

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

DEPT: EMPLOYMENT AND TRAINING

BOARD AGENDA # \*B-9

Urgent \_\_\_\_\_ Routine X

AGENDA DATE June 12, 2001

CEO Concurs with Recommendation YES mt NO \_\_\_\_\_  
(Information Attached)

4/5 Vote Required YES \_\_\_\_\_ NO X

SUBJECT: APPROVAL TO RECEIVE AND EXPEND GOVERNORS 15% GRANT FUNDED UNDER THE WORKFORCE INVESTMENT ACT

STAFF RECOMMENDATIONS:

APPROVAL FOR THE DEPARTMENT OF EMPLOYMENT AND TRAINING (DET) TO RECEIVE AND EXPEND \$385,000 IN GOVERNORS WORKFORCE INVESTMENT ACT 15% GRANT FUNDS TO OPERATE A VOCATIONAL ENGLISH AS A SECOND LANGUAGE PROGRAM IN STANISLAUS COUNTY

FISCAL IMPACT:

The recommendation above will authorize DET to accept \$385,000 in new funds to provide services to residents of Stanislaus County. All funding for these services comes from Federal and State sources.

BOARD ACTION AS FOLLOWS:

No. 2001-426

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

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

MOTION:

Christine Ferraro

APPROVAL TO RECEIVE AND EXPEND GOVERNORS 15% GRANT  
FUNDED UNDER THE WORKFORCE INVESTMENT ACT

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DISCUSSION: In September 2000, the Governor announced he would release \$20 million in discretionary Workforce Investment Act (WIA) funds for competitive bid proposals for innovative workforce development programs. With direction from the Workforce Investment Board (WIB), DET submitted a proposal to the State on October 31, 2000. In a February 21, 2001, press release, the Governor announced that the Stanislaus County proposal had been awarded funding at 70% of its request, amounting to \$385,000.

Under this proposal, DET, working with the Central Valley Opportunity Center (CVOC) and Modesto Junior College (MJC) will recruit up to 120 limited English or non-English speakers into a new program, Nuevas Oportunidades, which will teach English language skills in conjunction with job skills, primarily in the following occupations:

- General Business/Clerical
- Automotive Service and Repair
- Graphic Printer
- Welding and Industrial Maintenance
- Cooking Occupations
- Retail Sales/Cashier
- Building Trades

In addition, the project offers an innovative approach to traditional ESL Programs by training employers in Spanish as a second language so that they might more successfully integrate limited English speakers into the workforce.

The \$385,000 in Governors Funds received for this program will be supplemented with \$685,000 in Workforce Investment Act (WIA) funds, resulting in \$1,070,000 total funding available for this project.

APPROVAL TO RECEIVE AND EXPEND GOVERNORS 15% GRANT  
FUNDED UNDER THE WORKFORCE INVESTMENT ACT

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POLICY  
ISSUES:

Approval will support the Stanislaus County Board of Supervisors' goals and priorities as follows:

**COMMUNITY SERVICE DELIVERY**

Approval of this recommendation will deliver job-training opportunities to an under-served population in the community – Non-English and Limited English speakers.

**ECONOMIC DEVELOPMENT**

Approval of this recommendation will have positive long-term effects an economic development in Stanislaus County by reducing unemployment and providing a trained workforce for employers in the community.

STAFFING  
IMPACT:

None.



May 1, 2002

**MEMORANDUM**

**TO:** Mr. John Jepson, Central Valley Opportunity Center  
**FROM:** Kasey Houck<sup>KH</sup>, Department of Employment & Training Contract Manager  
**SUBJECT:** Minor Contract/Budget Modification # 765-1a, Not Requiring Signatures, "Neuvas Oportunitades" (Monolingual Worker Re-Employment Project)  
**REF.:** P:\CONCMP\CONTRACT\CVOC\765-1a

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Ernie Flores, CVOC Executive Director, requested the following line item budget modifications on February 21, 2002. Items and justifications were discussed and the following changes were approved by Department of Employment and Training (DET) to be effective on March 26, 2002.

This minor budget modification amends the contract Budget and the Expense Summary by allowing the following line item changes:

**MEMORANDUM**

Mr. John Jepson, Central Valley Opportunity Center  
 Minor Contract/Budget Modification # 765-1a  
 May 1, 2002

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	Description/Justification For Budget Line Item Adjustments:	G/L # Line Item	Budget Increase or Decrease
1	Add one new Job Developer position at \$13.19 hourly wage for the period from April 1 through September 30, 2002.	5001	\$ 13,000.00
2	Modify fringe charges to appropriate line item categories for all job classes, as the original budget did not specify all fringe benefits by G/L line item number.	5100 5110 5120 5130 5140 5150 5160	1,000.00 1,000.00 700.00 1,500.00 2,000.00 1,000.00 800.00
3	Staff parking was not given a budget amount and DET has been receiving invoice charges for staff parking.	6040	2,000.00
4	Advertising-Recruitment was not given a budget amount and CVOC needed to advertise and recruit for their new job developer position.	6630	1,000.00
5	Supportive Services-Food vouchers were not given a budget amount and DET has received invoice charges for food vouchers.	9100	4,000.00
6	Supportive Services-Rent was not given a budget amount and DET has received invoice charges for rent supportive services.	9103	4,000.00
7	Uniforms and clothing: \$4,000 is being moved from this line item to cover for the supportive services-food voucher expenses.	9106	(4,000.00)
8	Incentive-Non-cash items: \$4,000 is being moved from this line item to cover for the supportive service-rent expenses.	9106	(4,000.00)
9	Equipment was originally not budgeted, but CVOC has requested the purchase of two computers for staff use.	6200	2,000.00
10	CVOC began invoicing their in-house training as In-house Classroom Expense rather than using the ITA format for training expenses. Funds originally budgeted for CVOC ITA's are being moved to CVOC In-House Classroom training.	9601	154,000.00
11	CVOC Occupational Skills Training is not being charged out as ITAs, therefore funds are redistributed as needed in the budget line items.	N/A	(260,000.00)
12	The "Other than CVOC" Occupational Skills Training allocation was requested by CVOC to be increased due to the high number of clients desiring training not provided by CVOC.	N/A	80,000.00
	<b>Net Effect of all Changes:</b>		<b>\$ 0.00</b>

A modified Expense Summary is attached. The total budget amount and all other terms and conditions of the agreement remain in effect as written.

KLH: kh

Attachments:

c: Phyllis Garret, Compliance Review  
 Blanca Rivera, FACT Manager



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# COUNTY OF STANISLAUS STANDARD AGREEMENT

#765-1

Agreement Number

1. This Agreement is entered into between the County of Stanislaus and the following named Contractor  
**Central Valley Opportunity Center**

BUSINESS TYPE:  501(c)(3) Non-Profit  Private, for profit  Public school agency  Other (specify):

2. The term of this Agreement is:  
**May 1, 2001 to September 30, 2002**

3. The maximum amount of payment based on time and materials is: **\$ 815,000.00**

4. The parties agree to comply with the terms and conditions of the following exhibits which, by this Reference, are made part of the Agreement:

- (a) Exhibit A – Standard Contract Conditions (LF 8.00)
- (b) Exhibit B – Work Statement dated May 1, 2001
- (c) Exhibit C – Special Conditions for WIA Cost Reimbursement Contracts dated January 2, 2001
- (d) Other: (e.g. Contractor's Proposal)

IN WITNESS WHEREOF, the parties have executed this Agreement on **May 1, 2001**.

## CONTRACTOR

Contractor's Name  
**Central Valley Opportunity Center – Stanislaus Center**

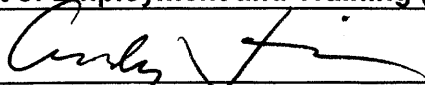
By (Authorized Signature)  



Printed Name and Title of Person Signing  
**Ernie Flores, Director** Contract Manager  
**John Jepson, Planner**

Mailing Address  
**Central Valley Opportunity Center (CVOC)  
912 11<sup>th</sup> Street  
Modesto, CA 95354-0802**

## COUNTY OF STANISLAUS

Department Name  
**Department of Employment and Training (DET)**

By (Authorized Signature)  
  
Contract Manager  
**Andy Fiskum, Contract Analyst**

6/1/01  
Andy – I talked  
to John Jepson –  
He is in the process  
of hiring staff. He  
will let us know when  
he is ready for the  
forms training  


Department of Employment and Training (DET)  
P.O. Box 3389  
Modesto, CA 95383-3389

County Counsel on August 21, 2000

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

DEPT: EMPLOYMENT AND TRAINING

Urgent \_\_\_\_\_ Routine X

CEO Concurs with Recommendation YES pkc NO \_\_\_\_\_  
(Information Attached)

BOARD AGENDA # \*B-8

AGENDA DATE August 8, 2000

4/5 Vote Required YES \_\_\_\_\_ NO X

SUBJECT: APPROVAL TO RECEIVE AND EXPEND WORKFORCE INVESTMENT (WIA) FUNDS



STAFF  
RECOMMEN-  
DATIONS:

1. APPROVAL TO RECEIVE AND EXPEND PROGRAM YEAR (PY) 2000-2001 WIA FUNDS IN ACCORDANCE WITH THE APPROVED STANISLAUS COUNTY STRATEGIC FIVE-YEAR LOCAL PLAN
2. AUTHORIZE THE DIRECTOR, DEPARTMENT OF EMPLOYMENT AND TRAINING (DET) TO SIGN WIA SUB-GRANT AGREEMENTS AND ANY MODIFICATIONS OR ADJUSTMENTS AS REQUIRED BY THE STATE
3. AUTHORIZE THE DIRECTOR OF DET OR HIS DESIGNEE TO ENTER IN AND SIGN AGREEMENTS AND CONTRACTS TO EXPEND PY 2000-2001 WIA FUNDS. AMOUNTS MAY EXCEED \$100,000.

FISCAL  
IMPACT:

The recommendations above will authorize DET to provide services and expend WIA Program Year (PY) 2000-2001 funds in the amount of \$13,306,145. All funding for County WIA programs comes from Federal and State sources.

