

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following 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: \$100,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 aggregate
E	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: 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 termination 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 shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). 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 minimum A.M. Best Rating of A- or better, 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. 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 furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any 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. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. CANCELLATION OF INSURANCE: All required insurance shall be endorsed 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 require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> Alameda County Social Services Agency, Workforce Investment Board, 24100 Amador St., 6th Floor, Hayward, CA 94544 Attn: Jan Pinney With a copy to Risk Management Unit (1106 Madison Street, Room 233, Oakland, CA 94607) 	

EXHIBIT D

COMMUNITY-BASED ORGANIZATION MASTER CONTRACT

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 and Board policy, the County has the responsibility to determine whether those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

The County discharges this responsibility by reviewing audit reports submitted by contractors and through other monitoring procedures.

I. AUDIT REQUIREMENTS

A. **Funds from Federal Sources:** non-federal entities which are determined to be subrecipients by the supervising department according to § ___. 210 of OMB Circular A-133 and which expend annual Federal awards of:

1. \$500,000 (\$300,000 if the fiscal year ended before January 1, 2004) or more must have a single audit in accordance with § ___.500 of OMB Circular A-133. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § ___.235 of OMB Circular A-133.
2. Less than \$500,000 (\$300,000 if the fiscal year ended before January 1, 2004) are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with § ___.230 (b)(2) of OMB Circular A-133.

B. **Funds from All Sources:** non-federal entities which receive annual funds through the County from all sources of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Government Auditing Standards covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.
3. If a non-federal entity is required to have or chooses to do a single audit, then it is not required to have a financial audit in the same year. However, if a non-federal entity is required to have a financial audit, it may be required to also have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Government Auditing Standards prescribed by the U.S. Comptroller General.
2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policies.
3. Audit reports must identify each County program covered in the audit by contract number, contract amount and contract period. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, they must prevail over those described here.

II. AUDIT REPORTS

At least two copies of the audit reports 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 contract period or other time frame specified by the department. The County supervising department is responsible for forwarding a copy 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 plan of corrective action to address the findings contained therein. 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 these audit requirements.

EXHIBIT E

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 Language Line Services—a 24-hour, seven-day-a-week, 365-days-a-year telephone language translation service—to supplement on-site language access services.

Ex E Language - Master C

Exhibit F

General Conditions / Special Conditions Workforce Investment Act (WIA)

I. WORKFORCE INVESTMENT BOARD (WIB) CONTRACT STIPULATIONS & COMPLIANCE

- A. The Workforce Investment Board (WIB) Department Liaison designated by the County shall be the primary WIA representative to Contractor.
- B. Contractor will ensure that appropriate staff attend required meetings of the Workforce Investment Board (WIB), ACCESS, EDES, and the Workforce Systems Committee. 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, the Program Liaison will identify additional trainings, inservice presentations, and/or activities that will also require mandatory attendance of appropriate staff.
- C. Employer Services Representative Designation – Each One-Stop Operator will designate no less than one (1) Employer Services Representative (ESR) to work in conjunction with ACWIB Business Services Director and ACWIB staff to implement the WIB Strategic Plan for Business Services at the One-Stop Career Center. The ESR:
 - 1. Must attend ACWIB Economic Development and Employer Services Committee meetings and participate in other appropriate ACWIB events and activities;
 - 2. Must attend meetings called by the ACWIB Business Services Director; and
 - 3. Must coordinate with and, when appropriate, participate in programs developed by the ACWIB Business Services Unit pursuant to the strategic plan for business services.
- D. Contractor will develop and have an approved Employer Services Plan in place that includes as one of the offerings, On-the-Job-Training (OJT) services and an established goal.
- E. 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.
- F. The contractor is required to comply with all Action and Informational Bulletins promulgated by the WIB.
- G. The Contractor will be responsible for meeting the final WIA 2006-2007 performance goals after the State releases them. Contract Attachments B-2 and B-3 initially include goals established for the previous program year. Goals listed in B-2 and B-3 will be changed after the State releases its PY 2006-2007 goals.
- H. Contractor will be responsible for providing post-placement follow-up services for 12 months after the first day of employment of eligible participants.
- I. Contractor must have a written Support Services policy available upon request.
- J. 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 herefrom, and shall not invalidate the remaining provisions.
- K. Contracts for consultant or professional services, and the rental, lease or lease/purchase of equipment proposed to be entered into by Contractor/subcontractor in connection with the performance of this contract must be submitted to and approved by the County prior to being executed by Contractor. Each contractor shall use its own procurement procedures, which reflect applicable State and local laws and regulations provided that the contractor's procurement procedures also comply with the minimum federal requirements.
- L. 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.

