

FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

2009 MAR 11 PM 5:52

# CITY OF OAKLAND

## AGENDA REPORT

**To:** Office of the City Administrator  
**Attn:** Daniel Lindheim  
**From:** Office of the Mayor  
**Date:** March 24, 2009

**Re:** **A Status Report On All Workforce Investment Board (WIB) Funded Contracts For Program Year (PY) 2007-2008, Including The Amount, Service Goals, And Past Evaluations For Each Contract And A Resolution to Retroactively Adopt A) A Memorandum Of Understanding With The Oakland Private Industry Council, Inc. (PIC) To Serve As The Oakland Workforce Investment System Administrator For PY 2007 – 08 In An Amount Not To Exceed \$1,147,975; B) A Memorandum Of Understanding With The Oakland PIC To Serve As The One Stop Career Center Operator For PY 2007 – 08 In An Amount Not To Exceed \$1,775,948; And C) The Disbursement Of Additional Funds To The Oakland PIC For Subcontracts With Adult And Youth Services Providers As Approved By The Oakland Workforce Investment Board, For The Delivery Of Support Services And Training For Job Seekers And Business Clients, And For Other Programs For Which The Oakland PIC Acts As Systems Administrator.**

---

### SUMMARY

This Status Report on WIB-funded contracts in Oakland covers the period from July 1, 2007 through June 30, 2008.

### FISCAL IMPACT

This is a status report only; as such, it does not include fiscal impacts.

### BACKGROUND

In follow-up to the Job Training Performance Standards (JTPS) evaluation report presented to the Community and Economic Development (CED) Committee on December 16, 2008, a request was made for a status update on workforce programs subcontracted through the Oakland Private Industry Council (PIC). As the contracted System Administrator to the Oakland Workforce Investment Board (WIB), the PIC is responsible for the fiscal oversight and performance accountability of all WIA activities in Oakland. The PIC maintains client databases from which reports to the state and federal governments are produced, and from which the data and tables in this report are generated.

This report contains contracts and program information for Program Year (PY) 2007-08. Although the same information was initially also requested for PY 2008-09 and PY 2009-10,

Item: \_\_\_\_\_  
CED Committee  
March 24, 2009

these contracts have not yet been approved and/or finalized. It is expected that PY 2008-09 documents will be approved by April 30, 2009, and that PY 2009-10 contracts will be finalized by July 31, 2009.

### KEY ISSUES AND IMPACTS

- Most WIA programs met all of their State goals, and those that did not are working toward improvement in PY 2008-09.

### PROGRAM PERFORMANCE ANALYSIS

PIC subcontracted the following nine Adult and Dislocated Worker (DW) and Youth programs for PY 2007-08:

1. Oakland PIC One-Stop Career Center (Adult and DW).
2. The English Center (Adult and DW).
3. The Unity Council (Adult and DW).
4. ASSETS Senior Employment Opportunities Program (Adult and DW).
5. Lao Family Community Development, Inc. (Adult and DW and Youth).
6. Alameda County Health Care Foundation Model Neighborhood Program (Youth).
7. Pivotal Point Youth Services, Inc. (Youth).
8. George P. Scotlan Youth & Family Center (Youth).
9. The Youth Employment Partnership, Inc. (YEP; Youth).

Contracts (and/or contract modifications, extending each through PY 2007-08) are included in **Attachment A (1 – 9)** of this report. Accompanying or incorporated into each contract, where available, is a narrative to each respective program, including a description of major program functions and priorities and program performance details for PY 2007-08. For further detail on WIA program goals attainment, please refer to **Attachment B** for an outline of Adult and DW and Youth state performance measures, and to **Attachment C** for tables with full program statistics. A summary of each WIA program's goals and performance follows, as reported by individual program providers as well as by the PIC.

#### 1. Oakland PIC One-Stop Career Center

*Program description/statement of work.* The One Stop Career Center Operator manages the daily operations of the Comprehensive One Stop Centers, provides core and intensive services to Adult and DW job seekers, and coordinates businesses services with the business vendors.

*Total contract amount (for PY 2007-08).* **\$1,686,623.00**

*Summary of program performance (for PY 2007-08).*

- The Oakland PIC exceeded State Placements to Exits Goals for Adult and DWs, at a success rate of 107% and 103% respectively. The PIC did not quite meet State Retention Goals, however, at 92% for Adults and 74% for DWs. Neither did the PIC reach Average Earnings Goals, at \$9,235 for adults and \$11,319 for DWs.

Item: \_\_\_\_\_  
CED Committee  
March 24, 2009

## 2. The English Center

*Program description/statement of work.* The English Center is an independent, non-profit 501(c)3 organization centrally located in Oakland's Jack London Square. Since its founding in 1977 it has provided Vocational English as a Second Language (VESL) instruction and employment services to refugees, immigrants, and asylees in the greater Bay Area. The Center maintains national accreditation through the Accrediting Council for Continuing Education and Training (ACCET), and also administers U.S. Department of Education Title IV Federal Financial Aid (PELL grants). Its staff of eleven full-time employees and fourteen part-time faculty members are fluent in over eight different languages. Through the PIC, The English Center is an East Bay Works One-Stop affiliate site, and its main functions include the provision of career counseling, case management, and job placement assistance to clients. (More specific details on program functions are included in the PIC's *Title I Adult (Affiliate) Compliance Monitoring* report in **Attachment A – 1**)

*Total contract amount (for PY 2007-08).* **\$200,000.00**

*Summary of program performance (for PY 2007-08).*

- The English Center provided services to forty WIA-enrolled clients during PY 2007-08 (100% of its enrollment goal; the Center served more than 200 clients overall this fiscal year).
- For PY 2007-08, eighteen of twenty WIA-enrolled Adult clients who exited English Center programming were placed in jobs within ninety days of enrollment (90% placement rate). The PIC reported an 80% placement rate for DWs. Both of these placement rates exceed state goals of 73% and 79%, respectively.
- The English Center notes that WIA client placement rates do not accurately reflect its One Stop services – the English Center provides training and other services to universal clients as well, whose numbers are not captured in the WIA Quarterly Report. At the end of PY 2007-08, the English Center met its goal of enrolling 200 universal clients by enrolling 220 new One Stop members. The English Center also provided services to over 100 existing universal clients who were enrolled by other partner One Stops such as Lao Family, Hayward One Stop, Concord One Stop, Unity Council, Downtown Oakland, and Oakland East One Stops.
- It is important to note that the English Center cannot report as “placed” any client who enrolls in the English Center while they are already holding a (low-level) job, even if after graduation they obtain a new and higher paying job.
- The average salary of students who graduate into a job placement from the English Center is approximately \$13.58 per hour (compared to \$9.25 per hour in 2004). This increase is attributed in part to a new strategy the English Center is using around education, offering vocational skill courses in addition to language classes (in PY 2007-08, 20% of enrollees took advantage of career preparation programs offered in conjunction with community colleges).
- Other highlights of the English Center's PY 2007-08 achievements include the following: trained 15 ASSETS clients enrolled at the English Center through Oakland's Office of Human Services, partnered with the Oakland PIC to offer the Center's Career Advancement Program to more than 15 on-site clients, provided interns for the Port of Oakland, the International Institute of the East Bay, and various schools, prepared

Item: \_\_\_\_\_  
 CED Committee  
 March 24, 2009

students for the Unity Council/Merritt College Medical Assistant training program, prepared more than thirty students to enroll in local community and state university programs through the Center's Academic Readiness Project (and enrolled and retained 75% of these students in college), and collaborated with CBOs, community colleges, and the Alameda County Supervisors' Office to begin the Immigrant Nurses Re-entry Project.

### 3. The Unity Council

*Program description/statement of work.* The Unity Council was to provide all required WIA Core A (Universal) services to 750 new participants, and, where appropriate, enroll 48 eligible WIA Adults and DWs into Core B and Intensive Services. As an Affiliate One Stop Center, the Unity Council maintains facilities and services to provide the full range of employment services to non-WIA clients as well. The Unity Council provides both Universal and Intensive services to eligible WIA Adults and DWs in collaboration with the College of Alameda and Laney and Merritt Colleges, in addition to five other community-based organizations.

*Total contract amount (for PY 2007-08).* **\$300,000.00**

*Summary of program performance (for PY 2007-08).*

- The Unity Council met 100% enrollment goals for both Universal services and WIA/Intensive services clients (750 and 48 newly enrolled clients, respectively).
- In PY 2007-08, the Unity Council had the highest placement rate for Adult workers (of 52 program exits, 48 clients were placed).
- Every year that the Unity Council has received WIA Title I funding, it has also leveraged a substantial amount of additional funding for serving clients (e.g., in PY 2007-08, \$183,775 pay for performance contract with Alameda County to serve CalWORKS clients; and \$500,000 State Employment Development Department (EDD) 15% Governor's grant – shared funding with YEP, Merritt College, College of Alameda, and four community health clinics to place older youth and adults in allied health and construction jobs).
- To date, Unity Council's Healthcare Sector Initiative has trained medical assistants, dental assistants, and medical interpreters for a total of 119 graduates (39 graduates in PY 2007-08). Recent medical assistant graduates have been placed at Kaiser Permanente, the University of California at Berkeley Tang Center, the Alameda County Medical Center, Native American Health Center, Asian Health Services, La Clinica de al Raza, Tiburcio Vasquez Health Center, LifeLong Medical Center, Highland Hospital, Loma Vista Medical Center, and West Oakland Health Center.
- On average, the starting wage of graduates is \$14.74 per hour, which represents a 56% increase in income when compared to pre-training wages.
- Unity Council notes that "any WIA budget cuts would have a negative impact on [its] ability to continue to experience success with employers and residents of Oakland who are seeking employment and wage progression positions."

### 4. ASSETS Senior Employment Opportunities Program

*Program description/statement of work.* The Oakland Department of Human Services ASSETS Senior Employment Opportunities Program is a Senior Community Service Employment Program (SCSEP) national employment and training initiative funded by the federal Older

Item: \_\_\_\_\_  
CED Committee  
March 24, 2009



Americans Act through grants from the U.S. Department of Labor. The purpose of SCSEP is to provide useful part-time subsidized community assistance for low-income people 55 years or older with poor employment prospects, while promoting transition to unsubsidized jobs. ASSETS prepares program participants for entry or re-entry into the competitive job market by offering vocational classroom training, such as computer literacy, general office skills, customer service conflict resolution, and early childhood education. Enrollees also receive job placement assistance, work experience, and support services. ASSETS is the only federal program in Oakland that specifically targets the training needs of low-income older workers.

*Total contract amount (for PY 2007-08).* **\$140,000.00**

*Summary of program performance (for PY 2007-08).*

- In PY 2007-08, ASSETS met 100% of its enrollment goal (239 clients). The program also reached 100% of its placement plan (44 clients).
- Average hourly wage for ASSETS clients placed in jobs was \$12.84 (however, only 17 clients received jobs with benefits).
- Of the 44 placed ASSETS clients, 43 retained their jobs after three months of employment. Although this number dropped to 26 clients after six months of employment, those same 26 still retained their jobs after nine months (after which retention monitoring stops).
- According to an ASSETS contract compliance and fiscal monitoring review, payment of reimbursement requests were tested for the months of December 2007 and February and March 2008. It was determined that they were within the budget, properly supported with adequate documentation. A random testing of employee timesheets charged to the program was made and found no exceptions.
- PIC program monitoring reports during PY 2007-08 disclosed no instances of contract non-compliance except some observations relating to participant file deficiencies, i.e., issues on activity codes and updating of participant entry and exit dates. These issues were subsequently corrected and cleared by the PIC.

##### 5. Lao Family Community Development, Inc.

*Program description/statement of work.* Provides programs and assistance for South East Asian refugee and immigrant communities, and other low income communities, to adapt to life in the United States and to achieve social and economic self-sufficiency.

*Total contract amount (for PY 2007-08).* **\$200,000.00 (for Adults and DWs); \$137,500.00 (for Youth)**

*Summary of program performance (for PY 2007-08).*

- For Adults and DWs:
  - Adults and DWs exceeded enrollment goals by 116% (37 actual enrolled; 32 planned enrolled). Adults and DWs also met 100% of placement goals, with 28 total placements (22 with benefits).
  - In line with WIA/State goals, Adults exceeded State Placements to Exits goal (by 118%), while DWs fell just under, at 90%. Adults and DWs were at 70% and 89% of retention success rates, respectively.

Item: \_\_\_\_\_  
CED Committee  
March 24, 2009

- For Youth:
  - Youth also met 100% of enrollment goals (10 out-of-school participants and 35 in-school). Both groups also exceeded State placement goals by 89% and 92%, respectively (8 of 9 out-of-school youth were placed; 23 of 25 in-school youth were placed). In-school youth also exceeded the State Degree or Credentials Goal at 88% (goal was 50%).

#### 6. Alameda County Health Care Foundation Model Neighborhood Program

*Program description/statement of work.* The Model Neighborhood Program (MNP) seeks to make an impact on the disparities in healthcare by increasing the number of under-represented minorities (URM) in the health professions in the San Francisco Bay Area by providing youth with the tools needed to successfully pursue a career in Health Care and to make healthy choices. Severe shortages remain in the numbers of URM in the health care resources, including nursing, radiology, and clinical laboratory. While many programs target high school youth, MNP begins at middle school because many URMs in inner city schools begin to lag significantly behind academically at this point, and start to drop out of school in the 9<sup>th</sup> grade. By maintaining a relationship with these youth through their transition to high school, MNP expands the overall pool of URMs that complete high school, college, and pursue a health profession.

*Total contract amount (for PY 2007-08).* **\$30,860.00**

*Summary of program performance (for PY 2007-08).*

- MNP exceeded 116% of enrollment goals (15 actual enrollment; 13 planned enrollment). With one placement (and one exit) this PY, 100% of percentage placements to exits were reached. Finally, MNP also reached 100% of Degree or Credentials this PY, doubling the State goal of 50%.

#### 7. Pivotal Point Youth Services, Inc.

*Program description/statement of work.* Pivotal Point aims to address the ten elements of WIA youth services with the Community College Foundation (TCCF) and to provide services to at least eighteen out-of-school youth as follows:

1. Tutoring services, study skills training, and instruction leading to secondary school completion, including drop-out prevention. (TCCF's One-to-One Tutoring program emphasizes the tutor/mentor relationship to the youth, in order to facilitate the youth's hope and enthusiasm for learning, thus engaging the youth in the tutoring services. By building the basic literacy and numeracy skills for the youth, the requirements of the WIA common measures will also be most effectively met. At least 50% of the number of out-of-school youth enrolled will receive tutorial services).
2. Alternative secondary school services/offerings.
3. Paid or unpaid work experience (job shadowing/internships).
4. Leadership development. (Through three TCCF seminars held throughout the year, each two hours long, once per week for twelve weeks, and serving a maximum of ten youth per seminar).
5. Occupational skills training.

Item: \_\_\_\_\_  
CED Committee  
March 24, 2009

6. Supportive services. (Including assistance with transportation – bus/BART passes – referrals to medical and mental health agencies, assistance with school supplies, work tools, uniform and work clothes, child care linkages, housing, etc.).
7. Adult mentoring.
8. Comprehensive guidance and counseling.
9. Summer employment opportunities.
10. Follow-up services. (Pivotal Point provides follow-up with youth participants for twelve months through regular phone and in-person contact conducted by a Job Coach and Intake Specialist. Services also include career progression counseling and evaluations to ensure the youth are able to continually upgrade their skills and receive higher-paying jobs, and follow-up calls to employers to monitor on-the-job success, progression, and retention).

*Total contract amount (for PY 2007-08). **\$86,060.00***

*Summary of program performance (for PY 2007-08).*

- Although Pivotal Point met 100% of enrollment goal (it did provide services this PY to eighteen out-of-school youth, in addition to nine youth carried over from the previous PY), the program did not reach goals for Placements to Exits or Degrees or Credentials. Pivotal Point placed 9 youth to 14 exits (65% Actual Placements to Exits; 67% Goal). Three youth total attained Degrees or Credentials (22% Actual Degree or Credentials this PY; 50% Goal).

#### 8. George P. Scotlan Youth & Family Center

*Program description/statement of work.* Scotlan Center aims to provide services to 40 out-of-school youth ages 14 to 21, as follows:

- Intake and assessment (enrollment documentation, certification, academic pre-testing, and development of individual service strategies).
- GED preparation and/or basic skills classwork (128 hours of in-class GED preparation, or in class Basic Skills education where GED is not appropriate).
- Pre-employment competencies (64 hours of workshops and training in basic computer skills, resume preparation, master application preparation, interview skills, and job search skills).
- Counseling or other mental health services (four to twelve sessions of mental health counseling, or, where appropriate, participation in parenting groups, domestic violence and child abuse prevention classes, and treatment for sexually exploited minors).
- Leadership training (optional, through Scotlan Center's Peer Tutoring Program and YMCA's Neighborhood Fellows Step Up Program).
- Job search and job development work.
- Internships (paid Scotlan internships for office skills or school based tutoring for deserving youth).
- Re-entry into education institutions (post secondary for older youth; secondary for younger youth, where so elected and appropriate).

Item: \_\_\_\_\_  
 CED Committee  
 March 24, 2009

- Vocational/occupational training (YMCA's Neighborhood Fellows Step Up Program or Dare 2 Dream Program – for Cosmetology, Entertainment Industry, Athletic Coaching, Culinary, Fashion Design – or other programs at the youth's election).
- Follow-up and adult mentoring.

Scotlan Center also aims to provide services to seventeen in-school youth ages 16 to 21, as follows:

- Intake and assessment (enrollment documentation, certification, academic pre-testing, and development of individual service strategies).
- Academic tutoring (up to 64 hours of out-of-school tutoring as needed with a trained tutor – in Math, English, Reading and Comprehension, and Basic Writing Skills).
- Pre-employment competencies (64 hours of workshops and training in basic computer skills, resume preparation, master application preparation, interview skills, and job search skills).
- Counseling or other mental health services (four to twelve sessions of mental health counseling, or, where appropriate, participation in parenting groups, domestic violence and child abuse prevention classes, and treatment for sexually exploited minors).
- Leadership training (optional, through Scotlan Center's Peer Tutoring Program and YMCA's Neighborhood Fellows Step Up Program).
- Post academic assessment and support (to determine fitness and schedule for acquisition of high school diploma, and interest in and education career paths in post secondary education. Also, post secondary guidance counseling, and assistance and support in application processes for post secondary education).
- Job search and job development work.
- Internships (paid Scotlan internships for office skills or school based tutoring for deserving youth).
- Job placement and job shadowing (acquisition of full or part time employment).
- Vocational/occupational training (YMCA's Neighborhood Fellows Step Up Program or Dare 2 Dream Program – for Cosmetology, Entertainment Industry, Athletic Coaching, Culinary, Fashion Design – or other programs at the youth's election).
- Follow-up and adult mentoring.

*Total contract amount (for PY 2007-08). \$177,800.00*

*Summary of program performance (for PY 2007-08).*

- Scotlan Center met enrollment goals for both in and out-of-school youth (17 and 40 youth, respectively). Neither cohort, however, met State goals for Placements to Exits. In-school youth were at only 25% of goal, while out-of-school youth reached 63%. While 94% of in-school youth achieved Degrees or Credentials this PY (15 total), only 38% of out-of-school youth were successful in this category.

#### 9. The Youth Employment Partnership, Inc. (YEP)

*Program description/statement of work.* YEP provides 92 in-school youth (ages 14 to 18) with job readiness pre-training sessions, ongoing weekly job readiness training sessions, weekly case management visits, referral to support services, individual service strategy (ISS), work

Item: \_\_\_\_\_  
CED Committee  
March 24, 2009

experience (between 100 and 250 hours), and follow-up services. A minimum of 20% (19) receive vocational skills training, such as construction and computers.

YEP also offers 40 out-of-school youth (ages 18 to 21) with job readiness pre-training sessions, ongoing weekly job readiness training sessions, weekly case management visits, referral to support services, ISS, work experience (between 100 and 250 hours), and follow-up services. A minimum of 80% (32) will receive vocational skills training, such as construction and computers.

*Total contract amount (for PY 2007-08). \$367,780.00*

*Summary of program performance (for PY 2007-08).*

- YEP exceeded out-of-school youth enrollment at 130% (52 new youth enrolled), and reached 83% of in-school youth enrollment (76 new youth enrolled). However, YEP served a total of 294 youth during PY 2007-08, including enrollees carried over from the previous PY. Neither group reached Placement to Exit Goals (13% and 12%, respectively). YEP has noted an especially high number of out-of-school youth applying for participation, and a significant need for more jobs available and appropriate to these youth. Degree and Credentials for both out-of-school and in-school youth did surpass State Goals this PY, at 75% and 71%, respectively.

## **SUSTAINABLE OPPORTUNITIES**

***Economic:*** Job training efforts funded by the Oakland WIB are intended to improve client employability through education, training, and support services, toward attaining the Board's goal of economic self-sufficiency for all clients. The workforce development system also promotes business development through placement services, customized training subsidies, and technical services for employers.

***Environmental:*** Several YEP programs use environmental improvement as a means to promote employment. Projects include recycling, neighborhood beautification, fire fuel reduction and materials re-use through building deconstruction.

***Social Equity:*** These programs promote social equity by improving client earning power, both immediately through job placements and for the long-term through education and training.

## **DISABILITY AND SENIOR CITIZEN ACCESS**

The ASSETS Senior Employment Program, operated by the City of Oakland's Department of Human Services, is specifically designed to provide employment and training opportunities for low-income residents aged 55 and older.

## **RECOMMENDATION AND RATIONALE**

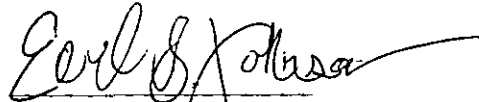
Staff recommends that the City Council approves PY 2007-08 WIB/WIA funded workforce program contracts.

Item: \_\_\_\_\_  
CED Committee  
March 24, 2009

**ACTION REQUESTED OF THE CITY COUNCIL**

Staff recommends that the City Council accept this report and adopt the resolution to retroactively adopt A) a Memorandum Of Understanding with the Oakland Private Industry Council, Inc. (PIC), to serve as the Oakland Workforce Investment System Administrator for Fiscal Year (FY) 2007 – 08 in an amount not to exceed \$1,147,975; B) a Memorandum Of Understanding With The Oakland PIC to serve as the One Stop Career Center Operator for FY 2007 – 08 in an amount not to exceed \$1,775,948; and C) the disbursement of additional funds to the Oakland PIC for subcontracts with Adult and Youth services providers as approved by the Oakland WIB, for the delivery of support services and training for job seekers and business clients, and for other programs for which the Oakland PIC acts as Systems Administrator

Respectfully submitted,




Earl Johnson  
Senior Policy Advisor  
Office of the Mayor

Prepared by:  
Earl Johnson  
Senior Policy Advisor  
Office of the Mayor

Nora Gilligan  
Policy Analyst  
Office of the Mayor

APPROVED AND FORWARDED TO THE  
COMMUNITY AND ECONOMIC  
DEVELOPMENT COMMITTEE:

  
\_\_\_\_\_  
Office of the City Administrator

Item: \_\_\_\_\_  
CED Committee  
March 24, 2009

**OAKLAND PRIVATE INDUSTRY COUNCIL**

- **SYSTEM ADMINISTRATOR**
- **ONE STOP CAREER CENTER OPERATOR**

## MEMORANDUM OF UNDERSTANDING

### City of Oakland/Oakland Workforce Investment Board and Oakland Private Industry Council, Inc.

#### SYSTEM ADMINISTRATOR

July 1, 2007 through June 30, 2008

This Memorandum of Understanding ("MOU") is entered into effective the 1st day of July, 2007, by and between the CITY OF OAKLAND, a municipal corporation (the "City"), on behalf of itself and the Oakland Workforce Investment Board (the "WIB"), and the OAKLAND PRIVATE INDUSTRY COUNCIL, INC., a California nonprofit public benefit corporation (the "Oakland PIC"), pursuant to City Council Resolution No. 79474 C.M.S.

#### RECITALS

- A. The City and the Oakland PIC have reached an understanding of their respective roles, terms and expectations regarding the oversight and administration of the federal Workforce Investment Act of 1998 ("WIA"), codified at 29 USC Sec. 2801, et seq., with its implementing regulations codified at 20 CFR Part 660, et seq., including related job training funding for the Oakland Local Workforce Investment Area.
- B. The intent of this MOU is to create strong partnerships among all participating public and private organizations that support Oakland's entire employment and training service delivery system. Through an integrated system of all employment and training funding streams for which the City has fiscal responsibility, the City and the WIB, the policymaking body created for the Oakland Local Workforce Investment Area under Section 117 of WIA, and enhanced by Section 14200, et seq., of the California Unemployment Compensation Code, will develop and oversee business services and employment and training strategies to promote economic development and to create full employment for all Oakland residents seeking work and advancement in collaboration with the Oakland PIC.
- C. The Mayor of the City of Oakland, as the chief elected official of the Oakland Local Workforce Investment Area, is designated by WIA as the local Sub-grant recipient of WIA funds and is ultimately responsible for such funds. The Mayor has designated the Office of the City Administrator to act on his behalf on all WIA matters. Through this MOU, the Oakland PIC shall be designated to serve as the System Administrator for WIA funds.



- D. The purpose of this MOU is to clearly define and delineate the respective administrative, fiscal and program support functions between the City and the Oakland PIC. This MOU by way of **Exhibit 1** also specifies which funds the City will retain as the Sub-grant recipient for its portion of all WIA and related oversight activities and which funds will be given to the Oakland PIC as the System Administrator as approved by the City.
- E. The organizational relationship between the City and the Oakland PIC outlined in ~~this agreement is applicable through the term of the contract period, which ends~~ June 30, 2008.

NOW, THEREFORE, the City and the Oakland PIC agree as follows:

## **1. DESIGNATION OF OAKLAND PIC**

Pursuant to Section 117(d)(3)(B)(i)(II) of WIA, the Oakland PIC is hereby designated, in partnership with the City, to serve as the System Administrator for Oakland WIA and related funds.

## **2. RESPONSIBILITIES OF THE CITY**

In furtherance of the purposes of this MOU, the City, on behalf of the Mayor and the WIB and through the Office of the City Administrator, diligently and in good faith shall be responsible for performing the following tasks:

- a. Serve as the Sub-grant Recipient. The City will be the Sub-grant recipient for all WIA formula and related grant funds and maintain ultimate fiscal authority and responsibility for said funds. City staff will monitor and manage grant activities year-round, including:
- 1) Preparation and submittal of cash drawdown requests to the State of California.
  - 2) Review of fixed assets and inventory.
  - 3) Review of expense and close-out reports.
  - 4) Oversight of financial and program audits directed by the Mayor and the WIB.
  - 5) Tracking and reconciliation of revenues and expenditures per the budget approved by the City.
  - 6) Administration of the disbursement of funds in accordance with City policies and procedures.
  - 7) Updates and re-writes of the Local Plan.
- b. Staff the WIB. City staff will:
- 1) Staff all full WIB and WIB committee meetings.
  - 2) Duly notice all WIB meetings per Brown Act and Sunshine Ordinance requirements.

- 3) Prepare WIB agendas and meeting materials with support as requested from the Oakland PIC.
  - 4) Coordinate the recording and distribution of action minutes.
  - 5) Prepare reports and recommend action to the WIB on policy issues.
  - 6) Develop and orient new WIB members and conduct WIB trainings.
  - 7) Provide legal advice and legal services to the WIB through the Office of the City Attorney.
  - 8) Serve as the liaison within the City on WIA and WIB matters.
- 

c. Program oversight. City staff will:

- 1) Oversee WIA-related programs in compliance with federal, state and local requirements, including local Living Wage requirements and other City hiring ordinances and policies.
- 2) Support the Oakland Mayor's Summer Jobs Program.
- 3) Monitor and report on WIA-funded programs administered and operated by the Oakland PIC or other agencies, including evaluation of the performance of the System Administrator and related assessments as directed by the WIB or in accordance with standard grant management procedures. Recommend corrective action steps as appropriate.
- 4) Review data and reports submitted by the Oakland PIC on its WIA-funded sub-contractors.
- 5) Provide timely responses to requests from the Department of Labor ("DOL"), the State and other funding agencies in cooperation with the PIC.

d. Program development. City staff, in partnership with the Oakland PIC and other partner agency staff, will:

- 1) Perform strategic and business planning.
- 2) Oversee the integration and workforce and business development and business support activities under the direction of the WIB.
- 3) Manage labor market information and data gathering.
- 4) Develop job training programs and related initiatives.
- 5) Develop proposals to fund job training programs and related initiatives through grant writing.

### **3. RESPONSIBILITIES OF THE OAKLAND PIC**

In furtherance of the purposes of this MOU, the Oakland PIC shall diligently and in good faith provide fiscal and program administration for WIA, and other WIA-related funds, provided funding has been allocated for those services and subject to City review and oversight, which includes the following:

- a. Oversee and manage the partnerships of agencies identified as part of the Oakland WIB's One Stop Career Center system and Youth Service Providers.
- b. Adhere to State performance standards and adhere to local performance standards. Promote the highest performance attainment among service providers, including providing technical assistance and accountability

actions as needed. If local performance standards are adopted that are substantially different from the State performance standards and substantially increase the administrative burden on the Oakland PIC as a result, the provisions of this MOU related to Oakland PIC's responsibilities and funding are subject to renegotiation to account for this added burden. For purposes of this section, adoption of a local performance standard will "substantially increase" the administrative burden on the Oakland PIC if it is reasonably likely that adoption of the ~~standard will increase the Oakland PIC's annual administrative costs~~ related to implementing those local standards by \$7,500 or more.

- c. Act as liaison with the State on matters regarding fiscal administration.
- d. Prepare cash draw down requests for City review and submission to the State.
- e. Prepare quarterly financial reports on all WIA-related funds and submit them to the WIB Executive Director (see Section 4. d: Reporting).
- f. Issue checks to sub-grantees within a reasonable amount of time from receipt of invoices, based upon the availability of funds and timely receipt of proper invoicing.
- g. Develop up to date MOUs and Resource Sharing Agreements among all funded and mandated partners in accordance with the Workforce Investment Act and its implementing regulations.
- h. Respond promptly to requests from City staff and/or the full WIB or its Committees for fiscal information and budget proposals in support of the WIB's mid-year and annual budget development process.
- i. Provide one or more appropriate PIC staff at all meetings of the WIB and its Committees.
- j. Upon written (e-mail) notice of five working days from WIB staff, provide staff support as needed by the WIB and its standing and ad hoc committees. Requests may include, but are not limited to, materials to support agenda items, compilation of data with analysis, reports and recommended actions with sufficient rationale.
- k. Work closely with the WIB staff in the identification of key program issues and program development initiatives.
- l. Procure and administer consulting contracts and other budgeted miscellaneous expenses on behalf of the WIB and its staff.
- m. Prepare plans, grant proposals and applications, reports and other related documents for the State with the understanding that those activities do not limit or prevent the Oakland PIC from pursuing non-WIB related funding.
- n. Procure and administer sub-contracts and agreements in accordance with the approved budget and directives of the WIB, including payment benchmarks that are as closely aligned as possible with State-mandated performance measures.
- o. Maintain the WIA eligible training provider list.
- p. Administer the Individual Training Account system.
- q. Administer On-the-Job and Customized Training contracts developed by program partners.

- r. Perform eligibility determination for WIA-related services.
- s. Coordinate employer and job placement services as directed by the WIB and required by WIA, giving priority to Oakland's economic development activities through the coordination of workforce development and business services for employers that enter into First Source hiring agreements, that receive capital loans through the City, that need services through Oakland's Neighborhood Commercial Revitalization Program, that are served through Oakland's Business Attraction and Retention services, or ~~that are supported through Oakland's Redevelopment Agency.~~
- t. Coordinate the delivery of Rapid Response Services (as defined in WIA) and other lay-off intervention and aversion strategies.
- u. Provide support for employers in accordance with the WIB's Business Services Plan and the direction of the WIB's Business Services Committee.
- v. Coordinate and support Job Fairs, including the annual Oakland/San Leandro Job Fair, at the request of the City.
- w. Support the Oakland Mayor's Summer Jobs Program, including serving as a fiscal agent, receiving up to \$40,000 from the City, receiving pass-through contributions made out to the City and the Oakland Workforce Investment Board in support of the Mayor's Summer Jobs Program and other contributions made out to the Oakland PIC to support the program coordinator and other program activities.
- x. Support special grant-funded programs, including serving as a fiscal agent and providing program and logistical support as described and funded through said grants.
- y. Promote to the fullest extent possible the Oakland WIB as the primary source of funding for the Oakland PIC and the programs and services it provides directly and through sub-contractors.
- z. Develop and implement a system among all Oakland One-Stop Centers for the tracking and follow-up of outcomes with Universal Services clients of the One-Stop system.

#### **4. REPORTING AND PERFORMANCE STANDARDS**

The Oakland PIC shall gather data and submit program performance and financial reports for its programs and those of its sub-contractors in accordance with:

1. The requirements of the Department of Labor and the State of California Employment Development Department and Workforce Investment Board.
2. The reasonable requests of the Oakland WIB. Such requests shall be specified by the WIB at the beginning of the fiscal year. It is understood that the Oakland WIB or the City may change quarterly reporting requirements based upon new program priorities and the need for additional information to make informed policy decisions on the part of the Oakland WIB. It is also understood that should the reporting requirements change substantially,

additional funding and reasonable time may be needed to fulfill the new reporting requirements.

3. Requests from the WIB staff and the City's Financial Services and Management Agency, which includes a quarterly financial report due by the end of the month following the close of each quarter, showing actual expenses to actual allocations as approved by the Oakland WIB. The required Financial Reporting Template will be incorporated as part of this MOU.

---

The Oakland PIC shall be held accountable for the performance of the programs and services covered in this MOU as required by the Department of Labor, the State Employment Development Department and State Workforce Investment Board. The state performance standards are articulated in the respective WIA-approved Performance Measures and sub-grant agreements. However, any failure of any partner (City and sub-contractors) to cooperate with timely requests for information or action, which might affect performance, shall not constitute a deficiency under this section by the Oakland PIC so long as the Oakland PIC has properly requested the information and/or action in a timely manner and has made the WIB aware of any such failure by the partner in a timely manner in writing, with recommendations for corrective action. If local performance standards are adopted which are substantially different from the state standards and requirements and substantially increase the administrative burden on the Oakland PIC as a result, the provisions of this MOU related to Oakland PIC's responsibilities and funding are subject to renegotiation to account for this added burden. For purposes of this section, adoption of a local performance standard will "substantially increase" the administrative burden on the Oakland PIC if it is reasonably likely that adoption of the standard will increase the Oakland PIC's annual administrative costs relating to implementing those local standards by \$7,500 or more. Failure to meet performance standards as determined by the Oakland WIB and the City Council may result in contract modification or termination as defined in Section 9—Termination of this MOU. The local performance standards, once approved by the WIB for the administration of the One Stop system, will be incorporated into this MOU.

The various standing committees of the WIB will monitor program performance and report findings and recommendations as appropriate to the WIB Executive Committee, which forwards its recommendations to the full WIB for action.

## **5. CONFLICTS OF INTEREST**

The parties understand that Oakland PIC employees act as public officials of the City when performing functions under this MOU as System Administrator, and thus are subject to conflict of interest laws applicable to public officials.

## 6. ALLOCATION OF WIA AND RELATED FUNDS

Any and all references to the allocation of funds and programs pertaining to this MOU must be approved by the City as part of the annual budget authorization and mid-year budget review process.

The Fiscal Year 2007-2008 budget is detailed as **Exhibit 1** to this MOU, incorporated herein by reference. This MOU also authorizes the allocation of other appropriated funds ~~from the City to the Oakland PIC for services related to the Mayor's Summer Jobs~~ Program and other employment and training related projects. It is understood that any modification of the budget which results in a funding cut or decrease to Oakland PIC, may affect its performance under this MOU.

- a. City of Oakland Allocation: The City will retain funds to perform its functions set forth in this MOU, including but not limited to, staffing the WIB, , research and planning in support of the WIB and workforce development in Oakland, contract management, the ASSETS Older Workers Program, special projects, fiscal agency and oversight, and fiscal and performance audits as required by state and federal regulations.
- b. Oakland PIC Allocation: The Oakland PIC will receive and administer WIA-related funds in accordance with the budget as approved and authorized by the City to maintain and support WIA and other funded services in the Oakland Local Workforce Investment Area.
- c. Quarterly Actual to Budget Reports: The Oakland PIC agrees to submit to the WIB staff by the 25<sup>th</sup> day following the end of each quarter reports showing actual revenues received and actual expenditures pertaining to the WIB-approved budget for each fiscal year.
- d. Budget Modifications: Recommendations for substantive modifications to the approved budget must be approved by the City.
- e. Matching Funds and Resources: The Oakland PIC agrees to use its best efforts to generate additional resources to enhance Oakland's workforce development system. The Oakland PIC shall report all such funds raised and used to augment its WIA allocation, for the advancement and enhancement of the specific quantifiable outcomes sought through the WIA awards. The Oakland PIC also agrees to actively seek new sources of funding to expand and enhance workforce development services for the benefit of the entire system. Furthermore, the Oakland PIC agrees to actively pursue the creation of strategic alliances and co-location opportunities to reduce overhead costs and improve efficiencies.

## **7. PAYMENT TERMS**

In its capacity as the System Administrator, the Oakland PIC will be reimbursed for all verifiable expenses in accordance with OMB A-122 and the detailed line item budget attached to this MOU. The Oakland PIC will also administer funds and contracts for direct services through or performed by third parties, as approved in the WIB budget. These funds may not be used to support Oakland PIC operations as the System Administrator without the express approval of the WIB. The Oakland PIC may request a ~~cash advance for its immediate cash needs along with its request for reimbursement~~ provided they meet and comply with the requirements in the Code of Federal Regulations at 29 CFR 95.22 and 31 CFR part 205.

The Oakland PIC agrees to submit supporting documentation with each Direct Payment Request that clearly indicates the line items in the WIB approved budget for which the funds requested will be used.

## **8. AUDIT REQUIREMENT**

With reasonable notice, the Oakland PIC shall submit to a complete operations audit, as directed by the City. For this purpose the Oakland PIC shall make available its records related to all of its functions under this MOU, at their office during normal business hours throughout the term of this MOU and for three years following the expiration of this MOU. The Oakland PIC will comply with the City's financial and reporting responsibilities applicable to agencies receiving contracts of \$300,000 or more.

## **9. TERM OF MOU**

The basic terms of this MOU shall be in effect from its effective date of July 1, 2007, until June 30, 2008.

## **10. TERMINATION**

The City or the Oakland PIC may terminate this MOU for cause upon giving thirty (30) calendar days written notice to the other party. For purposes of this section, "cause" shall mean the substantial failure of the party receiving the notice to meet any of its obligations under this MOU or to abide by the applicable terms and conditions of this MOU

## **11. INDEMNIFICATION**

The Oakland PIC shall protect, defend (with counsel acceptable to City), indemnify and hold harmless the City, its Councilmembers, officers, employees and agents from any and all actions, causes of actions, claims, losses, expenses (including reasonable attorneys' fees and costs) or liability (collectively called "Actions") arising out of or resulting in any way from negligent work performed in connection with this MOU by the Oakland PIC, its officers, employees, sub-consultants or agents.

The Oakland PIC acknowledges and agrees that it has an immediate and independent obligation to defend the City, its Councilmembers, officers, employees and agents from any claim or Action which potentially falls within this indemnification provision, which obligation shall arise at the time such claim is tendered to the Oakland PIC by the City and continues at all times thereafter so long as the claim or action arose from this MOU

All of the Oakland PIC's indemnification obligations arising out of this MOU are intended to apply to the fullest extent permitted by law and shall survive the expiration or ~~early termination of this MOU.~~

---

The City shall protect, defend (with counsel acceptable to the Oakland PIC), indemnify and hold harmless the Oakland PIC, its Board members, employees and agents from any and all actions, causes of actions, claims, losses, expenses (including reasonable attorneys' fees and costs) or liability (collectively called "Actions") arising out of or resulting in any way from negligent work performed in connection with this MOU by the City, its officers, employees, sub-consultants or agents.

The City acknowledges and agrees that it has an immediate and independent obligation to defend the Oakland PIC, its Board members, officers, employees and agents from any claim or Action which potentially falls within this indemnification provision, which obligation shall arise at the time such claim is tendered to the City by the Oakland PIC and continues at all times thereafter so long as the claim or action arose from this MOU. All of the City's indemnification obligations arising out of this MOU are intended to apply to the fullest extent permitted by law and shall survive the expiration or sooner termination of this MOU.

## **12. EXHIBITS**

The following exhibit is attached to this MOU and is hereby incorporated herein by reference:

Exhibit 1: Proposed FY 2007-2008 WIB Budget ( s advanced by the Ad Hoc Strategic Planning and Budget Subcommittee.)



In witness whereof, the City and the Oakland PIC have entered into this Memorandum of Understanding effective as of the date first above written.

**“CITY”**

**CITY OF OAKLAND, a municipal corporation**

By:  \_\_\_\_\_

Dan Lindheim  
Interim City Administrator

By:  \_\_\_\_\_

Chair, Oakland Workforce Investment Board

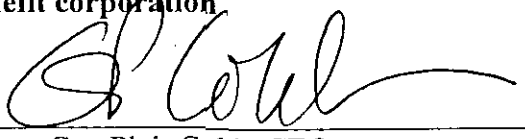
Approved as to form and legality:

By:  \_\_\_\_\_

Deputy City Attorney

**“OAKLAND PIC”**

**OAKLAND PRIVATE INDUSTRY COUNCIL, INC., a California nonprofit public benefit corporation**

By:  \_\_\_\_\_

Gay Plair Cobb, CEO  
Oakland Private Industry Council, Inc.

**Exhibit 1**

FY 07-08 Budget

*(attached)*

---

WIB FY 2007-2008  
Budget  
Draft Version 1

Ref #		WIB 2006-2007 Adopted	WIB 2007-2008 Operating Budget (1st Quarter)	WIB 2007-2008 Subcommittee Proposed Budget	WIB 2007-2008 Estimated Actual Budget
<b>CONTRACTED SYSTEM ADMINISTRATOR, CENTER OPERATOR AND OTHER FUNCTIONS</b>					
<u>System Administrator</u>					
1	PIC SysAd Personnel	\$561,407	\$561,407	\$561,407	\$538,951
2	PIC SysAd Non-Personnel	\$150,561	\$150,561	\$150,561	\$150,561
3	PIC SysAd Fiscal/Admin Personnel	\$314,218	\$314,218	\$314,218	\$301,649
4	PIC SysAd Fiscal/Admin Non-Personnel	\$57,544	\$57,544	\$57,544	\$57,544
5	PIC Rapid Response Coordination	\$64,245	\$64,245	\$64,245	\$64,245
<b>SUBTOTAL: PIC SYSTEM ADMINISTRATION</b>		<b>\$1,147,975</b>	<b>\$1,147,975</b>	<b>\$1,147,975</b>	<b>\$1,112,950</b>
6	Training, employer-based (e.g., Customized, OJT)	included in item 7	\$70,400	included in item 7	\$70,400
7	Training, client-based (e.g., ITAs)	\$299,200	\$228,800	\$253,800	\$228,800
8	EASTBAY Works	\$96,800	\$96,800	\$125,000	\$125,000
<b>SUBTOTAL: PASS-THRU ADULT FUNDS</b>		<b>\$396,000</b>	<b>\$396,000</b>	<b>\$378,800</b>	<b>\$424,200</b>
9	Youth Subcontracts/Services	\$800,000	\$800,000	\$800,000	\$800,000
10	Youth One Stop Services	\$125,000	\$125,000	\$125,000	\$125,000
11	Youth Wages and Support Services	\$519,200	\$519,200	\$519,200	\$519,200
<b>SUBTOTAL: YOUTH SERVICES</b>		<b>\$1,444,200</b>	<b>\$1,444,200</b>	<b>\$1,444,200</b>	<b>\$1,444,200</b>
12	System Administrator Sub-Total, Lines 1-11	<b>\$2,988,175</b>	<b>\$2,988,175</b>	<b>\$2,970,975</b>	<b>\$2,981,350</b>
<u>One Stop Center Operators</u>					
13	PIC CtrOp Program Personnel	\$974,340	\$974,340	\$938,472	\$925,623
14	PIC CtrOp Program Non-Personnel	\$408,589	\$408,589	\$408,589	\$408,589
15	PIC CtrOp Fiscal/Admin Personnel	\$134,697	\$134,697	\$134,697	\$129,309
16	PIC CtrOp Fiscal/Admin Non-personnel	\$58,567	\$58,567	\$58,567	\$58,567
17	PIC Rapid Response Program Activities	\$199,755	\$199,755	\$141,657	\$164,535
<b>SUBTOTAL: PIC CENTER OPERATION</b>		<b>\$1,775,948</b>	<b>\$1,775,948</b>	<b>\$1,681,982</b>	<b>\$1,686,623</b>
18	One Stop Affiliate Subcontracts	\$700,000	\$650,000	\$590,000	\$650,000
19	Adult and DW Support Services	\$132,000	\$132,000	\$132,000	\$60,000
<b>SUBTOTAL: OTHER ONE-STOP FUNDS</b>		<b>\$832,000</b>	<b>\$782,000</b>	<b>\$722,000</b>	<b>\$710,000</b>
20	All Center Operations, Lines 13-19	<b>\$2,607,948</b>	<b>\$2,557,948</b>	<b>\$2,403,982</b>	<b>\$2,396,623</b>
<u>Other Contracted Functions</u>					
21	Business and Professional Services	\$50,000	\$25,000	\$15,000	\$0
22	Older Workers/ASSETS Program	\$140,000	\$140,000	\$140,000	\$140,000
23	Contracted subtotal, Lines 1-24	<b>\$5,786,123</b>	<b>\$5,711,123</b>	<b>\$5,529,957</b>	<b>\$5,517,973</b>
<u>Other Programs</u>					
24	Other Programs	\$0	\$0	\$0	\$0
<b>FUNCTIONS RETAINED BY CITY OF OAKLAND DEPARTMENTS AND STAFF</b>					
25	WIB Personnel	\$807,793	\$472,793	\$100,000	\$160,000
26	WIB Operations & Maintenance	\$101,500	\$81,500	\$25,000	\$40,000
27	City Fiscal	\$88,560	\$88,560	\$50,000	\$110,000
<b>SUBTOTAL: CITY LINE ITEMS</b>		<b>\$797,853</b>	<b>\$642,853</b>	<b>\$175,000</b>	<b>\$310,000</b>
07/08 Projected REVENUES pre- rescission			\$5,704,957	\$5,704,957	
07/08 Projected REVENUES post- rescission					\$5,587,147
Projected Expenditures		\$6,583,976	\$6,353,976	\$5,704,957	\$5,827,973
Surplus/Deficit			(\$649,019)	\$0	(\$240,826)
06/07 Carryover Applied					\$240,826
Surplus/Deficit					\$0

## MEMORANDUM OF UNDERSTANDING

**City of Oakland/Oakland Workforce Investment Board  
and  
Oakland Private Industry Council, Inc.**

**ONE STOP CAREER CENTER OPERATOR**

---

**July 1, 2007 through June 30, 2008**

This Memorandum of Understanding ("MOU") is entered into effective the 1st day of July, 2007, by and between the CITY OF OAKLAND, a municipal corporation (the "City"), on behalf of itself and the Oakland Workforce Investment Board (the "WIB"), and the OAKLAND PRIVATE INDUSTRY COUNCIL, INC., a California nonprofit public benefit corporation (the "Oakland PIC"), pursuant to City Council Resolution No. 75904 C.M.S. and Resolution No. 80082 C.M.S.

### RECITALS

- A. The City and the Oakland PIC have reached an understanding of their respective roles, terms and expectations regarding the oversight and administration of the federal Workforce Investment Act of 1998 ("WIA"), codified at 29 USC Sec. 2801, et seq., with its implementing regulations codified at 20 CFR Part 660, et seq., including related job training funding for the Oakland Local Workforce Investment Area.
- B. The intent of this MOU is to create an integrated system of all employment and training funding streams for which the City has fiscal responsibility. The City and the WIB, the policymaking body created for the Oakland Local Workforce Investment Area under Section 117 of WIA, will develop and oversee business service and employment and training strategies to promote economic development and to create full employment for all Oakland residents seeking work and advancement in collaboration with the Oakland PIC.
- C. The Mayor of the City of Oakland, as the chief elected official of the Oakland Local Workforce Investment Area, is designated by WIA as the local Sub-grant recipient of WIA funds and is ultimately responsible for such funds. The Mayor has designated the Office of the City Administrator to act on his behalf on all WIA matters. Section 117(d)(3)(B)(i)(II) of WIA allows the Sub-grant recipient to designate a Sub-grant sub-recipient to serve as a One Stop Career Center Operator. The Oakland PIC operates one of two comprehensive One Stop Career Centers in the City (with the other operated by the Employment Development Department). The purpose of this MOU is to clearly define and delineate the respective functions between the City and the Oakland PIC with regard to its role as a One Stop Career Center Operator.

- E. The organizational relationship between the City and the Oakland PIC outlined in this MOU is applicable through the term of the contract period, which ends June 30, 2008.

NOW, THEREFORE, the City and the Oakland PIC agree as follows:

**1. DESIGNATION OF OAKLAND PIC**

---

Pursuant to Section 117(d)(3)(B)(i)(II) of WIA, the Oakland PIC is hereby designated by the City as a One-Stop Career Center Operator.

**2. RESPONSIBILITIES OF THE OAKLAND PIC**

In furtherance of the purposes of this MOU, the Oakland PIC shall diligently and in good faith, serve as an Oakland WIB Comprehensive One Stop Operator, which includes the following functions, provided funding has been allocated for those services:

- a. Provide Core Services (as defined in WIA).
- b. Provide Intensive Services for Adults and Dislocated Workers (as defined in WIA) at levels determined through the annual WIB budget process.
- c. Coordinate and deliver Rapid Response services (as defined in WIA), in conjunction with the Oakland PIC's role as System Administrator, for businesses and employees impacted by lay-offs.
- d. Register participants.
- e. Administer MIS, including the gathering and processing of program performance and other relevant data and ensuring that all reports are an accurate reflection of Oakland's performance in the State's JTA system.
- f. Market services to employers and job seekers, in accordance with such WIB branding initiatives as may be undertaken.
- g. Provide and coordinate business services among the program partners.
- h. Act as EASTBAY Works regional partnership liaison.
- i. Coordinate job matching for non-registered job seekers. Track outcomes achieved by Universal Services clients.
- j. Promote and support Oakland's Enterprise Zone Tax Credit Program and other tax incentive programs in coordination with Oakland's Enterprise Zone Coordinator and other business partners.
- k. Provide Core and Intensive Services for eligible participants enrolled in Oakland's Project Choice.
- l. Provide program and administrative support to the Mayor's Summer Jobs Program based on available funding, including the management of the City's cash contribution to the program by way of this MOU.
- m. Promote and acknowledge the Oakland Workforce Investment Board as the primary source of support for the services listed above.

## 2. REPORTING AND PERFORMANCE STANDARDS

The Oakland PIC shall gather data and submit program performance reports in accordance with:

- a. The requirements of the Department of Labor and the State of California Employment Development Department and Workforce Investment Board.

---

- b. The reasonable requests of the Oakland WIB and the City. It is understood that the Oakland WIB or the City may change quarterly reporting requirements based upon new program priorities and the need for additional information to make informed policy decisions on the part of the Oakland WIB and the City. It is also understood that should the reporting requirements change substantially, additional funding and reasonable time may be needed to fulfill the new reporting requirements.
- c. The WIB staff and the City's Financial Services and Management Agency, which includes a quarterly financial report due by the end of the month following the close of each quarter, showing actual expenses to actual allocations as approved by the Oakland WIB and the City.

The Oakland PIC shall be held accountable for the performance of the programs and services covered in this MOU as required by the Department of Labor, the State Employment Development Department and State Workforce Investment Board. The state performance standards are articulated in the respective WIA-approved Performance Measures and sub-grant agreements. Once approved by the Oakland WIB and the City, local performance standards will be incorporated into this MOU. If local performance standards are adopted which are substantially different from the state standards and requirements and substantially increase the administrative burden on the Oakland PIC as a result, the provisions of this MOU related to Oakland PIC's responsibilities and funding are subject to renegotiation to account for this added burden. For purposes of this section, adoption of a local performance standard will "substantially increase" the administrative burden on the Oakland PIC if it is reasonably likely that adoption of the standard will increase the Oakland PIC's annual administrative costs relating to implementing those local standards by \$7,500 or more. Failure to meet performance standards as determined by the Oakland WIB and the City may result in MOU modification or termination as defined in Section 9—Termination of this MOU.

The designated Oakland WIB Committees and Youth Council will monitor program performance and report findings and recommendations as appropriate to the WIB Executive Committee, which forwards its recommendations to the full WIB for action.

