



**AGREEMENT
BETWEEN
COUNTY OF SAN MATEO
AND
CAMINAR/CLC**

**For the Period of
May 1, 2002 through October 31, 2003**

Reference:
Workforce Investment Act 1998

Agency Contact Person:
*Kristin Cornuelle,
Workforce Development
Manager
(650)802-5181*

**AGREEMENT WITH CAMINAR/CLC
FOR COMPREHENSIVE YEAR-ROUND EMPLOYMENT AND TRAINING
RELATED SERVICES FOR PY2002-2003
WIA TITLE I - YOUNG ADULT ACHIEVE PROGRAM**

THIS AGREEMENT, entered into this _____ day of _____, 20____,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CAMINAR/CLC,
hereinafter called "Contractor";

WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department/Agency thereof; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services of Comprehensive Year-Round Employment and Training Related Services for Out-of-School Youth in accordance with: WORKFORCE INVESTMENT ACT OF 1998.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

The following exhibits are attached hereto and incorporated by reference therein.

1. **Exhibits**

- Exhibit A: Program Description - Pg. # 11
- Exhibit A-1: Key Terms and Definitions - Pg. # 23
- Exhibit B: Payment Schedule - Pg. # 28
- Exhibit B-1: Budget Detail - Pg. # 30
- Exhibit C: Compliance with Section 504 - Pg. # 31
- Exhibit D: Program Monitoring - Pg. # 32
- Exhibit E: Program Specific Requirements - General Provisions - Pg. # 34

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2. **Services to be Performed**

In consideration of the payments hereinafter set forth in Exhibit B, attached hereto and incorporated by reference herein, Contractor, under the general direction of the Director of Human Services Agency, or her authorized representative, with respect to the product or result of Contractor's services, shall perform services as described in Exhibit A, attached hereto and incorporated by reference herein.

3. **Payments**

A. **Maximum Amount** In full consideration of Contractor's performance of the services described in Exhibit A, the amount that the County shall be obligated to pay for services rendered under this Agreement shall not exceed \$250,000 for the contract term.

B. **Rate of Payment** The rate and terms of payment shall be as specified in Exhibit B. Any rate increase is subject to the approval of the Director of Human Services or her authorized representative, and shall not be binding on County unless so approved in writing. In no event may the rates established in Exhibit B be increased to the extent that the maximum County obligation shall not exceed the total specified in paragraph 3A above. Each payment shall be conditioned on the performance of the services described in Exhibit A to the full satisfaction of the Director of Human Services or her representative.

C. **Time Limit for Submitting Invoices** Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Exhibit B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one-hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

D. **Availability of Funds** Payment for all services provided pursuant to this contract are contingent upon the availability of County, State, and Federal funds. In the event the State or Federal government does not appropriate the necessary funds as part of either or both of their budgets, the County shall not be liable for any payment whatsoever; including, but not limited to, payments that are based on County funds. The County may terminate the agreement for unavailability of Federal, State or County funds.

4. **Relationship of Parties**

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status as, and the tax consequences, of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from through and/or pursuant to the San Mateo County Civil Services Rules.

**Contractor
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5. **Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomever belonging; or (C) any other loss or cost, including but not limited to, the concurrent active or passive negligence of County, its officers, agents, employees, or servants resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which the County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or will misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

6. **Insurance**

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by the Director of Human Services and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Human Services Agency with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Human Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

(2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractor's operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

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Such insurance shall include:

- (a) Comprehensive General Liability \$ 1,000,000
- (b) Motor Vehicle Liability Insurance \$ 1,000,000
- (c) Professional Liability \$ 1,000,000

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

7. **Non-Discrimination**

Contractor shall comply with the non-discrimination requirements described below:

A. **Section 504 of the Rehabilitation Act of 1973.**

- 1) Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.
- 2) Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Exhibit C, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.

B. **Non-Discrimination – General** No person shall, on the grounds of age (over 40), ancestry, creed, color, disability, marital status, medical conditions, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.

C. **Non-Discrimination – Employment** Contractor shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Contractor's affirmative action policies shall be made available to County upon request.

D. **Equal Benefits** With respect to the provision of employee benefits, Contractor

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shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

8. Violation of the Non-Discrimination Provisions

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to

- i) termination of this Agreement;
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation;
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to

- i) examine Contractor's employment records with respect to compliance with this paragraph;
- ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complaint, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

9. Child Abuse Prevention and Reporting

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency as defined in Penal Code Section 11165.9. This responsibility shall include:

- A. A requirement that all employees, consultants, or agents performing services under this contract who are required by Penal Code Section 11166(a), to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.
- B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under Penal Code 11166(a), gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

- C. Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at County's sole discretion and Contractor's sole expense.

10. **Assignments and Subcontracts**

- A. Without the written consent of the Director of Human Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Human Services or her designee violates this Agreement and shall automatically terminate this Agreement.
- B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Human Services or her designee.
- C. All assignees, subcontractors, or consultants approved by the Director of Human Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.
- D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

11. **Records**

- A. Contractor agrees to provide to County, to any Federal or State department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.
- B. Contractor shall maintain and preserve all records relating to this Agreement in its possession of any third party performing work related to this Agreement for a period of three (3) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

12. **Compliance with Applicable Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County and Municipal laws, ordinances,

regulations, including but not limited to appropriate licensure, certification regulations confidentiality requirements and applicable quality assurance regulations.

13. **Monitoring**

All services performed and payments made pursuant to this agreement shall be monitored according to the protocols set forth in Exhibit D, attached hereto and incorporated by reference herein.

14. **Program Specific Requirement**

The program specific requirements contained in Exhibit E, attached hereto and incorporated by reference herein.

15. **Alteration of Agreement**

This Agreement is entire and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

16. **Interpretation and Enforcement**

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

- 1) In the case of County, to:
Kristin Cornuelle, Manager, Workforce Development
County of San Mateo
Human Services Agency
Employment and Training Administration
400 Harbor Blvd., Bldg. B
Belmont, CA 94002
(650) 802-5181
- 2) In the case of Contractor, to:
Dennis J. Romano, Executive Director
CAMINAR/CLC
1720 South Amphlett Blvd., Suite 123
San Mateo, CA 94402
(650) 578-8691

B. Controlling Law

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

17. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement for Comprehensive Year-Round Employment and Training and Related Services for Out-of-School Youth, the term of this Agreement shall be from May 1, 2002 through October 31, 2003.

This Agreement may be terminated by Contractor, Director of County Human Services or her designee at any time upon thirty (30) days written notice to the other party.

Should Contractor fail to perform the covenants contained herein at the time and in the manner herein provided, County may at that time or any time thereafter terminate this agreement upon written notice. In the event of such termination, County may immediately proceed with the work to be performed under this agreement in any manner deemed proper by County. County may at its sole discretion, deduct from the total amount paid to Contractor under this Agreement all or part of the cost associated with completion of such work.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
Jerry Hill, President, Board of Supervisors

Date: _____

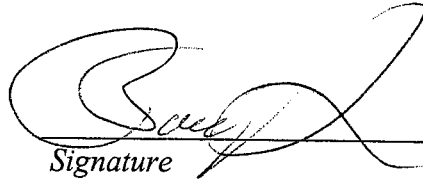
ATTEST:

Clerk of Said Board

CAMINAR/CLC

Date: _____

Barry Shea, CEO



Signature

Date: 4/1/2002

Tax ID # 94-1639389

PROGRAM DESCRIPTION

CAMINAR/CLC YOUNG ADULT ACHIEVE PROGRAM May 1, 2002 through October 31, 2003

Under this agreement, Contractor shall operate the Workforce Investment Act (WIA) Title I Youth Activities – Out-of-School Youth Program.

In operating this program, Contractor shall adhere to the requirements listed below under the general heading of Program Goals and Performance Standards, Program Operations, and Administrative Requirements.

I. PROGRAM GOAL AND PERFORMANCE REQUIREMENTS:

The goal of this program is to enroll at-risk, out-of-school youth diagnosed with a psychiatric, physical, and/or developmental disability, providing a comprehensive assessment and training program that enables youth to reach their individual education and employment goals. The goal is to enhance their ability to achieve economic self-sufficiency and personal success.

A. ENROLLMENTS AND OUTCOMES

1. Contractor shall enroll a minimum of fifty (50) Out-of-School WIA eligible youth participants in the Young Adults Achieve Program (YAAP) during program year (PY) 2002/2003. All participants must meet the definition of "Out-of-School" youth as described in (Exhibit A-1).
2. All 50 youth will work in collaboration with YAA staff and their community resources team to develop a comprehensive individual career plan that will define their employment and educational objectives. Each Plan will develop progressive steps leading to accomplishing their established goals.
3. All 50 youth will be linked with appropriate community resources provided by organizations and individuals to create a support network. The network will offer a wide range of employment, education and social opportunities with cultural awareness. All 50 youth will be assessed and assisted in applying for entitlement programs for which they may be eligible.
4. A minimum of 26 youth will enroll in the Supported Employment Program. Eighteen (18) will enter and maintain employment for at least six months.
5. A minimum of 24 youth will enroll in an educational program through the San Mateo Community College District and complete at least one semester.
6. A minimum of 18 youth will receive credentials which includes, but are not limited to, a GED or other recognized equivalents, post-secondary degrees/certificates, recognized skill standards, and licensure or industry-recognized certificates.

