

J.R. for T.R.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY**

DEPT: EMPLOYMENT AND TRAINING

BOARD AGENDA # *B-5

Urgent Routine X

AGENDA DATE April 24, 2001

CEO Concurs with Recommendation YES *phx* NO
(Information Attached)

4/5 Vote Required YES NO X

SUBJECT: AUTHORIZATION FOR THE DIRECTOR, DEPARTMENT OF EMPLOYMENT AND TRAINING (DET) OR HIS DESIGNEE, TO EXECUTE AN AGREEMENT AND ANY SUBSEQUENT AMENDMENT WITH THE STATE OF CALIFORNIA EMPLOYMENT DEVELOPMENT DEPARTMENT TO CONDUCT THE 2001 LABOR MARKET SURVEY IN STANISLAUS COUNTY

STAFF
RECOMMEN-
DATIONS:

THAT THE STANISLAUS COUNTY BOARD OF SUPERVISORS AUTHORIZE THE DIRECTOR, DEPARTMENT OF EMPLOYMENT AND TRAINING (DET) OR HIS DESIGNEE, TO EXECUTE AN AGREEMENT (AND ANY SUBSEQUENT AGREEMENTS) WITH THE CALIFORNIA EMPLOYMENT DEVELOPMENT DEPARTMENT (EDD) FOR THE PURPOSE OF CONDUCTING THE 2001 LABOR MARKET SURVEY.

FISCAL
IMPACT:

Should the above recommendation be adopted, the Department of Employment and Training can expect to receive \$ 52,016 to produce the 2001 Occupational Outlook Report. This recommendation does not obligate any funds from the General Fund.

BOARD ACTION AS FOLLOWS:

No. 2001-293

On motion of Supervisor Simon , Seconded by Supervisor Mayfield
and approved by the following vote,

Ayes: Supervisors: Mayfield, Simon, Caruso, and Chair Paul

Noes: Supervisors: None

Excused or Absent: Supervisors: Blom

Abstaining: Supervisor: None

1) X Approved as recommended

2) Denied

3) Approved as amended

Motion:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

By: Deputy

File No.

AUTHORIZATION FOR THE DIRECTOR DEPARTMENT OF EMPLOYMENT AND TRAINING (DET) OR HIS DESIGNEE TO EXECUTE AN AGREEMENT (AND ANY SUBSEQUENT AMENDMENTS) WITH THE STATE OF CALIFORNIA EMPLOYMENT DEVELOPMENT DEPARTMENT FOR THE PURPOSE OF CONDUCTING THE 2001 LABOR MARKET SURVEY IN STANISLAUS COUNTY.

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DISCUSSION: Since 1993, the Stanislaus County Department of Employment and Training (DET) has annually entered into a contract with the State Employment Development Department (EDD) to conduct a labor market survey and produce an Occupational Outlook Report. The purpose of the California EDD / Stanislaus County DET collaboration is to produce an annual Occupational Outlook Report which provides labor market information to assist local users in making better employment, training and placement decisions.

The labor market survey serves as a tool to evaluate and compare skills, duties, wages, educational and other requirements for various "demand" occupations. This enables the job seeker as well as educational or vocational counselors to make sound, occupation-related recommendations to their clients.

Apart from the information above, consideration should be given to information recently received from the State EDD. The information was received in the form of a letter to the DET, citing the December 1995 State Administrative Manual (SAM), Revision 353, page 1207, which states that the "authorization of agreements" between public entities and the State EDD must meet the following provisions:

LOCAL GOVERNMENTAL ENTITY:

Where one of the contracting parties is a county, city, district or other local public body, the contract shall be accompanied by a copy of the resolution, order, motion or ordinance of the local governing body by law having authority to enter into the proposed contract approving an authorizing execution of the agreement except in any instances where performance by the local governmental entity will be complete prior to any payment by the state.

AUTHORIZATION FOR THE DIRECTOR DEPARTMENT OF EMPLOYMENT AND TRAINING (DET) OR HIS DESIGNEE TO EXECUTE AN AGREEMENT (AND ANY SUBSEQUENT AMENDMENTS) WITH THE STATE OF CALIFORNIA EMPLOYMENT DEVELOPMENT DEPARTMENT FOR THE PURPOSE OF CONDUCTING THE 2001 LABOR MARKET SURVEY IN STANISLAUS COUNTY.

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POLICY
ISSUES:

Board approval will allow this Labor Market Information contract to be signed and submitted to the State. This action will support the Stanislaus County Board of Supervisors' goals and priorities as follows:

ECONOMIC DEVELOPMENT

Providing the job, education and training seekers with labor market research facilitates job search, enabling potential clients to become more self-sufficient and non-reliant on governmental programs. Additionally, this research assists employers and job counselors in the employment and training decision-making process. These factors will have positive effect on the local economy.