#### 4. ALLOCATION OF WIA AND RELATED FUNDS

Any and all references to the allocation of funds and programs pertaining to this MOU must be approved by the Oakland WIB, and the City as part of the annual budget authorization and mid-year budget review process.

This MOU is based on the allocation of Workforce Investment Act funds for Fiscal Year 2007-2008 as approved and authorized by the Oakland WIB and the City for the Oakland PIC's role as a One Stop Career Center Operator. ~~The Fiscal Year 2007-2008 approved budget is detailed as Exhibit 1 to this MOU, incorporated herein by reference. It is understood that any modification of the budget which results in a reduction of funding to the Oakland PIC may affect its performance under this MOU.~~

- a. City of Oakland Allocation: The City will retain funds as approved by the WIB and the Mayor, to perform its functions set forth in this MOU, including but not limited to, staffing the WIB, compliance with Employment Development Department and Department of Labor regulations and procedures, research and planning in support of the WIB and workforce development in Oakland, the ASSETS Older Workers Program, special projects, fiscal agency, and fiscal and performance audits.
- b. Oakland PIC Allocation: The Oakland PIC will receive and administer WIA-related funds in accordance with the budgets as approved and authorized by the WIB and the City to provide and coordinate direct services to Oakland's Universal, Intensive Services and Business clients.
- c. Matching Funds and Resources: The Oakland PIC agrees to actively seek new sources of funding to expand and enhance workforce development services for the benefit of the entire One Stop Career Center system. Furthermore, the Oakland PIC agrees to actively pursue the creation of strategic alliances and co-location opportunities to reduce overhead costs and improve efficiencies.

Budget allocations are subject to modifications based upon the WIB's mid-year budget review process and the FY 2007-2008 budget as approved by the WIB and the City.

#### 5. PAYMENT TERMS

In its capacity as a One Stop Operator, the Oakland PIC will be reimbursed for all verifiable expenses for operating and maintaining the One Stop System in accordance with OMB Circular 122 and the detailed line item budget attached to this MOU and future budgets as submitted by the Oakland PIC and approved by the City and the WIB as part of the annual WIB budget.

The Oakland PIC agrees to submit supporting documentation with each Direct Payment Request that clearly indicates the required detail as established by the City's Fiscal Department.

## 6. AUDIT REQUIREMENT

With reasonable notice, the Oakland PIC shall submit to a complete operations audit, as directed by the City. For this purpose the Oakland PIC shall make available its records related to all of its functions under this MOU, at their office during normal business hours throughout the term of this MOU and for three years following the expiration of this MOU. The Oakland PIC will comply with the City's financial and reporting ~~responsibilities applicable to agencies receiving contracts of \$300,000 or more.~~

---

## 7. TERM OF MOU

The basic terms of this MOU shall be in effect from its effective date of July 1, 2007, until June 30, 2008.

## 8. TERMINATION

The City or the Oakland PIC may terminate this MOU for cause upon giving thirty (30) calendar days written notice to the other party. For purposes of this section, "cause" shall mean the substantial failure of the party receiving the notice to meet any of its obligations under this MOU or to abide by the applicable terms and conditions of this MOU, which may include but is not limited to providing information required by this MOU in a timely manner. Unless otherwise terminated as provided in this MOU, this MOU will terminate automatically on June 30, 2008.

## 9. INDEMNIFICATION

The Oakland PIC shall protect, defend (with counsel acceptable to City), indemnify and hold harmless the City, its Council Members, officers, employees and agents from any and all actions, causes of actions, claims, losses, expenses (including reasonable attorneys' fees and costs) or liability (collectively called "Actions") arising out of or resulting in any way from negligent work performed in connection with this MOU by the Oakland PIC, its officers, employees, sub-consultants or agents.

The Oakland PIC acknowledges and agrees that it has an immediate and independent obligation to defend the City, its Council Members, officers, employees and agents from any claim or Action which potentially falls within this indemnification provision, which obligation shall arise at the time such claim is tendered to the Oakland PIC by the City and continues at all times thereafter so long as the claim or action arose from this MOU

All of the Oakland PIC's indemnification obligations arising out of this MOU are intended to apply to the fullest extent permitted by law and shall survive the expiration or early termination of this MOU.

The City shall protect, defend (with counsel acceptable to the Oakland PIC), indemnify and hold harmless the Oakland PIC, its Board members, employees and agents from any



and all actions, causes of actions, claims, losses, expenses (including reasonable attorneys' fees and costs) or liability (collectively called "Actions") arising out of or resulting in any way from negligent work performed in connection with this MOU by the City, its officers, employees, sub-consultants or agents.

The City acknowledges and agrees that it has an immediate and independent obligation to defend the Oakland PIC, its Board members, officers, employees and agents from any claim or Action which potentially falls within this indemnification provision, which ~~obligation shall arise at the time such claim is tendered to the City by the Oakland PIC~~ and continues at all times thereafter so long as the claim or action arose from this MOU. All of the City's indemnification obligations arising out of this MOU are intended to apply to the fullest extent permitted by law and shall survive the expiration or earlier termination of this MOU.

#### **10. EXHIBITS**

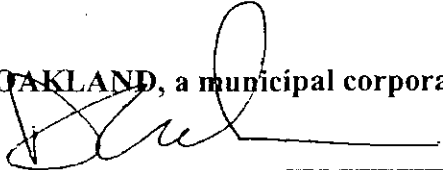
The following exhibits are attached to this MOU and are hereby incorporated herein by reference:

Exhibit 1: Approved 2007-2008 WIB Budget

In witness whereof, the City and the Oakland PIC have entered into this Memorandum of Understanding effective as of the date first above written.


“CITY”

**CITY OF OAKLAND, a municipal corporation**

By:  \_\_\_\_\_

Daniel Lindheim


Acting City Administrator

By:  \_\_\_\_\_

Ray Carlisle

Chair, Oakland Workforce Investment Board

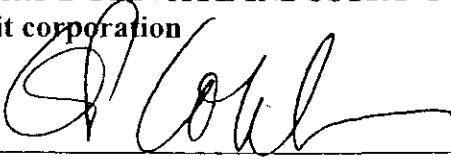
Approved as to form and legality:

By:  \_\_\_\_\_

Deputy City Attorney

“OAKLAND PIC”

**OAKLAND PRIVATE INDUSTRY COUNCIL, INC., a California nonprofit public benefit corporation**

By:  \_\_\_\_\_

Gay Plair Cobb, CEO

Oakland Private Industry Council

EXHIBIT 1

Approved 2007-2008 WIB Budget

(attached)

---

WIB FY 2007-2008

Budget

Draft Version 1

Ref. #		WIB 2006-2007 Adopted	WIB 2007-2008 Operating Budget (1st Quarter)	WIB 2007-2008 Subcommittee Proposed Budget	WIB 2007-2008 Estimated Actual Budget
<b>CONTRACTED SYSTEM ADMINISTRATOR, CENTER OPERATOR AND OTHER FUNCTIONS</b>					
<u>System Administrator</u>					
1	PIC SysAd Personnel	\$561,407	\$561,407	\$561,407	\$538,951
2	PIC SysAd Non-Personnel	\$150,561	\$150,561	\$150,561	\$150,561
3	PIC SysAd Fiscal/Admin Personnel	\$314,218	\$314,218	\$314,218	\$301,649
4	PIC SysAd Fiscal/Admin Non-Personnel	\$57,544	\$57,544	\$57,544	\$57,544
5	PIC Rapid Response Coordination	\$64,245	\$64,245	\$64,245	\$64,245
<b>SUBTOTAL: PIC SYSTEM ADMINISTRATION</b>		<b>\$1,147,975</b>	<b>\$1,147,975</b>	<b>\$1,147,975</b>	<b>\$1,112,950</b>
6	Training, employer-based (e.g., Customized, OJT)	included in item 7	\$70,400	included in item 7	\$70,400
7	Training, client-based (e.g., ITAs)	\$299,200	\$228,800	\$253,800	\$228,800
8	EASTBAY Works	\$96,800	\$96,800	\$125,000	\$125,000
<b>SUBTOTAL: PASS-THRU ADULT FUNDS</b>		<b>\$396,000</b>	<b>\$396,000</b>	<b>\$378,800</b>	<b>\$424,200</b>
9	Youth Subcontracts/Services	\$800,000	\$800,000	\$800,000	\$800,000
10	Youth One Stop Services	\$125,000	\$125,000	\$125,000	\$125,000
11	Youth Wages and Support Services	\$519,200	\$519,200	\$519,200	\$519,200
<b>SUBTOTAL: YOUTH SERVICES</b>		<b>\$1,444,200</b>	<b>\$1,444,200</b>	<b>\$1,444,200</b>	<b>\$1,444,200</b>
12	<b>System Administrator Sub-Total, Lines 1-11</b>	<b>\$2,988,175</b>	<b>\$2,988,175</b>	<b>\$2,970,975</b>	<b>\$2,981,350</b>
<u>One Stop Center Operators</u>					
13	PIC CtrOp Program Personnel	\$974,340	\$974,340	\$938,472	\$925,623
14	PIC CtrOp Program Non-Personnel	\$408,589	\$408,589	\$408,589	\$408,589
15	PIC CtrOp Fiscal/Admin Personnel	\$134,697	\$134,697	\$134,697	\$129,309
16	PIC CtrOp Fiscal/Admin Non-personnel	\$58,567	\$58,567	\$58,567	\$58,567
17	PIC Rapid Response Program Activities	\$199,755	\$199,755	\$141,657	\$164,535
<b>SUBTOTAL: PIC CENTER OPERATION</b>		<b>\$1,775,948</b>	<b>\$1,775,948</b>	<b>\$1,681,982</b>	<b>\$1,686,623</b>
18	One Stop Affiliate Subcontracts	\$700,000	\$650,000	\$590,000	\$650,000
19	Adult and DW Support Services	\$132,000	\$132,000	\$132,000	\$60,000
<b>SUBTOTAL: OTHER ONE-STOP FUNDS</b>		<b>\$832,000</b>	<b>\$782,000</b>	<b>\$722,000</b>	<b>\$710,000</b>
20	<b>All Center Operations, Lines 13-19</b>	<b>\$2,607,948</b>	<b>\$2,557,948</b>	<b>\$2,403,982</b>	<b>\$2,396,623</b>
<u>Other Contracted Functions</u>					
21	Business and Professional Services	\$50,000	\$25,000	\$15,000	\$0
22	Older Workers/ASSETS Program	\$140,000	\$140,000	\$140,000	\$140,000
23	<b>Contracted subtotal, Lines 1-24</b>	<b>\$5,786,123</b>	<b>\$5,711,123</b>	<b>\$5,529,957</b>	<b>\$5,517,973</b>
<u>Other Programs</u>					
24	Other Programs	\$0	\$0	\$0	\$0
<b>FUNCTIONS RETAINED BY CITY OF OAKLAND DEPARTMENTS AND STAFF</b>					
25	WIB Personnel	\$607,793	\$472,793	\$100,000	\$160,000
26	WIB Operations & Maintenance	\$101,500	\$81,500	\$25,000	\$40,000
27	City Fiscal	\$88,560	\$88,560	\$50,000	\$110,000
<b>SUBTOTAL: CITY LINE ITEMS</b>		<b>\$797,853</b>	<b>\$642,853</b>	<b>\$175,000</b>	<b>\$310,000</b>
07/08 Projected REVENUES pre-rescission			\$5,704,957	\$5,704,957	
07/08 Projected REVENUES post-rescission					\$5,587,147
Projected Expenditures		\$6,583,976	\$6,353,976	\$5,704,957	\$5,827,973
Surplus/Deficit			(\$649,019)	\$0	(\$240,826)
06/07 Carryover Applied					\$240,826
Surplus/Deficit					\$0

WORKFORCE INVESTMENT ACT ("WIA")  
Local Workforce Investment Area of Oakland ("LWIA")

Contract #: 06-SP-02  
Funding: Title I Adult  
Modification # 1

AGREEMENT made by and between:

Oakland Private Industry Council, Inc. ("Oakland PIC") as System Administrator for the Oakland Workforce Investment Board ("WIB") 1212 Broadway, Suite 300 Oakland, CA 94612 Contact: Pam Salsedo Phone: (510) 768-4403	English Center for International Women ("ECIW") P.O. Box 9968 Mills College Oakland, CA 94613  Contact: Marcy Jackson Phone: (510) 430-2258
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------

The parties execute this Contract Modification according to the terms specified below:

- Modification Term  
Program Year: 2007 - 2008  
Modification Effective Date: July 1, 2007  
Modified Contract Term: July 1, 2007 through June 30, 2008 for 12-month program services. Additional mandatory 12-month follow-up period may extend performance for follow-up services after program exit.
- Type of Contract  
The State funds available and allocated under the WIA that are hereby obligated by the Oakland PIC, as authorized representative for the Oakland WIB, are to be paid according to applicable regulations and rules governing Cost Reimbursement Contracts.
- Compensation  
Total Compensation: \$50,000.00  
Number of Additional WIA-Enrolled Participants: 16
- Reason for Modification  
To revise the total amount of funding under this Contract, as indicated above, and to provide for the extended performance period through June 30, 2008 as set forth above.

All other terms and conditions will remain the same. This Modification consists of all items and exhibits attached and/or referenced, all of which have been examined and agreed upon, as evidenced by this signing.

OAKLAND PRIVATE INDUSTRY COUNCIL, INC.

By: 

Gay Plair Cobb  
Chief Executive Officer

CONTRACTOR

By: 

Marcy Jackson  
Executive Director

WORKFORCE INVESTMENT ACT ("WIA")  
Local Workforce Investment Area of Oakland ("LWLA")

Contract #: 01-A-02  
Funding: Title I Affiliate  
Modification # 15

AGREEMENT made by and between:

Oakland Private Industry Council, Inc. ("Oakland PIC") as System Administrator for the Oakland Workforce Investment Board ("WIB") 1212 Broadway, Suite 300 Oakland, CA 94612 Contact: Pam Salsedo Phone: (510) 768-4403	English Center for International Women ("ECIW") P.O. Box 9968 Mills College Oakland, CA 94613  Contact: Marcy Jackson Phone: (510) 430-2258
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------


The parties execute this Contract Modification according to the terms specified below:

- Modification Term  
Program Year: 2007  
Modification Effective Date: July 1, 2007  
Modified Contract Term: August 1, 2001 through June 30, 2008 for 12-month program services. Additional mandatory 12-month follow-up period may extend performance for follow-up services after program exit.
- Type of Contract  
The State funds available and allocated under the WIA that are hereby obligated by the Oakland PIC, as authorized representative for the Oakland WIB, are to be paid according to applicable regulations and rules governing Cost Reimbursement Contracts.
- Compensation 2007  
Compensation through June 30, 2008: \$150,000  
Number of Additional WIA-Enrolled Participants through June 30, 2008: 24  
Number of Additional Universal (i.e., One-Stop Core-A) Participants During Program Year 2007: 200  
Supportive services and training for WIA-enrolled participants will be provided on a first-come first-served basis until funds reserved for these activities in the WIB-approved budget are exhausted.
- Reason for Modification  
To revise the total amount of funding under this Contract, as indicated above, and to provide for the extended performance period through June 30, 2008, as set forth above.

All other terms and conditions will remain the same. This Modification consists of all items and exhibits attached and/or referenced, all of which have been examined and agreed upon, as evidenced by this signing.

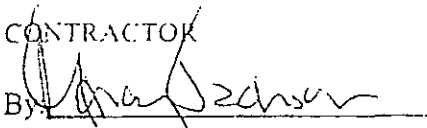
OAKLAND PRIVATE INDUSTRY COUNCIL, INC.

By:

  
Gay Plair Cobb  
Chief Executive Officer

CONTRACTOR

By:

  
Marcy Jackson  
Executive Director



OAKLAND PRIVATE INDUSTRY COUNCIL, INC.

## FINAL REPORT

January 31, 2007

Marcy Jackson, Executive Director  
English Center for International Women  
P.O. Box 9968 Mills College  
Oakland, CA 94613

**Subject: Title I Adult (Affiliate) Compliance Monitoring**

Dear Ms. Jackson:

This Final Report summarizes the Compliance Monitoring Reviews of English Center International Women (ECIW) for Program Year (PY) 2007-2008 and concludes monitoring activities in regard to your agency.

The Reviews were conducted under the authority of Section 627.475(e)(1) of Title 20 of the Code of Federal Regulations (20CFR).

Based upon both monitoring review and review of relevant documents including participant files, it is our observation that English Center International Women appears to be in full compliance with the provisions of its PIC Contract and with WIA laws and regulations.

Because the methodology for our monitoring reviews included random sampling, this report is not a comprehensive assessment of all of the areas included in our reviews. It is your responsibility to ensure that your systems, programs and related activities comply with the WIA, related regulations and applicable State Directives; therefore, any deficiencies identified in subsequent reviews, such as an audit, would remain English Center International Women's responsibility.

We wish to extend our appreciation to your assistance and cooperation. If you have any questions regarding this Final Report, which were conducted, please contact me at (510) 768-4419 or Maria Andrade at (510) 768-4417. Thank you for your attention and cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Melissa Ha' followed by a flourish and 'Andrade'.

Melissa Ha/Maria Andrade  
OPIC Program Monitor

1212 Broadway, Suite 300, Oakland, CA 94612 • (510) 891-9393 • (510) 839-3766 Fax  
Oakland Career Center • EASTBAY Works Fax (510) 891-9968



A Member of the EASTBAY Works career center system

The English Center is an independent, non-profit 501(c)3 organization centrally located in Oakland's Jack London Square. It has a 20+ year history of providing VESL instruction and employment services to refugees, immigrants, and asylees in the greater Bay Area. The Center maintains national accreditation through the Accrediting Council for Continuing Education and Training (ACCET). It also administers US Department of Education Title IV Federal Financial Aid (PELL grants). Its staff of 11 FTE and 14 part-time faculty are fluent in over eight different languages. Funded by the Oakland Private Industry Council, the English Center is an East Bay Works One-Stop affiliate site and provides career counseling, case management, and job placement assistance. In 2007-2008, the One Stop provided services to more than 200 clients

Career Advancement Program applicants are carefully assessed for both their entering language proficiency and their technology skill level as well as their level of motivation to take on a full-time schedule of classes. Once a student commits to this rigorous schedule, the English Center fully supports the student's efforts with academic counseling and tutorial help to supplement classroom instruction, as necessary.

The 7-level intensive English language curriculum offers classes in grammar, reading/writing, speaking/listening, vocabulary development, and idioms and pronunciation. The 5-level career readiness curriculum begins with workplace vocabulary and employer expectations, continues with resume crafting and interviewing skills, and then covers job fairs, internships and on-the-job training opportunities. The 7-level computer education curriculum starts with keyboarding, then teaches all Microsoft Office applications, including database creation and data manipulation and ends with an introduction to desktop publishing and website creation. Unlike some standard computer education programs, our technology classes teach language first, focusing on the key terms used in computer applications.

The instructors for this integrated curriculum are highly experienced and most have M.A. degrees in English, with a specialization in Teaching English as a Second Language, and other specializations as appropriate.



Services Center. These services include case management, vocational counseling, internship and job placement followed by retention services.

In addition to private foundation and Department of Education support, the Career Advancement Program has been funded continuously by the Department of Labor, most recently WIA funding. Since 1992, the Oakland Private Industry Council has subcontracted with the English Center to provide the services of the Career Advancement Program to Oakland's Limited English Proficient immigrant job seekers. Since 2001, the Oakland WIB, through the Oakland Private Industry Council, has funded the English Center One-Stop Career and Business Services Center.

With this support the English Center has been able to expand its training and employment services for a number of Limited English Proficient immigrants and refugees. The chart below shows job placement performance over the years for all enrolled students.

Enrollment in Training at the English Center:

Year	Total individuals enrolled in ECIW training	No. of low-income immigrants included	% of low income immigrants included
00-01	147	88	60%
01-02	168	129	77%
02-03	217	201	93%
03-04	226	206	91%
04-05	249	234	94%
05-06	235	217	92%
06-07	238	214	90%
07-08	231	215	93%

Job Placement Rates of Graduates:

enrolling 200 universal clients by enrolling 220 new One Stop members. The English Center also provided services to over 100 existing universal clients who were enrolled by other partner One Stops such as Lao Family, Hayward One Stop, Concord One Stop, Unity Council, Downtown Oakland and Oakland East One Stops. These numbers were not reflected in this report as well and as such did not accurately depict the services that our One Stop provides.

WIA funding has been critical in offering services to those highly educated men and women who can not receive federal government funding for their education programs. These participants, most of whom were professionals in their native countries, can not continue their careers here due to a lack of English language skills. We have demonstrated success in providing recent refugees and immigrants with the language skills necessary to re-enter the workforce.

Without a doubt, the main reason most men and women enroll at the English Center is to learn English. Many students have low-level jobs when they first come to the English Center. Because of this, we are unable to record these students as placed even if they obtain a new and higher paying job after they graduate. Our curriculum focuses on providing English language services to our students so that they can improve their employment status. The English Center uses the One Stop Center as its primary resource to assist students in their career preparation.

The average salary of students coming into our program in 2004 was around \$9.25. The average salary of students who graduate from our program now is around \$13.58. This increase is due in part to a new strategy that the English Center is using around education. We have found that while students' English skills improve while they are enrolled in our program, students are still lacking those vocational skills necessary for re-entering the market upon graduation. In the last year approximately 20% of graduating students have taken community colleges courses while working. As a result many of our students were able overcome the language barrier and enroll in educational programs that promise opportunities to work in jobs that were once unavailable to them. We have

The academic calendar consists of six 8-week sessions providing the opportunity to start classes six times each year. Open enrollment is possible during the first four weeks of each 8-week session, allowing for enrollment during much of the year. Students are evaluated for progress and the chance to advance from a lower level to a higher level at the end of each session. *Rather than spending years in large classes in an adult school or in a community college to reach a certain level of competency, the CAP student can advance as quickly as his/her abilities allow.* After completing the highest level of classes, the CAP graduate is ready to succeed in an English-speaking work environment.

Traditional ESL classes in community colleges typically have large enrollments and a strictly academic focus. Classes offered in adult schools do not offer an integrated program of language instruction, career readiness, and computer applications classes; sometimes they employ less well-trained instructors; and they often involve less demanding class content.

The English Center occupies a critical niche in providing focused language training that supports academic advancement *as well as* vocational and professional training. The English Center's *beginning and intermediate classes* can be a bridge to basic vocational training needed for occupations such as baker, security officer, pharmacist assistant, certified nursing assistants and other entry level positions. The English Center's *advanced and university preparation classes* enroll students who enter the program with higher-level language skills and/or who may be more highly educated.

The Career Advancement Program (CAP) was recently recognized as a model program for intensive VESL programs by Grantmakers Concerned with Immigrants and Refugees and was profiled in their report *Supporting English Language Acquisition: Opportunities for Foundations to Strengthen the Social and Economic Well-being of Immigrant Families.*

Complementing the intensive Career Advancement training program are the services of the English Center One-Stop, an affiliate of the Oakland One-Stop Career and Business

Enrollment Period	2001	2002	2003	2004	2005	2006	2007	2008
8 weeks	83%	83%	71%	82%	83%	N/A	N/A	N/A
16 weeks	75%	69%	100%	80%	86%	100%	94%	83%
24 weeks	100%	95%	100%	91%	73%	N/A	N/A	N/A
32 weeks	82%	71%	84%	84%	93%	72%	92%	72%
Average	85%	80%	89%	84%	84%	86%	93%	78%

Note: Above chart reflects all English Center students and is not WIA enrolled specific. These numbers reflect those that complete program and are placed within 90 days. Placed after 90 days or enrolled in higher education are not included.

For the 2007-2008 fiscal year, the final OPIC report documents a 90% placement rate for WIA enrolled adults (18 of 20 exits placed) and an 80% placement rate for dislocated workers. Both of these placement rates exceed state goals of 73% and 79% respectively.

In reviewing only above placement ratings, we realize that these numbers do not accurately reflect the One Stop services offered at The English Center. The basic tenets of the English Center's mission is to assist international women and men in the total participation of the social, political, and economic opportunities of the 21<sup>st</sup> century world through English language training. Further, the English Center seeks to foster cross-communication and career advancement, enabling these men and women the opportunity to achieve their fullest potential in both their careers and communities. In this way, it is important to note that the English Center does not provide services to only WIA clients. The English Center is responsible for providing placement services to all its clients, in particular, universal clients whose numbers are not reflected in the WIA Quarterly Report. At the end of the fiscal year, the English Center met its goal of

several students who have reported how combining the English language learning with the career preparation courses has contributed to their career success.

Some recent examples of successful outcomes include the following: a woman from Mexico who studied at the English Center, found employment at Lao Family Community Development, and then returned to the English Center for more training before being promoted to accounting assistant at Lao Family Community Development; a man from Jordan who studied for 16 weeks while he worked a low-level stocker position before starting his new position as a teacher; and a woman from China who was a teacher and accepted a position in a daycare center as she prepares for her teaching credential here. We are particularly pleased when our graduates consider employment fields that, in addition to offering higher than average income, have a strong positive community-wide impact

In reviewing the English Center's placement numbers, it is our hope that the WIB would take into consideration the English Center's mission and provision of services to a population outside that of enrolled WIA clients. The career opportunities our students receive at the English Center could not happen without the resources the One Stop provides. For these reasons, we believe the Quarter Report does not accurately reflect the impact of the One Stop upon the English Center, the success of its ongoing placement outcomes, and the contributions to the larger Oakland community.

FS 4218



OAKLAND PRIVATE INDUSTRY COUNCIL, INC.

February 14, 2008

Marsha Murrington  
Unity Council  
1900 Fruitvale Ave., Suite 2A  
Oakland, CA 94601

Dear Ms. Murrington,

Enclosed please find your signed and fully executed copy of **Modification #2 of the Title I Affiliate Contract** made between Oakland PIC and Unity Council. If you have any further questions concerning this matter, please do not hesitate to contact Pamela Salsedo, System Services Manager, at (510) 763-4403. Thank you.

Sincerely,

Daniel Riordan  
Contract/Procurement Specialist



WORKFORCE INVESTMENT ACT ("WIA")  
Local Workforce Investment Area ("LWIA") of Oakland

Contract #: 05-A-01  
Funding Title I: Affiliate  
Modification # 02

AGREEMENT made by and between:

<p>Oakland Private Industry Council, Inc. ("Oakland PIC") as System Administrator for the Oakland Workforce Investment Board ("WIB") 1212 Broadway, Suite 300 Oakland, CA 94612 Contact: Pam Salsedo Phone: (510) 768-4403</p>	<p>Unity Council ("The Unity Council") 1900 Fruitvale Ave., Suite 2A Oakland, CA 94601  Contact: Marsha Murrington Phone: (510) 535-6900</p>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------

The parties execute this Contract Modification according to the terms specified below:

1. Modification Term

Program Year: 2007  
Modification Effective Date: July 1, 2007  
Modified Contract Term: July 1, 2005 through June 30, 2008 for 12-month program services. Additional mandatory 12-month follow-up period may extend performance for follow-up services after program exit.

2. Type of Contract

The State funds available and allocated under the WIA that are hereby obligated by the Oakland PIC, as authorized representative for the Oakland WIB, are to be paid according to applicable regulations and rules governing Cost Reimbursement Contracts.

3. Compensation 2007

Compensation through June 30, 2008. Note: this amount is subject to change pending final budget allocations by the Oakland WIB. \$300,000  
Number of Additional WIA-Enrolled Participants through June 30, 2008: 48  
Number of Additional Universal (i.e., One-Stop Core-A) Participants through June 30, 2008: 750

Supportive services and training for WIA-enrolled participants will be provided on a first-come first-served basis until funds reserved for these activities in the WIB-approved budget are exhausted.

4. Reason for Modification

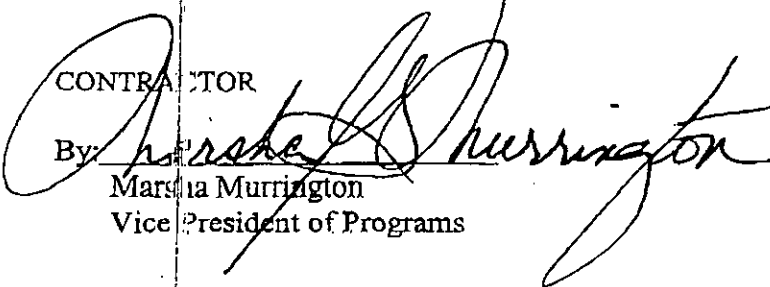
To revise the total amount of funding under this Contract, as indicated above, and to provide for the extended performance period through June 30, 2008, as set forth above.

All other terms and conditions will remain the same. This Modification consists of all items and exhibits attached and/or referenced, all of which have been examined and agreed upon, as evidenced by this signing.

OAKLAND PRIVATE INDUSTRY COUNCIL, INC.

By:   
Gay Plair Cobb  
Chief Executive Officer

CONTRACTOR

By:   
Marsha Murrington  
Vice President of Programs

3-7-07

WORKFORCE INVESTMENT ACT ("WIA")  
Local Workforce Investment Area of Oakland ("LWIA")  
Modification # 01

Contract #:05-A-01  
Funding: Title I Adult (Affiliate)

AGREEMENT made by and between:

<p>Oakland Private Industry Council, Inc. ("Oakland PIC") as System Administrator for the Oakland Workforce Investment Board ("WIB") 1212 Broadway, Suite 300 Oakland, CA 94612 Contact: Cynthia Renta Phone: (510) 768-4427</p>	<p>Spanish Speaking Unity Council ("The Unity Council") 1900 Fruitvale Ave., Suite 2A Oakland, CA 94601  Contact: Marsha Murrington Phone: 510-535-6900</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

The parties execute this Contract Modification according to the terms specified below:

1. Term  
 Program Year: 2006  
 Effective Date: July 1, 2006  
 Contract Term: August 1, 2006 through June 30, 2007 for 12-month program services. Additional mandatory 12-month follow-up period may extend performance for follow-up services after program exit.
2. Type of Contract  
 The State funds available and allocated under the WIA that are hereby obligated by the Oakland PIC, as authorized representative for the Oakland WIB, are to be paid according to applicable regulations and rules governing Cost Reimbursement Contracts.
3. Compensation 2006/2007  
 Additional Compensation for Program Year 2006: \$ 300,000.00  
  
 Number of Additional WIA-Enrolled Participants during Program Year 2006: 48  
 Number of Additional Universal (i.e., One-Stop Core-A) Participants during Program Year 2006: 750  
  
 Supportive services and training for WIA-enrolled participants will be provided on a first-come first-served basis until funds reserved for these activities in the WIB-approved budget are exhausted.
4. Reason for Contract  
 The total amount of funding under this Contract is provided for performance period through June 30, 2007, as set forth above.

All other terms and conditions will remain the same. This Modification consists of all items and exhibits attached and/or referenced, all of which have been examined and agreed upon, as evidenced by this signing.



WORKFORCE INVESTMENT ACT ("WIA")  
Local Workforce Investment Area of Oakland ("LWIA")  
Modification # 01

Contract #:05-A-01  
Funding: Title I Adult (Affiliate)

AGREEMENT made by and between:

<p>Oakland Private Industry Council, Inc. ("Oakland PIC") as System Administrator for the Oakland Workforce Investment Board ("WIB") 1212 Broadway, Suite 300 Oakland, CA 94612 Contact: Cynthia Renta Phone: (510) 768-4427</p>	<p>Spanish Speaking Unity Council ("The Unity Council") 1900 Fruitvale Ave., Suite 2A Oakland CA 94601  Contact: Marsha Murrington Phone: 510-535-6900</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

The parties execute this Contract Modification according to the terms specified below:

1. Modification Term

Program Year: 2006  
Modification Effective Date: July 1, 2006  
Modified Contract Term: August 1, 2001 through June 30, 2007 for 12-month program services. Additional mandatory 12-month follow-up period may extend performance for follow-up services after program exit.

2. Type of Contract

The State funds available and allocated under the WIA that are hereby obligated by the Oakland PIC, as authorized representative for the Oakland WIB, are to be paid according to applicable regulations and rules governing Cost Reimbursement Contracts.

3. Compensation 2006/2007

Total Compensation through 04-05	\$ 300,000.00
Additional Compensation for Program Year 2006:	\$ 300,000.00
Total Compensation (entire term)	\$ 600,000.00

Number of Additional WIA-Enrolled Participants during Program Year 2006:	48
Number of Additional Universal (i.e., One-Stop Core-...) Participants during Program Year 2006:	750

Supportive services and training for WIA-enrolled participants will be provided on a first-come first-served basis until funds reserved for these activities in the WIB-approved budget are exhausted.

4. Reason for Modification

The total amount of funding under this Contract has increased, as indicated above, to provide for the extended performance period through June 30, 2007, as set forth above.

All other terms and conditions will remain the same. This Modification consists of all items and exhibits attached and/or referenced, all of which have been examined and agreed upon, as evidenced by this signing.

OAKLAND PRIVATE INDUSTRY COUNCIL, INC.

CONTRACTOR

By: 

Gay Plair Cobb  
Chief Executive Officer

By: 

VICE PRESIDENT OF PROGRAMS

*CP*

The purpose of this Contract is to set forth the responsibilities of the The Spanish Speaking Unity Council to provide One-Stop Career Center core and intensive services to universal and eligible WIA customers of the Oakland Workforce Investment Area One-Stop Career Center System. These services are contracted by the Oakland Private Industry Council, Inc. ("Oakland PIC"), as the System Administrator for the Oakland Workforce Investment Board ("WIB"), and pursuant to the Workforce Investment Act ("WIA").

## 1.0 GENERAL TERMS AND CONDITIONS

The Contractor, for and in consideration of all covenants, conditions and stipulations contained in this Contract, agrees to the following:

### 1.1 CONTROLLING AUTHORITY

Contractor will abide by all Contract terms, conditions, the Oakland PIC's/Oakland WIB's policies and procedures, attachments to the Contract and all applicable documents incorporated by reference. Contractor will abide by each and every provision of the WIA, its regulations, and all State of California WIA Directives, incorporated by reference. Unless otherwise inapplicable, the Workforce Investment Act (Public Law 105-220 at 29 USC 2801 et seq.), its regulations (20 CFR Part 652 et al.) and 29 CFR Parts 0 to 99, relevant OMB Circulars, and directives of the State of California's (at <http://www.edd.ca.gov/wiarep/wiadir.htm>) shall be the controlling authorities with regard to all matters arising under this Contract.

### 1.2 PARTIES TO THE AGREEMENT

Neither the federal government represented by the U.S. Department of Labor, nor the State of California is a party to this Contract, and no legal liability on the part of any of them is implied under the terms of this Contract. Any liabilities or disputes as may arise under this Contract are between the parties to it identified on the Agreement Summary and Signature Page.

### 1.3 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless, the Oakland PIC/ Oakland WIB and the City of Oakland, and their officers, agents and employees, from any and all liabilities and claims of any nature or damages of any character whatsoever, including death, sickness or injury to persons or property from any cause whatsoever arising from or connected with the operations or services of the Contractor, resulting from the conduct, negligent or otherwise in whole or in part, of the Contractor, its agents, representatives, or employees to the extent permitted by law.

1.4 The Contractor, and the agents and employees of the Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the Oakland PIC/Oakland WIB, or the City of Oakland.

## 1.5 ACCESS

Contractor must provide access to the Oakland PIC, Oakland WIB, the City of Oakland, the State of California and the U.S. Department of Labor, and their authorized representatives, to financial records, supporting documents, statistical records, and all other records pertinent to this Contract for the purpose of making audits, exams, excerpts and transcription, at all times that the grant is in force and for a period of four (4) years thereafter, as required by OMB Circulars and WIAD03-07 related to this Contract, and/or pursuant to the use of WIA funds. Such records must be retained for that same period or until notified by the Oakland PIC/Oakland WIB/City of Oakland that there is no further need for retention.

## 1.6 GRIEVANCE

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

## 1.7 CONSIDERATION FOR PAYMENT

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

## 1.8 CITY OF OAKLAND LIVING WAGE ORDINANCE

Pursuant to the "Rules and Regulations for Implementation of the Living Wage Ordinance for the City of Oakland and the Redevelopment Agency of the City of Oakland": This Contract is subject to the Living Wage Ordinance of the Oakland Municipal Code and its implementing regulations if it is for an amount of \$25,000 or more, or if it is amended to increase the Contract amount by \$25,000 in any twelve-month period thereafter. The Ordinance requires, among other things, submission of the Declaration of Compliance attached and incorporated herein as Attachment B and made part of this Contract. **Note: Attachment B should be completed and returned to the Oakland PIC no later than one week after signing this Contract.** In addition, unless specific exemptions apply or a waiver is granted, the Subcontractor shall provide the following to its employees who perform services under or related to this Contract:

- a. Minimum Compensation – Said employees shall be paid an initial hourly wage rate of \$10.07 with health benefits or \$11.39 without health benefits. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the

increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor.

- b. Health Benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.25 per hour. Subcontractor shall provide proof that health benefits are in effect for those employees no later than thirty- (30) days after execution of the Contract or receipt of City financial assistance.
- c. Compensated Days Off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- d. Federal Earned Income Credit (EIC) – Subcontractor shall inform said employees who earn less than \$12.00 per hour that he or she may be eligible for EIC and shall provide forms to apply for advance EIC payments to eligible employees.
- e. Subcontractor shall provide to all employees and to the Office of Contract Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include information set forth in Sections (a) through (d) above.
- f. Subcontractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within thirty- (30) days of employment under this Contract.
- g. Reporting – Subcontractor shall maintain a listing of the name, address, date of hire, occupation classification, rate of pay and benefits paid for each of its employees and submit a copy of the list to City of Oakland's Contract Compliance by March 31, June 30, September 30, and December 31 of each year during the applicable compliance period. Failure to provide this list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. **Any fine imposed must be paid from non-WIA funds.** Covered Subcontractors, and City Financial Assistant Recipients (CFARs) shall maintain payrolls for all employees and basic records relating thereto and shall preserve them for a period of at least four (4) years after expiration of the compliance period.

- h. Contractor shall require Subcontractors that provide services under or related to this Contract to comply with the above Living Wage provisions. Subcontractor shall include the same or similar provisions as those set forth in Sections (a) through (g) above in its subcontracts. Copies of said subcontracts shall be submitted to the City of Oakland's Office of Contract Compliance.

Furthermore, Subcontractor shall include the above requirements in its subcontracts for services related to this Contract.

## 2.0 INSURANCE COVERAGE

Contractor agrees, during the term of this Contract (including any extensions), to keep in effect its self-insured or other insurance policies as required by law; and provide coverage, as applicable, that may be required by the performance of the Contract including the following minimum requirements:

- 2.1 Workers' Compensation in accordance with the provisions of Section 3700 of the State of California Labor Code; or, if Workers' Compensation is not applicable, Medical and Accident insurance in the amount of one million dollars (\$1,000,000), for injury or disease resulting from an individual's participation in any activity;
- 2.2 General Liability Coverage in the amount of one million dollars (\$1,000,000) including but not limited to, accident coverage on an "occurrence" basis and coverage of both personal injury and bodily injury. Such coverage will provide that no other insurance in which the Oakland PIC or Oakland WIB/City of Oakland is a covered party will be called upon to contribute to a loss. Contractor shall name the Oakland PIC, Oakland WIB/City of Oakland, their officers, employees and agents as additional insured under the policy.
- 2.3 If Contractor uses vehicles in the performance of this contract, Contractor will provide evidence of Auto Liability Coverage in the amount of one million dollars (\$1,000,000).

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

## 3.0 FUND AVAILABILITY

All funding under this Contract is contingent upon the availability of federal and state funds, and continued federal, state and local authorization to expend them. This Contract is subject to modification or termination due to actions taken by the federal, state, local governments, or the City of Oakland or Oakland WIB that result in a frustration of the Contract purpose. Further, any unearned payments under this Contract may be, at the Oakland PIC's/Oakland WIB's sole discretion, suspended or terminated in the event of the Contractor's refusal to

accept any added conditions imposed by the State of California/U.S. Department of Labor and/or the Oakland PIC/Oakland WIB/City of Oakland at any time.

#### 4.0 MODIFICATION AND TERMINATION FOR CAUSE OR CONVENIENCE

- 4.1 This Contract may be modified or terminated prior to its completion date by agreement of both parties as indicated by a mutually signed modification or termination document.

Additionally, the Oakland PIC may unilaterally and immediately modify or terminate this Contract for cause or convenience, in accordance with 29CFR 95.48, 48CFR 52.240 and 48CFR 49.503.

- 4.2 In addition, the Oakland PIC may be relieved of payment if: performance falls significantly under plan, or if, in the Oakland PIC's sole opinion, Contractor mismanages any fiscal and/or programmatic terms and conditions contained in the Contract. The Oakland PIC may also recapture any unearned funds upon termination.

- 4.3 Such modification or termination shall be effective upon certified mailing of notice to Contractor, including the effective termination date, the reason for termination, and procedures to be used for concluding all activities relating to the Contract. The Oakland PIC shall not be liable for any new obligations incurred by Contractor after the notice of termination has been received.

Notices to the Contractor will be addressed to:

Marsha Murrington  
Vice President of Programs  
Spanish Speaking Unity Council ("The Unity Council")  
1900 Fruitvale Avenue, Suite 2 A  
Oakland, CA 94601

Notices to the Oakland Private Industry Council, Inc. will be addressed to:

Cynthia Renta  
Procurement and Contracts Director  
Oakland Private Industry Council, Inc.  
1212 Broadway, Suite 300  
Oakland, CA 94612

#### 5.0 ASSIGNMENT

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

## 6.0 REPORTING FRAUD, WASTE, ABUSE AND CRIMINAL ACTIVITY

- 6.1 Contractor must not engage in and must advise the Oakland PIC directly and immediately of any apparent improper or fraudulent use of WIA funds that comes to Contractor's attention, or of any apparent supplying of misinformation to the Oakland WIB, the Oakland PIC or its representatives. WIA regulations, Title 20 CFR Section 667.505 and 667.630, require that information and complaints involving criminal fraud, waste, abuse or other criminal activity must be reported immediately through the Department of Labor's Incident Reporting System to Office of the Inspector General (OIG), with a copy simultaneously provided to the Employment and Training Administration.
- 6.2 WIAD02-3, incorporated by reference and made a part of this Contract, delineates the State-imposed requirements of WIAD02-3 to report all instances of fraud, waste and abuse, and criminal activity to OIG and the Compliance Review Division (CRD) within **one working day** of the detection of the incident.
- 6.3 Further, Contractor shall, in addition to the above reporting, also submit a copy of such report to the Oakland PIC at the same time.

## 7.0 ASSURANCES AND CERTIFICATIONS

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

### Safeguard Against Fraud & Abuse/Statement of Non-Discrimination

- 7.1 Contractor will administer its programs under the WIA in full compliance with safeguards against fraud and abuse as set forth in federal and state regulations, directives and policies.
- 7.2 No portion of Contractor's WIA program will in any way discriminate against, deny benefits to, deny employment to or exclude from participation any persons on the grounds of race, color, sex; sexual orientation, age, handicap, or political/religious affiliation or beliefs; and it will provide services to those most in need of them and most able to benefit from them, including but not limited to, low income persons, disabled individuals, persons facing barriers to employment commonly experienced by older workers, and persons of limited English-speaking ability.
- 7.3 Program activities will be available to all eligible individuals regardless of religious affiliation or non-affiliation. WIA participants shall in no way perform or assist in the performance of activities that are sectarian in nature.
- 7.4 Participation in programs and activities financially assisted in whole or in part under the WIA shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens and refugees, parolees, and other individuals authorized by the Attorney General to work in the United States.



- 7.5 No individual will be intimidated, threatened, or coerced, or discriminated against because of filing a complaint, furnishing information, or assisting or participating in any manner in an investigation, compliance review, hearing or any other activity related to the administration of the WIA.
- 7.6 Contractor has and adheres to established personnel policies with respect to hiring practices, promotion, demotion, leave and holiday practices, termination criteria and disciplinary practice, which reflect the City of Oakland/Oakland WIB and the Oakland PIC policies with regard to equal opportunity employment.

#### Administrative Regulations

- 7.7 As applicable, Contractor will comply with applicable administrative provisions of the Department of Labor Federal Regulation (29 CFR part 95 or 29 CFR part 97), and the Office of Management and Budget (OMB) Circulars A-87, A-133 and A-122, as well as applicable state regulations.
- 7.8 Contractor recognizes that all powers not explicitly vested in the Contractor by this Contract remain with the Oakland PIC.

#### Confidentiality of Client Files

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

#### Compliance with Equal Opportunity and Nondiscrimination State and Federal WIA Laws & Regulations

- 7.10 Contractor shall comply with all provisions of state and federal equal opportunity and nondiscrimination laws including, but not limited to:
- The Workforce Investment Act, Title 188
  - Title VI of the Civil Rights Act of 1964, as amended
  - Title VII of the Civil Rights Act of 1964, as amended
  - The Age Discrimination Act of 1975, as amended
  - Sections 503 and 504 of the Rehabilitation Act of 1973, as amended
  - Title IX of the Education Amendments of 1972, as amended
  - Title 29 CFR, Part 37
  - Title 29 CFR, Part 32, Nondiscrimination on the Basis of Handicap in programs and activities receiving or benefiting from Federal Financial Assistance
  - The Americans with Disabilities Act of 1990, as amended
  - Equal Employment Opportunity - Executive Order 11246, as amended by Executive Order 11375, and as supplemented by regulations at 41 CFR Part 60
  - All promulgating rules and regulations associated with these laws and orders.

With regard to people with disabilities, Contractor will provide disabled participants

with as broad an assortment of services as possible including but not limited to: physical access to Subcontractor's facilities; linkage with agencies serving the disabled; and materials adaptable for use with the disabled.

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

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

7.11 Contractor certifies that Contractor:

- a. Will comply with the Workforce Investment Act (WIA) and all of its promulgating regulations and rules.
- b. Will comply with the Drug Free Workplace Act of 1988.
- c. Is in compliance with all applicable federal, state, and local laws governing work place health and safety conditions, payment of wages, collective bargaining, labor relations, and any other regulations affecting personnel who are mandated by law or legal agreement.
- d. Will comply with all applicable standards, orders or regulations pursuant to the Clean Air Act and Federal Water Pollution Control Act, as amended.
- e. Will comply with all applicable federal, state, and local laws pertaining to copyrights as described in Section 19 of the WIA Subgrant Agreement (Attachment C).

7.12 The Oakland PIC, the Oakland WIB, the City of Oakland, the State of California, and the United States Government shall have unlimited rights and access to any and all data and data systems collected and maintained under this Contract.

#### Conflict of Interest

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

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

7.14 Contracting Agency certifies that:

- a. Neither Contractor nor Contractor's principals or employees are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

- b. Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this Contract;
- c. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the DOL may pursue available remedies, including suspension and/or debarment;
- d. The prospective recipient of federal assistance funds shall provide immediate written notice to the Oakland PIC if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
- e. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person" and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing E.O. 1254549; and
- f. The prospective recipient of federal assistance funds agrees that should the proposed covered transition be entered into, it shall not knowingly enter into any lower tier covered transition with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation.

#### State and Federal Lobbying Laws and Regulations

- 7.15 Contractor will comply as applicable with all provisions of state and federal lobbying laws and regulations pursuant to Section 1352, Title 31 of the U.S. Code, and 34 CFR Part 82. Contractor certifies that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that

all subrecipients shall certify and disclose accordingly.

### Reporting Requirements

#### 7.16 Contractor will:

- a. Cooperate with any requests for reporting and is aware that the Oakland WIB may require the Oakland PIC to provide additional or different reporting requirements. Contractor agrees to assist in modification of reporting templates if it is needed.
- b. Comply with the City of Oakland's Job Training Performance Standards (JTSPS) reporting requirements and will submit to the Oakland PIC any and all information as is, or may be, necessary for the Oakland PIC to complete the JTSPS template and the Job Training Automated (JTA) system template, which together include all forms to document client progress (i.e., placement, exit, follow-up, etc.).
- c. Submit all JTSPS-related information such as enrollment, placement, and follow-up forms necessary to document client activity in the program to the Oakland PIC (or directly to the City of Oakland if so mandated) **no later than Friday of the second week of every month**.
- d. Comply with all Directives regarding "Soft Exits" under WIA and will cooperate fully with Oakland PIC with regards to this issue as well as all reporting and performance-related issues (WIA Bulletin #WJAB03-87).

Contractor understands and agrees that the Oakland PIC will withhold any and all payments that would otherwise be due Contractor if Contractor fails to provide any of the required reporting information to the Oakland PIC or the Oakland WIB/City of Oakland in accordance with the reporting requirements in a timely manner or pursuant to the required reporting schedule for JTSPS reporting should such reporting be necessary. Substantial or consistent failure to meet these reporting requirements may result in a fine of \$200 and/or termination of the Contract. Any fines imposed must be paid from non-WIA funds.

### 8.0 STATEMENT OF WORK PROVISIONS

- 8.1 The terms and definitions cited in the WIA and its regulations are expressly applicable to the work to be performed under this Contract.
- 8.2 Activities conducted by Contractor under this Contract shall include those services listed in the Statement of Work and result in attained performance levels as set forth in the Statement of Work (Attachment A).
- 8.3 Contractor shall accept into its program those participants who are most in need and most able to benefit from services offered. Contractor must, for each participant, perform an objective assessment, create an Individual Employment Plan (IEP), provide

preparation for employment or post-secondary educational opportunities, and continue to evaluate each participant's progress towards attaining the career objective identified in the IEP. Contractor will also provide retention services for participants in accordance with the WIA/Oakland PIC policies for up to one year after program exit. Progress records and records related to activities for each participant must be maintained according to procedures, standards and forms acceptable to the Oakland PIC.

- 8.4 Contractor must maintain all records and follow all procedures, as necessary, and in accordance with those set forth by the Oakland PIC in order to:
- a. Ensure appropriate and adequate documenting of any payments made or distributed to participants. In accordance with Oakland PIC policy, it is expressly understood that at no time shall Contractor provide participants with direct cash disbursements (including but not limited to cash for bus or BART tickets), unless expressly authorized to do so.
  - b. Ensure proper submission of invoices in a timely manner to allow the Oakland PIC/City of Oakland to report to the State as required.
  - c. Ensure that all expenditures on clients' behalf are properly tracked and specifically cross-referenced in client's file as reflected in the case notes for services provided.
- 8.5 Contractor must monitor contract performance in the manner stated in the Statement of Work, and if requested, will submit to the Oakland PIC a narrative report detailing program progress, any operating difficulties and if applicable, proposed corrective action.
- Contract will be monitored by Oakland PIC and may be part of monitoring conducted by the City of Oakland, Oakland WIB, the State or the Department of Labor in accordance with policies of those entities.**
- 8.6 Contractor's overall performance will be measured by the following indicators as set forth in Section 666.100 of the WIA regulation:
- Entered Employment Rate
  - Retention in employment measured at 6 months
  - Weekly earnings increase at 6 months after entry into employment
  - Attainment of educational or occupational skills credential after training services, upon entering employment
  - Customer Satisfaction
- 8.7 Contractor must actively cooperate with all requests for information and shall provide the Oakland PIC and the City of Oakland with access to such facilities and records as are necessary to establish Contractor's compliance within the terms of this Contract. Contractor shall attend all meetings or sessions scheduled by the Oakland PIC for training, performance, contract issues or program matters. Should Contractor, after reasonable notice, fail to attend a meeting designated by the Oakland PIC as

mandatory, the Oakland PIC may, at its sole discretion, impose a fine up to \$200 per unattended mandatory meeting. Any fine imposed must be paid from non-WIA funds.

- 8.8 In order for Contractor to operate as a fully Certified Affiliate One-Stop Center and maintain that status, Contractor must continue to abide by the certification checklist.

## 9.0 COST REIMBURSEMENT CONTRACT PAYMENT PROVISIONS

100% of Contractor's total contract amount will be paid on a cost reimbursement basis. Cost reimbursement payments must be based on actual costs and comply with all cost reimbursement rules.

### FISCAL CONTROL AND ACCOUNTABILITY

- 9.1 All indirect costs to the Contract shall be supported by documents that indicate current approval by a cognizant federal/state agency and be received and approved by the Oakland PIC. These documents shall detail the rate calculation method and the method by which the rate is applied to WIA funds. In the absence of an approved indirect cost rate, a current, Oakland PIC approved, cost allocation plan with full explanation of revenues and prorated costs must be filed with Oakland PIC prior to the receipt of any WIA funds under this Contract.
- 9.2 Contractor must adhere to all federal, state, and local laws with respect to payment of employees, and maintain full and adequate documentation of employee payroll, work time and attendance, leave and vacation time; and, where staff time is allocated to different cost categories of contracts or funds, documentation shall be maintained to show pro-ration of time. Oakland PIC reserves the right to establish maximum amounts that may be expended for staff salaries funded under the Contract.
- 9.3 Contractor shall confine expenditures to funds negotiated and allocated to applicable cost categories and program activities designated in the Contract or modification. Costs incurred before or after the stated period of performance will not be reimbursed and are the sole responsibility of the Contractor. In no event shall the Oakland PIC be liable for expenditures in excess of the amount allowed and rate in any cost category applicable to the Contract or for any amount in excess of that obligated by the Oakland PIC as set forth on the Title Page of this Contract or any modification.

