

Alameda County
MASTER CONTRACT

THIS CONTRACT, made and entered into on this 1st day of August, 2004 by and between the COUNTY OF ALAMEDA, a body corporate and politic of the State of California, hereinafter referred to as "County," and County of San Mateo, also a body corporate and politic of the State of California, doing business at 400 Harbor Blvd. Building B, Belmont, CA 94002, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, County is desirous of contracting with Contractor for the provision of certain services, a description of which is presented in Exhibit A(s), attached hereto; and

WHEREAS, Contractor is receiving funds pursuant to the funding source indicated in Exhibit B(s); and

WHEREAS, Contractor is willing to provide proof of insurance as specified in Exhibit C; and

WHEREAS, Contractor willingly agrees to participate in audits required by the County as defined in Exhibit D(s); and

WHEREAS, Contractor willingly agrees to adhere to the Language Access Plan Requirements as defined in Exhibit E; and

WHEREAS, Contractor willingly agrees to comply with the requirements of the General and Special Conditions as defined in Exhibits F and G; and

WHEREAS, Contractor is willing and able to perform duties and render services which are determined by the Contractor's Board of Supervisors to be necessary or appropriate for the welfare of residents of San Mateo County; and

WHEREAS, County desires that such duties and services be provided by Contractor, and Contractor agrees to perform such duties and render such services, as more particularly set forth below:

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

1. **Term of Agreement.** The Term of this Agreement begins on the 1st day of August, 2004 and shall continue year to year as specified more particularly in Exhibit B(s) provided funding is allocated by the County Board of Supervisors, until terminated in accordance with this Agreement or as agreed upon by all parties.

Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Agreement will be purchased by County from Contractor under a new Agreement following expiration or termination of this Agreement. Contractor waives all rights or claims to notice or hearing respecting any failure by County to continue to purchase all or any such service from Contractor following the expiration or termination of this Agreement.

2. **Program Description and Performance Requirements -- Exhibit A(s).** This Agreement shall be accompanied by, Exhibit A(s), and by this reference made a part hereof, a description of the duties and services to be performed for County by Contractor, and contractor agrees to comply with all provisions, to perform all work, and to provide all such duties and services set forth in Exhibit A(s) in a professional and diligent manner.

3. **Terms and Conditions of Payment -- Exhibit B(s).** County has allocated the sum as indicated in Exhibit B(s), to be expended as described in this Agreement unless an amendment to this Agreement otherwise provides, that amount shall in no event be exceeded by Contractor, and County shall under no circumstances be required to pay in excess of that amount. Payment shall be made pursuant to the terms and conditions set forth in Exhibit B(s), attached hereto

and by this reference made a part hereof. Sums not so paid shall be retained by County unless it is otherwise provided in Exhibit B(s) to this Agreement, Contractor shall submit all claims for reimbursement under the Agreement within ninety (90) days after the ending date of the Agreement. All claims submitted after ninety (90) days following the ending date of the Agreement will not be subject to reimbursement by the County. Any "obligations incurred" included in claims for reimbursements and paid by the County which remain unpaid by the Contractor after ninety (90) days following the ending date of the Agreement will be disallowed under audit by the County.

Contractor agrees to comply with all requirements which are now, or may hereafter be, imposed by the funding government with respect to the receipt and disbursement of the funds referred to in Exhibit B(s), as well as such requirements as may be imposed by County. Without limiting the generality of the foregoing, Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution in order to obtain any Federal funds under any Federal programs without prior written approval of County.

4. **Insurance --Exhibit C.** Contractor as a governmental entity shall maintain in force, at all times during the term of this Agreement, its insured or self-insured status or a combination thereof. Contractor shall provide Worker's Compensation insurance at Contractor's own cost and expense, and neither Contractor nor its carrier shall be entitled to recover from the County any costs, settlements, or expenses or Worker's Compensation claims arising out of this Agreement.

5. **Additional Fiscal Provisions.** Contractor shall not claim reimbursement from County for (or apply sums received from County with respect to) that portion of its obligations which has been paid by another source of revenue. Sums received as a result of applications for funds from public or private organizations shall be considered such revenue insofar as such sums are or can be applied to the work to be performed by Contractor pursuant to this Agreement.

Unrestricted or undesignated private charitable donations and contributions shall not be considered revenue applicable to this Agreement; Contractor has total freedom in planning for the usage of such resources in expanding and enriching programs, or in providing for such other operating contingencies as it may desire. Nothing herein shall be deemed to prohibit Contractor from contracting with more than one entity to perform additional work similar to or the same as that herein contracted for.

6. **Records.**

(1) Contractor shall maintain on a current basis complete financial records including, but not necessarily limited to, books of original entry, source documents in support of accounting transactions, a general ledger, personnel and payroll records, canceled checks, and related documents in accordance with generally accepted accounting principles and any specific requirements of the applicable funding source.

(2) Contractor shall maintain on a current basis complete records pertaining to the provision of services and eligibility, including, but not limited to, medical records, client files, participant records, patient logs or other service related documentation in accordance with instructions provided by County.

(3) Contractor shall maintain on a current basis complete records pertaining to Contractor's organizational structure and activities, including, but not limited to, bylaws, articles of incorporation, documentation of tax exempt status, Board of Directors roster, minutes of meetings of the Board of Directors and committees, administrative program policies and procedures and any other documents required by County or the State or federal government or the applicable funding source.

