

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

Contract #: 19-20 WDB -  
CHABOT - Add Asst  
Funding: EDD Additional  
Assistance Grant

AGREEMENT made by and between:

<p>Oakland Private Industry Council, Inc. ("Oakland PIC") 268 Grand Avenue Oakland, CA 94610</p> <p>Attention: Robin Raveneau Chief Executive Officer Contact: (510) 675-7913 robinr@oaklandpic.org</p>	<p>Trainer: Chabot Las Positas Community College District Address: 7600 Dublin Blvd. City/State/Zip code: Dublin, CA 94568</p> <p>Attention: Sarah Holtzclaw, Program Manager Tri-Valley Career Center Address: 6300 Village Parkway, Suite 100 Dublin, CA 94568 Phone: (925) 560-9439 Email: <a href="mailto:sholtzclaw@clpccd.org">sholtzclaw@clpccd.org</a></p>
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Contract Fiscal Year: 2019-2020  
Contract Effective Date: September 1, 2019  
Performance Period/Contract Term: September 1, 2019 through March 30, 2020

The parties execute this Contract Agreement for the effective date and the period of performance specified:

1. Contract Term

Program Year(s):  
September 1, 2019 – March 30, 2020

2. Purpose

The purpose of this Contract is to deliver sector-based training and placement services to dislocated workers affected by Worker Adjustment and Retraining Notice (WARN) activities in Alameda County; such services to be delivered by Chabot Las Positas Community College District (Contractor) in alignment with Alameda County Workforce Development Board's Industry Sector Occupational Framework (ISOF) and as more particularly described in Exhibit A attached hereto and made a part hereof.

3. Type of Contract

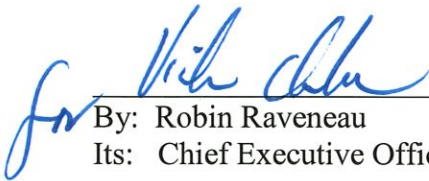
The Alameda County Workforce Development Board (hereafter ACWDB) has contracted with the Oakland PIC to act as its fiscal agent in establishing this Contract with Chabot Las Positas Community College District for the services described in Exhibit A (Statement of Work), which is attached hereto and made a part hereof.

4. Total Compensation

The total compensation payable under this Contract shall not exceed \$154,792.50.

This Contract consists of all items and exhibits attached and/or referenced, all of which have been examined and agreed upon, as evidenced by this signing. The funds available for this project are allocated under the EDD's Additional Assistance Grant, as such have been awarded to the ACWDB. Those funds, hereby obligated by the Oakland PIC on behalf of ACWDB, are to be paid according to applicable regulations and guidelines governing Cost Reimbursement contracts and as specified in the Contract Payment Terms set forth in Exhibit B, which is attached hereto and made a part hereof.

OAKLAND PRIVATE INDUSTRY COUNCIL, INC.



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By: Robin Raveneau  
Its: Chief Executive Officer

CONTRACTOR: Chabot Las Positas Community College District

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By: Douglas Roberts  
Its: Interim Vice Chancellor, Business Services

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

## 1.0 GENERAL PROVISIONS

### 1.0 CONTROLLING AUTHORITY

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

### 1.1 PARTIES TO THE AGREEMENT

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

### 1.2 CROSS INDEMNIFICATION

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

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

### 1.4 ACCESS

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

### 1.5 GRIEVANCE

Grievances arising under a WIOA-funded program whether related to program or Equal Opportunity issues will be limited to the interpretation and application of federal/state regulations, ACWDB/Oakland PIC and State/Department of Labor policies and procedures. Such grievances will not include interpretation of the contents of this

Contract. Resolution of grievances will be in accordance with policy established by the Department of Labor, the State of California, the Workforce Innovation and Opportunity Act, and the ACWDB/Oakland PIC.