The Contractor shall inform the Oakland PIC in writing and in advance of any application for or receipt of additional funding which will have a significant effect upon the quality or cost for providing training under this Contract.

- 9.4 Accrued Annual Sick Leave shall be taken prior to contract completion or subsequent contract completion if WIA paid staff are carried forward. Where personnel policies allow payment of unused annual and sick leave to terminating employees, this policy shall apply to terminating WIA staff. Costs to implement this provision are included in the approved Contract Budget and no funds will be added at a later time for this purpose.

- 9.5 Contractor must keep contract expenditures under continuous review. When Contractor's activities under this Contract fall significantly under plan, the Oakland PIC reserves the right to unilaterally deobligate funds and amend the Contract accordingly.
- 9.6 All revenues and allowable WIA expenditures under this Contract must be accounted for separately.
- 9.7 Contractor's performance under this contract will be monitored regularly and measured against performance standards set forth. The Oakland PIC will perform scheduled and unscheduled monitoring. If monitoring reports reflect that programmatic and/or fiscal improvements or changes are required, Oakland PIC will require corrective action plans or budget modifications, and as necessary this Contract will be so amended.
- 9.8 Every officer, director, agent or employee who is authorized to receive or deposit funds, issue checks or other instruments or payment for program costs incurred shall be covered by a blanket position bond.
- 9.9 Unearned payments under this contract may be suspended or terminated upon refusal to accept any conditions that may be imposed by the Department of Labor, the State of California, the City of Oakland, the Oakland WIB and/or the Oakland PIC at any time.
- 9.10 Contractor shall maintain accounting systems which are in accordance with generally accepted accounting practices and are in accordance with the Financial Management System described in the U. S. Department of Labor, Office of Management of Budget, Circular 102 and, where applicable, state circulars, containing all information related to the audit of contracts.
- 9.11 All payment of WIA funds must be earned and payment of funds in excess of actual costs incurred according to all terms and conditions of this Contract shall be refunded to the Oakland PIC within ten (10) working days of the Contract termination date.
- 9.12 If applicable, lease or rental of properties and/or equipment, upon approval by the Oakland PIC and/or State of California, will be the Contractor's responsibility.
- 9.13 Equipment purchased with WIA funds having an acquisition cost of five thousand dollars (\$5,000) or more must be placed in a separate inventory log maintained for all WIA equipment. Any movement from one location to another or any other disposition of inventoried equipment requires prior written approval by Oakland PIC. Any item not recalled by the Oakland PIC at conclusion of the Contract is the responsibility of the Contractor and must be safeguarded against loss or damage at all times. All equipment purchased with WIA funds must be approved by the Oakland PIC in advance of purchase in accordance with the terms and conditions of this Contract and remain the property of WIA.
- 9.14 Contractor shall comply with all financial management and fiscal procedures prescribed by WIA, the Department of Labor, State of California, City of Oakland, Oakland WIB, and the Oakland PIC including audit and contract closeout procedures, and reimbursement of costs.

- 9.15 Although Contract performance may have been accepted and reimbursement of costs made in consideration of claims, any cost disallowance subsequently discovered through audit, closeout, or any other process, shall be reimbursed by Contractor to the Oakland PIC within thirty- (30) calendar days of notice.

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

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

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

In accordance with Section 627.480 of the Code of Federal Regulations, commercial organizations that receive \$25,000 or more in federal financial assistance to operate a WIA program shall have an audit performed.

- 9.17 Documentation:

All contractors must retain in their files documentation sufficient to verify any claims for reimbursement of costs incurred. The Oakland PIC will determine on a case-by-case basis, what documents each Contractor must submit to support monthly invoices. All invoice payments are subject to verification of WIA information submitted to Oakland PIC prior to the verification visit. (See Budget, Attachment D).

Examples of underlying documents include:

- a. Certificates, attendance records, etc.
- b. WAGES:
  - Time sheets showing total hours worked and hours worked on the contract
  - Timesheets signed by employee and supervisor
  - Payroll records
  - Fringe benefits
  - Payroll tax deposits, coupons and receipts
  - Invoices for health benefits indicating date of payment and check number
  - Fringe benefit rate per employee, subject to approval by the Oakland PIC
- c. OTHER:
  - Invoice indicating date of payment and check number
  - Percentage of cost allocated WIA budget

- 9.18 All obligations incurred in the performance of this contract must be reported to the



Oakland PIC within thirty- (30) days following termination of this Contract in order to be binding upon the Oakland PIC for reimbursement. Any obligations not reported within the thirty-day period will be the sole responsibility of the Contractor.

ATTACHMENT A  
STATEMENT OF WORK

I. PROGRAM NARRATIVE

A. Description of Program Services:

THE UNITY COUNCIL will provide all required WIA Core A (universal) services to 750 new participants, and, where appropriate, will enroll 48 eligible WIA adults and dislocated workers into Core B and Intensive Services. As an Affiliate One-Stop Center, THE UNITY COUNCIL will maintain facilities and services to provide the full range of employment services to non-WIA clients as well. THE UNITY COUNCIL will provide the required Core A and Core B/Intensive services to eligible WIA adults and dislocated workers in collaboration with College of Alameda, Laney and Merritt colleges in addition to five other community-based organizations.

B. Delivery of Services

1. Technical Description of Services:

Services will be provided in accordance with the Scope of Work contained in the Contractor's Proposal that is on file with the Oakland PIC and expressly made a part of this Agreement. For example, THE UNITY COUNCIL may provide case management, delivery of pre-vocational skills training, and/or referral to occupational training.

2. Schedule - Days, Time/Hours of Operation, Holidays:

Monday – Thursday 9:00 a.m. – 6:00 p.m.  
Fridays 9:00 a.m. – 5:00 p.m.

The program will be closed on the following holidays:

- |                               |                               |
|-------------------------------|-------------------------------|
| New Year's Day                | Independence Day              |
| President's Day               | Labor Day                     |
| Martin Luther King's Birthday | Veteran's Day                 |
| Cesar Chavez' Birthday        | Thanksgiving and Day After    |
| Memorial Day                  | Christmas Eve & Christmas Day |

3. Program Schedule/Length of Training:

First Enrollment Date	7/1/06
Last Date of Enrollment	To be coordinated w/PIC
Minimum Length of Training	N/a
Maximum Length of Training	N/a
Office Hours for Staff	

II. PARTICIPANT CRITERIA

Participant Entry Requirements:

Must meet the criteria for participation set forth in the WIA (Title I Adult and Dislocated Workers) and its regulations.

III. RECRUITMENT AND ORIENTATION

A. Recruitment

In addition to referrals from One-Stop Centers, THE UNITY COUNCIL staff will recruit clients throughout the community using partnerships and connections with other agencies in the area, as well as community colleges.

B. Orientation

THE UNITY COUNCIL staff will provide necessary information about Core A and B services to be offered to clients in addition to eligibility requirements of the program. THE UNITY COUNCIL program will provide orientations to all clients in their native language. At the orientation, clients will have the opportunity to ask questions and receive proper information about the program.

IV. ASSESSMENT

THE UNITY COUNCIL will adapt current assessment case management and tracking forms to the requirements of WIA/EASTBAY Works.

V. INDIVIDUAL EMPLOYMENT PLAN (IEP)

Each participant will work directly with a counselor to develop an IEP that will be in full accordance with the WIA, its regulations, and the Oakland and PIC's IEP requirements.

VI. CERTIFICATION

The agency will be responsible for the collection of eligibility documentation, completion of all WIA enrollment forms and the scheduling of Oakland PIC Program Support Specialists site visits for eligibility determination and enrollment authorization. It is agreed that any costs for expenses incurred for training and services provided before the authorized enrollment date will not be paid.

PLACEMENT VERIFICATION

Contractor will be responsible for the verification of all placements. The following are acceptable employment verification methods:

- A. Copy of participant's paycheck stub;
- B. Letter on employer's stationery verifying employment of participant; or
- C. In the case that neither of the above can be obtained, a letter from the agency showing they have verified placement signed by the verifying party and the date of verification. In addition, each agency must provide written documentation stating why (A) and (B) were

not possible.

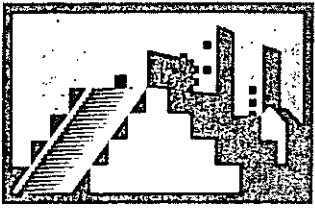
VIII PARTICIPANT FOLLOW-UP

A. Purpose:

Follow-up is to be performed to determine the retention rate, proper client-employer match, technical assistance, further job development and counseling required.

B. Method to be used:

Post-training follow-up will be conducted in accordance with the activities set out in the agency's proposal, which activities are hereby incorporated by reference.



# THE UNITY COUNCIL

## Oakland Workforce Investment Board Meeting June 18, 2008 9:00 am – 11:00 am One Frank Ogawa Plaza, 2<sup>nd</sup> Floor, Hearing Room 4

### History:

- In January 2002, the 1900 Fruitvale location of the Unity Council became a certified affiliate One Stop Career Center providing services in 7 languages (Spanish, Vietnamese, Cambodian, Laotian, Mien, Cantonese and English) matching the immigrant population of the neighborhood.
- Because of the addition of our neighborhood based One Stop Career Center, the City of Oakland Workforce Investment Board (WIB) realized improvement in the percentages of Latino and Asian clients who are now able to access universal One Stop services.
  - Prior to the establishment of the affiliate One Stop Centers, both Latino and Asian language residents were being substantially underserved, with only 9% Latinos and 7% Asians seeking services at the One-Stop locations.
  - A significant number of Latinos and Asians are now able to access services at the Unity Council One Stop Career Center. An example of the client profile for the Unity Council:
    - 70% low-income
    - 53% limited English
    - 73% Latino
    - 40% have more than 3 barriers to seeking employment
  - The Unity Council serves approximately 2,000 clients per year through its One Stop universal and intensive services.

### Current Results:

- *Currently the Unity Council has the highest placement rate for Adult workers (52 exits and 48 placements) and the second highest number of dislocated worker placements (Unity Council has 10 and PIC/EDD has 86). (see the PIC 2007-2008 Report to the WIB Page 2)*
- Every year that the Unity Council has received WIA Title I funding and has leveraged a substantial amount of additional funding for serving clients. The following are examples of grants and contracts that the Unity Council has secured to serve One Stop Career Center clients:
  - \$ 183,775 pay for performance contract with Alameda County to serve CalWORKs clients;

- \$ 500,000 EDD 15% Governor's grant – shared funding with YEP, Merritt College, College of Alameda and four community health clinics to place older youth and adults in allied health and construction jobs;
  - \$ 540,000 Bay Area Workforce Funding Collaborative - shared funding with YEP, Merritt College, College of Alameda, six community health clinics, Kaiser Permanente and Alameda County Medical Center for training and placing older youth and adults in allied health positions;
  - Partnership with Adult Education and Merritt Community College allows us to provide job preparation classes at our site without incurring additional fees for classes.
- To date, the Healthcare Sector Initiative has trained medical assistants (MAs), dental assistants (DAs) and medical interpreters (MIs) for a total of 119 graduates.
  - Recent medical assistant graduates have been employed by healthcare providers such as Kaiser Permanente, the University of California at Berkeley Tang Center, the Alameda County Medical Center, Native American Health Center, Asian Health Services, La Clinica de la Raza, Tiburcio Vasquez Health Center, LifeLong Medical Center, Highland Hospital, Loma Vista Medical Center, and West Oakland Health Center.
  - Thirty-nine participants are currently in training and expected to graduate in July 2008.
  - On average, the starting wage of graduates is \$14.74 per hour, which represents a 56% increase in income when compared to pre-training wages.
  - This sector initiative has been implemented with the engagement of the employers and educational partners and the results are beginning to be realized.
  - *Any WIA budget cuts would have a negative impact on our ability to continue to experience success with employers and residents of Oakland who are seeking employment and wage progression positions.*

#### **One Stop Affiliate SubContracts:**

- The recommended Budgets do not specify the impact on individual affiliate contracts. The Unity Council encourages the WIB to support that affiliate contracts not be cut because it would result in cutting services to populations that would not otherwise be served.

**ASSETS SENIOR EMPLOYMENT OPPORTUNITIES PROGRAM**

**City of Oakland, Department of Human Services  
Aging & Adult Services Division**

**March 4, 2009**

**To: Nora**  
**From: Brendalynn**  
**Subject: ASSETS Performance Evaluation**



**I am sending you the ASSETS performance evaluations that occurred during FY 07-08.**

**You will also find some background information regarding ASSETS Senior Employment Opportunities.**

**Call me if you have any questions.**

**Thanks**





OAKLAND PRIVATE INDUSTRY COUNCIL, INC.

RECEIVED  
RECEIVED  
AUG 05 2008

## FINAL REPORT

July 30, 2008

Ms. Enid M Rosario, Program Director  
Department of Human Services (ASSETS)  
City of Oakland  
150 Frank Ogawa Plaza, Ste 4353  
Oakland, CA 94612

### **Subject: Title I Adult (Special Populations) Compliance Monitoring**

Dear Ms. Rosario:

This Final Report summarizes the Compliance Monitoring Reviews of Department of Human Services (ASSETS), City of Oakland for Program Year (PY) 2007-2008 and concludes monitoring activities in regard to your agency.

The reviews were conducted under the authority of Section 627.480(e)(1) of Title 20 of the Code of Federal Regulations (29CFR).

Based upon both Monitoring Review and review of relevant documents including participant files, it is our observation that Department of Human Services (ASSETS) appears to be in full compliance with the provisions of its PIC Contract and with WIA laws and regulations.

Because the methodology for our Monitoring Reviews included random sampling, this report is not a comprehensive assessment of all of the areas included in our reviews. It is your responsibility to ensure that your systems, programs and related activities comply with the WIA, related regulations and applicable State Directives; therefore, any deficiencies identified in subsequent reviews, such as an audit, would remain Department of Human Services (ASSETS) responsibility.

We wish to extend our appreciation to your assistance and cooperation. If you have any questions regarding this Final Report, which were conducted, please contact me at (510) 768-4419 or Maria Andrade at (510) 768-4417. Thank you for your attention and cooperation.



1212 Broadway, Suite 300, Oakland, CA 94612 • [510] 891-9393 • [510] 839-3766 Fax  
Oakland Career Center / EASTBAY Works Fax [510] 891-9968

A Member of the EASTBAY Works career center system

Sincerely,

A handwritten signature in cursive, appearing to be 'MHa', written over a horizontal line.

Melissa Ha  
OPIC Program Monitor

A handwritten signature in cursive, appearing to be 'Maria Andrade', written over a horizontal line.

Maria Andrade  
OPIC Program Monitor



OAKLAND PRIVATE INDUSTRY COUNCIL, INC.

## FINAL REPORT

May 15, 2007

Ms. Enid M Rosario, Program Director  
Department of Human Services (ASSETS)  
City of Oakland  
150 Frank Ogawa Plaza, Ste 4353  
Oakland, CA 94612

### **Subject: Title I Adult (Special Populations) Compliance Monitoring**

Dear Ms. Rosario:

This Final Report summarizes the Compliance Monitoring Reviews of Department of Human Services (ASSETS), City of Oakland for Program Year (PY) 2006-2007 and concludes monitoring activities in regard to your agency.

The Reviews were conducted under the authority of Section 627.480(e)(1) of Title 20 of the Code of Federal Regulations (29CFR).

We reviewed the files, made observations of the Adult Training Program. We met with you to discuss the results of our monitoring visit. We discussed the areas of compliance, findings, issues of concern, which are reiterated below:

We reviewed 15 client files. The client files were in excellent order with all eligibility documentation in place. In particular, case notes were well documented and provided this monitoring with a complete picture of the clients' progress. There were no findings.

Based upon both Monitoring Review and review of relevant documents including participant files, it is our observation that Department of Human Services (ASSETS) appears to be in full compliance with the provisions of its PIC Contract and with WIA laws and regulations.

Because the methodology for our Monitoring Reviews included random sampling, this Report is not a comprehensive assessment of all of the areas included in our reviews. It is your responsibility to ensure that your systems, programs and related activities comply with the WIA, related regulations and applicable State Directives; therefore, any deficiencies identified in subsequent reviews, such as an audit, would remain Department of Human Services (ASSETS) responsibility.



1212 Broadway, Suite 300, Oakland, CA 94612 [510] 891-9393 [510] 839-3766 Fax  
Oakland Career Center/EASTBAY Works Fax [510] 891-9968

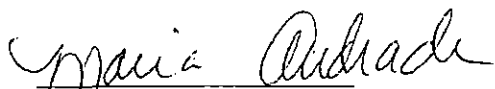
A member of the EASTBAY Works career center system

We wish to extend our appreciation to your assistance and cooperation. If you have any questions regarding this Final Report, which were conducted, please contact me at (510) 768-4419 or Maria Andrade at (510) 768-4417. Thank you for your attention and cooperation.

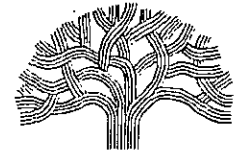
Sincerely,

A handwritten signature in cursive script, appearing to read 'Melissa Ha', written over a horizontal line.

Melissa Ha  
OPIC Program Monitor

A handwritten signature in cursive script, appearing to read 'Maria Andrade', written over a horizontal line.

Maria Andrade  
OPIC Program Monitor



150 FRANK H. OGAWA PLAZA • 6TH FLOOR • OAKLAND, CALIFORNIA 94612

Finance and Management Agency  
Grants Accounting

(510) 238-7495  
FAX (510) 238-3915

April 18, 2008

Ms. Brendalynn Goodall, Aging and Adult Service Manager  
City of Oakland – Department of Human Services  
150 Frank Ogawa Plaza – 4<sup>th</sup> Floor  
Oakland, CA 94612

Re: Fiscal Monitoring Report

Dear Ms. Goodall:

This is to advise you of the results of our fiscal monitoring of the Department of Human Services (DHS) conducted on April 16, 2008 in connection with its Workforce Investment Act (WIA) grant contract with the Oakland Private Industry Council (OPIC) described below:

<u>Program</u>	<u>Period</u>	<u>Amount</u>
Workforce Investment Act – Title I	07/01/07 – 06/30/08	\$140,000.00

A fiscal monitoring is not an audit. It is less in scope, detail and objective. The following areas were covered by the review:

- Accounting system and procedures including internal control structure;
- Contract Compliance;
- Compliance with Federal, State and Local laws and regulations;
- Test-check of selected records/documents relating to contract transactions;
- Accuracy of cost classification and allocation; and
- Adequacy of insurance coverage.

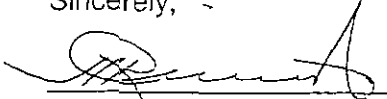
The program provides low-income adult ages 35 and older an opportunity to achieve gainful employment and personal development through its employment and training program.

In the course of the fiscal monitoring, Payment of reimbursement requests were tested for the months of December 2007, February and March 2008 and it was determined that the expenditures were within the budget, properly supported with adequate documentation. A random testing of employee timesheets charged to the program was made and found no exception.

Review of OPIC program monitoring reports dated January 28, 2008 and April 16, 2008 disclosed no instances of contract non-compliance except some observations relating to participants file deficiencies like issues on activity codes and updating of participants entry and exit dates. However, those issues were subsequently corrected and cleared by the monitors.

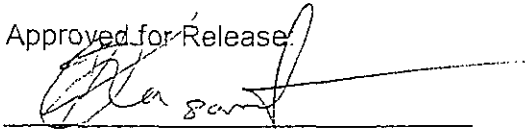
We want to thank Mr. Neil Valle, Fiscal Manager and Ms. Rufie Macaraeg for their assistance and cooperation during the review. If you have any questions relating to this report, please call me at (510) 238-7495. Thank you.

Sincerely,



Felipe Kiocho, Accountant III

Approved for Release.



Osborn Solitei, Assistant Controller

cc: Russell Bouligny, Fiscal Director - OPIC

File

**JOB TRAINING PERFORMANCE QUARTERLY DATA FORM**

Name	Fund Source	Contract Period	Contract Amount	Amount drawn down through current period	Total Enrollment Plan	Actual Enrollment To Date	Exited w/out Placement	Average # Weeks in Program before Placement	Total Placement Plan	Actual Placements To Date	Average Wage/Stipend	Placements with Benefits	3 Month Retention	6 Month Retention	9 Month Retention
ASSETS nities	General Fund, Dept. of Labor	07/01/07-06/30/08	\$1,294,896	\$1,294,896	239	239	N/A	N/A	44	44	12.84/hr	17	43	26	26

Please completed the cells above which are outlined with bold borders

Department of Human Services - ASSETS Senior Employment Opportunities Program is a Senior Community Service Employment (SCSEP) program funded by the Older Americans Act through grants from the U.S. Department of Labor. Senior (SSA) is the national sponsor of the Oakland Project. The purpose of SCSEP is to provide useful part-time subsidized community or low-income people 55 years or older with poor employment prospects, while promoting transition to unsubsidized employment in sectors. ASSETS prepares program participants for entry or re-entry into the competitive job market by offering vocational classroom as computer literacy, general office skills, customer service conflict resolution and early childhood education. Enrollees also receive placement assistance, work experience and support services. ASSETS is the only federal program in Oakland that specifically training needs of low-income older workers.

WORKFORCE INVESTMENT ACT ("WIA")

Contract #: 06-Y-02  
 Funding: Title I Youth  
**Modification #1**

Oakland Private Industry Council, Inc., ("Oakland PIC"), as One-Stop System Administrator for the Oakland Workforce Investment Board ("Oakland WIB")

Modification of AGREEMENT ("Contract") made by and between the following parties:

Oakland Private Industry Council, Inc. ("Oakland PIC") 1212 Broadway, Suite 300 Oakland, CA 94612  Contact: Pedro Toledo Phone: (510) 768-4418	Lao Family Community Development, Inc. 1551 23 <sup>rd</sup> Avenue Oakland, CA 94606  Contact: Kathy Chao Phone: (510) 533-8850
------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------

The parties execute this contract modification according to the terms specified below:

- Date of Modification: July 1, 2007
- Contract Term  
 Contract Effective Date: July 1, 2006  
 Performance period: July 1, 2006 through **June 30, 2008**
- Obligations/Payment Provisions

Carried Over Program Funds from performance period 06-07	\$5,879.00
Carried Over Wages and Support Services funds for participants enrolled in Program Year 06-07	\$0.00

Program Funds intended for performance period 07-08	\$137,500.00
Wages and Support Services funds intended for participants enrolled in Program Year 07-08	\$ 88,166.04
<b>Total</b>	<b>\$231,545.04</b>

Number of In-School Participants carried over from performance period 06-07	12
Number of Out-of-School Participants carried over from performance period 06-07	1
Number of new In-School Participants to be enrolled during performance period 07-08	35
Number of new out-of-School Participants to be enrolled during performance period 07-08	10
<b>Total number of participants to be served during 2007-08</b>	<b>58</b>

**Note:** Contractor must keep track of all supportive services expenditures separately. Over-expenditures that may occur will not be covered during the course of the Program Year. In



In addition, please note that all childcare is provided through BANANAS (an Oakland PIC independent contractor) by purchase order submitted to the Oakland PIC's Program Oversight Department. Transportation expenses will only be reimbursed if the proper back-up documentation is provided. All client files must reflect supportive and other services provided.

4. Purpose of Modification

- a. To modify the performance period
- b. To clearly identify the amounts available from the prior performance period (2006-07) as well as the total number of participants to be served (i.e., carried over from previous years plus those enrolled during the current performance period).
- c. The total amount of funding under this Agreement has also been updated in Section 10.3(a) "Funding Allowances By Category/Expenditure Tracking."

Wages, Stipends and Supportive Services

A total of **\$88,166.04** has been allocated for supportive services and wages for the period **July 1, 2007** through **June 30, 2008**, and may be used for:

**Supportive services, stipends and wages for clients. A portion of these funds (\$0) will be used for clients enrolled between July 1, 2006 and June 30, 2007 who are still active or on follow-up during this period. The remainder of the funds (\$88,166.04) will be used for those clients enrolled between July 1, 2007 and June 30, 2008.**

Contractors must track these expenditures separately so as to ensure that no overspending occurs, and to establish a mechanism for estimating and securing future funding that is adequate for youth in this and future years. Attachment E provides the definition agreed upon on the use of funds for stipends and/or bonuses to be paid to participants for accomplishing a given benchmark.

- d. All other terms and conditions remain the same.

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

Oakland Private Industry Council, Inc.

By: 

Gay Plair Cobb  
Chief Executive Officer

Lao Family Community Development, Inc.

By: 

Kathy Chao  
Executive Director

The purpose of this Contract is to set forth the responsibilities of the Lao Family Community Development Inc. to provide One-Stop Career Center core and intensive services to universal and eligible WIA customers of the Oakland Workforce Investment Area One-Stop Career Center System. These services are contracted by the Oakland Private Industry Council, Inc. ("Oakland PIC"), as the System Administrator for the Oakland Workforce Investment Board ("WIB"), and pursuant to the Workforce Investment Act ("WIA").

## 1.0 GENERAL TERMS AND CONDITIONS

The Contractor, for and in consideration of all covenants, conditions and stipulations contained in this Contract, agrees to the following:

### 1.1 CONTROLLING AUTHORITY

Contractor will abide by all Contract terms, conditions, the Oakland PIC's/Oakland WIB's policies and procedures, attachments to the Contract and all applicable documents incorporated by reference. Contractor will abide by each and every provision of the WIA, its regulations, and all State of California WIA Directives, incorporated by reference. Unless otherwise inapplicable, the Workforce Investment Act (Public Law 105-220 at 29 USC 2801 et seq.), its regulations (20 CFR Part 652 et al.) and 29 CFR Parts 0 to 99, relevant OMB Circulars, and directives of the State of California's (at <http://www.edd.ca.gov/wiarep/wiadir.htm>) shall be the controlling authorities with regard to all matters arising under this Contract.

### 1.2 PARTIES TO THE AGREEMENT

Neither the federal government represented by the U.S. Department of Labor, nor the State of California is a party to this Contract, and no legal liability on the part of any of them is implied under the terms of this Contract. Any liabilities or disputes as may arise under this Contract are between the parties to it identified on the Agreement Summary and Signature Page.

### 1.3 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless, the Oakland PIC/ Oakland WIB and the City of Oakland, and their officers, agents and employees, from any and all liabilities and claims of any nature or damages of any character whatsoever, including death, sickness or injury to persons or property from any cause whatsoever arising from or connected with the operations or services of the Contractor, resulting from the conduct, negligent or otherwise in whole or in part, of the Contractor, its agents, representatives, or employees to the extent permitted by law.

1.4 The Contractor, and the agents and employees of the Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the Oakland PIC/Oakland WIB, or the City of Oakland.

## 1.5 ACCESS

Contractor must provide access to the Oakland PIC, Oakland WIB, the City of Oakland, the State of California and the U.S. Department of Labor, and their authorized representatives, to financial records, supporting documents, statistical records, and all other records pertinent to this Contract for the purpose of making audits, exams, excerpts and transcription, at all times that the grant is in force and for a period of four (4) years thereafter, as required by OMB Circulars and WIAD03-07 related to this Contract, and/or pursuant to the use of WIA funds. Such records must be retained for that same period or until notified by the Oakland PIC/Oakland WIB/City of Oakland that there is no further need for retention.

## 1.6 GRIEVANCE

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

## 1.7 CONSIDERATION FOR PAYMENT

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

## 1.8 CITY OF OAKLAND LIVING WAGE ORDINANCE

Pursuant to the "Rules and Regulations for Implementation of the Living Wage Ordinance for the City of Oakland and the Redevelopment Agency of the City of Oakland": This Contract is subject to the Living Wage Ordinance of the Oakland Municipal Code and its implementing regulations if it is for an amount of \$25,000 or more, or if it is amended to increase the Contract amount by \$25,000 in any twelve-month period thereafter. The Ordinance requires, among other things, submission of the Declaration of Compliance attached and incorporated herein as Attachment B and made part of this Contract. **Note: Attachment B should be completed and returned to the Oakland PIC no later than one week after signing this Contract.** In addition, unless specific exemptions apply or a waiver is granted, the Subcontractor shall provide the following to its employees who perform services under or related to this Contract:

- a. Minimum Compensation – Said employees shall be paid an initial hourly wage rate of \$10.07 with health benefits or \$11.39 without health benefits. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the

increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor.

- b. Health Benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.25 per hour. Subcontractor shall provide proof that health benefits are in effect for those employees no later than thirty- (30) days after execution of the Contract or receipt of City financial assistance.
- c. Compensated Days Off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- d. Federal Earned Income Credit (EIC) – Subcontractor shall inform said employees who earn less than \$12.00 per hour that he or she may be eligible for EIC and shall provide forms to apply for advance EIC payments to eligible employees.
- e. Subcontractor shall provide to all employees and to the Office of Contract Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include information set forth in Sections (a) through (d) above.
- f. Subcontractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within thirty- (30) days of employment under this Contract.
- g. Reporting – Subcontractor shall maintain a listing of the name, address, date of hire, occupation classification, rate of pay and benefits paid for each of its employees and submit a copy of the list to City of Oakland's Contract Compliance by March 31, June 30, September 30, and December 31 of each year during the applicable compliance period. Failure to provide this list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. **Any fine imposed must be paid from non-WIA funds.** Covered Subcontractors, and City Financial Assistant Recipients (CFARs) shall maintain payrolls for all employees and basic records relating thereto and shall preserve them for a period of at least four (4) years after expiration of the compliance period.

- h. Contractor shall require Subcontractors that provide services under or related to this Contract to comply with the above Living Wage provisions. Subcontractor shall include the same or similar provisions as those set forth in Sections (a) through (g) above in its subcontracts. Copies of said subcontracts shall be submitted to the City of Oakland's Office of Contract Compliance.

Furthermore, Subcontractor shall include the above requirements in its subcontracts for services related to this Contract.

## 2.0 INSURANCE COVERAGE

Contractor agrees, during the term of this Contract (including any extensions), to keep in effect its self-insured or other insurance policies as required by law; and provide coverage, as applicable, that may be required by the performance of the Contract including the following minimum requirements:

- 2.1 Workers' Compensation in accordance with the provisions of Section 3700 of the State of California Labor Code; or, if Workers' Compensation is not applicable, Medical and Accident insurance in the amount of one million dollars (\$1,000,000), for injury or disease resulting from an individual's participation in any activity;
- 2.2 General Liability Coverage in the amount of one million dollars (\$1,000,000) including but not limited to, accident coverage on an "occurrence" basis and coverage of both personal injury and bodily injury. Such coverage will provide that no other insurance in which the Oakland PIC or Oakland WIB/City of Oakland is a covered party will be called upon to contribute to a loss. Contractor shall name the Oakland PIC, Oakland WIB/City of Oakland, their officers, employees and agents as additional insured under the policy.
- 2.3 If Contractor uses vehicles in the performance of this contract, Contractor will provide evidence of Auto Liability Coverage in the amount of one million dollars (\$1,000,000).

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

## 3.0 FUND AVAILABILITY

All funding under this Contract is contingent upon the availability of federal and state funds, and continued federal, state and local authorization to expend them. This Contract is subject to modification or termination due to actions taken by the federal, state, local governments, or the City of Oakland or Oakland WIB that result in a frustration of the Contract purpose. Further, any unearned payments under this Contract may be, at the Oakland PIC's/Oakland WIB's sole discretion, suspended or terminated in the event of the Contractor's refusal to

accept any added conditions imposed by the State of California/U.S. Department of Labor and/or the Oakland PIC/Oakland WIB/City of Oakland at any time.

#### 4.0 MODIFICATION AND TERMINATION FOR CAUSE OR CONVENIENCE

4.1 This Contract may be modified or terminated prior to its completion date by agreement of both parties as indicated by a mutually signed modification or termination document.

Additionally, the Oakland PIC may unilaterally and immediately modify or terminate this Contract for cause or convenience, in accordance with 29CFR 95.48, 48CFR 52.240 and 48CFR 49.503.

4.2 In addition, the Oakland PIC may be relieved of payment if: performance falls significantly under plan, or if, in the Oakland PIC's sole opinion, Contractor mismanages any fiscal and/or programmatic terms and conditions contained in the Contract. The Oakland PIC may also recapture any unearned funds upon termination.

4.3 Such modification or termination shall be effective upon certified mailing of notice to Contractor, including the effective termination date, the reason for termination, and procedures to be used for concluding all activity relating to the Contract. The Oakland PIC shall not be liable for any new obligations incurred by Contractor after the notice of termination has been received.

Notices to the Contractor will be addressed to:

Kathy Chao  
Executive Director  
Lao Family Community Development, Inc. ("Lao Family")  
1551 - 23<sup>rd</sup> Avenue  
Oakland, CA 94606

Notices to the Oakland Private Industry Council, Inc. will be addressed to:

Cynthia Renta  
Procurement and Contracts Administrator  
Oakland Private Industry Council, Inc.  
1212 Broadway, Suite 300  
Oakland, CA 946125.0      ASSIGNMENT

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

#### 6.0 REPORTING FRAUD, WASTE, ABUSE AND CRIMINAL ACTIVITY

6.1 Contractor must not engage in and must advise the Oakland PIC directly and

immediately of any apparent improper or fraudulent use of WIA funds that comes to Contractor's attention, or of any apparent supplying of misinformation to the Oakland WIB, the Oakland PIC or its representatives. WIA regulations, Title 20 CFR Section 667.505 and 667.630, require that information and complaints involving criminal fraud, waste, abuse or other criminal activity must be reported immediately through the Department of Labor's Incident Reporting System to Office of the Inspector General (OIG), with a copy simultaneously provided to the Employment and Training Administration.

- 6.2 WIAD02-3, incorporated by reference and made a part of this Contract, delineates the State-imposed requirements of WIAD02-3 to report all instances of fraud, waste and abuse, and criminal activity to OIG and the Compliance Review Division (CRD) within **one working day** of the detection of the incident.
- 6.3 Further, Contractor shall, in addition to the above reporting, also submit a copy of such report to the Oakland PIC at the same time.

## 7.0 ASSURANCES AND CERTIFICATIONS

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

### Safeguard Against Fraud & Abuse/Statement of Non-Discrimination

- 7.1 Contractor will administer its programs under the WIA in full compliance with safeguards against fraud and abuse as set forth in federal and state regulations, directives and policies.
- 7.2 No portion of Contractor's WIA program will in any way discriminate against, deny benefits to, deny employment to or exclude from participation any persons on the grounds of race, color, sex, sexual orientation, age, handicap, or political/religious affiliation or beliefs; and it will provide services to those most in need of them and most able to benefit from them, including but not limited to, low income persons, disabled individuals, persons facing barriers to employment commonly experienced by older workers, and persons of limited English-speaking ability.
- 7.3 Program activities will be available to all eligible individuals regardless of religious affiliation or non-affiliation. WIA participants shall in no way perform or assist in the performance of activities that are sectarian in nature.
- 7.4 Participation in programs and activities financially assisted in whole or in part under the WIA shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens and refugees, parolees, and other individuals authorized by the Attorney General to work in the United States.
- 7.5 No individual will be intimidated, threatened, or coerced, or discriminated against because of filing a complaint, furnishing information, or assisting or participating in any manner in an investigation, compliance review, hearing or any other activity

related to the administration of the WIA.

- 7.6 Contractor has and adheres to established personnel policies with respect to hiring practices, promotion, demotion, leave and holiday practices, termination criteria and disciplinary practice, which reflect the City of Oakland/Oakland WIB and the Oakland PIC policies with regard to equal opportunity employment.

#### Administrative Regulations

- 7.7 As applicable, Contractor will comply with applicable administrative provisions of the Department of Labor Federal Regulation (29 CFR part 95 or 29 CFR part 97), and the Office of Management and Budget (OMB) Circulars A-87, A-133 and A-122, as well as applicable state regulations.
- 7.8 Contractor recognizes that all powers not explicitly vested in the Contractor by this Contract remain with the Oakland PIC.

#### Confidentiality of Client Files

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

#### Compliance with Equal Opportunity and Nondiscrimination State and Federal WIA Laws & Regulations

- 7.10 Contractor shall comply with all provisions of state and federal equal opportunity and nondiscrimination laws including, but not limited to:
- The Workforce Investment Act, Title 188
  - Title VI of the Civil Rights Act of 1964, as amended
  - Title VII of the Civil Rights Act of 1964, as amended
  - The Age Discrimination Act of 1975, as amended
  - Sections 503 and 504 of the Rehabilitation Act of 1973, as amended
  - Title IX of the Education Amendments of 1972, as amended
  - Title 29 CFR, Part 37
  - Title 29 CFR, Part 32, Nondiscrimination on the Basis of Handicap in programs and activities receiving or benefiting from Federal Financial Assistance
  - The Americans with Disabilities Act of 1990, as amended
  - Equal Employment Opportunity -- Executive Order 11246, as amended by Executive Order 11375, and as supplemented by regulations at 41 CFR Part 60
  - All promulgating rules and regulations associated with these laws and orders.

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



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

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

- 7.11 Contractor certifies that Contractor:
- a. Will comply with the Workforce Investment Act (WIA) and all of its promulgating regulations and rules.
  - b. Will comply with the Drug Free Workplace Act of 1988.
  - c. Is in compliance with all applicable federal, state, and local laws governing work place health and safety conditions, payment of wages, collective bargaining, labor relations, and any other regulations affecting personnel who are mandated by law or legal agreement.
  - d. Will comply with all applicable standards, orders or regulations pursuant to the Clean Air Act and Federal Water Pollution Control Act, as amended.
  - e. Will comply with all applicable federal, state, and local laws pertaining to copyrights as described in Section 19 of the WIA Subgrant Agreement (Attachment C).
- 7.12 The Oakland PIC, the Oakland WIB, the City of Oakland, the State of California, and the United States Government shall have unlimited rights and access to any and all data and data systems collected and maintained under this Contract.

Conflict of Interest

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

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

- 7.14 Contracting Agency certifies that:
- a. Neither Contractor nor Contractor’s principals or employees are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
  - b. Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this Contract;

- c. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the DOL may pursue available remedies, including suspension and/or debarment;
- d. The prospective recipient of federal assistance funds shall provide immediate written notice to the Oakland PIC if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
- e. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person" and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing E.O. 12459; and
- f. The prospective recipient of federal assistance funds agrees that should the proposed covered transition be entered into, it shall not knowingly enter into any lower tier covered transition with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation.

#### State and Federal Lobbying Laws and Regulations

- 7.15 Contractor will comply as applicable with all provisions of state and federal lobbying laws and regulations pursuant to Section 1352, Title 31 of the U.S. Code, and 34 CFR Part 82. Contractor certifies that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

#### Reporting Requirements

7.16 Contractor will:

- a. Cooperate with any requests for reporting and is aware that the Oakland WIB may require the Oakland PIC to provide additional or different reporting requirements. Contractor agrees to assist in modification of reporting templates if it is needed.
- b. Comply with the City of Oakland's Job Training Performance Standards (JTPS) reporting requirements and will submit to the Oakland PIC any and all information as is, or may be, necessary for the Oakland PIC to complete the JTPS template and the Job Training Automated (JTA) system template, which together include all forms to document client progress (i.e., placement, exit, follow-up, etc.).
- c. Submit all JTPS-related information such as enrollment, placement, and follow-up forms necessary to document client activity in the program to the Oakland PIC (or directly to the City of Oakland if so mandated) **no later than Friday of the second week of every month.**
- d. Comply with all Directives regarding "Soft Exits" under WIA and will cooperate fully with Oakland PIC with regards to this issue as well as all reporting and performance-related issues (WIA Bulletin #WIAB03-87).

Contractor understands and agrees that the Oakland PIC will withhold any and all payments that would otherwise be due Contractor if Contractor fails to provide any of the required reporting information to the Oakland PIC or the Oakland WIB/City of Oakland in accordance with the reporting requirements in a timely manner or pursuant to the required reporting schedule for JTPS reporting should such reporting be necessary. Substantial or consistent failure to meet these reporting requirements may result in a fine of \$200 and/or termination of the Contract. Any fines imposed must be paid from non-WIA funds.

8.0 STATEMENT OF WORK PROVISIONS

- 8.1 The terms and definitions cited in the WIA and its regulations are expressly applicable to the work to be performed under this Contract.
- 8.2 Activities conducted by Contractor under this Contract shall include those services listed in the Statement of Work and result in attained performance levels as set forth in the Statement of Work (Attachment A).
- 8.3 Contractor shall accept into its program those participants who are most in need and most able to benefit from services offered. Contractor must, for each participant, perform an objective assessment, create an Individual Employment Plan (IEP), provide preparation for employment or post-secondary educational opportunities, and continue to evaluate each participant's progress towards attaining the career objective identified in the IEP. Contractor will also provide retention services for participants in

accordance with the WIA/Oakland PIC policies for up to one year after program exit. Progress records and records related to activities for each participant must be maintained according to procedures, standards and forms acceptable to the Oakland PIC.

- 8.4 Contractor must maintain all records and follow all procedures, as necessary, and in accordance with those set forth by the Oakland PIC in order to:
- a. Ensure appropriate and adequate documenting of any payments made or distributed to participants. In accordance with Oakland PIC policy, it is expressly understood that at no time shall Contractor provide participants with direct cash disbursements (including but not limited to cash for bus or BART tickets), unless expressly authorized to do so.
  - b. Ensure proper submission of invoices in a timely manner to allow the Oakland PIC/City of Oakland to report to the State as required.
  - c. Ensure that all expenditures on clients' behalf are properly tracked and specifically cross-referenced in client's file as reflected in the case notes for services provided.
- 8.5 Contractor must monitor contract performance in the manner stated in the Statement of Work, and if requested, will submit to the Oakland PIC a narrative report detailing program progress, any operating difficulties and if applicable, proposed corrective action.

**Contract will be monitored by Oakland PIC and may be part of monitoring conducted by the City of Oakland, Oakland WIB, the State or the Department of Labor in accordance with policies of those entities.**

- 8.6 Contractor's overall performance will be measured by the following indicators as set forth in Section 666.100 of the WIA regulations:
- Entered Employment Rate
  - Retention in employment measured at 6 months
  - Weekly earnings increase at 6 months after entry into employment
  - Attainment of educational or occupational skills credential after training services, upon entering employment
  - Customer Satisfaction
- 8.7 Contractor must actively cooperate with all requests for information and shall provide the Oakland PIC and the City of Oakland with access to such facilities and records as are necessary to establish Contractor's compliance within the terms of this Contract. Contractor shall attend all meetings or sessions scheduled by the Oakland PIC for training, performance, contract issues or program matters. Should Contractor, after reasonable notice, fail to attend a meeting designated by the Oakland PIC as mandatory, the Oakland PIC may, at its sole discretion, impose a fine up to \$200 per unattended mandatory meeting. Any fine imposed must be paid from non-WIA funds.
- 8.8 In order for Contractor to operate as a fully Certified Affiliate One-Stop Center and

maintain that status; Contractor must continue to abide by the certification checklist.

## 9.0 COST REIMBURSEMENT CONTRACT PAYMENT PROVISIONS

100% of Contractor's total contract amount will be paid on a cost reimbursement basis. Cost reimbursement payments must be based on actual costs and comply with all cost reimbursement rules.

## FISCAL CONTROL AND ACCOUNTABILITY

- 9.1 All indirect costs to the Contract shall be supported by documents that indicate current approval by a cognizant federal/state agency and be received and approved by the Oakland PIC. These documents shall detail the rate calculation method and the method by which the rate is applied to WIA funds. In the absence of an approved indirect cost rate, a current, Oakland PIC approved, cost allocation plan with full explanation of revenues and prorated costs must be filed with Oakland PIC prior to the receipt of any WIA funds under this Contract.
- 9.2 Contractor must adhere to all federal, state, and local laws with respect to payment of employees, and maintain full and adequate documentation of employee payroll, work time and attendance, leave and vacation time; and, where staff time is allocated to different cost categories of contracts or funds, documentation shall be maintained to show pro-ration of time. Oakland PIC reserves the right to establish maximum amounts that may be expended for staff salaries funded under the Contract.
- 9.3 Contractor shall confine expenditures to funds negotiated and allocated to applicable cost categories and program activities designated in the Contract or modification. Costs incurred before or after the stated period of performance will not be reimbursed and are the sole responsibility of the Contractor. In no event shall the Oakland PIC be liable for expenditures in excess of the amount allowed and rate in any cost category applicable to the Contract or for any amount in excess of that obligated by the Oakland PIC as set forth on the Title Page of this Contract or any modification.
- The Contractor shall inform the Oakland PIC in writing and in advance of any application for or receipt of additional funding which will have a significant effect upon the quality or cost for providing training under this Contract.
- 9.4 Accrued Annual Sick Leave shall be taken prior to contract completion or subsequent contract completion if WIA paid staff are carried forward. Where personnel policies allow payment of unused annual and sick leave to terminating employees, this policy shall apply to terminating WIA staff. Costs to implement this provision are included in the approved Contract Budget and no funds will be added at a later time for this purpose.
- 9.5 Contractor must keep contract expenditures under continuous review. When Contractor's activities under this Contract fall significantly under plan, the Oakland PIC reserves the right to unilaterally deobligate funds and amend the Contract accordingly.

- 9.6 All revenues and allowable WIA expenditures under this Contract must be accounted for separately.
- 9.7 Contractor's performance under this contract will be monitored regularly and measured against performance standards set forth. The Oakland PIC will perform scheduled and unscheduled monitoring. If monitoring reports reflect that programmatic and/or fiscal improvements or changes are required, Oakland PIC will require corrective action plans or budget modifications, and as necessary, this Contract will be so amended.
- 9.8 Every officer, director, agent or employee who is authorized to receive or deposit funds, issue checks or other instruments or payment for program costs incurred shall be covered by a blanket position bond.
- 9.9 Unearned payments under this contract may be suspended or terminated upon refusal to accept any conditions that may be imposed by the Department of Labor, the State of California, the City of Oakland, the Oakland WIB and/or the Oakland PIC at any time.
- 9.10 Contractor shall maintain accounting systems which are in accordance with generally accepted accounting practices and are in accordance with the Financial Management System described in the U. S. Department of Labor, Office of Management of Budget, Circular 102 and, where applicable, state circulars, containing all information related to the audit of contracts.
- 9.11 All payment of WIA funds must be earned and payment of funds in excess of actual costs incurred according to all terms and conditions of this Contract shall be refunded to the Oakland PIC within ten (10) working days of the Contract termination date.
- 9.12 If applicable, lease or rental of properties and/or equipment, upon approval by the Oakland PIC and/or State of California, will be the Contractor's responsibility.
- 9.13 Equipment purchased with WIA funds having an acquisition cost of five thousand dollars (\$5,000) or more must be placed in a separate inventory log maintained for all WIA equipment. Any movement from one location to another or any other disposition of inventoried equipment requires prior written approval by Oakland PIC. Any item not recalled by the Oakland PIC at conclusion of the Contract is the responsibility of the Contractor and must be safeguarded against loss or damage at all times. All equipment purchased with WIA funds must be approved by the Oakland PIC in advance of purchase in accordance with the terms and conditions of this Contract and remain the property of WIA.
- 9.14 Contractor shall comply with all financial management and fiscal procedures prescribed by WIA, the Department of Labor, State of California, City of Oakland, Oakland WIB, and the Oakland PIC including audit and contract closeout procedures, and reimbursement of costs.
- 9.15 Although Contract performance may have been accepted and reimbursement of costs made in consideration of claims, any cost disallowance subsequently discovered through audit, closeout, or any other process, shall be reimbursed by Contractor to the

Oakland PIC within thirty- (30) calendar days of notice.

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

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

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

In accordance with Section 627.480 of the Code of Federal Regulations, commercial organizations that receive \$25,000 or more in federal financial assistance to operate a WIA program shall have an audit performed.

9.17 Documentation:

All contractors must retain in their files documentation sufficient to verify any claims for reimbursement of costs incurred. The Oakland PIC will determine on a case-by-case basis, what documents each Contractor must submit to support monthly invoices. All invoice payments are subject to verification of JTA information submitted to Oakland PIC prior to the verification visit. (See Budget, Attachment D).

Examples of underlying documents include:

- a. Certificates, attendance records, etc.
- b. WAGES:
  - Time sheets showing total hours worked and hours worked on the contract
  - Timesheets signed by employee and supervisor
  - Payroll records
  - Fringe benefits
  - Payroll tax deposits, coupons and receipts
  - Invoices for health benefits indicating date of payment and check number
  - Fringe benefit rate per employee, subject to approval by the Oakland PIC
- c. OTHER:
  - Invoice indicating date of payment and check number
  - Percentage of cost allocated WIA budget

- 9.18 All obligations incurred in the performance of this Contract must be reported to the Oakland PIC within thirty- (30) days following termination of this Contract in order to be binding upon the Oakland PIC for reimbursement. Any obligations not reported within the thirty-day period will be the sole responsibility of the Contractor.

ATTACHMENT A  
STATEMENT OF WORK

I. PROGRAM NARRATIVE

A. Description of Program Services:

LFCD will provide all required WIA Core A (universal) services and, where appropriate, will enroll up to 32 eligible WIA adults and dislocated workers into Core B and Intensive Services. As an Affiliate One-Stop Center, LFCD will maintain facilities and services to provide the full range of employment services to non-WIA clients as well.

B. Delivery of Services

1. Technical Description of Services:

Services will be provided in accordance with the scope of work contained in the Contractor's Proposal that is on file with the Oakland PIC and expressly made a part of this Agreement. For example, LFCD may provide Case Management, delivery of pre-vocational skills training, and/or referral to occupational training.

2. Schedule - Days, Time/Hours of Operation, Holidays:  
Monday – Friday 8:30 A.M – 5:00 P.M.

The program will be closed on the following holidays:

1. New Year's Day
2. Martin Luther King's Day
3. Chinese/Mien/Vietnamese New Year
4. President's Day
5. Lao/Cambodian/Thai New Year
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veterans' Day
11. Thanksgiving
12. Day after Thanksgiving
13. Christmas Eve
14. Christmas Holidays

3. Program Schedule/Length of Training:

First Enrollment Date 7/1/05

Last Date of Enrollment To be coordinated w/PIC

Minimum Length of Training N/a

Maximum Length of Training N/a

Office Hours for Staff

II. PARTICIPANT CRITERIA



Participant Entry Requirements:

Must meet the criteria for participation set forth in the WIA (Title I Adult and Dislocated Workers) and its regulations.

### III. RECRUITMENT AND ORIENTATION

A. Recruitment:

LFCD will accept referrals from One-Stop Centers, and will maintain strong ties with the Oakland One-Stop Centers and with other subcontractor agencies such as Afghan Coalition, Afghan Center, Vietnamese Community Development, East Bay Vietnamese Association, Spanish Unity Council, Spanish Speaking Citizens Foundation, Asian Pacific Psychological Services, Asian Community Mental Health Services, Asian Health Services, Alameda County Victim Witness Program, Alameda County Social Services Agency, Bay Area Immigrant and Refugee Services, Catholic Charities of the East Bay, Cambodian Community Development, Family Bridges, Inc., International Institute of the East Bay, Lao Lu Mien Culture Association, and Southeast Asian Community Center, etc.

B. Orientation

LFCD staff will provide necessary information about Core A and B services to be offered to clients in addition to eligibility requirements of the program. LFCD will use standardized intake procedures and conduct bilingual one-on-one or small group orientations to potential clients.

### IV. ASSESSMENT

LFCD will conduct assessment activities in compliance with the rules and regulations of the WIA.

### V. INDIVIDUAL EMPLOYMENT PLAN (IEP)

Each participant will work directly with a counselor to develop an IEP that will be in full accordance with the WIA, its regulations, and the Oakland PIC's IEP requirements.

### VI. CERTIFICATION

The agency will be responsible for the collection of eligibility documentation, completion of all WIA enrollment forms and the scheduling of Oakland PIC Program Support Specialists site visits for eligibility determination and enrollment authorization. It is agreed that any costs of expenses incurred for training and services provided before the authorized enrollment date will not be paid.

### VII. PLACEMENT VERIFICATION

Contractor will be responsible for the verification of all placements.

The following are acceptable employment verification methods:

- A. Copy of participant's paycheck stub;
- B. Letter on employer's stationary verifying employment of participant; or
- C. In the case that neither of the above can not be obtained, a letter

from the agency showing they have verified placement signed by the verifying party and the date of verification. In addition, each agency must provide written documentation stating why (A) and (B) were not possible.

#### VIII. PARTICIPANT FOLLOW-UP

A. Purpose:

Follow-up is to be performed to determine the retention rate, proper client-employer match, technical assistance, further job development and counseling required.

B. Method to be used:

Post-training follow-up will be conducted in accordance with the activities set out in the agency's proposal, which activities are hereby incorporated by reference.

C. Length of Time:

Follow-up services are to be provided for one year (12 months) after participant exits from program.



