

**FIFTH AMENDMENT TO THE AGREEMENT WITH
OPPORTUNITIES INDUSTRIALIZATION CENTER WEST, INC.**

THIS FIFTH AMENDMENT, entered into this _____ day of _____, 2003, by and between the County of San Mateo, hereinafter called "County," and Opportunities Industrialization Center West, Inc., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, on July 25, 2000, by Resolution No. 63818, the County and Contractor entered into an Agreement setting forth the respective duties and responsibilities with respect to provision of services for Workfirst and One-Stop Career Center participants; and

WHEREAS, the Agreement has been amended on four previous occasions to reduce Contractor's PeninsulaWorks Menlo Park One-Stop budget by \$131,012 for FY 2002-03, increase the budget for PeninsulaWorks program by \$209,744 for FY 2002-03, increase the Jobs Now program by \$250,000 for FY 2002-03, increase the budget for the Youth program by \$180,060 for Comprehensive Year-Round Youth services for FY 2002-03, and increase funding to the PeninsulaWorks program by \$15,000 for supportive services to laid-off workers and their families for FY 2002-03; and

WHEREAS, both parties wish to further amend the Agreement to extend the term and increase the amount to provide Medical Billing & Coding instructions and employability skills training targeted to displaced workers; recruitment, comprehensive assessment, case management and post placement follow-up services for Medical Billing and Coding course and the Pharmacy Technician course offered through Mission College of Santa Clara to be held on-site at 1200 O'Brien Drive, Menlo Park; and continue to provide vocational training services for CalWORKs participants during FY 2003-04.

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

1. Section 1: Exhibits is hereby amended to read as follows:

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

Exhibit A:	Description of Services
Exhibit A-1:	Participant Activity Plan
Exhibit A-2:	Property Inventory
Exhibit A-3:	Demand Occupations
Exhibit A-4:	Peninsula Works Memorandum of Understanding
Exhibit A-5:	Comprehensive Year Round Employment and Related Services
Exhibit A-6:	Medical Billing and Coding Training Services-New Material
Exhibit AA:	PeninsulaWorks – Menlo Park Year 2 Service Level
Exhibit AA1	PeninsulaWorks Menlo Park Year 3 participant level and performance
Exhibit B	Payment schedule
Exhibit B-1	Budget Detail
Exhibit B-2:	PeninsulaWorks-Menlo Park Narrative and Budget
Exhibit B3-Revised	PeninsulaWorks Menlo Park year 3 participant level and performance

- Exhibit B4-1: Budget Justification/Explanation of line item costs for Youth Services.
- Exhibit B4-2 OICW Youth Program Budget
- Exhibit B5: Billing & Coding /Pharmacy Technician/CalWORKs Budget/Payment Terms-New Material**
- Exhibit C: Compliance with Section 504
- Exhibit D: Program Monitoring
- Exhibit E: Program Specific Requirements
- Exhibit F-1: Key Terms With Definitions Used In Contract
- Exhibit F-2: Contractor Detain Budget

Section 2: - is hereby amended to read as follows:

In consideration of the payments hereinafter set forth in Exhibit B, Exhibit B1, Exhibit B2, Exhibit B3, Exhibit B4-1, Exhibit B4-2, and **Exhibit B5**, attached hereto and incorporated by reference herein, Contractor will provide the services described in the Exhibits to this Agreement, under the general direction of the Director of the Human Services Agency, or her authorized representative, with the respect to the attached hereto and incorporated by reference herein.

2. Section 3: **Maximum Amount**, paragraph A and **Rate of Payment**, paragraph B are hereby amended to read as follows:
 - A. In full consideration of Contractor's performance of the services described in the Exhibits to this Agreement, the amount that the County shall be obligated to pay for services rendered under this Agreement is increased by **\$111,230** for FY 2003-04 and shall not exceed **\$2,530,794** for the contract term.
 - B. The rate and terms of payment shall be as specified in Exhibit B, Exhibit B1, Exhibit B2, Exhibit B3, Exhibit B4-1, Exhibit B4-2, and **Exhibit B5**. Any rate increase is subject to the approval of the Director of the Human Services Agency or her authorized representative, and shall not be binding on County unless approved in writing. In no event shall the rates established in Exhibit B, Exhibit B1, Exhibit B2, Exhibit B3, Exhibit B4-1, Exhibit B4-2, and **Exhibit B5** be increased to the extent that the maximum County obligation exceed the total specified in paragraph 3A above. Each payment shall be conditioned on the performance of services described in the Exhibits to this Agreement to the full satisfaction of the Director of Human Services or her representative.
3. All other provisions of the Agreement, signed and dated July 25, 2000, and as amended on November 28, 2000, January 8, 2002, September 10, 2002, and November 5, 2002 shall remain in effect.

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

COUNTY OF SAN MATEO

By: Rose Jacobs Gibson, President
Rose Jacobs Gibson, President
Board of Supervisors, County of San Mateo

Date: _____

ATTEST:

Clerk of Said Board

Sharon A. Williams
Sharon A. Williams
- Print Name

Date: June 4, 2003

Sharon A. Williams Executive Director
Sharon A. Williams
Name, Title - Print
Signature

**OPPORTUNITIES INDUSTRIALIZATION CENTER-WEST
COURSE DESCRIPTION**

The Contractor will provide the following services before September 30, 2003:

Medical Billing and Coding Course

Contractor will provide 160 hours (one cycle) of medical billing and coding instructions/tutoring and 16 hours of employability skills training targeted to dislocated workers. Twenty (20) participants will complete in 10 weeks of training and be eligible for employment in the medical field

Contractor also will provide recruitment, comprehensive assessment, books and materials, case management and post placement follow-up services to all participants enrolled in the medical billing and coding course to ensure success. Assessment tools include, but not limited to Wonderlic and Jackson Vocational. Funding will be provided for one (1) cycle of training targeted to dislocated workers.