COMMUNITY LEADERSHIP

This project calls for enhancement of current collaboration of public and private agencies throughout the community and development of increasingly stronger bonds with the private sector as partners.

STAFFING
IMPACT:

None.



May 23, 2001

MEMORANDUM

TO: Christine Ferraro
FROM: Kaye Hockett, DET
SUBJECT: Fully Executed Contract
REF.: CONCMP\LMI-2000-2001\EXE-CON-M173107

BOARD OF SUPERVISORS
2001 MAY 24 PM 2:09

Enclosed please find copy of Board Agenda item and signed copy of:

EDD Contract No. M173107 (CCOIS – Occupational Information)

Board Agenda #: *B-5
Agenda Date: April 24, 2001

kh

Enclosures



Employment
Development
Department

State of California



Gray Davis, Governor

Health and Human Services Agency

May 11, 2001

Stanislaus County Department
of Employment and Training
251 E. Hackett Road, C-2
Modesto, CA 95353-3389

Attention: Andy Fiskum

SUBJECT: EDD Contract No. M173107
(CCOIS – Occupational Information)

Enclosed is your copy of the fully executed contract. If you have any questions or concerns, please call me at (916) 654-6400. Thank you for doing business with the Employment Development Department.

FRAN MASON
Contract Analyst

cc: Pedro Gomez, MIC 57
Steve Caballero, MIC 57



STANDARD AGREEMENT

APPROVED BY THE ATTORNEY GENERAL

CLEARED CG FM DIST. A

CONTRACT NUMBER M173107	AM. NO.
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-2917503	

STD. 2 (REV. 5-91)

THIS AGREEMENT, made and entered into this 1st day of January 2001, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE
Director

Agency
Employment Development Department

, hereafter called the State, and

CONTRACTOR'S NAME Stanislaus County Department of Employment and Training

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: (Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

This Agreement is entered into by and between the Employment Development Department, hereinafter referred to as EDD, and Stanislaus County Department of Employment and Training, hereinafter referred to as the Contractor.

1. PURPOSE

This agreement is established for the purpose of collecting, analyzing, and disseminating local occupational outlook information and updating and disseminating local training resource information in accordance with this Agreement and the California Cooperative Occupational Information System (CCOIS) Technical Guide.

2. LEGAL AUTHORITY

EDD shall make specified information available to the Contractor pursuant to the provisions in the California Unemployment Insurance Code Section 10533.

CONTINUED ON 10 SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement. IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY Employment Development Department		CONTRACTOR If other than an individual, state whether a corporation, partnership, etc.) Stanislaus County Department of Employment and Training			
BY (AUTHORIZED SIGNATURE) 		BY (AUTHORIZED SIGNATURE) 			
PRINTED NAME OF PERSON SIGNING Charles A. Horel, Chief		PRINTED NAME AND TITLE OF PERSON SIGNING Terry D. Plett, Interim Director			
TITLE Business Operations Planning and Support Division		ADDRESS P.O. Box 3389, Modesto, CA 95353-3389			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$52,016.00	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE UA		Department of General Services Use Only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT					
TOTAL AMOUNT ENCUMBERED TO DATE \$52,016.00	ITEM 5100-001-0870	CHAPTER 052	STATUTE 2000	FISCAL YEAR 00-01	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 680-03072-977				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER 		DATE 5-9-01			

3. EXHIBITS

The following exhibits, attached hereto, are incorporated as part of this Agreement.

- Exhibit A, Scope of Work, CCOIS
- Exhibit B, CCOIS Deliverables
- Exhibit C, CCOIS Confidentiality Agreement
- Exhibit D, Schedule of Invoices, CCOIS
- Exhibit E, Budget Detail
- Exhibit F, Nondiscrimination Clause, STD 17A
- Exhibit G, Final Report Distribution
- Exhibit H, Consent to Release Employer Information

4. TERM OF AGREEMENT

The term of this Agreement shall be January 1, 2001, through January 31, 2002.

5. FISCAL PROVISIONS

- a. The total amount of this Agreement shall not exceed Fifty-Two Thousand and Sixteen Dollars.
- b. Payment shall be made in accordance with Exhibit D, Schedule of Invoices, and Exhibit E, Budget Detail.
- c. Upon satisfactory completion of the work to be performed, invoices, in triplicate, in arrears, will be forwarded, as specified in Exhibit D and exemplified in the CCOIS Technical Guide, to the address shown below for processing. The invoices must make reference to the EDD Contract Number.

