

ATTACHMENT A

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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.

BUDGET FORM PY 18-19

FUNDING SOURCE

FUNDING SOURCE

LINE ITEM BUDGET / COST REIMBURSEMENT

Contractor: **NAME OF CONTRACTOR**

Contract Period:

Activities: **PROGRAM NAME**

7/1/18 to 6/30/19

NOTE: CONTRACT REIMBURSEMENT for PY 18-19 is LIMITED to the XXX Approved Exhibit B LINE-ITEM BUDGET TOTAL: \$0.00

A. LINE ITEMS for COST REIMBURSEMENT			PROGRAM	TOTAL
1.	Staff Salaries *			
2.	Staff Fringe Benefits	#VALUE!		
3.	Staff Travel			
4.	Staff Training / Conferences			
5.	Facilities Operations (Rent-utilities/ phone-mailing/ etc.)			
6.	Office / Operations (Supplies, Printing, Duplicating, Communications)			
7.	Sub-Recipient Agreements / Consultant Contracts *			
8.	Equipment (Single Items over \$5,000 must receive prior WIB Approval)			
9.	Insurance & Bonding Costs			
10.	Indirect Cost Rate (Requires Letter from Federal Cognizant Agency)			
11.	Other: Auditing			
12.	Work Experience Expenditures ** (Includes staff & participant costs)			
13.	Participant Assessment Tools			
14.	Participant Tuition, Fees, Ind Ref/OJT Sub-contracts			
15.	Participant Books & Teaching Aids			
16.	Participant Support Services ***			
17.	Other: Telephone			
18.	Other: Fingerprinting/Payroll Services			
GRAND TOTAL =			\$0	\$0
12/21/17 5:57 AM				\$0

* See Staff Salaries / Subcontracts Worksheet

DEPT Review:

Date:

** Includes Direct Participant Costs & Staff Costs for Work Experience Activities

Staff costs for work experience activities should not be duplicated in Salary/Fringe Benefits line items.

*** See Supportive Services Worksheet

**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.

Printed Name and Title of Authorized Representative

Award Number and/or Project Name

Signature

Date

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*) Hayward Unified School District/Hayward Adult School

NAME: Matt Wayne, Ed. D. TITLE: Superintendent

SIGNATURE: _____ DATE: _____

EXHIBIT E

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**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.

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. **Required Attendance** - Contractor will ensure that appropriate staff attends required meetings of the WDB, Youth Advisory Committee and Youth Steering/Contractor meetings. Attendance at the above-listed meetings is considered mandatory. 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 also require mandatory attendance of appropriate staff.

- C. **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.

- D. **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.

- E. **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.

- F. **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.

- G. **Independent Contractor Status** - 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 material man and anyone directly or indirectly employed by them; or anyone for whose acts any of them may be liable.
- H. **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.
- I. **Action and Information Bulletins** - The contractor is required to comply with all Action and Informational Bulletins promulgated by the WDB.
- J. **Support Services Policy** - Contractor must adhere to ACWDB's Action Bulletin related to Supportive Services (AB#82 Effective date June 1, 2009/revised September 30, 2011) and any revisions thereafter, by ACWIB. It will be noted that a participant(s) must be enrolled in the WIOA/Career Readiness Program prior to receiving a support service(s). The need for a support service (s) in order to participate, must be identified through a complete assessment, and documented on the Individual Service Strategy (ISS) form. Supportive services allowable under the Act, but not the ACWDB policies may be provided, but funded with other non-WIOA funds. If a Contractor uses any other funds to provide support service(s), documentation of the source of funds either from other agency funds and/or in the context of a referral system, would still need to be included in the documentation in the assessment, on the ISS and in the participant case file.
- K. **Relationship with Foster Care and Juvenile Justice/Probation Services** - Contractor will develop a strong relationship with Alameda County Foster Care and Juvenile Justice/Probation Services to accept appropriate referrals for youth who may be eligible for WIOA services.
- L. **Partner with One-Stop Center/AJCC** - Each Contractor carrying out WIOA youth programs and activities is a required One-Stop/AJCC partner and must make available their services through the one-stop/AJCC system.
- M. **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 to be disbursed 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.

