

Contract #: 09-AC-OhC2
Funding: WIA Title I Formula
Grants and ARRA

Oakland Private Industry Council, Inc. ("Oakland PIC")
on behalf of the Alameda County Workforce Investment
Board ("ACWIB")

AGREEMENT made by and between:

Oakland Private Industry Council, Inc. 1212 Broadway, Suite 300 Oakland, CA 94612 Contact: Pam Salsedo System Services Manager Phone: (510) 768-4403 Email: psalsedo@msn.com	Ohlone Community College District 39399 Cherry Street Newark, CA 94560 Contact: Leta Stagnaro Phone: 510-742-2300 Email: Lstagnaro@Ohlone.edu Tax ID: 94-2378181
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The parties execute this Subcontract Agreement for the effective date and the period of performance specified:

- Subcontract Term
Program Year: PY 2009
Subcontract Effective Date: 1/01/2010
Performance period: 1/01/2010 – 6/30/2010
- Purpose
The purpose of this Subcontract is to engage the services of Ohlone Community College District (Subcontractor) to provide: course fees, textbooks, supplies, and parking for up to 30 students enrolled in the self-paced Cisco certification training program, delivered through Ohlone College's Regional Cisco Network Academy training program.
- Type of Subcontract
ACWIB has contracted with the Oakland PIC to act as its fiscal agent in establishing this Subcontract with Ohlone Community College District for services defined in Attachment A. The Federal funds available are allocated under the Workforce Investment Act Grants awarded to ACWIB. Those funds, hereby obligated by the Oakland PIC on behalf of ACWIB, are to be paid according to applicable regulations and rules governing Cost Reimbursement Contracts.
- Obligation
The Oakland PIC will reimburse Subcontractor up to a total of \$111,450.00 as detailed in Attachment B.


5. Summary of Program Services

The scope of work is included in this document as Attachment A. This Subcontract encompasses the work to be performed by Subcontractor, for ACWIB in relation to the above referenced projects.

This Subcontract consists of all items and exhibits attached and/or referenced, all of which have been examined and agreed upon, as evidenced by this signing.

OAKLAND PRIVATE INDUSTRY COUNCIL, INC

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By: 
Gay Plair Cobb
Title: Chief Executive Officer

Date: 11/23/09

SUBCONTRACTOR:

By: 

Date: 11/17/09

Title: ACP ACADEMIC AFFAIRS
Ohlone College

The purpose of this Subcontract is to set forth the responsibilities of Ohlone Community College District, as a subcontractor to provide training resources through Ohlone College's Regional Cisco Network Academy training program. These services are contracted by the Oakland Private Industry Council, Inc. (Oakland PIC), on behalf of the Alameda County Workforce Investment Board (ACWIB), and pursuant to the Workforce Investment Act (WIA).

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

1.0 GENERAL PROVISIONS

1.0 CONTROLLING AUTHORITY

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

1.1 PARTIES TO THE AGREEMENT

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

1.2 CROSS INDEMNIFICATION

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

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

1.4 ACCESS

The Subcontractor must provide access to the ACWIB/Oakland PIC, the State of California, and the U.S. Department of Labor, and their authorized representatives, to financial records, supporting documents, statistical records and all other records pertinent to this Contract for the purpose of making audits,

exams, excerpts and transcription, at all times that the grant is in force and for a period of four (4) years thereafter, as required by OMB Circulars related to this Contract, and/or pursuant to the use of WIA funds. Such records must be retained for that same period or until notified by the ACWIB/Oakland PIC that there is no further need for retention.

1.5 GRIEVANCE

Grievances arising under a WIA-funded program whether related to program or Equal Opportunity issues will be limited to the interpretation and application of federal/state regulations, ACWIB/Oakland PIC and State/Department of Labor policies and procedures. Such grievances will not include interpretation of the contents of this Contract. Resolution of grievances will be in accordance with policy established by the Department of Labor, the State of California, the Workforce Investment Act, and the ACWIB/Oakland PIC.

1.6 CONSIDERATION FOR PAYMENT

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

2.0 INSURANCE COVERAGE

- 2.0 Subcontractor agrees, during the term of this Contract (including any extensions), to keep in effect its self-insurance or other insurance policies as required by law; and to provide coverage, as applicable, that may be required by the performance of the Contract in the following minimum requirements (**Note:** Payment shall be withheld if current required insurance certificates are not on file at the Oakland PIC):
- a. Workers' Compensation in accordance with the provisions of Section 3700 of the State of California Labor Code; or, if Workers Compensation is not applicable, Medical and Accident insurance in the amount of one million dollars (\$1,000,000), for injury or disease resulting from an individual's participation in any activity;
 - b. General Liability Coverage in the amount of one million dollars (\$1,000,000), including, but not limited to, accident coverage on an "occurrence" basis and coverage of both personal injury and bodily injury. Such coverage will provide that no other insurance in which the ACWIB/Oakland PIC is a covered party will be called upon to contribute to a loss. Subcontractor shall name the ACWIB/Oakland PIC, its officers, employees and agents as additional insured under the policy.