Employment Development Department
Labor Market Information Division, MIC 57
Manager, CCOIS
P.O. Box 826880
Sacramento, CA 94280-0001

- d. It is mutually understood between the parties that this Agreement may have been written for mutual benefit of both parties before ascertaining the availability of Congressional and Legislative appropriation of funds, to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made. This Agreement is valid and enforceable only if (1) sufficient funds are made available by the Budget Act of the appropriate State Fiscal Year(s) covered by this Agreement for the purposes of this program; and (2) sufficient funds are made available to the State by the United States Government for the Fiscal Year(s) covered by this Agreement for the purposes of this program.

In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature and Congress or any statute enacted by the Legislature and Congress, which may affect the provisions, terms or funding of this Agreement in any manner.

It is mutually agreed that if the Legislature and Congress do not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

EDD has the option to void the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

6. PROTECTION OF CONFIDENTIALITY

The staff of the Contractor shall abide by the following confidentiality provisions and constraints:

- a. Any and all EDD information, whether provided by EDD or from employer surveys, will be kept in the strictest confidence, and made available to the Contractor's own employees only on a "need to know" basis as provided in this Agreement.
- b. All of the information provided by EDD and gathered under this Agreement, including ad hoc reports or any reformatted data, shall be used only for purposes specifically authorized under this Agreement. Any other use without prior written approval from EDD is prohibited.
- c. None of the information will be disclosed to any person outside the Contractor's own staff working within the scope of this Agreement without prior written approval from EDD.
- d. No occupational information published on paper or in any electronic format will identify an individual firm.
- e. In those instances where the summarized occupational information was collected from fewer than three firms, the Contractor must obtain written consent from each firm before any information relating to those firms can be published on paper or in any electronic format. A sample written consent form is attached as Exhibit H.
- f. In those instances where there are three or more firms and the summarized occupational employment of one firm represents more than 50 percent of the total summarized occupational employment, the Contractor must obtain written

consent from that one firm to publish on paper or in any electronic format any information relating to that firm. A sample written consent form is attached as Exhibit H.

- g. In those instances where there are three or more firms and the summarized occupational employment of two firms represent more than 75 percent of the total summarized occupational employment, the Contractor must obtain written consent from each of those two firms to publish on paper or in any electronic format any information relating to that firm. A sample written consent form is attached as Exhibit H.
- h. The Contractor will retain, for a period of three years, the written consent agreements obtained pursuant to sections 6e, 6f, and 6g above. The Contractor will provide EDD access to all written consent agreements.
- i. All of the confidentiality constraints herein shall apply to any and all computer systems utilized by the Contractor to maintain the confidential information furnished by EDD.
- j. The confidential information shall be stored in a place physically secure from access by unauthorized persons. Confidential information in electronic format, such as hard drives, optical drives, magnetic tapes or diskettes, shall be stored and processed in such a way that unauthorized persons cannot retrieve the information through a computer network or by copying files onto other storage media.
- k. Upon successful completion of all deliverables specified in this agreement, the Contractor shall have destroyed or returned all such confidential information including, but not limited to, information stored on, hard drives, diskettes, and/or any other electronic format. The Contractor shall utilize an approved method of confidential destruction, which includes: shredding, burning, or certified or witnessed destruction.
- l. A representative of EDD will verify that the information is being used in compliance with these confidentiality provisions and constraints. The Contractor will provide to EDD access to the confidential information upon request.
- m. As described in the CCOIS Technical Guide, the Contractor may request written authorization from EDD to keep any confidential information under this Agreement, in any format, for a period up to three years after the term of this Agreement, provided the Contractor continues to participate in CCOIS. The Contractor's written request must include: the specific data to be retained, the length of time the data will be retained, and the reason the data needs to be retained. If the Contractor discontinues participation in CCOIS for any reason, all confidential information, as described, in any format, will be

returned to EDD in thirty days. All confidentiality provisions and constraints specified in this Agreement will remain in effect until all confidential information is either destroyed or returned to EDD. If confidential information is held by a subcontractor, this information must be destroyed or returned to the Contractor or EDD upon termination of the subcontract.

- n. The Contractor will provide the name, title, address, and telephone number of the person who is responsible for the security and confidentiality of the information gathered under this Agreement. The Contractor agrees to immediately notify EDD in writing of any designee changes.
- o. All staff of the Contractor having access to confidential information provided under this Agreement are required to sign the CCOIS Confidentiality Agreement (Exhibit C).