(4) Contractor will cooperate with County in the preparation of, and will furnish any and all information required for, reports to be prepared by County and/or Contractor as may be required by the rules, regulations, or requirements of County of any other governmental entity or applicable funding source. County shall specify in detail the cooperation required.

(5) Records shall be retained by Contractor, and shall be made available for auditing and inspection, for no less than three (3) years following the provision of any services pursuant to this Agreement, or for a longer period as required by the applicable funding source. If Contractor enters into any County-approved agreement with any related organization to provide services such agreement shall contain a clause to the effect that the related records of that organization shall be retained, and shall be made available for auditing and inspection, for no less than three (3) years

following its provision of services pursuant to the subcontract, or for a longer period as required by the applicable funding source.

(6) Number 6 of the master contract/boilerplate is amended only to require the retention of all records including, but not limited to financial and statistical, for a period of no less than 3 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 three 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.

(7) County reserves the right to issue further instructions regarding the extent of records required to be kept, the format to be used, and record retention and access requirements as is necessary to perform audits and to otherwise comply with requirements set forth by applicable funding sources.

7. **Audits.** Contractor's records, as defined in this Agreement, shall be accessible to County for audit and inspection to assure proper accounting of funds, and to certify the nature of, and evaluate Contractor's performance of its obligations as set forth in this Agreement. County shall be entitled to access onto Contractor's premises to observe operations, inspect records or otherwise evaluate performance at all reasonable times and without advance notice. County shall conduct inspections and manage information in a manner consistent with applicable laws relating to confidentiality of records and in a manner that will minimize disruption of Contractor's work.

Separate and apart from the audit and inspection provisions set forth immediately above, Contractor's records will be subject to audits as required by Federal and/or State agencies and/or other funding sources. These audits include those performed pursuant to applicable OMB Circulars, as described more fully in Exhibit D of this Agreement, or audits otherwise authorized by Federal or State law.

8. **Indemnification.** Contractor agrees to indemnify, to defend at its sole expense, to save and hold harmless County, its officers, agents, and employees from any and all liability in addition to any and all losses, claims, actions, lawsuits, damages, judgments of any kind whatsoever arising out of the negligent acts, omissions or intentional misconduct of Contractor or Contractor's employees, agents, subcontractors or volunteers in performance of services rendered pursuant to this Agreement.

County agrees to indemnify, to defend at its sole expense, to save and hold harmless Contractor, its officers, agents, and employees from any and all liability in addition to any and all losses, claims, actions, lawsuits, damages, judgments of any kind whatsoever arising out of the negligent acts, omissions or intentional misconduct of County or County employees, agents, subcontractors or volunteers in performance of services rendered pursuant to this Agreement.

9. **Subcontracting.** Work to be performed under this agreement may be subcontracted out by the Contractor. However, the Contractor shall be as fully responsible to County for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor. Contractor shall not transfer any interest in this Agreement (whether by assignment or novation) without prior written approval of County. However, Contractor may assign its rights to receive compensation from the County for performance of the Agreement to financial institutions for the purpose of securing financial resources, provided that written consent from the supervising department shall have first been obtained. No party shall, on the basis of this agreement, in any way contract on behalf of, or in the name of, the other party to the Agreement, and any attempted violation of the provisions of this sentence shall confer no rights, and shall be void.

10. **Independent Contractor Status.** Neither the Contractor or any of its employees shall by virtue of this Agreement be an employee of County for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges, or benefits of County employees. Contractor shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Contractor assumes exclusively the responsibility for the acts of its WIB members as they relate to the services to be provided during the course and scope of their employment.

11. **Confidentiality.** Subject to the provisions of the California Public Records Act as set forth in California Government Code Section 6520 et seq. and any and all other statutory provisions and laws governing subpoenas, discovery and/or the disclosure of the records of governmental entities, Contractor agrees to maintain the confidentiality of any information which may be obtained with this work. Contractor shall comply with whatever special requirements in this regard as are described or referred to in Exhibit A(s) to this Agreement. Confidential information is defined as all information disclosed to Contractor which relates to County's past, present and future activities, as well as activities under this Agreement. Contractor will hold all such information in trust and confidence. Upon cancellation or expiration of this Agreement, Contractor will return to County all written or descriptive matter which contains any such confidential information.

County shall respect the confidentiality of information furnished by Contractor to County as specified in Exhibit A(s) or as otherwise provided by law.

12 **Termination Provisions** 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 and Contractor 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. Should this occur, Contractor Agrees to return unused funds within 90 days of 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.

13. **Compliance with Laws.** Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies, having jurisdiction over the scope of services or any part hereof, including Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal and local safety regulations. All services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor shall indemnify and save County harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations. A violation of such laws, ordinances, codes and regulations shall constitute a material breach of this Agreement and can lead to the termination of this Agreement and appropriate legal proceedings.

14. **Accident Reporting.** If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the Supervising Department of the County by telephone. Contractor shall promptly submit a written report, in such form as may be required by Supervising Department of the County, of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's subcontractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the circumstances surrounding the accident, whether any of the County's equipment, tools, materials or staff were involved and the extent of damage to County and or other property; (5) determination of what effect, if any, accident will have upon Contractor's ability to perform services.