- c. If Subcontractor uses vehicles in the performance of this Contract, Subcontractor will provide evidence of Auto Liability Coverage in the amount of one million dollars (\$1,000,000).

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

3.0 FUND AVAILABILITY

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

4.0 MODIFICATION AND TERMINATION

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

5.0 ASSIGNMENT

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

6.0 REPORTING FRAUD, WASTE, ABUSE AND CRIMINAL ACTIVITY

- 6.0 Subcontractor must not engage in, and must advise the ACWIB/Oakland PIC directly and immediately, of any apparent improper or fraudulent use of WIA funds that comes to Subcontractor's attention, or of any apparent supplying of misinformation to the ACWIB/Oakland PIC or their representatives. WIA regulations, Title 20 CFR Section 667.505 and 667.630, require that information and complaints involving criminal fraud, waste, abuse or other criminal activity must be reported immediately through the Department of Labor's Incident Reporting System to Office of the Inspector General (OIG), with a copy simultaneously provided to the Employment and Training Administration. (See Attachment D.)
- 6.1 WIAD02-03 – Incident Reporting, incorporated by reference and made a part of this Contract, delineates the State-imposed requirements to report all instances of fraud, waste and abuse, and criminal activity to OIG and the Compliance Review Division (CRD) within one working day of the detection of the incident.
- 6.2 Further, Subcontractor shall, in addition to the above reporting, also submit a copy of such report to the ACWIB/Oakland PIC at the same time.

7.0 ASSURANCES AND CERTIFICATIONS

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

Safeguard Against Fraud & Abuse/Statement of Non-Discrimination

- 7.0. Subcontractor will administer its programs under the WIA in full compliance with safeguards against fraud and abuse as set forth in federal and state regulations, directives and policies.
- 7.1. No portion of Subcontractor's WIA program will in any way discriminate against, deny benefits to, deny employment to or exclude from participation any persons on the grounds of race, color, sex, sexual orientation, age, handicap, or political/religious affiliation or beliefs; and it will provide employment and training services to those most in need of them and most able to benefit from them, including but not limited to, low income persons, disabled individuals,

persons facing barriers to employment commonly experienced by older workers, and persons of limited English-speaking ability.

- 7.2 Program activities will be available to all eligible individuals regardless of religious affiliation or non-affiliation. WIA participants shall in no way perform or assist in the performance of activities that are sectarian in nature.
- 7.3 Participation in programs and activities financially assisted in whole or in part under this Act shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens and refugees, parolees, and other individuals authorized by the Attorney General to work in the United States.
- 7.4 No individual will be intimidated, threatened, or coerced, or discriminated against because of filing a complaint, furnishing information, or assisting or participating in any manner in an investigation, compliance review, hearing or any other activity related to the administration of WIA.
- 7.5 Subcontractor has and adheres to established personnel policies with respect to hiring practices, promotion, demotion, leave and holiday practices, termination criteria and disciplinary practice, which reflect the ACWIB/Oakland PIC policies with regard to equal opportunity employment.

Administrative Regulations

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

Confidentiality of Client Files

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

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

- 7.9 Subcontractor shall comply with all provisions of state and federal equal opportunity and nondiscrimination laws including, but not limited to:
 - The Workforce Investment Act, Section 188

- Title VI of the Civil Rights Act of 1964, as amended
- Title VII of the Civil Rights Act of 1964, as amended
- The Age Discrimination Act of 1975, as amended
- Sections 503 and 504 of the Rehabilitation Act of 1973, as amended
- Title IX of the Education Amendments of 1972, as amended
- Title 29 CFR, Part 37
- Title 29 CFR, Part 32, Nondiscrimination on the Basis of Handicap in programs and activities receiving or benefiting from Federal Financial Assistance;
- The Americans with Disabilities Act of 1990, as amended
- The Drug Free Workplace Act of 1988
- The Americans with Disabilities Act of 1990, as amended.
- Equal Employment Opportunity – Executive Order 11246, as amended by Executive Order 11375, and as supplemented by regulations at 41 CFR Part 60
- All promulgating rules and regulations associated with these laws and orders.

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

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

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

7.10 Subcontractor certifies that Subcontractor:

- a. Will comply with the Workforce investment Act (WIA) and all of its promulgating regulations and rules.
- b. Will comply with the Drug Free Workplace Act of 1988.
- c. Is in compliance with all applicable federal, state, and local laws governing work place health and safety conditions, payment of wages, collective bargaining, labor relations, and any other regulations affecting personnel who are mandated by law or legal agreement.
- d. Will comply with all applicable standards, orders or regulations pursuant to the Clean Air Act and Federal Water Control Act, as amended.

