labor markets;

The Alameda County Workforce Development Board

The Alameda County Workforce Development Board (ACWDB) is charged with developing and maintaining a workforce development system under the WIOA in the Local Workforce Development Area (LWDA). The ACWDB's LWDA includes all of Alameda County outside the city of Oakland. The workforce development 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 will serve as a leader for workforce activities for a designated sub-region of Alameda County. Local convening of community partners, sharing of information and other cross referrals, and joint planning is expected to ensure non-duplication of services.

II. CONTRACTOR OBLIGATIONS

Contractor, as an AJCC Operator, will provide programs and services within a sector/occupational framework via a streamlined service system that empowers individuals through information and access to training resources. Contractor will provide universal access to Adult Basic Career Services, and coordinate with the Alameda County Business Development Group (ACBDG) to meet the needs of employers, and the Youth Services Providers to improve services to youth. Contractor will provide services as directed by the ACWDB for discretionary grants:

A. PROGRAM OPERATIONS – AJCC

1. **Staffing.** Contractor will maintain sufficient and appropriate staffing levels to ensure the provisions of all required services under this contract. Contractor will provide ACWDB 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 an AJCC partner(s).
 - a. Contractor will ensure that all staff is provided periodic training to ensure that staff assignments are clear, and that WIOA and ACWDB mandates and goals are incorporated into AJCC operations.
 - b. Contractor will ensure that appropriate staff will attend mandatory meetings and training. Local and regional training and meeting attendance will be monitored by the ACWDB. At a minimum, Contractor will attend:
 - 1) Alameda County Workforce Development Board Meetings
 - 2) Program Operators Meetings
 - 3) ACWDB Committee Meetings
 - 4) EASTBAY *Works* Meetings & Regional Training
 - 5) Management Information Systems (MIS) Training
 - 6) Other meetings/training as directed by ACWDB

Contractor is encouraged to host quarterly partner meetings, and provide agendas to the ACWDB Program Liaison.

2. **Policies and Procedures.** Contractor will adhere to ACWDB Action Bulletins that serve to notify AJCC Operators of new or amended State, Federal, or local regulations. All current Action Bulletins can be found on the ACWDB website. The following are policies and procedures of particular importance to AJCC operations:
 - a. Contractor will maintain policies and procedures to ensure non-discrimination on the grounds of race, color, religion, sex (including pregnancy, childbirth and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency) age, disability, marital status, political affiliation or belief. Contractor will prominently display "Equal Opportunity is the Law" posters that explain this policy.

Additionally, Contractor must take reasonable steps to ensure that communications with individuals with disabilities are as effective as communications with others. This means that, upon request, and at no cost to a disabled individual, Contractors are required to provide appropriate auxiliary aids and services.

- 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 ACWDB.
- c. Contractor will utilize the ACWDB or Social Services Agency's language access policies and procedures to translate materials into other languages and formats to meet the needs of its non/limited-English-speaking and disabled participants.
- d. Contractor will adhere to the ACWDB policy on the Priority of Service for WIOA Adults, which specifically prioritizes services to low-income individuals/families, job seekers with limited English capabilities, adults with basic skills deficiency, and Veterans and spouses of certain Veterans.

- e. Contractor will ensure that its physical site/location is compliant with the Americans with Disabilities Act (ADA) requirements as demonstrated by certification from the Department of Rehabilitation, and through a biennial self-assessment submitted to the Employment Development Department (EDD) Equal Employment Opportunities (EEO) Division.
 - f. Contractor will use CalJOBS which 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) activities. The CalJOBS 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.
 - g. **Recapture Policy** – Contractor will be subject to the Recapture Policy as approved by the ACWDB a 6-month review of program expenditures.
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 I financially assisted program or activity is an Equal Opportunity Employer Program. Auxiliary aids and services are available upon request to individuals with disabilities.”*
 4. **Communications and Social Media.** Contractor will actively participate in ACWDB communication efforts, adhering to the guidelines set by ACWDB members and/or staff. Contractor will provide three client success stories per quarter, in alignment with the program year. All client success stories are due at the end of the quarter, for a total of 12 client success stories per program year. Contractor will also participate in ACWDB’s social media campaign efforts and submit relevant information as requested.
 5. **Sub-Contracting.** Contractor will receive written approval from ACWDB staff prior to entering into any sub-contract 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 ACWDB staff.
 6. **Memoranda of Understanding (MOU).** Contractor will comply with the MOUs with partners to meet the needs of the local workforce or employers. Contractor will develop MOU with partners providing leveraged resources and provide samples to the ACWDB. Per State directives and under ACWDB staff direction, Contractor will also comply with WIOA required MOUs between AJCCs and mandated partners. Contractors will maintain existing MOUs for non-mandated partners or employers or until WIOA MOUs are initiated. Contractor will utilize CalJOBS to track partner services and referrals.
 7. **Supportive Services.** – Contractor will utilize a written Supportive Services Policy that meets the guidelines outlined in the ACWDB 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.
Contractor will document the utilization of 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 dollars. Documentation of use of non-WIOA dollars will be required as part of the annual fiscal review.

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. Services shall be targeted to the following area: Dublin, Pleasanton, Livermore and Sunol.

Location and Hours of Operation – Contractor will list the agency location and hours of operation for all WIOA services:

Name/Location: Tri-Valley One-Stop (TVOS)

Type of Site (One Stop Center, Satellite): One Stop Career Center

Address: 6300 Village Parkway, Suite 100

City, State, Zip Code: Dublin, CA 94568

Phone Number: (925) 560-9431

Fax Number: (925) 560-9457

Web Address: www.trivalleyonestop.org

Hours of Operation: Monday, Tuesday, Thursday 9am-5pm; Wednesday 9am-7pm

Contact Person: Sarah Holtzclaw, Program Manager

Contact Person Phone Number: (925) 560-9439

Email: sholtzclaw@clpccd.org

2. **Industry and Occupational Strategies.** WIOA requires that Local Workforce Development Boards (LWDBs) align training programs, resources, and planning efforts around industry sectors that drive regional employment, in order to connect services and training directly to jobs. WIOA also gives allowance to LWDBs to determine whether an industry or occupation is in-demand

In alignment with WIOA, and the State plan, the ACWDB has adopted an Industry Sector and Occupational Framework (ISOF). The ISOF is designed as a tiered model to meet the needs of both employers and job seekers. Additionally, the ISOF provides the flexibility required by the WIOA, which mandates that the workforce

development system meets the needs of employers while also serving job seekers and individuals with barriers to employment.

Contractor will provide industry and occupational-based programs and services within ACWDB's ISOF. Contractor will use Labor Market Information (LMI) to guide the industry and occupational service delivery in ACWDB's ISOF. ACWDB staff will make informational resources available to assist in complying with ACWDB's ISOF.