- N. **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 sub-contractors to provide comment to the Alameda County Workforce Development Board.
- O. **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 persons representing the organization with signatory authority, including any alternate administrators.
- P. **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 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, which 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. **Sweat-free 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 Sweat-free 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 WIB 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 compliance with Equal Employment Opportunity provisions in Executive Order (E.O.)

11246, as amended by E.O. 11375 and supplemented by the requirements of 41 CFR Part 60, and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contract.

During the performance of this contract, Contractor and Subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, pregnancy disability and denial of family care leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 g-f, et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, and section 7285. et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract or its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

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

- a) Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this contract, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor. Distributed publications, broadcasts, and other communications, which promote WIOA programs or activities, must include the following taglines: This WIOA Title I financially assisted program or activity is an "Equal Opportunity Employer/Program." Auxiliary aids and services are available upon request to individuals with disabilities.
- b) Contractor shall, if requested to do so by the County, certify that it has not, in the performance of this contract, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
- c) If requested to do so by the County, contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices,

except to the extent such records or portions of such records are confidential or privileged under state or federal law.

- d) Contractor shall recruit vigorously and encourage minority-and-women-owned businesses to bid its subcontracts.
- e) Nothing contained in this contract shall be construed in any manner so as to require or permit any act, which is prohibited by law.
- f) The contractor shall include the provisions set forth in paragraphs a) through e) (above) in each of its subcontracts.

IV. USE AND ALLOCATION OF FUNDS

- A. **Funds for Relocation Disallowed** - No funds may be used to assist in relocating establishments or parts thereof, from one area to another unless the U.S. Secretary of Labor determines that such relocation will not result in an increase in unemployment in the area of original location or in any other area.
- B. **Funds for Political Activities Disallowed** - WIOA grant funds shall not be utilized for political activities, nor to assist, promote or deter union organizing.
- C. **No Monetary Inducements** - No person or organization may charge an individual a fee for the placement or referral of such individual in or to a training program under the WIOA Program.
- 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 which 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. **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.
- F. **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.

- G. **Costs for Administrative Functions** - Non-WIOA resources (funds) will cover all administrative functions, relative to WIOA expenditures; such administrative costs will, however, 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.

VI. PROPERTY/COPY RIGHTS AND PATENTS

- A. **Insuring Equipment from Loss or Damage** - If during the term of this contract, Contractor will be in possession of any equipment, furnishings or other property of the County, Contractor shall maintain adequate insurance coverage against its loss or damage.
- B. **Intent to Copyright** - In signing this contract, Contractor agrees to immediately notify the WIB of their intent to obtain a copyright or patent for material written or items invented during this contract or subsequent to it. The WIB will then notify the U.S. Department of Labor (DOL) and the State of California Employment Development Department (EDD) who will determine whether either or both government entities have any rights regarding the copyright or patent developed during the course of this contract.
- C. **Prior Approval for Equipment Costing \$5,000 or More** - Contractor/subcontractor shall not purchase non-consumable capital equipment with a per unit acquisition cost of \$5,000 or more, without prior written approval from the 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 or Forms** - To fulfill state monitoring, reporting and evaluation requirements, Contractor/subcontractor agrees to submit any reports that the County may request, and which are necessary to monitor this contract. Contractor shall submit on a monthly basis to the WDB all required Management Information System (MIS) forms and/or electronic entries of information, completed in the manner specified in the MIS Manual. The forms and the MIS Manual will be provided by the WIB.

- B. **Access to Records and Documents** - Contractor and subcontractor shall provide access by the WDB, Alameda County Auditor-Controller, 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 and case files 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.

COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception:

NAME: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

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.