- e. Will comply with all applicable federal, state and local laws pertaining to copyrights including that the federal awarding agency reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee, contractor or subcontractor purchases ownership with grant support.

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

Conflict of Interest

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

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

7.13 The Subcontracting Agency certifies that:

- a. Neither Subcontractor nor Subcontractor's principals or employees are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- b. Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this Contract.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor may pursue available remedies, including suspension and/or debarment.
- d. The prospective recipient of federal assistance funds shall provide immediate written notice to ACWIB/Oakland PIC if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- e. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing E.O. 12459.
- f. The prospective recipient of federal assistance funds agrees that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation.

State and Federal Lobbying Laws and Regulations

- 7.14 Subcontractor will comply as applicable with all provisions of state and federal lobbying laws and regulations pursuant to Section 1352, Title 31 of the U.S. Code, and 34 CFR Part 82. Subcontractor certifies that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL “Disclosure Form to Report Lobbying” in accordance with its instructions.
 - c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
 - d. No funds provided under this grant shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself. Nor shall grant funds be used to pay the salary or expenses of any grant or agreement awardee or agent acting for such awardee, related to any activity designed to influence legislation or appropriations pending before the Congress.

Reporting Requirements

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

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

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

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

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

AMERICAN RECOVERY & REINVESTMENT ACT (ARRA)

- 7.17 **Purposes and Principles:** In accordance with the intent of the ARRA, funds must be spent expeditiously and effectively, with full transparency and accountability in the expenditure of funds. The ARRA provides more than an injection of workforce development resources into communities in need across the country. The significant investment of stimulus funds presents an extraordinary and unique opportunity for the workforce system to accelerate its transformational efforts and demonstrate its full capacity to innovate and implement effective One-Stop service delivery strategies. Contractor is encouraged to take an expansive view of how the funds can be integrated into transformational efforts to achieve a new level of effectiveness throughout the public workforce system. In this system, the needs of workers and employers are equally important in developing thriving communities where all citizens succeed and businesses prosper. Successful implementation of the ARRA includes not only quick and effective provision of services and training for workers in need, but also leveraging changes in the

system's basic operations to emerge as a strong, invigorated, innovative public workforce system capable of helping enable future economic growth and advancing shared prosperity for all Americans. ARRA funds are intended to supplement, not supplant existing WIA Title I funds.

Limit on Funds: None of the funds appropriated or otherwise made available in the ARRA may be used by any Subgrantee, contractor, local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

Responsibilities for Informing Subcontractors: Contractor agrees to separately identify to each of their subcontractors, and to document at the time of the subcontract and at the time of disbursement of funds, the Federal award number (AA-17110-08-55-A-6), the CFDA number, and the amount of ARRA funds.

Reporting: Program Management and Financial Expenditure: Accountability guidelines for the ARRA emphasize data quality, streamlining data collection, and collection of information that shows measurable program outputs. The ARRA also emphasizes transparency and frequent communication with the American public about the nature of the ARRA investments. Accordingly, the ETA is developing reporting guidelines that will minimize any new collection burdens yet provide timely accurate accounting of system performance and outcomes. The Contractor shall collect and report information as conveyed in upcoming ARRA reporting instructions to be issued by the ACWIB, following the receipt by the ACWIB of ETA instructions.

Applicable Authority: ARRA funds provided under this Contract agreement must be expended in accordance with all applicable federal statutes, regulations, policies, and guidance, including those of the ARRA of 2009 and the Workforce Investment Act of 1998 (*as presently in effect and as may become effective during the terms of this Agreement*). In addition, the ARRA funds must be spent in accordance with the applicable approved WIA State plan including approved modifications and amendments to the plan and with the applicable approved WIA Local plan including approved modifications and amendments to the Local plan.

Veterans' Priority Provisions: ARRA funds, as with the WIA funds that they supplement, funded by the U.S. Department of Labor, are subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215), as implemented by the Final Rule published on December 19, 2008 at 73 Fed. Reg. 78132. The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. In addition, in accepting these ARRA funds, the Contractor assures that they will comply with the Veterans' Priority Provisions established by the Jobs for Veterans Act (38 USC 4215).