Industry and occupational-based strategies including training must result in industry-recognized certificates or credentials, and job seekers will receive relevant certificates, degrees and appropriate services to meet the needs of employers.

ACWDB's ISOF is as follows:

Tier I- ACWDB's Priority Industries:

1. Health Care and Social Assistance
2. Professional, Scientific and Technical Services
3. Construction
4. Advanced Manufacturing/ Transportation and Warehousing Cluster

Tier II- ACWDB's Priority Occupations:

1. The occupation demonstrates growth
2. The occupation's wage exceeds \$19.20/hour

Tier III- Participant Priority Occupations - Tier III of the new ISOF grants flexibility to the job seeker client, by allowing the job seeker client the freedom to choose their desired occupation, so long as it meets the same criteria in Tier II of the ISOF:

1. The occupation demonstrates growth
2. The occupation wage exceeds \$19.20/hour

3. **Adult and Dislocated Worker Career Services.** The service delivery system consists of Adult Basic Career Services, Individualized Career Services, Training Services and Follow-Up Services.

a. **Adult Basic Career Services**

Adult and Dislocated Workers may participate in Adult Basic Career Services. These services should be industry and occupationally focused, as noted above in the discussion of ACWDB's ISOF. Adult Basic Career Services consist of the following:

- 1) Determination of WIOA eligibility to receive services.
- 2) Outreach, intake, and orientation to the services available through the AJCC delivery system.
- 3) Initial assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities (including skills gaps), and supportive service needs.
- 4) Labor exchange services, including the following:

- i. Job search and placement assistance, and career counseling, such as the information on in-demand industry sectors and occupations as well as non-traditional employment.
- 5) Referrals to, and coordination of activities with, other programs and services, including programs and services within the AJCC delivery system and other workforce development programs in the designated sub-region.
- 6) Workforce and labor market employment statistics information, including information relating to local, regional, and national labor market areas, including the following:
 - i. Job vacancy listings and the job skills necessary to obtain them.
 - ii. Information on local in-demand industries occupations and the earnings, skill requirements, and opportunities for advancement that accompany them.
- 7) Information on performance and program cost of eligible providers of training services, youth workforce development activities, adult education, career and technical education activities at the postsecondary level, career and technical education activities available to school dropouts, and information about vocational rehabilitation services.
- 8) Information regarding how the local area is performing on the local performance accountability measures and any additional performance information with respect to the AJCC delivery system in the local area.
- 9) Information on, and referral to, supportive services or assistance, including the following:
 - i. Child care, child support, medical or child health assistance;
 - ii. Food assistance under the Supplemental Nutrition Assistance Program (SNAP)/CalFresh;
 - iii. Assistance through the earned income tax credit;
 - iv. Public Assistance under State/Federal program for Temporary Assistance for Needy Families (TANF)/CalWORKs;
 - v. Other supportive services and transportation available in the local area.
- 10) Directing job seekers to information and assistance regarding filing claims for unemployment compensation.
- 11) Assistance in establishing eligibility for programs of financial aid assistance for training and education programs that are not funded under WIOA.

b. Individualized Career Services

Adults and Dislocated Workers shall participate in industry sector and occupational focused Individualized Career Services as designated in the new ISOF model. Participants enrolled in Individualized Career Services must have a resume in the CalJOBS system. Individualized career services consist of the following:

- 1) Comprehensive and specialized assessments of the skill levels and service needs of Adult and Dislocated Workers, which may include the following:
 - i. Diagnostic testing and use of other assessment tools
 - ii. In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals

- 2) Development of an individual employment plan using the CalJOBS system to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals, including providing information on eligible providers of training services and career pathways to attain career objectives.
- 3) Group counseling
- 4) Individual counseling
- 5) Career planning
- 6) Short-term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training
- 7) Internships and work experiences linked to careers
- 8) Workforce preparation activities
- 9) Financial literacy services
- 10) Out-of-area job search assistance and relocation assistance
- 11) English language acquisition and integrated education and training programs
- 12) Utilize Metrix Online Learning Tool

c. Training Services

Adults and Dislocated Workers shall participate in ACWDB's ISOF focused Training Services. Training services consist of the following:

- 1) Occupational skills training, including training for non-traditional employment
- 2) On-the-job training
- 3) Incumbent worker training
- 4) Programs that combine workplace training with related instruction, which may include cooperative education programs
- 5) Training programs operated by the private sector
- 6) Skill upgrading and re-training including online options: e.g. Metrix Online Learning Tool
- 7) Entrepreneurial training
- 8) Transitional jobs
- 9) Job readiness training provided in combination with another training service
- 10) Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with another training services
- 11) Referral of individual job seekers who qualify for customized training to ACWDB's Business Services Unit, which requires a commitment by an employer or group of employers to employ an individual upon successful completion of the training

c.1 Eligibility for training includes:

- a) Applicant is assessed to have the skills and qualifications to successfully participate in the selected program of training services;

- b) Applicant has identified training in a demand occupation per ACWDB's ISOF;
- c) Applicant has completed a performance appraisal of the training vendor, including cost estimates, and has visited the prospective training site/school;
- d) Training is on the Eligible Training Provider List (ETPL) and leads to an industry recognized certificate or credential;
- e) Applicant is not eligible for other grant assistance for training services.

WIOA funding for training is limited to participants who are unable to obtain grant assistance from other sources and must be the last resort for training dollars. Contractor will 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 training funds, and/or Federal Pell Grants, or that other training funds available are not sufficient to cover the training available to the participant.

Contractor will monitor and document the applicant's training and enrollment process including, but are not limited to, the following activities: Individual Training Account, On-the-Job Training and Training Services Characteristics.

c.2 Individual Training Account (ITA)

Contractor will:

- a) Fill out the application and submit to designated Vendor Pay Agent;
- b) Prepare contract with the vendor; obtain signed contract from vendor;
- c) Secure copy of vendor's refund policy for early termination of client from the training program;
- d) Determine start date;
- e) Collect participant's attendance performance from the vendor; determine any early termination and potential for return of WIOA funds;
- f) Maintain contact with participant to ensure training is progressing as proposed and that participant is not in need of additional assistance;
- g) Document appropriate exit strategies for participant;
- h) Maintain copies of certificates of completion or diplomas received in participant files;
- i) Use CalJOBS for online tracking of participant's progress;
- j) Administer Client Satisfaction Surveys.

c.3 On- the- Job Training (OJT)

The Employer Services Hub/Alameda County Business Development Group (ACBDG) is primarily responsible for marketing OJTs to potential employers. AJCCs will coordinate with ACBDG to facilitate OJTs on behalf of job seekers.

- a) ACBDG will support negotiation of Master Agreements with employer and immediately inform nearest sub-regional AJCC when Agreement is signed.

