

Original to:  
\_\_\_\_ City Clerk  
\_\_\_\_ Contractor  
\_\_\_\_ Subcontractor

## AGREEMENT

**This Agreement** is made on the \_\_\_\_ day of January, 2015 between the City of Sunnyvale, a California municipal corporation (hereinafter referred to as "**Contractor**"), on behalf of the NOVA Workforce Board, and the City of San Jose – Office of Economic Development (hereinafter referred to as "**Subcontractor**").

**Whereas**, the Contractor has applied for and been granted funds from the U. S. Department of Labor to provide employment and training services to long-term unemployed individuals; and

**Whereas**, under this Agreement, Subcontractor is participating in the operation of such services; and

**Whereas**, Contractor and Subcontractor are required to execute an Agreement wherein they agree to adhere to and comply with the conditions and requirements established for use of the funds of this grant;

**Now, therefore, it is agreed:**

1. Terms and Conditions: Subcontractor agrees to provide employment and training services and to comply with other requirements in accordance with the following:

- (a) Program Design and Standards – Exhibit A;
- (b) Special Provisions – Exhibit B;
- (c) Assurances and Certifications – Exhibit C;
- (d) Budget – Exhibit D;
- (e) Method of Payment – Exhibit E;

- (f) Request for Payment – Exhibit F; and
- (g) Department of Labor guidelines, as they now exist are or hereinafter amended.

The above-referenced Attachments and Exhibits are incorporated by reference as though fully set forth herein.

- 2. Term of Agreement: November 1, 2014 through September 30, 2015, with optional annual renewal through October 31, 2018
- 3. Funding Limit:
  - \$232,007 for the initial term of November 1, 2014 through September 30, 2015
  - \$1,134,128 for the entire term ending October 31, 2018
- 4. Agreement Number: 002-RTW-15
- 5. Department of Labor Agreement No.: HG-26666-15-60-A-6

The parties, by and through their authorized representatives as indicated below, hereby acknowledge and agree to the terms and conditions of this **Agreement**.

**CITY OF SUNNYVALE**

**CITY OF SAN JOSE  
OFFICE OF ECONOMIC  
DEVELOPMENT**

**Contractor**

**Subcontractor**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: **Deanna J. Santana** \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: **City Manager** \_\_\_\_\_

TITLE: \_\_\_\_\_

## **PROGRAM DESIGN AND STANDARDS**

### I. PROGRAM DESIGN

A. PROJECT OVERVIEW: The following is a programmatic description of what will be accomplished during the contract period.

The U. S. Department of Labor has awarded funding to the Contractor (NOVA) to operate a project to provide employment and training services to the region's long-term unemployed (LTU) workers. The funded project, known as the Silicon Valley Ready to Work Initiative, will close the gap between long-term unemployed job seekers, who will be taught to refresh their skills and renew their networks, and tech employers searching for talent. This consortium covers a regional labor market that represents 10 percent of H-1B applications in the nation. The initiative will target technology cluster occupations.

Four local workforce investment areas, including Subcontractor's Workforce Investment Board (work2future), will provide individualized career advising, short-term skills training, contemporary job search skills and career navigation training, paid internships, and specialized support services including networking and financial counseling—leading to rapid reemployment. Training will be conducted through community colleges and other vendors and will result in credentials such as CompTIA's A+, Cisco certifications, Microsoft certifications, Certified Information Systems Security Professional, and Project Management.

Other grant partners include the Silicon Valley Leadership Group and the Bay Area Council. In addition to validating demand for current technology skills, these premier industry associations will convene a forum to discuss best practices relative to hiring LTUs and share results, solicit members to host project participants for short-term paid internships, and promote project graduates for hire in mid- to high-skill technology-focused positions.

### B. SCOPE OF SERVICES

Subcontractor is responsible for providing comprehensive services and activities to participants. Services and activities must include but are not limited to the following:

#### ***Outreach and Recruitment***

Subcontractor is responsible for the recruitment of sufficient numbers of eligible individuals to meet its enrollment obligations. All WIB partners will use multiple channels to recruit candidates who will benefit from the technology focus of this grant. Local WIB partnerships with the California EDD will identify individuals who have exhausted unemployment insurance. The Bay Area Community College Consortium, with 28 member colleges, is on board to be a recruitment source for participants. Upwardly Global will refer participants from their long-term unemployed immigrant population. Social media, local meet-up groups, and faith- and community-based job-search groups will also be used for outreach and recruitment.

All WIBs will share their unique successful outreach strategies and program models to enhance the capacity of the entire Silicon Valley region to serve the LTU population.

### ***Assessment Strategy***

Customers will receive services at a local AJC. Subcontractor will ensure that a minimum of **75 percent** of its enrollees will meet the LTU definition<sup>1</sup> at the time of enrollment through review of employer verification of layoff date or work history and/or unemployment insurance documentation.

The first visit will begin with an orientation that includes eligibility determination, an overview of services, and an introduction to a step-by-step job search planning process. Each job seeker will then meet one on one with a career advisor or case manager for assistance with assessment and creation of a customized job search plan. The assessment phase will enable the customer to self-identify where to begin in the job search process, depending on whether they are still adjusting to the emotions of job loss, contemplating career change, or skill training/job ready. Job seekers will also have access to NOVA's MyPlan online job search resource site ([myplan.novaworks.org](http://myplan.novaworks.org)), which strengthens and complements in-person activities. Assessment and service options will be expanded to address the unique needs of the long-term unemployed.

Assessment instruments used at each job center may include Wonderlich, Meyers-Briggs, O\*NET, WorkKeys, and Provelt (specifically for assessing skills competencies), among others, as selected by Subcontractor. The results of each customer's assessments of skills, interests, values, personality, work history, educational background, and skills gaps will be incorporated into their plan and used to determine which of three intervention tracks to tech-related employment are appropriate.