15. **Personal Property.** Unless otherwise provided in Exhibit B(s) to this Agreement, in the event that payment under this Agreement is other than by fee-for-service, title to all personal property having a unit purchase price of over \$1,000 acquired by Contractor in connection with this Agreement or the services rendered pursuant thereto shall vest in

County, and shall be returned to County at the expiration or termination of the Agreement, unless otherwise provided in Exhibit B or in prior written agreement with Contractor.

16. **Equal Employment Opportunity Practices Provisions:** CONTRACTOR assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contract.

- 1) CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this contract, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
- 2) CONTRACTOR shall, if requested to do so by the county, certify that it has not, in the performance of this contract, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor,
- 3) If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal or other applicable law.
- 4) CONTRACTOR shall recruit vigorously and encourage minority and women owned businesses to bid its subcontracts.
- 5) Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

The CONTRACTOR shall include the provisions set forth in paragraphs numbered 1 through 5 (above) in each of its subcontracts.

17. **Governing Board Limitations; Conflict of Interest.** Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies regarding conflicts of interest.

18. **Drug-free Workplace.** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section 812, including marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads no lo contenders to a criminal drug statute violation occurring at a County facility or work site, the Contractor, within five days thereafter, shall notify the Supervising Department of the County department/agency for which the Agreement services are performed. Violation of this provision shall constitute a material breach of this Agreement.

19. **Modifications to Agreement.** County shall assign a liaison to Contractor with respect to the performance of this Agreement. Unless otherwise provided in Exhibit A(s) and/or B(s) to this Agreement, any adjustments requested by the Contractor to line items of a budget or to the program description included as an exhibit to this Agreement may only be made upon written approval of the supervising department of the County. Such adjustments shall not alter (1) services or other performance to be provided under this Agreement, (2) the time of performance of any act hereunder, or (3) the total amount of money allocated hereunder.

This Agreement can be amended only by written agreement of the parties hereto.

20. **Designation of Authorized Personnel.** Contractor shall provide County with a list of the Contractor's Board of Supervisors and the WIB Board members who have been authorized to act on behalf of Contractor in its dealings with

County. An "act" on behalf of Contractor includes but is not necessarily limited to, execution of Agreement, Agreement amendments and exhibits, signing of claims, and authorization of payment on invoices. The list shall be updated as necessary to accurately reflect such authorizations.

21. **Notice.** All notices required hereunder will be in writing and served personally or by certified mail, return receipt requested, postage prepaid, at the addresses shown below:

CONTRACTOR: Workforce Development Manager
County of San Mateo
400 Harbor Blvd. Building B
Belmont, CA 94002

COUNTY: Alameda County Social Services Agency
Alameda County Workforce Investment Board
24100 Amador Street, 6th Floor
Hayward, CA 94544-1203

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first mentioned above.

COUNTY OF ALAMEDA

CONTRACTOR

By _____
Chet P. Hewitt, Social Services Agency Director

Social Services Agency
Department

Approved as to form:

By _____
Deputy County Counsel

By _____
County Counsel

County of San Mateo
Workforce Development Manager
Street Address
400 Harbor Blvd. Building B
Belmont, CA 94002
City, State, Zip Code

Authorized Signature of Contractor

Richard Gordon, President
San Mateo County Board of Supervisors

94-6000532
Federal ID

Master Contract Exhibit A and B Coversheet

EXHIBIT #

Dept. Name: WIB Dept / 320400 Vendor ID #: 32660 Board PO #: _____
 Business Unit: SOCSA Acct #: 610341 Master Contract # _____ Budget Year 2006

FUND	ORG / DEPT	PROGRAM	SUB	PROJECT / GRANT	Amount to be Encumbered	Total Contract Amount
22404	320400	32000		SSGPCP040500004	\$793,601.00	\$793,601.00

Period of Funding: From: Aug 1, 2004 To: June 30, 2006 Contract Maximum: \$793,601.00
 Department Contact: Sandra Oubre Telephone: (510) 259-3828 FAX: (510) 259-3845 QIC: 50306

Contractor Name: County of San Mateo
 Contractor Address: 400 Harbor Blvd. Building B
Belmont, CA 94002 BOS Dist #: N/A
 Remittance Address: Same as above Location #: 26

Contractor Phone #: (650) 802-5181 Email: fsone@co.sanmateo.ca.us
 Contractor Contact Person: Fred Stone FAX#: (650) 802-5173
 Federal Tax I.D. #: 94-6000532

Contract Service Category: DOL BIOTECH GRANT - Bay Area Biotech Consortium - Career Pathway Project
 Estimated Units of Service: Enroll 80 individuals in the Bay Area Biotech Consortium - Career Pathway Project

Maximum Single Payment & Exceptions: Not to exceed 110% of expenditure plan calculated on a monthly basis.

Method of Reimbursement (Invoicing Procedures): Line-item cost reimbursement per periodic (monthly) invoice.
TOTAL CUMULATIVE INVOICED AMOUNT SHALL NOT EXCEED CONTRACT MAXIMUM.