- b) ACBDG will communicate information on immediate job openings and skills needed by employer directly to AJCCs.
- c) Contractor will match job seekers to open positions with employers interested in OJT contracts.
- d) With assistance from ACBDG, Contractor will develop and monitor OJT contracts.
- e) Reverse referrals, where the employer has already identified a candidate they wish to hire, can only be used *once* per employer.

c.4 Apprenticeships

Contractor will:

- a) Market existing apprenticeship programs to job seekers.
- b) Engage in efforts to coordinate and operationalize apprenticeship training opportunities and may work with the Division of Apprenticeship Standards (DAS) to coordinate existing apprenticeship programs or launch new programs.
- c) Collaborate with the ACBDG to identify employers interested in apprenticeship models, on the behalf of the job seeker.
- d) Direct training providers that are interested in the apprenticeship model, to the ETPL.

c.5 Training Services Characteristics

Training services should align with the State Plan's goals to increase apprenticeship training and middle-skill industry-valued and recognized postsecondary credentials. Training services should also align with work-earn, work-learn and career pathway strategies. Training services shall be in ACWDB's ISOF. Training shall maximize consumer choice in the selection of an eligible provider. Training services may include:

- a) Occupational Skills Training
- b) OJT
- c) Programs that combine workplace training with related instruction – cooperative education programs
- d) Private Sector Training Programs
- e) Skill Upgrading & Re-training
- f) Cohort and/or certificated training opportunities delivered through a broader range of community colleges or WDB's within the region and the host of University Extension programs
- g) Entrepreneurial Training
- h) Job Readiness Training
- i) Adult Education and Literacy Activities in combination with Training
- j) Customized Training

d. Follow-Up Services

Contractors are required to ensure the availability of post-exit follow-up services for 4 quarters after the participant exits from WIOA program participation. These follow-up services must be documented through the CalJOBS system through completion of Follow-Up forms and case notes. It is vital that data is captured regarding:

- 1) Continued employment;

- 2) Educational achievement; and
- 3) Industry-recognized certificates and credentials for former WIOA participants.

Services that may be offered through follow-up include:

- 1) Job search and placement assistance
- 2) Career counseling
- 3) Referral to community services
- 4) Tracking progress on the job
- 5) Work-related peer support groups
- 6) Assistance with work-related problems

If a former WIOA participant require services outside the scope of those listed here, AJCCs may assess to determine the appropriateness of referring the individual to re-apply and re-enroll in WIOA-funded services.

4. **System Coordination.** Contractor will work collaboratively with ACWDB Service Providers to meet the workforce development needs of job seekers and employers and to achieve program goals and performance outcomes.
 - a. **Contractor Engagement with ACBDG:**
 - 1) Refer qualified candidates to ACBDG's open positions with employers as posted in CalJOBS and announced through Hot Jobs; inform ACBDG of job-ready candidates so they can conduct warm hand-off to employers.
 - 2) Hold regular site visit meetings with ACBDG Business Service Representatives to discuss open job orders, qualified candidates ready for referral, OJT opportunities, and other relevant service delivery issues (see attached Form: Site Visit Itinerary).
 - 3) Refer employers to ACBDG to receive full menu of employer services.
 - 4) Partner with ACBDG to develop and plan strategies for On-Site Recruitment events (OSRs), job fairs and other events.
 - 5) Outreach to job seekers to attend quarterly employer presentations organized by ACBDG either on-site or at other designated locations, and that particularly address ACWDB's priority industries in the ISOF's Tier I and Tier II.
 - 6) Share ACBDG's report on employer feedback with staff and job seekers to inform them on current in-demand skills and pathways.
 - 7) Provide local ACBDG Business Service Representative with marketing literature on Career Center to educate businesses on employment services.
 - b. **Contractor Engagement in the Workforce Development System:**
 - 1) Provide service delivery funded through Discretionary Grants;
 - 2) Collaborate with ACWDB Youth Services Providers;
 - 3) Collaborate within the EASTBAY *Works* regional partnership;
 - 4) Develop partnerships and leverage opportunities with Adult Education & Literacy Providers as required;
 - 5) Develop and leverage partnerships with Regional and other WIOA mandated partners.

5. **Rapid Response.** The primary purpose of Rapid Response as stated in federal guidance is to enable affected workers to return to work as quickly as possible following a layoff, or to prevent layoffs altogether. To accomplish this, the workforce development system must be coordinated, comprehensive, and proactive in communicating with business. This includes providing labor market and workforce information, integrating industry requirements into training strategies and career pathways, brokering relationships and job connections, making services efficient and easy to access, and coordinating with regional partners.

One of the main roles of Rapid Response is to assemble a team of experts from various agencies and partners who will provide an orientation designed to inform Dislocated Workers of benefits and services available to them as a result of their impending dislocation and to assist with rapid re-employment activities, help identify resources, establish linkages, and coordinate with regional partners to reduce duplication of efforts.

As members of the Rapid Response Team, Contractor will provide at a minimum the following services:

- a. Designate staff to participate in Rapid Response orientations for Dislocated Workers to provide information and distribute materials describing AJCC services, WIOA programs or other non-WIOA programs (i.e. discretionary grant programs).
- b. Provide services at multiple locations including: career centers, employer sites, or at another facility designated as a convenient meeting space for the Dislocated Workers.
- c. Follow-up with Rapid Response Coordinator on services provided in response to the initial interest survey provided at orientation.
- d. Provide workshops: resume writing; interview techniques; skills building; job support; labor market information; and other workshops as requested by existing employer or Rapid Response Coordinator and participate in other activities supporting rapid re-employment (e.g. job fairs).
- e. Provide WIOA Adult Basic Career, Individualized Services, Training and Follow-Up Services to Dislocated Workers. Integrate industry requirements into training strategies and career pathways, broker relationships and job connections, and make services efficient and easy to access.
- f. Report placements or services to impacted workers according to data gathering protocol of the Rapid Response Coordinator directly to the Rapid Response Coordinator on a quarterly basis, or as frequently as requested.
- g. Keep Dislocated Worker records and activities up-to-date within the CalJOBS system.

C. STRATEGY AND WORKPLAN (AJCC)

1. Equitable Access Points

Contractor will complete a Work Plan using the template and example below to ensure equitable access to services in your geographical sub-region (use Times New Roman-10 Font)

In your Work Plan include:

- a. Name/Address of community access points
- b. Services that will be provided
- c. Day(s)/time(s) services will be provided at each location.

The Tri-Valley One-Stop intends to work with a number of partner agencies throughout the Tri-Valley. These partners cross our work in one or more of the following ways:

- 1) Organizations that have job developers and/or case managers on their staff serving their specific clients. These partners often cross-refer and share information on employers and events.
- 2) Organizations that serve the public and want to offer job seeking services that where we can offer outreach services
- 3) Organizations that service people with barriers to employment that we can help counsel, cross refer and participating in their events

These partners serve as access points both for potential clients to learn of our services and to be referred to our offices and for One-Stop staff to provide at their site. For many of our partner agencies and organizations, we do not have a set schedule of services provided. We help when it is needed.