### ***Rapid Reemployment and Training Strategy***

"Refresh your skills, renew your network" is the project focus and defines the necessary ingredients for rapid reemployment. The following strategies include both direct skills training and work-based training opportunities that lead to rapid reemployment. OEWD will use its discretion to determine appropriate classroom and/or work-based training opportunities for project participants. **Cohort training requires prior approval from NOVA.**

#### **Strategy 1: Short-term training that will lead to a skilled job**

Individuals who have tech work experience but lack current skills will receive professional staff assistance to identify employer-informed, job-driven skill enhancements necessary for them to be competitive for employment. They will work with a designated training advisor to

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<sup>1</sup> An individual who has been unemployed for 27 consecutive weeks or more. Included in this definition are individuals who have lost their job during or after the recent recession (12/1/07 on) and have exhausted or nearly exhausted unemployment benefits (if they were eligible to receive such benefits); underemployed individuals who lost their job during or after the recent recession and have obtained only episodic, short-term, or part-time employment but have not yet reconnected with a full-time job commensurate with the individual's level of education, skills, and previous wage or salary earned prior to the individual's loss of permanent employment.

follow a process of career exploration and to identify current trends in hiring, including skills, education, and experience to determine if their current skills are a match. If not a match, they will explore what it takes to close their individual skills gap.

Once necessary skills are identified, customers can choose which training provider offers the short-term, accelerated training that best meets their needs. Training may be provided through the project's training provider partner, the Bay Area Community College Consortium (BACCC), university extensions, or other locally approved vendors. Customers will also participate in workshops and labs to improve their career-navigation skills.

Strategy 2: Training along a career pathway leading to an industry-recognized credential

Enrollees who lack significant skills and/or work experience may need to explore new career options. A second intervention track is for training along a career pathway that leads to an industry-recognized credential. For this region, with great demand for IT staff at all levels, IT certifications are particularly valuable. Job seekers may access IT careers at varying levels, from entry level to expert, depending upon their existing level of experience and aptitudes.

All trainees in Strategies 1 and 2 will receive intensive staff assistance and also work on career navigation skills such as resume development and customization, job search and networking, and interviewing and negotiating.

Skills training in strategies 1 and 2 will be complemented by **earn-and-learn opportunities**, where necessary, in the form of on-the-job training (OJT) with private or nonprofit employers and short-term internships with public, private, or nonprofit employers. These opportunities will provide additional skill training, access to new networks, and an understanding of current work cultures (working in teams, etc.). SVLG and BAC member companies and other interested companies and local public sector employers will be offered grant-funded paid internships ranging from two to six months. Host employers will follow a training plan developed by both WIB and employer staff and provide supervision and mentoring during the internship.

Strategy 3: ProMatch, intensive coaching and other short-term services

Long-term unemployed individuals with a strong career focus and significant work experience will learn to renew their networks and use them in a new way by participating in a nationally recognized, member-driven networking job club called ProMatch. This is a proven model to build connections, promote hope and encouragement, and effectively use program resources for rapid reattachment to the labor market. Regional WIBs may refer professional-level LTUs to NOVA's ProMatch program or customize this model with NOVA's assistance at their own job centers.

***Supportive Services and Specialized Services Strategies***

This project encompasses several reemployment strategies customized to the needs of LTU workers. These include access to supports such as financial counseling, personal interaction with career advising professionals, a customized job-search strategy reflecting the latest

techniques, access to career navigation skills and opportunities, peer-to-peer support, and services specific to older LTUs.

The San Francisco Office of Financial Empowerment (SF-OFE) will provide **financial counseling and education** to appropriate participants in this project. With project funding, SF-OFE will employ a full-time financial counselor specifically trained on the needs of Ready to Work grant clients, provide one-on-one counseling to 250 clients on site at job centers throughout the project region, and track results on savings, credit, and debt.

All enrollees in this grant will have access to **career advising** for guidance, problem solving, and advice about the labor market. All customers will be provided with extensive coaching in **career navigation and networking** using onsite and online workshop content with opportunities for practice in both class-based labs and peer-to-peer settings.

**Digital literacy** is of critical importance in almost all jobs, and long-term unemployed workers may need to brush up on their computer skills to be competitive in today's labor market. All LTU customers will have access to computer classes operated by local education providers.

Customers interested in **entrepreneurship** may participate in workshops to help with the decision to start a business (“Should I Start A Business,” “Franchise Options”) as well as various entrepreneurship courses at job centers, including courses in business planning, marketing, financial basics, and networking.

Given the large percentage of **older LTU workers**, this project will provide several services to meet their unique needs. Starting with the career assessment process, customers and career advisors will review and realign transferable skills to the current labor market and also consider new ways of working such as contract work or self-employment. Older job seekers will be introduced to new ways of seeking employment, including networking and social media, and learn how to seek out companies more likely to consider them as candidates.

**Other supportive services:** Supportive services to enable customers to participate in the project may include transportation assistance, textbooks and other training supports, assistance with childcare costs, and referrals to resources provided by job center partners, including mental health support.

### ***Job Placement Strategy***

The employers and business associations supporting this proposal are key partners in placement efforts. The Silicon Valley Leadership Group and the Bay Area Council will hold employer forums to identify and address barriers to employment for the long-term unemployed and encourage non-discriminatory hiring practices. They have committed to working with the WIBs to reach out to their members to provide OJT/internship opportunities for trainees, to promote participants for consideration in hiring, and to publicize success stories of those hired. The commitments of SVLG and BAC expand the reach of this project to expose trainees to over 600 Silicon Valley companies.