7. EQUIPMENT

- a. EDD will provide a computer with licensed software to the Contractor to conduct this project. The computer and modem line must be dedicated full-time to the CCOIS program. The computer must be used as a stand-alone computer and is not to be connected to any computer network.
- b. Title to equipment purchased or built from these funds will vest in the State unless otherwise specified. Upon termination of this Agreement the State may:
 - 1) Request that such equipment be returned to the State with costs incurred by the Contractor for such return being reimbursed by the State.
 - 2) The State may through its normal disposition procedures determine Contractor's eligibility to receive the equipment if deemed surplus to EDD.
 - 3) Authorize the continued use of such equipment for work to be performed under a different Agreement.
- c. The State may at its option repair any damage or replace any lost or stolen items and deduct the cost thereof from the Contractor's invoice to the State or require the Contractor to repair or replace any damaged, lost or stolen equipment to the satisfaction of the State, with no expense to the State. In the event of theft, a police report must be filed immediately in accordance with the State Administrative Manual, Section 2625.
- d. The contractor shall maintain an inventory record for each piece of theft-sensitive equipment (i.e., computers and related components) and equipment costing more than \$5,000 purchased or built with funds provided under the terms of this Agreement. The inventory record of each piece of such

equipment shall include the date acquired, total cost, unique tag number, serial number and model identification (on purchased equipment) and any other information or description necessary to identify said equipment. The inventory records shall also include the location or section to which each piece of equipment is assigned. A copy of the inventory record shall be submitted to the State upon request.

8. GENERAL PROVISIONS

- a. Any subcontract with non-exempt entities to perform activities under this Agreement that does not exceed \$50,000 or 25% of the agreement amount, whichever is less, must be awarded to the lowest qualified bidder based on at least three bids. If the contractor proposes to subcontract without competitive bidding, this Agreement will require prior approval from the Health and Human Services Agency Secretary.
- b. Any subcontract with non-exempt entities to perform activities under this Agreement exceeding \$50,000 or 25% of the agreement amount, whichever is less, must be awarded to the lowest qualified bidder based on at least three bids and the Agreement must receive prior written approval from the Office of Legal Services of the Department of General Services.
- c. The Contractor will provide the EDD all information needed to request approval of agreements that propose subcontracting.
- d. Any subcontractor must abide by all provisions of this Agreement, including signing a CCOIS Confidentiality Agreement (Exhibit C). Additionally, any agreement between the Contractor and subcontractor(s) will incorporate this Agreement by reference as a part of their contract. If there are conflicts between this Agreement and the Contractor-subcontractor Agreement, this Agreement will prevail.
- e. EDD will provide the Contractor with confidential employer information necessary to carry out the tasks for CCOIS. Confidential employer information includes, and is not limited to, data such as employer name, address, telephone number, and number of employees.
- f. The Contractor shall, working cooperatively with EDD Labor Market Information Division (LMID) staff, perform services as detailed in this contract and the CCOIS Technical Guide.
- g. In the performance of this Agreement, Contractor shall comply with the applicable provisions of Workforce Investment Act (WIA), Public Law 105-220, and all applicable regulations, policies, procedures and amendments issued thereto. The Contractor shall notify EDD in writing within thirty days when it cannot so comply.

- h. The Contractor shall, to the extent permitted by law, indemnify, defend, and save harmless EDD, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all copyrights, patent rights, contracts, subcontracts, material persons, laborers, and any other persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.
- i. The Contractor will ensure that an audit is conducted, as appropriate, in conformity with the Single Audit Act of 1984, Amendments of 1996, and in accordance with the Office of Management and Budget (OMB) Circular No. A-133, revised June 24, 1997. However, the WIA, U.S. Department of Labor (DOL) issuances, WIA regulations, state issued WIA directives, and state law shall take precedence in the governing of this Agreement where and whenever there are conflicts between those laws, regulations, state and federal policy and OMB A-133.
- j. EDD and DOL shall have unlimited rights to any information first produced or delivered under this Agreement. Neither the Contractor nor the subcontractor may copyright any information or publications gathered or prepared under this Agreement.
- k. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
- l. This Agreement may be terminated by either of the parties by notifying the other party in writing thirty days prior to the effective date of termination. In the event of termination, the Contractor shall be entitled to reimbursement for all costs and allowable obligations incurred to the effective date of termination allowable under WIA and regulations, DOL issuance's, state issued WIA directives, and state law.
- m. The conduct of the parties shall be in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and the rules and regulations promulgated thereunder, and in accordance with the Nondiscrimination Clause, STD. 17A, attached hereto as Exhibit F and made a part hereof.
- n. The Contractor agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et. seq.), which prohibits discrimination on the basis of disability, and all applicable federal and state laws and regulations, guidelines, and interpretations issued thereto.