BOARD ACTION

No. 2000-617

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

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

Noes: Supervisors: None

Excused or Absent: Supervisors: Blom

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

Motion:



APPROVAL TO RECEIVE AND EXPEND WORKFORCE INVESTMENT ACT  
(WIA) FUNDS

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DISCUSSION: The Workforce Investment Act (WIA), which succeeds the Job Training Partnership Act (JTPA), took effect on July 1, 2000. The County Board of Supervisors (BOS) approved and authorized the Board of Supervisors Chairman to sign the Stanislaus County Strategic Five-Year Plan on March 28, 2000. In late June 2000, DET received official notification of State Formula Allocations. On July 11, 2000, DET submitted paperwork to the State to initiate the processing of the WIA sub-grants on behalf of Stanislaus County. The Board of Supervisors must authorize the receipt of WIA funds and designate the responsible funds administrator. DET will serve as fiduciary agent on behalf of the Board of Supervisors in administering these funds. The DET Director will administer the program based on Board approval, in accordance with the provisions of the Local Five-Year Plan.

Approval of the recommendations will allow the DET Director to enter and sign contracts and expend funds in the general administration of the program. DET anticipates that some contracts will be awarded for amounts above \$100,000.

POLICY  
ISSUES:

Approval will support the Stanislaus County Board of Supervisors' goals and priorities as follows:

**ECONOMIC DEVELOPMENT**

Approval of the recommendations will have positive long-term effects on economic development in Stanislaus County by promoting activities that provide business expansion opportunities and preparing program participants to be contributing members of the local workforce.

STAFFING  
IMPACT:

DET anticipates that adoption of the recommendations will have no impact on current staff levels.

**TO:** STANISLAUS COUNTY WORKFORCE INVESTMENT BOARD

**FROM:** KIRK LINDSEY, CHAIRMAN

**SUBJECT: GOVERNOR'S 15% FUNDS AWARD**

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**Recommendation: Accept Governor's Award of \$385,000 to operate a Vocational English as a Second Language Program in Stanislaus County.**

In September 2000, the Governor announced he would release \$20 million of discretionary WIA funds for competitive bid proposals for innovative workforce development programs. In early October, the State Employment Development Department released instructions for submitting a proposal. Based on discussion with the WIB Chairman, the Resource Coordination Committee Chairman and a number of local area One-Stop partners, staff prepared and submitted a program proposal on October 31<sup>st</sup>, 2000. Under the proposal, DET, working with CVOC and MJC will recruit and train up to 120 limited English or non-English speakers into a vocational ESL program. The following is the executive summary excerpted from the proposal:

*Implementation of this proposal will seriously impact the displaced and low-income non-English-speaking population in Stanislaus County. First, by facilitating vocational English language skills-development we will impact career success for non-English speaking county residents. The proposed project will particularly benefit displaced monolingual agricultural and food-processing industry workers. Classroom training will initially focus on "English as a second language" (ESL) skills. Vocational ESL (VESL) training will be enhanced by Work Experience, Limited Internship and On-the-Job Training opportunities to maximize job related language skills development. Secondly, the project offers an innovative addition to traditional ESL training by developing employer capability to successfully integrate and more quickly assimilate monolingual or limited English speakers into the workforce. State 15% funds will leverage additional training and supportive service funds from a variety of sources including: Community Services Block Grant (CSBG), WIA Title I, Seasonal Migrant Farm workers (WIA Section 167)..."*

After a rigorous review process, the Governor announced the awardees on February 21<sup>st</sup> press release. Stanislaus County received 70% of its request, amounting to \$385,000 to operate this workforce development program.

CENTRAL VALLEY OPPORTUNITY CENTER  
(CVOC)

CONTRACT # 765-1

EXHIBIT A  
**STANDARD CONTRACT CONDITIONS**

From County Counsel

**EXHIBIT A**  
**STANDARD CONTRACT CONDITIONS**  
**(Long Form 8/21/00)**

1. Description of Work.

1.1 Work To Be Performed. The Contractor shall provide work or services as described in the Scope of Work and, if the Contractor has submitted a work proposal, the Contractor shall provide work or services in accordance with that proposal, which shall be attached to and, by this reference, made a part of the Agreement. In the event that any provision or description of work in the Contractor's proposal conflicts or is inconsistent with any similar provision or description of work described in the Scope of Work, the Scope of Work shall prevail, control or otherwise have precedence.

1.2 Contract Manager. Each party shall designate in writing a contract manager who shall be the day-to-day representative for administration of this agreement, and, except as otherwise specifically provided, shall have full authority to act on behalf of the respective party with respect to this Agreement. The County Department Head, or designee, or the Board of Supervisors, may also perform any and all acts which could be performed by the contract manager under this Agreement.

1.3 Work Schedule. A work schedule for the hours and times for completion of said services and work shall be prepared and implemented by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 Work Product. All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.5 Compliance with Laws. Services and work provided by the Contractor will be performed in a timely manner in compliance with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions.

2. Compensation.

2.1 Lump Sum Payment. If the signature page of the Agreement indicates lump sum payment, then the Contractor shall be compensated for work performed or services provided under the Agreement on a lump sum basis for each task as described in the Scope of Work, or in any proposal submitted by the Contractor, that is attached to and made part of the Agreement, by making periodic or progress payments upon completion of each task or item of work. The County shall retain ten (10) percent of all periodic or progress payments made to the Contractor until completion and acceptance of all work tasks and payment of all subcontractors retained, hired or used by the Contractor

2.2 Time & Materials Payment. If the signature page of the Agreement indicates time and materials payment, then Contractor compensation shall be based on the hours worked by the Contractor and/or the Contractor's employees or subcontractors, multiplied by the applicable rate set forth in the Contractor's current, dated schedule of rates attached hereto and, by this reference, made a part hereof; provided, however, the Consultant will provide the County 30-days notice before any change in the rate schedule takes effect.

2.3 Expenses. In addition to the aforementioned fees, Contractor will be reimbursed for the following expenses, plus any expenses agreed to in writing by the parties, that are reasonable, necessary and actually incurred by the Contractor in connection with providing or performing the work or services under the Agreement.

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Contractor.
- (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.
- (c) The cost of any subcontractors, consultants, experts or investigators retained by the Contractor, provided the County has agreed in writing to reimburse the Contractor for such costs.
- (d) Travel costs, including transportation, lodging and meals, provided the County has agreed in writing to reimburse the Contractor for such costs. Any reimbursement for travel costs shall be subject to and not exceed those amounts paid to the County's employees under the current Stanislaus County Travel Policy.

2.4 Invoices. The Contractor shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.5 Maximum Amount of Contract. The parties hereto acknowledge the maximum amount to be paid by the County for services provided and expenses shall not exceed the amount set forth in Paragraph 3 of the signature page of the Agreement, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor in the performance of work or services under the Agreement.

2.6 Other Compensation. Contractor shall not be entitled to nor receive compensation in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.7 Taxes. County will not withhold any Federal or State income taxes or Social Security tax from any payments to Contractor. The Contractor, not the County, has the sole responsibility to promptly pay all taxes and other assessments levied on any payments made to the Contractor.

2.8 Payment to Subcontractors and Suppliers. Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Termination. The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor, subject to any applicable setoffs. This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

4. Licenses, Certificates and Permits. Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work under the Agreement must be procured and maintained in full force and effect during the term of the Agreement at the Contractor's sole cost and expense.

5. Office Space, Supplies, Equipment, Etc. Unless otherwise provided in another exhibit to the Agreement, the Contractor shall provide at its sole cost and expense, all office space, supplies, equipment, vehicles, reference and other written materials, and telephone service as is necessary for Contractor to provide the services under the Agreement.

6. Insurance.

6.1 Required Insurance. Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

(a) General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

(c) Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Deductibles. Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

6.3 Additional Insured. The Contractor shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection

with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of the Contractor; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

6.4 Primary & Separate Coverage. The Contractor'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. The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

6.5 Reporting. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

6.6 Notice of Cancellation. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.7 Rating. Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

6.8 Subcontractors. Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.9 Proof of Insurance. At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance and with original endorsements establishing coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.10 Insurance Limits. The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

7. Defense and Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages,

losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use.

8. Status of Contractor. All acts of Contractor and its officers, employees, agents, representatives, subcontractors relating to the performance of the Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Except as otherwise expressly provided in the Agreement, Contractor has no authority to bind or incur any obligation on behalf of County or to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9. Records and Audit. Contractor shall maintain and keep all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years after the termination or completion of this Agreement. Any authorized representative of County shall have access to any such records writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor.

10. Nondiscrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. Contractor and its subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code, § 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11. Assignment. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

12. Amendment and Modification. The Agreement may be amended by the mutual written consent of the parties; provided, however, the County may, at any time, without notice to any sureties, by written order designated or indicated to be a "contract modification," make any change in the work to be performed under this Agreement so long as the modified work is within the general scope of work called for by this Agreement, including but not limited to changes in the specifications or in the method, manner or time of performance of work. If the Contractor intends to dispute the change, the Contractor must, within ten (10) days after receipt of a written "contract modification," submit to the County a written statement setting forth the disagreement with the change.

13. Disputes. Any dispute arising under or relating to the terms of the Agreement, or related to performance under the Agreement, shall be decided in writing by the County contract manager. The Contractor shall be furnished a copy of the written decision and the decision shall be final and conclusive unless, within fifteen (15) calendar days from the date of receipt of such copy, the Contractor mails or delivers a written appeal to the Director of the County Department. The decision of the Director, or designee, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by any substantial evidence. Pending final decision on any dispute, the Contractor shall proceed diligently with the performance of work as directed by the contract



manager unless the Contractor has received a notice of termination.

14. Waiver of Default. Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

15. Notice. Any notice or communication regarding Agreement that a party is required or may desire to make shall be in writing and may be personally served or sent by prepaid first class mail to the respective parties at the address set forth on the signature page of this Agreement. Notice is deemed received upon deposit in the mail.

16. Conflicts. Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

17. Entire Agreement. The Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties and contains all the agreements between the parties with respect to the subject matter of the Agreement. No other agreement, statement or promise not contained in this Agreement shall be valid or binding.