Educational Track

The educational track of Caminar/CLC seeks to assist and enable participants to engage in post-secondary education through the Transition to College Program. This program is a collaborative project between the San Mateo County Community Colleges and local community-based mental health organizations, including Caminar/CLC.

Referrals and collaborative educational planning will be initiated, where appropriate, with local community college programs and services. The San Mateo Community College District has maintained a number of programs to serve students with disabilities. It will be a priority to initiate linkages with these programs in order to provide comprehensive educational planning for WIA participants. Community college services include provision of Disabled Students Programs and Services (DSPS) which provide a range of accommodations to students with all types of disabilities. Local community colleges, in collaboration with the Community Rehabilitation Coalition have created special Transition to College Programs at each of the three colleges in the District--Skyline, Canada and College of San Mateo--to provide education case management services, accommodations and transitional classes to disabled students who wish to pursue their education through utilization services available at the community college level. In addition, participants may partake in specialized courses geared to disability management and leadership opportunities. DSPS, occupational counseling, and academic counseling services at the community college provide a range of assessment models designed to assist students to accurately determine appropriate educational goals and objectives. This information is important in formulation of effective student educational plans.

Vocational Track

At the heart of rehabilitation is the search for meaningful and a satisfying work. The Young Adult Achieve's Jobs Plus Program, offers employment and supported employment services that work to link the labor needs of businesses with the employment needs and capabilities of qualified young adults seeking competitive employment in the community. It employs an innovative assessment tool called External Situational Assessment (ESA) which identifies an individual's level of vocational functioning, utilizing a variety of work environments in the community. It has proven to be a useful evaluation tool to identify skills, abilities, preferences, and employment barriers. Based on assessment findings, Jobs Plus Employment Specialists offer program participants recommendations to assist them in the removal of employment barriers as part of their Individual Service Plan. The training will include leadership development opportunities, positive social behavior, decision-making, teamwork and other SCAN skills.

Jobs Plus Employment Specialists encourage participants to seek needed training, assistance and support that will enhance their ability to be successful in competitive employment in the community. Once a participant gains employment, Jobs Plus Coaches work closely with participants and their employers by offering on-going on-and-off-the-job training and support. Job Coaching is offered for as long as the participant needs this extra support.

B. BASIC ELIGIBILITY REQUIREMENTS

In order to be determined a participant, youth must meet the following basic eligibility requirements before they can enroll in the program:

Residents of San Mateo County who are:

1. Not less than age 14 and not more than age 21;
2. Low income individual (as defined by WIA Title I Workforce Investment Systems) and;
3. Youth with one or more of the following characteristics:
 - a) Deficient in basic literacy skills;
 - b) School dropout;
 - c) Homeless, runaway, or foster child;
 - d) Pregnant or parenting;
 - e) Offender; or
 - f) Require additional assistance to complete an educational program, or to secure and hold employment. This category includes youth with disabilities; youth with limited English language proficiency; youth deficient in occupational skills; youth identified as "at risk" by the local education agency; youth with a family history of seasonal or chronic unemployment; a youth or a member of a family, that has been determined eligible to receive Federal, State, or local public assistance within the last six months.

C. THE 5% EXCEPTION TO THE ECONOMIC DISADVANTAGE RULE

Under WIA, up to 5% of youth participants served by youth programs in a Local Area may be individuals who do not meet the income criterion for eligible youth, provided that they are within one or more of the following categories:

1. School dropout;
2. Basic skills deficient;
3. One or more grade levels below the level appropriate to the individuals age;
4. Pregnant or parenting;
5. Possess one or more disabilities, including learning disabilities;
6. Homeless or runaway;
7. Offender; or
8. Face serious barriers to employment as identified by the local Board.

D. PERFORMANCE EVALUATION

Contractor's performance will be formally evaluated on a quarterly basis. Performance will be based on the "exit" data that is entered in the Job Training Automation (JTA) system. Additional performance evaluations may be conducted through an on-site monitoring visit. Performance ten percent (10%) below plan may require a written corrective action plan submitted to The Workforce Development Unit.

The following table outlines the negotiated performance standards for San Mateo County Local Workforce Investment Area.

YOUNGER YOUTH PERFORMANCE STANDARDS (14-18 years of age)

ENROLLMENTS		PY 01/02	PY 02/03
New Enrollments (14-18)		3	7
Total WIA Participants (14-18)		3	7
PERFORMANCE STANDARDS			
Skill Attainment Rate			
<i>Measures the number of goals attained. Each youth assessed to be in need of basic skills, work readiness skills, and/or occupational skills must set a minimum of one (1) goal per year and may set a maximum of three (3) goals per year. All youth deficient in basic skills must set a basic skill attainment goal. The skill attainment goal(s) must be achieved within one year, with success being recorded in the quarter of goal achievement and failure recorded in the quarter one year from the time the goal was set if not attained by such time. Of the total number of goals set for all participants, 85% will be achieved within one (1) year.</i>		45%	50%
Diploma/Equivalent Attainment Rate			
<i>Measures the number of youth that get a diploma/equivalent through program interventions. Of those that enrolled in the program without a diploma/equivalent, 45% will have attained a diploma/equivalent prior to exiting the program.</i>		61.45%	66.45%
Retention Rate at Six Months			
<i>Measures youth engaged in specified activities six months after exit (through program interventions and follow-up). Of all youth who exit program services, 55% will be found in one of the following in the third (3rd) quarter after exit: post-secondary education; advanced training; employment; military service; qualified apprenticeship</i>		40%	45%
Participant Customer Satisfaction Rate (weighted index)		66	71
Employer Customer Satisfaction Rate (weighted index)		64	69
Positive Termination Rate at Exit			
<i>Due to the complexity of the performance measures (i.e., potential for multiple positive outcomes for a participant) local policy establishes the following general performance measure: 85% of all younger youth enrolled in program services will exit with at least one positive outcome.</i>		85%	90%

OLDER YOUTH PERFORMANCE STANDARDS (19-21 years of age)

ENROLLMENTS		PY 01/02	PY 02/03
New Enrollments (19-21)		10	30
Total WIA Participants (19-21)		10	30
PERFORMANCE STANDARDS			
Entered Employment Rate			
<i>Measures youth that get a job through program interventions. Of those who are not employed at registration and do not move on to post-secondary education or advanced training, 65% will have entered employment prior to exiting the program. Youth that exit without a job but are enrolled in post-secondary education or advanced training are excluded from this measure – youth that exit with a job and are enrolled in post-secondary education or advanced training are counted in this measure.</i>		35.66%	40.66%
Employment Retention Rate at Six Months			
<i>Measures youth that exit the program with a job and are still employed 6 months later (through program interventions and follow-up). Of those that are employed at exit (including those employed at registration) that do not move on to post secondary education or advanced training, 82% will still be employed in the 3rd quarter after exit. Youth employed at exit but not employed in the 3rd quarter that are in post-secondary or advanced training are excluded from this measure.</i>		73.88%	78.88%
Average Earnings Change in Six Months			
<i>Measures increased earnings through program interventions. Those employed at exit (including those employed at registration) that do not move on to post-secondary education or advanced training, will (on average being earning \$3,300 more six months after exit than they earned in the six months prior to registration (through program interventions and follow-up). Youth employed at exit but not employed in the 3rd quarter that are in post-secondary education or advanced training are excluded from this measure. Youth not employed in the first quarter after exit are also excluded from this measure. UI wage records are the only data used to measure this standard.</i>		\$1057	\$1110
Credential Rate at six Months			
<i>Measures those that received a credential (definition in Exhibit A-1, Key Terms) either during the program or within six months of exit. Of those that are employed, in post-secondary education, or advanced training at exit, 52% will receive a credential by the end of the 3rd quarter.</i>		50%	55%
Participant Customer Satisfaction Rate (weighted index)		66	71
Employer Customer Satisfaction Rate (weighted index)		64	69
Positive Termination Rate at Exit			
<i>Due to the complexity of the performance measures (i.e., potential for multiple positive outcomes for a participant) local policy establishes the following general performance measure: 85% of all older youth enrolled in program services will exit with at least one positive outcome.</i>		85%	90%

II. PROGRAM OPERATIONS

A. INTERAGENCY COMMUNICATIONS AND REFERRALS

Contractor shall ensure that:

1. All written communications such as brochures and recruitment materials will be forwarded to the Human Services Agency, Local Workforce Investment Board for information and approval.
2. Contractor acknowledges the County of San Mateo and the Workforce Investment Board (WIB) as a sponsoring agency on all recruitment brochures, flyers, posters, etc. In addition, Contractor shall post a sign acknowledging County and WIB sponsorship of the program in their main reception area.