Upwardly Global (UG), Lawrence Livermore National Lab (LLNL), and acuteIQ are also employer partners. Upwardly Global has member companies who join the UG network to access and hire their highly skilled candidates, who may also be served in this project. LLNL will host project interns and consider successful interns for permanent placement. acuteIQ, a local digital media startup, has a specific interest in hiring older LTU workers into skilled tech positions.

Statistics show that LTUs typically are more experienced workers who get overlooked because of their large gaps in employment. Direct advocacy with employers is a good method to get skilled individuals hired. The WIBs in this project will employ several strategies to directly involve employers with our job seekers, including:

- Partnering with staffing agencies that often represent numerous employer customers in the tech industry (a “try and buy” strategy that benefits LTUs).
- Inviting employers with greater recruitment needs to present and interview on-site at the local job centers.
- Holding on-site sector-focused panels to discuss industries such as advanced manufacturing, biotech, and healthcare.

**B. PROJECT RESULTS:**

The following performance goals and outcomes apply to the initial term of this Agreement:

<b>Participant Plan W2F</b>								
<b>Measures / Quarter Ending Date</b>	<b>12/31/14</b>	<b>3/31/15</b>	<b>6/30/15</b>	<b>9/30/15</b>	<b>Year 1 Total</b>		<b>Grant Total</b>	
<b>1</b> Total participants served	0	15	25	25	65		310	
<b>1a</b> Long-term unemployed		13	21	21	55		264	
<b>1b</b> Other unemployed		2	4	4	10		41	
<b>2</b> Total participants enrolled in education/training activities		5	20	20	45		200	
<b>3</b> Total participants completing education / training activities		4	16	16	36		160	
<b>4</b> Total participants who complete education / training activities AND receive a degree or other credential		4	16	16	36		160	
<b>5</b> Total number of unemployed participants who obtain employment		9	15	16	40		202	
<b>6</b> Average wage that participants will earn at placement		\$30	\$30	\$30	\$30			

Subcontractor shall endeavor to meet the goals to the best of its ability. Contractor shall review progress toward goals on a regular basis, and inadequate progress may result in reduced funding and/or the termination of this Agreement, as specified in Special Provisions Section 17.

Contractor will perform ongoing fiscal and performance monitoring of Subcontractor during the term of this Agreement. Any items noted for corrective action must be addressed on a timely basis. Contractor will provide ongoing technical assistance as necessary to accomplish the goals of this project. An in-depth performance and fiscal review will be performed near the end of the initial agreement term in preparation for contract renewal.

**This Agreement may be renewed on an annual basis through October 31, 2018, dependent on successful performance.**

## II. REPORTING AND DATA COLLECTION REQUIREMENTS

### A. Subcontractor Responsibilities

OEWD will use NOVA's reporting database (CISRS) to input all participant activities, as required by DOL. For each participant, this includes enrollment, job search and training activities, support services, follow-up services, and reportable outcomes, as defined by DOL. OEWD will ensure participant data is entered into CISRS at least monthly, by the 10<sup>th</sup> of the following month. OEWD will provide NOVA with a quarterly performance narrative in a format to be provided by NOVA, due to NOVA within 10 days of the end of the quarter. Upon completion of services, OEWD will exit participants and provide complete and accurate participant files to NOVA.

### B. Contractor Responsibilities

NOVA will provide access to its CISRS reporting database and provide OEWD with periodic reports of enrollments and activities, based on data input by OEWD.

## III. PROGRAM COORDINATION

1. The Contractor's employee designated below shall be the Program Manager for Contractor and shall render overall supervision of the progress and performance of this Agreement by Contractor. All services agreed to be performed by Contractor shall be under the overall direction of the Program Manager.
2. Subcontractor shall assign a Coordinator who shall have overall responsibility for the progress and execution of this Agreement. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Coordinator, Subcontractor shall notify Contractor immediately of such occurrence. Subcontractor staff will fully cooperate with Contractor relating to this Agreement.



#### IV. NOTICES

All notices or correspondence required or contemplated by this Agreement shall be sent to the respective parties at the following addresses:

Contractor: Jeanette Langdell, Employment Training Manager  
NOVA  
505 West Olive Ave., Suite 550  
Sunnyvale, CA 94086  
Telephone: (408) 730-7241  
Email: [jlangdell@novaworks.org](mailto:jlangdell@novaworks.org)

Subcontractor: Christopher Donnelly, Director of Operations  
work2future Workforce Investment Board  
5730 Chambertin Drive  
San Jose, CA 95118  
Telephone: (408) 794-1200  
Email: [pcastro@acgov.org](mailto:pcastro@acgov.org)

Nothing contained herein shall be construed to prohibit the parties from communicating by the most expedient method available, whether by commercial courier, facsimile, or by electronic means. However, for purposes of providing official notification and/or documentation as required in this Agreement, the sending party assumes full responsibility and the burden of proof for the completed transmission if the documents or notification are sent by means other than certified, first class mail through the United States Postal Service.

## SPECIAL PROVISIONS

### S1 INSUFFICIENT FUNDING

In the event that the U.S. Department of Labor fails to provide sufficient funding for implementation of the entire services as set forth herein, the amount set forth in this Agreement shall be reduced and the program shall be reduced proportionately.

### S2 ENTIRE AGREEMENT

This Agreement, its attachments and references cited herein fully express all understandings of the parties concerning the matters covered herein. No addition to or alteration of the terms of this Agreement, and no other Agreements of the parties or their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement duly approved and executed by the parties' authorized representative(s).