General Provisions of ARRA, as applicable: The following clauses are specific to usage of ARRA funds and are intended to supplement, not replace any existing terms and conditions:

Wage Rate Requirements: Subject to further clarification issued by the Office of Management and Budget and notwithstanding any other provision of law and in a manner consistent with other provisions of the ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Contractor pursuant to this award shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code. (ARRA Sec. 16064)

Whistleblower Protection: Contractor and their subcontractors awarded funds made available under the ARRA shall promptly refer to the Grantor Office of Inspector General any credible evidence that a principal, employee, agent, contractor, subrecipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. (ARRA Sec. 1553)

Buy American – Use of American Iron, Steel, and Manufactured Goods: None of the funds appropriated or otherwise made available by the ARRA may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States. See ARRA Section 1605 – Buy American Requirements. **NOTE:** WIA Title I prohibition on construction, in accordance with 20 CFR 667.260, remains applicable to SubGrantees and their Contractors.

8.0 STATEMENT OF WORK PROVISIONS

- 8.0 The terms and definitions cited in the WIA and its regulations are expressly applicable to the work to be performed under this Contract.
- 8.1 Activities conducted by Subcontractor under this Contract shall include those services listed in the Statement of Work (Attachment A).
- 8.2 Subcontractor must maintain all records and follow all procedures and policies regarding the grant and its reporting requirements, as necessary, in accordance with those set forth by the ACWIB/Oakland PIC in order to ensure proper submission of reports and invoices in a timely manner to allow the

ACWIB/Oakland PIC to report to the State / EDD and/or DOL as required.

- 8.3 Subcontractor must monitor Contract performance in the manner stated in the Statement of Work, and, in addition to the reporting requirements of the grant, if requested, will submit to the ACWIB/Oakland PIC a narrative report detailing program progress, any operating difficulties and, if applicable, proposed corrective action.
- 8.4 Subcontractor will submit monthly activity and fiscal reports regarding services provided to the ACWIB Fiscal Manager by the fifteenth (15TH) working day following the close of each month. The fiscal reports must include expenditures. (See Attachment B, Budget.)
- 8.5 In addition to the cooperation and access enunciated in Sections 1.4 and 8.2 above, Subcontractor must actively cooperate with all requests for information including telephone and written requests within 24 hours, and shall provide the ACWIB/Oakland PIC with access to such facilities and records as are necessary to establish Subcontractor compliance within the terms of this Contract.

9.0 CONTRACT PAYMENT PROVISIONS

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

Billing and Payment Procedures

- a. Subcontractor completes invoice documentation and submits paperwork to ACWIB Program Liaison;
- b. ACWIB reviews the invoice(s) with the Fiscal Manager and obtains approval for the invoice(s), and forwards invoice(s) to Oakland PIC for payment;
- c. Oakland PIC shall pay Subcontractor for properly submitted invoices within thirty (30) days of receipt from ACWIB;
- d. Subcontractor may submit invoices to the ACWIB for services provided through the end of contract term as stated on page one of the contract;

Fiscal Control and Accountability, if applicable

- 9.1 All indirect costs to the Contract shall be supported by documents that indicate current approval by a cognizant federal/state agency and be received and approved by the ACWIB/Oakland PIC. These documents shall detail the rate calculation method and the method by which the rate is applied to WIA funds. In

the absence of an approved indirect cost rate, a current, ACWIB/Oakland PIC-approved, cost allocation plan with full explanation of revenues and prorated costs must be filed with ACWIB/Oakland PIC prior to the receipt of any WIA funds under this Contract.

- 9.2 Subcontractor must adhere to all federal, state, and local laws with respect to payment of employees, and maintain full and adequate documentation of employee payroll, work time and attendance, leave and vacation time; and, where staff time is allocated to different cost categories of contracts or funds, documentation shall be maintained to show prorated time. ACWIB/Oakland PIC reserves the right to establish maximum amounts that may be expended for staff salaries funded under the Contract.
- 9.3 Subcontractor shall confine expenditures to funds negotiated and allocated to applicable cost categories and program activities designated in the Contract or modification hereof. Costs incurred before or after the stated period of performance will not be reimbursed and are the sole responsibility of the Subcontractor. In no event shall ACWIB/Oakland PIC be liable for expenditures in excess of the amount and rate allowed in any cost category applicable to the Contract or for any amount in excess of that obligated by the ACWIB/Oakland PIC as set forth on the title page of this Contract or any modification hereto.
- 9.4 Subcontractor must keep Contract expenditures under continuous review. When Subcontractor's activities under this Contract fall significantly under plan, ACWIB/Oakland PIC reserves the right to unilaterally deobligate funds and amend the Contract accordingly.
- 9.5 All revenues and expenditures under this Contract must be accounted for separately.
- 9.6 Subcontractor's performance under this Contract will be monitored regularly and measured against performance standards set forth herein. The ACWIB/Oakland PIC may perform scheduled and unscheduled program and fiscal monitoring. When monitoring determines that programmatic and/or fiscal improvements or changes are required, corrective action plans or budget modifications will be required by ACWIB/Oakland PIC and, as necessary, this Contract will be so amended.
- 9.7 Every officer, director, agent or employee who is authorized to receive or deposit funds, issue checks or other instruments or payment for program costs incurred shall be covered by a blanket position bond.
- 9.8 Unearned payments under this Contract may be suspended or terminated upon refusal to accept any conditions that may be imposed by the U. S. Department of Labor, State, or ACWIB/Oakland PIC.