III. REQUIRED PROGRAM ELEMENTS

Referrals to training programs shall be based on the assessment of the youth's need for training to secure employment, and his/her ability to benefit from such services. Services provided to participants shall be consistent with WIA Ten Program Elements as outlined in the table below under the heading "Elements". Contractor shall maintain the responsibility of case-management and outcome (as listed under the heading description) for participants referred to these training options.

	Elements	Program /Name	Description
1	Tutoring, study skills training and instruction leading to secondary school completion, including dropout prevention strategies	-Transition to College Program	The Transition to College Program provides academic counseling to individuals who wish to pursue post-secondary education. The program offers assistance in such activities as educational assessment, referral for English as a Second Language classes, development of an Individual Services Plan based on abilities, preferences and learning style, basic skills instruction, registration, financial aid and academic advising. In addition, participants may partake in specialized courses geared to disability management and leadership opportunities. Participants will further be provided opportunities to gain the skills, confidence and resources to help them achieve their employment and educational goals including the completion of school and/or employment in the community.
2	Alternative secondary school offerings	-Transition to College Program, San Mateo Community College District, Cooperative Education, Skyline College, Canada College, College of San Mateo, Community Rehabilitation Coalition	Referrals and collaborative educational planning will be initiated, where appropriate, with local community college programs and services. The San Mateo Community College District has maintained a number of programs to serve students with disabilities which WIA participants may take advantage of. Community college services include provision of Disabled Students Programs and Services (DSPS) which provide a range of accommodations to students with all types of disabilities. In addition, students may enroll in work experience credit bearing programs such as Cooperative Education at the community college, which allows students to earn college credit for either paid or volunteer work on-campus or in the

			<p>local community. Transition to College Programs at each of the three colleges in the San Mateo Community College District will provide educational case management services, accommodations and transitional classes to disabled students who wish to pursue their education through utilizing services available at the community college level. DSPS, occupational counseling, and academic counseling services at the community college will assist students to accurately determine appropriate educational goals and objectives. This information is important in formulation of effective= student educational plans.</p>
3	<p>Summer employment opportunities directly linked to academic and occupational learning</p>	JobsPlus	<p>Job Plus Employment Specialists encourage participants to seek needed training, assistance and support that will enhance their ability to be successful in competitive employment in the community. Once a participant gains employment, Jobs Plus Job Coaches work closely with participants and their employers by offering on-going on-and-off-the-job training and support that may include summer experiences and work-based learning opportunities.</p>
4	<p>Paid and unpaid work experience including internships and job shadowing</p>	JobsPlus	<p>See above</p>
5	<p>Occupational skills training</p>	Jobs Plus	<p>The Job Plus Program offers employment and supported employment services that work to link the labor needs of businesses with the employment needs and capabilities of qualified disabled adults and young adults seeking competitive employment in the community. The program provides participants with the necessary assessment, instruction, employment preparation and on-and-off-the-job support in order for them to reach their employment goals.</p>
6	<p>Leadership development opportunities which may include such activities as positive social behavior, soft skills, decision making, including predetermining priorities</p>	<p>The Jobs Plus Program employs a new and innovative assessment tool called External Situational Assessment (ESA)</p>	<p>This program component identifies an individual's level of vocational functioning utilizing a variety of work environments in the community. It has proven to be a useful evaluation tool to identify skills, abilities, preferences, and employment barriers. The training will include leadership development opportunities, positive social behavior, decision-making, teamwork and other skills.</p>
7	<p>Supportive services, such as child care including assistance with housing costs, child care, referrals to medical services</p>	<p>Transitional Youth Coordinator (TYC), (Young Adults Achieve) YAA!, San Mateo County Mental Health Services, San Mateo Adult School, Child Care Coordinating Counsel</p>	<p>The Transitional Youth Coordinator will work with our referral sources to identify at-risk youth in need of our services. Referral services will be further developed with existing organizations or new links will be established including: One Stop Centers, Drug and Alcohol Administration, Transitional Partnership Program, Homeless Shelters, Youth Transitional Assessment Committee (YTAC), Therapeutic Day School, Probation Officers, Juvenile Justice, School Districts Workability programs, other WIA certified recipients of this grant and any other possible source of referrals for our type of</p>

			<p>WIA participants. The TYC will also refer out those clients in need of services that are not provided by this project but are part of agreements in place with appropriate external agencies.</p> <p>Typical YAA! Referrals include:</p> <ol style="list-style-type: none"> San Mateo County Health Services for physical examinations, dental referrals, and reproductive health services. San Mateo County Mental Health Services for mental health counseling, housing and financial assistance; psychiatric assessment and treatment. San Mateo Adult School for ESL program to improve English skills. Child Care Coordinating Council or Head Start programs for child care. Legal Aid Society of San Mateo County for free or reduced legal assistance. Good Will/Salvation Army or Ross for interview clothing. Shelter Plus Care for housing assistance.
8	Adult mentoring for a duration of at least 12 months that may occur during or after program participation	Job Plus	Participants placed in internships or employment will receive support and guidance for as long as the participant requires.
9	Follow-up Services	-Jobs Plus Program External Situational Assessment (ESA)	At the conclusion of the training period, which includes ESA, employment counseling, and a variety of training courses, it is anticipated that all WIA participants will complete school and/or gain competitive employment, which will increase their ability to live independently in the community with dignity. In addition, Job Coaching is offered for as long as the participant needs this extra support, and will continue for at least six months post training completion.
10	Comprehensive guidance and counseling, including drug and alcohol abuse counseling as well as referrals to counseling appropriate to the needs of the individual youth	Transitional Youth Coordinator, YAA! Program	Eligible participants will be assessed at various levels by a linked agency or by Caminar/CLC, as appropriate, in one or more of the following areas: activities of daily living; cognitive functioning; personal, vocational and social adjustment; career and education levels; learning style; drug and alcohol; and other assessment instruments that may apply. Participants will then meet with the assigned Educational/Vocational Case Manager who together with a group of specialists (Occupational Therapist, Shadow and/or Therapeutic Behavioral Specialist) will develop an Individual Plan. Each participant will have an Individual Plan that will reflect the history, progress and goals to be achieved while being served by the WIA project. Such a plan will be developed with full participation of linking organizations and within our principles of strengthening family and community support, social networks and cultural competency of each participant. Individual project participation will be closely monitored to ensure success and continued participation.

B. RECRUITMENT

1. Contractor shall perform youth recruitment activities. Recruitment will be conducted within the geographic boundaries of San Mateo County. Emphasis should be placed on recruiting those most in need and those who can most benefit from the program.
2. Contractor shall maintain documentation in agency files for all recruitment activities for review by County staff or other authorized WIA program administrators.

C. ELIGIBILITY DETERMINATION/REGISTRATION

1. In order for youth to participate in youth program activities Contractor shall register each participant. The intake process includes the screening and determination of a youth's eligibility for services and is comprised of two phases: eligibility documentation gathering and certification/registration. During phase one it will be Contractor's responsibility to insure that all documents required to substantiate WIA Title I-B eligibility requirements are gathered. Phase two should review, verify, and certify Title I-B eligibility requirements. Phase two will be conducted by someone in contractor's organization other than those who originally compiled the documentation. Enrollment/registration into program activities cannot occur until the youth has met eligibility criteria and been officially certified as WIA Title I-B eligible. It is at this point that the participant is registered and counted for performance measurement purposes.
2. For those youth determined to be ineligible or inappropriate for the program in the initial screening Contractor shall make referrals to other community resources programs or outside agencies. Contractor shall maintain a file of those determined ineligible for WIA program services and document the reason(s) for this determination. Additionally, Contractor should also verify referrals of non-eligible participants to appropriate youth providers.
3. Contractor shall complete the Registration Form and other participant tracking forms for all eligible applicants and enter said information into the JTA automated Management Information System (MIS).
4. All MIS information shall be entered by contractor in keeping with the schedule established by County of San Mateo, Human Services Agency. Data must be entered within 10 days of the occurrence. This includes all enrollments, exits and placements.

Any exceptions must be approved by the Workforce Development Unit.

D. ORIENTATION

Contractor shall provide orientation to its training program for all participants. Such orientation may be conducted on an individual basis, and shall include, but not necessarily limited to:

1. Overview of program activities and goals, enrollment process, purpose of any test to be administered, and;
2. Name of a contact person within the Contractor's agency for the resolution of any specific problem(s) the participant may encounter, and;
3. Hours and days of operation, including any scheduled holidays.

E. COMPREHENSIVE ASSESSMENT

Contractor shall provide a comprehensive assessment for every youth to assist in determining academic levels, skill levels, interests, financial resources and needs, and the most appropriate activities/services to meet the participant's needs.

Participants shall be pre-tested in the areas of basic skills, and vocational interests and aptitudes. Initial assessment shall use objective criteria to yield an impartial determination of the participant's skill levels, aptitudes, and supportive service needs. This evaluation is primarily customer self-directed but may include minimal staff assistance and the use of a variety of tools available through the contractor.