- o. The Contractor, by signing this Agreement, does swear under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.
- p. By signing this Agreement, the Contractor or grantee hereby certifies under penalty of perjury under the laws of the State of California that the Contractor or grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) 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.
 - 2) Establish a Drug-Free Awareness Program to inform employees about:
 - 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) Every employee who works on the proposed Agreement will:
 - a) Receive a copy of the company's drug-free policy statement; and,
 - b) Agree to abide by the terms of the company's statement as a condition of employment under this Agreement.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this Agreement, and the Contractor may be ineligible for award of any future state awards if EDD determines that any of the following has occurred: (1) The Contractor has made false certification; or (2) The Contractor violates the certification by failing to carry out the requirements as noted above.

- q. The EDD/Labor Market Information Division Contract Monitor shall be:

Steve Caballero or assignee
7000 Franklin Blvd., Bldg. 1100
Sacramento, CA 95823
(916) 262-2211

r. The Contractor's Authorized Representative shall be:

Andy Fiskum or assignee
251 E. Hackett Road, C-2, P.O. Box 3389
Modesto, CA 95353-3389
(209) 558-2107

s. The assignment of claims under the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15, is prohibited for this Agreement.

t. In the event of a dispute between EDD and the Contractor over any part of this Agreement, the dispute may be submitted to nonbinding arbitration upon the consent of both EDD and the Contractor. An election for arbitration pursuant to this provision shall not preclude either party from pursuing any remedy for relief otherwise available.

u. This Agreement and the performance hereunder, shall be construed in accordance with, and the rights of the parties governed by, the laws of the State of California. Any action under this Agreement shall be brought in a court of competent jurisdiction located in the State of California.

v. Except for confidential information described under Section 6 of this Agreement, the Contractor will retain all records pertinent to this Agreement for a period of three years from this Agreement's end of term. If, at the end of three years, there is litigation or an audit involving those records, the Contractor will retain the records until the resolution of such litigation or audit.

w. The Contractor agrees that the EDD, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).

x. This Agreement is of no force and effect until signed by both of the parties hereto and approved by or on behalf of the Director of the Department of General Services. Contractor may not commence performance until such approval has been obtained.

- y. EDD and/or DOL, the Comptroller General of the United States or their designates shall have access to and right to examine, monitor, and audit all records (including computer records), documents, books and papers, conditions, and activities related to programs funded by this Agreement. These entities have the right to make excerpts, transcripts and photocopies of such material. Additionally, these entities have the right to timely and reasonable access to Contractor's personnel for the purpose of interview and discussion related to such documents. Contractor's performance under the terms and conditions herein specified shall be subject to monitoring and evaluation by EDD for administrative and fiscal systems integrity, the adequacy of the services performed, timeliness of response, and a general impression of the competency of the Contractor and its staff in the performance of this Agreement.
- z. The Contractor certifies under the penalty of perjury under the laws of the State of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 (a-f), and Title 2, California Code of Regulations, Section 8103.
- aa. The Contractor agrees to use computer hardware and software as described in the CCOIS Technical Guide. Contractor also agrees to dedicate the computer, software, and modem line solely for accomplishing the purpose of this Agreement.
- bb. The Contractor agrees to distribute, free of charge, the Occupational Outlook Report (OOR) to those entities as indicated on Exhibit G of this Agreement. With the concurrence of those entities, the Contractor may provide electronic copies of the OOR in lieu of printed copies using an electronic format acceptable to the user. Whether the Contractor distributes printed copies or electronic copies of the OOR, the Contractor must ensure each recipient also receives a copy of the standardized CCOIS User Survey form addressed to LMID. The form should be included as an insert, not bound in the OOR. When distributing the OOR in electronic format, the form may be included as part of the electronic file or as an attachment to the cover memo sent with the electronic file.
- cc. Performance under the terms and conditions herein specified shall be subject to an evaluation of the adequacy and timeliness of the services performed. Unsatisfactory evaluations shall be retained by EDD and may preclude the Contractor from participating in future contracts with EDD.
- dd. The Contractor agrees to conform to the nondiscrimination provisions of the Workforce Investment Act (WIA) and other federal nondiscrimination requirements as referenced in 29 CFR, Part 37.

- ee. An amendment is required to change the contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the EDD will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
- ff. A county, city, district, or other local public body must provide the EDD with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
- gg. The travel and per diem shall be set in accordance with the Department of Personnel Administration-for comparable classes and no travel outside the State of California shall be reimbursed unless prior written authorization is obtained from EDD.