Pharmacy Technician Course

Contractor staff will provide recruitment, comprehensive assessment, case management and post placement follow-up services to all participants enrolled in the Pharmacy Technician course (one cycle) to be offered by Mission College on site at OICW. Assessment tools include, but not limited to Wonderlic and Jackson Vocational.

Opportunities Industrialization Center West

Budget /Payment Schedule

	Medical Billing 7/1/03-9/30/03	Pharmacy Tech 7/1/03-9/30/03	Cal-Works FY 2003-04	Total Budget
Program Admin				

Start up costs
Medisoft instructional software

Direct and Admin. Payroll Expenses:				
Program and Administrative Support Staff	\$ 797			\$ 5,248
Instructor 1 FTE	\$ 13,750			
Instructor Assistant 1/2 FTE	\$ 6,250			
Case Manager 1/2 FTE	\$ 12,500			
Fringe Benefits @ 24%	\$ 7,800			
Total direct start up and admin. payroll expenses	\$ 41,097			\$ 5,248
				\$ 46,345

Other Direct Expenses				
Books/Materials	\$ 1,875			
Travel/Training	\$ 333			
Recruitment - Clients	\$ 250			
Assessment	\$ 1,250			
Case Management 25 clients X \$610		\$ 15,250		
Post Placement Follow-up - 25 clients X \$50		\$ 1,250		
Assessment - 25 clients X \$90		\$ 2,250		
Cal-Works - Project Build 3 X \$4000			\$ 12,000	
Cal-Works - Office Skills 4 X \$4000			\$ 16,000	
Cal-Works - CNA 3 X \$4000			\$ 12,000	
Total Other Direct Expenses	\$ 3,708	\$ 18,750	\$ 40,000	\$ 62,458
Total Direct Expenses	\$ 44,805	\$ 18,750	\$ 40,000	\$ 108,803

Indirect Expense				
Indirect Costs - (Electrical/Building/Insurance etc.)	\$ 2,427			
Total Indirect Expense	\$ 2,427			\$ 2,427
Total Costs	\$ 47,232	\$ 5,248		

Total Project Cost	\$ 52,480	\$ 18,750	\$ 40,000	\$ 111,230
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Cost per client, base on 20 per cycle: \$2,624

Payment Terms:

1. County shall pay Contractor one lump sum of \$40,000 for continuing vocational services to CalWORKs participants upon receipt and approval of invoice. (see Budget above).
2. County shall pay Contractor upon receipt of monthly invoices for actual costs for the Medical Billing & Coding course and for services rendered to the Pharmacy Technician course. Costs for the Medical Billing & Coding course shall not exceed \$52,480 and services rendered for the Pharmacy Technician course shall not exceed \$18,750. (Expenditures based on the budget shown above).
3. Costs for the Medical Billing and Coding course, services rendered for the Pharmacy Technician course and vocational services for the CalWORKS participants shall not exceed \$111,230.

COUNTY OF SAN MATEO
MEMORANDUM

DATE: 05/08/02
 TO: Priscilla Harris Morse
 FROM: Deborah Jaegar, HSA210 Fax: (650) 596-3478
 SUBJECT: APPROVAL OF INSURANCE
 CONTRACTOR: OICW
 DO THEY TRAVEL: No
 PERCENT OF TIME
 NUMBER OF EMPLOYEES more than 1

DUTIES: This Amendment covers partial cost of an English and Spanish video production to promote Peninsula Works. OICW performs Employment Services and Training for the main portion of the Agreement

COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Gen. Liability	\$1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation	\$1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS: This Amendment adds \$13,846 to the Agreement to cover video production costs. The total amount of the Agreement is \$1,778,606

Priscilla Morse
 Manager, Risk Management

Ins. form

PONY EPS163

SUBMIT TO RISK MANAGEMENT
 OR

FAX 363-4864

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID KE OICW--1	DATE (MM/DD/YYYY) 06/04/03
PRODUCER InterWest Insurance Serv., Inc 25 Orinda Way, Suite 308 Orinda CA 94563 Phone: 800-464-0077 Fax: 925-253-3108		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED O.I.C.W. Inc. (Opportunities Industrial Center West) (dba) Mimes Cafe 1200 O'Brien Drive Menlo Park CA 94025		INSURERS AFFORDING COVERAGE INSURER A Travelers INSURER B State Compensation Insur Fund INSURER C INSURER D INSURER E	NAIC # 19038

COVERAGES

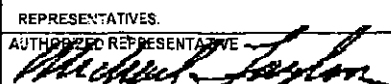
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Hostile Fire Poll GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	660740X2058	04/22/03	04/22/04	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> H-RED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below: OTHER	469281901	07/01/02	07/01/03	WC STATE-TORY LIMITS OFF-ER E.L. EACH ACCIDENT \$100000 E.L. DISEASE - EA EMPLOYEE \$100000 E.L. DISEASE - POLICY LIMIT \$100000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDCRSEMENT / SPECIAL PROVISIONS

Evidence of Coverage

*Except 10 days for non-payment

CERTIFICATE HOLDER San Mateo City Human Service Agency Workforce Investment Board 400 Harbor Blvd, Building B Belmont CA 94002	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30*</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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