Contractor will utilize the comprehensive assessment to develop the individual's service strategy (ISS) and employment goals. Based upon the assessment results, youth shall be referred to appropriate training and educational programs that have the capacity to serve them. While this comprehensive assessment takes place initially, it is expected that ongoing, general assessment of a participant's needs and progress will continue for the duration of participation in WIA Title I services.

F. INDIVIDUAL SERVICE STRATEGY

Contractor shall developed an Individual Service Strategy (ISS) based on the comprehensive assessment which shall at minimum:

- a. identify the employment goals and plot the course of action that should be taken by the participant to achieve the goals and objectives of the plan.
- b. include appropriate training objectives and/or supportive service needs.

An ongoing review of the progress of each participant in meeting the objectives of the ISS Plan must be kept, and the plan shall be updated as necessary.

G. SKILLS TRAINING

Contractor shall provide participants with access to post-secondary education, supported employment services, and life skills.

1. Post-Secondary Education

Contractor shall develop an Individual Services Plan for participants based on abilities, preferences and learning style, basic skills instruction, registration, financial aid and academic advising. They will receive assistance with such activities as educational assessment and referrals for English as a Second Language classes. The Transition to College program will provide educational case management services, accommodations and transitional classes to disabled students who wish to pursue their education at one of three colleges in the San Mateo Community College District.

2. Employment Services

Contractor will offer employment and supported employment services that work to link the labor needs of businesses with the employment needs and capabilities of qualified disabled adults and young adults seeking competitive employment in the community. Participants and their employers will be offered on-going on-and-off-the-job training and support that may include summer experiences and work-based learning opportunities. Job Coaching will be offered for as long as the participant needs this extra support.

3. Life Skills

Contractor will encourage participants to seek needed training, support and enhance their ability to be successful in competitive employment and assist them in the removal of employment barriers. Training will include leadership development opportunities, positive social behavior, decision-making, teamwork and other soft skills.

H. COUNSELING

Contractor shall offer directly, or through referrals/linkages, to other agencies the following services not limited to: self-esteem workshops, gang intervention counseling, tobacco education, health and mental health counseling. Additional counseling will be provided on a as-needed-basis for youth who need assistance with personal and family problems, housing, legal issues, and other barriers to completing the program. Contractor shall maintain documentation of these counseling sessions in the participant file.

I. SUPPORTIVE SERVICES

Supportive services shall be provided by the Contractor as described in Exhibit B. Supportive services may include reimbursement for transportation, child care, and other personal needs identified in the participant's ISS Plan which are necessary to support the client while they are receiving assessment and/or training services.

J. JOB DEVELOPMENT AND PLACEMENT

Contractor shall offer services that connect youth with the job market and employers by providing internship sites and summer job development services for every participant whose objective assessment and ISS Plan determines a need for such services.

1. These services include but are not limited to:
 - a. identification of appropriate employers
 - b. marketing participants to employers
 - c. solicitation of feedback from employer and participant on the employment process
 - d. counseling participant on results
 - e. participating and attending local job fairs

K. FOLLOW-UP

Contractor will provide follow-up services, on a monthly basis for a minimum of 12 months, to all participants who "exit" the program. For placed participants, the follow-up will confirm the employer's name, address, and contact person, as well as information about the participant's job title, wage or salary, and feedback from supervisors. Contractor will provide ongoing case management to participants who leave their jobs for any reason or who have educational or other needs while actively enrolled in the program.

IV. PROGRAM ADMINISTRATION REQUIREMENTS

GENERAL ADMINISTRATION

Contractor agrees to provide the following services and/or meet the stated requirements:

1. Contractor shall submit a listing of staff, including complete and up-to-date resumes and job descriptions. Any changes in staff or function should be reported to the County during the program year.
2. It is the Contractor's responsibility to see that its staff members are knowledgeable about relevant policies and procedures and carry them out accurately. New staff shall be taught WIA and County procedures and regulations within 10 days of the date they start work. Contractor shall inform all staff members of the overall goal and the specific performance requirements detailed in this contract.
3. Contractor shall be available to the public Monday and Friday 8:00 a.m. through 5:00 p.m.
4. Contractor shall ensure that its staff participates in in-service training provided and/or arranged by County staff.
5. Contractor shall prepare a report of agency performance on a quarterly basis. At minimum, the report shall contain a record of agency performance against planned goals for participant outcomes and expenditures, and a narrative describing any variance from plan.

KEY TERMS WITH DEFINITIONS USED IN CONTRACT

- (1) ADVANCED TRAINING: An occupational skills employment/training program, not funded under Title I of the WIA Title I-B, which does not duplicate training received under Title I-B. Includes only training outside of the One-Stop system.
- (2) ADULT: The term "adult" means an individual who is age 18 or older. Youth are defined as 14 through 21 years of age. Thus, individuals ages 18-21 may be eligible for both youth and adult programs concurrently. Individuals ages 18-21 must meet the eligibility criteria applicable to the services received.
- (3) AFFILIATE SITE: A secondary service site in the One-Stop system. Affiliate sites are those located outside of the physical One-Stop centers, where customers are provided information on the availability of core services in the local area, and may receive some of the services offered through the One-Stop system. Affiliate sites must be certified by the WIB.
- (4) BARRIERS TO EMPLOYMENT: Characteristics that hinder an individual's ability to participate in training and succeed in the labor market.
- (5) BASIC SKILLS TRAINING: Training provided to enhance locally defined inadequacies in levels of basic literacy skills which would improve an individual's ability to function in the labor market and in society.
- (6) BASIC SKILLS GOAL: A measurable increase in basic education skills including reading comprehension, math computation, writing, speaking listening, problem-solving, reasoning, and the capacity to use those skills.
- (7) CASE MANAGEMENT: The provision of a client-oriented approach in the delivery of services that includes the active participation of the client and is designed to:
 - Prepare, coordinate, and monitor comprehensive employment plans and services that may be provided from a variety of agencies and staff, to ensure client access to the necessary training and supportive services;
 - Provide job and career counseling; and
 - Advocate for the client while frequently reassessing the client's progress and needs.
- (8) CITIZENSHIP TRAINING: Includes life skills training such as parenting, work behavior training, budgeting of resources, and an ethic of civic responsibility. Citizenship training is one aspect of the required youth program element broadly termed Leadership Development.
- (9) COLLABORATION: A mutually beneficial alliance of groups or organizations that come together to achieve common goals. Collaboration is strengthened by a formal written agreement, which delineates the responsibilities of each entity.
- (10) CREDENTIAL: A nationally recognized degree or certificate or State/locally recognized credential. Credentials include, but are not limited to, a high school diploma, GED or other recognized equivalents, post-secondary degrees/certificates, recognized skill standards, and licensure or industry-recognized certificates.
- (11) COST REIMBURSEMENT: Payments made to a Service Provider for allowable costs incurred in performance of work/training to the extent prescribed in this contract.
- (12) ELIGIBLE / ELIGIBILITY: Refers to an individual's status in relation to his/her qualification to participate in a WIA funded program. Examples of eligibility criteria for various programs may include residency, age, economic status, serious barriers to employment, plant closure, layoff, etc.
- (13) ENROLLMENT: An eligible participant who has been referred for WIA Title I-B services and for whom enrollment documents have been completed and entered into the Management Information System (MIS).

- (14) ENTERED EMPLOYMENT RATE: Refers to participants who exit from the program and enter (through the efforts of the One-Stop system, or through their own efforts) into regular employment. This is one of the performance measures for adult, dislocated worker, and youth programs. State Unemployment Wage records will be the primary data source for tracking this outcome, therefore, employment is currently defined as an individual showing any amount of earnings in the quarter following exit.
- (15) EXITER: A participant who has a termination date within the quarter and has not received any WIA services for 90 days, except follow-up, and for whom there are no future services planned, has exited the program for the purposes of WIA performance measurement.
- (16) EXIT DATE: The last date on which WIA Title I-B funded or partner services were received by an individual, excluding follow-up services.
- (17) FOLLOW-UP SERVICES: All youth participants must receive some form of follow-up services for a minimum of 12 months after exiting the program. The types of services provided must be based on the needs of the individual. Some examples include leadership development; supportive services; regular contact with the youth's employer; job development, career counseling; adult mentoring; and tracking the progress of youth in employment after training.
- (18) HIGH SCHOOL DIPLOMA EQUIVALENT: A GED or high school diploma recognized by the State.
- (19) IN-KIND CONTRIBUTION: Contributions provided, by a service provider and/or collaborating entities, from non-WIA sources to support a WIA Title I-B training program.
- (20) IN-SCHOOL YOUTH: Refers to a youth who is 14-21 years old and is attending school in order to obtain a high school diploma, GED, or equivalent. Youth attending alternative schools are also considered in-school youth.
- (21) INTAKE: The process of determining an individual's eligibility for WIA Title I-B services and completing the registration requirements.
- (22) INTERNSHIP: A type of work experience conducted at the site of a private sector employer that focus on job retention and occupational skills and help youth acquire the personal attributes, knowledge, and skills to obtain a job and advance in employment. Local policy requires that internship assignments shall be for a reasonable length of time, based on training needs, and must result in the participant being hired by the employer with whom training occurred. Internships shall be accompanied by work readiness training that supports positive work ethic, and the requirements for successful job retention.
- (23) INTERMEDIARY: Any entity or organization which brokers and supports relationships between schools and employers for the purpose of providing students with real work experience. Intermediary organizations may recruit employers for schools, match students with work-based learning opportunities, provide technical assistance to teachers, employers, parents or other stakeholders, and help students connect what they are learning on the job with the classroom activities.
- (24) JOB DEVELOPMENT: Planned and organized efforts to encourage employers or business organizations to make jobs available for WIA Title I-B participants.
- (25) LEAD AGENCY: The organization that submitted the proposal and was awarded a direct contract with the WIB to provide services to WIA Title I-B participants. The Lead Agency, providing services through a collaborative relationship with other entities, is responsible for ensuring compliance with all terms and conditions of the contract, administration and fiscal management of the contract, and will be held accountable for program results (performance outcomes).
- (26) LEADERSHIP DEVELOPMENT: Leadership development opportunities are one of the ten required youth program elements. These activities may include exposure to post-secondary educational opportunities; community and service learning projects; peer mentoring and tutoring; team work, decision-making and setting priorities. Citizenship/life skills training such as parenting, work behavior and budgeting of resources are also included in this element. Other