18. Advice of Attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

19. Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

20. Governing Law and Venue. This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

END OF STANDARD CONDITIONS (LONG FORM)

## **EXHIBIT B**

COUNTY OF STANISLAUS, DEPARTMENT OF EMPLOYMENT AND TRAINING

# **SERVICE STATEMENT**

EFFECTIVE DATE: May 1, 2001

The County of Stanislaus (DET) Department of Employment and Training (COUNTY) and the (CVOC) Central Valley Opportunity Center (CONTRACTOR) hereby agree to provide services to Workforce Investment Act (WIA) eligible customers on the following basis:

1. ATTACHMENT A is the contract Work Statement.
2. ATTACHMENT B is the Contract Budget and provides details of approved program expenditures.
3. The *Workforce Investment Act*, its *Federal Regulations*, applicable State laws and *Directives*, and local ordinances and policies are attached by reference.
4. CONTRACTOR will provide all services and activities in compliance with the requirements of *Special Conditions of Cost Reimbursement Contract* (Exhibit C).
5. *Referenced Supplemental Documentation (in Contract Master File)*
  - (a) *Original Contract Proposal (If Applicable)*
  - (b) *Original Contract Negotiation Form*
  - (c) *Authorized Signature Form*
  - (d) *Certificates of Insurance*
  - (e) *Board of Supervisors agenda item dated August 8, 2000*
  - (f) *WIB minutes dated March 19, 2001*
  - (g) *Cost Allocation Plan, Written, and Worksheet*
  - (h) *Organization Chart*
  - (i) *Curriculum Outline*
  - (j) *Invoice Format*
  - (k) *Sample Customer WIA Form*

**Work Statement**

**Contract # 765-1**

**between**

**The Department of  
Employment & Training**

**and**

**Central Valley Opportunity Center (CVOC)  
“Monolingual Worker Re-Employment Project”**

## Work Statement

**DET SERVICE CONTRACT # 765-1 WITH: Central Valley Opportunity Center (CVOC)  
FOR WIA PY '01-02 GOVERNORS 15% FUNDS, WIA DISLOCATED WORKER FUNDS, AND WIA  
TITLE I ADULT FUNDS FOR THE SERVICE PERIOD: MAY 1, 2001 – SEPTEMBER 30, 2002**

### **1. Background**

#### **1.1 WIA Funding and Authorization:**

The Workforce Investment Act of 1998 (WIA) was enacted "to consolidate, coordinate, and improve employment, training, literacy, and vocational rehabilitation programs in the United States, and for other purposes (*WIA Preamble*)". To that end, Congress has allocated funds. The Local Board has determined that the Central Valley Opportunity Center (CVOC), a Community Based Organization (CBO) and Service Provider, has demonstrated effectiveness in the local area by prior services to "special participant populations that face multiple barriers to employment, i.e., Limited English speaking". (WIA § G(iv)(I).) The program period for this CONTRACT as authorized by the Workforce Investment Board on March 19, 2001.

#### **1.2 Local Area Implementation and Responsibilities:**

Within states, each Workforce Investment Area is given responsibility to "*provide workforce investment activities...that increase the employment, retention, and earnings of participants, and increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the Nation (WIA § 106).*"

### **2. Purpose**

#### **2.1 Overall Program Objectives:**

Overall program objectives under WIA are to provide core, intensive training, other permissible WIA services, and access to One-Stop Partner agency and Wagner-Peyser Act services (WIA § 134(c)(1).)

#### **2.2 Purpose of this Contract:**

The purpose of this contract is to:

- 2.2.1** To impact the monolingual Spanish workforce and increase local employers' capability to better integrate and use this largely untapped human resource

**2.2.2 WIA Tier 1-B Core Services, Tier 2 Intensive Services, and Tier 3 Training Services**, as needed by monolingual Spanish speaking customers. This contract will provide Tier 1-B, Tier 2, and Tier 3 services specifically for Limited English/Non-English speaking adult customers so they can gain the skills needed to secure and retain self-sufficiency employment.

**2.3 Targeted Groups:**

**2.3.1 Tier 1-A Core Services** are to be provided to all customers.

**2.3.2 Tier 1-B Core Services, Tier 2 Intensive Services, and Tier 3 Training Services** will be provided to WIA eligible Non-English speaking/Limited English speaking adults of age 18 and older who meet the Contractors unique service criteria.

**3. General Responsibilities**

**3.1 Organization Structure:**

A chart showing Contractor's organizational structure is in County's contract file and attached by reference (Supporting Document h).

**3.2 Staff Job Descriptions:**

The following positions are being fully or partially reimbursed for services provided under this contract:

Job Title	Description
Case Manager	Provide customer vocational assessment, counseling and service plan development. Perform eligibility determination, client referral and employability development services.

**3.3 Staff Minimum Job Qualifications, Credentials, Certifications, and Licenses:**

Staff minimum qualifications for professional services shall be:

Job Title	Minimum Qualifications
Case Manager	BA/BS in social services or related field. Relevant experience may be substituted for education for up to two years. Bilingual English/Spanish. Excellent communication skills. California Drivers License and auto insurance.

**3.4 Location and Facilities:**

CONTRACTOR shall provide program activities at the following location(s):

<b>Activities/Services</b>	<b>Building location:</b> (No., Street, City, Zip and Telephone No.)	<b>Building Name/Type:</b> (School, Comm. Bldg., Gov't Facility, etc.)
WIA Tier 1 2, 3	CVOC 912 11th Street, Modesto, CA 95354 (209) 577-3210	Commercial Building
WIA Tier 2,3	CVOC 1748 Miles Court Merced, CA 95348 (209) 383-2415	Commercial Building

**3.5 Service Dates and Hours:**

CONTRACTOR shall provide the following hours of program operation:

<b>Service Dates</b>		<b>Days Of Operation</b>	<b>Hours Per Day</b>
<b>From:</b>	<b>Through</b>		
05/01/01	09/30/02	Monday through Friday	8 a.m. – 5 p.m.

**3.6 Holiday and Non-service Dates:**

CONTRACTOR shall not provide training on the following dates:

<b>REASON:</b>	<b>2001 - 2002 PROGRAM YEARS</b>
Memorial Day	May 28, 2001
Independence Day	July 4, 2001
Labor Day	September 3, 2001
Veterans Day	November 12, 2001
Thanksgiving	November 22/23, 2001
Christmas Day	December 25, 2001
New Years Day	January 1, 2002
Martin Luther King, Jr. Day	January 14, 2002
Presidents Day	February 18, 2002
Cesar Chavez Day	April 1, 2002
Memorial Day	May 27, 2002
Independence Day	July 4, 2002
Labor Day	September 2, 2002

**3.7 Contact Persons:**

Initial direct contact will be conducted between CONTRACTOR and COUNTY by the following persons:

	<b>FOR CONTRACTOR</b>	<b>FOR COUNTY</b>
Name	Ric Contreras	Andy Fiskum
Title	Director	Contract Analyst II
Telephone	(209) 577-3210	(209) 558-2107
Fax	(209) 551-9954	(209) 558-2164
E-Mail	Cvoc2@elite.net	fiskuma@mail.co.stanislaus.ca.us

**3.8 Administrative Procedures:**

See Exhibit C, *Special Conditions of Cost Reimbursement Contract*, for detailed administrative procedures.

**4. Services**

**4.1 Services to be Performed:**

These codes are used in the Service Schedule to describe how the different WIA required services will be provided under this contract:

- CVOC = CONTRACTOR**
- DET = COUNTY**
- REF = Referral to another partnering agency or Eligible Training Provider as listed on the State Eligible Training Provider List (ETPL).**

The Service tables are found on pages five and six of this Work Statement.

<b>WORKFORCE INVESTMENT ACT REQUIRED SERVICES</b>	
<b>Tier 1-A, Core Services – Self-service Information with Minimal Staff Assistance (no registration required)</b>	<b>How Provided</b>
1. Outreach, intake & orientation to One-Stop center services	CVOC/DET
2. Initial assessment of skill levels, aptitudes, abilities & need for supportive services ( <i>self-directed</i> )	CVOC/DET
3. Provide Employment statistics (job vacancy listings, skill requirements, & information on "demand" occupations)	CVOC/DET
4. Provide Performance information on eligible training providers	CVOC/DET
5. Provide Performance information on the local One-Stop delivery system	CVOC/DET
6. Information on supportive services and referral to supportive services	CVOC/DET
7. Provide Information regarding filing for Unemployment Compensation	CVOC/DET
8. Assistance in establishing eligibility for Welfare-to-Work activities and other training and education programs	CVOC/DET
9. Resource Room/Center usage	CVOC/DET
10. Internet browsing (job, information and training searches)	CVOC/DET
11. Internet accounts (Career Kit, Personnel Kit)	N/A
12. Initial development of an employment plan ( <i>self-directed</i> )	CVOC
13. Talent referrals (e.g., talent scouts, <i>other employment service agencies</i> , labor exchange referrals of resumes without further screening)	CVOC/DET
14. Workshops and job clubs (general information on job search, resume writing, and computer- and telephone-based contacts)	CVOC/DET
15. Determination of eligibility to receive assistance under Title 1-B ( <i>CVOC will prepare WIA Application (EWIR) to establish Tier 1-B eligibility and forward to DET with copies of appropriate documentation to authenticate eligibility; DET will approve eligibility and enrollment into Tier 1-B program activities</i> )	CVOC/DET
<b>TIER 1-B, Core Services – Staff Assisted Services (registration required via completion of WIA Application [EWIR] and Enrollment [EWIE] forms)</b>	<b>How Provided</b>
1. Job search & placement assistance, including career counseling	CVOC
2. Follow-up services, including counseling regarding the workplace ( <i>including completion of WIA Follow up (EWIF) forms</i> )	CVOC/DET
3. Job referrals (such as testing & background checks)	CVOC
4. Job development (working with employer & jobseeker)	CVOC
5. Workshops and job clubs – upon staff recommendation	CVOC/DET
6. <i>Referral to DET or other partner agency for supportive service</i>	CVOC /DET