ATTACHMENT B



**DECLARATION OF COMPLIANCE - LIVING WAGE ORDINANCE**

The Oakland Living Wage Ordinance (the "Ordinance"). Codified as Oakland Municipal Code provides that certain employers under contracts for the furnishing of services to or for the City that involve an expenditure equal to or greater than \$25,000 and certain recipients of City financial assistance that involve receipt of financial assistance equal to or greater than \$100,000 shall pay a prescribed minimum level of compensation to their employees for the time their employees work on City of Oakland contracts. The Redevelopment Agency of the City of Oakland adopted the City's Living Wage policy as its own policy Agency Resolution No. 98-13 C.M.S.

The contractor or city financial assistance recipient (CFAR) further agrees:

To pay employees a wage no less than the minimum initial compensation of \$9.58 per hour with health benefits, as described in Section 3-C "Health Benefits" of the Ordinance, or otherwise \$11.02 per hour, and to provide for the annual increase pursuant to Section 3-A "Wages" of the Ordinance. (Effective July 1, 2006 the new rates will be \$10.07 per hour with health and \$11.39 per hour without)

- (a) To provide at least twelve compensated days off per year for sick leave, vacation or personal necessity at the employees request, and, at least ten additional days per year of uncompensated time off pursuant to Section 3- B "Compensated Days Off" of the Ordinance.
- (b) To inform employees making less than \$12 per hour of their possible right to the federal Earned Income Credit (EIC) and make available the forms required to secure advance EIC payments from the employer pursuant to Section 5 "Notifying Employees of their Potential Right to the Federal Earned Income Credit" of the Ordinance.
- (c) To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City; and
- (d) Not to retaliate against any employee claiming non-compliance with the provisions of this Ordinance and to comply with federal law prohibiting retaliation for union organizing.

The undersigned authorized representative hereby obligates the proposer to the above stated conditions under penalty of perjury.			
_____ Company Name		_____ Signature of Authorized Representative	
_____ Address		_____ Type or Print Name	
_____ Area Code	_____ Phone	_____ Date	_____ Type or Print Title

## ATTACHMENT B

Item No.	Description	Response	Comments
1.	*How many permanent employees are employed with your company. (If less than 5 employees stop here)		
2.	How many of your permanent employees are paid above the Living Wage rate. (Refer to sub-section "A" for current wage rate)		
	How many of your permanent employees are paid below the Living Wage rate. (Refer to sub-section "A" for current wage rate)		
3.	Number of compensated days off per employee (Refer to subsection "B" on the other side of the form for the correct number of compensated days off.		
4.	Number of trainees in your company?		
5.	Number of employees who are under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.		

Revision Date: 7/20/00

This form is to be completed by the contractor/CFAR and subcontractors and should be accompanied with the contract, proposal, and/or submittal.

Rev.: 3/29/2002

## Attachment C Section 19 WIA Subgrant Agreement

### 19. Intellectual Property Provisions

#### a). Federal Funding

In any subgrant funded in whole or in part by the federal government, Subgrantor may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the subgrant, except as provided in 37 Code of Federal Regulations part 401.14. However, pursuant to 29 CFR section 97.34 the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

#### b). Ownership

(1). Except where Subgrantor has agreed in a signed writing to accept a license, Subgrantor shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement.

(2). For the purposes of this subgrant agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by Subgrantor, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(a). For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

(3). In the performance of this subgrant agreement, Subgrantee may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this

subgrant agreement. In addition, under this subgrant agreement, Subgrantee may access and utilize certain of Subgrantor's intellectual property in existence prior to the effective date of this subgrant agreement. Except as otherwise set forth herein, Subgrantee shall not use any of Subgrantor's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of Subgrantor. Except as otherwise set forth herein, neither the Subgrantee nor Subgrantor shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this subgrant agreement, Subgrantee accesses any third-party Intellectual Property that is licensed to Subgrantor, Subgrantee agrees to abide by all license and confidentiality restrictions applicable to Subgrantor in the third-party's license agreement.

- (4). Subgrantee agrees to cooperate with Subgrantor in establishing or maintaining Subgrantor's exclusive rights in the Intellectual Property, and in assuring Subgrantor's sole rights against third parties with respect to the Intellectual Property. If the Subgrantee enters into any agreements or subcontracts with other parties in order to perform this subgrant agreement, Subgrantee shall require the terms of the agreements) to include all Intellectual Property provisions of paragraph nineteen a) through nineteen i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to Subgrantor all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, subgrantee or subgrantor and which result directly or indirectly from this subgrant agreement or any subcontract.
- (5). Pursuant to paragraph nineteen (b) (4) of the Intellectual Property Provisions in Exhibit BB to this subgrant agreement, the requirement for the Subgrantee to include all Intellectual Property Provisions of paragraph nineteen a) through nineteen i) of the Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to subgrant agreements or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 663.700-730.
- (6). Subgrantee further agrees to assist and cooperate with Subgrantor in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce Subgrantor's Intellectual Property rights and interests.

c). Retained Rights / License Rights

- (1). Except for Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement, Subgrantee shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this subgrant agreement. Subgrantee hereby grants to Subgrantor, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Subgrantee's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this subgrant, unless Subgrantee assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2). Nothing in this provision shall restrict, limit, or otherwise prevent Subgrantee from using any ideas, concepts, know-how, methodology or techniques related to its

performance under this subgrant agreement, provided that Subgrantee's user does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of Subgrantor or third party, or result in a breach or default of any provisions of paragraph nineteen a) through nineteen i) or result in a breach of any provisions of law relating to confidentiality.

d). Copyright

(1) Subgrantee agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph nineteen (b) (2) (a) of authorship made by or on behalf of Subgrantee in connection with Subgrantee's performance of this subgrant agreement shall be deemed "works made for hire." Subgrantee further agrees that the work of each person utilized by Subgrantee in connection with the performance of this subgrant agreement will be a "work made for hire;" whether that person is an employee of Subgrantee or that person has entered into an agreement with Subgrantee to perform the work. Subgrantee shall enter into a written agreement with any such person that: (i) all work performed for Subgrantee shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to Subgrantor to any work product made, conceived, derived from or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement.

(2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this subgrant agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement may not be reproduced or disseminated without prior written permission from Subgrantor.

e). Patent Rights.

With respect to inventions made by Subgrantee in the performance of this subgrant agreement, which did not result from research and development specifically included in the Subgrant's scope of work, Subgrantee hereby grants to Subgrantor a license as described under paragraph nineteen c) for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the subgrant agreement's scope of work, then Subgrantee agrees to assign to Subgrantor, without addition compensation, all its right, title and interest in and to such inventions and to assist Subgrantor in securing United States and foreign patents with respect thereto,

f). Third-Party Intellectual Property

Except as provided herein, Subgrantee agrees that its performance of this subgrant agreement shall not be dependent upon or include any Intellectual Property of Subgrantee or third party without first: (i) obtaining Subgrantor's prior written approval; and (ii) granting to or obtaining for Subgrantor's, without additional compensation, a license, as described in paragraph nineteen c), for any of Subgrantee's or third-party's Intellectual Property in existence prior to the effective date of this subgrant agreement. If such a license upon these terms is unattainable, and Subgrantor determines that the Intellectual Property should be included in or is required for Subgrantee's performance of this subgrant agreement, Subgrantee shall obtain a license under terms acceptable to Subgrantor.

g). Warranties

(1). Subgrantee represents and warrants that:

- (a). It has secured and will secure all rights and licenses necessary for its performance of this subgrant agreement.
- (b). Neither Subgrantee's performance of this subgrant agreement, nor the exercise by either Party of the rights granted in this subgrant agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by Subgrantee.
- (c). Neither Subgrantee's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (d). It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors.
- (e). *Of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.*
- (f). It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to Subgrantor in this subgrant agreement.
- (g). It has appropriate systems and controls in place to ensure that state and federal funds will not be used in the performance of this subgrant agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- (h). It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Subgrantee's performance of this subgrant agreement.

(2). SUBGRANTOR MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS SUBGRANT AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

h). Intellectual Property Indemnity

- (1). Subgrantee shall indemnify, defend and hold harmless Subgrantor and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related



thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not Subgrantee is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Subgrantee pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of Subgrantor's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this subgrant agreement. Subgrantor reserves the right to participate in and/or control, at Subgrantee's expense, any such infringement action brought against Subgrantor.

- (2). Should any Intellectual Property licensed by the Subgrantee to Subgrantor under this subgrant agreement become the subject of an Intellectual Property infringement claim, Subgrantee will exercise its authority reasonably and in good faith to preserve Subgrantor's right to use the licensed Intellectual Property in accordance with this subgrant agreement at no expense to Subgrantor. Subgrantor shall have the right to monitor and appear through its own counsel (at Subgrantee's expense) in any such claim or action. In the defense or settlement of the claim, Subgrantee may obtain the right for Subgrantor to continue using the licensed Intellectual Property or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, Subgrantor may be entitled to a refund of all monies paid under this subgrant agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3). Subgrantee agrees that damages alone would be inadequate to compensate Subgrantor for breach of any term of these Intellectual Property provisions of paragraph nineteen a) through nineteen i) by Subgrantee. Subgrantee acknowledges Subgrantor would suffer irreparable harm in the event of such breach and agrees Subgrantor shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

i). Survival

The provisions set forth herein shall survive any termination or expiration of this subgrant agreement or any project schedule.

LAO FAMILY COMMUNITY DEVELOPMENT, INC.  
AFFILIATE ONE-STOP CENTER/WIA PROGRAM

Contract Period: 7/1/06 - 6/30/07

Budget Amount \$200,000

**OPERATING BUDGET**

PERSONNEL:	Time	Description	Budget
CEO President	20%	(7,524.56 X 20% X 12ms)=	\$ 18,059
Executive Director	10%	(6,500 X 10% X 12ms)=	7,800
Project Director	30%	(4,265.83 X 30% X 12ms)=	15,357
Job Counselor/Job Developer	100%	(2,756.25 X 12ms) =	33,075
Job Counselor/Job Developer	30%	(3,235.68 X 30% X 12ms) =	11,648
Job Counselor/Job Developer	50%	(2,604.65 X 50% X 12ms) =	15,626
Emp. Dept. Recep./Counselor	30%	(2,500 X 30% X 12ms) =	9,000
Accounting Manager	10%	(4,914.12 X 10% X 12ms)=	5,897
Assistant Bookkeeper	10%	(2,756.25 X 10% X 12ms)=	3,307
		<b>Total Salary:</b>	<b>\$ 119,769</b>
Benefits	28%	Budget 28% of total salary for payroll tax, Work comp., Dental, Kaiser Health Plan, Pension Plan and Group Life Insurance.	\$ 33,535
<b>Total Personnel:</b>			<b>\$ 153,304</b>
<b>OPERATING:</b>			
Advertisement Expenses		\$2,000 for Vietnamese, Spanish and English Newspapers.	\$ 2,000
Education Material & Supplies		\$2,400 for Education Books and Materials	2,400
Office Supplies		\$3,769 for office supplies uses	3,796
Contract Consultant		Budget \$1,500 for contract consultant and evaluator.	1,500
Special Events and Activities		\$2,400 for special events, promotions and community picnic.	2,400
Staff Training		\$2,400 for staff development, customer services and other training.	2,400
Travel		\$300/m for reimbursement staff traveling at .25 cent/mile.	3,600
Rent		\$900/m renting office space and computer room.	10,800
Utilities		\$300/m time 12m for Utilities bills	3,600
Telephone, Fax & Internet		\$300/m time 12m for Telephone bills	3,600
Insurance		Budget \$1,000 for 12 months	1,000
Printing		\$3,600 for the flyers, educational outside printing and leasing a copy machine.	3,600
Janitorial		\$200/m for sharing a janitorial services	2,400
Equipment/Maintenance		Budgeted \$300/m for Equipments, Computer Technology, maintenance and repair.	3,600
<b>Total Operating:</b>			<b>\$ 46,696</b>
<b>TOTAL BUDGET (12 months)</b>			<b>\$ 200,000</b>

WORKFORCE INVESTMENT ACT ("WIA")

Contract #: 06-Y-01

Modification #1

Funding: Title I Youth

Oakland Private Industry Council, Inc., ("Oakland PIC"), as One-Stop System Administrator for the Oakland Workforce Investment Board ("Oakland WIB")

AGREEMENT made by and between:

Oakland Private Industry Council, Inc. ("Oakland PIC") 1212 Broadway, Suite 300 Oakland, CA 94612  Contact: Pedro Toledo Phone: (510) 768-4418	Alameda County Health Care Foundation Model Neighborhood Program 1411 East 31 <sup>st</sup> Street Oakland, CA 94602  Contact: Cherlyn L. Spencer Phone: (510) 437-8365
------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

The parties execute this Contract according to the terms specified below:

1. Modification Term

Contract Period: July 1, 2006 through June 30, 2008  
 Effective Date: July 1, 2007  
 Performance period: July 1, 2007 through June 30, 2008

2. Type of Contract

The State funds available and allocated under the WIA that are hereby obligated by the Oakland PIC are to be paid according to the applicable regulations and rules governing Performance-Based Contracts for 2006/07 program activities. Supportive Services and Wages are to be paid on a cost-reimbursement basis.

3. Obligations for the Period July 1, 2007 through June 30, 2008

Carried Over Program Funds from performance period 06-07	\$3,654.59
Carried Over Wages and Support Services funds for participants enrolled in Program Year 06-07	\$5,564.07

Program Funds intended for performance period 07-08	\$30,860.00
Wages and Support Services funds intended for participants enrolled in Program Year 07-08	\$25,470.18
<b>Total</b>	<b>65,548.84</b>

Number of In-School Participants carried over from performance period 06-07	11
Number of new In-School Participants to be enrolled during performance period 07-08	13
<b>Total number of participants to be served during 2007-08</b>	<b>24</b>

**Note:** Contractor must keep track of all wages, stipends and supportive services expenditures separately. Over-expenditures that may occur will not be covered during the course of the Program Year. In addition, please note that all childcare is provided through Bananas (an

Oakland PIC independent contractor) by purchase order submitted to the PIC's Procurement & Contracts Administrator. Transportation expenses will only be reimbursed if the proper back-up documentation is provided. All client files must reflect services provided.

4. Purpose of Modification

- a. To modify the performance period
- b. To clearly identify the amounts available from the prior performance period (2006-07) as well as the total number of participants to be served (i.e., carried over from previous years plus those enrolled during the current performance period).
- c. The total amount of funding under this Agreement has also been updated in Section 10.3 "Funding Allowances By Category/Expenditure Tracking."
- d. All other terms and conditions remain the same.

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

*RST*  
Oakland Private Industry Council, Inc.

By: 

Gay Plair Cobb  
Chief Executive Officer

By: 

AGREEMENT made by and between:

<p>Oakland Private Industry Council, Inc. ("Oakland PIC") as System Administrator for the Oakland Workforce Investment Board ("WIB") 1212 Broadway, Suite 300 Oakland, CA 94612 Contact: Pedro Toledo Phone: (510) 768-4418</p>	<p>Alameda County Health Care Foundation 1411 East 31<sup>st</sup> Street Oakland, CA 94602  Contact: Cherlyn L. Spencer Phone: (510) 437-8365</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------

The parties execute this Contract according to the terms specified below:

1. Contract Term

Contract Period: July 1, 2006 through June 30, 2008  
 Effective Date: July 1, 2006  
 Performance period: July 1, 2006 through June 30, 2007

2. Type of Contract

The State funds available and allocated under the WIA that are hereby obligated by the Oakland PIC are to be paid according to the applicable regulations and rules governing Performance-Based Contracts for 2006/07 program activities. Supportive Services and Wages are to be paid on a cost-reimbursement basis.

3. Obligation during performance period

Program Funds (including Follow-Up Services): \$ 30,860.00  
 Participant Wages, Stipends and Supportive Services: \$ 25,470.00  
 Total: \$ 56,330.00


Number of Participants - In School 13

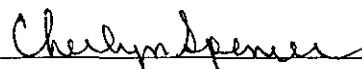

**Note:** Contractor must keep track of all wages, stipends and supportive services expenditures separately. Over-expenditures that may occur will not be covered during the course of the Program Year. In addition, please note that all childcare is provided through Bananas (an Oakland PIC independent contractor) by purchase order submitted to the PIC's Procurement & Contracts Administrator. Transportation expenses will only be reimbursed if the proper back-up documentation is provided. All client files must reflect services provided.

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

OAKLAND PRIVATE INDUSTRY COUNCIL, INC.

CONTRACTOR

By:   
 Gay Plair Cobb  
 Chief Executive Officer

By:   
 Title: 

The purpose of this Contract is to set forth the responsibilities of the Alameda County Health Care Foundation (ACHCF) as a Contractor to provide youth employment and training-related services. These services are contracted by the Oakland Private Industry Council, Inc. ("Oakland PIC"), as the agent for the Oakland Workforce Investment Board ("WIB"), and pursuant to the Workforce Investment Act ("WIA").

## 1.0 GENERAL TERMS AND CONDITIONS

The Contractor, for and in consideration of all covenants, conditions, and stipulations contained in this Contract, agrees to the following:

- 1.1 This contract, with its attached exhibits embodies the entire agreement between the Oakland PIC and the Contractor. The parties to this contract shall not be bound by nor be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not stated herein. No changes, amendments, or modifications of any of the terms and conditions stated herein shall be valid unless reduced to writing and signed by both parties, except as stated in provision number 4.2 of this contract.

This contract is authorized under the federal Workforce Investment Act (i.e., WIA or Public Law 105-220 at 29 USC 2801 et seq.), its regulations (i.e., at 20 CFR Part 652 et al.), the State of California's implementing legislation in its Government and Unemployment Insurance Codes, the Living Wage Ordinance of the Oakland Municipal Code, and all other federal, state, and local laws cited in them and this contract.

Should any part, term, or provision of this contract be decided by a court to be illegal or in conflict with federal, state, or local law, the validity of the remaining portions and provisions of this contract shall not be affected thereby.

- 1.2 Any liabilities or disputes as may arise under this Agreement are between the parties to it; and neither the federal government represented by the U.S. Department of Labor, nor the State of California is a party to this Agreement, and no legal liability on the part of any of them is implied under the terms of this Agreement.
- 1.3 The Contractor shall indemnify, defend and hold harmless, the Oakland PIC/ Oakland WIB and the City of Oakland, and their officers, agents and employees, from any and all liabilities and claims of any nature or damages of any character whatsoever, including death, sickness or injury to persons or property from any cause whatsoever arising from or connected with the operations or services of the Contractor, resulting from the conduct, negligent or otherwise, in whole or in part, of the Contractor, its agents, representatives, or employees to the extent permitted by law.
- 1.4 The Contractor, and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Oakland PIC/ Oakland WIB, or the City of Oakland.
- 1.5 Contractor shall provide access to the Oakland PIC, Oakland WIB, the City of Oakland, the State of California and the U.S. Department of Labor, and their authorized

representatives, to financial records, supporting documents, statistical records and all other records pertinent to this Agreement for the purpose of making audits, exams, excerpts and transcription, at all times that the grant is in force and for a period of three (3) years thereafter, and pursuant to the use of WIA funds. Such records must be retained for that same period or until notified by the Oakland PIC/Oakland WIB/City of Oakland that there is no further need for retention.

1.6 Grievance

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

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

1.8 CITY OF OAKLAND LIVING WAGE ORDINANCE

Pursuant to the "Rules and Regulations for Implementation of the Living Wage Ordinance for the City of Oakland and the Redevelopment Agency of the City of Oakland": This Contract is subject to the Living Wage Ordinance of the Oakland Municipal Code and its implementing regulations if it is for an amount of \$25,000 or more, or if it is amended to increase the Contract amount by \$25,000 in any twelve-month period thereafter. The Ordinance requires among other things, submission of the Declaration of Compliance attached and incorporated herein as Attachment D and made part of this Contract. **Note: Attachment D should be completed and returned to the Oakland PIC no later than one week after signing this Contract.** In addition, unless specific exemptions apply or a waiver is granted, the Contractor shall provide the following to its employees who perform services under or related to this Contract:

- a. Minimum Compensation - Said employees shall be paid an initial hourly wage rate of \$10.07 with health benefits or \$11.58 without health benefits. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor.
- b. Health Benefits - Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.25 per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than thirty-(30) days after execution of the contract or receipt of City financial assistance.
- c. Compensated Days Off - Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request

and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.

- d. Federal Earned Income Credit (EIC) - Contractor shall inform said employees who earn less than \$12.00 per hour that he or she may be eligible for EIC and shall provide forms to apply for advance EIC payments to eligible employees.
- e. Contractor shall provide to all employees and to the City of Oakland's Office of Contract Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include information set forth in Sections (a) through (d) above.
- f. Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within thirty-(30) days of employment under this Contract.
- g. Reporting - Contractor shall maintain a listing of the name, address, date of hire, occupation classification, rate of pay and benefits paid for each of its employees and submit a copy of the list to City of Oakland's Contract Compliance by March 31, June 30, September 30, and December 31 of each year during the applicable compliance period. Failure to provide this list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. **Any fine imposed must be paid from non-WIA funds.** Covered contractors, and CFARs shall maintain payrolls for all employees and basic records relating thereto and shall preserve them for a period of at least four (4) years after expiration of the compliance period.
- h. Contractor shall require subcontractors that provide services under or related to this Contract to comply with the above Living Wage provisions. Subcontractor shall include the same or similar provisions as those set forth in Sections (a) through (g) above in its subcontracts. Copies of said subcontracts shall be submitted to the City of Oakland's Office of Contract Compliance.

Furthermore, Contractor shall include the above requirements in its subcontracts for services related to this Contract.



## 2.0 INSURANCE COVERAGE

Contractor agrees, during the term of this Contract (including any extensions), to keep in effect its self-insured or other insurance policies as required by law; and to provide coverage, as applicable, that may be required by the performance of the Contract in the following minimum requirements:

- 2.1 Workers' Compensation in accordance with the provisions of Section 3700 of the State of California Labor Code; or, if Workers Compensation is not applicable, Medical and Accident insurance in the amount of one million dollars (\$1,000,000), for injury or disease resulting from an individual's participation in any activity;
- 2.2 General Liability Coverage in the amount of one million dollars (\$1,000,000) including, but not limited to, accident coverage on an "occurrence" basis and coverage of both personal injury and bodily injury. Such coverage will provide that no other insurance in which the Oakland PIC or Oakland WIB/City of Oakland is a covered party will be called upon to contribute to a loss. Contractor shall name the Oakland PIC, Oakland WIB/City of Oakland, their officers, employees and agents as additional insured under the policy.
- 2.3 If Contractor uses vehicles in the performance of this contract, Contractor will provide evidence of Auto Liability Coverage in the amount of one million dollars (\$1,000,000).

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

## 3.0 FUND AVAILABILITY

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

## 4.0 MODIFICATION AND TERMINATION

- 4.1 This Contract may be modified or terminated prior to its completion date by agreement of both parties as indicated by a mutually signed modification document
- 4.2 The Oakland PIC may terminate this Agreement and be relieved of payment of consideration should Contractor fail to perform the duties of this Agreement at the time and manner provided or fail to comply with any requirement of the WIA, or with local policy. Additionally, the Oakland PIC may unilaterally and immediately terminate this

Agreement and be relieved of payment if: Contractor delays execution of a modification beyond ten (10) working days of receipt; or if performance falls significantly under plan, or if, in the Oakland PIC's sole opinion, Contractor grossly mismanages any fiscal and/or programmatic terms and conditions contained in this Agreement. In the event of termination, the Oakland PIC shall notify Contractor ten (10) days in advance in writing of the effective termination date, the reason for the termination of Agreement, and procedures to be used for concluding all activity relating to the Agreement. The Oakland PIC shall not be liable for any new obligations incurred by Contractor after the notice of termination date, nor shall Contractor be permitted to provide services to new participants after the notification date.

- 4.3 All notices of modification or termination shall be in writing and be delivered personally or by deposit in the U.S. Mail postage prepaid, "certified mail, return receipt requested", and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U.S. Postal Service.

Notices to the Contractor will be addressed to:  
Cherlyn L. Spencer  
Executive Director  
Alameda County Health Care Foundation  
1411 East 31<sup>st</sup> Street  
Oakland, CA 94602

Notices to the Oakland Private Industry Council, Inc. will be addressed to:  
Pedro Toledo  
Director of Program and Performance Oversight  
Oakland Private Industry Council, Inc.  
1212 Broadway, Suite 300  
Oakland, CA 94612

## 5.0 ASSIGNMENT

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

## 6.0 REPORTING FRAUD, WASTE ABUSE AND CRIMINAL ACTIVITY

- 6.1 Contractor must not engage in and must advise Oakland PIC directly and immediately of any apparent improper or fraudulent use of WIA funds that comes to Contractor's attention; or of any apparent supplying of misinformation to Oakland PIC, the Oakland WIB, or their representatives. WIA regulations, Title 20 CFR Section 667.505 and 667.630, require that information and complaints involving criminal fraud, waste, abuse or other criminal activity must be reported immediately through the Department of Labor's Incident Reporting System to Office of the Inspector General (OIG), with a copy simultaneously provided the Employment and Training Administration.

- 6.2 WIAD02-3, incorporated by reference and made a part of this Contract, delineates the State-imposed requirements to report all instances of fraud, waste and abuse, and criminal activity to OIG and the Compliance Review Division (CRD) within **one working day** of the detection of the incident.
- 6.3 Further, Contractor shall, in addition to the above reporting, also submit a copy of such report to the Oakland PIC at the same time.

## 7.0 ASSURANCES AND CERTIFICATIONS

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

### Safeguard Against Fraud & Abuse/Statement of Non-Discrimination

- 7.1 Contractor will administer its programs under the WIA in full compliance with safeguards against fraud and abuse as set forth in federal and state regulations, directives and policies.
- 7.2 No portion of Contractor's WIA program will in any way discriminate against, deny benefits to, deny employment to or exclude from participation any persons on the grounds of race, color, sex, sexual orientation, age, handicap, or political/religious affiliation or beliefs; and it will provide services to those most in need of them and most able to benefit from them, including but not limited to, low income persons, disabled individuals, persons facing barriers to employment commonly experienced by older workers, and persons of limited English-speaking ability.
- 7.3 Program activities will be available to all eligible individuals regardless of religious affiliation or non-affiliation. WIA participants shall in no way perform or assist in the performance of activities that are sectarian in nature.
- 7.4 Participation in programs and activities financially assisted in whole or in part under this Act shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the Attorney General to work in the United States.
- 7.5 No individual will be intimidated, threatened, or coerced, or discriminated against because of filing a complaint, furnishing information, or assisting or participating in any manner in an investigation, compliance review, hearing or any other activity related to the administration of WIA.
- 7.6 Contractor has and adheres to established personnel policies with respect to hiring practices, promotion, demotion, leave and holiday practices, termination criteria and disciplinary practice, which reflect the City of Oakland/Oakland WIB and the Oakland PIC policies with regard to equal opportunity employment.

### Administrative Regulations

- 7.7 As applicable, Contractor will comply with applicable administrative provisions of the Department of Labor Federal Regulations (29 CFR part 95 or 29 CFR part 97), and the Office of Management and Budget (OMB) Circulars A-87, A-133 and A-122, as well as applicable state regulations.
- 7.8 Contractor recognizes that all powers not explicitly vested in the Contractor by this Contract remain with the Oakland PIC.

### Confidentiality of Client Files

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

The contractor shall notify the PIC's Information Security Office (or Officer) of any actual or attempted information security incidents within 24 hours of initial detection by telephone at (510) 768-4418. Information security incidents include, but are not limited to, any event (intentional or unintentional) that causes the loss, damage, or destruction or unauthorized access, use, modification, or disclosure of information assets.

The contractor shall cooperate with the PIC and other entities designated by it in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied.

If the contractor detects a breach in the security of the information system (including any paperwork supporting data in the electronic system), which contains confidential data obtained under this contract, then the contractor is required to provide written notification to individuals who may be adversely affected by that breach pursuant to California Civil Code section 1798.82.

### Compliance with Equal Opportunity and Nondiscrimination State and Federal WIA Laws & Regulations

- 7.10 Contractor shall comply with all provisions of state and federal equal opportunity and nondiscrimination laws including, but not limited to:
- The Workforce Investment Act of 1998, Title 188
  - Title VI of the Civil Rights Act of 1964, as amended
  - Title VII of the Civil Rights Act of 1964, as amended
  - The Age Discrimination Act of 1975, as amended
  - Sections 503 and 504 of the Rehabilitation Act of 1973, as amended

- Title IX of the Education Amendments of 1972, as amended
- Title 29 CFR Part 37
- Title 29 CFR Part 32, Nondiscrimination on the Basis of Handicap in programs and activities receiving or benefiting from Federal Financial Assistance
- The Americans with Disabilities Act of 1990, as amended
- Equal Employment Opportunity - Executive Order 11246, as amended by Executive Order 11375, and as supplemented by regulations at 41 CFR part 60
- All promulgating rules and regulations associated with these laws and orders.

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

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

#### Compliance with Relevant Federal (and Appendices), State and Local Laws

7.11 Contractor certifies that Contractor:

- a. Will comply with the Workforce Investment Act (WIA) and all of its promulgating regulation and rules.
- b. Will comply with the Drug Free Workplace Act of 1988.
- c. Is in compliance with all applicable federal, state, and local laws governing work place health and safety conditions, payment of wages, collective bargaining, labor relations, and any other regulations affecting personnel who are mandated by law or legal agreement.
- d. Will comply with all applicable standards, orders or regulations pursuant to the Clean Air Act and Federal Water Pollution Control Act, as amended.
- e. Will comply with all applicable federal, state, and local laws pertaining to copyrights as described in Section 19 of the WIA Sub grant Agreement (Attachment C).

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

#### Conflict of Interest

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

Every reasonable course of action will be taken by the Contractor to maintain the integrity of the expenditure of public funds under this contract and to avoid any favoritism, questionable, or improper conduct. The contract shall be administered in an impartial manner, free from personal, financial, or political gain. The contractor and its employees will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain and due diligence shall be exercised to avoid situations that may give rise to an assertion that favorable treatment is being granted to friends or associates.

No relative by adoption, blood, or marriage of any person authorized by the Contractor to make enrollment or hiring decisions shall be the recipient of favorable treatment from the Contractor.

An employee or policy maker of the Contractor shall not solicit or accept money or any other consideration from a third person for the performance of an act that is reimbursed, in whole or part, by the Contractor. Supplies, materials, equipment, and other services purchased with Contractor funds shall be used solely for purposes authorized under this contract.

In addition to those of the federal Workforce Investment Act, the provisions of sections 1091.2 and 87100 et seq. of California's Government Code apply to all policy makers and employees of the Contractor.

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

7.14 Contracting Agency certifies that:

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

this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing E.O. 12459; and

- f. The prospective recipient of federal assistance funds agrees that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation.

#### State and Federal Lobbying Laws and Regulations

7.15 Contractor will comply as applicable with all provisions of state and federal lobbying laws and regulations pursuant to Section 1352, Title 31 of the U.S. Code, and 34 CFR Part 82. Contractor certifies that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

#### Reporting Requirements

7.16 Contractor will:

- a. Cooperate with requests for reporting and is aware that the Oakland WIB may require the Oakland PIC to provide additional or different reporting requirements. Contractor agrees to assist in modification of reporting templates if it is needed.
- b. Comply with the City of Oakland's Job Training Performance Standards (JTPS) reporting requirements and will submit to the Oakland PIC any and all information as is, or may be, necessary for the Oakland PIC to complete the JTPS template and the Job Training Automation (JTA) system data requirements.

Contractor understands and agrees that the Oakland PIC will withhold any and all payments that would otherwise be due Contractor if Contractor fails to provide any of

the required reporting information to the Oakland PIC or the Oakland WIB/City of Oakland in accordance with the reporting requirements in a timely manner or pursuant to the required reporting schedule for JTPS reporting should such reporting be necessary. Substantial or consistent failure to meet these reporting requirements may result in a fine of \$200 and/or termination of the Contract.

## 8.0 STATEMENT OF WORK PROVISIONS

- 8.1 The terms and definitions cited in the WIA and its regulations are expressly applicable to the work to be performed under this Contract.
- 8.2 Activities conducted by Contractor under this Contract shall include those services listed in the Statement of Work (Attachment A), and shall result in attained performance levels as set forth in the Statement of Work.
- 8.3 Contractor shall accept into its program those participants who are most in need and most able to benefit from services offered. Contractor must, for each participant, perform an objective assessment, create an Individual Service Strategy (ISS), provide preparation for post secondary educational opportunities, and continue to evaluate each participant's progress towards attaining the career objective identified in the ISS. Contractor will also provide retention services for participants in accordance with the WIA/Oakland PIC policies for at least one year after program exit. Progress records and records related to year-round activities for each participant must be maintained according to procedures, standards and forms acceptable to the Oakland PIC.
- 8.4 Contractor must adhere to the following follow-up requirements for at least twelve (12) months as set forth in Section 664.450 of the WIA regulations:
- a. Follow-up services for youth may include:
    - Leadership development and supportive service activities;
    - Regular contact with a youth participant's employer, including assistance in addressing work-related problems that arise;
    - Assistance in securing better paying jobs, career development and further education;
    - *Work-related peer support groups*;
    - Adult mentoring; and
    - Tracking progress of youth in employment after training.
  - b. All youth participants must receive some form of follow-up services for a minimum duration of twelve (12) months. Follow-up services may be provided beyond twelve (12) months at the State or Local Board's discretion. The types of services provided and the duration of services may be determined based on the needs of the individual. The scope of these follow-up services may be less intensive for youth who have only participated in summer youth employment opportunities (WIA Sec.129(c) (2)(I)).
- 8.5 Contractor must maintain all records and follow all procedures, as necessary, in accordance with those set forth by the Oakland PIC in order to:



- a. Ensure appropriate and adequate documenting of any payments made or distributed to participants. In accordance with Oakland PIC policy, it is understood that at no time shall Contractor provide participants with direct cash disbursements (including but not limited to cash for bus or BART tickets) unless expressly authorized to do so.
  - b. Ensure proper submission of invoices in a timely manner to allow the Oakland PIC/City of Oakland to report to the State as required.
  - c. Ensure that all expenses on participant's behalf are properly tracked and specifically cross-referenced in the participant's file as reflected in the case notes for services provided.
- 8.6 Contractor must monitor Contract performance in the manner stated in the Statement of Work, and if requested, will submit to the Oakland PIC a narrative report detailing program progress, any operating difficulties and, if applicable, proposed corrective action.
- Contract will be monitored by Oakland PIC and may be part of monitoring conducted by the City of Oakland, Oakland WIB, the State or the Department of Labor in accordance with policies of those entities.
- 8.7 Contractor's performance will be measured by the following indicators as set forth in Section 666.100 of the WIA regulations:
- a. For youth ages 14-18:
    - Attainment of basic skills goals, and, as appropriate, work readiness or occupational skills goals;
    - Attainment of secondary school diplomas and their recognized equivalents; and
    - Placement and retention in postsecondary education, advanced training, military service, employment, or qualified apprenticeships.
  - b. For youth ages 19-21:
    - Entry into unsubsidized employment;
    - Retention in unsubsidized employment six (6) months after entry into the employment;
    - Earnings received in unsubsidized employment six (6) months after entry into the employment; and
    - Attainment of a recognized credential related to achievement of educational skills (such as a secondary school diploma or its recognized equivalent), or occupational skills, by participants who enter post-secondary education, advanced training or unsubsidized employment.
  - c. Contractor must submit all participant goals and relevant forms within thirty- (30) days of enrolling a client in the WIA youth program.
- 8.8 Contractor must actively cooperate with all requests for information and shall provide the Oakland PIC and the City of Oakland with access to such facilities and records as are necessary to establish Contractor's compliance within the terms of this Contract. Contractor shall attend all meetings or sessions scheduled by the Oakland PIC for training on contractual-related matters or program matters. Should Contractor after reasonable

notice fail to attend a meeting designated by the Oakland PIC as mandatory, the Oakland PIC may, at its sole discretion, impose a fine up to \$200 per unattended meeting. Any fine imposed must be paid from non-WIA funds.

## 9.0 CONTRACT PAYMENT PROVISIONS

Further explanations and/or modifications of the budget may be required, and payments to Contractor shall be contingent upon the satisfactory submission of these items to the Oakland PIC.

### Fiscal Control and Accountability

- 9.1 All indirect costs to the Contract, if applicable, shall be supported by documents that indicate current approval by a cognizant federal/state agency and be received and approved by the Oakland PIC. These documents shall detail the rate calculation method and the method by which the rate is applied to WIA funds. In the absence of an approved indirect cost rate, a current, Oakland PIC-approved, cost allocation plan with full explanation of revenues and prorated costs must be filed with Oakland PIC prior to the receipt of any WIA funds under this Contract.
- 9.2 If applicable, Contractor must adhere to all federal, state, and local laws with respect to payment of employees, and maintain full and adequate documentation of employee payroll, work time and attendance, leave and vacation time; and, where staff time is allocated to different cost categories of contracts or funds, documentation shall be maintained to show prorated time. Oakland PIC reserves the right to establish maximum amounts that may be expended for staff salaries funded under the Contract.
- 9.3 Contractor shall confine expenditures to funds negotiated and allocated to applicable cost categories and program activities designated in the Contract or modification. Costs incurred before or after the stated period of performance will not be reimbursed and are the sole responsibility of the Contractor. In no event shall Oakland PIC be liable for expenditures in excess of the amount and rate allowed in any cost category applicable to the Contract or for any amount in excess of that obligated by the Oakland PIC as set forth on the Title Page of this Contract or any modification.
- The Contractor shall inform Oakland PIC in writing and in advance of any application for, or receipt of, additional funding which will have a significant effect upon the quality or cost for providing training under this Contract.
- 9.4 Accrued Annual Sick Leave shall be taken prior to Contract completion if WIA payment to staff is carried forward. Where personnel policies allow payment of unused annual and sick leave to terminating employees, this policy shall apply to terminating WIA staff. Costs to implement this provision are included in the approved Contract Budget and no funds will be added at a later time for this purpose.
- 9.5 Contractor must keep Contract benchmark achievements and payments under continuous review, and must document each benchmark attempted and/or achieved in the participant's Individual Service Strategy. When Contractor activities under this Contract fall

significantly under plan, Oakland PIC reserves the right to unilaterally deobligate funds and amend the Contract accordingly.

- 9.6 All revenues and expenditures under this Contract must be accounted for separately.
- 9.7 Contractor's performance under this Contract will be monitored regularly and measured against performance standards set forth. The Oakland PIC will perform scheduled and unscheduled monitoring. If monitoring reports reflect that programmatic and/or fiscal improvements or changes are required, Oakland PIC will require corrective action plans or budget modifications, and, as necessary, this Contract will be so amended. Contractor understands that budgets submitted must be in accordance with performance-based achievements based on reasonable and necessary costs to achieve each benchmark. Performance-based payments shall be based on clearly established benchmark payments that can be justified to the Oakland WIB, the State, and Department of Labor.

Cost reimbursement payments for supportive services, wages and other approved training related expenses must be based on actual costs and comply with all cost reimbursement rules. Additionally, the tracking of supportive service costs and all training expenditures must be accurately reflected in the case notes of each file.

- 9.8 Every officer, director, agent or employee who is authorized to receive or deposit funds, issue checks or other instruments or payment for program costs incurred shall be covered by a blanket position bond.
- 9.9 Unearned payments under this Contract may be suspended or terminated upon refusal to accept any conditions that may be imposed by the Department of Labor, the State of California, the City of Oakland, the Oakland WIB and/or Oakland PIC at any time.
- 9.10 Contractor shall maintain accounting systems which are in accordance with generally accepted accounting practices and are in accordance with the Financial Management System described in the U. S. Department of Labor, Office of Management and Budget, Circular 102 and, where applicable, state circulars, containing all information related to the audit of contracts.
- 9.11 All payment of WIA funds must be earned and payment of funds in excess of all terms and conditions of this Contract pursuant to the benchmark achievement and payment schedules shall be refunded to Oakland PIC within ten (10) working days of the contract termination date.
- 9.12 If applicable, lease or rental of properties and/or equipment, upon approval by Oakland PIC and/or the State of California, will be the Contractor's responsibility, if applicable.
- 9.13 Equipment purchased with WIA funds having an acquisition cost of five thousand dollars (\$5,000) or more must be placed in a separate inventory log maintained for all WIA equipment. Any movement from one location to another or any other disposition of inventoried equipment requires prior written approval by Oakland PIC. Any item not recalled by Oakland PIC at conclusion of the Contract is the responsibility of the Contractor and must be safeguarded against loss or damage at all times. All equipment purchased with WIA funds must be approved by Oakland PIC in advance of purchase in

accordance with the terms and conditions of this Contract and remain the property of WIA.

- 9.14 Contractor shall comply with all financial management and fiscal procedures prescribed by WIA, the Department of Labor, State of California, Oakland WIB and Oakland PIC including audit and contract closeout procedures, performance-based payments, and reimbursement of costs.
- 9.15 Although Contract performance may have been accepted and reimbursement of costs or benchmark payments made in consideration of claims or achievements, any cost disallowance subsequently discovered through audit, closeout, or any other process, shall be reimbursed by Contractor to Oakland PIC within thirty (30) calendar days of notice.

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

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

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

In accordance with Section 627.480 of the Code of Federal Regulations, commercial organizations that receive \$25,000 or more in Federal financial assistance to operate a WIA program shall have an audit performed.

- 9.17 Documentation:

All contractors must retain in their files documentation sufficient to verify any claims for reimbursement of costs incurred and to verify payment for benchmark achievements. The Oakland PIC will determine on a case-by-case basis, what documents each Contractor must submit to support monthly invoices. All invoice payments are subject to verification of JTA information submitted to Oakland PIC prior to verification visit.

Examples of underlying documents include:

- a. Certificates, attendance records, etc.
- b. WAGES:
  - Time sheets showing total hours worked and hours worked on the Contract
  - Timesheets signed by employee and supervisor
  - Payroll records

- Fringe benefits
- Payroll tax deposits, coupons and receipts
- Invoices for health benefits indicating date of payment and check number
- Fringe benefit rate per employee, subject to approval by Oakland PIC

c. OTHER:

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

9.18 All obligations incurred in the performance of this Contract must be reported to the Oakland PIC within thirty- (30) days following termination of this Contract in order to be binding upon the Oakland PIC for reimbursement. Any obligations not reported within the thirty-day period will be the sole responsibility of the Contractor.

10.0 PERFORMANCE-BASED CONTRACTING PROVISIONS

One hundred percent (100%) of Contract for program services is performance-based and will be paid in accordance with the performance benchmark chart attached as Attachment B in this Contract.

10.1 Monitoring and Invoicing

a. Performance Based Monitoring/Invoice Verification:

All invoiced performance benchmarks accomplishments will be verified using the Job Training Automation System (JTA). In addition, as needed, Program Monitors will visit Contractor's site to review, verify and approve required back-up documentation (such as case notes, certificates, attendance records, etc.) for all activities performed and being invoiced. All invoice payment approvals will be based primarily on verification of JTA information submitted to the Oakland PIC.

b. Compliance Monitoring:

In addition to invoice verification visits and periodic technical assistance sessions (as necessary), Contractor will be monitored up to twice yearly for overall programmatic functions and/or activities and is subject to additional monitoring should it become necessary to ensure performance under or adherence to WIA regulations and this contract.

10.2 Oakland PIC MIS Reporting Requirements:

Contractor shall submit all WIA forms and JTA-related information such as enrollment, placement, goal or activity forms, exit, follow-up forms and other necessary items to document client activity in the program to the Oakland PIC **no later than Friday of the second week of every month.**

Contractor understands and agrees that the Oakland PIC will withhold any and all payments that would otherwise be due Contractor if Contractor fails to provide any of the required JTA-related information to the Oakland PIC or the City in accordance with the

Schedule set forth above. Substantial or consistent failure to meet these reporting requirements may result in termination of the Contract

### 10.3 Funding Allowances By Category/Expenditure Tracking

#### a. Wages, Stipends and Supportive Services

A total of \$25,470.00 has been allocated for supportive services and wages for the period July 1, 2006 through June 30, 2007, and may be used for:

- Supportive services, stipends and wages for clients enrolled between July 1, 2006 and June 30, 2007 active during this period, or who continue being served after the end of the period. Contractors must track these expenditures separately so as to ensure that no overspending occurs, and to establish a mechanism for estimating and securing future funding that is adequate for youth in this and future years.

#### b. Over Enrollments

The Oakland PIC recognizes the possibility that some enrollees may drop out of the program. Therefore, the Oakland PIC will allow contractors to "substitute" benchmark payments for an enrollee who has dropped out with those for an enrollee for whom benchmark payments had not been available since they had been considered an "over-enrolled" client. This substitution may only occur if it would result in NO double payment for service, no service to a regularly enrolled client is compromised, and the total budget is not exceeded. Contractor may access supportive service and wage funds for the "over-enrolled" clients so long as all regularly enrolled clients' services are not compromised and Contractor's total supportive services, stipends and wage budget is not exceeded.

#### c. Tracking and Documentation

Contractor is responsible for tracking and documenting each funding category expenditure separately. Each expenditure must match the category of funding with verification that the funds were spent on that allowable category. Contractor must keep track of which clients are being served and all benchmark payments for services to those clients, with a list of "over-enrolled" that may be substituted in (for benchmark payments) if a regularly enrolled 06/07 client drops out; wages and supportive services funds for each enrolled client within the sub categories for wages and supportive services. All supportive services and wage funding spent on clients MUST be recorded and incorporated into the client's file and be referenced in the case notes.

ATTACHMENT A  
STATEMENT OF WORK

1. PROGRAM NARRATIVE

A. Description of Program Services:

The Model Neighborhood Program (MNP) seeks to make an impact on the disparities in health by increasing the number of under represented minorities (URM) in the health professions in the San Francisco Bay Area by providing youth with the tools needed to successfully pursue a career in Health Care and to make healthy choices. Severe shortages remain in the numbers of URM in the health care workforce including nursing, radiology and clinical laboratory. While many programs target high school youth, MNP begins at middle school because many URM's in inner city schools begin to seriously lag behind academically in middle school and some start to dropout of school in the 9<sup>th</sup> grade. By maintaining a relationship with these youth through their transition to high school, MNP expands the overall pool of URM's that complete high school, college and pursue a health profession.

B. Local Workforce Investment Area Performance Goals [pursuant to WIA regulations, Section 666.100(a)(3)]:

The following performance measures were established by the State and adopted by the local WIB as a measuring tool for program performance. All contracts will be modified if and when the State or local WIB makes changes to these levels and contractors will be subject to those changes.

1) Core Performance Measures:

Please note that this is an estimate of the performance measure goals set by the State for 06/07 Program Year and are subject to change if new guidelines are established at the State level and/or if the local WIB increases these performance levels. Although the state will be reporting on the Common Measures, to date, the local areas are only accountable for the existing performance measures.

a) Older Youth ages 19-21

- Entry into Unsubsidized Employment  
(Rate for all participants except those who enter post-secondary education or advanced training): 65.4%
- Employment Retention Rate  
(For all participants placed): 72.9%
- Average Earnings Gain  
(For group of all participants placed): \$3,100
- Credential Attainment Rate  
(For all participants): 38%

b) Younger Youth ages 14-18

- Skill Attainment Rate  
(For all participants): 77.7%
- Diploma or Equivalent Rate  
(For all participants not returning

to secondary school): 66.0%  
- Retention Rate  
(For all participants): 50%

C. Training Design

1) Technical Description of Training

Training will be provided in accordance with the training descriptions and curricula contained in the Contractor's Proposal and any amendments that are on file with Oakland PIC and expressly made a part of this Contract.

2) Training Schedule - Days, Time/Hours of Operation:

Monday through Friday, from 4pm to 6 pm, except Wednesday from 3-5pm

The program will be closed on the following holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Presidents' Day
Veterans' Day	Admission Day
Memorial Day	Thanksgiving Day & day after
Independence Day	Winter Holiday
All School Holidays including Thanksgiving Break, Winter Break and Spring Break, Cesar Chavez Day and other School Holidays	

3) Program Schedule/Length of Training:

First Enrollment Date: September 19, 2006  
Last Date of Enrollment: March 26, 2007

Note: Special requests may be made to extend this date; however, prior approval from the Oakland PIC is required.

Minimum Length of Training: 12 weeks  
Maximum Length of Training: 1 year  
Office Hours for Staff: M-F 10 a.m.-6:30 p.m. except W 9-5:30

2. PARTICIPANT CRITERIA

Participant Entry Requirements: Must meet the criteria for participation set forth in the WIA and its regulations.

3. RECRUITMENT AND ORIENTATION

A. Recruitment

Outreach and recruitment begins in 7<sup>th</sup> grade when students are introduced to the program through school-based Health Education Sessions. All 8th grade students at participating schools attend an informational session about the Health Career Training Internship at the onset of the academic year in their science classes and are invited to submit an application including (1) an essay expressing interest in the health/medical field and how they would benefit from such a program, (2) parental consent, (3) teacher recommendation, and (4) proof of immunizations. Grades are used for record keeping and to ensure that a variety of levels of achievement are represented.



Students may submit their applications in their native languages. Spanish applications/program descriptions are available to all students. Students who are absent may still apply. Applications are left with science teachers, counselors and school service coordinators. All students are from low or moderate/low income families. MNP has also had great success through word of mouth referrals by current enrollees to friends. Since some of the students have a hard time with the application process, students are also selected with incomplete applications. Application skills are then focused on for the individuals once they are enrolled in the program. Male students pose a particular retention challenge. To retain our male participants, we are flexible in our scheduling which allows students to participate in sports and the internship.

#### B. Orientation

The Program Manager, Youth Development Coordinator and Outreach Coordinator are responsible for intake of students at each orientation. Orientations take place 4 times per year (each 12 weeks) at Highland Hospital. Students and parents attend the orientation and bus passes are given to each participant. For the first week of internship, students attend training, which includes required Health Screening to ensure the health and safety of participants and APMC patients are met. During orientation students are instructed on the security and safety plan of the facility, including emergency and safety procedures, disaster plan, infection control, and patient confidentiality (HIPAA). Students complete initial assessments to gauge the individual services/needs of each student.

#### 4. ASSESSMENT

Student applications include copies of their academic grades at the time of enrollment. Academic records are collected throughout their internship. Hospital knowledge assessments are completed during the orientation week and delivered again towards the end of the internship to measure improvement. Students receive progress reports each six weeks to give feedback on skills being learned during the internship.

#### 5. INDIVIDUAL SERVICE STRATEGY (ISS)

Each participant will work directly with a counselor to develop an ISS that will be in full accordance with the WIA, its regulations, and the Oakland PIC's ISS requirements.

#### 6. CERTIFICATION

The Contractor will be responsible for the collection of eligibility documentation, completion of all WIA enrollment forms and the scheduling of meeting with Oakland PIC Program Eligibility Specialists for eligibility determination and enrollment authorization. It is agreed that any costs of expenses incurred for training and services provided before the authorized enrollment date will not be paid.

#### 7. PLACEMENT VERIFICATION

Contractor will be responsible for the verification of all placements. The following are acceptable employment verification methods:

A. Copy of participant's paycheck stub; or

B. Letter on employer's stationary verifying employment of participant.

C. In the case that neither of the above can be obtained, a letter from the Contractor showing they have verified placement (signed by the verifying party), and the date of verification. In

addition, each Contractor must provide written documentation stating why (A) and (B) were not possible.

8. PARTICIPANT FOLLOW-UP

WIA section 129(c)(2)(I) requires, as part of program elements, "followup services for not less than 12 months after the completion of participation, as appropriate."

A. Purpose

Follow-up is to be performed to assist participants in affirming their program goals, proper client employer match, technical assistance, further job development and counseling. In the process, follow-up helps determine the retention rate, attainment of diplomas or certifications and other achievements with State performance-related value.

B. Method to be used

Post-exit follow-up will be conducted on a year-round basis in accordance with the activities set out in the Contractor's proposal, which activities are hereby incorporated by reference.

MNP is designed with long-term services in mind to maintain a 4-5 year relationship with each intern participant. By focusing on relationship building with each individual and family, MNP has had good success in providing follow-up services. Follow-up services including tutoring, volunteering opportunities, weekly guest presentations designed for and by previous interns. Each student receives the newsletter created for and by current/former interns. Periodic emails and phone calls assist in the delivery of youth job announcements and information. Students also drop by for resume assistance, references, referrals and application guidance. By creating an initial strong relationship, students are encouraged to continue to seek guidance from our program, staff and mentors over a long period of time. MNP is also connected to area colleges and recruits college volunteers (many of whom have participated in our program).