History of Funding	Original	Amendment # 1	Amendment # 2	Amendment # 3	Amendment # 4
Funding Level	\$820,000.00				
Exhibit Number					
Amount of Encumbrance	\$793,601.00				
File Date	August 10, 2004				
File Number	19212				
Reason	Start services				

Funding Source of Allocation:	Federal - CFDA #s @ Exhibit B	State	County
	\$793,601.00		

The signatures below signify that the attached Exhibits A and B have been reviewed, negotiated and finalized. The Contractor also signifies agreement with all provisions of the Master Contract.

DEPARTMENT
 By _____
Signature
Chet P. Hewitt
 Title Social Services Agency Director
 Date _____

CONTRACTOR
 By _____
Signature
 Print Name Richard Gordon
 Title President, Board of Supervisors Date _____
 By _____
 Print Name _____
 Title _____ Date _____

SAN MATEO WIB SCOPE OF WORK

DOL BIOTECH GRANT

Contractor intends to administer the Agreement through its Workforce Investment Board (The San Mateo County WIB). Contractor agrees that in administrating the Agreement shall require the following services from the San Mateo County WIB.

1. San Mateo WIB shall recruit, screen and assess dislocated and disadvantaged individuals to participate in a 3-month Biotech Training that will lead to potential opportunities for entry-level manufacturing positions in the Biotechnology Industry. San Mateo WIB shall enroll 60 individuals from this group to participate in the Biotech Training.
2. San Mateo WIB shall provide in partnership with a Community College a total of three (3) customized pre-employment biotech training classes. Each class will consist of 300 hours of instruction delivered in an intensive 3-month period.
3. San Mateo WIB shall subsidize 50% of the cost, up to a maximum of \$3,500 per participant, for a 12-week on-the-job training supported jointly by Biotechnology Companies for up to 60 participants graduated from the Biotech Training.
4. San Mateo WIB will recruit, screen, assess and enroll 20 dislocated and/or incumbent Engineers, and prepare and place them in positions such as Facilities management, Quality Control, and Product Engineering in the Biotechnology Industry.
5. San Mateo WIB personnel will travel as needed, for program related meetings and conferences and be paid for by this grant.
6. San Mateo WIB shall perform any other related services as noted in the grant document and deemed appropriate by the Alameda County WIB.
7. San Mateo WIB will participate in project coordination meetings.
8. San Mateo WIB will submit quarterly reports.
9. San Mateo WIB will assist with the development of a sustainability plan.
10. San Mateo WIB will promote best practices.

**SAN MATEO WIB WORKPLAN
REPORTING SCHEDULE
DOL BIOTECH GRANT**

San Mateo WIB will conduct three (3) Biotech Training Cohorts (Cohort 1, Cohort 2, Cohort 3) that will lead to potential opportunities for entry-level manufacturing positions in the Biotechnology Industry; and place twenty (20) dislocated Engineers (2 groups of 10) in positions such as Facilities Management, Quality Control, and Product Engineering in the Biotechnology Industry.

Year 1

Report 1- Report due on 10/31/04 for period ending 9/30/04 – Status of the following will be conveyed in this report:

- San Mateo WIB will recruit, screen and assess the 1st Group of 10 dislocated and/or incumbent Engineers with the goal to prepare and place them in positions such as Facilities Management, Quality Control, and Product Engineering in the Biotechnology Industry.

Report 2 – Report due on 1/31/05 for period ending 12/31/04 - Status of the following will be conveyed in this report:

- Follow-up on the items on Report 1.
- San Mateo WIB will recruit, screen and assess dislocated and disadvantaged individuals (Cohort 1) to participant in the 3-month Biotech Training that will lead to potential opportunities for entry-level manufacturing positions in the Biotechnology Industry.

Report 3 – Report due on 4/30/05 for period ending 3/31/05 – Status of the following will be conveyed in this report:

- Follow-up on the items on Report 2.
- San Mateo WIB will commence the Cohort 1 customized pre-employment biotech training of 300 hours delivered in an intensive 3-month period. The class will be composed of 20 individuals.

Report 4 (Final Report for YR 1) – Report due on 7/31/05 for period ending 6/30/05 – Status of the following will be conveyed in this report:

- Follow-up on the items on Report 3.
- San Mateo WIB will recruit, screen and assess dislocated and disadvantaged individuals (Cohort 2) to participant in the 3-month Biotech Training that will lead to potential opportunities for entry-level manufacturing positions in the Biotechnology Industry.
- San Mateo WIB will place participants who graduate from the Cohort 1 Training in a 12-week on-the-job training supported jointly by a Biotechnology Company.

Exhibit A – Page 3

Year 2

Report 1- Report due on 10/30/05 for period ending 9/30/05 – Status of the following will be conveyed in this report:

- Follow-up on the items on Final report from year 1.
- San Mateo WIB will commence the Cohort 2 customized pre-employment biotech training of 300 hours delivered in an intensive 3-month period. The class will be composed of 20 individuals.
- San Mateo WIB will recruit, screen and assess the 2nd Group of 10 dislocated and/or incumbent Engineers with the goal to prepare and place them in positions such as Facilities Management, Quality Control, and Product Engineering in the Biotechnology Industry.
- San Mateo WIB will keep track of the participants who are participating in on-the-job training and report the success.