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

Contract Budget:

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

WAGES:

- Time sheets showing total hours worked and hours worked on the Contract
- Timesheets must be signed by employee and supervisor
- Payroll records
- Fringe benefits
- Payroll tax deposits, coupons and receipts
- Invoices for health benefits indicating date of payment and check number

OTHER:

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

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

STATEMENT OF WORK

Ohlone College will provide training

The Alameda County Workforce Investment Board (ACWIB) will pay to Ohlone: course fees, textbooks, supplies, and parking for up to 30 students. The self-paced Cisco certification training program, delivered through Ohlone College's Regional Cisco Network Academy training program, will consist of a combination of instructor-led, computer-based training, and hands-on computer lab activities for up to 320 hours meeting 5 days per week (M - F). The training will be provided in an open-entry open-exit format with a duration from 8 to 12 weeks. The lab hours will be between 9:00am and 3:00pm M-F on the Ohlone Fremont Campus. The program will run from the middle of January 2010 to the end of May 2010. Cisco certifications that can be achieved include CCENT (Cisco Certified Entry-level Network Technician), CCNA (Cisco Certified Network Associate), and/or CCNP (Cisco Certified Network Professional).

This training will also include an optional and competitive On-the-Job Training opportunity offered through Ohlone College's Regional Cisco Network Academy, SigmaNet, and Cisco, called CAMP (Cisco Academy Mentoring Program). All certification levels will be eligible to compete for CAMP.

The program will be open to dislocated workers under WIA student enrollment beginning Monday, January 11, 2010. Ohlone College will provide up to five (5) additional entry-dates, at two-week increments, (Jan 25, Feb 8, Feb 22, Mar 8, and March 22). The program will take place on the Ohlone Fremont Campus. This contract will be in effect from January 1, 2010 through June 30, 2010.

Program Description:

Students will enhance their workforce skills by achieving Cisco certification. This includes:

1. Cisco Certified Entry Networking Technician (CCENT™) validates the ability to install, operate and troubleshoot a small enterprise branch network, including basic network security. With a CCENT, network professional demonstrates the skills required for entry-level network support positions - the starting point for many successful careers in networking. The curriculum covers networking fundamentals, WAN technologies, basic security and wireless concepts, routing and switching fundamentals, and configuring simple networks. CCENT is the first step toward achieving CCNA, which covers medium size enterprise branch networks with more complex connections.
2. Cisco Certified Network Associate (CCNA®) validates the ability to install, configure, operate, and troubleshoot medium-size route and switched networks, including implementation and verification of connections to remote sites in a WAN. CCNA curriculum includes basic mitigation of security threats, introduction to wireless networking concepts and terminology, and performance-based skills. This new curriculum also includes (but is not limited to) the use of these protocols: IP, Enhanced Interior Gateway Routing Protocol (EIGRP), Serial Line Interface Protocol Frame Relay, Routing Information Protocol Version 2 (RIPv2), VLANs, Ethernet, access control lists (ACLs).
3. Cisco Certified Network Professional (CCNP®) validates knowledge and skills required to

install, configure and troubleshoot converged local and wide area networks with 100 to 500 or more nodes. With a CCNP certification, a network professional demonstrates the knowledge and skills required to manage the routers and switches that form the network core, as well as edge applications that integrate voice, wireless, and security into the network. The CCNP curriculum includes building scalable Cisco networks, Cisco multilayer switched networks, securing converged wide area networks, and optimizing converged networks.

Students Learning Outcomes

In achieving CCENT certification status the student will:

1. Describe the operation of data and converged networks.
2. Implement a small switched network.
3. Implement an IP addressing scheme and IP services to meet network requirements for a small branch office.
4. Implement a small routed network.
5. Explain and select the appropriate administrative tasks required for a WLAN (Wireless Local Area Network).
6. Identify security threats to a network and describe and apply general methods to mitigate those threats.
7. Implement and verify WAN (Wide Area Network) links.