SCOPE OF WORK

CALIFORNIA COOPERATIVE OCCUPATIONAL INFORMATION SYSTEM (CCOIS)

The Contractor will work with staff of the Labor Market Information Division (LMID) of the Employment Development Department (EDD) in the collection, analysis, and dissemination of local occupational and training program information included in the Occupational Outlook Report. The information is produced to meet the needs of a variety of users including local employment and training agencies, local economic development agencies, employers, and job seekers. The information is used in program planning, program marketing, career counseling, job placement, curriculum design, economic development, and to provide information during the time that WIA, Title III rapid response assistance is given. The information in the Occupational Outlook Reports must include, at a minimum: introductory material as outlined in the CCOIS Technical Guide; occupational summaries; training provider information as specified in the CCOIS Technical Guide; and the standardized User Survey addressed to LMID. The Occupational Summaries shall include, at a minimum: occupational title, classification number, and definition; wages and benefits; training, experience, and other requirements; supply/demand assessment; size of occupation; employment distribution by gender; and employment trends. Training provider information must be published as part of each Occupational Summary or as a separate section of the Occupational Outlook Report. Contractor will include three years of surveyed occupational data in the Occupational Outlook Report, current year and two prior years, for each published report.

The Contractor will perform the following functions as specifically described in the California Cooperative Occupational Information System (CCOIS) Technical Guide under the guidance of the EDD, LMID staff. The Contractor will coordinate CCOIS activities with local employment and training entities to determine a list of occupations to survey including procedures and methods for surveying non-OES occupations. The Contractor will refine the employer sample supplied by EDD, conduct all phases of the employer surveys, including data collection efforts to meet specific response goals, analyze the data, prepare a report of findings, and disseminate the information to users at no charge, as outlined in the CCOIS Technical Guide. The Contractor will attend training conferences and other training as needed. In addition, Contractor will update the local education and training provider information contained in the California Training and Education Providers as specified in the CCOIS Technical Guide.

EDD staff will monitor the work under this Agreement and provide the Contractor with: written guidelines and standards on all phases of the work; initial training and ongoing technical assistance; forecasts of occupational employment; initial employer sample; hardware and software. The EDD will assist Contractor to identify occupations, identify potential employers and training providers, produce questionnaires, tabulate data, and compile survey results. The Contractor will adhere to the specifications described in the CCOIS Technical Guide, which was supplied to the Contractor prior to the commencement of this Agreement and in technical memoranda to be issued during the Term of this Agreement.

**CALIFORNIA COOPERATIVE OCCUPATIONAL INFORMATION SYSTEM
DELIVERABLES***

- A. List of occupations to be surveyed, including procedures and methods for surveying non-OES occupations.
- B. Approved preliminary sample refinement.
- C. Updated California Training and Education Providers information as specified in the CCOIS Technical Guide.
- D. Data collection and sample refinement complete and response goals met.
- E. Final Occupational Outlook Report according to the CCOIS Technical Guide specifications.
 - 1. Report on non-OES occupations surveyed.
 - 2. One camera-ready copy of final Occupational Outlook Report.
 - 3. Thirty paper copies of the final Occupational Outlook Report.
 - 4. The final Occupational Outlook Report in Acrobat Portable Document Format including bookmarks and links to table of contents.
- F. Distribution of the final Occupational Outlook Report according to contract specifications.
- G. Participation in EDD/LMID sponsored training on employer contacts, survey data collection, program costs, and other information as needed.
- H. Upon completion of this Agreement, the Contractor shall return or confirm destruction of all media containing confidential employer information as required by this Agreement or submit a written request for authorization to retain confidential information for a period of up to three years after the term of this Agreement.

*As detailed in the CCOIS Technical Guide.

**CALIFORNIA COOPERATIVE OCCUPATIONAL INFORMATION SYSTEM
CONFIDENTIALITY AGREEMENT**

I understand that as a staff participant in the California Cooperative Occupational Information System, I will have access to confidential information necessary to carry out the tasks of this Program. I further understand that the confidentiality of this information is protected under the California Unemployment Insurance Code (Sections 1094, 2111, and 2714), California Penal Code (Section 502), and the California Civil Code (Section 1798 et seq.); that I am subject to administrative, civil misdemeanor and/or criminal penalties for any unauthorized disclosures of confidential information in violation of these sections. Therefore, any confidential information must be kept in the strictest confidence as outlined by the following constraints:

- a. Any occupational information published on paper or in any electronic format will not identify an individual firm.
- b. In those instances where the summarized occupational information contains less than three firms, the Contractor must obtain written consent from each firm before any information relating to those firms can be published on paper or in any electronic format.
- c. In those instances where there are three or more firms and the summarized occupational employment of one firm represents more than 50 percent of the total summarized occupational employment, the Contractor must obtain written consent from that one firm to release any information relating to that firm. A sample written consent form is attached as Exhibit H.
- d. In those instances where there are three or more firms and the summarized occupational employment of two firms represent more than 75 percent of the total summarized occupational employment, the Contractor must obtain written consent from each of those two firms to release any information relating to that firm. A sample written consent form is attached as Exhibit H.
- e. The Contractor will retain, for a period of three years, the written consent agreements obtained pursuant to b, c, and d above. The Contractor will provide EDD access to all written consent agreements.