Report 2 – Report due on 1/31/06 for period ending 12/31/05 – Status of the following will be conveyed in this report:

- Follow-up on the items on Report 1.
- San Mateo WIB will place participants who graduate from the Cohort 2 Training in a 12-week on-the-job training supported jointly by a Biotechnology Company.
- San Mateo WIB will recruit, screen and assess dislocated and disadvantaged individuals (Cohort 3) to participant in the 3-month Biotech Training that will lead to potential opportunities for entry-level manufacturing positions in the Biotechnology Industry.

Report 3 – Report due on 4/30/05 for period ending 3/31/06 – Status of the following will be conveyed in this report:

- Follow-up on the items on Report 2.
- San Mateo WIB will commence the Cohort 3 customized pre-employment biotech training of 300 hours delivered in an intensive 3-month period. The class will be composed of 20 individuals.

Report 4 (Final report for year 2) – Report due on 7/31/06 for period ending 6/30/06 – Status of the following will be conveyed in this report:

- San Mateo WIB will place participants who graduate from the Cohort 3 Training in a 12-week on-the-job training supported jointly by a Biotechnology Company.
- Project Report.

President's High Growth Job Training Initiative
Bay Area Biotech Consortium Career Pathway Project

Grant amount: \$2,000,000 - 2 years

Grantee: Alameda County Workforce Investment Board

Key partners:

Alameda and San Mateo County Workforce Boards; Genentech; Alza; Baxter; Chiron; Abgenix; Skyline Community College; Ohlone Community College; Opportunities Industrialization Center West; Adecco; and Gruber and Pereira Associates

Location of grant activities: Bay Area, California

Challenge:

With an estimated 85,000 biotech-related manufacturing jobs already in the Bay Area and the industry continuing to grow, there are expected to be over 1,500 new jobs available for entry-level and skilled biotech workers in the next 18 months.

Addressing the Challenge:

In response to growing employer demand for biotech manufacturing workers, the Alameda County Workforce Investment Board proposes to develop career pathways in biotech manufacturing, facilities management, quality control, and product engineering. The objective of this proposal is to further expand and refine a successful pilot conducted by the San Mateo Workforce Investment Board to train entry-level biotech manufacturing workers.

This program will take laid-off workers from the aerospace, airline, and IT industries and retrain them for biotechnology positions including quality control and product engineering. It will also recruit low skilled individuals and train them for entry level positions as biotech manufacturing technicians. Another partner in this program, the Opportunities Industrialization Center West, will support this effort by providing remediation skills in English, math, and employment readiness.

Projected Outcomes:

- Train up to 150 individuals for entry-level, pathway positions as biotech manufacturing technicians at wages of \$35,000 - \$40,000 per year
- Retrain 40 dislocated engineers from the airline, aerospace, and IT sectors for career pathway positions in facilities management, quality control, and product engineering at wages of \$50,000 - \$80,000 per year



**DOL BIOTECH GRANT
GRANT SOURCE / LINE ITEM BUDGET / QUARTERLY PLAN**

Contractor: San Mateo County WIB

Contract Period:

8/01/04 - 6/30/06

Activities: Bay Area Biotech Consortium - Career Pathway Project

B. LINE ITEMS for COST REIMBURSEMENT		
1.	Staff Salaries / see Staff Salaries Worksheet	\$231,086
2.	Staff Fringe Benefits	\$0
3.	Staff Travel	\$25,400
4.	Staff Training / Conferences	\$0
5.	Facilities Operations (Rent-utilities/ phone-mailing/ etc.)	\$35,968
6.	Single item cost - less than \$5,000: Office / Operations - Supplies, Equipment, Computers	\$8,310
7.	Single item cost - at \$5,000 or more: Office / Operations - Supplies, Equipment, Computers	\$0
8.	Consultant Contracts / see Staff Salaries Worksheet	\$0
9.	Sub-contracts / see Staff Salaries Worksheet	\$0
10.	Occupational Training / OJT & IR's	\$440,000
11.	Insurance, Bonding, Audit Costs	\$0
12.	Other (explain) Workshop Materials	\$10,837
13.	Other (explain) Supportive Services	\$18,000
14.	Other (explain) Assessment of Clients	\$24,000
TOTAL		\$793,601

*7. - REQUIRES prior written approval from Alameda County WIB.

9/7/05 1:54 PM

SEE ATTACHED DETAILED BUDGET FOR SAN MATEO COUNTY (Page 3)

**DOL BIOTECH GRANT
STAFF SALARIES WORKSHEET**

Contractor: San Mateo County WIB

Contract Period:
8/1/04 - 6/30/06

Activities: Bay Area Biotech Consortium - Career Pathway Project

A. STAFF POSITION or JOB TITLE		FTE * Monthly or Hourly	CONTRACT COST per COST CATEGORY			
			PROGRAM		WIB Use	
			% FTE or Total Hrs	TOTAL SALARY **	% FTE or Total Hrs	TOTAL SALARY
1.	Human Services Supervisor			\$98,454		
2.	Employment Services Specialist			\$80,883		
3.				\$51,749		
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.	TOTAL-Salaries:			\$231,086		
B. CONSULTANTS / Sub-Contracts						
12.						
13.						
14.						
15.						
16.						
17.	TOTAL-Consultant Contracts:			\$0		

* Hourly rate paid, monthly salary for a full-time equivalent (FTE) position, or basis for consultant contract. Do NOT include benefits.