In achieving CCNA certification status the student will:

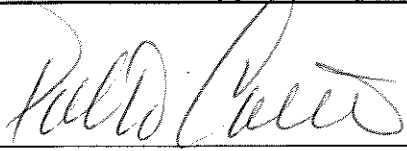
1. Describe how a network works
2. Configure, verify and troubleshoot a switch with VLANs and interswitch communications
3. Implement an IP addressing scheme and IP Services to meet network requirements in a medium-size Enterprise branch office network.
4. Configure, verify, and troubleshoot basic router operation and routing on Cisco devices
5. Explain and select the appropriate administrative tasks required for a WLAN
6. Identify security threats to a network and describe general methods to mitigate those threats
7. Implement, verify, and troubleshoot NAT and ACLs in a medium-size Enterprise branch office network.
8. Implement and verify WAN links

In achieving CCNP certification status the student will:

1. Meet all of the outcomes for the CCNA certification.
2. Implement appropriate technologies to build a scalable routed network
3. Build campus networks using multilayer switching technologies
4. Improve traffic flow, reliability, redundancy, and performance for campus LANs, routed and switched WANs, and remote access networks
5. Create and deploy a global intranet

6. Troubleshoot an environment that uses Cisco routers and switches for multiprotocol client hosts and services.
7. Perform entry-level tasks in the planning, design, installation, operation and troubleshooting of Ethernet, TCP/IP networks.

Statement of Work Approved by ACWIB:



Date: 11/10/09

Patti Castro, Assistant WIB Director

BUDGET

1. The offering that is the subject of this Agreement shall be for the exclusive benefit of ACWIB and shall be open to its designees only. Ohlone College shall not receive any State support for the classes.

2. In consideration for the instructional and related services provided by Ohlone College, ACWIB agrees to pay \$111,450.00 as determined below:
 - 2.1 Instruction, 480 hours @ \$175/hour.....\$84,000.00
 - 2.2 Instructional Materials.....\$26,400.00
 - 2.3 Parking..... \$1,050.00

PAYMENT TERMS

1. Subcontractor will submit an invoice for 50% of the total contract upon the start of the program and the remaining 50% at the completion of all terms of the contract.
2. ACWIB will authorize payment to Subcontractor upon submission of an invoice, and a complete report with documentation providing dates and services that are performed pursuant to the Agreement.
3. Payment under the terms of the Agreement shall not exceed the total amount of One Hundred Eleven Thousand dollars and No Cents \$111,450.00.
4. The term of the Agreement will be January 2010 through June 30, 2010
5. The Alameda County Workforce Investment Board Staff will approve invoices.
6. Oakland PIC shall pay subcontractor for properly submitted invoices within thirty (30) days of receipt from ACWIB

ATTACHMENT D and D1

ATTACHMENT E

ADDITIONAL TERMS

1 Cancellation

- 1.1 Ohlone College retains the right to cancel a course(s) offered under this Agreement no later than 7 days before the first meeting of the course. If Ohlone College cancels a course(s), **ACWIB** shall not be liable for any payments to Ohlone College.
- 1.2 **ACWIB** retains the right to cancel a course(s) offered under this Agreement no later than 7 days before the first meeting of the course.

2 Contracting with Institute's Trainers

- 2.1 **ACWIB** agrees not to contract independently with the Ohlone College's Corporate Learning Institute's trainer(s) for a period of one year after the completion of the training.

3 Reporting

Monthly activity reports regarding services will be provided to the ACWIB by the fifteenth (15TH) working day following the close of each month.

4 Notices

Any notice or correspondence required by this Agreement shall be delivered personally or by United States Mail, or Fax or Email transmittal as follows:

For the institute:

Leta Stagnaro
 AVP Ohlone College Newark Center
 39399 Cherry Street
 Newark, CA 94560
 (510) 742-2300 Fax (510) 742-2332
 email: Lstagnaro@Ohlone.edu

For the Agency:

Roy Bertuccelli
 Alameda County WIB
 Program Financial Specialist
 24100 Amador St., 6th Floor
 Hayward, CA 94544
 510 259-3833 Fax 510 259-3845
rbertuccelli@acgov.org

5 Non-Discrimination

Neither party to the Agreement shall, on the basis of ethnic group identification, religion, age, sex, color or physical or mental disability unlawfully deny any person the benefits of or unlawfully subject any person to discrimination in the operation of this Agreement.

6 Confidentiality

The Institute agrees that any information acquired by instructors during their assignment with ACWIB concerning the business practices, policies or operation of ACWIB will be treated as confidential and not available for publication or broadcast without specific prior written permission of ACWIB

AGENCY

On behalf of Alameda County
Workforce Investment Board

By *Leta Stagnaro*

Title: *Asst. Dir.*
Date: *11/10/09*

INSTITUTE

On behalf of the Ohlone
Community College District

By *Leta Stagnaro*

Title: AVP Ohlone College Newark Center
Date: _____

DIRECTIVE



WORKFORCE INVESTMENT ACT

Number: WIAD02-3

Date: September 10, 2002
69:75:va:5093

TO: WORKFORCE DEVELOPMENT COMMUNITY

SUBJECT: INCIDENT REPORTING

EXECUTIVE SUMMARY:

Purpose:

This directive provides procedures for reporting incidents, including but not limited to criminal fraud, criminal abuse or other criminal activity and noncriminal complaints, such as waste of funds, to the Compliance Review Division (CRD) of the Employment Development Department (EDD) and the Department of Labor's (DOL) Office of Inspector General (OIG).