We hold a "Partners in Employment" meeting annually that brings together many of the entities who work in the job skill or employment space in the Tri-Valley. This includes many of the organizations below but all also area church programs and other nonprofits who have employment assistance for their clients.

Name/address of Partners Community Access Points	Services to be provided	Day/Time services to be provided.
Tri-Valley One-Stop C.C. 6300 Village Parkway Dublin, CA 94568	WIOA services at all levels are available, including Universal, Career Services—Basis and Individualized, and Training Services	M, T, Th 9 a.m.-5 p.m. Wed., 9 a.m.-7 p.m. Excludes holidays and CLPCCD schedules
Las Positas College 3000 Campus Hill Dr. Livermore, CA 94551	<ul style="list-style-type: none"> • Collaborate with CTE programs to provide support and employer connections • Present job search skills to Work-based Learning classes • Work with LPC radio to produce podcasts and interviews of job search skill advice 	Varies
Alameda County Workforce Development Beyond The Gates/Santa Rita Jail	<ul style="list-style-type: none"> • Shared space with AJCC/Santa Rita Coordinator • Enroll Santa Rita Jail clients in Metrix Learning as needed • Enroll Santa Rita Jail clients in WIOA as needed • Assist in employer services as needed 	Varies
Dublin Library 200 Civic Plaza Dublin, CA 94568	<ul style="list-style-type: none"> • Referrals • Resume and interview skills workshops • Resume review 	In general, every other Tuesday 1-3pm
Livermore Library 1188 S Livermore Ave. Livermore, CA 94550	<ul style="list-style-type: none"> • Referrals • Resume and interview skills workshops for adults and teens • Resume review 	Varies
Castro Valley Adult School 4430 Alma Ave. Castro Valley, CA 94546	<ul style="list-style-type: none"> • Cross-referrals • Many classes on ETPL 	Varies
Dublin Adult School 6901 York Dr. Dublin, CA 94568	<ul style="list-style-type: none"> • Shared Transition Specialist • Cross-referrals • Mock interviews, resume writing, interview skills 	Varies
Livermore Adult School 1401 Almond Ave., #A Livermore, CA 94550	<ul style="list-style-type: none"> • Shared Transition Specialist • Cross-referrals • Collaboration in development of programs 	Varies
Pleasanton Adult School 4665 Bernal Ave. Pleasanton, CA 94566-7499	<ul style="list-style-type: none"> • Shared Transition Specialist • Cross-referrals • Collaboration in development of programs 	Varies
Tri-Valley ROP 1040 Florence Rd. Livermore, CA 94550	<ul style="list-style-type: none"> • Shared Transition Specialist • Cross-referrals, grant partnerships • Collaboration in development of programs • Participation with Tri-Valley Educational Cooperative (TEC) • Connection to employers for various pathway academies 	Varies
Pleasanton Unified School District 4665 Bernal Ave. Pleasanton, CA 94566	<ul style="list-style-type: none"> • Intermediary with Special Education/DOR • Service on Engineering pathway advisory committee • Advisor to TEC groups • Participation in career fairs • Provide Free Tax Preparation for parents of Mariachi Group 	Varies
Dublin Unified School District 7471 Larkdale Avenue Dublin, CA 94568	<ul style="list-style-type: none"> • Provide mock interviews as requested • Present Job Search Strategies as requested • Advisor to TEC groups 	Varies
Las Positas College SOW 17-18 Livermore Unified School District	<ul style="list-style-type: none"> • Advisor to TEC groups 	Varies

Las Positas CalWorks Program	<ul style="list-style-type: none"> • Referrals, resume writing, interview skills when requested 	Varies
Alameda County Food Bank	<ul style="list-style-type: none"> • Referrals for Cal-Fresh 	Varies
Alameda County Social Service Agency (SSA)	<ul style="list-style-type: none"> • Cross-referrals of clients, events and employers • Partners in job fairs 	Varies
CA Employment Development Department (EDD)	<ul style="list-style-type: none"> • Cross-referrals of clients, events and employers • Partners in job fairs • Shared space with out-stationed Veterans' representative 	Varies

2. **Marketing and Outreach Strategies**

- a. Describe how Contractor will actively outreach to job seekers to meet employer demands based on current business trends.

The Tri-Valley One-Stop will do the following throughout the year to outreach to job seekers

- Continue to promote our online job board throughout the community and at Las Positas College
- Continue to work with community partners to bring awareness to jobs, trainings and TVOS' services
- Continue use of social media and e-newsletters to get the word out
- Potentially use online advertising for job fairs
- Partner with Las Positas College to bring employers to campus and to help students with the resume writing and interview skills.

- b. What strategies will Contractor use to upskill current WIOA participants to meet employer needs?

The Tri-Valley One-Stop will do the following to help upskill WIOA clients:

- Utilize WIOA training dollars
- Participation in the HIB program through the end of September 2017
- Develop trainings for certification cohorts such as Customer Service, Job Skill Bootcamp/Launchpad, and CNC. These will also have employer connections and/or job fairs at the end to practice their interview skills and to connect the clients with job immediately

3. **Industry Sector and Occupational Strategies**

Contractor will submit a calendar of services monthly to the ACWDB Program Liaison.

Listed below are the ACWDB Priority Industries. Contractor will list and describe sector and occupational-based programs and services (that may lead to postsecondary credentials, industry recognized certifications, apprenticeships, OJT, placement in middle skilled occupations and/or paid work experience activities) to be provided in the program year. *(Use Times New Roman 10 Font)*

Healthcare and Social Assistance

- 1) Workshops provide information on sectors, with customization for the healthcare industry to meet the

- clients' needs. Workshops with this information and use of sectors as an example include but are limited to: Orientation, CalJobs/ONet, Resume Writing, LinkedIn
- 2) On-site recruitment and guest speakers within the healthcare industry
 - 3) Healthcare industry specific job fairs
 - 4) Participation in community health fairs
 - 5) Targeted employer engagement with the ACBDG

Professional, Scientific and Technical Services

- 1) Workshops provide information on sectors, with customization for the PFTS industry to meet the clients' needs. Workshops with this information and use of sectors as an example include but are limited to: Orientation, CalJobs/ONet, Resume Writing, LinkedIn
- 2) On-site recruitment and guest speakers within the PFTS industry
- 3) Continued partnerships with Las Positas and LLNL in the Engineering Technologist and Cyber Security programs
- 4) Industry specific job fairs
- 5) Targeted employer engagement with the ACBDG