WORKFORCE INVESTMENT ACT REQUIRED SERVICES	
<b>TIER 2, Intensive Services – Staff Assisted Job Development Services (registration required via WIA Enrollment form EWIE)</b>	<b>How Provided</b>
1. Comprehensive & specialized assessment, such as diagnostic testing & interviewing ( <i>Provide TABE, WRAT, CAPS, COPES, COPS and/or other nationally normed tests or referral to other agencies for advanced assessment [e.g., from MCS or the Center for Human Services]</i> )	CVOC /REF
2. Full development of Individual Employment Plan ( <i>IEP</i> )	CVOC
3. Group counseling	CVOC/REF
4. Individual counseling & career planning	CVOC
5. Case management ( <i>including supportive services to clients</i> )	CVOC
6. Workplace training (WEX – LI ) & cooperative education programs (ROP) (CVOC will develop WEX and LI sites and documentation, and will refer customers to DET for Work Experience or Limited Internships documentation and follow-up)	CVOC /DET
7. Short-term pre-vocational services	CVOC
8. Follow-up services, including counseling for those previously receiving intensive services ( <i>Via completion of WIA Follow up [EWIF] forms</i> )	CVOC/DET
<b>TIER 3, Training Services – By referral to Eligible Training Providers or Other Training Service Providers (registration required via Enrollment [EWIE] and or other training forms as required)</b>	<b>How Provided</b>
1. Occupational skills training ( <i>CVOC will prepare Individual Training Account [ITA] documentation for DET approval of Eligible Training Provider and funding available for customers, if appropriate</i> )	CVOC
2. On the job training ( <i>CVOC may develop OJT sites or refer customers directly to DET.</i> )	CVOC /DET
3. Private sector training programs	CVOC/DET/REF
4. Skill upgrading & retraining	DET
5. Entrepreneurial training ( <i>Referrals will be made to SCEDCO or Valley Sierra Business Services as needed</i> )	CVOC/REF
6. Job readiness training ( <i>CVOC will conduct ESL/VESL Workshops and Job Club activities to assist customers with job readiness training</i> )	CVOC
7. Adult education and literacy activities in combination with training ( <i>CVOC will provide GED preparation services.</i> )	CVOC
8. Customized training – conducted for an employer or employer group with employer commitment to hire a person on successful completion of training	DET

## 4.2 Unique Services

4.2.1 CVOC shall provide vocational education classes to program participants according to the following schedule of available classes. All classes shall be Open Entry/Open Exit, courses per school catalog

4.2.1.1 Business Occupations General

4.2.1.2 Automotive Service & Repair

4.2.1.3 Graphic Printer

4.2.1.4 Welding & Industrial Maintenance

4.2.1.5 Cooking Occupations General

4.2.1.6 Cashier Retail Sales

4.2.1.7 Building Trades (Construction) (start dates vary)

4.2.2 CVOC shall provide parking and transportation to and from the CVOC main office-training site in Merced County.

4.2.3 If CVOC does not provide vocational training as stipulated in §4.2.1, than CVOC may provide referrals to training providers listed on the Eligible Training Providers List, based on the needs outlined in the Individual Employment Plan.

## 5. Standards or Criteria for Performance

### 5.1 Program Recruitment/Intake Criteria:

#### 5.1.1 Recruitment:

Contractor shall provide all recruitment services through its own outreach activities. All advertising text and formats are to be reviewed and approved by County's Public Information Officer as to text and format prior to release and public use.

*boots goggles tools - 455*

*0048 SE*

**5.1.2 Intake Criteria:**

CVOC shall establish program eligibility according to the following table:

<b>Tier</b>	<b>Type</b>	<b>Eligibility</b>	<b>Special Eligibility</b>
<b>1-A Core Services</b>	Self-directed	Aged 18 or older	Limited English Speaking /Non-English Speaking
<b>1-B Core Services</b>	Staff-assisted	<ul style="list-style-type: none"> <li>• Age as above</li> <li>• Adult individual Or dislocated worker</li> <li>• Requires staff assistance to attain employment</li> </ul>	Individual is low income, or qualifies as 100% LLSIL according to the LLSIL table in §5.1.2.1 and is determined to be included one or more of these categories: <ul style="list-style-type: none"> <li>• Individual with substantial language barrier</li> <li>• Individual is a Dislocated Worker as defined in WIA §101(9)</li> </ul>
<b>2 Intensive Services</b>	Staff-assisted	<ul style="list-style-type: none"> <li>• As above</li> <li>• Unemployed</li> <li>• Unable to attain employment through Core services and in need of more intensive services to obtain leading to self-sufficiency employment,</li> <li>Or</li> <li>• Employed, but in need of intensive services to obtain or retain employment that allows for self-sufficiency</li> <li>• A public assistance or low-income person</li> </ul>	
<b>3 Training Services</b>	Staff-assisted and Referrals	<ul style="list-style-type: none"> <li>• As above</li> <li>• Unable to attain employment through Core and Intensive services and in need of training services leading to self-sufficiency employment</li> </ul>	

**5.1.2.1 Low-Income is defined in WIA § 101 (14) and by the following table as an individual who:**

- A) *Receives, or is a member of a family that receives, cash payments under a Federal, State, or local income-based public assistance program;*

- B) Received an income, or is a member of a family that received a total family income, for the 6-month period prior to application for the program involved (exclusive of unemployment compensation, child support payments, payments described in subparagraph (A), and old-age and survivors insurance benefits received under Section 202 of the Social Security Act (42 U.S.C. 402)) that, in relation to family size, does not exceed the higher of:
- (i) the poverty line, for an equivalent period; or
  - (ii) 70 percent of the lower living standard income level, for an equivalent period;\*
- \* Please note:**  
**The Stanislaus County Workforce Investment Board has approved DET to use the 100% LLSIL level in its Adult programs for participants to obtain or retain employment that leads to self-sufficiency. (See 100% LLSIL in Table below)**
- C) Is a member of a household that receives (or has been determined within the 6-month period prior to application for the program involved to be eligible to receive) food stamps pursuant to the Food Stamp Act of 1977 (7 U.S.C. 2011 et seq.);
- D) Qualifies as a homeless individual, as defined in Subsections (a) and (c) of Section 103 of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11302);
- E) Is a foster child on behalf of whom State or local government payments are made; or
- F) In cases permitted by regulations promulgated by the Secretary of Labor, is an individual with a disability whose own income meets the requirements of a program described in subparagraph (A) or of subparagraph (B), but who is a member of a family whose income does not meet such requirements.

Lower Living Standard Income Level (Table 4 – Other Metropolitan Areas)							
Stanislaus County							
Family Size	1	2	3	4	5	6	Each Add'l add
<b>70% LLSIL</b>							
6 Months	\$3,670	\$6,010	\$8,250	\$10,185	\$12,020	\$14,055	\$2,035
<b>100% LLSIL</b>							
6 Months	\$10,480	\$17,170	\$23,570	\$29,090	\$34,330	\$40,150	\$5,820
<b>Poverty Guidelines</b>							
6 Months	\$4,175	\$5,625	\$7,125	\$8,525	\$9,975	\$11,425	\$1,450

**5.1.2.2 Dislocated Worker is defined in WIA §101(9) as an individual who:**

- (A) (i) has been terminated or laid off, or who has received a notice of termination or layoff, from employment;
- (ii)(I) is eligible for or has exhausted entitlement to unemployment compensation; or
- (II) has been employed for a duration sufficient to demonstrate, to the appropriate entity at a one-stop center referred to in Section 134(c), attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that were not covered under a State unemployment compensation law; and
- (iii) is unlikely to return to a previous industry or occupation;
- (B) (i) has been terminated or laid off, or has received a notice of termination or layoff, from employment as a result of any permanent closure of, or any substantial layoff at, a plant, facility, or enterprise;
- (ii) is employed at a facility at which the employer has made a general announcement that such facility will close within 180 days; or
- (iii) for purposes of eligibility to receive services other than training services described in Section 134(d)(4), intensive services described in Section 134(d)(3), or supportive services, is employed at a facility at which the employer has made a general announcement that such facility will close;
- (C) Was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disasters; or
- (D) Is a displaced homemaker.

**5.1.3 Enrollment:**

Contractor shall enroll a minimum of **one hundred (100)** persons in Tier 1-B, Tier 2 and/or Tier 3 Services.

**5.1.3.1** Approximately thirty (30) individuals shall enter On-The-Job training.

**5.1.3.2** Approximately twenty-five (25) individuals will be enrolled in Work Experience (WEX) training.

**5.1.3.3** Approximately seventy (70) individuals will be enrolled in Vocational Skills training as outlined in §4.2.1.

**5.1.3.4** Approximately twenty (20) individuals may be placed in other Occupational Skills Training provided by training providers listed on the ETPL and outlined in §4.2.3

**5.2 Program Performance Outcome Standards:**

Contractor's program shall contribute towards County attainment of the following Federal and State performance standards by meeting or surpassing performance levels as outlined in correspondence from the State of California dated July 27, 2000, establishing standards for the County of Stanislaus:

<b>State of CA Performance Standards* for Adults</b>	<b>Level</b>
Entered Employment Rate	66%
Six Month Retention Rate	72%
Earnings Gain (Pre-program – Post-program)	\$3,332
Employment and Credential Rate	40%
And	
Customer Satisfaction Index	66 out of 100
Employer Satisfaction Index	64 out of 100

\*May be adjusted by State for future reporting purposes.

<b>State of CA Performance Standards* for Dislocated Workers</b>	<b>Level</b>
Dislocated Worker Entered Employment Rate	66%
Dislocated Worker Six Month Retention Rate	77%
Dislocated Worker Earnings Replacement Rate	78%
Dislocated Worker Employment and Credential Rate	40%
And	
Customer Satisfaction Index	66 out of 100
Employer Satisfaction Index	64 out of 100

**5.3 Placement in Unsubsidized Employment:**

Contractor shall place at least **seventy (70)** program customers in unsubsidized employment that will lead to self-sufficiency.

## **5.4 Incentive Awards:**

**5.4.1** Contractor shall award each trainee an incentive of \$50.00 for finding his/her own unsubsidized employment, not as a result of a referral from an employment counselor. This incentive is a one-time award payment.