#### 1.6 CONSIDERATION FOR PAYMENT

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

#### 2.0 INSURANCE COVERAGE

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

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

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

### 3.0 FUND AVAILABILITY

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

### 4.0 MODIFICATION AND TERMINATION

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

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

### 5.0 ASSIGNMENT

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

### 6.0 REPORTING FRAUD, WASTE, ABUSE AND CRIMINAL ACTIVITY

6.0 Contractor must not engage in, and must advise the ACWDB/Oakland PIC directly and immediately, of any apparent improper or fraudulent use of WIOA funds that comes to Contractor's attention, or of any apparent supplying of misinformation to the ACWDB/Oakland PIC or their representatives. WIOA regulations, Title 20 CFR

Section 667.505 and 667.630, require that information and complaints involving criminal fraud, waste, abuse or other criminal activity must be reported immediately through the Department of Labor's Incident Reporting System to Office of the Inspector General (OIG), with a copy simultaneously provided to the Employment and Training Administration. (See Attachment D.)

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

#### 7.0 ASSURANCES AND CERTIFICATIONS

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

##### Safeguard Against Fraud & Abuse/Statement of Non-Discrimination

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

- 7.5 Contractor has and adheres to established personnel policies with respect to hiring practices, promotion, demotion, leave and holiday practices, termination criteria and disciplinary practice, which reflect the ACWDB/Oakland PIC policies with regard to equal opportunity employment.

#### Administrative Regulations

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

#### Confidentiality of Client Files

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

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

- 7.9 Contractor shall comply with all provisions of state and federal equal opportunity and nondiscrimination laws including, but not limited to:
- The Workforce Innovation and Opportunity Act
  - The Workforce Innovation and Opportunity Act of 2014, Section 188
  - Title VI of the Civil Rights Act of 1964, as amended
  - Title VII of the Civil Rights Act of 1964, as amended
  - The Age Discrimination Act of 1975, as amended
  - Sections 503 and 504 of the Rehabilitation Act of 1973, as amended
  - Title IX of the Education Amendments of 1972, as amended
  - Title 29 CFR, Part 37
  - Title 29 CFR, Part 32, Nondiscrimination on the Basis of Handicap in programs and activities receiving or benefiting from Federal Financial Assistance;
  - The Americans with Disabilities Act of 1990, as amended
  - The Drug Free Workplace Act of 1988
  - The Americans with Disabilities Act of 1990, as amended.
  - Equal Employment Opportunity – Executive Order 11246, as amended by Executive Order 11375, and as supplemented by regulations at 41 CFR Part 60
  - All promulgating rules and regulations associated with these laws and orders.

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

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

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

7.10 Contractor certifies that Contractor:

- a. Will comply with the Workforce Innovation and Opportunity Act of 2014 (WIOA) and all of its promulgating regulations and rules.
- b. Will comply with the Drug Free Workplace Act of 1988.
- c. Is in compliance with all applicable federal, state, and local laws governing work place health and safety conditions, payment of wages, collective bargaining, labor relations, and any other regulations affecting personnel who are mandated by law or legal agreement.
- d. Clean Air and Water Requirements: Contracts in excess of \$100,000 will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act – per reference at 29 CFR 97.36(i)(12).
- e. Will comply with all applicable federal, state and local laws pertaining to copyrights including that the federal awarding agency reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) Any rights of copyright to which a grantee, sub-grantee, contractor or Contractor purchases ownership with grant support.

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

*Conflict of Interest*

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

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

7.13 The Contracting Agency certifies that:

- a. Neither Contractor nor Contractor’s principals or employees are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.



- b. Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this Contract.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor may pursue available remedies, including suspension and/or debarment.
- d. The prospective recipient of federal assistance funds shall provide immediate written notice to ACWDB/Oakland PIC if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing E.O. 12459.
- f. The prospective recipient of federal assistance funds agrees that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation.

#### State and Federal Lobbying Laws and Regulations

- 7.14 Contractor will comply as applicable with all provisions of state and federal lobbying laws and regulations pursuant to Section 1352, Title 31 of the U.S. Code, and 34 CFR Part 82. Contractor certifies that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including Contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- d. No funds provided under this grant shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself. Nor shall grant funds be used to pay the salary or expenses of any grant or agreement awardee or agent acting for such awardee, related to any activity designed to influence legislation or appropriations pending before the Congress.