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

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS FOR NONPROFITS

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, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$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: \$100,000 per accident for bodily injury or disease
D Directors and Officers Liability Including Employment Practices Liability	\$1,000,000 per occurrence
E Employee Dishonesty (ED) and Crime (C) (ED) Required only if a significant amount of funding is advanced to contractor. (C) Required only if contractor keeps significant sums of money at premises	(ED) Minimum of 75% of the Funding (C) Minimum daily amount kept on premises
F <u>Endorsements and Conditions:</u> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: <u>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> 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <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". 7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. <p>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> <p>Alameda County Workforce Development Board (ACWDB) & Additional Insured, County of Alameda and Board of Supervisors, thereof- Fiscal, 24100 Amador St. 6th Floor., Rm 610c, Hayward, CA 94544-1203</p>	

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: _____ DEPT #: _____

TITLE/SERVICE: _____

DEPT. CONTACT: _____ PHONE: _____

I. INFORMATION ABOUT THE CONTRACTOR **YES NO**

1. Is the contractor a corporation or partnership? () ()

2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? () ()

3. If the answer to BOTH questions is YES, provide the employer ID number here:

_____.

No other questions need to be answered. Withholding is not required.

4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: _____

No other questions need to be answered. Withholding is not required.

5. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES **YES NO**

1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? () ()

2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? () ()

3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? () ()

4. Is the relationship between the County and the contractor intended to be ongoing? () ()

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS

- 1. Is the contractor being hired for a period of time rather than for a specific project? () ()
- 2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? () ()

IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS

- 1. Will the agreement be with an individual who does not have an outside practice? () ()
- 2. Will the contractor work more than an average of ten hours per week? () ()

IF THE ANSWER TO 2 IS YES, ANSWER QUESTIONS 3.

- 3. Will the County provide more than 20% of the contractor's income? () ()
- 4. If the answer to either question 1.a, or if required, question 1.b is NO, the entire answer is NO.

A "yes" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes."

CERTIFICATIONS:

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

_____ Contractor Signature	_____ Agency/Department Head/Designee Signature
_____ Printed Name	_____ Printed Name
_____ Date	_____ Date

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of _____, 2008, is by and between the County of Alameda, hereinafter referred to as the “County”, and _____, hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain _____ services which are more fully described in Exhibit A hereto (“_____ Services”); and
(Insert short name or delete)

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide _____ Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification
- Exhibit E Contract Compliance Reporting Requirements

The term of this Agreement shall be from _____ through _____

The compensation payable to Contractor hereunder shall not exceed *(dollar amount written out)* (\$ _____) for the term of this Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

CONTRACTOR/COMPANY NAME

By: _____
Signature

By: _____
Signature

Name: _____
(Printed)

Name: _____
(Printed)

Title: President of the Board of Supervisors

Title: _____

Date: _____

Approved as to Form:

By: _____
County Counsel Signature

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

CONTRACTOR/COMPANY NAME

By: _____
Signature

By: _____
Signature

Name: _____
(Printed)

Name: _____
(Printed)

Title: Purchasing Agent

Title: _____

Date: _____

Date: _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and

further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

6. CONFORMITY WITH LAW AND SAFETY:

- a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
- c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, 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.

- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

- 8. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.

- 9. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.

- 10. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.

- 11. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's

services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA

Attn: _____

To Contractor: _____

Attn: _____

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 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 Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, 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.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812,

including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement

17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

19. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. TERMINATION: The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its _____ Services shall not exceed \$_____ payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:

Revised SLEB Provisions for use in Standard Services Agreement.

Red italic text below indicates instructions to County users.

Select the appropriate SLEB provision below for your contract and delete the unused options:

Option 1 – If Prime is subcontracting with SLEBs

Option 2 – If Prime is a SLEB

Option 3 – If SLEB Waiver was approved by GSA, Auditor-Controller or the Board

OPTION 1: If Prime is subcontracting with SLEBs use provision below:

SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:

Contractor shall subcontract with *company name (street address, city, state; Principal, name)*, for services to be provided under this Agreement in an amount equal to twenty percent (20%) *(or adjust percentage if more than or less than 20%.)* of the contract value of this Agreement in accordance with County's Small and Emerging Local Business provision, which includes but is not limited to:

- a. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.

- b. As is applicable, Contractor shall ensure that the certification status of participating SLEB subcontractors is maintained in compliance with the SLEB Program for the term of this contract.
- c. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).
- d. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System. Contractor and Contractor's small and/or emerging local businesses participating as subcontractors on the awarded contract are required to use the Elation web-based compliance system as described in Exhibit E (Contract Compliance Reporting Requirements) to report and validate payments made by Prime Contractors to the certified small and/or emerging local businesses. It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Elation compliance system. SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

County will be under no obligation to pay contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

OPTION 2 – If Prime is a SLEB use provision below:

SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:
Contractor has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order

to satisfy the County's Small and Emerging Locally owned Business provision. If during the term of this contract, Contractor's certification status changes, Contractor shall notify the County within three business days.