examples include employability skills; positive social behaviors such as positive attitude, improving self esteem, awareness of cultural diversity issues, and work simulation activities.

- (27) LINKAGE: Any mechanism that connects or ties services together.
- (28) MENTORING: The process of matching an advisor with a participant in order to assist the participant in successfully completing training. The role of a mentor may also include assisting the participant in transitioning into employment. Adult mentoring is one of the ten required youth program elements.
- (29) MILITARY SERVICE: Reporting for active duty.
- (30) NON-TRADITIONAL EMPLOYMENT: Refers to occupations or fields of work where women comprise less than 25% of the individuals employed in such occupations or fields of work.
- (31) OBJECTIVE ASSESSMENT: An examination of the academic levels, skill levels, and service needs of a participant used to develop a service strategy and employment goal(s). Assessments are client-centered evaluations of a participant's basic skills; education; occupational skills; and prior work experience. Assessment also includes an evaluation of an individual's employability that takes into account the participant's family situation, attitude towards work, motivation, and behavior patterns affecting employment. Evaluating an individual's interests and aptitudes (including interests and aptitudes for non-traditional occupations), financial resources and needs, supportive service needs, and developmental needs are also essential in providing a thorough objective assessment.
- (32) OCCUPATIONAL SKILLS GOAL: Primary occupational skills encompass the proficiency to perform actual tasks and technical functions required by certain occupational fields at entry, intermediate or advanced levels. Secondary occupational skills entail familiarity with and use of set-up procedures, safety measures, work-related terminology, record keeping and paperwork, formats, tools, equipment and materials, and breakdown and cleanup routines. Formerly, "Youth Employment Competency", Job Specific Skills.
- (33) OFFENDER: An individual who is or has been subject to any stage of the criminal justice process, for whom services under WIA Title I-B may be beneficial.
- (34) ON-THE-JOB TRAINING: Training by an employer in the private sector provided to a participant that has been referred to, and hired by that employer. Training occurs while the participant is engaged in productive work that provides knowledge and/or skills essential to the full and adequate performance of the job. Up to 50 percent of the participant's wage rate is reimbursed to the employer for the cost of training. Training is limited in duration as appropriate to the occupation for which the participant is being trained.
- (35) OUTCOME: The documented impact on a participant of WIA Title I-B services or interventions that is stated in terms of measurable indicators.
- (36) OUT-OF-SCHOOL YOUTH: An eligible youth who is a school dropout, i.e., no longer attending any school and has not received a secondary school diploma or its recognized equivalent; or an eligible youth who has received a secondary school diploma or its equivalent but is basic skills deficient, unemployed, or underemployed. Alternative school youth are not considered out-of-school youth.
- (37) OUTREACH (RECRUITMENT): This activity involves the publication and dissemination of information on program services directed toward individuals eligible to receive WIA Title I-B training and support services.
- (38) PARTICIPANT: An individual who has been determined eligible to participate in, and who is receiving WIA Title I-B services (except follow-up services). Participation commences on the first day, following determination of eligibility, on which the individual begins receiving core, intensive, training or other services provided under WIA Title I-B.
- (39) POST-SECONDARY EDUCATION: A program at an accredited degree-granting institution that leads to an academic degree (e.g., AA, AS, BA, BS). Does not include programs offered by degree-granting institutions that do not lead to an academic degree.

- (40) POST-SECONDARY INSTITUTION: A private or public non-profit institution that is authorized within a state to provide a program of education beyond secondary education, including community colleges, technical colleges, post-secondary vocational institutions, or tribally controlled community colleges.
- (41) PROGRAM ELEMENTS: Local programs must make the ten program elements available as options to youth participants. 20 CFR Part 652, 664.410
- (42) QUALIFIED APPRENTICESHIP: A program approved and recorded by the ETA/Bureau of Apprenticeship and Training (BAT) or by a recognized State Apprenticeship Agency (State Apprenticeship Council). Approval is by certified registration, or other appropriate written credential.
- (43) QUALIFIED STAFF: Individuals that have experience, education, or training that qualifies the individual to conduct the training, or deliver the services contracted for.
- (44) REGISTRATION: The process for collecting information to determine an individual's eligibility for services under WIA Title I-B. Adults and dislocated workers must be registered when they receive workforce investment activities beyond self-service and informational services. All youth participants must be registered in order to receive WIA Title I-B services. This is the point in time when EEO data must be collected, when the eligibility definition begins, and when the participants are counted for performance measurement purposes.
- (45) SCHOOL DROPOUT: An individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent. Youth attending alternative school are not dropouts.
- (46) SUPPORTIVE SERVICES: Supportive services for youth may include linkage to community services; transportation; child care; dependent care; housing; referral to medical services; and assistance with work attire and work-related tool costs. Supportive services may only be provided to individuals who are:
- Enrolled in WIA Title I-B youth activities;
 - Unable to obtain supportive services through other programs providing such services;
 - Supportive services may only be provided when they are necessary to enable individuals to participate in WIA Title I-B activities. Supportive service needs must be such that, if not addressed, an individual will be unable to participate in program activities.
- (47) TRAINING SERVICES: WIA Title I-B funded and non-WIA funded partner training services include occupational skills training, including training for non-traditional employment; on-the-job training; services combining workplace training with related instruction; private sector training programs; skill upgrading and retraining; entrepreneurial training; job readiness training; adult education and literacy activities in combination with other training; customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of training.
- (48) WIA: The Workforce Investment Act of 1998, which replaces the Job Training Partnership Act (JTPA).
- (49) WORK EXPERIENCE: Work experiences are planned, structured learning experiences that occur in a workplace and are designed to enable youth to gain exposure to the working world and its requirements. These experiences should promote good work habits and basic work skills. Work experiences may be paid or unpaid and the workplace may be in the public or the non-profit sector. One of the ten required youth program elements. Local policy requires that work experiences shall be for a reasonable, but limited, length of time based on the needs of the participant and shall be documented in the ISS. Work experiences shall be accompanied by work readiness training that supports positive work ethic, and the requirements for successful job retention.
- (50) WORK READINESS SKILLS GOAL: Work readiness skills include world of work awareness, labor market knowledge, occupational information, values clarification and personal understanding, career planning and decision making, and job search techniques (resumes, interviews, applications, and follow-up letters). They also encompass survival/daily living skills such as using the phone, telling time, shopping, renting an apartment, opening a bank account, and using public transportation. They also include positive work habits, attitudes, and behaviors such as punctuality, regular attendance, presenting a neat appearance, getting along and working well with others, exhibiting

good conduct, following instructions and completing tasks, accepting constructive criticism from supervisors and co-workers, showing initiative and reliability, and assuming the responsibilities involved in maintaining a job. This category also entails developing motivation and adaptability, obtaining effective coping and problem-solving skills, and acquiring an improved self image. (Formerly, Youth Employment Competency, Pre-employment/Work Maturity Skills.)

**PAYMENT SCHEDULE
RATE AND TERMS OF PAYMENT**

**CAMINAR
YOUNG ADULT ACHIEVE PROGRAM**

May 1, 2002 through October 31, 2003

A. Use of Funds

1. The Contractor shall use cost-reimbursable WIA funds only for the purposes and in the manner specified by the Work Investment Act and Regulations. WIA funds may not be used directly or indirectly as a contribution in order to obtain any federal grant funds without prior approval in writing from the Workforce Director, Workforce Investment Board, Human Services Agency.
2. The County may withhold otherwise payable funds to recover amounts expended in any fiscal year in violation of WIA statutory or regulatory requirements.
3. All cost-reimbursable funds under this Agreement shall be recorded by the Contractor in such a way as to be readily reconcilable with the funds disbursed to enable the grantee to know on a current basis the amount of cash available for disbursement. The funds received under this Agreement shall be utilized exclusively for allowable disbursements.
4. In the event that invoices are, in the County's opinion, inconsistent with Exhibit A – Program Description, Exhibit B - Rate and Terms of Payment, Exhibit B1 – Budget Detail, or if other irregularities exist, County may withhold all or part of the funds under this Agreement until resolution of the inconsistencies/irregularities to County's satisfaction, provided that the County will not unreasonably withhold funds.