**5.4.2** Contractor may award up to \$100.00, a maximum of 4 times to each individual as an incentive to clients successfully completing appropriate modules. Participants may receive the Incentive Award only once for each module. Activities for module completion which are eligible for an incentive award are:

**5.4.2.1** Attainment of GED;

**5.4.2.2** Completion of ESL goals as set by the Counselor in the IEP;

**5.4.2.3** Completion of Vocational Competencies as outlined in IEP;

**5.4.2.4** Successful completion of On-The-Job (OJT) Training Contract;

**5.4.2.5** Successful completion of Work Experience Hours as assigned by case manager.

## **6. Additional Administrative Requirements**

### **6.1 Applicant/Customer Records:**

CONTRACTOR shall prepare, maintain, and update files containing eligibility, enrollment/registration, training, exit documents, customer assessment results, Individual Employment Plans, case notes, and notice of referral to all ancillary service providers. CONTRACTOR shall comply with requests to view these documents and files by DET, State of California, or federal monitoring staff entitled by the Workforce Investment Act to do so. Evidence of services provided will be kept in each applicable individual's file, and CONTRACTOR shall make that evidence available to all compliance monitors upon request.

### **6.2 Files and Records:**

All files shall be organized systematically and maintained in such a manner that records are easily located and reviewed. Files containing confidential information shall be kept in a locked filing cabinet.

### **6.3 Program Renewal:**

Programs with demonstrated effectiveness may be renewed for a maximum of two (2) additional program periods with the agreement of both the CONTRACTOR and the Local Workforce Investment Board. Program renewal is contingent upon future federal, state and local funding.

### **6.4 Program Status Records and Reports:**

CONTRACTOR shall provide records and reports as required by DET. CONTRACTOR shall maintain back up data and records supporting the reports submitted to DET. CONTRACTOR will be responsible for submitting accurate information regarding applicable services and compliance monitors will randomly sample service documentation.

### **6.5 Financial Records and Reports:**

CONTRACTOR shall maintain financial records and reports as outlined in *Special Conditions of Cost Reimbursement Contracts* (Exhibit C).

### **6.6 Other Administrative Requirements:**

CONTRACTOR shall provide DET with a copy of all signed subcontract agreements prior to use of any subcontracted services as authorized in the Contract Budget (Attachment B). CONTRACTOR shall submit a Cost Allocation Plan and a Cost Allocation Worksheet to DET and maintain a copy at the program site.

**6.6.1** CONTRACTOR shall submit invoices for payment by the 25<sup>th</sup> day following the monthly period for which the invoice is submitted.

**6.6.2** CONTRACTOR shall provide DET with a copy of all signed subcontract agreements prior to use of any subcontracted services as authorized in the Contract Budget (Attachment B).

**6.6.3** CONTRACTOR shall submit a Cost Allocation Plan or Memorandum of cost distributions and a Cost Allocation Worksheet designating this program's cost distributions to DET and maintain a copy at the CONTRACTOR's central office location.



# **Contract Budget**

**Prepared for  
WIA PY '00-01  
Contract # 765-1**

**between**

**The Department of  
Employment & Training**

**and**

**Central Valley Opportunity Center (CVOC)**

**“Monolingual Worker Re-Employment Project”**

**From:** Carol Stockton  
**To:** Kaye Hockett  
**Date:** 5/3/02 10:26AM  
**Subject:** 765-1 Expense Summary.xls

This would have been the original EXP file for the contract.

Thanks, Carol

Carol Stockton, Accountant III  
DET - Contract & Planning Unit  
558-2106 (Work)  
558-2164 (Fax)



NOTE: Input budget in Column C - hide Column's C & D and any unused G/L rows until needed.

DET - Expense Summary for Cost Reimbursement Contracts

Agency: **CVOC** Contract Period: **05/01/01-09/30/02** Updated: **4/12/02**  
 Program: **"Nuevas Oportunidades"** Contract # **765-1** Service Period: **5/1/01 through 9/30/02** by: **prg**

Final Mod as of **4/4/02** TITLE: **WIA-DW Dislocated Workers** Note: Columns are hidden  
 Original Budget @ **5/1/01** Budget @ **4/4/02** Customers: **Dislocated Workers**

G/L No.	G/L Descriptions	Original Budget @ 5/1/01	Budget @ 4/4/02	Service Period												Expended	% Expended	% Available	
				May-July-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01	Jan-02	Feb-02	Mar-02	Apr-02	May-02					
5001	Salaries	72,178.00	72,178.00	-	-	-	-	-	-	-	-	-	-	-	-	-	72,178.00	100.0%	100.0%
5100	FICA @ 0765	5,522.00	5,522.00	-	-	-	-	-	-	-	-	-	-	-	-	-	5,522.00	100.0%	100.0%
5120	SUI @ .005	361.00	361.00	-	-	-	-	-	-	-	-	-	-	-	-	-	361.00	100.0%	100.0%
5130	Workers Comp @ .014	1,010.00	1,010.00	-	-	-	-	-	-	-	-	-	-	-	-	-	1,010.00	100.0%	100.0%
5140	Health Insurance	12,580.00	12,580.00	-	-	-	-	-	-	-	-	-	-	-	-	-	12,580.00	100.0%	100.0%
5150	Vacation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%	#DIV/0!
5150	Sick	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%	#DIV/0!
5160	Retirement	5,774.00	5,774.00	-	-	-	-	-	-	-	-	-	-	-	-	-	5,774.00	100.0%	100.0%
6040	Parking - Staff	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%	#DIV/0!
6100	Mileage	7,590.00	7,590.00	-	-	-	-	-	-	-	-	-	-	-	-	-	7,590.00	100.0%	100.0%
6520	Indirect Cost	25,571.00	25,571.00	-	-	-	-	-	-	-	-	-	-	-	-	-	25,571.00	100.0%	100.0%
6630	Advertising-Recruitment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%	#DIV/0!
6700	Postage	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%	#DIV/0!
6701	Office Supplies	3,249.00	3,249.00	-	-	-	-	-	-	-	-	-	-	-	-	-	3,249.00	100.0%	100.0%
6710	Student Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%	#DIV/0!
6715	Program Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%	#DIV/0!
9100	Supp Svs-Food Vouchers	4,340.00	4,340.00	-	-	-	-	-	-	-	-	-	-	-	-	-	4,340.00	100.0%	100.0%
9101	Supp Svs-Emergy Shelter	6,000.00	6,000.00	-	-	-	-	-	-	-	-	-	-	-	-	-	6,000.00	100.0%	100.0%
9103	Supp Svs-Rent	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%	#DIV/0!
9104	Supp Svs-Utilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%	#DIV/0!
9105	Supp Svs-Bus Passes	6,000.00	6,000.00	-	-	-	-	-	-	-	-	-	-	-	-	-	6,000.00	100.0%	100.0%
9105	Supp Svs-Mileage	2,500.00	2,500.00	-	-	-	-	-	-	-	-	-	-	-	-	-	2,500.00	100.0%	100.0%
9106	Uniforms & Clothing	18,400.00	18,400.00	-	-	-	-	-	-	-	-	-	-	-	-	-	18,400.00	100.0%	100.0%
9108	Supp Svs-Other	7,500.00	7,500.00	-	-	-	-	-	-	-	-	-	-	-	-	-	7,500.00	100.0%	100.0%
9106	Incentive - Non cash items	10,000.00	10,000.00	-	-	-	-	-	-	-	-	-	-	-	-	-	10,000.00	100.0%	100.0%
9120	Parking Passes / Client	8,925.00	8,925.00	-	-	-	-	-	-	-	-	-	-	-	-	-	8,925.00	100.0%	100.0%
9122	GED Tests	2,500.00	2,500.00	-	-	-	-	-	-	-	-	-	-	-	-	-	2,500.00	100.0%	100.0%
unknown	Equipment Purchase	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%	#DIV/0!
9601	In House Classrooms	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%	#DIV/0!
Less Unreimbursed Expenses: In-Kind Contributions - (Stand In)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%	100.0%
Inursed to Contractor: Verify contract total		200,000.00	200,000.00	-	-	-	-	-	-	-	-	-	-	-	-	-	200,000.00	100.0%	100.0%
Customer Wage @ Vrs.		106,500.00	106,500.00	-	-	-	-	-	-	-	-	-	-	-	-	-	106,500.00	100.0%	100.0%
Customer FICA @ 7.65%		8,147.00	8,147.00	-	-	-	-	-	-	-	-	-	-	-	-	-	8,147.00	100.0%	100.0%
DET Worker's Comp.		3,453.00	3,453.00	-	-	-	-	-	-	-	-	-	-	-	-	-	3,453.00	100.0%	100.0%
Child Care		50,000.00	50,000.00	-	-	-	-	-	-	-	-	-	-	-	-	-	50,000.00	100.0%	100.0%
CVOC Occ. Skills Training		264,600.00	264,600.00	-	-	-	-	-	-	-	-	-	-	-	-	-	264,600.00	100.0%	100.0%
Other Occ. Skills Training		102,500.00	102,500.00	-	-	-	-	-	-	-	-	-	-	-	-	-	102,500.00	100.0%	100.0%
On the job training		72,000.00	72,000.00	-	-	-	-	-	-	-	-	-	-	-	-	-	72,000.00	100.0%	100.0%
Supportive Services x1200.		7,800.00	7,800.00	-	-	-	-	-	-	-	-	-	-	-	-	-	7,800.00	100.0%	100.0%
Total Client Expense paid out:		615,000.00	615,000.00	-	-	-	-	-	-	-	-	-	-	-	-	-	615,000.00	0.0%	0.0%
Total Contract Expense paid out:		815,000.00	815,000.00	-	-	-	-	-	-	-	-	-	-	-	-	-	815,000.00	0.0%	0.0%
Verify contract total		815,000.00	815,000.00	-	-	-	-	-	-	-	-	-	-	-	-	-	815,000.00	100.0%	100.0%
Add Unreimbursed Expenses: In-Kind Contr.		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%	100.0%
Total Contractor books: (NON-Federal Funds)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%	100.0%
Additional In-Kind Contributions: In-kind & Not		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%	100.0%
Adm-Indirect Cost @ 7 rate: reported on		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%	100.0%
Other In-Kind Program Cost Contractor		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%	100.0%
Total Additional In-Kind: Books		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%	100.0%