Construction

- 1) Workshops provide information on sectors, with customization for the construction industry to meet the clients' needs. Workshops with this information and use of sectors as an example include but are limited to: Orientation, CalJobs/ONet, Resume Writing, LinkedIn
- 2) Development of construction pathway trainings with Tri-Valley ROP and local adult schools
- 3) On-site recruitment and guest speakers within the construction industry
- 4) Construction industry specific job fairs
- 5) Targeted employer engagement with the ACBDG

Advanced Manufacturing/Transportation & Warehousing Cluster

- 1) Workshops provide information on sectors, with customization for the advance manufacturing/transportation industry to meet the clients' needs. Workshops with this information and use of sectors as an example include but are limited to: Orientation, CalJobs/ONet, Resume Writing, LinkedIn
- 2) On-site recruitment and guest speakers within the advance manufacturing/transportation industry
- 3) Participation in manufacturing day in the Tri-Valley
- 4) Industry specific job fairs
- 5) Targeted employer engagement with the ACBDG

4. Partners

List all partner agencies. If the partner is providing a leveraged resource, a local agreement must be submitted to the ACWDB liaison as well. (*Use Times New Roman 10 Font*)

Name of Partner Agency	Activity/Resource
Alameda County SSA	We work together with employers in the region that hire lower-wage employees that may fit the CalWorks profile. Our office can be used for SSA recruitment events, trainings and meetings. We co-host occasional events in the region and cross-refer others. We are looking for ways to have more dual enrollments and raise the level of partnership.
California Dept. of	We have a co-location partnership with the Department of Rehabilitation

Rehabilitation	that includes co-referrals. We play an intermediary role between the school systems and DOR to connect their special education students with services.
California Employment Development Department	EDD veteran services is co-located or out-services at TVOS, once a month, though it used to be more often. We participate in hiring events together, cross-refer as well as co-enroll clients. We are pursuing more opportunities to have a higher EDD profile in the Tri-Valley.
Camp Parks Reserves Force Training	We partner with Camp Parks on hiring events as well as offering our workshops to their soldiers during their weekend trainings.
City of Dublin	We collaborate with the City of Dublin on marketing and events. We track our clients and interaction with Dublin residents as we are grantee of the City.
Chabot College	As a part of the Chabot-Las Positas district, we work with Chabot for targeted programs and trainings as well as collaborate on events. We will look to collaborate more with pathway programs.
Castro Valley Adult School	We offer cross-referral to Castro Valley Adult School. We work together on the Mid-Alameda County Consortium.
City of Livermore	We collaborate with the City of Livermore on marketing and events. We track our clients and interaction with Dublin residents as we are grantee of the City.
City of Pleasanton	We collaborate with the City of Pleasanton on marketing and events. We track our clients and interaction with Dublin residents as we are grantee of the City.
Contra Costa County WIB	As we are close to the Contra Costa County, we offer un-counted services to many CCC residents. Staff cross refer both clients and employers. We work together as part of the Eastbay Works consortium.
Dublin School District – Adult School	We offer workshops, seminars and mock interviews to the Dublin Adult School. We will collaborate on basic skills programs and high school equivalencies in the coming year.
Head Start	We offer workshops to the local Head Start schools. We also participate in resource fairs for the families.
Horizon Family Services	We offer workshops to the local Horizon Family Services. We also participate in resource fairs for the families.
La Familia Community Services	We offer workshops to the local La Familia. We have offered our space to their clients and participate in similar regional groups.
Las Positas College	As a part of the Chabot-Las Positas district, we work with closely with LPC. We are planning to expand the LPC Career Center and its website. We work with departments for career fairs, offer ourselves as guest speakers and training on job search strategies. We collaborate with their Work-Based Learning Coordinators and CTE programs. We collaborate with the Veteran
Pleasanton Unified School District – Adult School	We offer workshops, seminars and mock interviews to the Dublin Adult School. We also provide free tax preparation to families through their Mariachi Program.
Tri-Valley ROP	We are collaborating on a partnership with the ROP and area adult schools to house a Transition Specialist as well to develop programs to benefit their adult students and our clients/potential clients
U.S. Bureau of Prisons	We partner with the Federal Corrections Institution in Dublin to offer job search strategies and resume writing to inmates.
Various job clubs in the region	We partner with other job clubs and organizations with employment coordinators in the region that that we are all aware of each other, see the same issues and can share, as well as help each other's clients.

5. Connection to the Community

Contractor will provide services to WIOA and ACWDB identified priority and special populations. Describe how Contractor will target and provide services to the following populations:

a. Veterans and eligible spouses:

We are working with the EDD Veteran services who are co-located in our offices once a month as well as on demand when requested by EDD staff. We work with the Veterans Resource Center at Las Positas College for the Engineering Tech program for the Lawrence Livermore National Labs. We also partner with the Camp Parks Reserves Force Training Area in Dublin to provide hiring fair coordination and workshops.

b. CalWORKs participants, individuals who are low income and/or, basic skills deficient:

We will work with the CalWorks office at Las Positas College. We collaborate as much as possible with the SSA though no services are actually available in the Tri-Valley to-date. We will be targeting low-income and CalWorks populations in a collaboration with the Tri-Valley ROP to job skill workshops, certification programs and targeted job fairs for employers who need lower-skilled staff.

c. Re-entry citizens (individuals with previous convictions):

We are working with the AJCC-Santa Rita via the ACWDB to provide office space as well as coordination of Metrix online learning for Santa Rita inmates, prerelease. We are providing data entry coordination in CalJOBS and employer referrals as needed for the same population.

We also partner with the Federal Bureau of Prisons to counsel inmates from the Dublin Facility on resume writing, job fair strategies and interview skills.

d. Individuals with disabilities (increasing access to services):

We used to have a co-location partnership with the Department of Rehabilitation. However, the DOR staff has been non-existent in our region. We cross-referral and co-enroll as we can. DOR has a new contractor who will be using our office as needed until DOR staff is available. We also play an intermediary role between the school systems and DOR to connect their special education students with services.

e. Other: Include any other WIOA identified priority populations Contractor will target; i.e. foster youth, English language learners, single parents, migrant and seasonal workers, homeless individual and the long-term unemployed.

Long-term unemployed:

TVOS will target this population through other our partner community agencies through the community. Over 50% of our clients are referrals, including friends, family and other organizations. We also co-refer clients to other job clubs in the region who help the long-term unemployed. We currently work with the Dublin and Livermore libraries as well as cross-refer to the volunteers at the Pleasanton library. We will seek out opportunities to market our services to the community where this population may see the messages.

Community College Students:

We are targeting college students completing their certificates and degrees, offering services to them as they get ready to use their degrees.

6. Technology

Discuss how Contractor will utilize technology to improve services, increase access to services; expand capacity, etc.