Scope:

This directive applies to Local Workforce Investment Areas (LWIA) and other subrecipients of programs funded under the Workforce Investment Act (WIA).

Effective Date:

This directive is effective on release.

REFERENCES:

- Title 20 Code of Federal Regulations (CFR) Sections 667.505 and 667.630

STATE-IMPOSED REQUIREMENTS:

This directive contains State-imposed requirements that are shown in ***bold, italic*** type.

FILING INSTRUCTIONS:

This directive finalizes Draft Directive WIADD-28, issued for comment on January 10, 2002. Retain this directive until further notice.

BACKGROUND:

The WIA regulations, Title 20 CFR Section 667.630, requires that information and complaints involving criminal fraud, waste, abuse or other criminal activity must be reported immediately through DOL's Incident Reporting System to OIG with a copy simultaneously provided to the Employment and Training Administration (ETA). The Incident Reporting System also processes noncriminal complaints regarding mismanagement and gross waste of funds. The information requested in this directive

EDD is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Special requests for services, aids, and/or special formats need to be made by calling (916) 654-8055 (Voice). TTY users, please call the California Relay Service at 711.

completes DOL's Incident Report Form and acknowledges the types of incidents that the OIG Hot Line seeks to identify. Reports may be submitted to the OIG at their Web site www.oig.dol.gov/hotnet1.htm, by telephone at 1-800-347-3756, by fax to (202) 693-5210, or by mail to:

Office of Inspector General
United States Department of Labor
200 Constitution Avenue, N.W., Room S-5506
Washington, D.C. 20210

This directive ensures that all instances of fraud, abuse, or other criminal activity associated with WIA-funded activities are concurrently reported to CRD.

When an individual has knowledge or suspicion of a violation of the WIA or its regulations, the individual must take prompt and appropriate action.

POLICY AND PROCEDURES:

Definitions:

Complaint, for this directive only, means criminal complaint and noncriminal complaints accepted by DOL as incidents, such as gross waste of funds, mismanagement and dangers to the public health and safety.

Subrecipient, for this directive, means LWIAs and other recipients that receive WIA funds directly from the State.

Lower-tier subrecipient means a recipient that does not receive WIA funds directly from the State.

General:

All subrecipients that receive WIA funds shall promptly report to OIG and CRD all allegations of WIA-related fraud, abuse, and other criminal activity. Attached is a glossary of terms related to reportable issues.

Each subrecipient shall establish appropriate internal program management procedures to prevent and detect fraud, abuse, and criminal activity. These procedures must include a reporting process to ensure that OIG and CRD are notified immediately of any allegations of WIA-related fraud, abuse, or criminal activity. Internal management procedures must be in writing and include the designation of a person on the subrecipients' staff who will be responsible for such notifications.

Lower-tier subrecipients will establish, document, and implement procedures to immediately notify the funding entity of any suspected or proven fraud, abuse, or other criminal activity involving WIA-funded activities. Funding entities must provide written notification to lower-tier subrecipients regarding their responsibilities to be alert for instances of fraud, abuse, and criminal activity committed by staff, contractors, or program participants and to report all such instances to the funding entity, OIG and CRD immediately. Proof of this notification must be maintained in the funding entity's files. Subrecipients detecting the presence or appearance of fraud, abuse, or other criminal activity must obtain sufficient information to provide a clear, concise report of each incident. Reports must include a statement of all facts, known at the time, as well

as any known or estimated loss of WIA funds resulting from the incident. It is important that an initial report is made to OIG and CRD within one working day of the detection of the incident. The submission of an incident report should not be delayed even if all facts are not readily available. Any facts subsequently developed by the subrecipient are to be forwarded in a supplemental incident report.

The reporting procedures do not supersede the responsibility for subrecipients to safeguard WIA funds by taking prompt and appropriate corrective action when any evidence of a violation of WIA or its implementing regulations is found.

Reporting:

Within one workday of detection or discovery of information alleging fraud, abuse, or other criminal activity involving WIA funds, a written incident report shall be prepared by the detecting entity. The report must be submitted on the attached form or similar document containing the requested information.