### S3 PROCEDURE TO MODIFY THE AGREEMENT

Subcontractor shall submit its request for changes in writing to the Contractor's Program Manager as identified in Exhibit A. Such modification requests must include a summary of the proposed revisions and justification for each.

### S4 INDEMNIFICATION

Subcontractor shall defend, indemnify, and hold harmless Contractor, its officers, employees, agents and volunteers from and against any claims, losses, injuries, suits, actions or judgments and from any and all liability for any and all claims, losses, injuries, suits, actions or judgments filed or brought by any and all persons because of or arising or resulting from, or in connection with any negligent act, omission or willful misconduct by Subcontractor, or its officers, employees, agents or representatives. Subcontractor further agrees to reimburse Contractor for all costs, reasonable attorneys' fees, expenses and liabilities incurred in any legal action arising out of any obligation of Subcontractor to be performed under this Agreement or arising from any negligence or willful misconduct of Subcontractor, its officers, employees, agents or representatives. Nothing in this section shall be construed to prohibit apportionment of liability, damages and related defense costs as between Subcontractor and Contractor for third-party claims in accordance with applicable provisions of California law. Contractor shall notify Subcontractor of any third-party claims related to this Agreement within thirty (30) days of receipt, however, failure to provide such notice shall not operate to waive Subcontractor's obligations under this Section.

S5 LEGAL RELATIONSHIP

- 5.1 It is understood and agreed that Subcontractor is an independent contractor and that no relationship of employer-employee exists between the parties hereto; that Subcontractor shall not be entitled to any benefits available to employees of Contractor; that Contractor is not required to make any deductions from the compensation payable to Subcontractor under the provisions of this Agreement; that as an independent contractor, Subcontractor thereby holds Contractor harmless from any and all claims that may be made against Contractor based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed that Subcontractor has no authority to act for or on behalf of Contractor other than acting as Subcontractor in carrying out and performing the terms of the Agreement.
- 5.2 The Federal Government and the State of California are not parties hereto and no legal liability on the part of the federal or state government is implied under the terms and conditions of this Agreement; any liabilities, legal actions or disputes as may arise under this Agreement are between the Contractor and Subcontractor.
- 5.3 All powers not explicitly vested in the Subcontractor by this Agreement remain with the Contractor.
- 5.4 Subcontractor, without additional expense to Contractor, shall be responsible for obtaining any necessary licenses and permits, and for complying with any applicable federal, (including OSHA) state and municipal laws, codes and regulations. Subcontractor shall be similarly responsible for all damages to persons or property that occur as a result of Subcontractor fault or negligence. Subcontractor shall take adequate precautions to protect the work, the workers, the public, and the property of others. Failure to do so shall place Subcontractor in default of the terms of this Agreement.
- 5.5 If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of applicable law.
- 5.6 In no event shall any payment by Contractor hereunder constitute or be construed to be a waiver by Contractor of any breach of covenants or conditions of this Agreement or any default which may then exist on the part of the Subcontractor. The making of any such payment shall not prejudice any right or remedy available to Contractor with respect to such breach or default.
- 5.7 In no event shall a waiver by Contractor of any of the provisions herein invalidate the remainder of the Agreement.

S6 CONFLICT OF INTEREST

Subcontractor shall maintain a written code of standards. The Subcontractor will insure that no actual or apparent conflict of interest shall occur relative to the performance of this Agreement.

S7 PERSONNEL

7.1 Subcontractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or be deemed thereby to have any contractual relationship with Contractor.

7.2 All of the services hereunder will be performed by Subcontractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

S8 COPYRIGHTS/RIGHTS TO DATA

8.1 If this Agreement is funded in whole or in part by the federal government, Contractor may acquire and maintain the intellectual property rights, title, and ownership which result directly or indirectly from the Agreement, except as provided in 37 Code of Federal Regulations part 401.14. However, pursuant to 29 CFR 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 permit others to do so.

8.2 Subcontractor agrees that for purposes of copyright law, all works of authorship made by or on behalf of Subcontractor in connection with Subcontractor's performance of this Agreement shall be deemed "works made for hire." Subcontractor further agrees that the work of each person utilized by Subcontractor in connection with the performance of this Agreement will be a "work made for hire." Subcontractor shall enter into a written Agreement with any such person that: (i) all work performed for Subcontractor shall be deemed a "work made for hire" under the Copyright Act, and (ii) that person shall assign all right, title, and interest to Contractor to any work product made, conceived, derived from, or reduced to practice by Subcontractor or Contractor and which results directly or indirectly from this Agreement.

8.3 All materials, including but not limited to computer software and visual works or text, reproduced or distributed pursuant to this Agreement that include intellectual property made, conceived, derived from, or reduced to practice by Subcontractor or Contractor and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from Contractor.

S9 PATENT RIGHTS

- 9.1 With respect to inventions made by Subcontractor in the performance of this Agreement, which did not result from research and development specifically included in Subcontractor's scope of work, Contractor hereby grants to Subcontractor a license for devices or materials incorporating or made through the use of such inventions. If such inventions result from research and development work specifically included within the Subcontractor's scope of work, then Subcontractor agrees to assign to Contractor, without additional compensation, all its right, title, and interest in and to such inventions and to assist Contractor in securing United States and foreign patents with respect thereto.

S10 SUBCONTRACTING/ASSIGNMENT

- 10.1 Subcontractor's duties under this Agreement shall not be delegated by Subcontractor nor shall any of the work or services to be performed hereunder be subcontracted out to third parties without the prior, written consent of the Contractor. Third-party subcontractors identified in this Agreement shall be deemed to have been approved by Contractor. Subcontractor shall perform oversight of such third-party subcontractors to ensure compliance with WIA regulations, including requirements related to confidentiality, records retention, allowable costs, and other requirements applicable to this program.