- M. 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.

- N. 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.
- O. Contractor must adhere to WIB's performance standards, service levels and cost guidelines specified in Exhibits A and B of this contract.
- P. The County reserves the right to terminate this contract, and/or any subcontracts, for cause and for convenience. Such terminations will be allowed for, but not limited to, the following reasons: If contractor and/or subcontractors fail to comply with the terms of this contract; or if the availability of funds to the County is reduced during the period of the contract. 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 Investment Board. This shall include review of the basis for any settlement.
- Q. Any significant program changes imposed to this contract shall be reviewed by the Alameda County Workforce Investment 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 Investment Board.
- R. All recipients of WIA 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.
- S. 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. 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).
- B. 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. 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. In signing this contract, contractor certifies that it and its subcontractors will, or will continue to, provide a drug-free workplace.
- E. Contracts in excess of \$100,000 will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clear Air Act and Section 508 of the Clean Water Act – per reference at 29 CFR 97.36(i)(12).
- F. 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. 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 WIA AND COUNTY POLICIES

- A. 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. Said policies are incorporated herein by this reference, and Contractor acknowledges receipt of copies of both policies.
- B. Contractor will comply with all policies and procedures, and any changes necessary, as a result of the implementation of the Workforce Investment Act (WIA) and with changes in the federal, state, county and/or WIB regulations, policies or procedures governing the WIA Programs.
- C. 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 WIA Program.
- D. 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. The eligibility of participants shall be determined in accordance with federal and state guidelines, and the WIB shall keep Contractor informed of any changes in said guidelines.
- F. 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 WIB 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 WIB, the WIB 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 WIB 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 WIB 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 WIB 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.

- G. Contractor and subcontractor(s) assures that he/she/they will comply with Title VII of the Civil Rights Act of 1964 and provisions of WIA Section 188 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 WIA 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 WIA programs or activities, must include the following taglines: This WIA 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. 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. WIA grant funds shall not be utilized for political activities, nor to assist, promote or deter union organizing.
- C. 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. 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 WIA funds and revenues from any other source, whether public or private, Contractor shall submit a comprehensive cost allocation plan.
- B. 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 advances 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.
- C. To assure a proper accounting for all funds paid under this contract, Contractor/subcontractor shall maintain separate program statistical and fiscal records and accounts which 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.

Contractor will maintain a cost allocation plan which explains the methodology used to determine costs which 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 which identify expenditures by cost category in accordance with applicable laws and regulations.

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, and Alameda County Audit Policies as appropriate. The Audit for the year ending June 30 shall be due no later than December 31 of the same year.

- D. Contractor shall submit an invoice by the **fifth** working day following the close of each month for all expenditures incurred under this contract for the prior month. 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-I. For the purpose of contractors that are receiving monthly advances, "monthly cumulative plan to date" shall be defined to include the month for which the advance is being requested. Exceptions to these limits may be granted for all cost categories except Administration by the contractor's WIB Department Liaison, but in no case shall the sum of all reimbursed funds exceed the total contract amount.

- E. All administrative functions relative to WIA expenditures will be covered by non-WIA resources; administrative costs will be identified and tracked by the One-Stop Operator.
- F. Contractor will track, report, and invoice expenditures for the delivery of: universal, intensive, and training services, as defined by WIA & WIB; and other costs of One-Stop operation as "other services" per the invoice form provided by the Alameda County WIB.

VI. PROPERTY/COPY RIGHTS AND PATENTS

- A. 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. 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. 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 WIB. Any such property shall be limited to uses necessarily encountered in the performance of this contract.

Subrecipients 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. 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 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 WIB.
- B. Contractor and subcontractor shall provide access by the WIB, 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. Each funded subrecipient (One-Stop Operators, Youth Programs, etc.) subcontracting with another entity to provide WIA services to eligible clients, is responsible for oversight and monitoring of those subcontractors to ensure that services are provided in compliance with WIA 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 WIA Program Operators and made available for review by Alameda County WIB program and fiscal monitors, and State monitors. All monitoring reports must be maintained for five years.

VIII. RECORDS RETENTION

- A. 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 WIB 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 WIB's principle office within five (5) working days after receipt of written notice from the County to produce the same.

**ALAMEDA COUNTY WORKFORCE INVESTMENT 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.

Dr. Doug Treadway, President/Superintendent
Printed Name and Title of Authorized Representative

Ohlone Community College District
Agency Name

Signature

Date.