#### Reporting Requirements

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

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

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

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

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

## 8.0 STATEMENT OF WORK PROVISIONS

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

## 9.0 CONTRACT PAYMENT PROVISIONS

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

### Billing and Payment Procedures

- a. Contractor completes invoice documentation and submits paperwork to ACWDB Program Liaison;
- b. ACWDB reviews the invoice(s) with the Fiscal Manager and obtains approval for the invoice(s), and forwards invoice(s) to Oakland PIC for payment;

- c. Oakland PIC shall pay Contractor for properly submitted invoices within thirty (30) days of receipt from ACWDB;
- d. Contractor may submit invoices to the ACWDB for services provided through the end of contract performance period.

Fiscal Control and Accountability, if applicable

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

by a blanket position bond.

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

Contract Budget:

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

WAGES:

- Time sheets showing total hours worked and hours worked on the Contract
- Timesheets must be signed by employee and supervisor
- Payroll records
- Fringe benefits
- Payroll tax deposits, coupons and receipts

- Invoices for health benefits indicating date of payment and check number

OTHER:

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

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

*Exhibit A – Begins on the following page*

**SCOPE OF WORK**

<b>Contracting Department</b>	Chabot-Las Positas Community College District
<b>Contractor Name</b>	Oakland Private Industry Council
<b>Contract Period</b>	September 1, 2019 – March 30, 2020
<b>Type of Services</b>	Sector Programing for WARN affected Dislocated Workers
<b>Contract Amount/Max</b>	\$154,792.50

**Purpose and Overview.** Alameda County Workforce Development Board (ACWDB) applied for and was awarded a grant through the State of California’s Employment Development Department (EDD), Additional Assistance Grant. The goal of the Additional Assistance Grant is to design, develop, and implement workforce development sector programing in alignment with ACWDB’s Tier 1 Industry Sector Occupational Framework (ISOF) criteria to retrain, and place into employment dislocated workers affected by Worker Adjustment and Retraining Notice (WARN) activity.

The role and intent for Chabot-Las Positas Community College District, henceforth referred to as Contractor, is to provide sector-based training and placement services.

**I. Contractor Obligations.** Contractor will provide the following services and deliverables under this Agreement:

- A. **Location and Partnership.** Contractor will deliver sector-based training and placement services at, but not limited to, the 7600 Dublin Blvd., Dublin, CA 94568. The Contractor will deliver sector-specific programs and services in alignment with Alameda County sub-regional workforce partners and Eden Area America’s Job Center of California (AJCC).
- B. **General.** Contractor will empower individuals through sector-specific outreach activities, orientations, individual case-management, information sessions sector-specific work-based exposures, career pathway information, re/training, and job placement. Contractor understands that the aforementioned services must be sector-specific and enhance existing general workforce services. Furthermore, Contractor affirms that sector-specific services will be unique, distinct, and not be duplicative in nature of existing workforce services.
- C. **Job-Seeker Outreach.** Contractor understands that a robust job-seeker outreach strategy is required to successfully deliver program goals. By September 1, 2019, Contractor will provide a detail outreach plan not to exceed two-pages that specifies how they plan to identify and attract WARN-affected dislocated workers.
- D. **Business Engagement.** In addition to attracting WARN-affected dislocated workers, Contractor is responsible to develop and maintain a sector-specific business engagement

strategy to enhance and support its placement activities. These types of activities may include but are not limited to, career events, sector symposiums, employer panels, and job fairs. Specifically, Contractor will host one business engagement event in coordination with ACWDB.

- E. **Diversity.** Contractor understands that ACWDB is committed to serve the diverse job-seeker population within Alameda County. Accordingly, Contractor is aware and will make every effort to reach the diversity goal of 70% associated with agreement.
- F. **Branding.** Contractor understands that ACWDB may at its discretion brand and market the sector-specific services developed and implemented under this contract in a manner aligned and consistent with larger regional and sub-regional sector initiatives.