B. Budget Modification

1. No payment shall be made for expenditures for a line item in excess of 10% of the total budget for that item without prior written approval of County.
2. Under no circumstances will over-expenditures that exceed the total contract amount be approved.
3. In the event of circumstances requiring a budget revision, Contractor shall submit to the Contract Manager a Request for Budget Revision as soon as the need is realized. It is expected that only one formal budget revision will be made. Under no circumstances will a budget revision be allowed within ten weeks of the termination of this Agreement.

4. For cost-reimbursable contracts, the Contractor shall obtain prior written approval from the County Contract Manager for proposed additional staff positions, any modification of salary or benefits, and equipment lease and/or purchase specified in the line item budget.

C. Support Services Expenditure Limitation

Contractor shall not spend any more than 35% of their yearly allocated support service's budget during any one quarter, or more than 85% in any three quarters. Support service's payments will be monitored by County staff, and shall not exceed budgeted amounts.

D. Stand-in Costs

Contractor shall report stand-in costs on a quarterly basis, at minimum, and may report these costs monthly with the invoice. Stand-in costs are actual expenses associated with the WIA client over and above those which are reimbursed through the agreement. Stand-in costs are to be reported by cost category and documentation of these expenditures is to be maintained at the same level of detail as contract expenditures and are subject to audit. In the event of an audit finding resulting in disallowed costs, stand-in costs may be used for repayment.

E. Method of Payment

1. Payment of Incurred Costs

Invoices shall be submitted monthly to the County on a cost reimbursement basis. Contractor will be reimbursed in accordance with the line items defined in Exhibit B-1. Copies of first source documentation shall be submitted with all reimbursement requests.

2. Payment of Support Services, and Work Experience Costs

Contractor shall provide payroll and accounting services for Support Services, and work experience trainees, as applicable. Contractor shall maintain an up-to-date record of any expenditures relating to Support Services, and work experience.

3. Payment Schedule

Contractor shall submit an invoice within 10 calendar days after the end of each month unless a different due date is granted in writing by the Contract Manager.

**CAMINAR/CLC
PROGRAM BUDGET
YOUNG ADULTS ACHIEVE PROGRAM**

May 1, 2002 through October 31, 2003

PERSONNEL	# Pos.	FTE	\$/Hr	Hr/Wk	# Wks	TOTAL
Transition Youth Coordinator	1	1	\$ 19.91	40	64	\$50,970.00
Educational/Vocational Case Manager	1	1	\$ 17.10	40	64	43,776.00
Peer Educational Vocational Case Manager	2	0.5	\$ 11.25	15	64	21,600.00
Shadowing/Occupational Therapist	1	1	\$ 20.00	10	64	12,800.00
Mentoring Coordinator	1	1	\$ 8.00	15	64	7,680.00
Instructors	2	0.5	\$ 25.00	15	64	<u>48,000.00</u>
Subtotal Personnel						184,826.00
BENEFITS @ 22%						<u>20,844.00</u>
TOTAL PERSONNEL						\$205,670.00
OPERATING EXPENSES						
Travel			\$0.32 X 410mi/mo X 3people			7,084.00
Instructional Materials			Charts, books, videos, staff training			1,247.00
Office Supplies			paper, pens, staples, ink cartridges, 2 desks & chairs, volumn copies etc.			1,200.00
Phones			Phone system, including phones, for four phones			4,150.00
Marketing Materials			Brochures, flyers, posters, newsletter			2,600.00
Computer Equipment & Supplies			2 desktop computers, network, full software & 1 printer			<u>6,800.00</u>
Subtotal Operating Expenses						\$23,081.00
Subtotal Personnel & Operating Exp.						\$228,750.00
INDIRECT ADMIN COSTS						
0.85% of Total Budget						<u>21,250.00</u>
TOTAL						\$250,000.00

(Required only from Contractors who provide services directly to the Public on the County's behalf.)

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor (s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor (s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor (s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor (s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. employers fewer than 15 persons
- b. employers 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person (s) to coordinate its efforts to comply with the DHHS regulations.

Sharon Bardill

Name of 504 Person - Type or Print

Caminar/CLC
1720 So. Amphlett Blvd., Suite 123
San Mateo, CA 94402

I certify that the above information is complete and correct to the best of my knowledge.

4/1/2002

Date



Signature and Title of Authorized Official

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

PROGRAM MONITORING
CAMINAR/CLC
YOUNG ADULTS ACHIEVE PROGRAM

May 1, 2002 through October 31, 2003

I. PERFORMANCE

1. Performance of this agreement will be measured in the following primary areas:
 - a. Client eligibility criteria
 - b. Enrollment/registration levels
 - c. Attainment of educational goals or other positive completions
 - d. Job placement levels
 - e. Job retention levels
 - f. Improved earning levels
 - g. Compliance with the programmatic requirements of this agreement
 - h. Compliance with the administrative/fiscal guidelines of this agreement
 - i. Compliance with performance standards, and meeting of hard-to-serve goals of this agreement
2. Compliance with performance standards/significant segments and enrollment requirements: County MIS generated reports will enable periodic review of specific performance standards. Since many of these factors do not become useful until well into the program year, they tend to be used for program evaluation purposes only. However, if trends are identified, Contractor shall make adjustments if there are any significant deviations from the plan, to ensure successful program completion.
3. Contractor shall internally monitor, on a monthly basis, its Performance Standards (non-fiscal and fiscal) and maintain up-to-date records of such monitoring available for on-site review.
4. The Contractor's success in meeting the service goals specified in the loading charts and/or Operational Plan will be evaluated quarterly by County.
5. Contractor's compliance with the Program Administration Requirements will be determined through monitoring of materials submitted to County and through field monitoring. Field monitoring consists of a review of Contractor's records, (fiscal, administrative, programmatic and participant), interviews with staff and/or participants and direct observation of program activities. Field monitoring shall occur in compliance with federal and state eligibility requirements.
6. County shall notify Contractor in writing of any deficiencies noted and provide a time frame for corrective action. The County may conduct a follow-up visit to review these deficiencies and to assess corrective action efforts. Failure to implement the corrective action plan or persistent deficiencies may lead to termination of the agreement and may have a negative impact on consideration for future WIA funding.

II. MONITORING PROGRAM PERFORMANCE

The Contractor(s) may be visited at any time by the Local Workforce Investment Board (LWIB), State of California, Department of Labor, or Contractors of these units of government, and others who have a direct concern in administration of Workforce Investment Act (WIA) projects. All agency records must be available for inspection. All areas of the project will be subject to examination and could include, but are not limited to, inspection of participants' personnel files and applications, and the financial bookkeeping records. Participants may be interviewed to verify eligibility, ensure proper personnel procedures required under the Act are being followed, and to insure provision of adequate services as prescribed by contract. In addition, monitoring may include interviews with employers, supervisors, instructors, and staff of agencies partnering with the Contractor(s) to insure provision of agreed upon services.

Organizations providing training must monitor contract performance. If requested, monthly monitoring reports shall be submitted to the LWIB. Organizations must cooperate actively with all requests for information, attend training on contractual or program matters, and provide access to all matters necessary for the LWIB and the City of San Mateo County to monitor and establish compliance with the terms of the contract.

Organizations must establish an internal quality control plan that is acceptable to the LWIB and that will be incorporated into the contract.

III. FISCAL MONITORING

1. Fiscal reviews may be conducted during the contract period by County or persons or agencies under contract with County. The reviews will determine the adequacy of Contractor's internal control and financial record-keeping and the accuracy of invoices to County.
2. Contractor's compliance with fiscal/budget requirements will be determined through monitoring of materials to be submitted to County and through field review of Contractor's fiscal records.
3. Compliance with Administrative/Fiscal guidelines -A fiscal review will be conducted at the beginning of the program year by County, as requested, so that contractors will fully understand the fiscal requirements of the contract. Additional technical assistance or training will be provided during the year as the need arises.
4. Additionally, a program fiscal audit will be conducted, the purpose of which is to determine whether all expenditures made under the contract are verifiable, justified and permissible in terms of WIA regulations. The audit also includes an evaluation of internal fiscal controls and the adequacy of the Contractors accounting system, and may include a review of documents which support past invoices and the determination of accuracy of the Contractor's books and records. The audit may be performed by an independent auditor under contract to County or a County auditor. In all cases, the audit will not take place until after the submission of the close-out package by Contractor.