**Attachment C**  
**Section 19 WIA Subgrant Agreement**

19. Intellectual Property Provisions

a). Federal Funding

In any subgrant funded in whole or in part by the federal government, Subgrantor may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the subgrant, except as provided in 37 Code of Federal Regulations part 401.14. However, pursuant to 29 CFR section 97.34 the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

b). Ownership

- (1). Except where Subgrantor has agreed in a signed writing to accept a license, Subgrantor shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement.
- (2). For the purposes of this subgrant agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by Subgrantor, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
  - (a). For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.
- (3). In the performance of this subgrant agreement, Subgrantee may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this

subgrant agreement. In addition, under this subgrant agreement, Subgrantee may access and utilize certain of Subgrantor's intellectual property in existence prior to the effective date of this subgrant agreement. Except as otherwise set forth herein, Subgrantee shall not use any of Subgrantor's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of Subgrantor. Except as otherwise set forth herein, neither the Subgrantee nor Subgrantor shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this subgrant agreement, Subgrantee accesses any third-party Intellectual Property that is licensed to Subgrantor, Subgrantee agrees to abide by all license and confidentiality restrictions applicable to Subgrantor in the third-party's license agreement.

- (4). Subgrantee agrees to cooperate with Subgrantor in establishing or maintaining Subgrantor's exclusive rights in the Intellectual Property, and in assuring Subgrantor's sole rights against third parties with respect to the Intellectual Property. If the Subgrantee enters into any agreements or subcontracts with other parties in order to perform this subgrant agreement, Subgrantee shall require the terms of the agreements) to include all Intellectual Property provisions of paragraph nineteen a) through nineteen i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to Subgrantor all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, subgrantee or subgrantor and which result directly or indirectly from this subgrant agreement or any subcontract.
- (5). Pursuant to paragraph nineteen (b) (4) of the Intellectual Property Provisions in Exhibit BB to this subgrant agreement, the requirement for the Subgrantee to include all Intellectual Property Provisions of paragraph nineteen a) through nineteen i) of the Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to subgrant agreements or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 663.700-730.
- (6). Subgrantee further agrees to assist and cooperate with Subgrantor in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce Subgrantor's Intellectual Property rights and interests.

c). Retained Rights / License Rights

- (1). Except for Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement, Subgrantee shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this subgrant agreement. Subgrantee hereby grants to Subgrantor, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Subgrantee's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this subgrant, unless Subgrantee assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2). Nothing in this provision shall restrict, limit, or otherwise prevent Subgrantee from using any ideas, concepts, know-how, methodology or techniques related to its

performance under this subgrant agreement, provided that Subgrantee's user does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of Subgrantor or third party, or result in a breach or default of any provisions of paragraph nineteen a) through nineteen i) or result in a breach of any provisions of law relating to confidentiality.

d). Copyright

(1) Subgrantee agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph nineteen (b) (2) (a) of authorship made by or on behalf of Subgrantee in connection with Subgrantee's performance of this subgrant agreement shall be deemed "works made for hire." Subgrantee further agrees that the work of each person utilized by Subgrantee in connection with the performance of this subgrant agreement will be a "work made for hire," whether that person is an employee of Subgrantee or that person has entered into an agreement with Subgrantee to perform the work. Subgrantee shall enter into a written agreement with any such person that: (i) all work performed for Subgrantee shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to Subgrantor to any work product made, conceived, derived from or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement.

(2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this subgrant agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement may not be reproduced or disseminated without prior written permission from Subgrantor.

e). Patent Rights

With respect to inventions made by Subgrantee in the performance of this subgrant agreement, which did not result from research and development specifically included in the Subgrant's scope of work, Subgrantee hereby grants to Subgrantor a license as described under paragraph nineteen c) for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the subgrant agreement's scope of work, then Subgrantee agrees to assign to Subgrantor, without addition compensation, all its right, title and interest in and to such inventions and to assist Subgrantor in securing United States and foreign patents with respect thereto,

f). Third-Party Intellectual Property

Except as provided herein, Subgrantee agrees that its performance of this subgrant agreement shall not be dependent upon or include any Intellectual Property of Subgrantee or third party without first: (i) obtaining Subgrantor's prior written approval; and (ii) granting to or obtaining for Subgrantor's, without additional compensation, a license, as described in paragraph nineteen c), for any of Subgrantee's or third-party's Intellectual Property in existence prior to the effective date of this subgrant agreement. If such a license upon these terms is unattainable, and Subgrantor determines that the Intellectual Property should be included in or is required for Subgrantee's performance of this subgrant agreement, Subgrantee shall obtain a license under terms acceptable to Subgrantor.

g). Warranties

(1). Subgrantee represents and warrants that:

- (a). It has secured and will secure all rights and licenses necessary for its performance of this subgrant agreement.
- (b). Neither Subgrantee's performance of this subgrant agreement, nor the exercise by either Party of the rights granted in this subgrant agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by Subgrantee.
- (c). Neither Subgrantee's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (d). It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors.
- (e). Of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.
- (f). It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to Subgrantor in this subgrant agreement.
- (g). It has appropriate systems and controls in place to ensure that state and federal funds will not be used in the performance of this subgrant agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- (h). It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Subgrantee's performance of this subgrant agreement.

(2). SUBGRANTOR MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS SUBGRANT AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

h). Intellectual Property Indemnity

- (1). Subgrantee shall indemnify, defend and hold harmless Subgrantor and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related

thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not Subgrantee is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Subgrantee pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of Subgrantor's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this subgrant agreement. Subgrantor reserves the right to participate in and/or control, at Subgrantee's expense, any such infringement action brought against Subgrantor.

- (2). Should any Intellectual Property licensed by the Subgrantee to Subgrantor under this subgrant agreement become the subject of an Intellectual Property infringement claim, Subgrantee will exercise its authority reasonably and in good faith to preserve Subgrantor's right to use the licensed Intellectual Property in accordance with this subgrant agreement at no expense to Subgrantor. Subgrantor shall have the right to monitor and appear through its own counsel (at Subgrantee's expense) in any such claim or action. In the defense or settlement of the claim, Subgrantee may obtain the right for Subgrantor to continue using the licensed Intellectual Property or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, Subgrantor may be entitled to a refund of all monies paid under this subgrant agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3). Subgrantee agrees that damages alone would be inadequate to compensate Subgrantor for breach of any term of these Intellectual Property provisions of paragraph nineteen a) through nineteen i) by Subgrantee. Subgrantee acknowledges Subgrantor would suffer irreparable harm in the event of such breach and agrees Subgrantor shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

i). Survival

The provisions set forth herein shall survive any termination or expiration of this subgrant agreement or any project schedule.





## ATTACHMENT D

Office of the City Manager - Contract Compliance and Employment Services

DECLARATION OF COMPLIANCE - LIVING WAGE ORDINANCE

The Oakland Living Wage Ordinance (the "Ordinance"). Codified as Oakland Municipal Code provides that certain employers under contracts for the furnishing of services to or for the City that involve an expenditure equal to or greater than \$25,000 and certain recipients of City financial assistance that involve receipt of financial assistance equal to or greater than \$100,000 shall pay a prescribed minimum level of compensation to their employees for the time their employees work on City of Oakland contracts. The Redevelopment Agency of the City of Oakland adopted the City's Living Wage policy as its own policy Agency Resolution No. 98-13 C.M.S.

The contractor or city financial assistance recipient (CFAR) further agrees:

To pay employees a wage no less than the minimum initial compensation of \$9.58 per hour with health benefits, as described in Section 3-C "Health Benefits" of the Ordinance, or otherwise \$11.02 per hour, and to provide for the annual increase pursuant to Section 3-A "Wages" of the Ordinance. **(Effective July 1, 2006 the new rates will be \$10.07 per hour with health and \$11.39 per hour without)**

- (a) To provide at least twelve compensated days off per year for sick leave, vacation or personal necessity at the employees request, and, at least ten additional days per year of uncompensated time off pursuant to Section 3- B "Compensated Days Off" of the Ordinance.
- (b) To inform employees making less than \$12 per hour of their possible right to the federal Earned Income Credit (EIC) and make available the forms required to secure advance EIC payments from the employer pursuant to Section 5 "Notifying Employees of their Potential Right to the Federal Earned Income Credit" of the Ordinance.
- (c) To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City; and
- (d) Not to retaliate against any employee claiming non-compliance with the provisions of this Ordinance and to comply with federal law prohibiting retaliation for union organizing.

The undersigned authorized representative hereby obligates the proposer to the above stated conditions under penalty of perjury.

Alameda County Health Care Foundation  
Company Name

Cherlyn Spencer  
Signature of Authorized Representative

1411 East 31st St.  
Address

Cherlyn Spencer  
Type or Print Name

510                      437-8365                      \_\_\_\_\_  
Area Code                      Phone                      Date

Executive Director  
Type or Print Title

## ATTACHMENT D

Item  
No.

	Description	Response	Comments
1.	*How many permanent employees are employed with your company. (If less than 5 employees stop here)		
2.	How many of your permanent employees are paid above the Living Wage rate. (Refer to sub-section "A" for current wage rate)		
	How many of your permanent employees are paid below the Living Wage rate. (Refer to sub-section "A" for current wage rate)		
3.	Number of compensated days off per employee (Refer to subsection "B" on the other side of the form for the correct number of compensated days off.		
4.	Number of trainees in your company?		
5.	Number of employees who are under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.		

Revision Date: 7/20/00

This form is to be completed by the contractor/CFAR and subcontractors and should be accompanied with the contract, proposal, and/or submittal.

Rev.: 3/29/2002

# DIRECTIVE



State of California

## WORKFORCE INVESTMENT ACT

Number: WIAD02-3

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

TO: WORKFORCE DEVELOPMENT COMMUNITY

SUBJECT: INCIDENT REPORTING

### EXECUTIVE SUMMARY:

#### Purpose:

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

#### Scope:

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

#### Effective Date:

This directive is effective on release.

### REFERENCES:

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

### STATE-IMPOSED REQUIREMENTS:

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

### FILING INSTRUCTIONS:

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

### BACKGROUND:

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

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

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

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

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

#### **POLICY AND PROCEDURES:**

##### **Definitions:**

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

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

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

##### **General:**

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

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

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

***the detection of the incident. The submission of an incident report should not be delayed even if all facts are not readily available. Any facts subsequently developed by the subrecipient are to be forwarded in a supplemental incident report.***

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

**Reporting:**

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

Submit the report to:

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

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

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

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

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

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

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

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

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

**ACTION:**

Bring this directive to the attention of all affected staff.

**INQUIRIES:**

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

/S/ BILL BURKE  
Chief  
Workforce Investment Division

Attachments are available on the Internet:

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

WORKFORCE INVESTMENT ACT ("WIA")

Contract #: 06-Y-03  
 Funding: Title I Youth  
**Modification #1**

Oakland Private Industry Council, Inc., ("Oakland PIC"), as One-Stop System Administrator for the Oakland Workforce Investment Board ("Oakland WIB")

Modification of AGREEMENT ("Contract") made by and between the following parties:

Oakland Private Industry Council, Inc. ("Oakland PIC") 1212 Broadway, Suite 300 Oakland, CA 94612  Contact: Pedro Toledo Phone: (510) 768-4418	Pivotal Point Youth Services, Inc. 2647 International Blvd., Suite No. 320 Oakland, CA 94601  Contact: La Tronda Lumpkins Phone: (510) 536-5424
------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------

The parties execute this contract modification according to the terms specified below:

1. Date of Modification : July 1, 2007
2. Contract Term  
 Contract Effective Date: July 1, 2006  
 Performance period: July 1, 2006 through **June 30, 2008**

3. Obligations/Payment Provisions

Carried Over Program Funds from performance period 06-07	\$18,754.00
Carried Over Wages and Support Services funds for participants enrolled in Program Year 06-07	\$11,453.37

Program Funds intended for performance period 07-08	\$ 86,060.00
Wages and Support Services funds intended for participants enrolled in Program Year 07-08	\$ 35,266.42
<b>Total</b>	<b>\$151,533.79</b>

Number of Out-of-School Participants carried over from performance period 06-07	10
Number of new out-of-School Participants to be enrolled during performance period 07-08	18
<b>Total number of participants to be served during 2007-08</b>	<b>28</b>

**Note:** Contractor must keep track of all supportive services expenditures separately. Over-expenditures that may occur will not be covered during the course of the Program Year. In addition, please note that all childcare is provided through Bananas (an Oakland PIC independent contractor) by purchase order submitted to the Oakland PIC's Program Oversight Department. Transportation expenses will only be reimbursed if the proper back-up documentation is provided. All client files must reflect supportive and other services provided.

4. Purpose of Modification

- a. To modify the performance period
- b. To clearly identify the amounts available from the prior performance period (2006-07) as well as the total number of participants to be served (i.e., carried over from previous years plus those enrolled during the current performance period).
- c. The total amount of funding under this Agreement has also been updated in Section 10.3(a) "Funding Allowances By Category/Expenditure Tracking."

Wages, Stipends and Supportive Services

A total of \$46,679.79 has been allocated for supportive services and wages for the period July 1, 2007 through June 30, 2008, and may be used for:

**Supportive services, stipends and wages for clients. A portion of these funds (\$11,453.37) will be used for clients enrolled between July 1, 2006 and June 30, 2007 who are still active or on follow-up during this period. The remainder of the funds (\$35,266.42) will be used for those clients enrolled between July 1, 2007 and June 30, 2008.** Contractors must track these expenditures separately so as to ensure that no overspending occurs, and to establish a mechanism for estimating and securing future funding that is adequate for youth in this and future years. Attachment E provides the definition agreed upon on the use of funds for stipends and/or bonuses to be paid to participants for accomplishing a given benchmark.

- d. All other terms and conditions remain the same.

This Contract modification consists of all items and exhibits in the original contract, all of which have been examined and agreed upon, as evidenced by this signing.

Oakland Private Industry Council, Inc.

By: 

Gay Plair Cobb  
Chief Executive Officer

Pivotal Point Youth Services, Inc.

By: 

La Tronda Lumpkins  
Executive Director



AGREEMENT made by and between the following parties:

Oakland Private Industry Council, Inc. ("Oakland PIC") as System Administrator for the Oakland Workforce Investment Board ("WIB") 1212 Broadway, Suite 300 Oakland, CA 94612  Contact: Pedro Toledo Phone: (510) 768-4418	Pivotal Point Youth Services, Inc. 2647 International Blvd., Suite No. 320 Oakland, CA 94601  Contact: La Tronda Lumpkins Phone: (510) 536-6604 x 208
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------

The parties execute this Contract according to the terms specified below:

- Term  
Contract Period: July 1, 2006 through June 30, 2008  
Effective Date: July 1, 2006  
Performance period: July 1, 2006 through June 30, 2007
- Type of Contract  
The State funds available and allocated under the WIA that are hereby obligated by the Oakland PIC, as authorized representative for the Oakland WIB, are to be paid according to applicable regulations and rules governing Performance-Based Contracts.
- Obligations for the Period July 1, 2006 through June 30, 2007

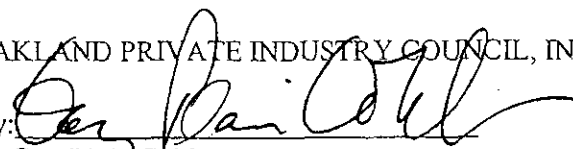
Program Funds:	\$ 86,060.00
Participant Wages and Supportive Services:	\$ 35,266.42
Total:	\$121,326.42

Number of Participants - Out-of-School Youth 18

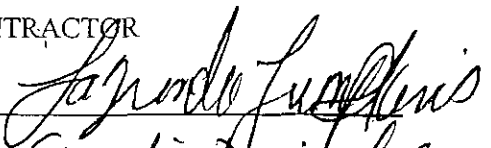
**Note:** Contractor must keep track of all supportive services expenditures separately. Over-expenditures that may occur will not be covered during the course of the Program Year. In addition, please note that all childcare is provided through Bananas (an Oakland PIC independent contractor) by purchase order submitted to the Oakland PIC's Program Oversight Department. Transportation expenses will only be reimbursed if the proper back-up documentation is provided. All client files must reflect supportive and other services provided.

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

OAKLAND PRIVATE INDUSTRY COUNCIL, INC.

By:   
Gay Plair Cobb  
Chief Executive Officer

CONTRACTOR

By:   
Title: Executive Director

The purpose of this Contract is to set forth the responsibilities of Pivotal Point Youth Services, Inc. as a Contractor to provide youth employment and training-related services. These services are contracted by the Oakland Private Industry Council, Inc., as the agent for the Oakland Workforce Investment Board ("WIB"), and pursuant to the Workforce Investment Act ("WIA").

## 1.0 GENERAL TERMS AND CONDITIONS

The Contractor, for and in consideration of all covenants, conditions, and stipulations contained in this Contract, agrees to the following:

- 1.1 This contract, with its attached exhibits embodies the entire agreement between the Oakland PIC and the Contractor. The parties to this contract shall not be bound by nor be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not stated herein. No changes, amendments, or modifications of any of the terms and conditions stated herein shall be valid unless reduced to writing and signed by both parties, except as stated in provision number 4.2 of this contract.

This contract is authorized under the federal Workforce Investment Act (i.e., WIA or Public Law 105-220 at 29 USC 2801 et seq.), its regulations (i.e., at 20 CFR Part 652 et al.), the State of California's implementing legislation in its Government and Unemployment Insurance Codes, the Living Wage Ordinance of the Oakland Municipal Code, and all other federal, state, and local laws cited in them and this contract.

Should any part, term, or provision of this contract be decided by a court to be illegal or in conflict with federal, state, or local law, the validity of the remaining portions and provisions of this contract shall not be affected thereby.

- 1.2 Any liabilities or disputes as may arise under this Agreement are between the parties to it, and neither the federal government represented by the U.S. Department of Labor, nor the State of California is a party to this Agreement, and no legal liability on the part of any of them is implied under the terms of this Agreement.
- 1.3 The Contractor shall indemnify, defend and hold harmless, the Oakland PIC/ Oakland WIB and the City of Oakland, and their officers, agents and employees, from any and all liabilities and claims of any nature or damages of any character whatsoever, including death, sickness or injury to persons or property from any cause whatsoever arising from or connected with the operations or services of the Contractor, resulting from the conduct, negligent or otherwise, in whole or in part, of the Contractor, its agents, representatives, or employees to the extent permitted by law.
- 1.4 The Contractor, and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Oakland PIC/ Oakland WIB, or the City of Oakland.
- 1.5 Contractor shall provide access to the Oakland PIC, Oakland WIB, the City of Oakland, the State of California and the U.S. Department of Labor, and their authorized representatives, to financial records, supporting documents, statistical records and all other records pertinent to this Agreement for the purpose of making audits, exams, excerpts and

transcription, at all times that the grant is in force and for a period of three (3) years thereafter, and pursuant to the use of WIA funds. Such records must be retained for that same period or until notified by the Oakland PIC/Oakland WIB/City of Oakland that there is no further need for retention.

1.6 Grievance

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

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

1.8 CITY OF OAKLAND LIVING WAGE ORDINANCE

Pursuant to the "Rules and Regulations for Implementation of the Living Wage Ordinance for the City of Oakland and the Redevelopment Agency of the City of Oakland": This Contract is subject to the Living Wage Ordinance of the Oakland Municipal Code and its implementing regulations if it is for an amount of \$25,000 or more, or if it is amended to increase the Contract amount by \$25,000 in any twelve-month period thereafter. The Ordinance requires among other things, submission of the Declaration of Compliance attached and incorporated herein as Attachment B and made part of this Contract. **Note: Attachment B should be completed and returned to the Oakland PIC no later than one week after signing this Contract.** In addition, unless specific exemptions apply or a waiver is granted, the Contractor shall provide the following to its employees who perform services under or related to this Contract:

- a. Minimum Compensation - Said employees shall be paid an initial hourly wage rate of \$10.07 with health benefits or \$11.58 without health benefits. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor.
- b. Health Benefits - Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.25 per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than thirty-(30) days after execution of the contract or receipt of City financial assistance.
- c. Compensated Days Off - Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request and ten uncompensated days off per year for sick leave. Employees shall accrue one

compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.

- d. Federal Earned Income Credit (EIC) - Contractor shall inform said employees who earn less than \$12.00 per hour that he or she may be eligible for EIC and shall provide forms to apply for advance EIC payments to eligible employees.
- e. Contractor shall provide to all employees and to the City of Oakland's Office of Contract Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include information set forth in Sections (a) through (d) above.
- f. Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within thirty-(30) days of employment under this Contract.
- g. Reporting - Contractor shall maintain a listing of the name, address, date of hire, occupation classification, rate of pay and benefits paid for each of its employees and submit a copy of the list to City of Oakland's Contract Compliance by March 31, June 30, September 30, and December 31 of each year during the applicable compliance period. Failure to provide this list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. **Any fine imposed must be paid from non-WIA funds.** Covered contractors, and CFARs shall maintain payrolls for all employees and basic records relating thereto and shall preserve them for a period of at least four (4) years after expiration of the compliance period.
- h. Contractor shall require subcontractors that provide services under or related to this Contract to comply with the above Living Wage provisions. Subcontractor shall include the same or similar provisions as those set forth in Sections (a) through (g) above in its subcontracts. Copies of said subcontracts shall be submitted to the City of Oakland's Office of Contract Compliance.

Furthermore, Contractor shall include the above requirements in its subcontracts for services related to this Contract.

## 2.0 INSURANCE COVERAGE

Contractor agrees, during the term of this Contract (including any extensions), to keep in effect its self-insured or other insurance policies as required by law; and to provide coverage, as applicable, that may be required by the performance of the Contract in the following minimum requirements:

- 2.1 Workers' Compensation in accordance with the provisions of Section 3700 of the State of California Labor Code; or, if Workers Compensation is not applicable, Medical and Accident insurance in the amount of one million dollars (\$1,000,000), for injury or disease resulting from an individual's participation in any activity;
- 2.2 General Liability Coverage in the amount of one million dollars (\$1,000,000) including, but not limited to, accident coverage on an "occurrence" basis and coverage of both personal injury and bodily injury. Such coverage will provide that no other insurance in which the Oakland PIC or Oakland WIB/City of Oakland is a covered party will be called upon to contribute to a loss. Contractor shall name the Oakland PIC, Oakland WIB/City of Oakland, their officers, employees and agents as additional insured under the policy.
- 2.3 If Contractor uses vehicles in the performance of this contract, Contractor will provide evidence of Auto Liability Coverage in the amount of one million dollars (\$1,000,000).

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

### 3.0 FUND AVAILABILITY

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

### 4.0 MODIFICATION AND TERMINATION

- 4.1 This Contract may be modified or terminated prior to its completion date by agreement of both parties as indicated by a mutually signed modification document
- 4.2 The Oakland PIC may terminate this Agreement and be relieved of payment of consideration should Contractor fail to perform the duties of this Agreement at the time and manner provided or fail to comply with any requirement of the WIA, or with local policy. Additionally, the Oakland PIC may unilaterally and immediately terminate this Agreement and be relieved of payment if: Contractor delays execution of a modification beyond ten (10) working days of receipt; or if performance falls significantly under plan, or if, in the Oakland PIC's sole opinion, Contractor grossly mismanages any fiscal and/or programmatic terms and conditions contained in this Agreement. In the event of termination, the Oakland PIC shall notify Contractor ten (10) days in advance in writing of

the effective termination date, the reason for the termination of Agreement, and procedures to be used for concluding all activity relating to the Agreement. The Oakland PIC shall not be liable for any new obligations incurred by Contractor after the notice of termination date, nor shall Contractor be permitted to provide services to new participants after the notification date.

- 4.3 All notices of modification or termination shall be in writing and be delivered personally or by deposit in the U.S. Mail postage prepaid, "certified mail, return receipt requested", and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U.S. Postal Service.

Notices to the Contractor will be addressed to:  
La Tronda Lumpkins  
Executive Director  
Pivotal Point Youth Services, Inc.  
2647 International Blvd., Suite 320  
Oakland, CA 94601

Notices to the Oakland Private Industry Council, Inc. will be addressed to:  
Pedro Toledo  
Director of Program and Performance Oversight  
Oakland Private Industry Council, Inc.  
1212 Broadway, Suite 300  
Oakland, CA 94612

## 5.0 ASSIGNMENT

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

## 6.0 REPORTING FRAUD, WASTE ABUSE AND CRIMINAL ACTIVITY

- 6.1 Contractor must not engage in and must advise Oakland PIC directly and immediately of any apparent improper or fraudulent use of WIA funds that comes to Contractor's attention; or of any apparent supplying of misinformation to Oakland PIC, the Oakland WIB, or their representatives. WIA regulations, Title 20 CFR Section 667.505 and 667.630, require that information and complaints involving criminal fraud, waste, abuse or other criminal activity must be reported immediately through the Department of Labor's Incident Reporting System to Office of the Inspector General (OIG), with a copy simultaneously provided the Employment and Training Administration.
- 6.2 WIAD02-3, incorporated by reference and made a part of this Contract, delineates the State-imposed requirements to report all instances of fraud, waste and abuse, and criminal activity to OIG and the Compliance Review Division (CRD) within **one working day** of the detection of the incident.

- 6.3 Further, Contractor shall, in addition to the above reporting, also submit a copy of such report to the Oakland PIC at the same time.

## 7.0 ASSURANCES AND CERTIFICATIONS

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

### Safeguard Against Fraud & Abuse/Statement of Non-Discrimination

- 7.1 Contractor will administer its programs under the WIA in full compliance with safeguards against fraud and abuse as set forth in federal and state regulations, directives and policies.
- 7.2 No portion of Contractor's WIA program will in any way discriminate against, deny benefits to, deny employment to or exclude from participation any persons on the grounds of race, color, sex, sexual orientation, age, handicap, or political/religious affiliation or beliefs; and it will provide services to those most in need of them and most able to benefit from them, including but not limited to, low income persons, disabled individuals, persons facing barriers to employment commonly experienced by older workers, and persons of limited English-speaking ability.
- 7.3 Program activities will be available to all eligible individuals regardless of religious affiliation or non-affiliation. WIA participants shall in no way perform or assist in the performance of activities that are sectarian in nature.
- 7.4 Participation in programs and activities financially assisted in whole or in part under this Act shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the Attorney General to work in the United States.
- 7.5 No individual will be intimidated, threatened, or coerced, or discriminated against because of filing a complaint, furnishing information, or assisting or participating in any manner in an investigation, compliance review, hearing or any other activity related to the administration of WIA.
- 7.6 Contractor has and adheres to established personnel policies with respect to hiring practices, promotion, demotion, leave and holiday practices, termination criteria and disciplinary practice, which reflect the City of Oakland/Oakland WIB and the Oakland PIC policies with regard to equal opportunity employment.

### Administrative Regulations

- 7.7 As applicable, Contractor will comply with applicable administrative provisions of the Department of Labor Federal Regulations (29 CFR part 95 or 29 CFR part 97), and the Office of Management and Budget (OMB) Circulars A-87, A-133 and A-122, as well as applicable state regulations.

- 7.8 Contractor recognizes that all powers not explicitly vested in the Contractor by this Contract remain with the Oakland PIC.

Confidentiality of Client Files

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

The contractor shall notify the PIC's Information Security Office (or Officer) of any actual or attempted information security incidents within 24 hours of initial detection by telephone at (510) 768-4418. Information security incidents include, but are not limited to, any event (intentional or unintentional) that causes the loss, damage, or destruction or unauthorized access, use, modification, or disclosure of information assets.

The contractor shall cooperate with the PIC and other entities designated by it in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied.

If the contractor detects a breach in the security of the information system (including any paperwork supporting data in the electronic system), which contains confidential data obtained under this contract, then the contractor is required to provide written notification to individuals who may be adversely affected by that breach pursuant to California Civil Code section 1798.82.

Compliance with Equal Opportunity and Nondiscrimination State and Federal WIA Laws & Regulations

- 7.10 Contractor shall comply with all provisions of state and federal equal opportunity and nondiscrimination laws including, but not limited to:

- The Workforce Investment Act of 1998, Title 188
- Title VI of the Civil Rights Act of 1964, as amended
- Title VII of the Civil Rights Act of 1964, as amended
- The Age Discrimination Act of 1975, as amended
- Sections 503 and 504 of the Rehabilitation Act of 1973, as amended
- Title IX of the Education Amendments of 1972, as amended
- Title 29 CFR Part 37
- Title 29 CFR Part 32, Nondiscrimination on the Basis of Handicap in programs and activities receiving or benefiting from Federal Financial Assistance
- The Americans with Disabilities Act of 1990, as amended
- Equal Employment Opportunity - Executive Order 11246, as amended by Executive Order 11375, and as supplemented by regulations at 41 CFR part 60



- All promulgating rules and regulations associated with these laws and orders.

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

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

#### Compliance with Relevant Federal (and Appendices), State and Local Laws

7.11 Contractor certifies that Contractor:

- a. Will comply with the Workforce Investment Act (WIA) and all of its promulgating regulation and rules.
- b. Will comply with the Drug Free Workplace Act of 1988.
- c. Is in compliance with all applicable federal, state, and local laws governing work place health and safety conditions, payment of wages, collective bargaining, labor relations, and any other regulations affecting personnel who are mandated by law or legal agreement.
- d. Will comply with all applicable standards, orders or regulations pursuant to the Clean Air Act and Federal Water Pollution Control Act, as amended.
- e. Will comply with all applicable federal, state, and local laws pertaining to copyrights as described in Section 19 of the WIA Subgrant Agreement (Attachment C).

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

#### Conflict of Interest

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

Every reasonable course of action will be taken by the Contractor to maintain the integrity of the expenditure of public funds under this contract and to avoid any favoritism, questionable, or improper conduct. The contract shall be administered in an impartial manner, free from personal, financial, or political gain. The contractor and its employees will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain and due diligence shall be exercised to avoid situations that may give rise to an assertion that favorable treatment is being granted to friends or associates.

No relative by adoption, blood, or marriage of any person authorized by the Contractor to make enrollment or hiring decisions shall be the recipient of favorable treatment from the Contractor.

An employee or policy maker of the Contractor shall not solicit or accept money or any other consideration from a third person for the performance of an act that is reimbursed, in whole or part, by the Contractor. Supplies, materials, equipment, and other services purchased with Contractor funds shall be used solely for purposes authorized under this contract.

In addition to those of the federal Workforce Investment Act, the provisions of sections 1091.2 and 87100 et seq. of California's Government Code apply to all policy makers and employees of the Contractor.

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

7.14 Contracting Agency certifies that:

- a. Neither Contractor nor Contractor's principals or employees are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this Contract;
- c. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the DOL may pursue available remedies, including suspension and/or debarment;
- d. The prospective recipient of federal assistance funds shall provide immediate written notice to Oakland PIC if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
- e. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing E.O. 12459; and
- f. The prospective recipient of federal assistance funds agrees that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation.

## State and Federal Lobbying Laws and Regulations

- 7.15 Contractor will comply as applicable with all provisions of state and federal lobbying laws and regulations pursuant to Section 1352, Title 31 of the U.S. Code, and 34 CFR Part 82. Contractor certifies that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

## Reporting Requirements

- 7.16 Contractor will:
- a. Cooperate with requests for reporting and is aware that the Oakland WIB may require the Oakland PIC to provide additional or different reporting requirements. Contractor agrees to assist in modification of reporting templates if it is needed.
  - b. Comply with the City of Oakland's Job Training Performance Standards (JTPS) reporting requirements and will submit to the Oakland PIC any and all information as is, or may be, necessary for the Oakland PIC to complete the JTPS template and the Job Training Automation (JTA) system data requirements.

Contractor understands and agrees that the Oakland PIC will withhold any and all payments that would otherwise be due Contractor if Contractor fails to provide any of the required reporting information to the Oakland PIC or the Oakland WIB/City of Oakland in accordance with the reporting requirements in a timely manner or pursuant to the required reporting schedule for JTPS reporting should such reporting be necessary. Substantial or consistent failure to meet these reporting requirements may result in a fine of \$200 and/or termination of the Contract.

## 8.0 STATEMENT OF WORK PROVISIONS

- 8.1 The terms and definitions cited in the WIA and its regulations are expressly applicable to the work to be performed under this Contract.
- 8.2 Activities conducted by Contractor under this Contract shall include those services listed in the Statement of Work (Attachment A), and shall result in attained performance levels as set forth in the Statement of Work.
- 8.3 Contractor shall accept into its program those participants who are most in need and most able to benefit from services offered. Contractor must, for each participant, perform an objective assessment, create an Individual Service Strategy (ISS), provide preparation for post secondary educational opportunities, and continue to evaluate each participant's progress towards attaining the career objective identified in the ISS. Contractor will also provide retention services for participants in accordance with the WIA/Oakland PIC policies for at least one year after program exit. Progress records and records related to year-round activities for each participant must be maintained according to procedures, standards and forms acceptable to the Oakland PIC.
- 8.4 Contractor must adhere to the following follow-up requirements for at least twelve (12) months as set forth in Section 664.450 of the WIA regulations:
- a. Follow-up services for youth may include:
    - Leadership development and supportive service activities;
    - Regular contact with a youth participant's employer, including assistance in addressing work-related problems that arise;
    - Assistance in securing better paying jobs, career development and further education;
    - Work-related peer support groups;
    - Adult mentoring; and
    - Tracking progress of youth in employment after training.
  - b. *All youth participants must receive some form of follow-up services for a minimum duration of twelve (12) months. Follow-up services may be provided beyond twelve (12) months at the State or Local Board's discretion. The types of services provided and the duration of services may be determined based on the needs of the individual. The scope of these follow-up services may be less intensive for youth who have only participated in summer youth employment opportunities (WIA Sec.129(c) (2)(I)).*
- 8.5 Contractor must maintain all records and follow all procedures, as necessary, in accordance with those set forth by the Oakland PIC in order to:
- a. Ensure appropriate and adequate documenting of any payments made or distributed to participants. In accordance with Oakland PIC policy, it is understood that at no time shall Contractor provide participants with direct cash disbursements (including but not limited to cash for bus or BART tickets) unless expressly authorized to do so.
  - b. Ensure proper submission of invoices in a timely manner to allow the Oakland PIC/City of Oakland to report to the State as required.

- c. Ensure that all expenses on participant's behalf are properly tracked and specifically cross-referenced in the participant's file as reflected in the case notes for services provided.
- 8.6 Contractor must monitor Contract performance in the manner stated in the Statement of Work, and if requested, will submit to the Oakland PIC a narrative report detailing program progress, any operating difficulties and, if applicable, proposed corrective action.

Contract will be monitored by Oakland PIC and may be part of monitoring conducted by the City of Oakland, Oakland WIB, the State or the Department of Labor in accordance with policies of those entities.

- 8.7 Contractor's performance will be measured by the following indicators as set forth in Section 666.100 of the WIA regulations:
- a. For youth ages 14-18:
    - Attainment of basic skills goals, and, as appropriate, work readiness or occupational skills goals;
    - Attainment of secondary school diplomas and their recognized equivalents; and
    - Placement and retention in postsecondary education, advanced training, military service, employment, or qualified apprenticeships.
  - b. For youth ages 19-21:
    - Entry into unsubsidized employment;
    - Retention in unsubsidized employment six (6) months after entry into the employment;
    - Earnings received in unsubsidized employment six (6) months after entry into the employment; and
    - Attainment of a recognized credential related to achievement of educational skills (such as a secondary school diploma or its recognized equivalent), or occupational skills, by participants who enter post-secondary education, advanced training or unsubsidized employment.
  - c. Contractor must submit all participant goals and relevant forms within thirty- (30) days of enrolling a client in the WIA youth program.

8.8 Contractor must actively cooperate with all requests for information and shall provide the Oakland PIC and the City of Oakland with access to such facilities and records as are necessary to establish Contractor's compliance within the terms of this Contract. Contractor shall attend all meetings or sessions scheduled by the Oakland PIC for training on contractual-related matters or program matters. Should Contractor after reasonable notice fail to attend a meeting designated by the Oakland PIC as mandatory, the Oakland PIC may, at its sole discretion, impose a fine up to \$200 per unattended meeting. Any fine imposed must be paid from non-WIA funds.

## 9.0 CONTRACT PAYMENT PROVISIONS

Further explanations and/or modifications of the budget may be required, and payments to Contractor shall be contingent upon the satisfactory submission of these items to the Oakland PIC.

### Fiscal Control and Accountability

- 9.1 All indirect costs to the Contract, if applicable, shall be supported by documents that indicate current approval by a cognizant federal/state agency and be received and approved by the Oakland PIC. These documents shall detail the rate calculation method and the method by which the rate is applied to WIA funds. In the absence of an approved indirect cost rate, a current, Oakland PIC-approved, cost allocation plan with full explanation of revenues and prorated costs must be filed with Oakland PIC prior to the receipt of any WIA funds under this Contract.
- 9.2 If applicable, Contractor must adhere to all federal, state, and local laws with respect to payment of employees, and maintain full and adequate documentation of employee payroll, work time and attendance, leave and vacation time; and, where staff time is allocated to different cost categories of contracts or funds, documentation shall be maintained to show prorated time. Oakland PIC reserves the right to establish maximum amounts that may be expended for staff salaries funded under the Contract.
- 9.3 Contractor shall confine expenditures to funds negotiated and allocated to applicable cost categories and program activities designated in the Contract or modification. Costs incurred before or after the stated period of performance will not be reimbursed and are the sole responsibility of the Contractor. In no event shall Oakland PIC be liable for expenditures in excess of the amount and rate allowed in any cost category applicable to the Contract or for any amount in excess of that obligated by the Oakland PIC as set forth on the Title Page of this Contract or any modification.
- The Contractor shall inform Oakland PIC in writing and in advance of any application for, or receipt of, additional funding which will have a significant effect upon the quality or cost for providing training under this Contract.
- 9.4 Accrued Annual Sick Leave shall be taken prior to Contract completion if WIA payment to staff is carried forward. Where personnel policies allow payment of unused annual and sick leave to terminating employees, this policy shall apply to terminating WIA staff. Costs to implement this provision are included in the approved Contract Budget and no funds will be added at a later time for this purpose.
- 9.5 Contractor must keep Contract benchmark achievements and payments under continuous review, and must document each benchmark attempted and/or achieved in the participant's Individual Service Strategy. When Contractor activities under this Contract fall significantly under plan, Oakland PIC reserves the right to unilaterally deobligate funds and amend the Contract accordingly.
- 9.6 All revenues and expenditures under this Contract must be accounted for separately.

9.7 Contractor's performance under this Contract will be monitored regularly and measured against performance standards set forth. The Oakland PIC will perform scheduled and unscheduled monitoring. If monitoring reports reflect that programmatic and/or fiscal improvements or changes are required, Oakland PIC will require corrective action plans or budget modifications, and, as necessary, this Contract will be so amended. Contractor understands that budgets submitted must be in accordance with performance-based achievements based on reasonable and necessary costs to achieve each benchmark. Performance-based payments shall be based on clearly established benchmark payments that can be justified to the Oakland WIB, the State, and Department of Labor.

Cost reimbursement payments for supportive services, wages and other approved training related expenses must be based on actual costs and comply with all cost reimbursement rules. Additionally, the tracking of supportive service costs and all training expenditures must be accurately reflected in the case notes of each file.

9.8 Every officer, director, agent or employee who is authorized to receive or deposit funds, issue checks or other instruments or payment for program costs incurred shall be covered by a blanket position bond.

9.9 Unearned payments under this Contract may be suspended or terminated upon refusal to accept any conditions that may be imposed by the Department of Labor, the State of California, the City of Oakland, the Oakland WIB and/or Oakland PIC at any time.

9.10 Contractor shall maintain accounting systems which are in accordance with generally accepted accounting practices and are in accordance with the Financial Management System described in the U. S. Department of Labor, Office of Management and Budget, Circular 102 and, where applicable, state circulars, containing all information related to the audit of contracts.

9.11 All payment of WIA funds must be earned and payment of funds in excess of all terms and conditions of this Contract pursuant to the benchmark achievement and payment schedules shall be refunded to Oakland PIC within ten (10) working days of the contract termination date.

9.12 If applicable, lease or rental of properties and/or equipment, upon approval by Oakland PIC and/or the State of California, will be the Contractor's responsibility, if applicable.

9.13 Equipment purchased with WIA funds having an acquisition cost of five thousand dollars (\$5,000) or more must be placed in a separate inventory log maintained for all WIA equipment. Any movement from one location to another or any other disposition of inventoried equipment requires prior written approval by Oakland PIC. Any item not recalled by Oakland PIC at conclusion of the Contract is the responsibility of the Contractor and must be safeguarded against loss or damage at all times. All equipment purchased with WIA funds must be approved by Oakland PIC in advance of purchase in accordance with the terms and conditions of this Contract and remain the property of WIA.

9.14 Contractor shall comply with all financial management and fiscal procedures prescribed by WIA, the Department of Labor, State of California, Oakland WIB and Oakland PIC

including audit and contract closeout procedures, performance-based payments, and reimbursement of costs.

- 9.15 Although Contract performance may have been accepted and reimbursement of costs or benchmark payments made in consideration of claims or achievements, any cost disallowance subsequently discovered through audit, closeout, or any other process, shall be reimbursed by Contractor to Oakland PIC within thirty (30) calendar days of notice.

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

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

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

In accordance with Section 627.480 of the Code of Federal Regulations, commercial organizations that receive \$25,000 or more in Federal financial assistance to operate a WIA program shall have an audit performed.

- 9.17 Documentation:

All contractors must retain in their files documentation sufficient to verify any claims for reimbursement of costs incurred and to verify payment for benchmark achievements. The Oakland PIC will determine on a case-by-case basis, what documents each Contractor must submit to support monthly invoices. All invoice payments are subject to verification of JTA information submitted to Oakland PIC prior to verification visit.

Examples of underlying documents include:

a. Certificates, attendance records, etc.

b. WAGES:

- Time sheets showing total hours worked and hours worked on the Contract
- Timesheets signed by employee and supervisor
- Payroll records
- Fringe benefits
- Payroll tax deposits, coupons and receipts
- Invoices for health benefits indicating date of payment and check number
- Fringe benefit rate per employee, subject to approval by Oakland PIC



- c. OTHER:
  - Invoice indicating date of payment and check number
  - Percentage of cost allocated WIA budget

9.18 All obligations incurred in the performance of this Contract must be reported to the Oakland PIC within thirty- (30) days following termination of this Contract in order to be binding upon the Oakland PIC for reimbursement. Any obligations not reported within the thirty-day period will be the sole responsibility of the Contractor.

## 10.0 PERFORMANCE-BASED CONTRACTING PROVISIONS

One hundred percent (100%) of Contract for program services is performance-based and will be paid in accordance with the performance benchmark chart attached as Attachment D in this Contract.

### 10.1 Monitoring and Invoicing

#### a. Performance Based Monitoring/Invoice Verification:

All invoiced performance benchmarks accomplishments will be verified using the Job Training Automation System (JTA). In addition, as needed, Program Monitors will visit Contractor's site to review, verify and approve required back-up documentation (such as case notes, certificates, attendance records, etc.) for all activities performed and being invoiced. All invoice payment approvals will be based primarily on verification of JTA information submitted to the Oakland PIC.

#### b. Compliance Monitoring:

In addition to invoice verification visits and periodic technical assistance sessions (as necessary), Contractor will be monitored up to twice yearly for overall programmatic functions and/or activities and is subject to additional monitoring should it become necessary to ensure performance under or adherence to WIA regulations and this contract.

### 10.2 Oakland PIC MIS Reporting Requirements:

Contractor shall submit all WIA forms and JTA-related information such as enrollment, placement, goal or activity forms, exit, follow-up forms and other necessary items to document client activity in the program to the Oakland PIC **no later than Friday of the second week of every month.**

Contractor understands and agrees that the Oakland PIC will withhold any and all payments that would otherwise be due Contractor if Contractor fails to provide any of the required JTA-related information to the Oakland PIC or the City in accordance with the Schedule set forth above. Substantial or consistent failure to meet these reporting requirements may result in termination of the Contract

### 10.3 Funding Allowances By Category/Expenditure Tracking

a. Wages, Stipends and Supportive Services

A total of \$35,266.42 has been allocated for supportive services and wages for the period July 1, 2006 through June 30, 2007, and may be used for:

- Supportive services, stipends and wages for clients enrolled between July 1, 2006 and June 30, 2007 active during this period, or who continue being served after the end of the period. Contractors must track these expenditures separately so as to ensure that no overspending occurs, and to establish a mechanism for estimating and securing future funding that is adequate for youth in this and future years. Attachment E provides the definition agreed upon on the use of funds for stipends and/or bonuses to be paid to participants for accomplishing a given benchmark.

b. Over Enrollments

The Oakland PIC recognizes the possibility that some enrollees may drop out of the program. Therefore, the Oakland PIC will allow contractors to “substitute” benchmark payments for an enrollee who has dropped out with those for an enrollee for whom benchmark payments had not been available since they had been considered an “over-enrolled” client. This substitution may only occur if it would result in NO double payment for service, no service to a regularly enrolled client is compromised, and the total budget is not exceeded. Contractor may access supportive service and wage funds for the “over-enrolled” clients so long as all regularly enrolled clients’ services are not compromised and Contractor’s total supportive services, stipends and wage budget is not exceeded.

c. Tracking and Documentation

Contractor is responsible for tracking and documenting each funding category expenditure separately. Each expenditure must match the category of funding with verification that the funds were spent on that allowable category. Contractor must keep track of which clients are being served and all benchmark payments for services to those clients, with a list of “over-enrolled” that may be substituted in (for benchmark payments) if a regularly enrolled 06/07 client drops out; wages and supportive services funds for each enrolled client within the sub categories for wages and supportive services. All supportive services and wage funding spent on clients MUST be recorded and incorporated into the client’s file and be referenced in the case notes.

## ATTACHMENT A

### STATEMENT OF WORK

#### 1. PROGRAM NARRATIVE

##### A. *Description of Program Services:*

**The 10 Elements of WIA youth services will be addressed and provided by Pivotal Point Youth Services (PPYS) and the Community College Foundation (TCCF). There will be at least 18 out-of-school youth enrolled and served under this contract.**

*Tutoring Services, Study Skills Training, and instruction-leading to secondary school completion, including drop-out prevention*

TCCF's One-to-One Tutoring (1-2-1) program emphasizes the tutor/mentor relationship to the youth, in order to facilitate the youth's hope and enthusiasm for learning, thus engaging the youth in the tutoring services. The educational philosophy of the TCCF tutoring program is to view each youth individually to create an approach of constant positive reinforcement. Each youth is matched with a tutor who has a complimentary personality and similar interests, as a core element of the tutoring is the mentor relationship, which develops over time.

Tutors are typically college students who can be role models and encourage the youth to aspire for educational achievement and the pursuit of higher education. The foundation of the 1-2-1 tutoring program is to provide in-home tutoring to each youth with a one-to-one approach. Tutoring services will be made available and the youth may decide to have in-home tutoring or participate in tutoring at the Occupational Regional Center, community college or other identified tutoring site. TCCF has found greater success with the one-to-one approach because each youth is receiving individualized attention rather than becoming one among many in the typical classroom setting. The main focus of the tutoring program is to provide academic skill building in the core subjects of Math and Reading, rather than simply homework assistance. The main focus of the tutoring is to assess what skills each youth is lacking and work step-by step to build these skills, at the same time increasing the youth's self-esteem through their academic successes. Youth complete pre-assessments in the key areas of Reading Comprehension and Mathematics. During the assessments the tutor will observe what areas the youth has particular difficulties, determine the appropriate teaching method based on how the individual child learns – visually, auditory, kinesetic or a combination of styles. Each tutoring session is then focused on addressing the youth's needs that will best serve him or her. Tutors typically meet with their youth twice a week; each session is one to two (1-2) hours long.

Two elements serve as the theoretical foundation of TCCF tutoring program. These elements are: 1) an individualized, self-paced approach that allows the youth to progress at his or her developmental pace, and allows the tutor the time to observe and effectively teach new learning strategies, and 2) the development of a significant attachment with a tutor with whom the youth feels comfortable. The one-on-one structure allows the tutor to observe difficulties the youth may be experiencing and to assist in developing effective compensation skills for any learning difficulties or disabilities the child may encounter. Tutoring is provided in the areas of Reading Comprehension and language development and Math skills. Other subject specific tutoring may be provided upon the demonstrated need of the youth. By building the basic literacy and numeracy skills for the youth, we will also be able to effectively meet the requirements of the new

common measures proposed by WIA. At least 50% of the number of out-of-school youth enrolled will receive tutorial services.

*Alternative secondary school services/offerings*

The Intake and Assessment Specialist at Pivotal Point will make referrals to alternative school programs for students who are/have not succeeded in the traditional high school settings. These alternative programs help students get back on track while we continue to assist the youth with job searching and employment counseling.

*Paid or unpaid work experience (job shadowing/internships)*

Our Job Coach thoroughly researches internship opportunities for in-school youth in order to provide various additional paid and unpaid work experience opportunities for youth participants. The vocational stipends for most paid work experience opportunities are paid through Pivotal Point utilizing private donations, corporate sponsorships and WIA funds. We are continually developing and cultivating employer relationships for work experience/job placements for our youth participants. These efforts are designed to provide opportunities for youth to learn employability skills through hands on experience. The youth also have an opportunity to shadow working professionals in the community, hear career/professionals speakers and conduct informational interviews. The internship program is an integral part of the overall program and is used to provide work experience opportunities that enhance academic success. Youth participating in this program, as with all other services provided, receive follow-up services for twelve months.

*Leadership Development*

Addressing youth development and leadership issues is critical for foster youth, and others who support them in achieving their future goals. Improving access and participation in this area provides:

- youth with the skills and abilities, both personally and within the community, to achieve a successful transition into adult life
- supporters with a pathway to assist the youth in planning for the future
  - ideas and avenues to implement specific leadership activities
- a solid foundation to help youth become involved, responsible, and in charge of planning for their own future

TCCF will offer three seminars to be held throughout the year. Each seminar will be two hours long once a week for 12 weeks. The seminars will be small, serving up to 10 youth, in order to get the most individual attention out of the experience. The seminar will consist of the following elements: define what a leader is, pre/post self-assessment, terminology, exercises in teamwork - team building activities, role models, Internet research, talents and qualities of a good leader, speaking to an issue, and effective communication of message. During the team building activities youth will examine what role a leader plays in the group. TCCF has provided shorter versions of these seminars to youth who participating in California Youth Connection (CYC) and who are on Youth Advisory Councils. The seminar will use the pre and post self-assessment of the youth's leadership skills and qualities as a measurement tool. The youth are expected to show an increase awareness of their personal leadership qualities and an improvement on their leadership skills. The leadership development curriculum is designed to empower youth to think strategically about their lives, and communities, which enable larger impacts on the current economy.

### *Occupational Skills Training*

Occupational skills training opportunities are made available through the local adult schools, nursing programs, pre-apprenticeship programs and other community training agencies. The ROP offers excellent computer training, graphic design, floral design, security training, child development and auto mechanics. The adult schools and nursing programs offer occupational courses in medical assisting, home health aiding, certified nursing assistance, auto mechanics, baking, culinary arts and other occupations focusing on the individual's interest. Pivotal Point provides linkages to many occupational skills training programs and pays for a portion of the training. The Intake and Assessment Specialist and Job Coach coordinate referrals and enrollment in the programs. The trainings provide opportunities for youth to receive specialized skills that increase their employability and actual placement in a job that pays a living wage.

Pivotal Point additionally offers Entrepreneurship Training to youth accessing the program. The training designed by the National Foundation for Teaching Entrepreneurship, will be facilitated by Certified Entrepreneurship Trainers and will cover basic business concepts including: market research & business selection, tracking costs & revenues, marketing & advertising, negotiation & pricing, business plan creation, etc.

### *Supportive Services*

Pivotal Point provides support services in assisting with transportation (bus/Bart passes), referrals to medical and mental health agencies, assistance with school supplies, work tools, uniform and work clothes, child care linkages, housing and other needed support services.

### *Adult Mentoring*

Our adult mentoring program is implemented primarily through the workplace during internship programs. Employers receiving subsidies for their youth wages are required to provide career mentoring and feedback to the youth on their skill, behavior and other pertinent issues. In our experience many youth found the mentoring provided to them during their internships meaningful and appreciated the career support and guidance. These relationships prepare youth for the world of work through one-on-one soft skills training and support. Additionally, each youth is offered drop-in one-to-one mentoring by office staff on an ongoing basis.

### *Comprehensive Guidance and Counseling*

In school youth receive comprehensive career guidance and counseling through their school career centers and the Independent Living Skills Programs. Those youth who are not in school receive this guidance and counseling through our Intake and Assessment procedure and are monitored by the Job Coach and Job Developer who provide these intensive services. The services include career assessments and goal planning which help the youth develop ideas about what kind of career they would like to pursue in the future.

### *Summer Employment Opportunities*

Pivotal Point provides summer employment opportunities through various employer partners. Other employer partnerships continue to be established through the efforts of our Job Developer. During these summer employment opportunities the youth are exposed to a variety of fields including marketing, real estate, human resources, graphic design etc.

### *Follow-up Services*

Pivotal Point provides follow-up with youth participants for twelve months through regular phone and in-person contact conducted by the Job Coach and Intake Specialist. The services also include career progression counseling and evaluations to ensure the youth are able to continually upgrade their skills and receive higher paying jobs, and follow-up calls to employers to monitor on-the-job success, progression and retention.