S11 COMPLAINTS/GRIEVANCES

Subcontractor shall follow the Contractor's policies and procedures for resolving any complaints and/or grievances arising in connection with an alleged violation of the grant, or other Agreements.

S12 PUBLIC ACCESS TO RECORDS

As a condition of receiving Department of Labor funds, the independent auditor or monitor of the Contractor and the Department of Labor, Comptroller General of the United States or their duly authorized representatives shall at all times during the Agreement term and for a period of three years thereafter have the right of access to any books, documents, papers, financial statements and records (including computer records) of the Subcontractor which are directly pertinent to charges under this Agreement to assure compliance with the terms of the Agreement and the DOL statutes, regulations, and directives, and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Subcontractor's personnel with knowledge of the records and financial statements for the purpose of interviews and discussions related to documents and services provided under this Agreement.

S13 INSURANCE AND BONDS

Subcontractor shall procure and maintain insurance for the duration of the contract against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Subcontractor, its agents, representatives, or employees.

### 13.1 Minimum Scope and Limits of Insurance

Subcontractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage and \$2,000,000 aggregate. ISO Occurrence Form CG 0001 is required.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 is required.
3. Workers' Compensation Statutory Limits and Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

### 13.2 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale. The vendor shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

### 13.3 Other Insurance Provisions

The general liability and automobile insurance policies shall contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Subcontractor; products and completed operations of the Subcontractor; premises owned, occupied or used by the Subcontractor; or automobiles owned, leased, hired or borrowed by the Subcontractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
2. For any claims related to this project, the Subcontractor's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Subcontractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not effect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
4. The Subcontractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.

#### 13.4 Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Sunnyvale.

#### 13.5 Verification of Coverage

Subcontractor shall furnish the City of Sunnyvale with an original Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City of Sunnyvale prior to commencement of work.

The City will accept evidence of self-insurance from the Subcontractor that meets the above requirements.

#### 13.6 Fidelity Bonds

If cash advances are part of the contract, a fidelity bond is required in an amount of \$100,000 or the highest estimated monthly expenditure, whichever is lower, covering any and all of Contractor's officers and employees involved in the performance of the contract.

### S14 FISCAL AND RECORDKEEPING RESPONSIBILITIES

- 14.1 Subcontractor shall comply with Administrative Standards & Procedures of 29 CFR Part 95, and as hereafter amended, relating to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.
- 14.2 Subcontractor shall maintain adequate administrative and accounting controls, personnel standards, evaluation procedures and other policies to promote the safe and effective use of funds provided by this Agreement.
- 14.3 Subcontractor shall submit reports of fiscal data in accordance with Contractor's policies and procedures. For cost reimbursement Agreements, fiscal accounts shall be maintained in a manner sufficient to permit preparation of expense reports on an accrual basis as required by Contractor and DOL. Such financial information reported must be taken directly or linked by worksheet to books of original entry and traceable to source documents. Fiscal records must provide a clear audit trail.
- 14.4 Under this Agreement Subcontractor shall use funds allocated exclusively for costs related to employment and training services as defined in Exhibit A, Program Design and Standards.

- 14.5 Subcontractor shall not be allowed to recover costs incurred before and after the effective dates of this Agreement.
- 14.6 All records pertaining to this Agreement shall be retained for five (5) years from the date of Contractor's final expenditure report except when audit has not been completed or audit findings have not been resolved. In such cases, the pertinent records must be maintained until audit is completed and audit findings resolved. Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.
- 14.7 For any Agreement in which unexpended funds resulting from cash advances remain upon completion or termination of this Agreement, Subcontractor shall return such funds to the Contractor within sixty (60) days of the termination of Agreement.
- 14.8 Subcontractor shall account for any income received deemed as Program Income and utilize said income in accordance with that same section. For public or private non-profit agencies, this shall include any revenues in excess of costs. These funds may be retained by the Subcontractor to underwrite additional training or training related services pursuant to the Agreement and/or grant which generated them as approved by Contractor; or the funds shall be returned to Contractor. Fiscal records must provide a clear audit trail for expenditures incurred and costs relative to additional training or services to be provided by appropriate cost category.

S15 PROPERTY MANAGEMENT

- 15.1 The Subcontractor shall allow the Contractor to make on-site verification that authorized non-expendable property has been purchased and is being used for the purposes of this Agreement.
- 15.2 Subcontractor shall maintain an audit trail showing the acquisition and disposition of all non-expendable property. Such records shall be retained for a period of three (3) years after the final disposition of the property.
- 15.3 Funds provided under the Agreement shall not be used for the purchase of real property or options to purchase.

S16 NONDISCRIMINATION

- 16.1 Subcontractor shall comply with the nondiscrimination and equal opportunity provisions of the following laws:
- The federal nondiscrimination requirements referenced in 29 CFR, Part 37.
  - Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin.
  - Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.



- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

16.2 Subcontractor shall include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

S17 RIGHT TO REALLOCATE FUNDS

17.1 Contractor will monitor Subcontractor's expenditures monthly under this Agreement and may reallocate funds in the event Subcontractor is not making adequate progress toward budget goals, per Exhibit D of this Agreement.

17.2 Contractor will provide Subcontractor with no less than ten (10) days written notification of its intent to reallocate funds. Subcontractor shall have opportunity to respond and offer any views and recommendations within the ten (10) day notification period. Contractor is not bound to accept Subcontractor's views and/or recommendations with respect to the intended reallocation.

S18 REPORTS

18.1 Subcontractor shall prepare and submit all required documents and reports as specified by the Contractor. In addition, special reports necessary for program operation and evaluation may be required.