- f. The local agency may not use any confidential information, including ad hoc reports or any reformatted data, for any purpose other than specifically authorized under this Agreement. Any other use without prior written approval from EDD is prohibited.
- g. Confidential information will not be shared with any other person or agency without prior written approval from EDD.
- h. These confidentiality constraints shall apply to any and all computer systems used to maintain the confidential information.
- i. The confidential information shall be stored in a place physically secure from access by unauthorized persons. Confidential information in electronic format, such as hard drives, optical drives, magnetic tapes or discs, must be stored and processed in such a way that unauthorized persons cannot retrieve the confidential information with the use of a computer, remote terminal or other means.
- j. A representative of EDD will verify that the confidential information is being used within these provisions and constraints, and will ensure the confidential information is in a secure environment. The representative of EDD, therefore, will have access to the confidential information.
- k. Upon completion of the use of the confidential information obtained under this Agreement between EDD and the Contractor, a Confidential Information Management form must be submitted indicating the disposition status of such confidential information.
- l. Employer-specific information collected as part of CCOIS, under this Agreement, shall be treated with these same confidentiality provisions and constraints, unless express written permission to release this information is granted by the employer.
- m. Designate a person responsible for the security and confidentiality of the data and immediately notify EDD in writing of any designee changes.
- n. Instruct all employees with access to the information furnished by EDD regarding: (1) the confidential nature of the information, and (2) the sanctions against unauthorized use or disclosures found in the California Unemployment Insurance Code Sections 2111, Penal Code Section 502, and the California Civil Code Section 1798.55 by requiring completion of the enclosed Confidentiality Statement. The contractor will make the Confidentiality Statements available to EDD staff during on-site reviews.

I hereby certify that I have read, understand, and agree to abide by the above confidentiality requirements of the California Cooperative Occupational Information System.

SCHEDULE OF INVOICES
CALIFORNIA COOPERATIVE OCCUPATIONAL INFORMATION SYSTEM

Deliverable Completion Phase

Contract Payments

- | | |
|--|---|
| 1. Upon satisfactory completion of Deliverables A, B, and C: | Payment of up to 30 percent of the contract dollar amount may be made less the 10 percent holdback of the payment pursuant to Section 10379 of the Public Contract Code. |
| 2. Upon satisfactory completion of Deliverable D: | Payment of up to 60 percent of the contract dollar amount may be made less the 10 percent holdback of the payment pursuant to Section 10379 of the Public Contract Code. |
| 3. Upon satisfactory completion of Deliverables E through H: | Payment of up to 100 percent of the contract dollar amount, including any prior payments, will be made. If all contract work has been satisfactorily completed, payment of all moneys withheld pursuant to Section 10379 of the Public Contract Code will be included in the final payment. |

Invoices for completed work performed in any phase of this Agreement may be submitted, in a format consistent with the CCOIS Technical Guide, anytime after satisfactory completion of Deliverable C or Deliverable D as specified in Phases 1 and 2 above. Within ninety days following successful completion of Deliverables A through H, Contractor shall forward the final invoice for payment of up to 100 percent of the contract dollar amount. Various reports and data are required for monitoring the Program; they are tied to deliverables A - H and must accompany those deliverables in order for payment to be made.

BUDGET DETAIL

	<u>\$/Hour</u> x <u>Hours</u>	<u>Total</u> <u>Cost(\$)</u>	<u>Local</u> <u>Share(\$)</u>	<u>EDD</u> <u>Share(\$)</u>
PERSONNEL				
E & T Director	38.71 x 5	193.55	193.55	0.00
E & T Program Mgr	19.35 x 50	967.50	967.50	0.00
E & T Staff	19.33 x 600	11,598.00	0.00	11,598.00
E & T Staff	12.43 x 1,600	19,888.00	0.00	19,888.00
Accountant III	24.63 x 10	246.30	246.30	0.00
Accounting Clerk III	13.45 x 96	1,291.20	1,291.20	0.00
Admin Staff	11.41 x 20	228.20	228.20	0.00
Subtotal	2,381	34,412.75	2,926.75	31,486.00
Benefits @ Payroll Taxes only		1,620.88	0.00	1,620.88
Benefits @ 24.51%*		3,560.02	717.35	2,842.67
Total Personnel		39,593.65	3,644.10	35,949.55
INDIRECT (10% of Personnel)				
Building and Utilities		3,959.36	364.41	3,594.95
NONPERSONNEL				
Modem Telephone Line		1,200.00	0.00	1,200.00
Internet Service		199.50	0.00	199.50
Postage		750.00	0.00	750.00
Supplies		500.00	0.00	500.00
Printing (OOR)		23,000.00	15,388.00	7,612.00
Other Duplication (general, throughout the year)		360.00	0.00	360.00
Other (includes travel)		750.00	0.00	750.00
CCOIS Marketing, inc dissemination meeting**		1,100.00	0.00	1,100.00
Total Nonpersonnel		27,859.50	15,388.00	12,471.50
TOTAL		71,412.51	19,396.51	52,016.00