** The contract cost is the amount of salary / wages (do NOT include fringe benefits) covered by funds in this contract.

NOTE: Salary allocations to cost categories may have been rounded to the nearest whole dollar.

**DOL Biotech 2-Year Grant
Budget for San Mateo County**

Expenditures

	Year 1	Year 2	TOTAL
Services and Supplies			
Recruiting and Assessment of Clients, 40 clients for manufacturing and 10 engineers in Year 1; 20 clients for manufacturing and 10 engineers in Year 2	12,000	12,000	24,000
BioTech Classes, 1 class in Year 1, 2 classes in Year 2	70,000	140,000	210,000
- 3 classes of biotech training, 20 clients/class @\$3,500/per client, \$70,000/class			
Paid Try-Out Employment/ Internship, 20 clients in Year 1, 40 clients in Year 2	70,000	140,000	210,000
- Internship at Genentech, 60 clients, \$3,500 ea			
Biotech Orientation, Year 1	10,000	10,000	20,000
- 2-week Biotech orientation for job placement of 20 engineers, \$1000/client			
Supportive Services, 60 clients @\$300, for the Training, Year 1 and 2	6,000	12,000	18,000
Transportation and Travel			
- Trip to Washington, DC (recommended by DOL), 2 trips per year, 2 persons, \$1,000/trip	4,000	4,000	8,000
- Other Business Travel, 3 trips per year, \$2,500/trip	7,500	7,500	15,000
- Transportation/Mileage Reimbursement, 2 FTEs @ \$50/mo., total of \$1,200/yr	1,200	1,200	2,400
Total Transportation and Travel	12,700	12,700	25,400
Consumable Supplies			
- Computer, 2 @ \$1,500 ea	3,000		3,000
- General Office Supplies	1,080	750	1,830
Total Office Equipment and Supplies	4,080	750	4,830
Total Services and Supplies	184,780	327,450	512,230
Other Program Expense	7,000	3,837	10,837
Workshop Materials and other Project expense			
Personnel			
Project Management			
Human Services Supervisor, .50 FTE, COLA increase of 3% in Year 2	47,453	51,001	98,454
- For project oversight and reporting			
Employment Services Specialist, .50 FTE, COLA increase of 3% in Year 2	38,984	41,899	80,883
- For case management, tracking and monitoring of clients			
Accountant II, .30 FTE, COLA increase of 3% in Year 2	24,942	26,807	51,749
- For financial tracking, monitoring and reporting			
Total Personnel	111,378	119,707	231,085
Other Operating Expenses			
Other Office Equipment Usage (Copier, Fax)	1,896	1,584	3,480
Telephone and Automation	4,004	4,964	8,968
Space Cost	12,075	14,925	27,000
Total Other Operating Expenses	17,975	21,473	39,448
Total Expenditures	321,133	472,467	793,600

Other Op. Exp. Year 1, for 10 mos.

Personnel, Year 1, for 11.5 mos.

Other Prog Exp, reduced to equal reduced grant amount.

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage or self-insurance, or a combination thereof, limits and endorsements:

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Endorsements and Conditions: <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Alameda County Social Services Agency, Workforce Investment Board, 24100 Amador St., 6th Floor, Hayward, CA 94544 Attn: Sandra Oubre - With a copy to Risk Management Unit (1106 Madison Street, Room 233, Oakland, CA 94607) 	

EXHIBIT D

MASTER CONTRACT
SAN MATEO COUNTYAUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 and Board policy, the County has the responsibility to determine whether those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

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

I. AUDIT REQUIREMENTS

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

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

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

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Government Auditing Standards covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.

3. If a non-federal entity is required to have or chooses to do a single audit, then it is not required to have a financial audit in the same year. However, if a non-federal entity is required to have a financial audit, it may be required to also have a limited-scope audit in the same year.

C. General Requirements for All Audits:

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

II. AUDIT REPORTS

At least two copies of the audit reports package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the contract period or other time frame specified by the department. The County supervising department is responsible for forwarding a copy to the County Auditor within one week of receipt.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a plan of corrective action to address the findings contained therein. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow-up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the state or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under these audit requirements.

EXHIBIT E

LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

- I. The Alameda County Social Services Agency (SSA) has developed and adopted a Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Under the plan's provisions, San Mateo County WIB whose services are contracted by the SSA:
 - A. Shall clearly disclose language access capabilities in relationship to the population served.
 - B. Shall have a plan in place—available for review upon request by County staff—for referring clients whose language needs the San Mateo County WIB can't accommodate.
 - C. Shall permit County staff to conduct ongoing monitoring of contracted services for compliance with provisions of the County's Language Access Plan.
 - D. Shall provide the County with a list and copies of all printed contract-related marketing/promotional/education-related materials (including languages materials are printed in).
- II. The SSA shall aid contracted San Mateo County WIB in expanding language interpretation services through:
 - A. Providing San Mateo County WIB with training, materials and instruction on how to effectively refer LEP clients to appropriate language resources.
 - B. Including service-marketing plan requirements in requests for proposals (RFPs) and contracts with San Mateo County WIB that propose to offer language services (including appropriate outreach and notification of programs and services) to the LEP community and customers.
 - C. Developing a monitoring process of contracted services to ensure high-quality language accessible services are always provided to LEP clients.
 - D. Providing San Mateo County WIB with access to Language Line Services—a 24-hour, seven-day-a-week, 365-days-a-year telephone language translation service—to supplement on-site language access services.