S19 TERMINATION OF AGREEMENT

This Agreement may be terminated in whole or in part under the following circumstances:

19.1 Termination for Convenience

In the event that either the Subcontractor or the Contractor determines that continuation of this Contract would not be in its best interests, this Agreement may be terminated in whole or in part by either party. Termination shall be effected by delivery to the Subcontractor or Contractor of a Notice of Termination. Such notice shall be delivered a minimum of 30 days prior to the effective date of termination, which shall be specified in the notice. Subcontractor shall be compensated pursuant to the terms of this Agreement for all funds earned up to the point of termination.

19.2 Termination for Cause

Contractor may terminate this Agreement when it has determined that Subcontractor has failed to provide any of the services specified or to comply with any of the provisions contained in this Agreement. Contractor will notify the Subcontractor of such unsatisfactory performance in writing. Subcontractor will have ten (10) days to correct the deficiencies or the Agreement terminates. In the event of such termination, Contractor shall be liable for payment only for such services as were satisfactorily rendered prior to the effective date of the termination.

19.3 Insufficient Funding

Under conditions of reduced funding, the Contractor reserves the right to immediately terminate this Agreement.

S20 SUSPENSION OF FUNDS

Contractor may suspend payments to Subcontractor under the following circumstances:

- 20.1 Failure to comply in any respect with either the terms and/or conditions of this Agreement.
- 20.2 Submittal by Subcontractor of reports which are incorrect or incomplete in any substantial and material respect.
- 20.3 Failure of Subcontractor to accept any additional conditions that may be required by law, by executive order, by regulation, or by other policy announced by DOL or the State at any time.

S21 WITHHOLDING OF PAYMENTS/REIMBURSEMENTS

Notwithstanding any other provision of this Agreement, Contractor may elect not to make a particular payment under this Agreement if:

- 21.1 Subcontractor, with or without knowledge, shall have made any misrepresentation of a substantial and material nature with respect to any information furnished to Contractor;
- 21.2 There is pending litigation with respect to the performance by Subcontractor of any of its duties or obligations hereunder which may jeopardize or adversely affect carrying out the project, including any court action or proceeding involving the Federal Bankruptcy Act or assignment for benefit of creditors;
- 21.3 Subcontractor is in default under any provision of this Agreement.

S22 DISPUTES

- 22.1 The Subcontractor agrees to use best efforts to resolve disputes arising from this Agreement by administrative processes and negotiations in lieu of litigation. Subcontractor agrees to continue performance unless impasse declared.
- 22.2 Any dispute concerning a question of fact or the resolution of disallowed costs arising under this Agreement which is not settled by informal means shall be decided by the Contractor's Program Manager. A written decision will be mailed or otherwise furnished to the Subcontractor, in accordance with Contractor's procedures.
- 22.3 Subcontractor shall have access to the Contractor's Grievance Procedures for the resolution of any complaints or issues not resolved informally.

S23 REIMBURSEMENT FOR FUNDS IMPROPERLY EXPENDED

Subcontractor shall reimburse Contractor for any funds improperly expended by Subcontractor. Any such sum shall be deemed delinquent which remains unpaid thirty (30) days following written demand by Contractor for payment.

S24 PAYMENT TO SUBCONTRACTOR

Contractor will pay Subcontractor for the performance of its services and duties as specified in the Agreement. Payment shall be for allowable costs actually incurred by Subcontractor pursuant to the Agreement during its period of performance.

S25 PROGRAM AGENT POLICIES AND PROCEDURES

- 25.1 Subcontractor shall comply with Contractor's policies and procedures, and any directive or other bulletin issued which clarify or modify Contractor policies and procedures.
- 25.2 If the Subcontractor conducts eligibility determination, subcontractor shall assure that only eligible participants are enrolled in the program funded under this Agreement. Failure of this condition shall entitle Contractor to recovery of disallowed costs incurred by any ineligible participant.

S26 COORDINATION WITH PROGRAMS UNDER TITLE IV OF THE HIGHER EDUCATION ACT

- 26.1 Education Assistance Programs shall include, but not be limited to, Federal and State Programs such as Pell Grant, Supplemental Educational Opportunity Grant, Work Study program, the Perkins loan, the Family Education Loan, Direct Loan Demonstration, Cal Grant C and Board of Governors Grant.
- 26.2 If the Subcontractor is a recipient of Title IV funding, then the Subcontractor shall institute the following procedures: Subcontractor shall report all financial assistance applications, including but not limited to those for Pell grants, and resultant funds received

which cover all or part of the tuition and fees, books and supplies, or trainee support costs relative to all participants enrolled under this Agreement, especially under Title IV of the Higher Education Act. The specific usage of any financial assistance funds must be documented in the participant's training plan and shall be incorporated into this Agreement as appropriate. Any financial assistance funds received by Subcontractor on behalf of participants under this Agreement for the specific purposes of tuition, fees, books, and/or supplies shall be immediately reported to Contractor. If payment for such expenses has already been made by Contractor to Subcontractor, Subcontractor shall reimburse Contractor at the address provided in Section 21, Notices, for the amount of any financial assistance received for the above specific purposes. Participants shall not be required to apply for or access student loans or incur personal debt as a condition of participation.

26.3 Subcontractor shall identify all Title IV monies made available to the participant, and inform the Contractor of the amount and disposition of HEA Title IV awards and other types of financial aid given to each participant.

26.4 If Pell Grants are utilized, the proper mix of DOL funds and Pell resources shall be documented.

26.5 Subcontractor shall demonstrate its capacity for monitoring and providing necessary reports relative to this section as part of the normal monitoring conducted by the Contractor.

