

## Exhibit F

### General Conditions / Special Conditions Workforce Investment Act (WIA)

- I. WORKFORCE INVESTMENT BOARD (WIB) CONTRACT STIPULATIONS & COMPLIANCE
- A. **Designated Liaison to Contractor.** The Workforce Investment Board (WIB) Department Liaison designated by the County shall be the primary WIA 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 WIB and WIB 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, inservice 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 WIB..
  - J. **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.
  - K. **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.
  - L. **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.
  - M. **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.

- N. **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.
- O. **Adherence to Contract Specifications and Standards.** Contractor must adhere to WIB's performance standards, service levels and cost guidelines specified in Exhibits A and B of this contract.
- P. **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 Investment Board. This shall include review of the basis for any settlement.

- Q. **Program Changes.** 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. **Organizational Changes.** 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. **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](http://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. **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, as a result of the implementation of the Workforce Investment Act (WIA) and with changes in the federal, state, county and/or WIA/WIB regulations, policies or procedures governing the WIA Programs.
- C. **Participant Eligibility.** 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.
- 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 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.

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 ACWIB 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 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. **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.** WIA 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 WIA Program. Contractor certifies and agrees that no monetary compensation of any kind will be offered or promised to induce employers to hire WIA 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 WIA 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 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.
  
- 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 Investment 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, 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 of 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 **15<sup>th</sup> 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 15<sup>th</sup> 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 **15<sup>th</sup> 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 ACWIB 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 WIB Department Liaison, but in no case shall the sum of all reimbursed funds exceed the total contract amount.

Corrective Action Procedures: The ACWIB 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.

1. 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.
2. 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.
3. 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.
4. 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-WIA resources will cover all administrative functions relative to WIA expenditures; administrative costs will be identified and tracked by the Contractor.

The Workforce Investment Act regulations at 20 CFR 667.200 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 WIA 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 WIA 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 subrecipients 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: Core-A Self-Directed (universal), Core-B Staff Assisted, 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. **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 WIB. 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 WIB.
- B. **Access to Records and Documents.** Contractor and subcontractor shall provide access by the WIB, 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 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-WIA 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 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. **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 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.