- TVOS has a robust website with information for both the job seekers and employers.
- TVOS's website has an online job board open to the public, and free for employers to post for free
- There is a series of Tip Sheets on the website for job seekers to utilize outside the One-Stop
- TVOS uses social media (Facebook, Twitter and LinkedIn) to communicate with the public, whether they are clients or not.
- TVOS has recently launched a e-newsletter for both job seekers and employers
- As funding becomes available, we will develop our orientation as a series of videos to be put online so job seekers can access the information at home.

7. Staffing

Provide an Organizational Chart, Staff Roster with Names, Job Titles, Email and Phone numbers or list them below:

Staff		
Name	Job Title	Contact Information
Sarah Holtzclaw	Program Manager	sholtzclaw@clpccd.org 925-560-9439
Sharon Schuyler	Job Developer	sschuyler@clpccd.org 925-560-9437
Jerry Simerman	Senior Case Manager	jsimerman@clpccd.org 925-560-9436
Sheila Purcell	Case Manager	spurcell@clpccd.org 925-560-9435
Alexandra Gallegos	Admin/Fiscal Assist.	agallegos@clpccd.org 925-560-9443
Norene Mirande	Receptionist	nmirande@clpccd.org 925-560-9431
Christian Castaneda	Enrollment Specialist/Admin	ccastaneda@clpccd.org 925-560-9449

III. PERFORMANCE GOALS

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

Contract Period: July 1, 2017 – June 30, 2018

RBA Contract Performance Measures		Goals			
		Adults		Dislocated Workers	
#	Measure	Amount	Percentage	Amount	Percentage
HOW MUCH DID WE DO?					
1	# of New Enrollments	48		71	
2	Training Set-Aside To be obligated by 6/30/2018	\$50,455	100%	\$52,514	100%
3	Minimum # of OJT Enrollments (Spans Adult & DW funding streams)	6			
4	Minimum % of Closed Cases w/1st Quarter Follow Up entered in CalJOBS	100%		100%	
HOW WELL DID WE DO?					
5	Minimum % of ITA Enrollments in ISOF	75%		75%	
6	Minimum % of OJT Enrollments in ISOF	75%		75%	
7	Of Participants Enrolled in Training, w/no Credential Attainment @ Closure, Minimum % With Follow-Up Reported in CalJOBS Until Credential Reported or through 4th Quarter Post-Exit	100%		100%	
IS ANYONE BETTER OFF?					
8	Of Closed Cases, Minimum % that Entered Unsubsidized Employment	75%		78%	
9	Of Participants with Job Placements @ Closure, Minimum % in ISOF	50%		50%	
10	Minimum % that Attained a Credential of those Enrolled in Training	60%		60%	

RBA = Results Based Accountability

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 ACWDB on a routine basis and shared with provider.

- 1) Through the Contract Performance Indicator Reports compiled quarterly, based on Actual exit outcomes reported by the Contractor via the CalJOBS Online system.
- 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, and other data management systems.

The State allows for annual Performance Goal negotiations with the LWDA. 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

Contractor agrees to meet the quarterly 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. ACWDB staff will meet with the Contractor to explore corrective measures, e.g., technical assistance from ACWDB staff, capacity building/training, etc. If the Contractor does not carry out the required corrective action within the time frame, further actions and recommendations will be brought before the Systems and Strategies (S&S) Committee and the ACWDB. If the problem continues for two consecutive quarters, ACWDB staff will inform the S&S Committee and the ACWDB for impacts on continued funding.

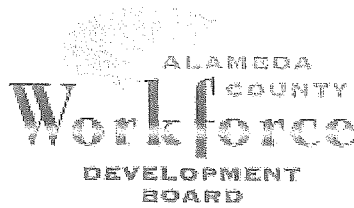
V. FISCAL COMPLIANCE

- A. **Tracking of Service Costs.** Contractor will track, report, and invoice expenditures for the delivery of: Universal, Basic Career Services, Individualized Career Services, and Training services, as defined by WIOA and ACWDB; and, other costs of AJCC operation as "other services" per the invoice form provided by ACWDB. 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 ACWDB.

- B. Submission of Invoices. Contractor will submit expenditure documentation 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 15th 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 15th 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 15th 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 ACWDB Financial Manager will provide tools and technical assistance to the Contractor to develop a tracking/reporting process, if requested.
- C. Late Invoices. The ACWDB fiscal staff and Program Liaison will internally track the Contractor's chosen invoicing option. Compliance with the chosen invoicing option will be monitored throughout the fiscal year and during the annual fiscal monitoring:
1. If the invoice process is delinquent, the ACWDB's fiscal staff 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 further delinquent, the Program Liaison will send a "Corrective Action" letter to the Contract signatory stating that the Contractor will be placed on contract probation status. The invoicing delinquencies must be corrected. The problem will be considered successfully addressed when the Contractor submits the invoice and/or estimate, if appropriate, on time for three consecutive months.

ATTACHMENT A

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Site Visit Itinerary

This is a fillable form. Tab to each box and type.

Date of M. A.		Site:	
Frequency of M. A.			
Business Services Consultant (KRA)		Job Developer (AJCCs)	
<input type="checkbox"/> Employer feedback <input type="checkbox"/> Skillssets needed <input type="checkbox"/> Type of employers <input type="checkbox"/> Employer outreach strategy <input type="checkbox"/> Special events <input type="checkbox"/> Associations <input type="checkbox"/> Job orders (matching) <input type="checkbox"/> Current/future <input type="checkbox"/> Updates in CalJobs <input type="checkbox"/> OJT Master Agreements <input type="checkbox"/> Other – describe:		<input type="checkbox"/> Updated talent pool-job ready by industry <input type="checkbox"/> Job seeker outreach strategy <input type="checkbox"/> Employer presentations to job seekers or job clubs / On-site recruitment or job fairs <input type="checkbox"/> Employer outreach provided by Job Developer <input type="checkbox"/> Job seekers submitted for open positions <input type="checkbox"/> OJT candidates/referrals <input type="checkbox"/> Other – describe:	
Comments/Follow-up Actions:			

Signed:

KRA Business Services Consultant

AJCC Representative



Print Name

Print Name

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.