S27 AUDIT REQUIREMENTS

27.1 Non-Federal subrecipients that expend \$500,000 or more in a year in Federal awards shall have a single audit conducted in accordance with OMB Circular A133, section 500, except when they elect to have a program-specific audit conducted in accordance with paragraph (c) section 500. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant Agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with OMB Circular A133, section 235. Subrecipient shall submit a copy of its audit report to the Contractor within 30 days of receipt of the audit report or within nine months of the end of the audit period, whichever is earlier. If this Agreement is for goods or services provided as a Subcontractor, Subcontractor is not subject to these audit requirements.

S28 RECEIPT OF ADDITIONAL FUNDS

Subcontractor shall report any additional or unexpected funds received in conjunction with the services provided under the terms of this Agreement to the Contractor upon receipt of such funds or notification of award of such funds.

S29 ATTORNEY'S FEES AND COSTS

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover all legal costs and reasonable attorney's fees incurred in bringing such as action, whether such action is resolved by adjudication, arbitration or settlement.

S30 INCIDENT REPORTING

Subcontractor shall be alert for instances of fraud, abuse, and other criminal activity relative to DOL-funded activities and services. Any such instances detected shall immediately be reported to Contractor's Manager of Job Seeker Services, or in her absence, Contractor's Manager of Business Operations.

S31 SALARY AND BONUS LIMITATIONS

In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006 shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II (note: \$181,500 as of 1/14), except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133.

The incurrence of costs and receiving reimbursement for these costs under this award certifies that your organization has read the above special condition and is in compliance.

S32 CONSULTANTS

For the purposes of this award, fees paid to a consultant shall be limited to \$585 per day without Contractor and Grant Office approval.

## **ASSURANCES AND CERTIFICATIONS**

1. The Subcontractor assures and certifies that it will in performing its responsibilities under the Agreement hereby fully comply with the following regulations and cost principles, including subsequent amendments:

Uniform Administrative Requirements:

- 29 CFR Part 95, for Institutions of Higher Education, Hospitals and other Non-Profit Organizations and Commercial Organizations OR
- 29 CFR Part 97, for State, Local, and Indian Tribal Governments

Cost Principles:

- 2 CFR 229 (OMB Circular A-21), for Institutions of Higher Education
- 2 CFR 225 (OMB Circular A-87), for State, Local, and Indian Tribal Governments
- 2 CFR 230 (OMB Circular A-122), for Non-Profit Organizations
- 48 CFR Part 31, Contract Cost Principles and Procedures

Other Requirements (as applicable):

- 29 CFR Part 96 and 99, Single Audit Act
- 29 CFR Part 93, Lobbying Certification
- 29 CFR Part 37, Nondiscrimination and Equal Opportunity Requirements
- 29 CFR Part 98, Debarment and Suspension; Drug Free Workplace
- 20 CFR Part 652 et al., Workforce Investment Act
- Workforce Innovation and Opportunity Act (as applicable)
- Wagner-Peyser Act
- Grant Award Document

2. The Subcontractor assures and certifies that it will comply with confidentiality requirements of Training and Employment Guidance Letter (TEGL) 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII), and related state law and regulations requiring the proper disclosure of individually identifiable records. Confidentiality requirements are as follows:

The Contractor and Subcontractor will exchange various kinds of information pursuant to this Agreement. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges, and the Department of Alcohol and Drug Programs.

Subcontractor agrees that:

- a. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- b. Each party shall provide written instructions to all of its employees with access to information provided by the other party as to the confidential nature of the information and of the penalties for unauthorized use or disclosure found in section 1798.55 of the Civil Code, section 502 of the Penal Code, section 2111 of the Unemployment Insurance Code, section 10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.
- c. Each party shall (where appropriate) store and process information in an electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by computer, remote terminal, or other means.
- d. Each party shall promptly return to the other party confidential information when its use ends or destroy the confidential information utilizing an approved method of destroying confidential information by shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- e. If the Subcontractor enters into an Agreement with a third party to provide services, Subcontractor agrees to include these data and security and confidentiality requirements in the Agreement with the third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor (s), service providers, or employees.
- f. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems, and each party shall notify the other of any changes in that designation.

A signed Agreement/contract on file with Contractor constitutes your commitment to uphold these confidentiality requirements.

3. Subcontractor makes the following further assurances and certifications:
  - a. Subcontractor certifies, by executing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency in accordance with 29 CFR part 98, Section 98.510, Participants' Responsibilities.
  - b. Subcontractor certifies, by executing this Agreement, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8355) and will provide a drug-free workplace by taking the following actions:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - (a) the dangers of drug abuse in the workplace;
  - (b) the person's or organization's policy of maintaining a drug-free workplace;
  - (c) any available counseling, rehabilitation, and employee assistance programs; and
  - (d) penalties that may be imposed upon employees for drug abuse violations.
- 3) Provide as required by Government Code Section 8355(c) that every employee who works on the proposed Agreement:
  - (a) will receive a copy of the Subcontractor's drug-free statement; and
  - (b) will agree to abide by the terms of the Subcontractor's statement as a condition of employment on the Agreement.
- c. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646), which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
- d. It will comply with the provisions of the Hatch Act, which limits the political activity of certain State and local government employees as appropriate.
- e. It will comply with the requirements that no program under the Act involve political activities.
- f. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- g. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship. In addition, the employment or training of participants in sectarian activities is prohibited.
- h. Funds provided through this Agreement shall only be used for activities that are in addition to those which would otherwise be available in the area in the absence of such funds.