**B. Local Workforce Investment Act Performance Goals [pursuant to WIA regulations, Section 666.100(a)(3)]:**

The following performance measures were established by the State and adopted by the local WIB as a measuring tool for program performance. All contracts will be modified if and when the State or local WIB makes changes to these levels and contractors will be subject to those changes.

1) Core Performance Measures:

Please note that this is an estimate of the performance measure goals set by the State for 06/07 Program Year and are subject to change if new guidelines are established at the State level and/or if the local WIB increases these performance levels. Although the state will be reporting on the Common Measures, to date, the local areas are only accountable for the existing performance measures.

- a) Older Youth ages 19-21
  - Entry into Unsubsidized Employment  
(Rate for all participants except those who enter post-secondary education or advanced training): 65.4%
  - Employment Retention Rate  
(For all participants placed): 72.9%
  - Average Earnings Gain  
(For group of all participants placed): \$3,100
  - Credential Attainment Rate  
(For all participants): 38%
  
- b) Younger Youth ages 14-18
  - Skill Attainment Rate  
(For all participants): 77.7%
  - Diploma or Equivalent Rate  
(For all participants not returning to secondary school): 66.0%
  - Retention Rate  
(For all participants): 50%

**C. Training Design**

1) **Technical Description of Training: as described in proposal and provided curricula.**

**Job Readiness Training:** *Blueprint for Workplace Success Curriculum*

**Financial Literacy Training:** *Rich Dad, Poor Dad Cash Flow Board Game, Operation Hope Financial Advisor and Wells Fargo Banking Consultants*

**Entrepreneurship Training:** *National Foundation for Teaching Entrepreneurship Curriculum*

**Leadership Training:** *Edward De Jesus', "Makin' It" Positive Peer Influence Curriculum*

2) **Training Schedule:**

*-Job Readiness: 16 hours of training Mon-Thurs from 4-6 (Two weeks every month of the year starting July 2006).*

*-Financial Literacy: 6 hours of training 1 day a week for 3 weeks 3 x throughout the year starting September 2006.*

*-Entrepreneurship Training: 48 hours of training Mon & Fri from 3-5 (Twelve Weeks 3 x throughout the year starting July 2006).*

*-Leadership Training: 24 hours of training 1 day a week for twelve weeks 3 x throughout the year starting July 2006.*

**The program will be closed on the following holidays:**

**New Year's Day**

**Martin Luther King's Birthday**

**Malcolm X's Birthday May 19<sup>th</sup> (will close early 1pm)**

**Marcus Garvey's Birthday August 17<sup>th</sup> (will close early 1pm)**

**Memorial Day**

**Independence Day**

**Labor Day**

**President's Day**

**Admission Day**

**Thanksgiving Day & day after**

**Kwanzaa Holiday**

### **3) Program Schedule/ Office Hours**

**First enrollment date July 1, 2006**

**Last date of enrollment April 30, 2007**

**Monday – Friday 10am-6pm**

**Some Saturdays for outreach and recruitment**

## **2. PARTICIPANT CRITERIA**

Participant Entry Requirements: All clients will meet the criteria set forth in the WIA regulations for youth services.

## **3. RECRUITMENT AND ORIENTATION**

A. **Outreach & Recruitment** - conducted during July-Sept 2006 throughout Oakland at various youth services programs as well as Social Services ILSP program. Youth targeted for services include:

- Youth involved in gangs, on probation and/or in the juvenile justice system;
- Youth in foster care;
- Youth requiring housing;
- Truant Youth;
- Youth requiring mental health and other disability services;
- Youth in the public assistance/welfare system;
- Youth of Limited English Proficiency (LEP).

B. **Orientation-** Scheduled at Pivotal Point on Tuesday, August 8<sup>th</sup> 4pm-6pm and August 12<sup>th</sup> 10-12pm. Vocational Orientation for older youth 18-24 year old and Program Orientation for all youth held twice a month every month.

#### 4. ASSESSMENT

The initial assessment and ISS is conducted by the Intake and Assessment Specialist. Through the assessment we collect personal information, foster care and probation status, education levels and employment/volunteer skills and experience. The ISS is developed according to what goals the youth would like to achieve and services based on any barriers to employment uncovered. We additionally conduct a web based career assessment M.A.P.P. assessment to determine each youth's behavior style preference in order to provide career (Motivational Appraisal for Personal Potential). The academic level and skill level of the youth is measured through CASAS a basic skills assessment tool designed to provide information on the verbal and mathematic skills of each youth. The program is designed to assess a youth's immediate employability and meets the requirements of WIA standards. Ongoing assessment and ISS updates are provided.

#### 5. INDIVIDUAL SERVICE STRATEGY (ISS)

Each participant will work directly with a counselor to develop an ISS that will be in full accordance with the WIA, its regulations and the Oakland PIC's ISS requirements.

#### 6. CERTIFICATION

The contractor will be responsible for the collection of eligibility documentation, completion of all WIA enrollment forms and the scheduling of meeting with Oakland PIC Program Eligibility Specialist for eligibility determination and enrollment authorization. It is agreed that any costs of expenses incurred for the training and services provided before the authorized enrollment date will not be paid.

#### 7. PLACEMENT VERIFICATION

Contractor will be responsible for the verification of all placements. The following are acceptable employment verification methods: a) copy of pay stub; or letter on employer's stationary verifying employment of participant; or a letter from contractor showing they have verified placement (signed by verifying party), and the date of verification. In letter the contractor must indicate reason why (A) and (B) were not possible.

#### 8. PARTICIPANT FOLLOW-UP

WIA section 129(c)(2)(I) requires, as part of program elements, "followup services for not less than 12 months after the completion of participation, as appropriate."

**A. Purpose:** Follow-up is performed to assist participants in affirming their program goals, proper client-employer match, technical assistance, further job development and counseling. In the process, follow-up helps determine the retention rate, attainment of diplomas or certifications and other achievements with the State performance-related value.

**B. Method to be used:** Post-exit follow-up will be conducted quarterly for 12 months. Follow-up services should include but not limited to the activities listed in this Statement of Work.





ATTACHMENT B

Office of the City Manager - Contract Compliance and Employment Services

**DECLARATION OF COMPLIANCE - LIVING WAGE ORDINANCE**

The Oakland Living Wage Ordinance (the "Ordinance"). Codified as Oakland Municipal Code provides that certain employers under contracts for the furnishing of services to or for the City that involve an expenditure equal to or greater than \$25,000 and certain recipients of City financial assistance that involve receipt of financial assistance equal to or greater than \$100,000 shall pay a prescribed minimum level of compensation to their employees for the time their employees work on City of Oakland contracts. The Redevelopment Agency of the City of Oakland adopted the City's Living Wage policy as its own policy Agency Resolution No. 98-13 C.M.S.

The contractor or city financial assistance recipient (CFAR) further agrees:

To pay employees a wage no less than the minimum initial compensation of \$9.58 per hour with health benefits, as described in Section 3-C "Health Benefits" of the Ordinance, or otherwise \$11.02 per hour, and to provide for the annual increase pursuant to Section 3-A "Wages" of the Ordinance. **(Effective July 1, 2006 the new rates will be \$10.07 per hour with health and \$11.39 per hour without)**

- (a) To provide at least twelve compensated days off per year for sick leave, vacation or personal necessity at the employees request, and, at least ten additional days per year of uncompensated time off pursuant to Section 3- B "Compensated Days Off" of the Ordinance.
- (b) To inform employees making less than \$12 per hour of their possible right to the federal Earned Income Credit (EIC) and make available the forms required to secure advance EIC payments from the employer pursuant to Section 5 "Notifying Employees of their Potential Right to the Federal Earned Income Credit" of the Ordinance.
- (c) To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City; and
- (d) Not to retaliate against any employee claiming non-compliance with the provisions of this Ordinance and to comply with federal law prohibiting retaliation for union organizing.

The undersigned authorized representative hereby obligates the proposer to the above stated conditions under penalty of perjury.

Pivotal Point Youth Services  
Company Name

2047 International Blvd, Ste 320  
Address

510      530-6604      11/3/06  
Area Code      Phone      Date

LaTronda Lumpkins  
Signature of Authorized Representative

LaTronda Lumpkins  
Type or Print Name

Executive Director  
Type or Print Title

## ATTACHMENT B

Item No.	Description	Response	Comments
1.	*How many permanent employees are employed with your company. (If less than 5 employees stop here)		
2.	How many of your permanent employees are paid above the Living Wage rate. (Refer to sub-section "A" for current wage rate)		
	How many of your permanent employees are paid below the Living Wage rate. (Refer to sub-section "A" for current wage rate)		
3.	Number of compensated days off per employee (Refer to subsection "B" on the other side of the form for the correct number of compensated days off.		
4.	Number of trainees in your company?		
5.	Number of employees who are under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.		

Revision Date: 7/20/00

This form is to be completed by the contractor/CFAR and subcontractors and should be accompanied with the contract, proposal, and/or submittal.

Rev.: 3/29/2002

## Section 19 - WIA Subgrant Agreement

### 19. Intellectual Property Provisions

#### a). Federal Funding

In any subgrant funded in whole or in part by the federal government, Subgrantor may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the subgrant, except as provided in 37 Code of Federal Regulations part 401.14. However, pursuant to 29 CFR section 97.34 the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

#### b). Ownership

- (1). Except where Subgrantor has agreed in a signed writing to accept a license, Subgrantor shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement.
- (2). For the purposes of this subgrant agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by Subgrantor, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
  - (a). For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.
- (3). In the performance of this subgrant agreement, Subgrantee may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this subgrant agreement. In addition, under this subgrant agreement, Subgrantee may

## Attachment C

access and utilize certain of Subgrantor's intellectual property in existence prior to the effective date of this subgrant agreement. Except as otherwise set forth herein, Subgrantee shall not use any of Subgrantor's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of Subgrantor. Except as otherwise set forth herein, neither the Subgrantee nor Subgrantor shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this subgrant agreement, Subgrantee accesses any third-party Intellectual Property that is licensed to Subgrantor, Subgrantee agrees to abide by all license and confidentiality restrictions applicable to Subgrantor in the third-party's license agreement.

- (4). Subgrantee agrees to cooperate with Subgrantor in establishing or maintaining Subgrantor's exclusive rights in the Intellectual Property, and in assuring Subgrantor's sole rights against third parties with respect to the Intellectual Property. If the Subgrantee enters into any agreements or subcontracts with other parties in order to perform this subgrant agreement, Subgrantee shall require the terms of the agreements to include all Intellectual Property provisions of paragraph nineteen a) through nineteen i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to Subgrantor all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, subgrantee or subgrantor and which result directly or indirectly from this subgrant agreement or any subcontract.
- (5). Pursuant to paragraph nineteen (b) (4) of the Intellectual Property Provisions in Exhibit BB to this subgrant agreement, the requirement for the Subgrantee to include all Intellectual Property Provisions of paragraph nineteen a) through nineteen i) of the Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to subgrant agreements or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 663.700-730.
- (6). Subgrantee further agrees to assist and cooperate with Subgrantor in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce Subgrantor's Intellectual Property rights and interests.

### c). Retained Rights / License Rights

- (1). Except for Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement, Subgrantee shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this subgrant agreement. Subgrantee hereby grants to Subgrantor, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Subgrantee's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this subgrant, unless Subgrantee assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2). Nothing in this provision shall restrict, limit, or otherwise prevent Subgrantee from using any ideas, concepts, know-how, methodology or techniques related to its performance under this subgrant agreement, provided that Subgrantee's user does

## Attachment C

not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of Subgrantor or third party, or result in a breach or default of any provisions of paragraph nineteen a) through nineteen i) or result in a breach of any provisions of law relating to confidentiality.

### d). Copyright

- (1) Subgrantee agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph nineteen (b) (2) (a) of authorship made by or on behalf of Subgrantee in connection with Subgrantee's performance of this subgrant agreement shall be deemed "works made for hire." Subgrantee further agrees that the work of each person utilized by Subgrantee in connection with the performance of this subgrant agreement will be a "work made for hire," whether that person is an employee of Subgrantee or that person has entered into an agreement with Subgrantee to perform the work. Subgrantee shall enter into a written agreement with any such person that: (i) all work performed for Subgrantee shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to Subgrantor to any work product made, conceived, derived from or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement.
- (2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this subgrant agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement may not be reproduced or disseminated without prior written permission from Subgrantor.

### e). Patent Rights

With respect to inventions made by Subgrantee in the performance of this subgrant agreement, which did not result from research and development specifically included in the Subgrant's scope of work, Subgrantee hereby grants to Subgrantor a license as described under paragraph nineteen c) for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the subgrant agreement's scope of work, then Subgrantee agrees to assign to Subgrantor, without addition compensation, all its right, title and interest in and to such inventions and to assist Subgrantor in securing United States and foreign patents with respect thereto,

### f). Third-Party Intellectual Property

Except as provided herein, Subgrantee agrees that its performance of this subgrant agreement shall not be dependent upon or include any Intellectual Property of Subgrantee or third party without first: (i) obtaining Subgrantor's prior written approval; and (ii) granting to or obtaining for Subgrantor's, without additional compensation, a license, as described in paragraph nineteen c), for any of Subgrantee's or third-party's Intellectual Property in existence prior to the effective date of this subgrant agreement. If such a license upon these terms is unattainable, and Subgrantor determines that the Intellectual Property should be included in or is required for Subgrantee's performance of this subgrant agreement, Subgrantee shall obtain a license under terms acceptable to Subgrantor.

## Attachment C

### g). Warranties

#### (1). Subgrantee represents and warrants that:

- (a). It has secured and will secure all rights and licenses necessary for its performance of this subgrant agreement.
- (b). Neither Subgrantee's performance of this subgrant agreement, nor the exercise by either Party of the rights granted in this subgrant agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by Subgrantee.
- (c). Neither Subgrantee's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (d). It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors.
- (e). Of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.
- (f). It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to Subgrantor in this subgrant agreement.
- (g). It has appropriate systems and controls in place to ensure that state and federal funds will not be used in the performance of this subgrant agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- (h). It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Subgrantee's performance of this subgrant agreement.

#### (2). SUBGRANTOR MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS SUBGRANT AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

### h). Intellectual Property Indemnity

- (1). Subgrantee shall indemnify, defend and hold harmless Subgrantor and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related

## Attachment C

thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not Subgrantee is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Subgrantee pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of Subgrantor's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this subgrant agreement. Subgrantor reserves the right to participate in and/or control, at Subgrantee's expense, any such infringement action brought against Subgrantor.

- (2). Should any Intellectual Property licensed by the Subgrantee to Subgrantor under this subgrant agreement become the subject of an Intellectual Property infringement claim, Subgrantee will exercise its authority reasonably and in good faith to preserve Subgrantor's right to use the licensed Intellectual Property in accordance with this subgrant agreement at no expense to Subgrantor. Subgrantor shall have the right to monitor and appear through its own counsel (at Subgrantee's expense) in any such claim or action. In the defense or settlement of the claim, Subgrantee may obtain the right for Subgrantor to continue using the licensed Intellectual Property or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, Subgrantor may be entitled to a refund of all monies paid under this subgrant agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3). Subgrantee agrees that damages alone would be inadequate to compensate Subgrantor for breach of any term of these Intellectual Property provisions of paragraph nineteen a) through nineteen i) by Subgrantee. Subgrantee acknowledges Subgrantor would suffer irreparable harm in the event of such breach and agrees Subgrantor shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

### i). Survival

The provisions set forth herein shall survive any termination or expiration of this subgrant agreement or any project schedule.





## Attachment E - Out-of-School

Pivotal Point Youth Services, Inc.  
 2647 International Blvd., Ste 320  
 Oakland, CA 94601  
 510.536.6604

**OUT-OF-SCHOOL YOUTH  
 CHART OF PARTICIPANT PERFORMANCE BENCHMARKS  
 JULY 1, 2006 - JUNE 30, 2007**

Unit No.	Benchmark	Description of Benchmark Activities to Be Completed	Stipend to each Participant for Benchmark Completion	Units of Provider Service Required for Benchmark
1	Elgibility and Enrollment	Completion of application; obtaining and submitting vital documents; completion of CASAS assessment	\$200.00	5 hours
2	Basic Skills Goal #1	Completion of job readingness workshop; completion of entrepreneurship training; completion of life skills training	\$200.00	10 hours
3	Basic Skills Goal #2	Completion of job readingness workshop; completion of entrepreneurship training; completion of life skills training	\$200.00	10 hours
4	Numeracy & Literacy Gain	Completion of tutorial services; completion of GED Preparation; completion of pre/post test of literacy of math/reading	\$800.00	20-120 hours
5	Leadership Development	Actively participate in leadership training and youth advisory board activities	\$300.00	20 hours
6	Subsidized Employment	Obtain transitional employment opportunity either part-time/full-time	\$1,440.00	160 hours
7	Certificate or Occupational Program	Complete certification or occupational skills training program	\$800.00	N/A

## ATTACHMENT A

### STATEMENT OF WORK

#### 1. PROGRAM NARRATIVE

##### A. Description of Program Services:

**The 10 Elements of WIA youth services will be addressed and provided by Pivotal Point Youth Services (PPYS). There will be at least 18 out-of-school youth enrolled and served under this contract.**

*Tutoring Services, Study Skills Training, and instruction leading to secondary school completion, including drop-out prevention*

Pivotal Point Youth Services (PPYS) One-to-One Tutoring (1-2-1) program emphasizes the tutor/mentor relationship to the youth, in order to facilitate the youth's hope and enthusiasm for learning, thus engaging the youth in the tutoring services. The educational philosophy of the PPYS tutoring program is to view each youth individually to create an approach of constant positive reinforcement. Each youth is matched with a tutor who has a complimentary personality and similar interests, as a core element of the tutoring is the mentor relationship, which develops over time.

Tutors are typically college students who can be role models and encourage the youth to aspire for educational achievement and the pursuit of higher education. The main focus of the tutoring program is to provide academic skill building in the core subjects of Math and Reading, rather than simply homework assistance. The main focus of the tutoring is to assess what skills each youth is lacking and work step-by step to build these skills, at the same time increasing the youth's self-esteem through their academic successes. Youth complete pre-assessments in the key areas of Reading Comprehension and Mathematics. During the assessments the tutor will observe what areas the youth has particular difficulties, determine the appropriate teaching method based on how the individual child learns – visually, auditory, kinesetic or a combination of styles. Each tutoring session is then focused on addressing the youth's needs that will best serve him or her. Tutors typically meet with their youth twice a week; each session is one to two (1-2) hours long.

*Alternative secondary school services/offerings*

Pivotal Point will make referrals to alternative school programs for students who are/have not succeeded in the traditional high school settings. These alternative programs help students get back on track while we continue to assist the youth with job searching and employment counseling.

*Paid or unpaid work experience (job shadowing/internships)*

Our Job Coach thoroughly researches internship opportunities for youth in order to provide various additional paid and unpaid work experience opportunities for youth participants. The vocational stipends for most paid work experience opportunities are paid through Pivotal Point utilizing private donations, corporate sponsorships and WIA funds. We are continually developing and cultivating employer relationships for work

experience/job placements for our youth participants. These efforts are designed to provide opportunities for youth to learn employability skills through hands on experience. The youth also have an opportunity to shadow working professionals in the community, hear career/professionals speakers and conduct informational interviews. The internship program is an integral part of the overall program and is used to provide work experience opportunities that enhance academic success. Youth participating in this program, as with all other services provided, receive follow-up services for twelve months.

### *Leadership Development*

Addressing youth development and leadership issues is critical for foster youth, and others who support them in achieving their future goals. Improving access and participation in this area provides:

- youth with the skills and abilities, both personally and within the community, to achieve a successful transition into adult life
- supporters with a pathway to assist the youth in planning for the future
  - ideas and avenues to implement specific leadership activities
- a solid foundation to help youth become involved, responsible, and in charge of planning for their own future

PPYS will offer seminars to be held throughout the year. Each seminar will be two hours long once a week for 6 weeks. The seminars will be small, serving up to 10 youth, in order to get the most individual attention out of the experience. The seminar will consist of the following elements: define what a leader is, pre/post self-assessment, terminology, exercises in teamwork - team building activities, role models, Internet research, talents and qualities of a good leader, speaking to an issue, and effective communication of message. During the team building activities youth will examine what role a leader plays in the group. PPYS has provided shorter versions of these seminars to youth who participating in California Youth Connection (CYC) and who are on Youth Advisory Councils. The seminar will use the pre and post self-assessment of the youth's leadership skills and qualities as a measurement tool. The youth are expected to show an increase awareness of their personal leadership qualities and an improvement on their leadership skills. The leadership development curriculum is designed to empower youth to think strategically about their lives, and communities, which enable larger impacts on the current economy.

### *Occupational Skills Training*

Occupational skills training opportunities are made available through the local adult schools, nursing programs, pre-apprenticeship programs and other community training agencies. The ROP offers excellent computer training, graphic design, floral design, security training, child development and auto mechanics. The adult schools and nursing programs offer occupational courses in medical assisting, home health aiding, certified nursing assistance, auto mechanics, baking, culinary arts and other occupations focusing on the individual's interest. Pivotal Point provides linkages to many occupational skills training programs and pays for a portion of the training. The Intake and Assessment Specialist and Job Coach coordinate referrals and enrollment in the programs. The trainings provide opportunities for youth to receive specialized skills that increase their employability and actual placement in a job that pays a living wage.

Pivotal Point additionally offers Entrepreneurship Training to youth accessing the program. The training designed by the National Foundation for Teaching Entrepreneurship, will be facilitated by Certified Entrepreneurship Trainers and will cover basic business concepts including: market research & business selection, tracking costs & revenues, marketing & advertising, negotiation & pricing, business plan creation, etc.

#### *Supportive Services*

Pivotal Point provides support services in assisting with transportation (bus/Bart passes), referrals to medical and mental health agencies, assistance with school supplies, work tools, uniform and work clothes, child care linkages, housing and other needed support services.

#### *Adult Mentoring*

Our adult mentoring program is implemented primarily through the workplace during internship programs. Employers receiving subsidies for their youth wages are required to provide career mentoring and feedback to the youth on their skill, behavior and other pertinent issues. In our experience many youth found the mentoring provided to them during their internships meaningful and appreciated the career support and guidance. These relationships prepare youth for the world of work through one-on-one soft skills training and support. Additionally, each youth is offered drop-in one-to-one mentoring by office staff on an ongoing basis.

#### *Comprehensive Guidance and Counseling*

In school youth receive comprehensive career guidance and counseling through their school career centers and the Independent Living Skills Programs. Those youth who are not in school receive this guidance and counseling through our Intake and Assessment procedure and are monitored by the Job Coach and Job Developer who provide these intensive services. The services include career assessments and goal planning which help the youth develop ideas about what kind of career they would like to pursue in the future.

#### *Summer Employment Opportunities*

Pivotal Point provides summer employment opportunities through various employer partners. Other employer partnerships continue to be established through the efforts of our Job Developer. During these summer employment opportunities the youth are exposed to a variety of fields including marketing, real estate, human resources, graphic design etc.

#### *Follow-up Services*

Pivotal Point provides follow-up with youth participants for twelve months through regular phone and in-person contact conducted by the Job Coach and Peer Support Worker. The services also include career progression counseling and evaluations to ensure the youth are able to continually upgrade their skills and receive higher paying jobs, and follow-up calls to employers to monitor on-the-job success, progression and retention.

### **B. Local Workforce Investment Area Performance Goals [pursuant to Section 136 of the WIA regulations and modified by the Training and Employment Guidance Letter No. 17-05 on the Common Measures]:**

The following performance measures were established by the State and adopted by the local WIB as a measuring tool for program performance. All contracts will be modified if and when the State or local WIB make changes to these levels and contractors will be subject to those changes.

**Core Performance Measures:**

Please note that this is an estimate of the performance measure goals set by the State for 08/09 Program Year and are subject to change if new guidelines are established at the State level and/or if the local WIB increases these performance levels.

- a) **All Youth**
  - Placement in Employment or Education** 67%  
(rate of participants who enter employment, post-secondary education, the military, advanced training or occupational skills training – excluding those employed or in post-secondary education at the time of enrollment – by the first quarter after exit)
  - Attainment of a Degree or Certificate** 50%  
(rate of participants who attain a diploma, GED or certificate by the end of the third quarter after exit)
- b) **Out-of-school, basic skills deficient youth**  
In addition to placement in employment or education and attainment of degree or certificate, out-of-school youth who are basic skills deficient can attain:
  - Literacy and Numeracy Gains** 39%  
(number of youth participants who increase one or more educational levels within one year in the program and every twelve months thereafter until exited from the program)

**C. Training Design**

**1) Technical Description of Training: as described in proposal and provided curricula.**

**Job Readiness Training:** *Blueprint for Workplace Success Curriculum*

**Financial Literacy Training:** *Rich Dad, Poor Dad Cash Flow Board Game, Operation Hope Financial Advisor and Wells Fargo Banking Consultants*

**Entrepreneurship Training:** *National Foundation for Teaching Entrepreneurship Curriculum*

**Leadership Training:** *Edward De Jesus', "Makin' It" Positive Peer Influence Curriculum*

**2) Training Schedule:**

*-Job Readiness: 16 hours of training Mon-Thurs from 4-6 (Two weeks every month of the year starting July 2008).*

*-Financial Literacy: 6 hours of training 1 day a week for 3 weeks 3 x throughout the year starting September 2008.*

*-Entrepreneurship Training: 48 hours of training Mon & Fri from 3-5 (Twelve Weeks 3 x throughout the year starting July 2008).*

*-Leadership Training: 24 hours of training 1 day a week for twelve weeks 3 x throughout the year starting July 2008.*

**The program will be closed on the following holidays:**

New Year's Day  
Martin Luther King's Birthday  
Malcolm X's Birthday May 19<sup>th</sup> (will close early 1pm)  
Marcus Garvey's Birthday August 17<sup>th</sup> (will close early 1pm)  
Memorial Day  
Independence Day  
Labor Day  
President's Day  
Admission Day  
Thanksgiving Day & day after  
Kwanzaa Holiday

**3) Program Schedule/ Office Hours**

First enrollment date      July 1, 2008  
Last date of enrollment      April 30, 2009

Monday –Friday 10am-6pm  
Some Saturdays for outreach and recruitment

**2. PARTICIPANT CRITERIA**

Participant Entry Requirements: All clients will meet the criteria set forth in the WIA regulations for youth services.

**3. RECRUITMENT AND ORIENTATION**

A. **Outreach & Recruitment** - conducted during July-Sept 2008 through out Oakland at various youth services programs as well as Social Services ILSP program. Youth targeted for services include:

- Youth involved in gangs, on probation and/or in the juvenile justice system;
- Youth in foster care;
- Youth requiring housing;
- Truant Youth;
- Youth requiring mental health and other disability services;
- Youth in the public assistance/welfare system;
- Youth of Limited English Proficiency (LEP).

B. **Orientation**- Scheduled at Pivotal Point on Tuesdays starting in September 2008 Vocational Orientations are help specifically for the older youth (18-24 year old) and Program Orientation for all youth including those in-school.

**4. ASSESSMENT**

The initial assessment and ISS is conducted by the Intake and Assessment Specialist and/or Program Assistant. Through the assessment we collect personal information, foster care and probation status, education levels and employment/volunteer skills and experience. The ISS is developed according to what goals the youth would like to achieve and services based on any barriers to employment uncovered. Also, a career assessment is conducted "Follow Your True Colors To The Work You Love" by Carolyn Kalil to help the youth discover their career track based on their personal interest, talents, and abilities and how it can transfer to work opportunities.

Additionally, PPYS measure the academic and basic skill level of the youth through the CASAS basic skills assessment tool designed to provide information on the verbal and mathematic skills of each youth. The program is designed to assess a youth's immediate employability and meets the requirements of WIA standards. Ongoing assessment and ISS updates are provided.

**5. INDIVIDUAL SERVICE STRATEGY (ISS)**

Each participant will work directly with a counselor to develop an ISS that will be in full accordance with the WIA, its regulations and the Oakland PIC's ISS requirements.

**6. CERTIFICATION**

The contractor will be responsible for the collection of eligibility documentation, completion of all WIA enrollment forms and the scheduling of meeting with Oakland PIC Program Eligibility Specialist for eligibility determination and enrollment authorization. It is agreed that any costs of expenses incurred for the training and services provided before the authorized enrollment date will not be paid.

**7. PLACEMENT VERIFICATION**

Contractor will be responsible for the verification of all placements. The following are acceptable employment verification methods: a) copy of pay stub; or letter on employer's stationary verifying employment of participant; or a letter from contractor showing they have verified placement (signed by verifying party), and the date of verification. In letter the contractor must indicate reason why (A) and (B) were not possible.

**8. PARTICIPANT FOLLOW-UP**

**A. Purpose:** Follow-up is to be performed to assist participants in affirming their program goals, including proper client-employer match, educational goals, technical assistance, further job/academic development and counseling. In the process, follow-up helps determine the retention rate, attainment of degrees or certificates and other achievements with State performance-related value.

**B. Method to be used:** Post-exit follow-up will be conducted quarterly for 12 months. Follow-up services should include but not limited to the activities listed in this Statement of Work.

*Follow-up services should include but not be limited to the activities listed in Section 8.4 under the Statement of Work provisions section of this Contract.*

## ATTACHMENT B

Item  
No.

Item No.	Description	Response	Comments
1.	*How many permanent employees are employed with your company. (If less than 5 employees stop here)		
2.	How many of your permanent employees are paid above the Living Wage rate. (Refer to sub-section "A" for current wage rate)		
	How many of your permanent employees are paid below the Living Wage rate. (Refer to sub-section "A" for current wage rate)		
3.	Number of compensated days off per employee (Refer to subsection "B" on the other side of the form for the correct number of compensated days off.		
4.	Number of trainees in your company?		
5.	Number of employees who are under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.		

Revision Date: 7/20/00

This form is to be completed by the contractor/CFAR and subcontractors and should be accompanied with the contract, proposal, and/or submittal.

Rev.: 3/29/2002



## Attachment C

### Section 19 WIA Subgrant Agreement

#### 19. Intellectual Property Provisions

##### a). Federal Funding

In any subgrant funded in whole or in part by the federal government, Subgrantor may *acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the subgrant, except as provided in 37 Code of Federal Regulations part 401.14. However, pursuant to 29 CFR section 97.34 the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.*

##### b). Ownership

- (1). Except where Subgrantor has agreed in a signed writing to accept a license, Subgrantor shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement.
- (2). For the purposes of this subgrant agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by Subgrantor, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
  - (a). For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.
- (3). In the performance of this subgrant agreement, Subgrantee may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this subgrant agreement. In addition, under this subgrant agreement, Subgrantee may

## Attachment C

access and utilize certain of Subgrantor's intellectual property in existence prior to the effective date of this subgrant agreement. Except as otherwise set forth herein, Subgrantee shall not use any of Subgrantor's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of Subgrantor. Except as otherwise set forth herein, neither the Subgrantee nor Subgrantor shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this subgrant agreement, Subgrantee accesses any third-party Intellectual Property that is licensed to Subgrantor, Subgrantee agrees to abide by all license and confidentiality restrictions applicable to Subgrantor in the third-party's license agreement.

- (4). Subgrantee agrees to cooperate with Subgrantor in establishing or maintaining Subgrantor's exclusive rights in the Intellectual Property, and in assuring Subgrantor's sole rights against third parties with respect to the Intellectual Property. If the Subgrantee enters into any agreements or subcontracts with other parties in order to perform this subgrant agreement, Subgrantee shall require the terms of the agreements) to include all Intellectual Property provisions of paragraph nineteen a) through nineteen i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to Subgrantor all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, subgrantee or subgrantor and which result directly or indirectly from this subgrant agreement or any subcontract.
- (5). Pursuant to paragraph nineteen (b) (4) of the Intellectual Property Provisions in Exhibit BB to this subgrant agreement, the requirement for the Subgrantee to include all Intellectual Property Provisions of paragraph nineteen a) through nineteen i) of the Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to subgrant agreements or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 663.700-730.
- (6). Subgrantee further agrees to assist and cooperate with Subgrantor in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce Subgrantor's Intellectual Property rights and interests.

### c). Retained Rights / License Rights

- (1). Except for Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement, Subgrantee shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this subgrant agreement. Subgrantee hereby grants to Subgrantor, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Subgrantee's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this subgrant, unless Subgrantee assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2). Nothing in this provision shall restrict, limit, or otherwise prevent Subgrantee from using any ideas, concepts, know-how, methodology or techniques related to its performance under this subgrant agreement, provided that Subgrantee's user does

## Attachment C

not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of Subgrantor or third party, or result in a breach or default of any provisions of paragraph nineteen a) through nineteen i) or result in a breach of any provisions of law relating to confidentiality.

### d). Copyright

- (1) Subgrantee agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph nineteen (b) (2) (a) of authorship made by or on behalf of Subgrantee in connection with Subgrantee's performance of this subgrant agreement shall be deemed "works made for hire." Subgrantee further agrees that the work of each person utilized by Subgrantee in connection with the performance of this subgrant agreement will be a "work made for hire," whether that person is an employee of Subgrantee or that person has entered into an agreement with Subgrantee to perform the work. Subgrantee shall enter into a written agreement with any such person that: (i) all work performed for Subgrantee shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to Subgrantor to any work product made, conceived, derived from or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement.
- (2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this subgrant agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement may not be reproduced or disseminated without prior written permission from Subgrantor.

### e). Patent Rights

With respect to inventions made by Subgrantee in the performance of this subgrant agreement, which did not result from research and development specifically included in the Subgrantor's scope of work, Subgrantee hereby grants to Subgrantor a license as described under paragraph nineteen c) for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the subgrant agreement's scope of work, then Subgrantee agrees to assign to Subgrantor, without addition compensation, all its right, title and interest in and to such inventions and to assist Subgrantor in securing United States and foreign patents with respect thereto,

### f). Third-Party Intellectual Property

Except as provided herein, Subgrantee agrees that its performance of this subgrant agreement shall not be dependent upon or include any Intellectual Property of Subgrantee or third party without first: (i) obtaining Subgrantor's prior written approval; and (ii) granting to or obtaining for Subgrantor's, without additional compensation, a license, as described in paragraph nineteen c), for any of Subgrantee's or third-party's Intellectual Property in existence prior to the effective date of this subgrant agreement. If such a license upon these terms is unattainable, and Subgrantor determines that the Intellectual Property should be included in or is required for Subgrantee's performance of this subgrant agreement, Subgrantee shall obtain a license under terms acceptable to Subgrantor.

WORKFORCE INVESTMENT ACT ("WIA")

Contract #: 06-Y-04  
 Funding: Title I Youth  
**Modification #1**

Oakland Private Industry Council, Inc., ("Oakland PIC"), as One-Stop System Administrator for the Oakland Workforce Investment Board ("Oakland WIB")

Modification of AGREEMENT ("Contract") made by and between the following parties:

Oakland Private Industry Council, Inc. ("Oakland PIC") 1212 Broadway, Suite 300 Oakland, CA 94612  Contact: Pedro Toledo Phone: (510) 768-4418	Scotlan Youth & Family Center, Inc. 1651 Adeline Street Oakland, CA 94607  Contact: Richard de Jauregui, ED Phone: (510) 832-4544
------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------

The parties execute this contract modification according to the terms specified below:

- Date of Modification: July 1, 2007
- Contract Term  
 Contract Effective Date: July 1, 2006  
 Performance period: July 1, 2006 through **June 30, 2008**

3. Obligations/Payment Provisions

Carried Over Program Funds from performance period 06-07	\$14,975.35
Carried Over Wages and Support Services funds for participants enrolled in Program Year 06-07	-\$2,921.76

Program Funds intended for performance period 07-08	\$177,800.00
Wages and Support Services funds intended for participants enrolled in Program Year 07-08	\$111,676.98
<b>Total</b>	<b>\$301,530.57</b>

Number of In-School Participants carried over from performance period 06-07	8
Number of Out-of-School Participants carried over from performance period 06-07	14
Number of new In-School Participants to be enrolled during performance period 07-08	17
Number of new out-of-School Participants to be enrolled during performance period 07-08	40
<b>Total number of participants to be served during 2007-08</b>	<b>79</b>

**Note:** Contractor must keep track of all supportive services expenditures separately. Over-expenditures that may occur will not be covered during the course of the Program Year. In addition, please note that all childcare is provided through Bananas (an Oakland PIC independent contractor) by purchase order submitted to the Oakland PIC's Program Oversight Department. Transportation expenses will only be reimbursed if the proper back-up documentation is provided. All client files must reflect supportive and other services provided.

4. Purpose of Modification

- a. To modify the performance period
- b. To clearly identify the amounts available from the prior performance period (2006-07) as well as the total number of participants to be served (i.e., carried over from previous years plus those enrolled during the current performance period).
- c. The total amount of funding under this Agreement has also been updated in Section 10.3(a) "Funding Allowances By Category/Expenditure Tracking."

Wages, Stipends and Supportive Services

A total of \$108,755.22 has been allocated for supportive services and wages for the period July 1, 2007 through June 30, 2008, and may be used for:

**Supportive services, stipends and wages for clients. A portion of these funds (-\$2,921.76) will be used for clients enrolled between July 1, 2006 and June 30, 2007 who are still active or on follow-up during this period. The remainder of the funds (\$111,676.98) will be used for those clients enrolled between July 1, 2007 and June 30, 2008.** Contractors must track these expenditures separately so as to ensure that no overspending occurs, and to establish a mechanism for estimating and securing future funding that is adequate for youth in this and future years. Attachment E provides the definition agreed upon on the use of funds for stipends and/or bonuses to be paid to participants for accomplishing a given benchmark.

- d. All other terms and conditions remain the same.

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

Oakland Private Industry Council, Inc.

Scotlan Youth & Family Center, Inc.

By: 

Gay Plair Cobb  
Chief Executive Officer

By: 

Richard de Jauregui  
Executive Director

**Contract**  
**2006-2007**

FILED  
OFFICE OF THE CITY CLERK  
OAKLAND  
09 MAR 12 PM 1:29

GEORGE P. SCOTLAN YOUTH & FAMILY CENTER

Item: \_\_\_\_\_  
CED Committee  
March 24, 2009

WORKFORCE INVESTMENT ACT ("WIA")

Contract #: 06-Y-04  
 Funding: Title I Youth  
**Modification #1**

Oakland Private Industry Council, Inc., ("Oakland PIC"), as One-Stop System Administrator for the Oakland Workforce Investment Board ("Oakland WIB")

Modification of AGREEMENT ("Contract") made by and between the following parties:

Oakland Private Industry Council, Inc. ("Oakland PIC") 1212 Broadway, Suite 300 Oakland, CA 94612  Contact: Pedro Toledo Phone: (510) 768-4418	Scotlan Youth & Family Center, Inc. 1651 Adeline Street Oakland, CA 94607  Contact: Richard de Jauregui, ED Phone: (510) 832-4544
------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------

The parties execute this contract modification according to the terms specified below:

- Date of Modification: July 1, 2007
- Contract Term  
 Contract Effective Date: July 1, 2006  
 Performance period: July 1, 2006 through **June 30, 2008**

3. Obligations/Payment Provisions

Carried Over Program Funds from performance period 06-07	\$14,975.35
Carried Over Wages and Support Services funds for participants enrolled in Program Year 06-07	-\$2,921.76

Program Funds intended for performance period 07-08	\$177,800.00
Wages and Support Services funds intended for participants enrolled in Program Year 07-08	\$111,676.98
<b>Total</b>	<b>\$301,530.57</b>

Number of In-School Participants carried over from performance period 06-07	8
Number of Out-of-School Participants carried over from performance period 06-07	14
Number of new In-School Participants to be enrolled during performance period 07-08	17
Number of new out-of-School Participants to be enrolled during performance period 07-08	40
<b>Total number of participants to be served during 2007-08</b>	<b>79</b>



**Note:** Contractor must keep track of all supportive services expenditures separately. Over-expenditures that may occur will not be covered during the course of the Program Year. In addition, please note that all childcare is provided through Bananas (an Oakland PIC independent contractor) by purchase order submitted to the Oakland PIC's Program Oversight Department. Transportation expenses will only be reimbursed if the proper back-up documentation is provided. All client files must reflect supportive and other services provided.

4. Purpose of Modification

- a. To modify the performance period
- b. To clearly identify the amounts available from the prior performance period (2006-07) as well as the total number of participants to be served (i.e., carried over from previous years plus those enrolled during the current performance period).
- c. The total amount of funding under this Agreement has also been updated in Section 10.3(a) "Funding Allowances By Category/Expenditure Tracking."

Wages, Stipends and Supportive Services

A total of **\$108,755.22** has been allocated for supportive services and wages for the period **July 1, 2007** through **June 30, 2008**, and may be used for:

**Supportive services, stipends and wages for clients. A portion of these funds (-\$2,921.76) will be used for clients enrolled between July 1, 2006 and June 30, 2007 who are still active or on follow-up during this period. The remainder of the funds (\$111,676.98) will be used for those clients enrolled between July 1, 2007 and June 30, 2008.** Contractors must track these expenditures separately so as to ensure that no overspending occurs, and to establish a mechanism for estimating and securing future funding that is adequate for youth in this and future years. Attachment E provides the definition agreed upon on the use of funds for stipends and/or bonuses to be paid to participants for accomplishing a given benchmark.

- d. All other terms and conditions remain the same.

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

Oakland Private Industry Council, Inc.

By: 

Gay Plair Cobb  
Chief Executive Officer

Scotlan Youth & Family Center, Inc.

By: 

Richard de Jauregui  
Executive Director

**Contract**  
**2006-2007**

Oakland Private Industry Council, Inc., ("Oakland PIC"), as One-Stop System Administrator for the Oakland Workforce Investment Board ("Oakland WIB")

Funding: Title I Youth

AGREEMENT made by and between the following parties:

Oakland Private Industry Council, Inc. ("Oakland PIC") 1212 Broadway, Suite 300 Oakland, CA 94612  Contact: Pedro Toledo Phone: (510) 768-4418	Scotlan Youth & Family Center, Inc. 1651 Adeline Street Oakland, CA 94607  Contact: Richard de Jauregui, ED Phone: (510) 832-4544
------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------

The parties execute this Contract according to the terms specified below:

1. Term  
 Contract Period: July 1, 2006 through June 30, 2008  
 Effective Date: July 1, 2006  
 Performance period: July 1, 2006 through June 30, 2007
2. Type of Contract  
 The State funds available and allocated under the WIA that are hereby obligated by the Oakland PIC, as authorized representative for the Oakland WIB, are to be paid according to applicable regulations and rules governing Performance-Based Contracts.
3. Obligations for the Period July 1, 2006 through June 30, 2007

Program Funds:	\$ 177,800.00
Participant Wages and Supportive Services:	\$ 111,676.98
	-----
Total:	\$ 289,476.98

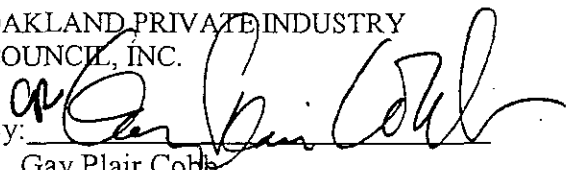
Number of Participants:	
In-School Youth	17
Out-of-School Youth	40

**Note:** Contractor must keep track of all supportive services expenditures separately. Over-expenditures that may occur will not be covered during the course of the Program Year. In addition, please note that all childcare is provided through Bananas (an Oakland PIC independent contractor) by purchase order submitted to the Oakland PIC's Program Oversight Department. Transportation expenses will only be reimbursed if the proper back-up documentation is provided. All client files must reflect supportive and other services provided.

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

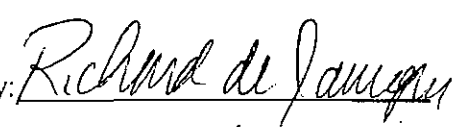
OAKLAND PRIVATE INDUSTRY  
COUNCIL, INC.

By: \_\_\_\_\_

  
Gay Plair Cobb  
Chief Executive Officer

CONTRACTOR

By: \_\_\_\_\_

  
Title: Exec. Director

The purpose of this Contract is to set forth the responsibilities of the Scotlan Youth & Family Center, Inc., as a Contractor to provide youth employment and training-related services. These services are contracted by the Oakland Private Industry Council, Inc., as the agent for the Oakland Workforce Investment Board ("WIB"), and pursuant to the Workforce Investment Act ("WIA").

## 1.0 GENERAL TERMS AND CONDITIONS

The Contractor, for and in consideration of all covenants, conditions, and stipulations contained in this Contract, agrees to the following:

- 1.1 This contract, with its attached exhibits embodies the entire agreement between the Oakland PIC and the Contractor. The parties to this contract shall not be bound by nor be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not stated herein. No changes, amendments, or modifications of any of the terms and conditions stated herein shall be valid unless reduced to writing and signed by both parties, except as stated in provision number 4.2 of this contract.

This contract is authorized under the federal Workforce Investment Act (i.e., WIA or Public Law 105-220 at 29 USC 2801 et seq.), its regulations (i.e., at 20 CFR Part 652 et al.), the State of California's implementing legislation in its Government and Unemployment Insurance Codes, the Living Wage Ordinance of the Oakland Municipal Code, and all other federal, state, and local laws cited in them and this contract.

Should any part, term, or provision of this contract be decided by a court to be illegal or in conflict with federal, state, or local law, the validity of the remaining portions and provisions of this contract shall not be affected thereby.

- 1.2 Any liabilities or disputes as may arise under this Agreement are between the parties to it; and neither the federal government represented by the U.S. Department of Labor, nor the State of California is a party to this Agreement, and no legal liability on the part of any of them is implied under the terms of this Agreement.
- 1.3 The Contractor shall indemnify, defend and hold harmless, the Oakland PIC/ Oakland WIB and the City of Oakland, and their officers, agents and employees, from any and all liabilities and claims of any nature or damages of any character whatsoever, including death, sickness or injury to persons or property from any cause whatsoever arising from or connected with the operations or services of the Contractor, resulting from the conduct, negligent or otherwise, in whole or in part, of the Contractor, its agents, representatives, or employees to the extent permitted by law.
- 1.4 The Contractor, and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Oakland PIC/ Oakland WIB, or the City of Oakland.
- 1.5 Contractor shall provide access to the Oakland PIC, Oakland WIB, the City of Oakland, the State of California and the U.S. Department of Labor, and their authorized representatives, to financial records, supporting documents, statistical records and all other records pertinent to this Agreement for the purpose of making audits, exams, excerpts and

transcription, at all times that the grant is in force and for a period of three (3) years thereafter, and pursuant to the use of WIA funds. Such records must be retained for that same period or until notified by the Oakland PIC/Oakland WIB/City of Oakland that there is no further need for retention.

1.6 Grievance

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

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

1.8 CITY OF OAKLAND LIVING WAGE ORDINANCE

Pursuant to the "Rules and Regulations for Implementation of the Living Wage Ordinance for the City of Oakland and the Redevelopment Agency of the City of Oakland": This Contract is subject to the Living Wage Ordinance of the Oakland Municipal Code and its implementing regulations if it is for an amount of \$25,000 or more, or if it is amended to increase the Contract amount by \$25,000 in any twelve-month period thereafter. The Ordinance requires among other things, submission of the Declaration of Compliance attached and incorporated herein and made part of this Contract. **Note: Attachment B should be completed and returned to the Oakland PIC no later than one week after signing this Contract.** In addition, unless specific exemptions apply or a waiver is granted, the Contractor shall provide the following to its employees who perform services under or related to this Contract:

- a. Minimum Compensation - Said employees shall be paid an initial hourly wage rate of \$10.07 with health benefits or \$11.58 without health benefits. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor.
- b. Health Benefits - Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.25 per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than thirty-(30) days after execution of the contract or receipt of City financial assistance.
- c. Compensated Days Off - Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request and ten uncompensated days off per year for sick leave. Employees shall accrue one

compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.

- d. Federal Earned Income Credit (EIC) - Contractor shall inform said employees who earn less than \$12.00 per hour that he or she may be eligible for EIC and shall provide forms to apply for advance EIC payments to eligible employees.
- e. Contractor shall provide to all employees and to the City of Oakland's Office of Contract Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include information set forth in Sections (a) through (d) above.
- f. Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within thirty-(30) days of employment under this Contract.
- g. Reporting - Contractor shall maintain a listing of the name, address, date of hire, occupation classification, rate of pay and benefits paid for each of its employees and submit a copy of the list to City of Oakland's Contract Compliance by March 31, June 30, September 30, and December 31 of each year during the applicable compliance period. Failure to provide this list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. **Any fine imposed must be paid from non-WIA funds.** Covered contractors, and CFARs shall maintain payrolls for all employees and basic records relating thereto and shall preserve them for a period of at least four (4) years after expiration of the compliance period.
- h. Contractor shall require subcontractors that provide services under or related to this Contract to comply with the above Living Wage provisions. Subcontractor shall include the same or similar provisions as those set forth in Sections (a) through (g) above in its subcontracts. Copies of said subcontracts shall be submitted to the City of Oakland's Office of Contract Compliance.

Furthermore, Contractor shall include the above requirements in its subcontracts for services related to this Contract.

## 2.0 INSURANCE COVERAGE

Contractor agrees, during the term of this Contract (including any extensions), to keep in effect its self-insured or other insurance policies as required by law; and to provide coverage, as applicable, that may be required by the performance of the Contract in the following minimum requirements:

- 2.1 Workers' Compensation in accordance with the provisions of Section 3700 of the State of California Labor Code; or, if Workers Compensation is not applicable, Medical and Accident insurance in the amount of one million dollars (\$1,000,000), for injury or disease resulting from an individual's participation in any activity;
- 2.2 General Liability Coverage in the amount of one million dollars (\$1,000,000) including, but not limited to, accident coverage on an "occurrence" basis and coverage of both *personal injury and bodily injury*. Such coverage will provide that no other insurance in which the Oakland PIC or Oakland WIB/City of Oakland is a covered party will be called upon to contribute to a loss. Contractor shall name the Oakland PIC, Oakland WIB/City of Oakland, their officers, employees and agents as additional insured under the policy.
- 2.3 If Contractor uses vehicles in the performance of this contract, Contractor will provide evidence of Auto Liability Coverage in the amount of one million dollars (\$1,000,000).

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

### 3.0 FUND AVAILABILITY

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

### 4.0 MODIFICATION AND TERMINATION

- 4.1 This Contract may be modified or terminated prior to its completion date by agreement of both parties as indicated by a mutually signed modification document
- 4.2 Oakland PIC may terminate this Agreement and be relieved of payment of consideration should Contractor fail to perform the duties of this Agreement at the time and manner provided or fail to comply with any requirement of the WIA, or with local policy. Additionally, the Oakland PIC may unilaterally and immediately terminate this Agreement and be relieved of payment if: Contractor delays execution of a modification beyond ten (10) working days of receipt; or if performance falls significantly under plan, or if, in the Oakland PIC's sole opinion, Contractor grossly mismanages any fiscal and/or programmatic terms and conditions contained in this Agreement. In the event of termination, the Oakland PIC shall notify Contractor ten (10) days in advance in writing of



the effective termination date, the reason for the termination of Agreement, and procedures to be used for concluding all activity relating to the Agreement. The Oakland PIC shall not be liable for any new obligations incurred by Contractor after the notice of termination date, nor shall Contractor be permitted to provide services to new participants after the notification date.

- 4.3 All notices of modification or termination shall be in writing and be delivered personally or by deposit in the U.S. Mail postage prepaid, "certified mail, return receipt requested", and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U.S. Postal Service.

Notices to the contractor will be addressed to:

Richard de Jauregui  
Executive Director  
Alameda County Youth Development, Inc./Scotlan Youth and Family Center  
1651 Adeline Street  
Oakland, CA 94607

Notices to the Oakland Private Industry Council, Inc. will be addressed to:

Pedro Toledo  
Director of Program and Performance Oversight  
Oakland Private Industry Council, Inc.  
1212 Broadway, Suite 300  
Oakland, CA 94612

## 5.0 ASSIGNMENT

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

## 6.0 REPORTING FRAUD, WASTE ABUSE AND CRIMINAL ACTIVITY

- 6.1 Contractor must not engage in and must advise Oakland PIC directly and immediately of any apparent improper or fraudulent use of WIA funds that comes to Contractor's attention; or of any apparent supplying of misinformation to Oakland PIC, the Oakland WIB, or their representatives. WIA regulations, Title 20 CFR Section 667.505 and 667.630, require that information and complaints involving criminal fraud, waste, abuse or other criminal activity must be reported immediately through the Department of Labor's Incident Reporting System to Office of the Inspector General (OIG), with a copy simultaneously provided the Employment and Training Administration.
- 6.2 WIAD02-3, incorporated by reference and made a part of this Contract, delineates the State-imposed requirements to report all instances of fraud, waste and abuse, and criminal activity to OIG and the Compliance Review Division (CRD) within **one working day** of the detection of the incident.

- 6.3 Further, Contractor shall, in addition to the above reporting, also submit a copy of such report to the Oakland PIC at the same time.