Difference to original invoice / State Reasons Below Positive = Paid more or Negative = Paid less than Invoiced

Processed	Invoice Period	Process Date	Invoice Amount	Difference to original invoice / State Reasons Below
	May-July-01	-	-	-
	Aug-01	-	-	-
	Sep #1	-	-	-
	Sep #2	-	-	-
	Oct-01	-	-	-
	Nov-01	-	-	-
	Dec-01	-	-	-
	Jan-02	-	-	-
	Feb-02	-	-	-
	Mar-02	-	-	-
	Apr-02	-	-	-
	May-02	-	-	-

Rows Hidden

Plan %:	Actual %:	Fiscal Statistics:	Core-Reg Intensive Training	Estimated: 50%	Estimated: 50%	Other	Total:	Verify Diff:
				(0.01)	(0.01)	(0.01)	(0.01)	(0.07)
				(0.01)	(0.01)	(0.01)	(0.01)	(0.03)
				(0.01)	(0.01)	(0.01)	(0.01)	(0.04)
				(0.01)	(0.01)	(0.01)	(0.01)	(0.07)
				(0.01)	(0.01)	(0.01)	(0.01)	(0.07)

Preparation date: 5/30/02 11:04

## Stanislaus County - Department of Employment & Training - Budget Summary

<b>Agency:</b>	Central Valley Opportunity Center	<b>Contract No.:</b>	765-1	<b>Legal Status:</b>	CBO
<b>Program:</b>	New Opportunities "Nuevas Oportunidades"	<b>Funding Title(s):</b>	15% & Adult & Dislocated Worker	<b>Modification No.:</b>	
<b>Period:</b>	05/01/01-09/30/02	<b>Effective Date:</b>	5/1/01	<b>Mod Effective Date:</b>	

Estimated # of customers to be served:	100	Avg. Contractor Expense per 100 Customers:	\$	4,646
Average Total Cost per customer served:	\$ 10,700	Average Wage/Fringe to 25 Customers:	\$	4,724
		Average DET Expense per 100 Customers:	\$	1,330
Estimated Core Services:	17%	Estimated Core Services:		181,900.00
Estimated Intensive Services:	26%	Estimated Intensive Services:		278,200.00
Estimated Training Services:	57%	Estimated Training Services:		609,900.00

<b>AGENCY PERSONNEL COSTS:</b>	Agency hrs per wk:	40.0	# Mo.'s in Program:	17
	Avg. Hrs Per Mo.:	173.32	Staff Hours in Program:	2946

Agency G/L Number	POSITION/TITLE: List each Job Title or Description separately (Indicate if only part time staff)	Ins. Group (A-E) or %*	Hourly rate paid to each employee	Indicate Full or Part Time	# Hr.'s spent on program (avg. 2080 annual)	DET % = # of Hrs divided by Annual # Hrs.	Staff Wages	Notes: List names of staff assigned to program
5001	CVOC Case Manager		12.25	FT	2946	100%	\$ 36,089	
5001	CVOC Case Manager		12.25	FT	2946	100%	\$ 36,089	

Other CVOC staff hours to be provided in-kind:							
5001	2 GED/ESL Instructors		\$ 44,280				
5001	Outreach Worker		\$ 18,648				
5001	County Director (R. Contreras)		\$ 29,908				
6715	Misc. Training Supplies		\$ 7,853				
Total staffing provided by WIA 167 and CSBG:			\$ 100,689		Total Staff Salaries	\$ 72,178	

See list	Est. Fringe Rate charged:	35.0%	Total Staff Fringe Benefits:		\$ 25,247	See Pg. 3 for Detail
Number of staff utilized for program:		2	*FTE's:	2.00	Avg. %	100% *Provide Cost Allocation Worksheet

\* FTE = Full Time Equivalent - Staff used on more than one program requires a Cost Allocation Plan Worksheet to describe allocation methodology.

<b>OPERATIONAL COSTS</b>			Avg. Cost Allocation Plan %:		%	All direct program costs = 100%.	
Agency G/L Number	Prorated costs based on: Cost per Mo. * # of Mo.'s * DET % (Describe in cost allocation plan)	Monthly Cost or per Unit cost	Per List or Mo.	# of Mo.'s or Units	Direct or % CAP	Operating Expenses	Notes:
6100	Mileage	\$ 0.345	per mile	22,000	100%	\$ 7,590	
6715	Program Supplies	\$ 4,340	See list	1	100%	\$ 4,340	
6701	Office Supplies	\$ 3,249	See list	1	100%	\$ 3,249	
See list	Supportive Services	\$ 61,825	See list	1	100%	\$ 61,825	
<b>Total Contractor Operational Cost:</b>						<b>\$ 77,004</b>	

G/L Number	<b>Summary of Wages, Fringe &amp; Operating Cost:</b>			\$ 174,429	Est. CVOC Total including Training : \$ 464,600
5520	Indirect Overhead Cost-% of Total Agency Cost:		14.66%	\$ 25,571	
Profit / Fee for Services:		0.0%	\$ -		

Note: Non-Profits may not add fees above actual cost.

<b>Total Agency Cost of Operating Program:</b>			<b>\$ 200,000</b>	15% Gov Funds
<b>Summary of County Paid Client Training Costs - Pg. B - 2:</b>			<b>\$ 615,000</b>	WIA Adult/Dislocated Wkr
<b>Total Funding to be Obligated for Contract Operations:</b>			<b>\$ 815,000</b>	
<b>Summary of Additional County Expenses Budgeted for Program- Pg. B - 4:</b>			<b>\$ 255,000</b>	15% Gov Funds
<b>Total Funding to be Reserved for this Program:</b>			<b>\$ 1,070,000</b>	

WIA Funding Breakdown:	%	Admin Maximum:	Admin Budgeted:	Notes:
\$ 385,000 15% Gov. Grant	35.98%	10% \$ 38,500		*Does not include CSBG or WIA 167 Training funds which will cover CVOC ESL and Mngt. Staffing, fringe & some minor training costs.
\$ 200,000 WIA Adult	18.69%	10% \$ 20,000	DET: \$ 79,091	
\$ 485,000 WIA Dislocated Worker	45.33%	10% \$ 48,500		
<b>\$ 1,070,000 Total Funding Available*</b>	100.0%	<b>\$ 107,000</b>	<b>7.4% \$ 79,091</b>	

## Stanislaus County - Department of Employment & Training - Budget Summary

<b>Agency:</b>	Central Valley Opportunity Center	<b>Contract No.:</b>	<b>765-1</b>	<b>Legal Status:</b>	CBO
<b>Program:</b>	New Opportunities "Nuevas Oportunidades"	<b>Funding Title(s):</b>	15% & Adult & Dislocated Worker	<b>Modification No.:</b>	
<b>Period:</b>	05/01/01-09/30/02	<b>Effective Date:</b>	5/1/01	<b>Mod Effective Date:</b>	

Customer Training Costs to be paid directly by County:	to	Avg. Hrs.	Wage Rate	# of Clients			County Expense	Notes:
	Internship (Private Sector)	320	\$ 8.00	15			\$ 38,400	Wage Calc @ 80% of prevailing County
	Work Experience (Public Sec)	320	\$ 8.00	10			\$ 25,600	Wage rates
	Finding own Job Incentive	1	\$ 50.00	50			\$ 2,500	
	Performance Cash Incentives	4	\$ 100.00	100			\$ 40,000	
<b>Avg. Training Hours/Wages:</b>		<b>320</b>	<b>\$ 8.00</b>	<b>25</b>			<b>\$ 106,500</b>	
<b>FICA on Customer Training Wages:</b>			<b>\$ 8.00</b>	<b>Rate:</b>	<b>0.0765</b>		<b>\$ 8,147</b>	
Job Class	Customer Training Workers Compensation:	Avg. Hrs	Wage Rate	#	W/C RATE:	W/C Code	Expense	
602219	Alcohol/Drug Rec Home-all	320	\$ 8.00		0.0565	8804	\$ -	
602216	Attorney office-all employees	320	\$ 8.00		0.0115	8839	\$ -	
602202	Auto Parts Manufacture	320	\$ 8.00		0.0624	3840	\$ -	
602209	Auto-Truck/Trailer Manuf	320	\$ 8.00	5	0.0983	3815	\$ 1,258	
024800	Clerical/Library Asst.	320	\$ 8.00	5	0.0083	8810	\$ 139	
602600	Clothing Manufacture	320	\$ 8.00		0.0337	2501	\$ -	
602214	Confectionery & Food Sundrie	320	\$ 8.00		0.0728	6504	\$ -	
602217	Convalesant home employees	320	\$ 8.00		0.0811	8829	\$ -	
602212	Daycare activities other than s	320	\$ 8.00		0.0363	9059	\$ -	
602208	Dentists	320	\$ 8.00		0.0166	8839	\$ -	
602211	Firefighter aide	320	\$ 8.00		0.0686	7706	\$ -	
602300	Gov't Comm. Serv except Lab	320	\$ 8.00		0.0254	9410	\$ -	
602400	Gov't Labor Jobs-parks, maint	320	\$ 8.00		0.0853	9420	\$ -	
602201	Hospital Aide-all duties	320	\$ 8.00		0.0381	8830	\$ -	
602207	Lumberyards	320	\$ 8.00		0.1069	8232	\$ -	
602220	Motel-all employees	320	\$ 8.00		0.1396	9050	\$ -	
602218	Physicians-all employees	320	\$ 8.00		0.0199	8834	\$ -	
602215	Print Screening-Merchandise	320	\$ 8.00	5	0.0387	4295	\$ 495	
602500	Restaurant	320	\$ 8.00	5	0.0569	9079	\$ 728	
602205	Retail - Auto Access	320	\$ 8.00		0.0620	8046	\$ -	
602204	Retail - Furniture	320	\$ 8.00		0.0627	8015	\$ -	
602206	Retail - Other	320	\$ 8.00		0.0507	8017	\$ -	
602203	Retail-Clothing & Dry goods	320	\$ 8.00		0.0404	8008	\$ -	
602100	School Aide-all activities	320	\$ 8.00		0.0241	8875	\$ -	
602213	Welding supply	320	\$ 8.00	5	0.0651	8110	\$ 833	
602210	YMCA-all activities	320	\$ 8.00		0.0370	9067	\$ -	
<b>Total Worker's compensation to be paid by DET:</b>				<b>25</b>			<b>\$ 3,453</b>	
<b>Workers' Compensation is required for clients while working at either a Work Experience or a Limited Internship site.</b>								
Customer Supportive Service Costs:	Cost		# Clients	# of items needed				
Child Care Services	\$ 5	per hour	25	400	Hours		\$ 50,000	
CVOC Occ. Skills Training	70	clients @	\$ 3,780		Avg. \$ per Training		\$ 264,600	
Other School Occ. Skills Training	20	clients @	\$ 5,125		Est. per Training		\$ 102,500	
On-the Job Training (OJT)	30	clients @	\$ 2,400		per OJT		\$ 72,000	\$10.00*480 hrs*50%
Uniforms, Clothing, Medical, Tools over	\$ 200	per service	39				\$ 7,800	
<b>Summary of Supportive Service and Training Cost to be paid out by DET:</b>							<b>\$ 496,900</b>	
<b>Summary of all costs to be paid out by DET:</b>							<b>\$ 615,000</b>	

