

Master Contract Exhibit A and B Coversheet

EXHIBIT # SE06-098A

Dept. Name: WIB Dept / 320400 Vendor ID #: 32660 Board PO #: SOCSA-5601

Business Unit: SOCSA Acct #: 610341 Master Contract # C-2004-819 Budget Year 2007

| FUND # | 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: December 31, 2006 Contract Maximum: \$793,601.00

Department Contact: Jan Pinney Telephone: (510) 259-3828 FAX: (510) 259-3845 QIC: 50306

Contractor Name: County of San Mateo

Contractor Address: 400 Harbor Blvd. Building B BOS Dist #: N/A
Belmont, CA 94002 Location #: 26

Remittance Address: Same as above Federal Tax I.D. #: 94-6000532

Contractor Phone #: (650) 802-5181 Email: fs lone@co.sanmateo.ca.us

Contractor Contact Person: Fred Slone FAX#: (650) 802-5173

Contract Service Category: DOL BIOTECH GRANT - Bay Area Biotech Consortium - Career Pathway Project

Estimated Units of Service: Enroll an additional 20 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 | \$820,000.00 | | | |
| Exhibit Number | SE06-098 | SE06-098A | | | |
| Amount of Encumbrance | \$793,601.00 | \$793,601.00 | | | |
| File Date | August 10, 2004 | | | | |
| File Number | 19212 | | | | |
| Reason | Start services | Time Extension Only | | | |

| 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 Jerry Hill
 Title President, Board of Supervisors Date _____
 By _____
 Print Name _____
 Title _____ Date _____

Reference Master Contract # C-2004-819
Exhibit #: SE06-098A
Board PO #: SOCSA-5601

CONTRACT AMENDMENT

Reference is made to that Contract made and entered into on the 1st day of August 2004, by and between County of San Mateo (Principal: Jerry Hill, Location: Belmont, CA) herein called and referred to as "Contractor", and the COUNTY OF ALAMEDA, a body corporate and politic of the State of California, hereinafter called and referred to as "County".

Said contract is hereby amended in the following manner:

- Extend contract period to December 31, 2006
- Revised Exhibit A – Program Description Additions (attached)
- Exhibit F-1 – Special Conditions for Federal Projects (attached)
- Exhibit F-2 – Additional Provisions for the President's High Growth Job Training Initiative Pilot and Demonstration Grants (attached)

Except as herein amended, said Contract is continued in full force and effect.

The Contract Amendment is effective as of the 1st day of July, 2006.

COUNTY OF ALAMEDA

Alameda County WIB
24100 Amador St., 6th Floor
Hayward, CA 94544-1203

By _____
Chet P. Hewitt

Title: Social Services Agency Director

CONTRACTOR

County of San Mateo
400 Harbor Blvd., Building B
Belmont, CA 94002

By _____
Jerry Hill

Title: President, Board of Supervisors

1. During the final six months of this contract, the San Mateo WIB shall recruit, screen, assess, and enroll a minimum of twenty (20) additional 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.

The San Mateo County WIB will provide supportive services, on an as-needed basis, to enrolled students, providing up to \$500 per eligible participant to ensure positive outcomes to the Biotech Training project.

San Mateo WIB will continue to provide case management, support, and placement of all currently enrolled participants.

2. San Mateo WIB, in partnership with a Community College, shall provide one additional customized pre-employment biotech training class during the extended period of this contract. This training will serve the twenty (20) individuals referenced in item #1 above.
3. San Mateo WIB may subsidize 50% of the cost up to a maximum of \$3,500 per participant when appropriate, for a 12-week on-the-job training supported jointly by Biotechnology Companies.
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 monthly narrative reports, highlighting successes, challenges, etc. In addition, the WIB will include client activity data related to the On-Site Coordinator at Genentech in the monthly reports.
9. San Mateo WIB will assist with the development of a sustainability plan
10. San Mateo WIB will promote best practices.
11. San Mateo WIB will convene Project Partners to produce a marketing plan, create project branding, and finalize collateral marketing materials.

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

San Mateo WIB will conduct four (4) Biotech Training Cohorts (Cohort 1, Cohort 2, Cohort 3, and Cohort 4) 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.

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 4/30/06 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.

Reports Required during Contract Extension – July 1 through December 31, 2006

- Monthly Narrative Reports due one month following the close of the preceding month.
- Reports will also include client activity data related to the work of the On-Site Coordinator at Genentech.

Federal Project Special Conditions

1. **Federal Project Officer:** The DOL/ETA Federal Project Officer (FPO) for this grant/agreement is:
Karen Connor
U.S. Department of Labor/ETA
_____ 71 Stevenson Street, Room 830
San Francisco, CA 94119
(415) 975-4610

The FPO is not authorized to change any of the terms or conditions of the grant/agreement. Such changes, if any, will be accomplished by the Grant Officer by the use of a properly executed grant/agreement modification.

2. **Equipment:** Awardees must receive **prior approval** from the DOL/ETA **Grant Officer** 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 with the awardee's proposal. If not, awardees must submit this required detailed description list to the FPO for review within 30 days of the grant/agreement award date. Failure to do so will necessitate the need for approval of equipment purchase on an individual basis.
3. **Program Income:** The awardee is authorized to utilize the addition method if any **Program Income** is generated throughout the duration of this grant/agreement. The awardee is allowed to deduct costs incidental to generating Program Income to arrive at a net Program Income [29 CFR Part 95.24(c)]; or [29 CFR Part 97.25(c)(g)(2)].
4. **Pre-Award:** The awardee hereby agrees that any allowable costs incurred by the awardee pursuant to this grant/agreement, prior to the obligation of funds by the Department, are **incurred at the awardee's own risk**.
5. **Reports:** The awardee shall submit the following QUARTERLY reports not later than 30 days after the end of the calendar year quarters; and FINAL reports not later than 90 days after all funds have been expended, or the period of grant funds availability has expired:
 - (A) **QUARTERLY FINANCIAL STATUS REPORT – (SF-269)**
 - (1) The awardee shall report program outlays (expenditures) and program income on an accrual basis.
 - (2) The awardee shall utilize ETA's On-Line Electronic Reporting System. Instructions to be followed for accessing and utilizing this system are contained in the letter transmitting this official grant agreement.

NOTE: Utilization of this electronic reporting system requires “no” submittal of hard copy reports. {It is imperative that the required financial data be entered directly into the Enterprise Information Management System (EIMS) by the awardee}.

- (B) **QUARTERLY PROGRESS REPORTS** – The awardee shall submit two copies to the FPO identified in Item #1 above, in accordance with the time frames provided in this item. **(DO NOT MAIL REPORTS DIRECTLY TO THE GRANT OFFICER).**
- (C) The Final Reports must be submitted no later than 90 days after the grant expires.
6. **Consults: Consultant Fees** paid under this grant/agreement shall be limited to \$450 per day without additional DOL Grant Officer approval.
 7. **Rebates:** The awardee agrees to advise the Grant Officer, 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.
 8. **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.
 9. **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 awardees** 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.
 10. **Executive Order 12928:** In compliance with Executive Order 12928, the Grantee is strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities (HBCUs) and other Minority Institutions (MIs) such as Hispanic Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals (SDBs).
 11. **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.

12. **Veteran's 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 veterans 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's 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.

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

1. **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.*

2. **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.

3. **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.