## 7.0 ASSURANCES AND CERTIFICATIONS

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

### Safeguard Against Fraud & Abuse/Statement of Non-Discrimination

- 7.1 Contractor will administer its programs under the WIA in full compliance with safeguards against fraud and abuse as set forth in federal and state regulations, directives and policies.
- 7.2 No portion of Contractor's WIA program will in any way discriminate against, deny benefits to, deny employment to or exclude from participation any persons on the grounds of race, color, sex, sexual orientation, age, handicap, or political/religious affiliation or beliefs; and it will provide services to those most in need of them and most able to benefit from them, including but not limited to, low income persons, disabled individuals, persons facing barriers to employment commonly experienced by older workers, and persons of limited English-speaking ability.
- 7.3 Program activities will be available to all eligible individuals regardless of religious affiliation or non-affiliation. WIA participants shall in no way perform or assist in the performance of activities that are sectarian in nature.
- 7.4 Participation in programs and activities financially assisted in whole or in part under this Act shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the Attorney General to work in the United States.
- 7.5 No individual will be intimidated, threatened, or coerced, or discriminated against because of filing a complaint, furnishing information, or assisting or participating in any manner in an investigation, compliance review, hearing or any other activity related to the administration of WIA.
- 7.6 Contractor has and adheres to established personnel policies with respect to hiring practices, promotion, demotion, leave and holiday practices, termination criteria and disciplinary practice, which reflect the City of Oakland/Oakland WIB and the Oakland PIC policies with regard to equal opportunity employment.

### Administrative Regulations

- 7.7 As applicable, Contractor will comply with applicable administrative provisions of the Department of Labor Federal Regulations (29 CFR part 95 or 29 CFR part 97), and the Office of Management and Budget (OMB) Circulars A-87, A-133 and A-122, as well as applicable state regulations.

- 7.8 Contractor recognizes that all powers not explicitly vested in the Contractor by this Contract remain with the Oakland PIC.

#### Confidentiality of Client Files

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

The contractor shall notify the PIC's Information Security Office (or Officer) of any actual or attempted information security incidents within 24 hours of initial detection by telephone at (510) 768-4418. Information security incidents include, but are not limited to, any event (intentional or unintentional) that causes the loss, damage, or destruction or unauthorized access, use, modification, or disclosure of information assets.

The contractor shall cooperate with the PIC and other entities designated by it in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied.

If the contractor detects a breach in the security of the information system (including any paperwork supporting data in the electronic system), which contains confidential data obtained under this contract, then the contractor is required to provide written notification to individuals who may be adversely affected by that breach pursuant to California Civil Code section 1798.82.

#### Compliance with Equal Opportunity and Nondiscrimination State and Federal WIA Laws & Regulations

- 7.10 Contractor shall comply with all provisions of state and federal equal opportunity and nondiscrimination laws including, but not limited to:

- The Workforce Investment Act of 1998, Title 188
- Title VI of the Civil Rights Act of 1964, as amended
- Title VII of the Civil Rights Act of 1964, as amended
- The Age Discrimination Act of 1975, as amended
- Sections 503 and 504 of the Rehabilitation Act of 1973, as amended
- Title IX of the Education Amendments of 1972, as amended
- Title 29 CFR Part 37
- Title 29 CFR Part 32, Nondiscrimination on the Basis of Handicap in programs and activities receiving or benefiting from Federal Financial Assistance
- The Americans with Disabilities Act of 1990, as amended
- Equal Employment Opportunity - Executive Order 11246, as amended by Executive Order 11375, and as supplemented by regulations at 41 CFR part 60

- All promulgating rules and regulations associated with these laws and orders.

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

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

#### Compliance with Relevant Federal (and Appendices), State and Local Laws

7.11 Contractor certifies that Contractor:

- a. Will comply with the Workforce Investment Act (WIA) and all of its promulgating regulation and rules.
- b. Will comply with the Drug Free Workplace Act of 1988.
- c. Is in compliance with all applicable federal, state, and local laws governing work place health and safety conditions, payment of wages, collective bargaining, labor relations, and any other regulations affecting personnel who are mandated by law or legal agreement.
- d. Will comply with all applicable standards, orders or regulations pursuant to the Clean Air Act and Federal Water Pollution Control Act, as amended.
- e. Will comply with all applicable federal, state, and local laws pertaining to copyrights as described in Section 19 of the WIA Subgrant Agreement (Attachment C).

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

#### Conflict of Interest

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

Every reasonable course of action will be taken by the Contractor to maintain the integrity of the expenditure of public funds under this contract and to avoid any favoritism, questionable, or improper conduct. The contract shall be administered in an impartial manner, free from personal, financial, or political gain. The contractor and its employees will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain and due diligence shall be exercised to avoid situations that may give rise to an assertion that favorable treatment is being granted to friends or associates.

No relative by adoption, blood, or marriage of any person authorized by the Contractor to make enrollment or hiring decisions shall be the recipient of favorable treatment from the Contractor.

An employee or policy maker of the Contractor shall not solicit or accept money or any other consideration from a third person for the performance of an act that is reimbursed, in whole or part, by the Contractor. Supplies, materials, equipment, and other services purchased with Contractor funds shall be used solely for purposes authorized under this contract.

In addition to those of the federal Workforce Investment Act, the provisions of sections 1091.2 and 87100 et seq. of California's Government Code apply to all policy makers and employees of the Contractor.

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

7.14 Contracting Agency certifies that:

- a. Neither Contractor nor Contractor's principals or employees are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this Contract;
- c. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the DOL may pursue available remedies, including suspension and/or debarment;
- d. The prospective recipient of federal assistance funds shall provide immediate written notice to Oakland PIC if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
- e. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing E.O. 12459; and
- f. The prospective recipient of federal assistance funds agrees that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation.

## State and Federal Lobbying Laws and Regulations

7.15 Contractor will comply as applicable with all provisions of state and federal lobbying laws and regulations pursuant to Section 1352, Title 31 of the U.S. Code, and 34 CFR Part 82. Contractor certifies that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

## Reporting Requirements

7.16 Contractor will:

- a. Cooperate with requests for reporting and is aware that the Oakland WIB may require the Oakland PIC to provide additional or different reporting requirements. Contractor agrees to assist in modification of reporting templates if it is needed.
- b. Comply with the City of Oakland's Job Training Performance Standards (JTPS) reporting requirements and will submit to the Oakland PIC any and all information as is, or may be, necessary for the Oakland PIC to complete the JTPS template and the Job Training Automation (JTA) system data requirements.

Contractor understands and agrees that the Oakland PIC will withhold any and all payments that would otherwise be due Contractor if Contractor fails to provide any of the required reporting information to the Oakland PIC or the Oakland WIB/City of Oakland in accordance with the reporting requirements in a timely manner or pursuant to the required reporting schedule for JTPS reporting should such reporting be necessary. Substantial or consistent failure to meet these reporting requirements may result in a fine of \$200 and/or termination of the Contract.

## 8.0 STATEMENT OF WORK PROVISIONS

- 8.1 The terms and definitions cited in the WIA and its regulations are expressly applicable to the work to be performed under this Contract.
- 8.2 Activities conducted by Contractor under this Contract shall include those services listed in the Statement of Work (Attachment A), and shall result in attained performance levels as set forth in the Statement of Work.
- 8.3 Contractor shall accept into its program those participants who are most in need and most able to benefit from services offered. Contractor must, for each participant, perform an objective assessment, create an Individual Service Strategy (ISS), provide preparation for post secondary educational opportunities, and continue to evaluate each participant's progress towards attaining the career objective identified in the ISS. Contractor will also provide retention services for participants in accordance with the WIA/Oakland PIC policies for at least one year after program exit. Progress records and records related to year-round activities for each participant must be maintained according to procedures, standards and forms acceptable to the Oakland PIC.
- 8.4 Contractor must adhere to the following follow-up requirements for at least twelve (12) months as set forth in Section 664.450 of the WIA regulations:
- a. Follow-up services for youth may include:
    - Leadership development and supportive service activities;
    - Regular contact with a youth participant's employer, including assistance in addressing work-related problems that arise;
    - Assistance in securing better paying jobs, career development and further education;
    - Work-related peer support groups;
    - Adult mentoring; and
    - Tracking progress of youth in employment after training.
  - b. All youth participants must receive some form of follow-up services for a minimum duration of twelve (12) months. Follow-up services may be provided beyond twelve (12) months at the State or Local Board's discretion. The types of services provided and the duration of services may be determined based on the needs of the individual. The scope of these follow-up services may be less intensive for youth who have only participated in summer youth employment opportunities (WIA Sec.129(c) (2)(I)).
- 8.5 Contractor must maintain all records and follow all procedures, as necessary, in accordance with those set forth by the Oakland PIC in order to:
- a. Ensure appropriate and adequate documenting of any payments made or distributed to participants. In accordance with Oakland PIC policy, it is understood that at no time shall Contractor provide participants with direct cash disbursements (including but not limited to cash for bus or BART tickets) unless expressly authorized to do so.
  - b. Ensure proper submission of invoices in a timely manner to allow the Oakland PIC/City of Oakland to report to the State as required.

- c. Ensure that all expenses on participant's behalf are properly tracked and specifically cross-referenced in the participant's file as reflected in the case notes for services provided.
- 8.6 Contractor must monitor Contract performance in the manner stated in the Statement of Work, and if requested, will submit to the Oakland PIC a narrative report detailing program progress, any operating difficulties and, if applicable, proposed corrective action.

Contract will be monitored by Oakland PIC and may be part of monitoring conducted by the City of Oakland, Oakland WIB, the State or the Department of Labor in accordance with policies of those entities.

- 8.7 Contractor's performance will be measured by the following indicators as set forth in Section 666.100 of the WIA regulations:
- a. For youth ages 14-18:
    - Attainment of basic skills goals, and, as appropriate, work readiness or occupational skills goals;
    - Attainment of secondary school diplomas and their recognized equivalents; and
    - Placement and retention in postsecondary education, advanced training, military service, employment, or qualified apprenticeships.
  - b. For youth ages 19-21:
    - Entry into unsubsidized employment;
    - Retention in unsubsidized employment six (6) months after entry into the employment;
    - Earnings received in unsubsidized employment six (6) months after entry into the employment; and
    - Attainment of a recognized credential related to achievement of educational skills (such as a secondary school diploma or its recognized equivalent), or occupational skills, by participants who enter post-secondary education, advanced training or unsubsidized employment.
  - c. Contractor must submit all participant goals and relevant forms within thirty- (30) days of enrolling a client in the WIA youth program.

- 8.8 Contractor must actively cooperate with all requests for information and shall provide the Oakland PIC and the City of Oakland with access to such facilities and records as are necessary to establish Contractor's compliance within the terms of this Contract. Contractor shall attend all meetings or sessions scheduled by the Oakland PIC for training on contractual-related matters or program matters. Should Contractor after reasonable notice fail to attend a meeting designated by the Oakland PIC as mandatory, the Oakland PIC may, at its sole discretion, impose a fine up to \$200 per unattended meeting. Any fine imposed must be paid from non-WIA funds.

## 9.0 CONTRACT PAYMENT PROVISIONS



Further explanations and/or modifications of the budget may be required, and payments to Contractor shall be contingent upon the satisfactory submission of these items to the Oakland PIC.

### Fiscal Control and Accountability

- 9.1 All indirect costs to the Contract, if applicable, shall be supported by documents that indicate current approval by a cognizant federal/state agency and be received and approved by the Oakland PIC. These documents shall detail the rate calculation method and the method by which the rate is applied to WIA funds. In the absence of an approved indirect cost rate, a current, Oakland PIC-approved, cost allocation plan with full explanation of revenues and prorated costs must be filed with Oakland PIC prior to the receipt of any WIA funds under this Contract.
- 9.2 If applicable, Contractor must adhere to all federal, state, and local laws with respect to payment of employees, and maintain full and adequate documentation of employee payroll, work time and attendance, leave and vacation time; and, where staff time is allocated to different cost categories of contracts or funds, documentation shall be maintained to show prorated time. Oakland PIC reserves the right to establish maximum amounts that may be expended for staff salaries funded under the Contract.
- 9.3 Contractor shall confine expenditures to funds negotiated and allocated to applicable cost categories and program activities designated in the Contract or modification. Costs incurred before or after the stated period of performance will not be reimbursed and are the sole responsibility of the Contractor. In no event shall Oakland PIC be liable for expenditures in excess of the amount and rate allowed in any cost category applicable to the Contract or for any amount in excess of that obligated by the Oakland PIC as set forth on the Title Page of this Contract or any modification.  
  
The Contractor shall inform Oakland PIC in writing and in advance of any application for, or receipt of, additional funding which will have a significant effect upon the quality or cost for providing training under this Contract.
- 9.4 Accrued Annual Sick Leave shall be taken prior to Contract completion if WIA payment to staff is carried forward. Where personnel policies allow payment of unused annual and sick leave to terminating employees, this policy shall apply to terminating WIA staff. Costs to implement this provision are included in the approved Contract Budget and no funds will be added at a later time for this purpose.
- 9.5 Contractor must keep Contract benchmark achievements and payments under continuous review, and must document each benchmark attempted and/or achieved in the participant's Individual Service Strategy. When Contractor activities under this Contract fall significantly under plan, Oakland PIC reserves the right to unilaterally deobligate funds and amend the Contract accordingly.
- 9.6 All revenues and expenditures under this Contract must be accounted for separately.
- 9.7 Contractor's performance under this Contract will be monitored regularly and measured against performance standards set forth. The Oakland PIC will perform scheduled and

unscheduled monitoring. If monitoring reports reflect that programmatic and/or fiscal improvements or changes are required, Oakland PIC will require corrective action plans or budget modifications, and, as necessary, this Contract will be so amended. Contractor understands that budgets submitted must be in accordance with performance-based achievements based on reasonable and necessary costs to achieve each benchmark. Performance-based payments shall be based on clearly established benchmark payments that can be justified to the Oakland WIB, the State, and Department of Labor.

Cost reimbursement payments for supportive services, wages and other approved training related expenses must be based on actual costs and comply with all cost reimbursement rules. Additionally, the tracking of supportive service costs and all training expenditures must be accurately reflected in the case notes of each file.

- 9.8 Every officer, director, agent or employee who is authorized to receive or deposit funds, issue checks or other instruments or payment for program costs incurred shall be covered by a blanket position bond.
- 9.9 Unearned payments under this Contract may be suspended or terminated upon refusal to accept any conditions that may be imposed by the Department of Labor, the State of California, the City of Oakland, the Oakland WIB and/or Oakland PIC at any time.
- 9.10 Contractor shall maintain accounting systems which are in accordance with generally accepted accounting practices and are in accordance with the Financial Management System described in the U. S. Department of Labor, Office of Management and Budget, Circular 102 and, where applicable, state circulars, containing all information related to the audit of contracts.
- 9.11 All payment of WIA funds must be earned and payment of funds in excess of all terms and conditions of this Contract pursuant to the benchmark achievement and payment schedules shall be refunded to Oakland PIC within ten (10) working days of the contract termination date.
- 9.12 If applicable, lease or rental of properties and/or equipment, upon approval by Oakland PIC and/or the State of California, will be the Contractor's responsibility, if applicable.
- 9.13 Equipment purchased with WIA funds having an acquisition cost of five thousand dollars (\$5,000) or more must be placed in a separate inventory log maintained for all WIA equipment. Any movement from one location to another or any other disposition of inventoried equipment requires prior written approval by Oakland PIC. Any item not recalled by Oakland PIC at conclusion of the Contract is the responsibility of the Contractor and must be safeguarded against loss or damage at all times. All equipment purchased with WIA funds must be approved by Oakland PIC in advance of purchase in accordance with the terms and conditions of this Contract and remain the property of WIA.
- 9.14 Contractor shall comply with all financial management and fiscal procedures prescribed by WIA, the Department of Labor, State of California, Oakland WIB and Oakland PIC including audit and contract closeout procedures, performance-based payments, and reimbursement of costs.

- 9.15 Although Contract performance may have been accepted and reimbursement of costs or benchmark payments made in consideration of claims or achievements, any cost disallowance subsequently discovered through audit, closeout, or any other process, shall be reimbursed by Contractor to Oakland PIC within thirty (30) calendar days of notice.

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

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

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

In accordance with Section 627.480 of the Code of Federal Regulations, commercial organizations that receive \$25,000 or more in Federal financial assistance to operate a WIA program shall have an audit performed.

- 9.17 Documentation:

All contractors must retain in their files documentation sufficient to verify any claims for reimbursement of costs incurred and to verify payment for benchmark achievements. The Oakland PIC will determine on a case-by-case basis, what documents each Contractor must submit to support monthly invoices. All invoice payments are subject to verification of JTA information submitted to Oakland PIC prior to verification visit.

Examples of underlying documents include:

- a. Certificates, attendance records, etc.
- b. WAGES:
  - Time sheets showing total hours worked and hours worked on the Contract
  - Timesheets signed by employee and supervisor
  - Payroll records
  - Fringe benefits
  - Payroll tax deposits, coupons and receipts
  - Invoices for health benefits indicating date of payment and check number
  - Fringe benefit rate per employee, subject to approval by Oakland PIC
- c. OTHER:
  - Invoice indicating date of payment and check number

- Percentage of cost allocated WIA budget

9.18 All obligations incurred in the performance of this Contract must be reported to the Oakland PIC within thirty- (30) days following termination of this Contract in order to be binding upon the Oakland PIC for reimbursement. Any obligations not reported within the thirty-day period will be the sole responsibility of the Contractor.

## 10.0 PERFORMANCE-BASED CONTRACTING PROVISIONS

One hundred percent (100%) of Contract for program services is performance-based and will be paid in accordance with the performance benchmark chart attached as Attachment D in this Contract.

### 10.1 Monitoring and Invoicing

#### a. Performance Based Monitoring/Invoice Verification:

All invoiced performance benchmarks accomplishments will be verified using the Job Training Automation System (JTA). In addition, as needed, Program Monitors will visit Contractor's site to review, verify and approve required back-up documentation (such as case notes, certificates, attendance records, etc.) for all activities performed and being invoiced. All invoice payment approvals will be based primarily on verification of JTA information submitted to the Oakland PIC.

#### b. Compliance Monitoring:

In addition to invoice verification visits and periodic technical assistance sessions (as necessary), Contractor will be monitored up to twice yearly for overall programmatic functions and/or activities and is subject to additional monitoring should it become necessary to ensure performance under or adherence to WIA regulations and this contract.

### 10.2 Oakland PIC MIS Reporting Requirements:

Contractor shall submit all WIA forms and JTA-related information such as enrollment, placement, goal or activity forms, exit, follow-up forms and other necessary items to document client activity in the program to the Oakland PIC **no later than Friday of the second week of every month.**

Contractor understands and agrees that the Oakland PIC will withhold any and all payments that would otherwise be due Contractor if Contractor fails to provide any of the required JTA-related information to the Oakland PIC or the City in accordance with the Schedule set forth above. Substantial or consistent failure to meet these reporting requirements may result in termination of the Contract

### 10.3 Funding Allowances By Category/Expenditure Tracking

#### a. Wages, Stipends and Supportive Services

A total of \$111,676.98 has been allocated for supportive services and wages for the period July 1, 2006 through June 30, 2007, and may be used for:

- Supportive services, stipends and wages for clients enrolled between July 1, 2006 and June 30, 2007 active during this period, or who continue being served after the end of the period. Contractors must track these expenditures separately so as to ensure that no overspending occurs, and to establish a mechanism for estimating and securing future funding that is adequate for youth in this and future years. Attachment E provides the definition agreed upon on the use of funds for stipends and/or bonuses to be paid to participants for accomplishing a given benchmark.

b. Over Enrollments

The Oakland PIC recognizes the possibility that some enrollees may drop out of the program. Therefore, the Oakland PIC will allow contractors to “substitute” benchmark payments for an enrollee who has dropped out with those for an enrollee for whom benchmark payments had not been available since they had been considered an “over-enrolled” client. This substitution may only occur if it would result in NO double payment for service, no service to a regularly enrolled client is compromised, and the total budget is not exceeded. Contractor may access supportive service and wage funds for the “over-enrolled” clients so long as all regularly enrolled clients’ services are not compromised and Contractor’s total supportive services, stipends and wage budget is not exceeded.

c. Tracking and Documentation

Contractor is responsible for tracking and documenting each funding category expenditure separately. Each expenditure must match the category of funding with verification that the funds were spent on that allowable category. Contractor must keep track of which clients are being served and all benchmark payments for services to those clients, with a list of “over-enrolled” that may be substituted in (for benchmark payments) if a regularly enrolled 06/07 client drops out; wages and supportive services funds for each enrolled client within the sub categories for wages and supportive services. All supportive services and wage funding spent on clients MUST be recorded and incorporated into the client’s file and be referenced in the case notes.

## ATTACHMENT A STATEMENT OF WORK

### I. PROGRAM NARRATIVE

#### A. Description of Program Services

Scotlan Center will provide services to 40 out of school youth ages 14-21. Scotlan Center will also provide services to 17 in school youth ages 16-21.

1. **Out of School Youth:** Services to out of school youth will include the following:
  - Intake and Assessment: Enrollment documentation, certification, academic pre-testing, and development of Individual Service Strategies;
  - GED Preparation and/or Basic Skills Classwork: 128 hours of in-class GED prep (where pre-testing and ISS indicate readiness) or in-class Basic Skills education (where GED is not appropriate);
  - Pre-Employment Competencies: 64 hours of workshops and training in basic computer (use of Word and Excel), resume preparation, master application prep, interview skills, and job search skills;
  - Counseling or Other Mental Health Services: 4 to 12 sessions of mental health counseling, or, where appropriate, participation in parenting groups, domestic violence and child abuse prevention classes, treatment for sexually exploited minors;
  - Leadership Training: (Optional) – Scotlan Center’s Peer Tutoring Program; YMCA’s Neighborhood Fellows-Step Up program;
  - Post Testing: Fitness to undertake GED examination (for 17 to 21 year olds); to determine appropriateness and grade level for mainstream or charter school placement (for 14 to 16 year olds);
  - Job Search and Job Development Work;
  - Internships: paid Scotlan internships for office skills or school based tutoring for deserving youth;
  - Job Placement and Job Shadowing: Acquisition of full or part-time employment;
  - Re-Entry into Education Institutions: Post secondary for older youth; secondary for younger youth, where so elected and appropriate;
  - Vocational/Occupational Training: YMCA’s Neighborhood Fellows – Step Up Program or YMCA’s Dare 2 Dream Program (for Cosmetology, Entertainment Industry, Athletic Coaching, Culinary, Fashion Design) or other program at youth’s election;

- Follow Up and Adult Mentoring

2. **In School Youth:** Services to In School youth will include the following:

- Intake and Assessment: Enrollment documentation, certification, academic pre-testing, and development of Individual Service Strategies;
- Academic Tutoring: Up to 64 hours of out-of-school tutoring (as needed) with a trained tutor – in Math, English Reading and Comprehension, and Basic Writing Skills;
- Pre-Employment Competencies: 64 hours of workshops and training in basic computer (use of Word and Excel), resume preparation, master application prep, interview skills, and job search skills;
- Counseling or Other Mental Health Services: 4 to 12 sessions of mental health counseling, or, where appropriate, participation in parenting groups, domestic violence and child abuse prevention classes, treatment for sexually exploited minors;
- Leadership Training: (Optional) – Scotlan Center’s Peer Tutoring Program; YMCA’s Neighborhood Fellows-Step Up program;
- Post Academic Assessment and Support: To determine fitness and schedule for acquisition of high school diploma, interest in and post secondary education, and education career paths in post secondary education. Also, post secondary guidance counseling, and assistance and support in application processes for post-secondary education;
- Job Search and Job Development Work;
- Internships: paid Scotlan internships for office skills or school based tutoring for deserving youth;
- Job Placement and Job Shadowing: Acquisition of full or part-time employment;
- Vocational/Occupational Training: YMCA’s Neighborhood Fellows – Step Up Program or YMCA’s Dare 2 Dream Program (for Cosmetology, Entertainment Industry, Athletic Coaching, Community Leadership, Culinary) or other program at youth’s election;
- Follow Up and Adult Mentoring.

B. Local Workforce Investment Area Performance Goals [pursuant to WIA regulation, Section 666.100(a)(3)]:

The following performance measures were established by the State and adopted by the local WIB as a measuring tool for program performance. Please note that the following performance goals are subject to change as and if new guidelines are established at the State level.

1. **Older Youth – ages 19-21**

-Entry in unsubsidized employment (rate for all participants) 66.0%

-Employment retention rate (for all participants placed)	76.5%
-Average earnings gain (for group of all participants placed)	\$3,000
-Credential attainment rate (for all participants)	30.0%

**2. Younger Youth – ages 14-18**

-Skill attainment rate (for all participants)	76.0%
-Diploma or equivalent rate (for all participants not returning to secondary school)	55.0%
-Retention rate (for all participants)	53.0%

**C. State Common Measures**

The Common Measures being adopted by the State of California to govern the conduct and performance of WIA programs are hereby made a part of this contract and this statement of work. Those measures are not yet fully finalized but the contractor understands and agrees that performance under those common measures is mandated and that compliance therewith is a condition of continuance of this agreement. The common measures, so far as they presently stand, are: 1. Placement in employment or education; 2. Attainment of a degree or certificate; 3. Literacy and numeracy gains.

**D. Training Design**

**1. *Technical Description of Training***

Training will be provided in accordance with the training descriptions and curricula contained on the contractor’s proposal that is on file with OPIC and expressly made a part of this contract.

**2. **Training Schedule – Days, Times, Hours of Operation:****

Monday through Friday, from 9:00am to 5:00pm

The program will be closed on the following holidays:

New Year’s Day	Labor Day
Martin Luther King’s Birthday	Admission Day
President’s Day	Veterans’ Day
Memorial Day	Thanksgiving Day & day after
Independence Day	Winter Holiday

**3. **Program Schedule / Length of Training:****

First Enrollment Date:	July 1, 2006
Last Date of Enrollment (during first fiscal year)	March 31, 2007
Minimum Length of Training	10 weeks
Maximum Length of Training:	12 weeks
Office Hours for Staff:	M-F, 9am to 5pm

**II. PARTICIPANT CRITERIA**

**A. Participant Entry Requirements**



1. Must meet the criteria for participation set forth in the WIA and its regulations.
2. Participant Wages  
Separate funds are available for participants to receive work experience wages. Time sheets and supporting documentation must be provided to OPIC in accordance with its youth wage payment procedures. The maximum amount is \$111,676.98 (total wages and support) for the participants. OPIC shall be the employer of record and shall only pay those wages to participants as and by whom those wages are earned.

### III. RECRUITMENT AND ORIENTATION

#### A. Recruitment

Scotlan Center has well-established community contracts including Alameda County Probation, AC Social Services, Oakland Police Department, Oakland Unified School District, Oakland Parks and Recreation, City of Oakland Department of Human Services, and other community based organizations. Referrals also come from DeFremery Center's Recreation Program and Scotlan Center's Youth and Family Counseling Program. Periodic recruiting is also done at local high schools, local shopping centers, and local businesses, and there are periodic newsletters, fliers, and brochures disseminated throughout West Oakland. On occasion, public service announcements are made on behalf of the program or which mention the program as a community resource.

#### B. Orientation

All program applicants will be given orientation information about the program and other services provided by the Center, including a letter stating dates and times to report for eligibility assessment.

### IV. ASSESSMENT

The assessment process is composed of two steps: 1) evaluation; and 2) personal interview to determine the applicant's overall readiness for Scotlan's programs, the appropriateness of the program, their supportive service needs, a preliminary indication of basic skills competency and employability requirements. After orientation, each participant will be assessed to determine education level, job readiness, etc. in preparation for developing the IEP. The CASAS test, Contemporary's GED Match and English Pre-Tests or TABE tests, vocational skills (typing, computer literacy, mechanical, construction, etc.) and the COPS Vocational Interest Inventories will be used.

### V. INDIVIDUAL SERVICE STRATEGY (ISS)

Each participant will work directly with a counselor to develop an ISS that will be in full accordance with the WIA, its regulations, and the OPIC's ISS requirements.

### VI. CERTIFICATION

The Contractor will be responsible for the collection of eligibility documentation, completion of all WIA enrollment forms and the scheduling of Oakland PIC Program Support Specialists sites visits for eligibility determination and enrollment authorization. It is agreed that any costs of expenses incurred for training and services provided before the authorized enrollment date will not be paid.

### VII. PLACEMENT VERIFICATION

Contractor will be responsible for the verification of all placements. The following are acceptable employment verification methods:

- A. Copy of participant's paycheck stub; or
- B. Letter on employer's stationery verifying employment of participant.
- C. In the case that neither of the above can be obtained, a letter from the Contractor showing they have verified placement (signed by the verifying party), and the date of verification. In addition, each Contractor must provide written documentation stating why (A) and (B) were not obtainable.

VIII. PARTICIPANT FOLLOW-UP

WIA section 129(c)(2)(I) requires, as part of program elements, "followup services for not less than 12 months after the completion of participation, as appropriate."

A. Purpose

Follow-up is to be performed to determine the retention rate, proper client-employer match, technical assistance, further job development and counseling.

B. Method To Be Used

Post-training follow-up will be conducted on a year-round basis in accordance with the activities set out in the Contractor's proposal, which activities are hereby incorporated by reference.

Follow-up services will include, but not be limited to, the activities listed in Section 8.4 under the Statement of work Provisions section of this Contract.

ATTACHMENT B



Office of the City Manager - Contract Compliance and Employment Services

**DECLARATION OF COMPLIANCE - LIVING WAGE ORDINANCE**

The Oakland Living Wage Ordinance (the "Ordinance"). Codified as Oakland Municipal Code provides that certain employers under contracts for the furnishing of services to or for the City that involve an expenditure equal to or greater than \$25,000 and certain recipients of City financial assistance that involve receipt of financial assistance equal to or greater than \$100,000 shall pay a prescribed minimum level of compensation to their employees for the time their employees work on City of Oakland contracts. The Redevelopment Agency of the City of Oakland adopted the City's Living Wage policy as its own policy Agency Resolution No. 98-13 C.M.S.

The contractor or city financial assistance recipient (CFAR) further agrees:

To pay employees a wage no less than the minimum initial compensation of \$9.58 per hour with health benefits, as described in Section 3-C "Health Benefits" of the Ordinance, or otherwise \$11.02 per hour, and to provide for the annual increase pursuant to Section 3-A "Wages" of the Ordinance. **(Effective July 1, 2006 the new rates will be \$10.07 per hour with health and \$11.39 per hour without)**

- (a) To provide at least twelve compensated days off per year for sick leave, vacation or personal necessity at the employees request, and, at least ten additional days per year of uncompensated time off pursuant to Section 3- B "Compensated Days Off" of the Ordinance.
- (b) To inform employees making less than \$12 per hour of their possible right to the federal Earned Income Credit (EIC) and make available the forms required to secure advance EIC payments from the employer pursuant to Section 5 "Notifying Employees of their Potential Right to the Federal Earned Income Credit" of the Ordinance.
- (c) To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City; and
- (d) Not to retaliate against any employee claiming non-compliance with the provisions of this Ordinance and to comply with federal law prohibiting retaliation for union organizing.

The undersigned authorized representative hereby obligates the proposer to the above stated conditions under penalty of perjury.

Company Name	Signature of Authorized Representative
Address	Type or Print Name
Area Code	Type or Print Title
Phone	Date

Revision Date: 7/20/00

This form is to be completed by the contractor/CFAR and subcontractors and should be accompanied with the contract, proposal, and/or submittal.

Rev.: 3/29/2002

## ATTACHMENT B

Item  
No.

Description	Response	Comments
1. *How many permanent employees are employed with your company. (If less than 5 employees stop here)		
2. How many of your permanent employees are paid above the Living Wage rate. (Refer to sub-section "A" for current wage rate)		
How many of your permanent employees are paid below the Living Wage rate. (Refer to sub-section "A" for current wage rate)		
3. Number of compensated days off per employee (Refer to subsection "B" on the other side of the form for the correct number of compensated days off.		
4. Number of trainees in your company?		
5. Number of employees who are under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.		

Revision Date: 7/20/00

This form is to be completed by the contractor/CFAR and subcontractors and should be accompanied with the contract, proposal, and/or submittal.

Rev.: 3/29/2002

## Attachment C

### Section 19 WIA Subgrant Agreement

#### 19. Intellectual Property Provisions

##### a). Federal Funding

In any subgrant funded in whole or in part by the federal government, Subgrantor may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the subgrant, except as provided in 37 Code of Federal Regulations part 401.14. However, pursuant to 29 CFR section 97.34 the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

##### b). Ownership

- (1). Except where Subgrantor has agreed in a signed writing to accept a license, Subgrantor shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement.
- (2). For the purposes of this subgrant agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by Subgrantor, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
  - (a). For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.
- (3). In the performance of this subgrant agreement, Subgrantee may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this subgrant agreement. In addition, under this subgrant agreement, Subgrantee may

## Attachment C

access and utilize certain of Subgrantor's intellectual property in existence prior to the effective date of this subgrant agreement. Except as otherwise set forth herein, Subgrantee shall not use any of Subgrantor's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of Subgrantor. Except as otherwise set forth herein, neither the Subgrantee nor Subgrantor shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this subgrant agreement, Subgrantee accesses any third-party Intellectual Property that is licensed to Subgrantor, Subgrantee agrees to abide by all license and confidentiality restrictions applicable to Subgrantor in the third-party's license agreement.

- (4). Subgrantee agrees to cooperate with Subgrantor in establishing or maintaining Subgrantor's exclusive rights in the Intellectual Property, and in assuring Subgrantor's sole rights against third parties with respect to the Intellectual Property. If the Subgrantee enters into any agreements or subcontracts with other parties in order to perform this subgrant agreement, Subgrantee shall require the terms of the agreements) to include all Intellectual Property provisions of paragraph nineteen a) through nineteen i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to Subgrantor all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, subgrantee or subgrantor and which result directly or indirectly from this subgrant agreement or any subcontract.
- (5). Pursuant to paragraph nineteen (b) (4) of the Intellectual Property Provisions in Exhibit BB to this subgrant agreement, the requirement for the Subgrantee to include all Intellectual Property Provisions of paragraph nineteen a) through nineteen i) of the Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to subgrant agreements or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 663.700-730.
- (6). Subgrantee further agrees to assist and cooperate with Subgrantor in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce Subgrantor's Intellectual Property rights and interests.

### c). Retained Rights / License Rights

- (1). Except for Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement, Subgrantee shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this subgrant agreement. Subgrantee hereby grants to Subgrantor, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Subgrantee's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this subgrant, unless Subgrantee assigns all rights, title and interest in the Intellectual Property as set forth herein.'
- (2). Nothing in this provision shall restrict, limit, or otherwise prevent Subgrantee from using any ideas, concepts, know-how, methodology or techniques related to its performance under this subgrant agreement, provided that Subgrantee's user does

## Attachment C

not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of Subgrantor or third party, or result in a breach or default of any provisions of paragraph nineteen a) through nineteen i) or result in a breach of any provisions of law relating to confidentiality.

### d). Copyright

(1) Subgrantee agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph nineteen (b) (2) (a) of authorship made by or on behalf of Subgrantee in connection with Subgrantee's performance of this subgrant agreement shall be deemed "works made for hire." Subgrantee further agrees that the work of each person utilized by Subgrantee in connection with the performance of this subgrant agreement will be a "work made for hire," whether that person is an employee of Subgrantee or that person has entered into an agreement with Subgrantee to perform the work. Subgrantee shall enter into a written agreement with any such person that: (i) all work performed for Subgrantee shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to Subgrantor to any work product made, conceived, derived from or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement.

(2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this subgrant agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement may not be reproduced or disseminated without prior written permission from Subgrantor.

### e). Patent Rights

With respect to inventions made by Subgrantee in the performance of this subgrant agreement, which did not result from research and development specifically included in the Subgrant's scope of work, Subgrantee hereby grants to Subgrantor a license as described under paragraph nineteen c) for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the subgrant agreement's scope of work, then Subgrantee agrees to assign to Subgrantor, without addition compensation, all its right, title and interest in and to such inventions and to assist Subgrantor in securing United States and foreign patents with respect thereto,

### f). Third-Party Intellectual Property

Except as provided herein, Subgrantee agrees that its performance of this subgrant agreement shall not be dependent upon or include any Intellectual Property of Subgrantee or third party without first: (i) obtaining Subgrantor's prior written approval; and (ii) granting to or obtaining for Subgrantor's, without additional compensation, a license, as described in paragraph nineteen c), for any of Subgrantee's or third-party's Intellectual Property in existence prior to the effective date of this subgrant agreement. If such a license upon these terms is unattainable, and Subgrantor determines that the Intellectual Property should be included in or is required for Subgrantee's performance of this subgrant agreement, Subgrantee shall obtain a license under terms acceptable to Subgrantor.

## Attachment C

### g). Warranties

#### (1). Subgrantee represents and warrants that:

- (a). It has secured and will secure all rights and licenses necessary for its performance of this subgrant agreement.
- (b). Neither Subgrantee's performance of this subgrant agreement, nor the exercise by either Party of the rights granted in this subgrant agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by Subgrantee.
- (c). Neither Subgrantee's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (d). It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors.
- (e). Of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.
- (f). It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to Subgrantor in this subgrant agreement.
- (g). It has appropriate systems and controls in place to ensure that state and federal funds will not be used in the performance of this subgrant agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- (h). It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Subgrantee's performance of this subgrant agreement.

#### (2). SUBGRANTOR MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS SUBGRANT AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

### h). Intellectual Property Indemnity

- (1). Subgrantee shall indemnify, defend and hold harmless Subgrantor and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related



## Attachment C

thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not Subgrantee is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Subgrantee pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of Subgrantor's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this subgrant agreement. Subgrantor reserves the right to participate in and/or control, at Subgrantee's expense, any such infringement action brought against Subgrantor.

- (2). Should any Intellectual Property licensed by the Subgrantee to Subgrantor under this subgrant agreement become the subject of an Intellectual Property infringement claim, Subgrantee will exercise its authority reasonably and in good faith to preserve Subgrantor's right to use the licensed Intellectual Property in accordance with this subgrant agreement at no expense to Subgrantor. Subgrantor shall have the right to monitor and appear through its own counsel (at Subgrantee's expense) in any such claim or action. In the defense or settlement of the claim, Subgrantee may obtain the right for Subgrantor to continue using the licensed Intellectual Property or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, Subgrantor may be entitled to a refund of all monies paid under this subgrant agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3). Subgrantee agrees that damages alone would be inadequate to compensate Subgrantor for breach of any term of these Intellectual Property provisions of paragraph nineteen a) through nineteen i) by Subgrantee. Subgrantee acknowledges Subgrantor would suffer irreparable harm in the event of such breach and agrees Subgrantor shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

### i). Survival

The provisions set forth herein shall survive any termination or expiration of this subgrant agreement or any project schedule.





Alameda County Youth Development, Inc.  
George P. Scotlan Youth & Family Center  
WIA - GED/JOB TRAINING PROGRAM

**BREAKDOWN OF STIPENDS FOR OUT-OF-SCHOOL YOUTH BENCHMARK PERFORMANCE UNITS 2006-2007**

#	Benchmark	Description	Stipend Amount
1	Certification - Enrollment	Completion of Application for CASAS test. Submission of documentation and signing of Certification. <b>Documentation:</b> Enrollment certification.	\$60.00
2	Punctuality and Reliability at Pre-Employment Workshops	No more than one excused absence per pay and no more than one tardy per week. Payable for no more than seven (7) weeks. <b>Documentation:</b> WIA sign-in sheet.	\$100.00
3	Basic Educational Skills Goal #1 Pre and Post Essay	Completion of a pre (rough draft) essay per curriculum and post (typed final) essay per curriculum. <b>Documentation:</b> Rough and Final drafts of essay.	\$100.00
4	Basic Educational Skills Goal #2 Attendance at Tutoring	Attendance at a Scotlan sponsored or other school or CBO sponsored tutoring/after school homework group, missing no more than two group sessions per school marking period. Payable up to a maximum of \$300/yr <b>Documentation:</b> Sign in sheets	\$50.00
5	Basic Educational Skills Goal #3 School Attendance	No more than 3 unexcused absences from school per marking period. <b>Documentation:</b> School Attendance Record	\$60.00
6	Pre-Employment Goal #1	Completion of master job application unit per curriculum. <b>Documentation:</b> Copy of master application.	\$100.00
7	Pre-Employment Goal #2	Completion of resume unit per curriculum. <b>Documentation:</b> Copy of completed resume.	\$100.00
8	Pre-Employment Goal #3	Completion of interview technique workshop <b>Documentation:</b> Certificate of Satisfactory completion of Workshop by Scotlan	\$100.00
9	Advanced Education Goal #1	Raising of grade in any academic subject one full letter (or 10 percentage points) from the first marking period to the last school marking period. <b>Documentation:</b> Signed Certificate of completion	\$100.00 (per grade so raised, up to a maximum of \$400/yr)
10	Advanced Education Goal #2	Acquisition of credits equal to one half or better of credits needed for one full school year <b>Documentation:</b> School Class Completion Record	\$200.00
11	Advanced Education Goal #2	Acquisition of credits needed to complete a full school year <b>Documentation:</b> School Class Completion Record	\$200.00
12	Acquisition of Employment	Job placement, part-time, after enrollment. <b>Documentation:</b> Pay stubs or Employer Verif.	\$100.00

## Attachment E - In-School

#	Benchmark	Description	Stipend Amount
13	Job Retention	Retain Employment for at least 90 days. <b>Documentation:</b> Pay stubs or Employer Verif.	\$300.00
14	Advanced Education Goal #4 Diploma or Certificate	High School diploma or certificate of completion of state-accepted vocational or other educational training. <b>Documentation:</b> Diploma or Certificate	\$600.00
15	Advanced Education Goal #5 Post-Secondary Entry	Entry into a recognized post secondary education institution or post secondary vocational training ] program. <b>Documentation:</b> Certification of Enrollment	\$600.00
16	Exit Interview	Exit or other interview conducted by or at PIC's request. <b>Documentation:</b> Provided by PIC interviewer	\$100.00
16	Follow-Up Work Experience	Performance of on the job training services on full time basis w/ this provider or other work experience trainer during follow-up period after after program completion. Pay periods will match those of pre-completion participants as provided above. <b>Documentation:</b> Signed times sheets from work experience trainer/employer	\$560.00 - \$680.00 (per pay period)

Note: OJT wages are paid at the rate of \$6.75 per hour and are paid separately to students from the same fund. The above stipends (when totaled for all students), together with such OJT wages, may not exceed \$48,000 this fiscal year.

## Attachment E - Out-of-School

Alameda County Youth Development, Inc.  
George P. Scotlan Youth & Family Center  
WIA - GED/JOB TRAINING PROGRAM

## BREAKDOWN OF STIPENDS FOR IN-SCHOOL YOUTH BENCHMARK PERFORMANCE UNITS 2006-2007

#	Benchmark	Description	Stipend Amount
1	Certification - Enrollment with WIA	Completion of Application for CASAS test Submission of documentation and signing of certification. <b>Documentation:</b> Enrollment certification.	\$60.00
2	Punctuality and Reliability	No more than one excused absence per pay and no more than one tardy per week. Payable for no more than 7 weeks. <b>Documentation:</b> WIA sign-in sheet.	\$100.00
3	Basic Skills Goal #1	Completion of any GED Pre-test with a score of 70% or higher. <b>Documentation:</b> Grade Pre-test	\$100.00
4	Basic Skills Goal #2	Completion of a pre (rough draft) essay per curriculum and post (typed final) essay per curriculum. <b>Documentation:</b> Rough and Final drafts of Essay.	\$100.00
5	Basic Skills Goal #3	5-minute oral presentation on a topic of student's choosing to a panel of three or more parties, including staff and fellow students. <b>Documentation:</b> Signed Certificate of completion	\$100.00
6	Basic Skills Goal #4*	An increase of one educational functioning level for reading, writing, or math, as determined by post testing.	\$350.00
7	Pre-Employment Goal #1	Completion of master job application unit per curriculum. <b>Documentation:</b> Copy of master application.	\$100.00
8	Pre-Employment Goal #2	Completion of resume unit per curriculum. <b>Documentation:</b> Copy of completed resume.	\$100.00
9	Pre-Employment Goal #3	Completion of interview technique workshop <b>Documentation:</b> Certificate of Satisfactory completion of Workshop by Scotlan	\$100.00
10	50% Completion of Work Experience	Completion of 20 days' part-time W/E for outside, unsubsidized employment. <b>Documentation:</b> Pay stubs or Employer Verif.	\$150.00
11	Completion of Work Experience	Completion of additional 20 days' part-time W/E for outside, unsubsidized employment. <b>Documentation:</b> Pay stubs or Employer Verif.	\$150.00
12	Return to School	Enrollment in any school. <b>Documentation:</b> Registration Form	\$600.00
13	Acquisition of Employment	Job placement after enrollment. <b>Documentation:</b> Pay stubs or Employer Verif.	\$200.00
14	Job Retention	Retain Employment for at least 90 days. <b>Documentation:</b> Pay stubs or Employer Verif.	\$500.00
15	Completion of GED Test Other WIA Credential	Completing GED testing, CPR Certification, food service certification, etc. <b>Documentation:</b> GED Results Form, or Certification of other credential.	\$300.00

Attachment E - Out-of-School

#	Benchmark	Description	Stipend Amount
16	Passing GED Test (all topics)	An addition to the \$100 for completing the GED test - only if all topics of GED are passed. Documentation: GED Results Form showing passage of all parts.	\$600.00
17	Exit Interview	Exit or other interview conducted by or at PIC's request. <b>Documentation:</b> Provided by PIC interviewer	\$100.00
18	Follow-Up Work Experience	Performance of on the job training services on full time basis w/ this provider or other work experience trainer during follow-up period after after program completion. Pay periods will match those of pre-completion participants as provided above. <b>Documentation:</b> Signed times sheets from work experience trainer/employer	\$560.00 - \$680.00 (per pay period)

Note: OJT wages are paid at the rate of \$6.75 per hour and are paid separately to students from the same fund. The above stipends (when totaled for all students), together with such OJT wages, may not exceed \$48,000 this fiscal year.

\*Only available to youth who are determined to be basic skills deficient in pre-testing.

**THE YOUTH EMPLOYMENT PARTNERSHIP, INC. (YEP)**

Item: \_\_\_\_\_  
CED Committee  
March 24, 2009



WORKFORCE INVESTMENT ACT ("WIA")

Contract #: 06-Y-05  
 Funding: Title I Youth  
**Modification #1**

Oakland Private Industry Council, Inc., ("Oakland PIC"), as One-Stop System Administrator for the Oakland Workforce Investment Board ("Oakland WIB")

Modification of AGREEMENT ("Contract") made by and between the following parties:

Oakland Private Industry Council, Inc. ("Oakland PIC") 1212 Broadway, Suite 300 Oakland, CA 94612  Contact: Pedro Toledo Phone: (510) 768-4418	Youth Employment Partnership, Inc. 2300 International Boulevard Oakland, CA 94601  Contact: Michelle Clark, Executive Director Phone: (510) 533-3447
------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------

The parties execute this contract modification according to the terms specified below:

- Date of Modification: July 1, 2007
- Contract Term  
 Contract Effective Date: July 1, 2006  
 Performance period: July 1, 2006 through **June 30, 2008**
- Obligations/Payment Provisions

Carried Over Program Funds from performance period 06-07	\$100,076.03
Carried Over Wages and Support Services funds for participants enrolled in Program Year 06-07	\$59,954.52

Program Funds intended for performance period 07-08	\$367,780.00
Wages and Support Services funds intended for participants enrolled in Program Year 07-08	\$258,620.38
<b>Total</b>	<b>\$786,430.93</b>

Number of In-School Participants carried over from performance period 06-07	128
Number of Out-of-School Participants carried over from performance period 06-07	38
Number of new In-School Participants to be enrolled during performance period 07-08	92
Number of new out-of-School Participants to be enrolled during performance period 07-08	40
<b>Total number of participants to be served during 2007-08</b>	<b>298</b>

**Note:** Contractor must keep track of all supportive services expenditures separately. Over-expenditures that may occur will not be covered during the course of the Program Year. In addition, please note that all childcare is provided through Bananas (an Oakland PIC independent

contractor) by purchase order submitted to the Oakland PIC's Program Oversight Department. Transportation expenses will only be reimbursed if the proper back-up documentation is provided. All client files must reflect supportive and other services provided.

4. Purpose of Modification

- a. To modify the performance period
- b. To clearly identify the amounts available from the prior performance period (2006-07) as well as the total number of participants to be served (i.e., carried over from previous years plus those enrolled during the current performance period).
- c. The total amount of funding under this Agreement has also been updated in Section 10.3(a) "Funding Allowances By Category/Expenditure Tracking."

Wages, Stipends and Supportive Services

A total of \$318,574.90 has been allocated for supportive services and wages for the period July 1, 2007 through June 30, 2008, and may be used for:

**Supportive services, stipends and wages for clients. A portion of these funds (\$59,954.52) will be used for clients enrolled between July 1, 2006 and June 30, 2007 who are still active or on follow-up during this period. The remainder of the funds (\$258,620.38) will be used for those clients enrolled between July 1, 2007 and June 30, 2008.** Contractors must track these expenditures separately so as to ensure that no overspending occurs, and to establish a mechanism for estimating and securing future funding that is adequate for youth in this and future years. Attachment E provides the definition agreed upon on the use of funds for stipends and/or bonuses to be paid to participants for accomplishing a given benchmark.

- d. All other terms and conditions remain the same.

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

Oakland Private Industry Council, Inc.

By: 

Gay Plair Cobb  
Chief Executive Officer

Youth Employment Partnership, Inc.

By: 

Michele Clark  
Executive Director

WORKFORCE INVESTMENT ACT ("WIA")

Contract #: 06-Y-05

Oakland Private Industry Council, Inc., ("Oakland PIC"), as One-Stop System Administrator for the Oakland Workforce Investment Board ("Oakland WIB")

Funding: Title I Youth

AGREEMENT made by and between the following parties:

<p>Oakland Private Industry Council, Inc. ("Oakland PIC") 1212 Broadway, Suite 300 Oakland, CA 94612</p> <p>Contact: Cynthia Renta Phone: (510) 768-4427</p>	<p>Youth Employment Partnership, Inc. 2300 International Boulevard Oakland, CA 94601</p> <p>Contact: Michelle Clark, Executive Director Phone: (510) 533-3447</p>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

The parties execute this Contract according to the terms specified below:

1. Term

Contract Period: July 1, 2006 through June 30, 2008  
 Effective Date: July 1, 2006  
 Performance period: July 1, 2006 through June 30, 2007

2. Type of Contract

The State funds available and allocated under the WIA that are hereby obligated by the Oakland PIC, as authorized representative for the Oakland WIB, are to be paid according to applicable regulations and rules governing Performance-Based Contracts.

3. Obligations for the Period July 1, 2006 through June 30, 2007

Program Funds:	\$ 367,780.00
Participant Wages and Supportive Services:	\$ 258,620.38
	-----
Total:	\$ 626,400.38

Number of Participants:

In-School Youth	92
Out-of-School Youth	40

**Note:** Contractor must keep track of all supportive services expenditures separately. Over-expenditures that may occur will not be covered during the course of the Program Year. In addition, please note that all childcare is provided through Bananas (an Oakland PIC independent contractor) by purchase order submitted to the Oakland PIC's Program Oversight Department. Transportation expenses will only be reimbursed if the proper back-up documentation is provided. All client files must reflect supportive and other services provided.

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

OAKLAND PRIVATE INDUSTRY  
COUNCIL, INC.

By:

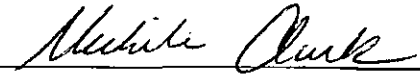


Gay Plair Cobb  
Chief Executive Officer

UP

CONTRACTOR

By:



Title:

Executive Director

The purpose of this Contract is to set forth the responsibilities of the Youth Employment Partnership, Inc., as a Contractor to provide youth employment and training-related services. These services are contracted by the Oakland Private Industry Council, Inc., as the agent for the Oakland Workforce Investment Board ("WIB"), and pursuant to the Workforce Investment Act ("WIA").

## 1.0 GENERAL TERMS AND CONDITIONS

The Contractor, for and in consideration of all covenants, conditions, and stipulations contained in this Contract, agrees to the following:

- 1.1 This contract, with its attached exhibits embodies the entire agreement between the Oakland PIC and the Contractor. The parties to this contract shall not be bound by nor be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not stated herein. No changes, amendments, or modifications of any of the terms and conditions stated herein shall be valid unless reduced to writing and signed by both parties, except as stated in provision number 4.2 of this contract.

This contract is authorized under the federal Workforce Investment Act (i.e., WIA or Public Law 105-220 at 29 USC 2801 et seq.), its regulations (i.e., at 20 CFR Part 652 et al.), the State of California's implementing legislation in its Government and Unemployment Insurance Codes, the Living Wage Ordinance of the Oakland Municipal Code, and all other federal, state, and local laws cited in them and this contract.