**PROGRAM SPECIFIC REQUIREMENTS
GENERAL PROVISIONS**

**CAMINAR/CLC
YOUNG ADULTS ACHIEVE PROGRAM**

May 1, 2002 through October 31, 2003

Section 1: Compliance

- a. In performance of this agreement, Contractor will fully comply with:

The provisions of the Workforce Investment Act Title I-B (WIA), 20 CFR Part 652, et al., and other applicable local, state and federal legislation, including Local Workforce Investment Board (LWIB) Directives governing programs operated under this Contract.

- b. Contractor shall document that all staff performing work on this Contract have read and received instructions on applicable sections of the WIA, the Regulations, and LWIB Directives. Contractor shall also document that the staff working on this Contract, have read the Contract in its entirety or as necessary, and understand its contents, specifications, and exhibits. Contractor will ensure that all staff, assigned to this contract, are familiar with and understand their responsibilities related to services to be performed.

- c. The Contractor shall maintain participant files that meet the specifications of the LWIB. This record shall include, but is not limited to the following:

1. Management Information System (MIS) forms
2. Signed copy of the Civil Rights / Grievance Procedure Letter
3. Objective Assessment
4. Individual Service Strategy (planned services / activities)
5. Participant Progress Report (case notes)
6. Narrative Extension (if applicable)
7. Time and Attendance records
8. All contracts related to training services (e.g., Work Site Agreement, ITA Contracts, etc.)
9. All required documentation verifying training services and/or the acquisition of skills and certifications

- d. Contractor shall insure that all participants enrolled in wage-paid activities will be paid wages which shall not be less than the highest of (A) the minimum wage under the Fair Labor Standards Act; (B) the minimum wage under the applicable State or local minimum wage law;

or (C) the prevailing rates of pay for individuals employed in similar occupations by the same employer. All participants receiving a subsidized training wage shall be paid at least minimum \$6.75 per hour.

- e. Contractor shall ensure that training activities do not result in the displacement of currently employed or laid-off workers (including a partial displacement such as reduction in hours, wages, or benefits). Training activities must not impair existing contracts for services or collective bargaining agreements, nor will they in any way infringe upon promotional opportunities available to persons currently employed.
- f. Contractor will adhere to the following precautions: Photographs or videos of participants for uses other than within the Service Provider's program are only permissible after the participant has signed a release form. If a minor, under the age of 18, the participant's parent or guardian must sign the release form.
- g. Contractor shall ensure that if a minor under the age of 18 is to be transported by Contractor, the participant's parent or guardian signs a consent form. Participants may only be transported, by means other than public transportation, for WIA Title I-B youth services unless there is a signed consent form. In addition, no staff member or Contractor representative will transport a participant without others being present in the vehicle.
- h. Contractor will maintain time and attendance records on each participant for all training activities, i.e., work experience/internship, workshops, leadership activities, and other training. In cases where it is not practical to maintain time and attendance records or they are not available, i.e., special events or training activities provided by collaborating entities not funded under WIA Title I-B, other records and/or well documented case notes will be accepted. Documentation records and/or case notes should include date(s) of participation, type of activity, sponsoring entity, any certificates of completion or certifications, and other relevant information that substantiates the youth's participation in the training activity. Documentation verifying performance outcomes (e.g., pre/post tests documenting skill attainment in basic skills, work readiness skills, and occupational skills; diploma/equivalent; credentials and certifications; employment, etc.) must also be maintained in each participant's file, as appropriate.
- i. Contractor shall ensure that all training that occurs in a work place is monitored and evaluated based upon the following criteria: safety, labor laws, adequate supervision, positive work ethics, adherence to the formalized training plan and work site agreement.
- j. Contractor shall ensure that written job descriptions: Employment training activities (work experience, internship, OJT) have written job descriptions that are maintained for WIB inspection.

- k. Contractor shall develop and maintain WIB-approved Work Site Agreements for each work place participating in work experience or internship training. These agreements will include, at a minimum, assurance of adequate supervision for each participant, accountability for participant time and attendance, provision of appropriate training, and adherence to all rules and regulations governing this contract. The employer/supervisor, the participant(s), and the Contractor will sign agreements prior to the participant(s) starting work. In cases where multiple participants are working at a single work site, an attachment may be added to the agreement that provides the names and signatures of the participants. Copies of Work Site Agreements will be available at each work site, maintained with the Contractor, and a copy forwarded to the WIB.
- l. Contractor shall ensure that all participants served under this contract receive information about post-secondary opportunities, financial aid options, and preparation for post-secondary educational opportunities, as appropriate.
- m. Contractor shall ensure that all participants whose assessment determines a need for work readiness training receive such training, as appropriate. This training shall be accompanied by work experience/internship, or other services designed to improve educational achievement, increase occupational skills, or develop the leadership skills of a participant.
- n. Contractor will provide alternative secondary school service through linkages established with the local education system.
- o. Contractor will provide Work experience and internships to out-of-school youth, as appropriate, based on the assessment and ISS. The following requirements will be adhered to when engaging participants in these activities:
 - 1. Work experience should promote the development of good work habits and basic work skills. The purpose is to provide participants with opportunities for career exploration and skill development and is not to benefit the employer, although the employer may, in fact benefit from the activities performed by the youth. This training will, at a minimum, teach primary occupational skills and, to the degree appropriate, may teach secondary occupational skills.
 - 2. When utilizing WIA Title I-B funds for work experience wages, work assignments are limited to public or private non-profit work sites.
 - 3. Work experience assignments shall be for a reasonable, but limited, length of time based on the needs of the participant and training requirements, and shall be documented in the individual service strategy.
 - 4. Work experience shall be accompanied by work readiness training that supports positive work ethic, and the requirements for successful job retention.

- p. Contractor shall utilize WIA funds for internship wages, that involve private sector assignments for a reasonable, but limited, length of time based on the needs of the participant and training requirements, and shall be documented in the individual service strategy. Internships shall be accompanied by work readiness training that supports positive work ethic, and the requirements for successful job retention. Successful completion of internship training shall result in the participant being hired by the employer with whom the training occurred. Participants placed on internships will be paid the prevailing rates of pay for individuals employed in similar occupations by the same employer. Child labor laws will be strictly adhered to.
- q. Contractors shall note that: Younger youth, 14-18 years of age are not eligible for Individual Training Accounts (ITAs) corresponding to the State certified Eligible Training Provider List (ETPL). Therefore, occupational skills training for younger youth, 14-18, shall follow the guidelines established under the Skill Attainment performance measure (formerly Youth Employment Competency, Job Specific Skills). Older youth, 18-21 years of age that are eligible for training services under the adult and dislocated worker programs, may receive ITAs through that program and may be concurrently enrolled in both adult and youth programs. ITAs require coordination of services between Contractor and Peninsula Works Centers or Affiliated sites specializing in ITAs. When providing these coordinated services Contractor will be responsible for the following:
1. Provide lead case management activities during participant's enrollment in ITA;
 2. Provide job development and placement of participants into unsubsidized employment;
 3. Update ISS with participant's progress during ITA;
 4. Ensure the main case file is kept updated with all information related to ITA.
- r. Contractor will provide career guidance and counseling. Specialized counseling, such as alcohol and substance abuse counseling will be provided through referral to appropriate community agencies.

Section 2: Certifications

Except as otherwise indicated, the following certifications apply to all Contractors.

- a. Contractor, if it is a corporation, certifies it is registered with the Secretary of the State of California.
- b. Contractor certifies that this agreement does not provide for the advancement of or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatever, as specified by Article XVI, Section 5 of the Constitution, regarding separation of church and state.
- c. Contractor, by signing this agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous contract or grant with the Department of Labor (DOL) or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.

- d. Contractor certifies that it will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
- e. Contractor certifies that no funds made available under WIA shall be used for lobbying activities in violation of 18 USCA 1913.
- f. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970.
- g. Contractor certifies that it possesses the legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Contractor's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- h. Contractor will maintain appropriate standards for health and safety in work and training situations.
- i. Contractor will insure that any and all construction laborers and mechanics employed under this agreement shall be paid wages in accordance with the Davis-Bacon Act as amended (40U.S.C. 276a-276a-7), and will be covered by labor standards pursuant to the Davis-Bacon Act.
- j. Contractor certifies that all training, instructional and on-the-job, shall only be for occupations for which the County of San Mateo has determined that there is a reasonable expectation for employment.
- k. Contractor certifies that no program shall impair existing contracts for services or collective bargaining agreements, except that WIA-funded programs which would be inconsistent with the terms of a collective bargaining agreement shall not be undertaken without the written concurrence of the labor organization and employer concerned. No funds under this agreement shall be used to assist, deter, or promote union organization.
- l. Contractor certifies that no participant shall be employed or job opening filled (1) when any other individual is on layoff from the same or substantially equivalent job, or (2) when the employer has terminated the employment of a regular employee or otherwise reduced its work force with the intention of filling the vacancy created by hiring a participant whose wages are subsidized under the Act. No currently employed worker shall be displaced by any participant (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits).
- m. Contractor certifies that no jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
- n. Contractor certifies that no participant who is engaged in a WIA funded program may be charged a fee for placement or referral services.
- o. Contractor certifies that no funds available under this Act may be used for contributions on behalf of any participant to retirement systems or plans.