**II. Performance.** Contractor will meet the following performance outcomes:

Program Year 9/01/19-03/30/20	GOALS	Qrt. 1	Qrt. 2	Qrt. 3
<b>WARN Dislocated Workers</b>		by 9/30/19	by 12/31/19	by 3/30/20
1. Enrolled in CalJOBS	50	0	0	50
2. Enrolled in Sector Training	50	0	0	50
a. Training Completion	50	0	0	50
b. Credential Attainment	50	0	0	50
c. Placed into Employment	50	0	0	50
<b>Business Engagement</b>				
1. *Sector Event	1	0	1	1
<b>**Diversity Targets</b>				
1. Enrollment (70%)	35	0	0	35
a. Training Completion (70%)	35	0	0	35
b. Credential Attainment (70%)	35	0	0	35
c. Placed into Employment (70%)	35	0	0	35

\* May include but not limited to sector symposiums, career fair, industry panel, work-based learning

\*\* Diversity groups include veterans, people of color, unhoused, re-entry participants, individuals with disabilities women and other historically underrepresented groups.

- III. **Deliverables.** Contractor will provide monthly written evaluations on its progress carrying out the project strategies and on its adherence to the project performance requirements of the grant program. After the contract term is completed, Contractor will submit a comprehensive final report describing in detail all activities carried out under the contract by March 30, 2020.



- A. Reports are due 25 days after last day of the month end. Reports must provide clear quantitative updates, for that month and accumulative; on all performance requirements and shall include qualitative narratives. Report formats must be approved by the Sr. Program Officer.
  1. Contractor will on a monthly basis report how many clients were:
    - a. Enrolled into CalJOBS
    - b. Entered into training
    - c. Completed training
    - d. Obtained credential
    - e. Placed into employment
    - f. Progress towards diversity target
    - g. Number of sector events
  2. Contractor will submit on a quarterly basis 25 days after last day of the quarter's end and a client/ program success story in narrative format.
- B. Contractor will report performance and participant characteristics in the CalJOBS system.
- C. Contractor will submit monthly written reports with each invoice and a comprehensive final report by March 30, 2020

*Exhibit B – Begins on the following page*

**EXHIBIT B**

**BUDGET**

The total cost to ACWDB of this agreement shall not exceed **\$154,792.50** for the period of **September 1, 2019 through June 30, 2020**.

The Contractor will be paid in accordance with the following line-item budget:

<b>PROGRAM</b>	<b>EXPENSES</b>		<b>Total Program Budget</b>	<b>ACWDB Budget*</b>	<b>Leverage</b>
<b>DIRECT COSTS: PERSONNEL</b>					
<b>Staff Positions</b>	Base Wages	Program %			
Career Advisor .50 FTE	\$46,170	50%	\$23,085.00	\$11,542.50	\$11,542.50
Career Center Intern .50 FTE		50%			
				-	
<b>Subtotal Wages</b>			<b>\$23,085.00</b>	<b>\$11,542.50</b>	<b>\$11,542.50</b>
Fringe Benefits	20.0%		\$8,772.30		\$8,772.30
<b>Subtotal Personnel</b>			<b>\$31,857.30</b>	<b>\$13,296.96</b>	<b>\$18,560.34</b>
<b>Direct Operating Costs</b>					
Project Management, Cohort 1	Day time Cohort (21)		\$71,625	\$71,625	0-
Project Management, Cohort 2	Evenings/Weekend Cohort (25)		\$71,625	\$71,625	0-
Staff Travel					0-
<b>Subtotal Direct Operating Costs</b>			<b>\$143,250</b>	<b>\$143,250</b>	<b>0-</b>
<b>TOTAL PROGRAM COSTS</b>			<b>\$175,107.30</b>	<b>\$154,792.50</b>	<b>\$20,314.80</b>

*Exhibit B – Begins on the following page*

**CONTRACT PAYMENT TERMS**

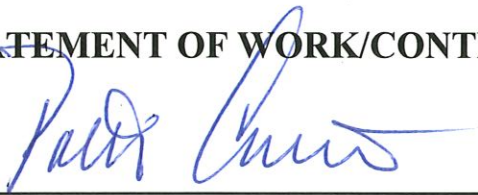
The total cost of this agreement to Alameda County Workforce Development Board shall not exceed \$154,792.50

Invoices shall be submitted monthly by the 25<sup>th</sup> day of the month following the service month to ACWDB to the attention of Carmelo San Mames, Sr. Program Officer. Specific activities as defined in Exhibit A will be described on each invoice.