Should Contractor's status as a certified small or emerging local business change at any time during the term of this Agreement, Contractor shall negotiate with County to be in compliance with the County's Small and Emerging Local Business provision, including but not limited to:

- a. Contractor must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. As is applicable, Contractor shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this contract.
- d. For any subcontractors retained to comply with this provision, Contractor shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Said requests to substitute shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC). Further approval from the Board of Supervisors may also be required. .
- e. If subcontractors are added to the contract, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation compliance System (see Exhibit E). SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

Contractor shall meet the requirements above within 15 business days of the County notifying Contractor that it is no longer in compliance with the program. County will be under no obligation to pay contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

OPTION 3 -If SLEB Waiver was approved by GSA, Auditor Controller or the Board use provision below:

SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION: Contractor has been approved by County to participate in contract without SLEB participation. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision.

However, if circumstances or the terms of the contract should change, Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.
- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).

- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

County will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

- 22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
- 23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
- 24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- 25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
- 26. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.

32. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. PATENT AND COPYRIGHT INDEMNITY: Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software (“Contractor Products”) provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, “Losses”) arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County’s prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney’s fees and costs) incurred in relationship with County’s defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

35. EXTENSION: This agreement may be extended for two additional one year terms by mutual agreement of the County and the Contractor
36. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

ADDITIONAL PROVISIONS

Instructions:

- *(Delete this page “Additional Provisions” if there are no additional provisions or changes to the General Terms and Conditions)*

County Counsel Signature: _____

EXHIBIT A
DEFINITION OF SERVICES

(Modify language as needed)

1. Contractor shall provide _____ Services in accordance with the “Specific Requirements” section within County’s Request for Proposal No. _____ (RFP) and “Description of Services” section of Contractor’s Proposal dated _____. Said sections are incorporated herein by reference and attached hereto as Exhibit A-1, A-2, A-3, and A-4.
 - a. In the event of any conflict (direct or indirect) among any of the above-referenced exhibits, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that the scope of work described in the RFP sections and the scope of work described in Contractor’s proposal shall both be performed to the greatest extent feasible.
 - b. County and Contractor agree that the following Supplemental Provisions are incorporated into this Agreement, and that the Additional Provisions shall take precedence over inconsistent or conflicting provisions contained in the above-referenced exhibits.

2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County’s approval, which approval shall not be unreasonably withheld.

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

EXHIBIT C
INSURANCE REQUIREMENTS

EXHIBIT D

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, 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.

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 Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: _____

PRINCIPAL: _____ **TITLE:** _____

SIGNATURE: _____ **DATE:** _____

EXHIBIT E**COUNTY OF ALAMEDA
CONTRACT COMPLIANCE REPORTING REQUIREMENTS**

Upon receipt of signed contract documents, prime contractor shall immediately enter/assign subcontractors in the System, confirm payments received from the County within 5 business days in the System, immediately enter payments made to subcontractors and ensure that subcontractors confirm they received payments within 5 business days in the System. Subcontractors shall confirm their payments received from the prime contractor within 5 business days in the System.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating sub-contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County should schedule a representative from their office/company, along with each of their subcontractors, to attend training. The training schedule may be viewed online at http://www.elationsys.com/elationsys/support_1.htm or call Elation Systems at (510) 764-1870. A special access code will be provided to contractors and subcontractors participating in this contract awarded to allow use of the System free of charge.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.

STATEMENT OF WORK – Name of program

Name of contracting organization, hereinafter referred to as “CONTRACTOR” shall, pursuant to the provisions of this Contract and the (SSA Department), provide (type of services) for the Alameda County (SSA Department) (Program name)

I. SYSTEM OVERVIEW

II. CONTRACTOR OBLIGATIONS

III. PROGRAM SERVICES

IV. FISCAL COMPLIANCE