- p. Contractor certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, subtitle E).
- q. Contractor will consult with the appropriate labor organizations and/or employer representatives in the design, operation or modification of the programs under this agreement.

Section 3: Standards of Conduct

The following standards apply to all Contractors:

- a. **General Assurance** - Every reasonable course of action will be taken by the Contractor in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered by an impartial manner, free from efforts to gain personal, financial or political gain. The Contractor, its executive staff and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.
- b. **Employment of Former State Employees** - Contractor will insure that any of its employees who were formerly employed by the State of California in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this agreement, will not be assigned to any phase of the activities conducted pursuant to this agreement for a period of not less than two years following the termination of such employment.
- c. **Conducting Business Involving Relatives** - No relative by blood, adoption or marriage of any executive or employee of the Subcontractor, will receive favorable treatment when considered for enrollment in programs provided by, or employment with, the Contractor.
- d. **Conducting Business Involving Close Personal Friends and Associates** - Executives and employees of the Contractor will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates.
- e. **When it is in the public interest for the Contractor to conduct business with a friend or associate of an executive or employee of the Contractor, an elected official in the area or a member of the Workforce Investment Board (WIB), a permanent record of the transaction will be retained.**
- f. **Avoidance of Conflict of Economic Interest – Real or apparent** - An executive or employee of the Contractor, an elected official in the area or a member of a WIB, will not solicit or accept money or any other consideration from a third person for the performance of an act reimbursed in whole or part by the Contractor. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement.

Section 4: Coordination

- a. Contractor will, to the maximum extent feasible, coordinate all programs and activities supported under this part with the other programs under the WIA, the Wagner-Peyser Act, Title 38 of the United States Code, and other employment and training programs at the State and local level.
- b. Contractor shall take appropriate steps to provide for increased participation of women in non-traditional jobs.

Section 5: Amendments

This agreement may be modified by the County upon written notice to the Contractor under the following circumstances:

- a. There is an increase or decrease in federal or State funding levels.
- b. A modification is required in order to implement an adjustment or modification to the plan of the program described in Exhibit A, Program Description.
- c. Funds awarded to the Contractor have not been expended in accordance with the schedule included in the approved plan of the program described in Exhibit A. After consultation with the Contractor, the County has determined that funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a timely manner consistent with State and federal law, regulations and policies, reverting to the County.
- d. There is a change in State or Federal law or regulation requiring a change in the provisions of this sub-grant.
- e. County shall monitor this Agreement by evaluating the performance indicators described in Exhibit A. Contractor will make every effort to keep the performance indicators at the level agreed to in the Agreement; however, if any performance indicator falls below eighty percent (80%) for three (3) consecutive months, the contract can be renegotiated.
- f. Except as provided above, this Agreement may be amended only in writing by the mutual agreement of both parties.

Section 6: Management Information Systems Policies and Procedures

- a. Contractor shall comply with County Management Information System policies and procedures and any directive or other bulletin issued which clarifies or modifies County policies and procedures.
- b. Contractor shall assure that only eligible participants are enrolled in the program funded under this Agreement. Failure of this condition shall entitle County to recovery of disallowed costs incurred by any ineligible participant.

Section 7: Accounting and Cash Management

- a. Contractor will comply with controls, record keeping and fund accounting procedure requirements of WIA, Federal and State Regulations and Directives to ensure the proper accounting for program funds paid under this agreement.
- b. Contractor shall maintain fiscal accounts in a manner sufficient to permit tracing of funds received and levels of expenditures. Records and books shall be auditable and up to date at all times.
- c. Income (including interest income) generated as a result of the receipt of funds under this agreement will be utilized in accordance with the policy and procedure established by the County. Contractor will account for any such income generated separately.
- d. Contractor shall immediately advise County of any improper or fraudulent use of funds under this Agreement, any misinformation supplied to County, or any circumstances giving rise to possible or apparent misuse of funds.
- e. Contractor may be required to establish a separate bank or trust account for funds received, and shall maintain a separate fund accounting for these funds.
- f. Contractors that are public or non-profit entities with a fixed unit price agreement shall use revenues in excess of costs, or so called "profits" for the following purposes:
 - 1) Add the "profit" to funds committed to the program and use it to further program objectives; or
 - 2) Deduct the "profit" from the fixed unit price performance billing in determining the net amount on which WIA share of billing will be used;
 - 3) Use the "profit" to satisfy the WIA matching requirements, if applicable.

In addition, Contractor shall:

 1. Submit the amount of excess revenue or "profit" to San Mateo County Workforce Investment Board within 45 days after the end of the fiscal year; and
 2. Maintain the necessary financial records which account for the use of these funds, in anticipation of possible audit.
 3. Remit immediately to the San Mateo County Workforce Investment Board any excess revenue which will not be utilized within one year after the end of the fiscal year in which it was earned.
- g. Costs incurred before and after the effective dates of the Agreement will not be allowed.
- h. Contractor shall report any additional or unexpected funds received in conjunction with the services provided under the terms of this Agreement to the County upon receipt of such funds or notification of award of such funds.

Section 8: Reporting

- a. Contractor will compile and submit reports of activities, expenditures, status of cash and closeout information by the specified dates as prescribed by the County.
- b. Contractor shall submit an invoice/report within 15 calendar days after the end of each month unless a different due date is granted in writing by the County.

Section 9: Grievance and Complaint System

Contractor will establish and maintain a grievance and complaint procedure in compliance with WIA, Federal Regulations and State statutes, regulations and policy.

Section 10: Conflicts

- a. Contractor will cooperate in the resolution of any conflict with the U.S. Department of Labor which may occur from the activities funded under this Agreement.
- b. In the event of a dispute between the Contractor and the County over any part of this Agreement, the dispute may be submitted to non-binding arbitration upon the consent of both the Contractor and the County. An election for arbitration pursuant to this provision will not preclude either party from pursuing any remedy for relief otherwise available.

Section 11: Audits

- a. The Contractor shall maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors.
- b. The Contractor and/or auditors performing monitoring or audits of the Contractor or its subcontracting service providers will immediately report to the County any incident of fraud, abuse or other criminal activity in relation to this Agreement, the WIA, or its regulations.
- c. Before any funds are issued under this Agreement the Contractor will submit, to the County, the findings of the most recent audit. The Contractor will demonstrate that its financial accounting systems are adequate to satisfy Federal audit requirements per Federal Register, 20CFR, Section 629.42, dated February 12, 1988.
- d. Responsibility for Audit Exceptions:
 1. Audit exceptions are defined as any unfavorable finding in any audit of Contractor's performance under this Agreement. Contractor is aware and is hereby on notice that any and all failure to comply with the Act, all rules, regulations, and amendments promulgated thereunder, relevant Federal, State, and local statutes, rules, and regulations, including requirements of the County, may result in Contractor liability to repay part or all of the funds under this Agreement.
 2. Contractor will notify County in writing immediately of any audit exception(s). County may at that time or anytime thereafter, give notice of intent to terminate this Agreement subject to satisfactory corrections within thirty (30) days.

3. Contractor agrees to correct and resolve all audit exceptions to County's satisfaction and agrees to give such response to County as County deems necessary regarding any audit exceptions. Contractor is aware and is hereby on notice that audit exceptions may result in County liability to the United States Department of Labor and the State of California, among others, for part or all of the funds provided under this Agreement and so agrees to pay to County the full amount of County liability resulting from said audit exceptions attributable to the Contractor.

Section 12: Disallowed Costs

Contractor will be liable for and will repay, to County, any amounts expended under this agreement found not to be in accordance with WIA including, but not limited to, disallowed costs. Such repayment will be from funds (Non-Federal) other than those received under the WIA.

Section 13: Subcontracting

Contractor's system for awarding contracts will contain safeguards to insure that the Contractor does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds or who have been debarred from receipt of federal funds.

Section 14: Educational Assistance Program Funds

Contractor shall report and pay to County any income received from student's Federal and State educational assistance grants, such as PELL grants, Supplemental Educational Opportunity Grants (SEOG), and other educational assistance programs. Receipt of such income plus WIA funds for the same training services may constitute double billing unless the WIA expenses are properly reduced. The report and payment shall be made to the county within 15 calendar days after the month that the educational assistance grant is received by the Contractor.

Section 15: Standards and Sanctions

- a. The Contractor is expected to make its best effort to achieve the standards set forth, and is subject to sanctions in the event that substantial compliance is not achieved.
- b. To the extent that the Contractor's performance adversely affects the County's performance, such sanctions will be applied to the Contractor in a manner consistent with Federal and State regulations.

Section 16: Follow-up

Contractor will document and maintain evidence on file that it has established a relationship with the Schools to Career Partnership program and the apprenticeship program within San Mateo County for referral purposes based on the needs of the individual youth.