## Stanislaus County - Department of Employment & Training - Budget Summary

<b>Agency:</b>	Central Valley Opportunity Center	<b>Contract No.:</b>	<b>765-1</b>	<b>Legal Status:</b>	<b>CBO</b>
<b>Program:</b>	New Opportunities "Nuevas Oportunidades"	<b>Funding Title(s):</b>	15% & Adult & Dislocated Worker	<b>Modification No.:</b>	
<b>Period:</b>	05/01/01-09/30/02	<b>Effective Date:</b>	5/1/01	<b>Mod Effective Date:</b>	

The following detailed lists must be completed prior to negotiation of contracts:

Agency G/L Number	STAFF FRINGE BENEFITS	No. of Staff	% Rate or Monthly Amt.	# of Months	Salary Base	Avg. % from Above	Staff Fringe Cost
5100	OASDHI - All others (FICA) (D)	2	6.20%		72,178		\$ 4,475
5100	Medicare - All others (D)	2	1.450%		72,178		\$ 1,047
5110	or SUI = .5% * annual wage	2	0.50%		72,178		\$ 361
5120	Workers Comp - all others	2	1.40%		72,178		\$ 1,010
5130	Health & Welfare Insurance (E)	2	\$ 370.00	17		100%	\$ 12,580
5160	Retirement -Others (B)	2	8.00%		72,178		\$ 5,774
	FUTA=.008 of \$7,000 ea. yr		0.80%	Non-Profits and Schools are Exempt from FUTA			
	<b>Est. Fringe Rate charged:</b>	<b>35.0%</b>		<b>Total Staff Fringe Benefits:</b>			<b>\$ 25,247</b>

6715 <sup>6710</sup> Program Supplies	\$ Ea.	No.	Unit Desc.	%	Extension \$
<b>Need list of Materials and Supplies</b>				100.0%	-
Tests- Tabc	\$ 80	8	25 per pkg.	100.0%	640
GED Books	\$ 50	25	books	100.0%	1,250
				100.0%	-
				100.0%	-
				100.0%	-
<b>Misc Career Materials</b>	\$ 25	98		100.0%	2,450
					<b>4,340</b>

6701 Office Supplies	\$ Ea.	No.	Unit Desc.	%	Extension \$
<b>Office supplies from CVOC Central Serv</b>				100.0%	-
Average of Misc supplies per month:	\$ 190	17	months	100.0%	3,230
Paper, pens, folders, clips, staples, etc.				100.0%	-
				100.0%	-
				100.0%	-
<b>Misc Adj.</b>	\$ 19.00	1		100.0%	19
					<b>3,249</b>

See list	Supportive Services	\$ Ea.	No.	Unit Desc.	%	Extension \$
9101-9104	Food, shelter, rent, utilities	\$ 200	3	Mo.	100.0%	6,000
9105	Bus Cards / Tickets	\$ 12	500	ea.	100.0%	6,000
9105	Transportation Reimbursements	\$ 2.50	1000	ea.	100.0%	2,500
9106	Uniforms & Clothing	\$ 200.00	92	ea.	100.0%	18,400
9106	Haircuts, personal needs, etc.	\$ 25.00	300	ea.	100.0%	7,500
9106	Incentive - Non-Cash items	\$ 20.00	500	ea.	100.0%	10,000
9120	Parking passes-Downtown d	\$ 35.00	17	Mo.	100.0%	8,925
9122	GED Tests	\$50.00	50	ea.	100.0%	2,500
					100.0%	-
					100.0%	-
						<b>Total: 61,825</b>

# Stanislaus County - Department of Employment & Training - Budget Summary

<b>Agency:</b>	Central Valley Opportunity Center	<b>Contract No.:</b>	765-1	<b>Legal Status:</b>	CBO
<b>Program:</b>	New Opportunities "Nuevas Oportunidades"	<b>Funding Title(s):</b>	15% & Adult & Dislocated Worker	<b>Modification No.:</b>	
<b>Period:</b>	05/01/01-09/30/02	<b>Effective Date:</b>	5/1/01	<b>Mod Effective Date:</b>	

Catalogue Price Fixed Fee CVOC Training	\$ Ea.	No.	Unit Desc.	%	Extension \$
Building trade course-cost to be provided as an in-kind contribution to this program via: MJC HUD grant, CSA, and City CDBG funding	\$ 5,000	10	Estimate:		\$ 50,000
9601 Participant Training					
Automotive Repair	\$ 4,618	10		100.0%	
General Cooking	\$ 2,582	15		100.0%	
Production Welding	\$ 4,482	10		100.0%	
Cashier Retail Sales	\$ 2,439	15		100.0%	
Graphic Printer	\$ 4,416	10		100.0%	
Gen Business Occupations	\$ 4,145	10		100.0%	
No charge for ESL instruction or GED instruction in conjunction with Occ. Skills training provided by CVOC.					
<b>Average ITA Training provided by CVOC:</b>	<b>\$ 3,780</b>	<b>70</b>		<b>100.0%</b>	<b>264,600</b>
<b>Estimated Total at an Avg. of \$3,780 each:</b>					<b>264,600</b>

Examples of Other School Catalogue Training	\$ Ea.	No.	Unit Desc.	%	Extension \$
HVAC Training	\$ 5,000	5		100.0%	
Truck Driver Training	\$ 4,000	5		100.0%	
Computer training	\$ 5,000	5		100.0%	
Beauty School Training	\$ 6,500	5		100.0%	
No additional charge for required ESL instruction and/or GED instruction provided by CVOC in conjunction with Occupations Skills Training to be provided by other ETPL schools.					
<b>Average ITA training cost:</b>	<b>\$ 5,125</b>	<b>20</b>		<b>100.0%</b>	<b>102,500</b>
<b>Estimated Total:</b>					<b>102,500</b>

Estimated DET Expense:	\$ Ea.	No.	Unit Desc.	%	Extension \$
Case Managers (FTE's)	\$ 20	2946	hours	100.0%	117,840
Contract Mngr/ Monitor/Mngt staff	\$ 33	301	hours	100.0%	9,933
Labor Market Information Marketing Cost	\$ 14,000	1		100.0%	14,000
Bi-lingual Outreach materials	\$ 5,758	1		100.0%	5,758
Subcontract w/MJC-Employer Training	\$ 1,400	15	courses	100.0%	21,000
Subcontract w/MJC-Employer Outreach & Adv	\$ 4,000	1		100.0%	4,000
Misc Supplies	\$ 150	12		100.0%	1,800
Staff Mileage	\$ 0.340	4640		100.0%	1,578
<b>Subtotal DET expenses:</b>					<b>175,909</b>
DET Indirect Admin Overhead on Misc. Expenses		10%		100.0%	17,591
DET Indirect Admin Overhead on WEX, OJT, Training		10%		100.0%	61,500
<b>DET Estimated Total:</b>					<b>255,000</b>

<b>MJC subcontract:</b>	<b>\$ 25,000</b>
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\*Lists of individual items and costs must be complete. Failure to list estimated costs may cause non-payment of allowable expenses. A Cost Allocation Plan Worksheet must be submitted with this budget and must agree to the budget % allocated to this contract.

Fixed Assets and non-consumables:  
 All non-consumable equipment valued at \$1,000 or over must be separately identified on invoices and tagged as JTPA inventory. Each separate component of a computer or video system with an aggregate cost of \$1,000 or more REQUIRES pre-approval. Indirect rate justification (statement from Cognizant Agency or financial statement calculation) must be attached to budget. CONTRACTOR will invoice INDIRECT and/or Central Overhead based on CONTRACTOR expenditures per Mo. x rate on Page 1. CONTRACTOR will appropriately prorate costs to serve any non-WIA enrolled clients with WIA reimbursed staff, facilities, etc. CONTRACTOR will invoice for all actual, allowable and allocable costs. Any un-reimbursed costs will be reported as In-Kind Contributions and included in Agency annual independent audit. CONTRACTOR will maintain original source documentation for all staff hours and contracted services charged to this program. COUNTY will reimburse necessary and allowable costs up to the CONTRACTOR's budgeted amount of: \$ 200,000

Should justifiable and allowable expenses be expected to exceed the budgeted line item amounts, CONTRACTOR may submit a written justification/request for additional funds (prior to incurring expense) up to the original full allocation amount. Expenses other than those indicated in this budget may not be incurred prior to approval and written authorization by COUNTY. Allowable but un-reimbursed expenses associated with this contract will be reported as In-Kind Contributions from the Agency. CONTRACTOR agrees to report the sources of funds used for all in-kind contributions. CONTRACTOR agrees to account for and report any and all program income earned and the use of such income on the program.