Should any part, term, or provision of this contract be decided by a court to be illegal or in conflict with federal, state, or local law, the validity of the remaining portions and provisions of this contract shall not be affected thereby.

- 1.2 Any liabilities or disputes as may arise under this Agreement are between the parties to it; and neither the federal government represented by the U.S. Department of Labor, nor the State of California is a party to this Agreement, and no legal liability on the part of any of them is implied under the terms of this Agreement.
- 1.3 The Contractor shall indemnify, defend and hold harmless, the Oakland PIC/ Oakland WIB and the City of Oakland, and their officers, agents and employees, from any and all liabilities and claims of any nature or damages of any character whatsoever, including death, sickness or injury to persons or property from any cause whatsoever arising from or connected with the operations or services of the Contractor, resulting from the conduct, negligent or otherwise, in whole or in part, of the Contractor, its agents, representatives, or employees to the extent permitted by law.
- 1.4 The Contractor, and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Oakland PIC/ Oakland WIB, or the City of Oakland.
- 1.5 Contractor shall provide access to the Oakland PIC, Oakland WIB, the City of Oakland, the State of California and the U.S. Department of Labor, and their authorized representatives, to financial records, supporting documents, statistical records and all other records pertinent to this Agreement for the purpose of making audits, exams, excerpts and

transcription, at all times that the grant is in force and for a period of three (3) years thereafter, and pursuant to the use of WIA funds. Such records must be retained for that same period or until notified by the Oakland PIC/Oakland WIB/City of Oakland that there is no further need for retention.

1.6 Grievance

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

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

1.8 CITY OF OAKLAND LIVING WAGE ORDINANCE

Pursuant to the "Rules and Regulations for Implementation of the Living Wage Ordinance for the City of Oakland and the Redevelopment Agency of the City of Oakland": This Contract is subject to the Living Wage Ordinance of the Oakland Municipal Code and its implementing regulations if it is for an amount of \$25,000 or more, or if it is amended to increase the Contract amount by \$25,000 in any twelve-month period thereafter. The Ordinance requires among other things, submission of the Declaration of Compliance attached and incorporated herein as Attachment B and made part of this Contract. **Note: Attachment B should be completed and returned to the Oakland PIC no later than one week after signing this Contract.** In addition, unless specific exemptions apply or a waiver is granted, the Contractor shall provide the following to its employees who perform services under or related to this Contract:

- a. Minimum Compensation - Said employees shall be paid an initial hourly wage rate of \$10.07 with health benefits or \$11.58 without health benefits. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor.
- b. Health Benefits - Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.25 per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than thirty-(30) days after execution of the contract or receipt of City financial assistance.
- c. Compensated Days Off - Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request and ten uncompensated days off per year for sick leave. Employees shall accrue one

compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.

- d. Federal Earned Income Credit (EIC) - Contractor shall inform said employees who earn less than \$12.00 per hour that he or she may be eligible for EIC and shall provide forms to apply for advance EIC payments to eligible employees.
- e. Contractor shall provide to all employees and to the City of Oakland's Office of Contract Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include information set forth in Sections (a) through (d) above.
- f. Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within thirty-(30) days of employment under this Contract.
- g. Reporting - Contractor shall maintain a listing of the name, address, date of hire, occupation classification, rate of pay and benefits paid for each of its employees and submit a copy of the list to City of Oakland's Contract Compliance by March 31, June 30, September 30, and December 31 of each year during the applicable compliance period. Failure to provide this list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. **Any fine imposed must be paid from non-WIA funds.** Covered contractors, and CFARs shall maintain payrolls for all employees and basic records relating thereto and shall preserve them for a period of at least four (4) years after expiration of the compliance period.
- h. Contractor shall require subcontractors that provide services under or related to this Contract to comply with the above Living Wage provisions. Subcontractor shall include the same or similar provisions as those set forth in Sections (a) through (g) above in its subcontracts. Copies of said subcontracts shall be submitted to the City of Oakland's Office of Contract Compliance.

Furthermore, Contractor shall include the above requirements in its subcontracts for services related to this Contract.

## 2.0 INSURANCE COVERAGE

Contractor agrees, during the term of this Contract (including any extensions), to keep in effect its self-insured or other insurance policies as required by law; and to provide coverage, as applicable, that may be required by the performance of the Contract in the following minimum requirements:

- 2.1 Workers' Compensation in accordance with the provisions of Section 3700 of the State of California Labor Code; or, if Workers Compensation is not applicable, Medical and Accident insurance in the amount of one million dollars (\$1,000,000), for injury or disease resulting from an individual's participation in any activity;
- 2.2 General Liability Coverage in the amount of one million dollars (\$1,000,000) including, but not limited to, accident coverage on an "occurrence" basis and coverage of both personal injury and bodily injury. Such coverage will provide that no other insurance in which the Oakland PIC or Oakland WIB/City of Oakland is a covered party will be called upon to contribute to a loss. Contractor shall name the Oakland PIC, Oakland WIB/City of Oakland, their officers, employees and agents as additional insured under the policy.
- 2.3 If Contractor uses vehicles in the performance of this contract, Contractor will provide evidence of Auto Liability Coverage in the amount of one million dollars (\$1,000,000).

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

### 3.0 FUND AVAILABILITY

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

### 4.0 MODIFICATION AND TERMINATION

- 4.1 This Contract may be modified or terminated prior to its completion date by agreement of both parties as indicated by a mutually signed modification document
- 4.2 The Oakland PIC may terminate this Agreement and be relieved of payment of consideration should Contractor fail to perform the duties of this Agreement at the time and manner provided or fail to comply with any requirement of the WIA, or with local policy. Additionally, the Oakland PIC may unilaterally and immediately terminate this Agreement and be relieved of payment if: Contractor delays execution of a modification beyond ten (10) working days of receipt; or if performance falls significantly under plan, or if, in the Oakland PIC's sole opinion, Contractor grossly mismanages any fiscal and/or programmatic terms and conditions contained in this Agreement. In the event of termination, the Oakland PIC shall notify Contractor ten (10) days in advance in writing of



the effective termination date, the reason for the termination of Agreement, and procedures to be used for concluding all activity relating to the Agreement. The Oakland PIC shall not be liable for any new obligations incurred by Contractor after the notice of termination date, nor shall Contractor be permitted to provide services to new participants after the notification date.

- 4.3 All notices of modification or termination shall be in writing and be delivered personally or by deposit in the U.S. Mail postage prepaid, "certified mail, return receipt requested", and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U.S. Postal Service.

Notices to the Contractor will be addressed to:

Michelle Clark  
Executive Director  
Youth Employment Partnership, Inc.  
2300 International Boulevard  
Oakland, CA 94601

Notices to the Oakland Private Industry Council, Inc. will be addressed to:

Cynthia Renta  
Procurement and Contracts Administrator  
Oakland Private Industry Council, Inc.  
1212 Broadway, Suite 300  
Oakland, CA 94612

## 5.0 ASSIGNMENT

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

## 6.0 REPORTING FRAUD, WASTE ABUSE AND CRIMINAL ACTIVITY

- 6.1 Contractor must not engage in and must advise Oakland PIC directly and immediately of any apparent improper or fraudulent use of WIA funds that comes to Contractor's attention; or of any apparent supplying of misinformation to Oakland PIC, the Oakland WIB, or their representatives. WIA regulations, Title 20 CFR Section 667.505 and 667.630, require that information and complaints involving criminal fraud, waste, abuse or other criminal activity must be reported immediately through the Department of Labor's Incident Reporting System to Office of the Inspector General (OIG), with a copy simultaneously provided the Employment and Training Administration.

- 6.2 WIAD02-3, incorporated by reference and made a part of this Contract, delineates the State-imposed requirements to report all instances of fraud, waste and abuse, and criminal activity to OIG and the Compliance Review Division (CRD) within **one working day** of the detection of the incident.
- 6.3 Further, Contractor shall, in addition to the above reporting, also submit a copy of such report to the Oakland PIC at the same time.

## 7.0 ASSURANCES AND CERTIFICATIONS

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

### Safeguard Against Fraud & Abuse/Statement of Non-Discrimination

- 7.1 Contractor will administer its programs under the WIA in full compliance with safeguards against fraud and abuse as set forth in federal and state regulations, directives and policies.
- 7.2 No portion of Contractor's WIA program will in any way discriminate against, deny benefits to, deny employment to or exclude from participation any persons on the grounds of race, color, sex, sexual orientation, age, handicap, or political/religious affiliation or beliefs; and it will provide services to those most in need of them and most able to benefit from them, including but not limited to, low income persons, disabled individuals, persons facing barriers to employment commonly experienced by older workers, and persons of limited English-speaking ability.
- 7.3 Program activities will be available to all eligible individuals regardless of religious affiliation or non-affiliation. WIA participants shall in no way perform or assist in the performance of activities that are sectarian in nature.
- 7.4 Participation in programs and activities financially assisted in whole or in part under this Act shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the Attorney General to work in the United States.
- 7.5 No individual will be intimidated, threatened, or coerced, or discriminated against because of filing a complaint, furnishing information, or assisting or participating in any manner in an investigation, compliance review, hearing or any other activity related to the administration of WIA.
- 7.6 Contractor has and adheres to established personnel policies with respect to hiring practices, promotion, demotion, leave and holiday practices, termination criteria and disciplinary practice, which reflect the City of Oakland/Oakland WIB and the Oakland PIC policies with regard to equal opportunity employment.

### Administrative Regulations

- 7.7 As applicable, Contractor will comply with applicable administrative provisions of the Department of Labor Federal Regulations (29 CFR part 95 or 29 CFR part 97), and the

Office of Management and Budget (OMB) Circulars A-87, A-133 and A-122, as well as applicable state regulations.

- 7.8 Contractor recognizes that all powers not explicitly vested in the Contractor by this Contract remain with the Oakland PIC.

#### Confidentiality of Client Files

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

The contractor shall notify the PIC's Information Security Office (or Officer) of any actual or attempted information security incidents within 24 hours of initial detection by telephone at (510) 768-4418. Information security incidents include, but are not limited to, any event (intentional or unintentional) that causes the loss, damage, or destruction or unauthorized access, use, modification, or disclosure of information assets.

The contractor shall cooperate with the PIC and other entities designated by it in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied.

If the contractor detects a breach in the security of the information system (including any paperwork supporting data in the electronic system), which contains confidential data obtained under this contract, then the contractor is required to provide written notification to individuals who may be adversely affected by that breach pursuant to California Civil Code section 1798.82.

#### Compliance with Equal Opportunity and Nondiscrimination State and Federal WIA Laws & Regulations

- 7.10 Contractor shall comply with all provisions of state and federal equal opportunity and nondiscrimination laws including, but not limited to:
- The Workforce Investment Act of 1998, Title 188
  - Title VI of the Civil Rights Act of 1964, as amended
  - Title VII of the Civil Rights Act of 1964, as amended
  - The Age Discrimination Act of 1975, as amended
  - Sections 503 and 504 of the Rehabilitation Act of 1973, as amended
  - Title IX of the Education Amendments of 1972, as amended
  - Title 29 CFR Part 37
  - Title 29 CFR Part 32, Nondiscrimination on the Basis of Handicap in programs and activities receiving or benefiting from Federal Financial Assistance

- The Americans with Disabilities Act of 1990, as amended
- Equal Employment Opportunity - Executive Order 11246, as amended by Executive Order 11375, and as supplemented by regulations at 41 CFR part 60
- All promulgating rules and regulations associated with these laws and orders.

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

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

Compliance with Relevant Federal (and Appendices), State and Local Laws

7.11 Contractor certifies that Contractor:

- a. Will comply with the Workforce Investment Act (WIA) and all of its promulgating regulation and rules.
- b. Will comply with the Drug Free Workplace Act of 1988.
- c. Is in compliance with all applicable federal, state, and local laws governing work place health and safety conditions, payment of wages, collective bargaining, labor relations, and any other regulations affecting personnel who are mandated by law or legal agreement.
- d. Will comply with all applicable standards, orders or regulations pursuant to the Clean Air Act and Federal Water Pollution Control Act, as amended.
- e. Will comply with all applicable federal, state, and local laws pertaining to copyrights as described in Section 19 of the WIA Subgrant Agreement (Attachment C).

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

Conflict of Interest

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

Every reasonable course of action will be taken by the Contractor to maintain the integrity of the expenditure of public funds under this contract and to avoid any favoritism, questionable, or improper conduct. The contract shall be administered in an impartial manner, free from personal, financial, or political gain. The contractor and its employees will avoid situations that give rise to a suggestion that any decision was

influenced by prejudice, bias, special interest, or personal gain and due diligence shall be exercised to avoid situations that may give rise to an assertion that favorable treatment is being granted to friends or associates.

No relative by adoption, blood, or marriage of any person authorized by the Contractor to make enrollment or hiring decisions shall be the recipient of favorable treatment from the Contractor.

An employee or policy maker of the Contractor shall not solicit or accept money or any other consideration from a third person for the performance of an act that is reimbursed, in whole or part, by the Contractor. Supplies, materials, equipment, and other services purchased with Contractor funds shall be used solely for purposes authorized under this contract.

In addition to those of the federal Workforce Investment Act, the provisions of sections 1091.2 and 87100 et seq. of California's Government Code apply to all policy makers and employees of the Contractor.

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

7.14 Contracting Agency certifies that:

- a. Neither Contractor nor Contractor's principals or employees are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this Contract;
- c. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the DOL may pursue available remedies, including suspension and/or debarment;
- d. The prospective recipient of federal assistance funds shall provide immediate written notice to Oakland PIC if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
- e. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", and "voluntarily excluded"; as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing E.O. 12459; and
- f. The prospective recipient of federal assistance funds agrees that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier

covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation.

#### State and Federal Lobbying Laws and Regulations

- 7.15 Contractor will comply as applicable with all provisions of state and federal lobbying laws and regulations pursuant to Section 1352, Title 31 of the U.S. Code, and 34 CFR Part 82. Contractor certifies that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

#### Reporting Requirements

7.16 Contractor will:

- a. Cooperate with requests for reporting and is aware that the Oakland WIB may require the Oakland PIC to provide additional or different reporting requirements. Contractor agrees to assist in modification of reporting templates if it is needed.
- b. Comply with the City of Oakland's Job Training Performance Standards (JTPS) reporting requirements and will submit to the Oakland PIC any and all information as is, or may be, necessary for the Oakland PIC to complete the JTPS template and the Job Training Automation (JTA) system data requirements.

Contractor understands and agrees that the Oakland PIC will withhold any and all payments that would otherwise be due Contractor if Contractor fails to provide any of the required reporting information to the Oakland PIC or the Oakland WIB/City of Oakland in accordance with the reporting requirements in a timely manner or pursuant to the required reporting schedule for JTPS reporting should such reporting be necessary. Substantial or consistent failure to meet these reporting requirements may result in a fine of \$200 and/or termination of the Contract.

## 8.0 STATEMENT OF WORK PROVISIONS

- 8.1 The terms and definitions cited in the WIA and its regulations are expressly applicable to the work to be performed under this Contract.
- 8.2 Activities conducted by Contractor under this Contract shall include those services listed in the Statement of Work (Attachment A), and shall result in attained performance levels as set forth in the Statement of Work.
- 8.3 Contractor shall accept into its program those participants who are most in need and most able to benefit from services offered. Contractor must, for each participant, perform an objective assessment, create an Individual Service Strategy (ISS), provide preparation for post secondary educational opportunities, and continue to evaluate each participant's progress towards attaining the career objective identified in the ISS. Contractor will also provide retention services for participants in accordance with the WIA/Oakland PIC policies for at least one year after program exit. Progress records and records related to year-round activities for each participant must be maintained according to procedures, standards and forms acceptable to the Oakland PIC.
- 8.4 Contractor must adhere to the following follow-up requirements for at least twelve (12) months as set forth in Section 664.450 of the WIA regulations:
- a. Follow-up services for youth may include:
    - Leadership development and supportive service activities;
    - Regular contact with a youth participant's employer, including assistance in addressing work-related problems that arise;
    - Assistance in securing better paying jobs, career development and further education;
    - Work-related peer support groups;
    - Adult mentoring; and
    - Tracking progress of youth in employment after training.
  - b. All youth participants must receive some form of follow-up services for a minimum duration of twelve (12) months. Follow-up services may be provided beyond twelve (12) months at the State or Local Board's discretion. The types of services provided and the duration of services may be determined based on the needs of the individual. The scope of these follow-up services may be less intensive for youth who have only participated in summer youth employment opportunities (WIA Sec.129(c) (2)(1)).
- 8.5 Contractor must maintain all records and follow all procedures, as necessary, in accordance with those set forth by the Oakland PIC in order to:
- a. Ensure appropriate and adequate documenting of any payments made or distributed to participants. In accordance with Oakland PIC policy, it is understood that at no time shall Contractor provide participants with direct cash disbursements (including but not limited to cash for bus or BART tickets) unless expressly authorized to do so.

- b. Ensure proper submission of invoices in a timely manner to allow the Oakland PIC/City of Oakland to report to the State as required.
  - c. Ensure that all expenses on participant's behalf are properly tracked and specifically cross-referenced in the participant's file as reflected in the case notes for services provided.
- 8.6 Contractor must monitor Contract performance in the manner stated in the Statement of Work, and if requested, will submit to the Oakland PIC a narrative report detailing program progress, any operating difficulties and, if applicable, proposed corrective action.
- Contract will be monitored by Oakland PIC and may be part of monitoring conducted by the City of Oakland, Oakland WIB, the State or the Department of Labor in accordance with policies of those entities.
- 8.7 Contractor's performance will be measured by the following indicators as set forth in Section 666.100 of the WIA regulations:
- a. For youth ages 14-18:
    - Attainment of basic skills goals, and, as appropriate, work readiness or occupational skills goals;
    - Attainment of secondary school diplomas and their recognized equivalents; and
    - Placement and retention in postsecondary education, advanced training, military service, employment, or qualified apprenticeships.
  - b. For youth ages 19-21:
    - Entry into unsubsidized employment;
    - Retention in unsubsidized employment six (6) months after entry into the employment;
    - Earnings received in unsubsidized employment six (6) months after entry into the employment; and
    - Attainment of a recognized credential related to achievement of educational skills (such as a secondary school diploma or its recognized equivalent), or occupational skills, by participants who enter post-secondary education, advanced training or unsubsidized employment.
  - c. Contractor must submit all participant goals and relevant forms within thirty- (30) days of enrolling a client in the WIA youth program.
- 8.8 Contractor must actively cooperate with all requests for information and shall provide the Oakland PIC and the City of Oakland with access to such facilities and records as are necessary to establish Contractor's compliance within the terms of this Contract. Contractor shall attend all meetings or sessions scheduled by the Oakland PIC for training on contractual-related matters or program matters. Should Contractor after reasonable notice fail to attend a meeting designated by the Oakland PIC as mandatory, the Oakland PIC may, at its sole discretion, impose a fine up to \$200 per unattended meeting. Any fine imposed must be paid from non-WIA funds.



## 9.0 CONTRACT PAYMENT PROVISIONS

Further explanations and/or modifications of the budget may be required, and payments to Contractor shall be contingent upon the satisfactory submission of these items to the Oakland PIC.

### Fiscal Control and Accountability

- 9.1 All indirect costs to the Contract, if applicable, shall be supported by documents that indicate current approval by a cognizant federal/state agency and be received and approved by the Oakland PIC. These documents shall detail the rate calculation method and the method by which the rate is applied to WIA funds. In the absence of an approved indirect cost rate, a current, Oakland PIC-approved, cost allocation plan with full explanation of revenues and prorated costs must be filed with Oakland PIC prior to the receipt of any WIA funds under this Contract.
- 9.2 If applicable, Contractor must adhere to all federal, state, and local laws with respect to payment of employees, and maintain full and adequate documentation of employee payroll, work time and attendance, leave and vacation time; and, where staff time is allocated to different cost categories of contracts or funds, documentation shall be maintained to show prorated time. Oakland PIC reserves the right to establish maximum amounts that may be expended for staff salaries funded under the Contract.
- 9.3 Contractor shall confine expenditures to funds negotiated and allocated to applicable cost categories and program activities designated in the Contract or modification. Costs incurred before or after the stated period of performance will not be reimbursed and are the sole responsibility of the Contractor. In no event shall Oakland PIC be liable for expenditures in excess of the amount and rate allowed in any cost category applicable to the Contract or for any amount in excess of that obligated by the Oakland PIC as set forth on the Title Page of this Contract or any modification.  
  
The Contractor shall inform Oakland PIC in writing and in advance of any application for, or receipt of, additional funding which will have a significant effect upon the quality or cost for providing training under this Contract.
- 9.4 Accrued Annual Sick Leave shall be taken prior to Contract completion if WIA payment to staff is carried forward. Where personnel policies allow payment of unused annual and sick leave to terminating employees, this policy shall apply to terminating WIA staff. Costs to implement this provision are included in the approved Contract Budget and no funds will be added at a later time for this purpose.
- 9.5 Contractor must keep Contract benchmark achievements and payments under continuous review, and must document each benchmark attempted and/or achieved in the participant's Individual Service Strategy. When Contractor activities under this Contract fall significantly under plan, Oakland PIC reserves the right to unilaterally deobligate funds and amend the Contract accordingly.
- 9.6 All revenues and expenditures under this Contract must be accounted for separately.

9.7 Contractor's performance under this Contract will be monitored regularly and measured against performance standards set forth. The Oakland PIC will perform scheduled and unscheduled monitoring. If monitoring reports reflect that programmatic and/or fiscal improvements or changes are required. Oakland PIC will require corrective action plans or budget modifications, and, as necessary, this Contract will be so amended. Contractor understands that budgets submitted must be in accordance with performance-based achievements based on reasonable and necessary costs to achieve each benchmark. Performance-based payments shall be based on clearly established benchmark payments that can be justified to the Oakland WIB, the State, and Department of Labor.

Cost reimbursement payments for supportive services, wages and other approved training related expenses must be based on actual costs and comply with all cost reimbursement rules. Additionally, the tracking of supportive service costs and all training expenditures must be accurately reflected in the case notes of each file.

9.8 Every officer, director, agent or employee who is authorized to receive or deposit funds, issue checks or other instruments or payment for program costs incurred shall be covered by a blanket position bond.

9.9 Unearned payments under this Contract may be suspended or terminated upon refusal to accept any conditions that may be imposed by the Department of Labor, the State of California, the City of Oakland, the Oakland WIB and/or Oakland PIC at any time.

9.10 Contractor shall maintain accounting systems which are in accordance with generally accepted accounting practices and are in accordance with the Financial Management System described in the U. S. Department of Labor, Office of Management and Budget, Circular 102 and, where applicable, state circulars, containing all information related to the audit of contracts.

9.11 All payment of WIA funds must be earned and payment of funds in excess of all terms and conditions of this Contract pursuant to the benchmark achievement and payment schedules shall be refunded to Oakland PIC within ten (10) working days of the contract termination date.

9.12 If applicable, lease or rental of properties and/or equipment, upon approval by Oakland PIC and/or the State of California, will be the Contractor's responsibility, if applicable.

9.13 Equipment purchased with WIA funds having an acquisition cost of five thousand dollars (\$5,000) or more must be placed in a separate inventory log maintained for all WIA equipment. Any movement from one location to another or any other disposition of inventoried equipment requires prior written approval by Oakland PIC. Any item not recalled by Oakland PIC at conclusion of the Contract is the responsibility of the Contractor and must be safeguarded against loss or damage at all times. All equipment purchased with WIA funds must be approved by Oakland PIC in advance of purchase in accordance with the terms and conditions of this Contract and remain the property of WIA.

9.14 Contractor shall comply with all financial management and fiscal procedures prescribed by WIA, the Department of Labor, State of California, Oakland WIB and Oakland PIC

including audit and contract closeout procedures, performance-based payments, and reimbursement of costs.

- 9.15 Although Contract performance may have been accepted and reimbursement of costs or benchmark payments made in consideration of claims or achievements, any cost disallowance subsequently discovered through audit, closeout, or any other process, shall be reimbursed by Contractor to Oakland PIC within thirty (30) calendar days of notice.

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

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

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

In accordance with Section 627.480 of the Code of Federal Regulations, commercial organizations that receive \$25,000 or more in Federal financial assistance to operate a WIA program shall have an audit performed.

- 9.17 Documentation:

All contractors must retain in their files documentation sufficient to verify any claims for reimbursement of costs incurred and to verify payment for benchmark achievements. The Oakland PIC will determine on a case-by-case basis, what documents each Contractor must submit to support monthly invoices. All invoice payments are subject to verification of JTA information submitted to Oakland PIC prior to verification visit.

Examples of underlying documents include:

a. Certificates, attendance records, etc.

b. WAGES:

- Time sheets showing total hours worked and hours worked on the Contract
- Timesheets signed by employee and supervisor
- Payroll records
- Fringe benefits
- Payroll tax deposits, coupons and receipts
- Invoices for health benefits indicating date of payment and check number
- Fringe benefit rate per employee, subject to approval by Oakland PIC

- c. OTHER:
  - Invoice indicating date of payment and check number
  - Percentage of cost allocated WIA budget

9.18 All obligations incurred in the performance of this Contract must be reported to the Oakland PIC within thirty- (30) days following termination of this Contract in order to be binding upon the Oakland PIC for reimbursement. Any obligations not reported within the thirty-day period will be the sole responsibility of the Contractor.

#### 10.0 PERFORMANCE-BASED CONTRACTING PROVISIONS

One hundred percent (100%) of Contract for program services is performance-based and will be paid in accordance with the performance benchmark chart attached as Attachment D in this Contract.

#### 10.1 Monitoring and Invoicing

##### a. Performance Based Monitoring/Invoice Verification:

All invoiced performance benchmarks accomplishments will be verified using the Job Training Automation System (JTA). In addition, as needed, Program Monitors will visit Contractor's site to review, verify and approve required back-up documentation (such as case notes, certificates, attendance records, etc.) for all activities performed and being invoiced. All invoice payment approvals will be based primarily on verification of JTA information submitted to the Oakland PIC.

##### b. Compliance Monitoring:

In addition to invoice verification visits and periodic technical assistance sessions (as necessary), Contractor will be monitored up to twice yearly for overall programmatic functions and/or activities and is subject to additional monitoring should it become necessary to ensure performance under or adherence to WIA regulations and this contract.

#### 10.2 Oakland PIC MIS Reporting Requirements:

Contractor shall submit all WIA forms and JTA-related information such as enrollment, placement, goal or activity forms, exit, follow-up forms and other necessary items to document client activity in the program to the Oakland PIC **no later than Friday of the second week of every month.**

Contractor understands and agrees that the Oakland PIC will withhold any and all payments that would otherwise be due Contractor if Contractor fails to provide any of the required JTA-related information to the Oakland PIC or the City in accordance with the Schedule set forth above. Substantial or consistent failure to meet these reporting requirements may result in termination of the Contract

#### 10.3 Funding Allowances By Category/Expenditure Tracking

a. Wages, Stipends and Supportive Services

A total of \$258,620.38 has been allocated for supportive services and wages for the period July 1, 2006 through June 30, 2007, and may be used for:

- Supportive services, stipends and wages for clients enrolled between July 1, 2006 and June 30, 2007 active during this period, or who continue being served after the end of the period. Contractors must track these expenditures separately so as to ensure that no overspending occurs, and to establish a mechanism for estimating and securing future funding that is adequate for youth in this and future years. Attachment E provides the definition agreed upon on the use of funds for stipends and/or bonuses to be paid to participants for accomplishing a given benchmark.

b. Over Enrollments

The Oakland PIC recognizes the possibility that some enrollees may drop out of the program. Therefore, the Oakland PIC will allow contractors to “substitute” benchmark payments for an enrollee who has dropped out with those for an enrollee for whom benchmark payments had not been available since they had been considered an “over-enrolled” client. This substitution may only occur if it would result in NO double payment for service, no service to a regularly enrolled client is compromised, and the total budget is not exceeded. Contractor may access supportive service and wage funds for the “over-enrolled” clients so long as all regularly enrolled clients’ services are not compromised and Contractor’s total supportive services, stipends and wage budget is not exceeded.

c. Tracking and Documentation

Contractor is responsible for tracking and documenting each funding category expenditure separately. Each expenditure must match the category of funding with verification that the funds were spent on that allowable category. Contractor must keep track of which clients are being served and all benchmark payments for services to those clients, with a list of “over-enrolled” that may be substituted in (for benchmark payments) if a regularly enrolled 06/07 client drops out; wages and supportive services funds for each enrolled client within the sub categories for wages and supportive services. All supportive services and wage funding spent on clients MUST be recorded and incorporated into the client’s file and be referenced in the case notes.

**ATTACHMENT A**  
**Youth Employment Partnership Scope of Services 2006-07**

**1. PROGRAM NARRATIVE**

**A. Description of Program Services:**

YEP will provide 92 in-school youth (ages 14-18) with job readiness pre-training sessions, ongoing weekly job readiness training sessions, weekly case management visits, referral to support services, individual service strategy (ISS), work experience (between 100 – 250 hours), and follow-up services. A minimum of 20% (19 will receive vocational skills training, such as construction and computers.

YEP will offer 40 out-of-school youth (ages 18-21) with job readiness pre-training sessions, ongoing weekly job readiness training sessions, weekly case management visits, referral to support services, individual service strategy (ISS), work experience (between 100 – 250 hours), and follow-up services. A minimum of 80% (32) will receive vocational skills training, such as construction and computers.

**B. Local Workforce Investment Area Performance Goals [pursuant to WIA regulations, Section 666.100(a)(3)]:**

The following performance measures were established by the State and adopted by the local WIB as a measuring tool for program performance. All contracts will be modified if and when the State or local WIB makes changes to these levels and contractors will be subject to those changes.

**1) Core Performance Measures:**

Please note that this is an estimate of the performance measure goals set by the State for 06/07 Program Year and are subject to change if new guidelines are established at the State level and/or if the local WIB increases these performance levels. Although the state will be reporting on the Common Measures, to date, the local areas are only accountable for the existing performance measures.

**a) Older Youth ages 19-21**

- Entry into Unsubsidized Employment  
(Rate for all participants except those who enter post-secondary education or advanced training): 66%
- Employment Retention Rate  
(For all participants placed): 76.5%
- Average Earnings Gain  
(For group of all participants placed): \$3,000
- Credential Attainment Rate  
(For all participants): 36%

- b) Younger Youth ages 14-18
  - Skill Attainment Rate  
(For all participants): 76%
  - Diploma or Equivalent Rate  
(For all participants not returning  
to secondary school): 55%
  - Retention Rate  
(For all participants): 53%

C. Training Design

**1) Technical Description of Training**

Training will be provided in accordance with the training descriptions and curricula contained in the Contractor's Proposal and any amendments that are on file with Oakland PIC and expressly made a part of this Contract.

**2) Training Schedule - Days, Time/Hours of Operation:**

The program will be closed on the following holidays:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Winter Break

**3) Program Schedule/Length of Training:**

First Enrollment Date	August 1, 2006
Last Date of Enrollment	March 31, 2007
Minimum Length of Training	8 weeks
Maximum Length of Training	30 weeks
Office Hours of Staff	Mon – Fri 8:00am – 6:30 pm

**2. PARTICIPANT CRITERIA**

**A. Participant Entry Requirements:**

Participants must meet the criteria for participation set forth in the WIA and its regulations.

**B. Priority System for significant segments to be served**

African American	66	Out of School Youth	53
Asian Pacific Islander	33	Female	79
Hispanic	33	Homeless	13
American Indian	3	Disabled	13
		Limited English Proficient	43
		Foster Care	33
		Ex-Offenders	33

### 3. **RECRUITMENT AND ORIENTATION**

#### **A. Recruitment**

YEP will utilize partners Youth Uprising, EBAYC, First Place Fund for Youth and Youth Radio, as well as the Unity Council and YEP's two on-site schools—the YEP Charter High School and the Alameda County School for Pregnant and Parenting Teens—as sources of outreach and recruitment. YEP will also outreach through street recruitment and through the Probation Department, Cal WORKs agencies, CBOs, etc.

#### **B. Orientation**

There will be ongoing orientation sessions as new training clusters begin. Orientation sessions will be held at YEP and at Youth UpRising. YEP's primary focus in the sessions is to give participants enough information about the program to make a reasonable decision and commitment for the next nine months. Information is reinforced in the comprehensive participant orientation manual.

### 4. **ASSESSMENT**

YEP will use the CASAS to establish each participant's minimum skill level in English and math. In addition, participants will be assessed for their level of job readiness, appropriateness of training, and minimum skill necessary for the occupational training.

### 5. **INDIVIDUAL SERVICE STRATEGY (ISS)**

Each participant will work directly with a counselor to develop an ISS that will be in full accordance with the WIA, its regulations, and the Oakland PIC's ISS requirements. The ISS will identify employment barriers and outline a plan for the participant to address those barriers.

### 6. **CERTIFICATION**

YEP will be responsible for the collection of eligibility documentation, completion of all WIA enrollment forms and the scheduling of PIC Program Support Specialists site visits for eligibility determination and enrollment authorization. It is agreed that any costs of expenses incurred for training and services provided before the authorized enrollment date will not be paid.



## 7. PLACEMENT VERIFICATION

YEP will be responsible for the verification of all placements. The following are acceptable employment verification methods:

- A. **Copy of participant's paycheck stub; or**
- B. **Letter on employer's stationary verifying employment of participant.**
- C. **In the case that neither of the above can be obtained**, a letter from the Contractor showing they have verified placement (signed by the verifying party), and the date of verification. In addition, each Contractor must provide written documentation stating why (A) and (B) were not possible.

## 8. PARTICIPANT FOLLOW-UP

Contractor has been allocated an extra 10% of total funds obligated to conduct 12 months of follow-up services for participants who are served during the regular program year.

- A. Purpose  
Follow-up is to be performed to determine the retention rate, proper client-employer match, technical assistance, further job development, and counseling required.
- B. Method to be used  
Post-training follow-up will be conducted on a year-round basis in accordance with the activities set out in the agency's proposal, which activities are hereby incorporated by reference.

Support Services Budget Worksheet

	Wages	Bonuses	Transportation	Childcare	Total
92 In-School Youth	\$7.50/hour X 200 X 92 youth X .85 completion rate = 117,300	92 youth X 28 goals X \$25 = 64,400	92 youth X \$15 X 5 months = 6,900	10 one- month allocations of emergency transitional childcare = 7,500	196,100
40 Out-of-School Youth	\$9.50/hour X 300 X 40 youth X .85 completion rate = 96,900	40 youth X 30 goals X \$25 = 30,000	40 youth X \$70 X 5 months = 14,000	15 one- month allocations of emergency transitional childcare = 10,250	151,150
Total	214,200	94,400	20,900	17,750	347,250

**DEPARTMENT OF LABOR COMMON MEASURES AT-A-GLANCE**

The State of California obtained a waiver to implement “Common Measures” dating retroactively to July 1, 2007 (start of PY 2007-08). The most fundamental changes with this new system affect youth. A Common Measures training for youth by the State’s Capacity Building Unit took place last May 13, 2008. Thus far the State has only released performance goals for Adults and Dislocated Workers; new goals for youth are slated to release soon. The Common Measures are as follows: for Adult and Dislocated Workers – Enter Employment, Average Earnings, and Retention Rate; for Youth – Placement in Employment or Education, Attainment of a Degree or Certificate, and Numeracy/Literacy Gains (this for basic skills deficient out-of-school youth only).

**ADULT MEASURES –**

**Entered Employment**

**STATE GOAL:** 73% (*Adult workers*); 79% (*DWs*)

*ACTUAL calculated by (of those who are not employed at the date of participation):*

# of adult participants who are employed in the first quarter after the exit quarter

---

# of adult participants who exit during the quarter

**Employment Retention**

**STATE GOAL:** 75% (*Adult workers*); 85% (*DWs*)

*ACTUAL calculated by (of those who are employed in the first quarter after the exit quarter):*

# of adult participants who are employed in both the second and third quarters after the exit quarter

---

# of adult participants who exit during the quarter

**Average Earnings**

**STATE GOAL:** \$11,000.00

*ACTUAL calculated by (of those adult participants who are employed in the first, second, and third quarters after the exit quarter):*

Total earnings in the second plus the total earnings in the third quarters after the exit quarter

---

# of adult participants who exit during the quarter

**YOUTH MEASURES<sup>1</sup> –**

**Placement in Employment or Education**

**STATE GOAL: 67%**

*ACTUAL calculated by (of those who are not in post-secondary education or employment – including the military – at the date of participation):*

# of youth participants who are in employment (including the military) or enrolled in post-secondary education and/or advanced training/occupational skills training in the first quarter after the exit quarter

---

# of youth participants who exit during the quarter

**Attainment of a Degree or Certificate**

**STATE GOAL: 50%**

*ACTUAL calculated by (of those enrolled in education – at the date of participation or at any point during the program):*

# of youth participants who attain a diploma, GED, or certificate by the end of the third quarter after the exit quarter

---

# of youth participants who exit during the quart

**Literacy and Numeracy Gains**

*ACTUAL calculated by (of those out-of-school youth who are basic skills deficient):*

# of youth participants who increase one or more educational functioning levels

---

# of youth participants who have completed a year in the program (i.e., one year from the date of first youth program service) plus the # of youth participants who exit before completing a year in the youth program

---

<sup>1</sup> Until Youth goals for Placement/Education and Degree/Credentials are released by the State, "State goals" are an approximation to the percentages used in PY. 2006-07.

**Preliminary Performance for PY 2007-08 – Enter Employment Rate, Adults and Dislocated Workers**

WIA Enrolled Not Working at Enrollment		Exited in perf. Period	Employed at Exit	% Employed at Exit	With UI Wages on 1st Qtr	% With Wages on 1st Qtr	Should be At (state measures)	1ST Q Success Base Wg
Oakland PIC	Adult	71	51	71.8%	50	70.4%	73.0%	96.5%
	DW	123	93	75.6%	98	79.7%	79.0%	100.9%
The English Center	Adult	37	34	91.9%	28	75.7%	73.0%	103.7%
	DW	3	3	100.0%	3	100.0%	79.0%	126.6%
Lao Family	Adult	28	25	89.3%	25	89.3%	73.0%	122.3%
	DW	5	5	100.0%	4	80.0%	79.0%	101.3%
Unity Council	Adult	52	47	90.4%	45	86.5%	73.0%	118.5%
	DW	10	10	100.0%	10	100.0%	79.0%	126.6%
City of Oakland DHS	Adult	34	28	82.4%	18	52.9%	73.0%	72.5%
<b>TOTALS</b>	Adult	222	185	83.3%	166	74.8%	73.0%	102.4%
	DW	141	111	78.7%	115	81.6%	79.0%	103.2%

**Preliminary Performance for PY 2007-08 – Retention and Average Earnings,<sup>2</sup> Adults and Dislocated Workers**

Adult and Dislocated Workers				RETENTION			AVERAGE EARNINGS	
WIA Exited		With UI Wages on 1st Qtr	Wages on 2nd + 3rd Qtr	% Retention	Should be At (state measures)	Retention Success Rate	Average Earnings Goal	Actual Average Earnings
Oakland PIC	Adult	100	69	69.0%	75.0%	92.0%	\$ 11,000	\$ 9,235
	DW	98	61	62.2%	85.0%	73.2%	\$ 13,000	\$ 11,319
The English Center	Adult	31	24	77.4%	75.0%	103.2%	\$ 11,000	\$ 7,191
	DW	3	1	33.3%	85.0%	39.2%	\$ 13,000	\$ 8,933
Lao Family	Adult	27	14	51.9%	75.0%	69.1%	\$ 11,000	\$ 6,096
	DW	4	3	75.0%	85.0%	88.2%	\$ 13,000	\$ 8,083
Unity Council	Adult	48	30	62.5%	75.0%	83.3%	\$ 11,000	\$ 6,779
	DW	10	8	80.0%	85.0%	94.1%	\$ 13,000	\$ 15,336
City of Oakland DHS	Adult	19	11	57.9%	75.0%	77.2%	\$ 11,000	\$ 4,603
<b>TOTALS</b>	Adult	225	148	65.8%	75.0%	87.7%	\$ 11,000	\$ 7,564
	DW	115	73	63.5%	85.0%	74.7%	\$ 13,000	\$ 11,438

<sup>2</sup> Average Earnings is defined as “total earnings in the second plus the total earnings in the third quarters after the exit quarter divided by number of participants who exit during the [period].” The group includes all exiters who showed wages in the first quarter after exit.

**WIA Adult and Dislocated Worker Services  
As of June 30, 2008**

Agency and Program Name	Enrollees	Contract Period	Contract Amount	Amount drawn down through current period	Total Enrollment Plan	Actual Enrollment	Total Active/Enrolled this PY (including carried over)	Exited this PY	Placements this PY	% Placements to Exits	State Placement Goals (Placements to Exits)	Success Rate	Average Wage (hourly)	Benefits	% Retention (PY)	State Retention Goal	Retention Success Rate
PIC One Stop Downtown/East Oakland	Adult	7/07 -	\$1,686,623		108	117	234	120	94	78.33%	73.00%	107.31%	\$17.44		69%	75%	92%
	DW	6/08			136	127	296	153	124	81.05%	79.00%	102.59%	\$17.63	63%	85%	74%	
Eng. Center: WIA One-Stop Affiliate	Adult	7/07 -	\$200,000		30	35	68	20	18	90.00%	73.00%	123.29%	\$13.49		78%	75%	104%
	DW	6/08			10	5	9	5	4	80.00%	79.00%	101.27%	\$12.37	34%	85%	40%	
Lao Family Comm. Dev.: WIA One-Stop Affiliate	Adult	7/07 -	\$200,000		27	32	68	42	36	85.71%	73.00%	117.42%	\$10.39		52%	75%	70%
	DW	6/08			5	5	10	7	5	71.43%	79.00%	90.42%	\$9.42	75%	85%	89%	
Unity Council: WIA One-Stop Affiliate	Adult	7/07 -	\$300,000		40	51	83	41	34	82.93%	73.00%	113.60%	\$12.05		63%	75%	84%
	DW	6/08			8	6	10	4	4	100.00%	79.00%	126.58%	\$11.28	80%	85%	95%	
ASSETS	Adult	7/07 - 6/08	\$140,000		33	33	48	29	21	72.41%	73.00%	99.20%	\$13.92		58%	75%	78%
<b>PY 2007-08 Adult/DW TOTALS:</b>					<b>\$2,526,623</b>	<b>397</b>	<b>411</b>	<b>826</b>	<b>421</b>	<b>340</b>	<b>80.76%</b>	<b>77.00%</b>	<b>106.26%</b>	<b>\$15.55</b>	<b>65%</b>	<b>80%</b>	<b>82%</b>
<b>Adult subtotal</b>					<b>238</b>	<b>268</b>	<b>501</b>	<b>252</b>	<b>203</b>	<b>80.56%</b>	<b>73.00%</b>	<b>110.35%</b>	<b>\$14.57</b>	<b>66%</b>	<b>75%</b>	<b>88%</b>	
<b>Dislocated Worker subtotal</b>					<b>159</b>	<b>143</b>	<b>325</b>	<b>169</b>	<b>137</b>	<b>81.07%</b>	<b>79.00%</b>	<b>102.61%</b>	<b>\$16.99</b>	<b>64%</b>	<b>85%</b>	<b>75%</b>	

Item: \_\_\_\_\_  
CED Committee  
March 24, 2009

**Preliminary Performance PY 2007-08 – Youth Entered Employment or Education<sup>3</sup>**

WIA Enrolled Youth		Exited in perf. Period	Employed at Exit	Enter Post-Sec. Ed at Exit	With UI Wages on 1st Qtr	% With Wages or Ed. on 1st Qtr	State measures –Not official	1st Qtr Success Rate
AICo HlthCare	All Youth	2	0	0	2	100.0%	67.0%	149.3%
Lao Family	All Youth	39	10	0	36	92.3%	67.0%	137.8%
Pivotal Point	All Youth	11	8	0	10	90.9%	67.0%	135.7%
Scotlan	All Youth	47	21	7	35	89.4%	67.0%	133.4%
YEP	All Youth	53	21	4	30	64.2%	67.0%	95.7%
<b>TOTALS</b>	All Youth	150	60	0	111	74.3%	67.0%	110.8%

<sup>3</sup> The “Placement in Employment or Education” measure includes those youth who go to work, post-secondary education, advanced training, the military, or occupational skills training. Also, as noted before, the State has not released the Common Measures performance goals for the current program year. The 67% above is an approximation compared to last year’s “Entered Employment Rate” for older youth, which was 66.4%.

Item: \_\_\_\_\_  
CED Committee  
March 24, 2009

## Detail of Outcomes for Out-Of-School Participants Enrolled In WIA-Funded Youth Programs

A	B	C	D	E	F	G	H	I	J	K	L	M	N
Service Provider	Carried Over From Previous Years	Enrolled this Program Year	Enrlmt Goal this Program Year	% of This PY Enrlmnt Goal	Total Active or Enrolled this PY	Total Exited this PY	Emplmt or PostSec this PY	% of Plmnts /PostSec to Exits	Emp or PostSec State Goals	Degree or Crdntials this PY	% Degree or Crdntials this PY	Degree or Crdntials State Goal	Avg. Hourly Wage
Lao Family	1	10	10	100.00%	11	9	8	88.89%	67.00%	0	0.00%	50.00%	\$10.93
Pivotal Point	9	18	18	100.00%	27	14	9	64.29%	67.00%	3	21.43%	50.00%	\$8.66
Scotlan Center	16	41	40	102.50%	57	35	22	62.86%	67.00%	13	37.14%	50.00%	\$8.54
YEP	38	52	40	130.00%	90	16	2	12.50%	67.00%	12	75.00%	50.00%	\$10.75
<b>Totals</b>	64	121	108	112.04%	185	74	41	55.41%	67.00%	28	37.84%	50.00%	

## Detail of Outcomes for In-School Participants Enrolled In WIA-Funded Programs

A	B	C	D	E	F	G	H	I	J	K	L	M	N
Service Provider	Carried Over From Previous Years	Enrolled this Program Year	Enrlmt Goal this Program Year	% of this PY Enrlmnt Goal	Total Active or Enrolled this PY	Total Exited this PY	Emplmt or PostSec this PY	% of Plmnts/ PostSec to Exits	Emp or PostSec State Goals	Degree or Diploma	% Degree or Crdntials this PY	Degree or Crdntials State Goal	Avg. Hourly Wage
AICo Health	11	15	13	115.38%	26	1	1	100.00%	67.00%	1	100.00%	50.00%	\$0.00
Lao Family	2	35	35	100.00%	37	25	23	92.00%	67.00%	22	88.00%	50.00%	\$8.00
Scotlan Center	7	17	17	100.00%	24	16	4	25.00%	67.00%	15	93.75%	50.00%	\$8.80
YEP	128	76	92	82.61%	204	34	4	11.76%	67.00%	24	70.59%	50.00%	\$8.10
<b>Totals</b>	148	143	157	91.08%	291	76	32	42.11%	67.00%	62	81.58%	50.00%	

Item: \_\_\_\_\_  
 CED Committee  
 March 24, 2009



WIA Youth Services  
As of June 30, 2008

Agency and Program Name	Enrollees	Contract Period	Contract Amount	Expenditures as of 12/31/06	Annual Enrollment Plan	Actual Enrollment	Total Active/Enrolled this PY (including carried over)	Enrollment % of Plan	Exited this PY	Placements this PY (employment or postsecondary ed.)	% Placements/PostSec to Exits	State Placement Goal (placements to exits)	Average Wage (hourly)	Degree or Credentials this PY	% Degree or Credentials this PY	Degree or Credentials State Goal
<b>PROGRAM YEAR 2007-08</b>																
Alameda County Health Care Foundation	In School	7/07 - 6/08	\$30,860		13	15	26	116%	1	1	100%	67%	n/a	1	100%	50%
	Out of School	7/07 - 6/08	\$137,500		10	10	11	100%	9	8	89%	67%	\$10.93	0	0%	50%
Lao Family Community Dev.	In School	7/07 - 6/08	\$86,060		35	35	37	100%	25	23	92%	67%	\$8.00	22	88%	50%
	Out of School	7/07 - 6/08	\$86,060		18	18	27	100%	14	9	65%	67%	\$8.66	3	22%	50%
Pivotal Point	In School	7/07 - 6/08	\$177,800		40	41	57	100%	35	22	63%	67%	\$8.54	13	38%	50%
	Out of School	7/07 - 6/08	\$177,800		17	17	24	100%	16	4	25%	67%	\$8.80	15	94%	50%
Scotlan Youth Development Center	In School	7/07 - 6/08	\$367,780		40	52	90	130%	16	2	13%	67%	\$10.75	12	75%	50%
	Out of School	7/07 - 6/08	\$367,780		92	76	204	83%	34	4	12%	67%	\$8.10	24	71%	50%
Youth Employment Partnership	In School	7/07 - 6/08	\$800,000		265	264	476	103%	150	73	50%	67%	\$9.01	90	60%	50%
	Out of School	7/07 - 6/08	\$800,000		108	121	185	113%	74	41	56%	67%	\$9.72	28	38%	50%
<b>PY 2007-08 Youth TOTALS</b>					157	143	291	92%	76	32	43%	67%	\$8.30	62	82%	50%
				<b>Out of School Youth subtotal:</b>												
				<b>In School Youth subtotal:</b>												

Item: \_\_\_\_\_  
CED Committee  
March 24, 2009

**DRAFT**

City Attorney

FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

2009 MAR 11 PM 5:55

**OAKLAND CITY COUNCIL**

RESOLUTION No. \_\_\_\_\_ C.M.S.

**A Resolution to Retroactively Adopt A) A Memorandum Of Understanding With The Oakland Private Industry Council, Inc., (PIC) To Serve As The Oakland Workforce Investment System Administrator For FY 2007 – 2008 In An Amount Not To Exceed \$ \$1,147,975 B) A Memorandum Of Understanding With The Oakland PIC To Serve As The One Stop Career Center Operator For FY 2007 – 2008 In An Amount Not To Exceed \$1,775,948 C) The Disbursement Of Additional Funds To The Oakland PIC For Subcontracts With Adult And Youth Services Providers As Approved By The Oakland Workforce Investment Board, For The Delivery Of Support Services And Training For Job Seekers And Business Clients, And For Other Programs For Which The Oakland PIC Acts As Systems Administrator**

**WHEREAS**, the Oakland Workforce Investment Board (WIB) is mandated by the Workforce Investment Act of 1998 to oversee the expenditure of Workforce Investment Act funding in partnership with the Chief Elected Official (the Mayor) in a designated Workforce Investment Area such as the City of Oakland; and

**WHEREAS**, the City Council has appropriated the funding for these two awards as well as additional "pass through" program funds (Workforce Investment Act Fund 2195; Project G207710) to the System Administrator for direct client training and support services and program subcontracts for direct client services as approved by the Oakland WIB; and

**WHEREAS**, the two request for proposals through which these two awards by the Oakland WIB were processed states, in accordance with the City Charter, that the City Council must authorize these awards and agreements; and

**WHEREAS**, the City Council finds and determines that the services provided pursuant to the contract authorized hereunder are temporary and of a professional, scientific or technical nature; and

**WHEREAS**, the City Council finds that this contract shall not result in the loss of employment or salary by any person having permanent status in the competitive service; now, therefore, be it

**RESOLVED:** That the City Administrator is hereby authorized to negotiate and enter into a Memorandum of Understanding with the Oakland Private Industry Council, Inc. (PIC), for the Oakland PIC to serve as the Oakland Workforce Investment System Administrator for FY 2007 - 2008, with an operating budget not to exceed \$1,147,975; and be it

**FURTHER RESOLVED:** That the City Administrator is hereby authorized to negotiate and enter into a Memorandum of Understanding with the Oakland PIC for the PIC to serve as the One Stop Career Center Operator for FY 2007 - 2008, with an operating budget not to exceed \$1,775,948; and be it

**FURTHER RESOLVED:** That the City Administrator is hereby authorized to disburse additional Workforce Investment Act funds to the Oakland PIC within available funds and as set forth in the staff report accompanying this resolution: i) for subcontracts with adult and youth service providers approved by the Oakland WIB; ii) for the delivery of support services and training for the direct benefit of job seekers and business clients; and iii) for the implementation of other grant agreements and programs for which the Oakland PIC acts as System Administrator; and be it

**FURTHER RESOLVED:** That the City Administrator and/or his/her designee are hereby authorized to take whatever action is necessary with respect to the System Administrator and One Stop Career Center Operator Memoranda of Understanding, the disbursement of WIA funds, and the Request for Proposals consistent with this Resolution and its basic purposes.

IN COUNCIL, OAKLAND, CALIFORNIA, \_\_\_\_\_

**PASSED BY THE FOLLOWING VOTE:**

AYES- KERNIGHAN, NADEL, QUAN, DE LA FUENTE, BROOKS, REID, and PRESIDENT BRUNNER

NOES-

ABSENT-

ABSTENTION-

ATTEST: \_\_\_\_\_

**DRAFT**

LaTonda Simmons  
City Clerk and Clerk of the Council  
of the City of Oakland, California