- i. If the amount of the Agreement exceeds \$100,000, the Subcontractor certifies, to the best of its knowledge, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subcontractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an 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 over \$100,000.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Subcontractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance is placed when entering into this Agreement and is a prerequisite for entering into this Agreement imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- j. Subcontractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- k. If the amount of the Agreement exceeds \$100,000, the Subcontractor agrees to comply with all applicable standards, orders or regulations issued under section 306 of the Clean Air Act, section 508 of the Clean Water Act, and Environmental Protection Agency regulations (40 CFR part 15).

- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theatre on or after August 5, 1964, and on or before May 7, 1975, assuring adequate training and employment opportunities for such veterans in its programs.
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration Facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeship occupations.
- n. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Subcontractor's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. Documentary proof of the action authorizing the Subcontractor to apply for the subgrant shall be provided to the Contractor upon demand.
- o. Appropriate standards for health and safety in work and training situations will be maintained.
- p. It will provide workers' compensation protection to participants in on-the-job training or work experience, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, employees is provided through a self-insurance system, coverage of any participants shall also be provided through that system. Where participants are employed or engaged in any program where others are similarly employed and not covered by an applicable workers' compensation statute, participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute.
- q. Institutional skill training and training on-the-job shall only be for occupations in which the Contractor has determined there is reasonable expectation for employment.
- r. Standards and procedures with respect to the awarding of academic credit and certifying educational attainment in programs conducted under said title shall be consistent with the requirements of applicable State and local law and regulation.
- s. No program shall impair existing contracts for services or collective bargaining Agreements, unless the employer and the labor organization concur in writing with respect to any elements of the proposed activities which affect such Agreement, or either such party fails to respond to written notification requesting its concurrence

within 30 days of receipt of notification. In addition, no funds awarded under this Agreement shall be used to assist, promote, or deter union organizing.

- t. No participant shall be employed or job opening filled (A) when any other individual is on layoff from the same or any substantially equivalent job, or (B) when the employer has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this grant.
- u. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
- v. No participant who is engaged in this program may be charged a fee for placement or referral services.
- w. No funds awarded under this Agreement shall be used to encourage or induce the relocation of an establishment or part thereof, which results in a loss of employment for any employee at the original location.

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**BUDGET**

The Subcontractor will be reimbursed for program costs and activities conducted within the scope of this Agreement. The budget under this Agreement shall not exceed a total of \$232,007 for the initial term (through September 30, 2015), in accordance with the following plan, and shall not exceed a total of \$1,134,128 for the grant term (through October 31, 2018).

Cost Element	Quarter Ending Date	12/31/14	3/31/15	6/30/15	9/30/15	Total 9/30/15	Total Grant
Salary & Wages			4,500	4,500	4,500	13,500	57,500
Fringe Benefits			3,687	3,687	2,688	10,062	60,750
Travel			100	100	100	300	2,000
Supplies		100	300	300	300	1,000	5,000
Contractual:							
Tuition			2,500	5,000	5,000	12,500	50,000
Paid Internships			8,000	2,000	4,620	14,620	38,878
Direct Participant Costs			1,125	4,500	4,500	10,125	46,500
Other:							
Business Support Functions			267	266	267	800	4,000
Rent		150	350	350	350	1,200	7,500
Computers						-	-
Other			300	300	300	900	2,000
Total Direct Charges		250	11,129	16,003	18,765	215,007	1,034,128
Indirect Charges		1,250	5,250	5,250	5,250	17,000	100,000
Total Costs		\$1,500	\$46,379	\$91,253	\$92,875	\$232,007	\$1,134,128

Any changes requested for the budget shall be submitted by written request to the Contractor.

**Accrued expenditures** (not yet paid) must be reported monthly on the Request for Payment.

**METHOD OF PAYMENT**

This Agreement is a cost reimbursement Agreement. Reimbursement for 100% of program costs and activities can be invoiced as completed on a monthly basis using the Request for Payment form enclosed with this Agreement. Requests shall be submitted by the 10<sup>th</sup> of the month following the month for which reimbursement is being requested.

Documentation of all expenditures consisting of general ledger printouts must be submitted with each payment request. Failure to submit required documentation and forms may cause a delay in payment.

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**CITY OF SUNNYVALE – NOVA WORKFORCE SERVICES DEPARTMENT**  
**REQUEST FOR PAYMENT**

1. Subcontractor Name: **City of San Jose, Office of Economic Development, work2future**
2. Mailing Address: 5730 Chambertin Drive  
San Jose, CA 95118
3. Request Period: From \_\_\_\_\_ to \_\_\_\_\_
4. Payment is requested for the following budget items (attach backup documentation):

Description	Total
a. Salary and Wages	\$
b. Fringe Benefits	
c. Travel	
d. Supplies	
e. Tuition	
f. Paid Internships	
g. Direct Participant Costs	
h. Business Support / Rent / Other	
i. Indirect Costs	
j. Total	

5. **Current Request** \$ \_\_\_\_\_
6. Cumulative Requests \$ \_\_\_\_\_ (NOVA to calculate)
7. Accrued Expenditures (not yet paid): \$ \_\_\_\_\_ (show in documentation)

**CERTIFICATION:**

I CERTIFY that to the best of my knowledge and belief this report is true in all aspects and that all disbursements have been made for the purpose and conditions of this grant.

\_\_\_\_\_  
 Authorized Signature Title Date

**EMAIL PDF OF THIS FORM AND DOCUMENTATION TO:**  
**Jeanette Langdell, jlangdell@novaworks.org**

**NOVA WORKFORCE SERVICES USE ONLY**

Cash reimbursement for the period \_\_\_\_\_ is recommended in the amount of \$ \_\_\_\_\_.

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

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

Budget Reference No.: **510447-5242**