Ex E Language - Master C

Exhibit F

General Conditions / Special Conditions Workforce Investment Act (WIA)

For this Exhibit, "contractor" refers to the San Mateo County Workforce Investment Board membership.

1. The Workforce Investment Board (WIB) Department Liaison designated by the County shall be the primary WIA representative to Contractor.
2. Contractor agrees to adhere to the written Conflict of Interest Policy for contractor and the Policy on Confidentiality as referred to in paragraph 11 of the Master Agreement .
3. This contract and all of the exhibits attached thereto embody the entire agreement between the County and Contractor. If any provision herein is held invalid by a court of competent jurisdiction, it shall be considered deleted herefrom, and shall not invalidate the remaining provisions.
4. Contractor will comply with all policies and procedures, and any changes necessary, as a result of the implementation of the Workforce Investment Act (WIA) and with changes in the federal, state, county and/or WIB regulations, policies or procedures governing the WIA Programs.
5. 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.
6. 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.
7. WIA grant funds shall not be utilized for political activities, nor to assist, promote or deter union organizing.
8. 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.
9. 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.
10. 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.

11. Whether advances will be provided, and in what amounts, will be within the sole discretion of the County. Contractor promises not to commingle any advances provided under this contract with any other funds, which are in the possession of or vested in Contractor, or to which Contractor is entitled. Contractor promises to deposit all advances in a separate FDIC-insured bank account. 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.
12. To assure a proper accounting for all funds paid under this contract, Contractor shall maintain separate program statistical and fiscal records and accounts which are deemed necessary by the County, and which are in accordance with applicable state or federal regulations and directives. Contractor promises that its records and accounts will be kept in accordance with generally accepted reporting and accounting principles and procedures. All expenses must be supported by adequate documentation to establish a clear audit trail. Said records and accounts (including computer records) shall be the property of the WIB. If the Contractor is a public agency or entity, funds shall be distributed through the agency's chief fiscal officer, who shall be familiar with the applicable regulations and requirements of this contract.

Contractor will maintain a cost allocation plan which explains the methodology used to determine costs which are shared with other revenue sources and use it as a basis for charging expenses. Additionally, contractor agrees to maintain journals, ledgers, and source documents which identify expenditures by cost category in accordance with applicable laws and regulations.

All audits must be conducted in compliance with the provisions of the Single Audit Act Amendments of 1996 which requires organization-wide audits of recipients of federal funds, as described in OMB Circulars A-133, and Alameda County Audit Policies as appropriate. The Audit for the year ending June 30 shall be due no later than December 31 of the same year.

13. To fulfill state monitoring, reporting and evaluation requirements, Contractor agrees to submit any reports that the County may request, and which are necessary to monitor this contract. Contractor shall submit on a monthly basis to the WIB all required Management Information System (MIS) forms, completed in the manner specified in the MIS Manual. The forms and the MIS Manual will be provided by the WIB.
14. Contractor shall submit an invoice by the tenth working day following the close of each month for all expenditures incurred under this contract for the prior month. Payment is expressly conditioned upon timely submission of said invoices. The final invoice submitted after the termination date of the contract shall include all costs incurred in the last month of the contract period and any minor adjustments necessary to account for any previous unreimbursed expenditures. This provision regarding the closeout invoice shall not relieve Contractor of its obligation to report all known adjustments on each monthly invoice, and the County shall not be liable for any adjustments that were not reported timely.

Submission of monthly invoices shall be for cumulative expenditures no greater than 110% of monthly cumulative plan to date (except for the Administrative cost category which is limited to 100% of the monthly cumulative plan to date), and for no more than 100% of total contract amount, in any cost category shown in Exhibit B-I. For the purpose of contractors that are receiving monthly advances, "monthly cumulative plan to date" shall be defined to include the month for which the advance is being requested. Exceptions to these limits may be granted for all cost categories except Administration by the contractor's WIB Department Liaison, but in no case shall the sum of all reimbursed funds exceed the total contract amount.

15. 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.
16. 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.

17. Contractor 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.
 - 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.

- 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 numbered 1 through 5 (above) in each of its subcontracts.
18. 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.
19. 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.
20. 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.

21. 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.
22. Any changes to this contract which do not affect the total amount of the grant or time frames for performance may be effected through a Side Letter. This Side Letter shall be as binding on both parties as a duly constituted contract.
23. 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).
24. 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)).
25. Contractor intends to obtain a copyright or patent for material written or items invented during this contract or subsequent to it. The contractor 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.
26. In signing this contract, contractor certifies that neither the contractor, nor its subcontractors have paid or will pay funds to any person for lobbying purposes.
27. In signing this contract, contractor certifies that it and its subcontractors will, or will continue to, provide a drug-free workplace.
28. Contractor must adhere to WIB's performance standards, service levels and cost guidelines specified in Exhibits A and B of this contract.
29. Contractor shall provide access by the WIB, the Department of Labor, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records (including computer records) of the contractor or subcontractors which are directly pertinent to charges in the program, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to contractors' and subcontractors' personnel for the purpose of interviews and discussions related to such documents.
30. The County reserves the right to terminate this contract, and/or any subcontracts, for cause and for convenience. Such terminations will be allowed for, but not limited to, the following reasons: If contractor and/or subcontractors fail to comply with the terms of this contract; or if the availability of funds to the County is reduced during the period of the contract. Any such termination shall occur with at least 30 days notice, and shall require review, and possible action to terminate, by the Alameda County Workforce Investment Board. This shall include review of the basis for any settlement.