Exhibit B

WORKFORCE INNOVATION & OPPORTUNITY ACT (WIOA) Grants

GRANT SOURCE / LINE ITEM BUDGET / QUARTERLY PLAN -- PY 17/18

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

Contract Period: 7/01/17 - 6/30/18

A. SOURCE of FUNDS for CONTRACT		CFDA Numbers	Funding Award											
1.	WIOA - Adult Programs	17.258	\$183,271											
2.	WIOA - Dislocated Workers	17.278	\$190,926											
3.														
4.														
5.														
6.														
7.	ALLOCATION for CONTRACT PERIOD		\$374,197											
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	\$155,641	\$161,994	\$317,635										
2.	Staff Fringe Benefits	\$27,715	\$28,847	\$56,562										
3.	Staff Travel	\$0	\$0	\$0										
4.	Staff Training / Conferences	\$0	\$0	\$0										
5.	Facilities Operations (Rent-utilities/ phone-mailing/ etc.)	\$0	\$0	\$0										
6.	Office / Operations - Supplies, Equipment, Computers	\$0	\$0	\$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.														
13.														
14.														
15.	TOTAL COST REIMBURSEMENT	\$183,357	\$190,841	\$374,197										
C. EXPENDITURE PLAN (cumulative for 4 Quarters)														
1.	1st Quarter / July - September 2017	\$42,374	\$44,103	\$86,477										
2.	2nd Quarter / October - December 2017	\$88,121	\$91,718	\$179,839										
3.	3rd Quarter / January - March 2018	\$133,850	\$139,314	\$273,164										
4.	4th Quarter / April - June 2018	\$183,357	\$190,841	\$374,197										
* 7. - REQUIRES prior written approval from Alameda County WIB.														
<table border="1"> <tr> <td>Adults</td> <td>183,270.67</td> </tr> <tr> <td>DWs</td> <td>190,926.48</td> </tr> <tr> <td>CLPCCD</td> <td>374,197.15</td> </tr> </table>		Adults	183,270.67	DWs	190,926.48	CLPCCD	374,197.15	<table border="1"> <tr> <td>WIB Review</td> <td>Date</td> </tr> <tr> <td></td> <td></td> </tr> </table>		WIB Review	Date			
Adults	183,270.67													
DWs	190,926.48													
CLPCCD	374,197.15													
WIB Review	Date													

STAFF SALARY WORKSHEET

Contractor: Chabot-Las Positas Community College District

Contract Period: 7/1/16 - 6/30/17

Activities: One Stop Career Center Operations

A. STAFF POSITION OR JOB TITLE	FTE * Monthly or Hourly Salary	Personnel Calculations		Personnel Cost Allocations	
		% FTE or Total Hrs	TOTAL SALARY **	Adult Programs CFDA 17.258	Dislocated Workers CFDA 17.278
1. Program Manager, Sarah Holtzclaw	\$8,586.25	100%	\$103,035	\$50,487	\$52,548
2. Case Manager, Jerry Simerman	\$3,173.43	75%	\$38,081	\$18,660	\$19,421
3. Case Manager, Sheila Purcell	\$3,173.43	75%	\$38,081	\$18,660	\$19,421
4. Job Developer, Sharon Schuyler	\$3,463.92	75%	\$41,567	\$20,368	\$21,199
5. Enrollment Specialist/Admin. Asst., Christian Castaned	\$3,895.50	100%	\$46,746	\$22,906	\$23,840
6. Admin. Asst./Fiscal Asst., Alexandra Gallegos	\$2,259.83	60%	\$27,118	\$13,288	\$13,830
7. Receptionist, Norene Miranda	\$1,917.25	60%	\$23,007	\$11,273	\$11,734
8.			\$0	\$0	\$0
9.			\$0	\$0	\$0
10.			\$0	\$0	\$0
11.			\$0	\$0	\$0
12.			\$0	\$0	\$0
13.			\$317,635	\$155,641	\$161,994
			49.00%	51.00%	
B. CONSULTANTS / Sub-Contracts			Adults / 17.258	Dislwrkrs / 17.278	
14.					
15.					
16.					
17.			\$0.00	\$0.00	\$0.00

* 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.

WIB Review:	8/17/17 8:46 AM
Date:	

Exhibit B-2

EXPENDITURE PLAN

WIOA Adult/Dislocated Worker Formula Funds

Contractor: Chabot-Las Positas Community College District

EXPENDITURES FOR PY 17/18	2017											
	JULY	AUG	SEP	OCT	NOV	DEC						
Projected Adult Expenditures	\$13,220	\$14,485	\$14,669	\$15,035	\$15,310	\$15,402						
Projected Dislocated Workers Expenditures	\$13,760	\$15,076	\$15,267	\$15,649	\$15,935	\$16,031						
Total Projected Cumulative Expenditures	\$26,980	\$56,541	\$86,477	\$117,161	\$148,407	\$179,839						
Total Projected Expenditures by Month	\$26,980	\$29,562	\$29,936	\$30,684	\$31,245	\$31,433						

EXPENDITURES FOR PY 17/18	2018											
	JAN	FEB	MAR	APR	MAY	JUN						
Projected Adult Expenditures	\$15,274	\$15,237	\$15,219	\$15,585	\$17,144	\$16,777						
Projected Dislocated Workers Expenditures	\$15,897	\$15,859	\$15,840	\$16,221	\$17,844	\$17,462						
Total Projected Cumulative Expenditures	\$211,010	\$242,106	\$273,164	\$304,971	\$339,958	\$374,197						
Total Projected Expenditures by Month	\$31,171	\$31,096	\$31,058	\$31,807	\$34,987	\$34,239						

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

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

PERFORMANCE PLAN/PROJECTIONS:

WIOA Adult & Dislocated Worker Formula Funds
 Funding Allocation Period PY 2017/2018 (July 1, 2017 through June 30, 2018)

Contractor: Agency / Location / Agency Code (i.e., Rubicon Programs, Eden AJCC, W06)

Period:		WIOA FUNDING STREAM													
Year	Month	Adult					Dislocated Worker								
		New Enr by Mo	Cumulative New Enr	Trng Enroll	Cumulative Trng Enr	Case Closure	Cumulative Cs Cls	New Enr by Mo	Cumulative New Enr	Trng Enroll	Cumulative Trng Enr	Case Closure	Cumulative Cs Cls		
2017	July	4	4	1	1	2	2	6	6	1	1	1	3	3	
	August	4	8	1	2	3	5	7	13	1	2	3	6		
	September	4	16	1	3	4	9	7	20	1	3	4	10		
	October	4	16	1	4	2	11	7	27	1	4	4	14		
	November	4	20	1	5	3	14	5	32	1	5	5	19		
	December	3	23	1	6	3	17	4	36	0	5	4	23		
	January	5	28	1	7	2	19	6	42	1	6	4	27		
	February	5	33	1	8	3	22	6	48	1	7	5	32		
	March	5	38	1	9	3	25	6	54	1	8	4	36		
	April	4	42	1	10	3	28	6	60	1	9	5	41		
	May	3	45	2	12	3	31	6	66	1	10	5	46		
	June	3	48	2	14	3	34	5	71	1	11	5	51		
TOTALS:		48		14		34		71		11		51			
Enrollment Goals															
Adults:		50% by 12/31/2017					75% by 3/31/2018					100% by 6/30/2018			
Dislocated Workers:		50% by 12/31/2017					75% by 3/31/2018					100% by 6/30/2018			
		36					53					71			