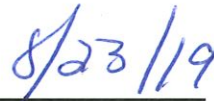
Before payments are made, ACWDB staff will verify that contract activities were provided and completed. Certified invoices will be approved by the ACWDB Fiscal Manager and processed to Oakland PIC for payment.

The term of this agreement is September 1, 2019 through June 30, 2020.

**STATEMENT OF WORK/CONTRACT PAYMENT TERMS APPROVED:**



Patti Castro, ACWDB Director



Date

*Exhibit C – Begins on the following page*

**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
<b>A</b>	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B</b>	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$1,00,000 per accident for bodily injury or disease
<b>D</b>	<b>Employee Dishonesty and Crime</b>	\$1,000,000 per occurrence
<b>E</b>	<p><b>Endorsements and Conditions:</b></p> <ol style="list-style-type: none"> <li><b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, <b><u>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.</u></b></li> <li><b>DURATION OF COVERAGE:</b> 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.</li> <li><b>REDUCTION OR LIMIT OF OBLIGATION:</b> 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.</li> <li><b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li><b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall 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.</li> <li><b>JOINT VENTURES:</b> 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"> <li>– Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least</li> </ul> </li> </ol>	

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”.

7. **CANCELLATION OF INSURANCE:** All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.
8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision:

**ACWDB & Additional Insured, Co. of Alameda and Bd. of Supervisors, thereof –  
Alameda County Workforce Development Board - 24100 Amador St. 6<sup>th</sup> Floor, Hayward, CA 94544**

Statewide Association of Community Colleges Protected Insurance Program for Schools				CERTIFICATE OF COVERAGE		Issue Date 6/21/2019	
<b>ADMINISTRATOR:</b> Keenan & Associates 1111 Broadway, Suite 2000 Oakland, CA 94607  510-986-6750 www.keenan.com			LICENSE # 0451271		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.		
<b>COVERED PARTY:</b> Chabot-Las Positas Comm. College Dist 7600 Dublin Blvd., 3rd Floor Dublin CA 94568			<b>ENTITIES AFFORDING COVERAGE:</b> ENTITY A Statewide Association of Community Colleges ENTITY B Protected Insurance Program for Schools ENTITY C ENTITY D ENTITY E				
THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIODS INDICATED (NOTwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain) THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS							
ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS		
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> GOVERNMENT CONTRACTS <input checked="" type="checkbox"/> ERRORS & OMISSIONS	SWC 01500-19	7/1/2019 7/1/2020	\$ 50,000	COVERED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000		
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> BIKE/AUTO <input checked="" type="checkbox"/> NON OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	SWC 01500-19	7/1/2019 7/1/2020	\$ 50,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000		
A	<b>PROPERTY</b> <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EAR THQUAKE & FIRE <input checked="" type="checkbox"/> BURGLARY THEFT	SWC 01500-19	7/1/2019 7/1/2020	\$ 10,000	\$ 250,250,000 EACH OCCURRENCE		
A	<b>STUDENT PROFESSIONAL LIABILITY</b>	SWC 01500-19	7/1/2019 7/1/2020	\$ 5,000	\$ Included EACH OCCURRENCE		
B	<b>WORKERS COMPENSATION</b> <input checked="" type="checkbox"/> EMPLOYERS LIABILITY	PIPS 00301-14	7/1/2019 7/1/2020	\$	<input checked="" type="checkbox"/> STATE STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER \$ 1,000,000 \$ EACH ACCIDENT		
	<b>EXCESS WORKERS COMPENSATION</b> <input type="checkbox"/> EMPLOYERS LIABILITY			\$	\$ 1,000,000 E. DISEASE - EACH EMPLOYEE \$ 1,000,000 F. DISEASE - POLICY LIMITS		
	<b>OTHER</b>			\$			
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:</b> This certificate is being issued for informational purposes only. No rights or coverage is afforded by this coverage.							
<b>CERTIFICATE HOLDER:</b>  Proof of Insurance Only				<b>CANCELLATION</b> ... SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/PA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/PA, ITS AGENTS OR REPRESENTATIVES.			
				 John Stepien AUTHORIZED REPRESENTATIVE			