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**Exhibit C**

**SPECIAL CONDITIONS**

**of**

**COST REIMBURSEMENT CONTRACT**

**for**

**Workforce Investment Act**

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## DEFINITIONS

Agreement	<i>Standard Agreement for Cost Reimbursement Services</i> including all Exhibits and Attachments
Contractor	The provider of needed WIA customer service activities and link to other providers of needed services and activities.
County, DET	The Stanislaus County Department of Employment and Training, the One-Stop Partner agency with responsibility for carrying out programs funded under the <i>Workforce Investment Act, Title I</i> .
Customer, Student, or Trainee	A WIA-eligible person enrolled by Contractor to receive the services described in that person's Individual Employment Plan.
DOL	The Federal Department of Labor
Individual Employment Plan, IEP	This document, prepared in customer consultation with the Case Manager, describes the customer's long- and short-term career goals and the means for their attainment. No services are to be provided unless they are found in that person's IEP and are a consequence of the IEP.
One-Stop Center, One-Stop, OSC, Future Factory	A customer-referral source, the physical location of County One-Stop, WIA, Title I, Chapter 5, Core and Intensive Services; the co-location or referral point for One-Stop Partner customer services.
Regulations, Regs	The <i>Code of Federal Regulation, Final Rule</i> , 20 CFR 652, et al., August 11, 2000
<i>Standard Conditions</i>	Exhibit A, <i>Standard Contract Conditions</i>
State	The State of California
WIA, The Act, or Act	The <i>Workforce Investment Act of 1998</i> , as amended. Public Law 105-220 –August 7, 1998, 112 Stat. 936, 105 <sup>th</sup> Congress

### 1. EMPLOYMENT AND TRAINING CONDITIONS

#### Contractor Agrees That:

- 1.1. Confidentiality: Records concerning program customers shall be generally available to the public except for records of which disclosure would constitute a clearly unwarranted invasion of privacy (*WIA § 185(a)(4)(B)(I)*). Without customer or applicant written permission, such information may be given only as needed for purposes related to program performance or evaluation (*WIA § 185(a)(4)* and *§ 185(c)*).
- 1.2. Discrimination: Contractor services shall be generally available to persons determined to be eligible for such services (*WIA § 188(a)(5)*). No program customer shall be discriminated against in any way because they are Workforce Investment Act program customers (*WIA § 188(a)(4)*).

- 1.3. Drug-free Environment: Contractor shall keep a drug-free service setting (*Regs § 667.200(d)*). Disciplinary consequences of drug abuse shall be stated in Contractor's published drug-free policy. Contractor shall notify County within five working days of the discovery of, or conviction for, customer drug abuse.
- 1.4. No Fee for Services: No person shall be charged a fee for placement or referral in, or to, a workforce investment activity (*WIA § 195(5)*).
- 1.5. Instructional Materials: All instructional goods, supplies, books, and materials needed for each training program will be:
  - Available in such quality and quantity that the highest standards of training and service are met throughout training.
  - Provided at no cost to the customer.
- 1.6. Nepotism: Contractor shall not place any customer in a WIA employment activity in which a member of that customer's immediate family or a person of close special interest is supervised by or supervises that individual (*Regs § 667.200(g)*).
- 1.7. Political Activity: Contractor shall not use a program customer for any political activity to influence lawmaking or for or against any candidate for political office (*WIA § 195(6)*). A Contractor-governmental agency will also comply with the Hatch Act.
- 1.8. Pro- or Anti-labor Union Activities: No funds will be used to assist, promote, or deter union activities or organizing (*WIA § 181(b)(7)*).
- 1.9. Religious Activity: The use or training of participants in sectarian activities is prohibited. A participant can be trained or used in the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship if the organization operating the facility is part of a program or activity providing services to participants (*WIA § 188(a)(3)*).
- 1.10. Safe and Healthy Training Environment: All training will meet all applicable safety requirements (*WIA § 181(b)(4)*).
- 1.11. Agreement Impedance Notification: If something happens that will materially affect the execution of this *Agreement*, the first party aware of it shall notify the other(s) and, if appropriate, the customer(s), in writing within five working days of awareness. This includes, but is not limited to-
  - Change in legislation, regulation, ordinance, or court decision.
  - Change in funding level.

## 2. FINANCIAL PROVISIONS

### 2.1 Billing and Payment:

2.1.1 Invoice Schedule: *Standard Conditions* at ¶ 2.4 notwithstanding, Contractor may invoice for cost reimbursement payment on a negotiated schedule. County is not responsible for, and will not honor, invoices received more than 60 days after termination date for this Agreement. Contractor can request rushed payment in extraordinary circumstances. The request must be in writing and show justification. County may give approval on a case-by-case basis.

2.1.2 Invoice Format: *Standard Conditions* at ¶ 2.4 notwithstanding, Contractor shall submit invoices on County's Invoice Format or on an invoice format pre-approved by County.

2.2 Funding Change: If WIA or other Contractor funding changes interfere with execution of this *Agreement*, the first party aware of the changes and their impact shall immediately notify the other. County and Contractor shall then determine if this *Agreement* shall be maintained, modified, or terminated.

2.3 Repayment Policy: Contractor shall reimburse County for any disallowed costs and/or if County payment(s) exceed Contractor invoice or contract limits. County or Contractor may negotiate repayment from the program customer if the overpayment was in the form of trainee wages.

2.4 Withhold of Payment Policy: County may suspend or terminate this *Agreement* and/or temporarily withhold payment if Contractor is in default of performance or breach of this *Agreement*. In case of *Agreement* suspension, County may resume payment after County determines that conditions that halted payment have been corrected.

2.5 Reimbursement for Budgeted Expenses: Contractor shall be reimbursed for services and benefits according to the provisions of Attachment B, *Contract Budget*.

2.6 Excess Budget Line Item Expenses: Contractor shall alert County and request written approval to expend funds for budget line items in which expenses exceed \$1,000.00 over the original line item amount.

### 3. RECORDS AND DOCUMENTS

3.1 Report and Records Policy: Contractor is to submit all needed information on the County format and required schedule. Contractor shall:

- Collect and provide data to County and the State on all participants, including social security numbers, submitting them in the required format(s).
- Access to records: *Standard Conditions* at ¶ 10.2 notwithstanding, also give Federal and State officers, agents, employees, or independent auditors access to examine and audit all records and material related to customer training (WIA § 184(a)(4)). Such auditors and monitors may make copies, excerpts, or transcripts of these records.
- Forward all requested records or copies of records to County within three (3) working days after County request for them. In the event of a hearing to determine whether Contractor is engaging in, or has engaged in, unlawful practices, including discrimination, County may require that certified copies be made available.

3.2 Original Source Documentation of Attendance: Contractor shall maintain accurate original source documentation of attendance showing days and hours of actual customer service attendance. Documentation will be reviewed during monitoring.

3.3 Unusual Long-term Performance Report Costs: If required additional information on certain long-term performance items results in unusual Contractor costs, the State or County shall give technical assistance and/or additional resources to assist in the collection of that information (WIA § 122(d)(3)(A)).

3.4 Record Retention:

Contractor shall:

- Maintain sufficient records on each separate program customer that all data submissions to the State and County are fully supported (WIA 185(a)(3)).
- Keep County advised of the current location of this *Agreement*'s records.
- Record storage: *Standard Conditions* at ¶ 9 notwithstanding, Contractor shall store records for the shorter of a period of three years following the satisfaction of post-program audit requirements or notification by County.

4. DISPUTE RESOLUTION AND AGREEMENT TERMINATION

- 4.1 Contractor's Trainee/customer Complaint, Grievance, and Appeal Procedure: Contractor's published complaint or grievance resolution policy and procedure shall be followed. If the trainee/customer is not satisfied with the results, appeal may be made using Contractor's appeal procedure. Further appeal may be made to County using County's *Civil Rights Complaint or Grievance Procedure*. Upon request, Contractor shall give County a copy of its grievance or complaint resolution and appeal procedure.
- 4.2 Suspension of Agreement: *Standard Conditions* at ¶ 3 notwithstanding, either County or Contractor may suspend this *Agreement* in whole or in part with ten working day's written notice given to the other party(s). In extreme circumstance in one party's determination, this *Agreement* may be suspended immediately upon notice to the other party.
- 4.3 Safety Suspension: If Contractor services and activities are provided contrary to ¶ 1.10, above, County may suspended this *Agreement* immediately for 15 working days or until the conditions are resolved, whichever comes first. In case of suspension, Contractor may resume services after County determines that conditions that caused the suspension have been corrected. If the conditions are not resolved, the *Agreement* may be terminated immediately.
- 4.4 Payment Resolution: Contractor may request County in writing for *Agreement* modifications that allow equitable payment to provide services remaining for currently enrolled customers if this *Agreement* is terminated or suspended in whole or in part. County makes no guarantee of request approval.
- 4.5 Contractor shall submit final payment claim for services and activities for which payment has not been received within 30 days of the termination date.
- 4.6 County will calculate the amount due to Contractor, taking into account payments already made. Unless otherwise specified in writing, County is liable only for payment for satisfactory services provided prior to the termination date.
- 4.7 Contractor may use County's appeal procedure within one year of the termination or determination notice date to appeal a termination or final payment determination.

5. AUDIT RIGHTS AND REQUIREMENTS

- General Audit Requirements for Contractors:
- The following audit requirements shall be met (*Regs* § 667.200(b)):
- All governmental and non-profit organizations must follow the audit requirements of OMB Circular A-133.
- Commercial organizations which are subrecipients under WIA Title I and which expend more than the minimum level specified in OMB Circular A-133 (\$300,000 as of April 15, 1999) must have either an organization-wide audit conducted in accordance with A-133 or a program specific financial and compliance audit.
- Contractor shall submit a copy of all audit reports, management notes, and memos to County within ten working days of their receipt from the auditing organization.

6. CUSTOMER REFERRAL

- 6.1 Contractor referral of potential WIA candidates to County: Contractor may refer potential program customers to County for WIA services, but County is not required to refer these persons back to Contractor.
- 6.2 Referral disclaimer and "referral hold": County is *not* required to refer either any or a particular number of customers to contractor for training. County also has the right to suspend or terminate the referral of new students to Contractor for *any* reason such as, but not limited to:
- Lack of local jobs in the fields for which training is available.
  - Other labor market reasons.
  - Failure of Contractor to correct monitoring findings.
  - Serious customer complaints