31. 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.
32. Contracts in excess of \$100,000 will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clear Air Act and Section 508 of the Clean Water Act – per reference at 29 CFR 97.36(i)(12).
33. Contractors will comply with the mandatory standards and policies related to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy Conservation Act (Public Law 96-163) – per reference at 20 CFR 97.36(i)(13).
34. 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 or perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

Contractor agrees to cooperate fully in providing reasonable access to the contractors' records, documents, agents or employees, or premises if reasonably required by authorized officials of the state, the Department of Industrial Relations, or Department of Justice to determine the contractors' compliance with the requirements under the Sweatfree Code of Conduct.

Updated at 4-24-03 / WIB

Special Conditions

1. The contractor is required to comply with all programmatic and administrative Action and Informational Bulletins as supplied by the County to the Contractor.
2. The Contractor will be responsible for meeting the final DOL performance goals once determined and agreed to by all parties.
3. The Contractor will attend federal Grantee training and technical assistance workshops developed for High Growth Job Training Initiative program.

ExF GenlCondtns 04-05

Exhibit G

SPECIAL CONDITIONS FOR THE DOL/ETA BIOTECH GRANT

For this Exhibit, "contractor" refers to the San Mateo County Workforce Investment Board membership.

1. **Equipment:** Contractor must receive **prior approval** from the Program Manager 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. A detailed description of equipment to be purchased should be included.
2. **Consults:** Consultant fees paid under this grant shall be limited to \$450 per day without additional DOL Grant Officer approval.
3. **Rebates:** The Contractor agrees to advise the Program Manger, in writing, of any **forthcoming** income resulting from lease/rental rebates or other rebates, interest, credits or any other monies or financial benefits to be received directly or indirectly as a result of or generated by these award dollars. Appropriate action must be taken to ensure that the Government is reimbursed proportionally from such income.
4. **Publicity:** 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.
5. **Public Announcements:** When issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing project or programs funded in whole or in part with Federal money, **all contractors** receiving Federal funds, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the project or program.
6. **PROCUREMENT:** Except as specifically provided, DOL/ETA acceptance of a proposal and an award of federal funds to sponsor any program(s) **does not** provide a waiver of any grant requirements and/or procedures. For example, the OMB circulars require an entity's procurement procedures must require **that all procurement transactions** shall be conducted, as practical, to

provide open and free competition. If a proposal identifies a specific entity to provide the services, the DOL/ETA's award **does not** provide the justification or basis to sole-source the procurement, i.e., avoid competition.

7. **Veterans Priority Provisions:** This program is subject to the provisions of the "Jobs for Veterans Act," Public Law 107-288, which provides priority of service to veteran's and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the Department of Labor. Please note that, to obtain priority service, a veteran must meet the program eligibility requirements. ETA Training and Employment Guidance Letter (TEGL) No. 5-03 (September 16, 2003) provides general guidance on the scope of the veterans priority statute and its effect on current employment and training programs. DOL anticipates updating this guidance at the time of WIA reauthorization and issuing individual guidance on each affected employment and training program.

8. **Administrative Costs:** Pursuant to 20 CFR 667.210(b), grantees are advised that there is a 10% limitation on administrative costs on funds administered under this grant. The DOL Grant Officer may, however, approve additional administrative costs up to a maximum of 15% of the total award amount, if adequate justification is provided by the grantee at the time of the award. In no event, may administrative costs exceed 15% of the total award amount. The cost of administration shall include those disciplines enumerated in 20 CFR 667.220(b) and (c).

President's High Growth Job Training Initiative Pilot and Demonstration Grants: Additional Provisions

Acknowledgement of Funding Source

In all publications, outreach materials, etc. related to grant-funded activities and projects, High Growth Job Training Initiative grantees will prominently display the following language: This project was funded [in part, as applicable] by a grant awarded under the President's High Growth Job Training Initiative, as implemented by the U.S. Department of Labor's Employment and Training Administration.

Provision and Distribution of Grant-Funded Curricula, Products, Etc.

A key objective of all grants funded under the Initiative is the development of sustainable, replicable skills training and competency development models that will be widely shared and used to develop the capacity of workforce, education, industry, and economic development stakeholders.

Grantees agree to give USDOL-ETA all training models, curricula, technical assistance products, etc. developed with grant funds. USDOL-ETA has the right to use, reuse, and modify all grant-funded products, curricula, materials, etc. Additionally, USDOL-ETA has the right to distribute these grant-funded materials and products to any interested parties, including broad distribution to the state and local public workforce system through Internet-based and other means.

Reporting Requirements

The USDOL-ETA will be contacting awardees with additional information regarding reporting requirements described in Part IV, Special Condition #5 of the grant award document. Reporting requirements at the local level will therefore be revised occasionally to meet the USDOL-ETA requirements.