Submit the report to:

Attention: Compliance Resolution Unit
Compliance Review Division, MIC 22M
Employment Development Department
P.O. Box 826880
Sacramento, CA 94280-0001

And to the OIG at their Web site www.oig.dol.gov/hotnet1.htm, by telephone at 1-800-347-3756, by fax to (202) 693-5210, or by mail to:

Office of Inspector General
United States Department of Labor
200 Constitution Avenue, N.W., Room S-5506
Washington, D.C. 20210

Allegations considered to be of an emergency nature may be reported by telephone to, the Compliance Resolution Unit Supervisor at (916) 653-3270 and by calling the OIG/DOL Hot Line at 1-800-347-3756 and ***followed immediately thereafter by a written incident report.***

The Workforce Investment Division will forward any incident report it receives to CRD. The CRD will record any incident report it receives in the WIA Incident Report System and forward the incident report to DOL/ETA, Region 6, within one working day of receipt. However, CRD may have to contact the reporting entity for clarification or additional details prior to forwarding it to Region 6. Concurrently with its transmittal of the incident report to Region 6, CRD will, when applicable, notify the reporting entity to take appropriate action to recover misspent funds, or to contain its financial liability.

Upon receipt, ETA Region 6 will forward the incident report to DOL Regional OIG, San Francisco. Subsequently, Region 6 will advise EDD of the action to be taken by DOL Regional OIG. If OIG decides to investigate the incident, CRD will wait for OIG's results before commencing the state-level formal resolution. If OIG decides not to investigate the incident, CRD will request, when appropriate, a special monitoring review or an investigation by the appropriate state entities. Otherwise, CRD will require the subrecipient to submit its fact finding and local resolution.

Whenever the entity reporting the allegation of an incident believes that immediate action to prevent further financial loss or other damage is necessary, or recovery of funds or property may be impeded if immediate action is not taken, the reporting entity has the responsibility to take any action it deems appropriate, including contacting the local law enforcement agency. ***Any immediate action taken or planned by the reporting entity must be reported to CRD when the incident report is submitted.***

Allegations of fraud, abuse, or other criminal activity in WIA-funded programs may originate from sources other than subrecipients. Such sources may include informants, independent auditors, or local law enforcement agencies. Whenever EDD receives an allegation from such source, CRD will prepare an incident report (DOL Form DL 1-156) and submit it to Region 6, in accordance with this directive. In such a case, CRD will, when appropriate, inform the subject subrecipient of the incident reported and advise the latter of the need to take certain action.

During an investigation, based on a report of fraud or abuse, DOL OIG investigators or auditors may contact a subrecipient regarding an incident of which the subrecipient was not previously aware. Upon learning of the incident from federal sources, the subrecipient should contact CRD to determine whether the latter is aware of the incident. If the subrecipient is not aware of the allegations but CRD is; then the latter will, when appropriate, inform the former of the specific allegations contained in the incident report.

ACTION:

Bring this directive to the attention of all affected staff.

INQUIRIES:

If you have any questions about the information contained in this directive, please contact your assigned Regional Advisor at (916) 653-6347 or Georganne Pintar Baldwin, Local Policy Guidance Unit Manager, at (916) 654-7611.

/S/ BILL BURKE
Chief
Workforce Investment Division

Attachments are available on the Internet:

1. Glossary of Terms (PDF)
2. Incident Report Form (DOC)

INCIDENT REPORT

<p>1. Type of report (check one)</p> <p><input type="checkbox"/> Initial</p> <p><input type="checkbox"/> Supplemental</p> <p><input type="checkbox"/> Final</p> <p><input type="checkbox"/> Other <i>[specify]</i></p>	<p>2. Type of incident (check one)</p> <p><input type="checkbox"/> Conduct violation</p> <p><input type="checkbox"/> Criminal violation</p> <p><input type="checkbox"/> Program violation</p>
<p>3. Allegation against (check one)</p> <p><input type="checkbox"/> Contractor</p> <p><input type="checkbox"/> Program Participant</p> <p><input type="checkbox"/> Other <i>[(specify), give name and position of employee(s), list telephone number, Social Security Account number, if applicable, and other identifying data.]</i></p>	
<p>4. Location of incident</p> <p><i>[give complete name(s) and addresses of organizations(s) involved]</i></p>	
<p>5. Date and time of incident/discovery <i>[date, time]</i></p>	
<p>6. Source of complaint (check one)</p> <p><input type="checkbox"/> Audit <input type="checkbox"/> Contractor <input type="checkbox"/> Program Participant <input type="checkbox"/> Public</p> <p><input type="checkbox"/> Investigative Law Enforcement Agency <i>[(specify)]</i></p> <p><input type="checkbox"/> Other <i>[(specify), give name and telephone number so additional information can be obtained.]</i></p>	
<p>7. Contacts with law enforcement agencies</p> <p><i>[specify name(s) and agency contacted and results]</i></p>	
<p>8. Persons who can provide additional information</p> <p><i>[(include custodian of records) name, position or job title, employment, local address (street, city and state) or organization, if employed and telephone number]</i></p>	
<p>9. Details of incident</p> <p><i>[describe the incident]</i></p>	