*excludes one staff

**Remainder of \$1500 allotted for Marketing included in other line items

NOTE: Invoice line-item costs may differ from projected costs if approved by EDD in accordance with Section 2.3.4 of the CCOIS Technical Guide.

STATE OF CALIFORNIA
STD. 17A (Rev. 3/95)

NONDISCRIMINATION CLAUSE
(OCP-1)

1. During the performance of this contract, Contractor and any subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave, medical care leave and denial of pregnancy disability leave, political affiliation or belief, or citizenship. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

FINAL REPORT DISTRIBUTION

At a minimum, the Contractor will print the following number of copies of the final report described in the California Cooperative Occupational Information System (CCOIS) Technical Guide. These copies will be distributed by the Contractor to the organizations specified at no cost to the recipient. With the concurrence of the organizations listed below, the Contractor may provide electronic copies of the OOR instead of printed copies using an electronic format acceptable to the organization. Whether the Contractor distributes printed copies or electronic copies of the OOR, the Contractor must ensure each recipient also receives a copy of the standardized CCOIS User Survey form addressed to LMID. The form should be included as an insert, not bound in the OOR. When distributing the OOR in electronic format, the form may be included as part of the electronic file or as an attachment to the cover memo sent with the electronic file.

ANTICIPATED NUMBER OF COPIES OF THE OCCUPATIONAL OUTLOOK REPORT:

COMMUNITY COLLEGES

(Recipients include: deans of instruction, deans of occupational education, counseling center directors and placement directors)

020

CALIFORNIA OCCUPATIONAL INFORMATION COORDINATING COMMITTEE MEMBERS

012

HIGH SCHOOLS/ROPS/ROCS

(Recipients include: regional directors, coordinators and counselors)

040

SOCIAL SERVICES/Cal-WORKs

(Recipients include: coordinators, counselors and directors)

040

ECONOMIC DEVELOPMENT CORPS.

(Recipients include: directors and managers)

040

EDD FIELD OFFICES

(Recipients include: managers and Job Service supervisors)

015

ANTICIPATED NUMBER OF COPIES

	Occupational Outlook Report
WORKFORCE INVESTMENT AREAS (Recipients include: WI board directors, board members, employment counselors, planners, etc.)	048
REHABILITATION AGENCIES (Public and Private, one per office)	005
EMPLOYMENT TRAINING PANEL	002
ALL OTHER LOCAL PARTNERS	050
LABOR MARKET INFORMATION DIVISION (Thirty-one paper copies, including one camera ready, plus one copy in Acrobat Portable Document Format, including bookmarks and links to table of contents.)	032
LOCAL AND BUSINESS REPRESENTATIVES	400
OTHER: (Reserve: Including libraries, miscellaneous social service agencies, government and training providers)	<u>196</u>
TOTAL	900

Consent to Release Employer Information

(Date)

(Contact Person)
(Employer Name)
(Street/PO Box)
(City, State, Zip Code)

Dear _____:

Thank you for participating in the California Cooperative Occupational Information System (CCOIS) survey by providing us with occupational information from your organization.

We would like to use the information you submitted. However, in tabulating the results of the survey, we noticed that your establishment employs a large portion of the workers for the occupation. Because of the possible dominance of your company in the occupational employment, to publish the data in any format without your written permission would violate the CCOIS policy of confidentiality. Therefore, we would appreciate it if you would indicate your approval of our publishing the data collected, including the occupational information you provided in a report similar to the one attached by completing the requested information. The name of your company will be held in strict confidence and will not be published in any format or referred to in any of our publications.

We are grateful for your participation and cooperation as it is essential to the success of our program. If you have any questions, please call _____ of _____ office at 1-800-_____.

Sincerely,

Local Partner

On behalf of _____ (company), I hereby authorize your publishing occupational information that contains the data we provided in the CCOIS survey.

_____ (Signature) _____ (Date)

_____ (Name Printed) _____ (Title)