Exhibit B-4

WORKFORCE INNOVATION & OPPORTUNITY ACT (WIOA) Grants

Cash Match Detail / Source / Quarterly Plan -- PY 17/18

Contract Period: 7/01/17 - 6/30/18

Contractor: Chabot-Las Positas Community College District

Activities: One Stop Career Center Operations

A. LINE ITEMS for CASH MATCH		Cash Match Amount	Source of Cash Match
1.	Staff Salaries / see Staff Salaries Worksheet		
2.	Staff Fringe Benefits	\$128,082	CLPCCD, City of Dublin, City of Pleasanton
3.	Staff Travel	\$1,700	CLPCCD, City of Dublin, City of Pleasanton, United Way
4.	Staff Training / Conferences	\$2,500	CLPCCD, City of Dublin, City of Pleasanton
5.	Facilities Operations (Rent-utilities/ phone-mailing/ etc.)	\$72,430	CLPCCD
6.	Office / Operations - Supplies, Equipment, Computers	\$11,448	CLPCCD, United Way
7.	Office / Operations - Single item cost of \$5,000 or more:		
8.	Supportive Services		
9.	Consultant Sub-contract		
10.	Occupational Training / OJT & IR's		
11.	Insurance, Bonding, Audit Costs		
12.			
13.			
14.			
15.	TOTAL CASH MATCH	\$216,160	
B. EXPENDITURE PLAN (cumulative for 4 Quarters)			
1.	1st Quarter / July - September 2017	\$54,040	
2.	2nd Quarter / October - December 2017	\$54,040	
3.	3rd Quarter / January - March 2018	\$54,040	
4.	4th Quarter / April - June 2018	\$54,040	
Cash Match Req <u>93,549.00</u>			WIB Review <u> </u> Date <u> </u>

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:

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
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><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> 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: 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. 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. 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. 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. 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. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <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". CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 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>ACWDB & Additional Insured, Co. of Alameda and Bd. of Supervisors, thereof – Fiscal, 24100 Amador St. 6th Flr., Hayward, CA 94544</p>		

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 (31 U.S.C.A. §§ 7501-7507) 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. To this end, effective with the first fiscal year beginning on and after December 26, 2014, the following are required.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

1. Non-Federal entities which are determined to be sub-recipients by the supervising department according to 2 CFR § 200.330 and which expend annual Federal awards in the amount specified in 2 CFR § 200.501 are required to have a single audit performed in accordance with 2 CFR § 200.514.
2. When a non-Federal entity expends annual Federal awards in the amount specified in 2 CFR § 200.501(a) under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or terms and conditions of the Federal award do not require a financial statement audit of the auditee, the non-Federal entity may elect to have a program-specific audit conducted in accordance with 2 CFR § 200.507 (Program Specific Audits).
3. Non-Federal entities which expend annual Federal awards less than the amount specified in 2 CFR § 200.501(d) are exempt from the single audit requirements for that year except that the County may require a limited-scope audit in accordance with 2 CFR § 200.503(c).

B. Funds from All Sources:

Non-Federal 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 Generally Accepted Government Auditing Standards (GAGAS) covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.

Non-Federal entities that are required to have or choose to do a single audit in accordance with 2 CFR Subpart F, Audit Requirements are not required to have a financial audit in the same year. However, Non-Federal 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 Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States (GAGAS).
2. All audits must be conducted annually, except for biennial audits authorized by 2 CFR § 200.504 and where specifically allowed otherwise by laws, regulations, or County policy.
3. The audit report must contain a separate schedule that identifies all funds received from or passed through the County that is covered by the audit. County programs must be identified by contract number, contract amount, contract period, and amount expended during the fiscal year by funding source. 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 above.

II. **AUDIT REPORTS**

A. For Single Audits

1. Within the earlier of 30 calendar days after receipt of the auditor's report or nine months after the end of the audit period, the auditee must electronically submit to the Federal Audit Clearinghouse (FAC) the data collection form described in 2 CFR § 200.512(b) and the reporting package described in 2 CFR § 200.512(c). The auditee and auditors must ensure that the reporting package does not include protected personally identifiable information. The FAC will make the reporting package and the data collection form available on a web site and all Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the FAC. As required by 2 CFR § 200.512(a)(2), unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection.
2. A notice of the audit report issuance along with two copies of the management letter with its corresponding response should be sent to the County supervising department within ten calendar days after it is submitted to the FAC. The County supervising department is responsible for forwarding a copy of the audit report, management letter, and corresponding responses to the County Auditor within one week of receipt.

B. For Audits other than Single Audits

At least two copies of the audit report package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the audit year, or other time frame as specified by the department. The County supervising department is responsible for forwarding a copy of the audit report package 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 consistent with 2 CFR § 200.511(c) to address each audit finding included in the current year auditor's 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 above.

EXHIBIT E

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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: (*Agency name*) Chabot-Las Positas Community College District

NAME: Lorenzo Legaspi

TITLE: Vice Chancellor, Business Services

SIGNATURE: _____

DATE: _____

Exhibit G

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

- I. WORKFORCE DEVELOPMENT BOARD (WDB) CONTRACT STIPULATIONS & COMPLIANCE
- A. **Designated Liaison to Contractor.** The Workforce Development Board (WDB) 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 WDB and WDB 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 WDB.
 - 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 WDB'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 Development 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 Development 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 Development 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, 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 Innovation Opportunity Act (WIOA) and with changes in the federal, state, county and/or WDB regulations, policies or procedures governing WIOA Programs.
- C. **Participant Eligibility.** The eligibility of participants shall be determined in accordance with federal and state guidelines, and the WDB 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 WDB 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 WDB, the WDB 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 WDB 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 WDB 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 WDB 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 ACWDB 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 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.

1. 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.
2. 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.
3. 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.
4. Contractor shall recruit vigorously and encourage minority and women-owned businesses to bid its subcontracts.
5. Nothing contained in this contract shall be construed in any manner so as to require or permit any act, which is prohibited by law.
6. 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 Development 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 15th 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 15th 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 15th 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 ACWDB 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 WDB Department Liaison, but in no case shall the sum of all reimbursed funds exceed the total contract amount.

3. Corrective Action Procedures: The ACWDB 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.
 - a. 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.
 - b. 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.
 - c. 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.
 - d. 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 & WDB; and other costs of One-Stop operation as “other services” per the invoice form provided by the Alameda County WDB.

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 WDB 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 WDB. 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 WDB.
- B. **Access to Records and Documents.** Contractor and subcontractor shall provide access by the WDB, 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 WDB 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 WDB 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 WDB's principle office within five (5) working days after receipt of written notice from the County to produce the same.

EXHIBIT G-1

ALAMEDA COUNTY WORKFORCE DEVELOPMENT 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 Legaspi, Vice Chancellor, Business Services
Printed Name and Title of Authorized Representative

SSGPCP161701718
Award Number and/or Project Name

Signature

Date