



SECOND AMENDMENT TO THE AGREEMENT

BETWEEN

COUNTY OF SAN MATEO

AND

SAN MATEO COMMUNITY COLLEGE DISTRICT

For the Period of

September 1, 2002 – December 31, 2003

Reference:
Workforce Investment Act 1998

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

**Second Amendment to the Agreement
With the San Mateo Community College District
For
Administering a Career Assessment and Job Training Program**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2003, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and San Mateo Community College District, hereinafter called "Contractor";

W I T N E S S E T H :

WHEREAS, the Agreement with San Mateo Community College was approved on January 12, 2003, for the purpose of providing a career assessment and job-training program to dislocated workers of the airline and travel industries that meets the criteria of the Workforce Investment Act of 1998; and

WHEREAS, the County and the Contractor entered into a First Amendment on June 24, 2003, for the purpose of continuing career assessment and job-training services; and

WHEREAS, the County and the Contractor wish to further amend the Agreement to shorten the term of the Agreement and change the fiscal terms of the Agreement.

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

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

Exhibit A:	Program Description
Exhibit A-1:	Course Descriptions
Exhibit B:	Payment Schedule - Rate and Terms of Payment
Exhibit B-1:	Program Budget
Revised Exhibit B-2 06/03:	Payment Schedule for FY 2003-04 – New Material
Attachment I	Budget Detail for 9/1/02-6/30/03 is hereby added – New Material
Attachment II	Budget Detail for 7/1/03-12/21/03 is hereby added – New Material
Exhibit C:	Compliance with Section 504
Exhibit D:	Program Monitoring
Exhibit E:	Program Specific Requirements and General Provisions revised 07/03 hereby replace Exhibit E.
Exhibit F:	Equal Benefits Compliance Declaration

2. Section 12: Compliance with applicable Laws is hereby amended to read:

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 and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment H, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this agreement and state, federal, county or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

3. Section 17: Term of the Agreement is hereby amended to read as follows:

Subject to compliance with the terms and conditions of this Agreement for provisions of a career assessment and job training program, the term of this Agreement shall be from September 1, 2002 through **December 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.

4. All other terms and conditions of the Agreement dated January 12, 2003 and the First Amendment dated January 24, 2003, between the County and Contractor shall remain in full force and effect.

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

COUNTY OF SAN MATEO

ATTEST

By: _____
Rose Jacobs Gibson, President
Board of Supervisors

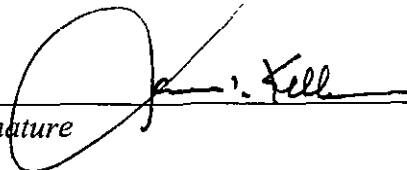
Clerk of Said Board

Date: _____

Date _____

SAN MATEO COMMUNITY COLLEGE DISTRICT

____ | W. Keller
Print Name

Signature 

Date: 7/23/03

**Rate of Payment for FY 2003-04
San Mateo Community College District**

1. Contractor will receive payments totaling \$326,294 as shown in attachment I by the end of FY 2002-03 for services described in Exhibit A and for courses described in Exhibit A1 of this Agreement.
2. Contractor did not complete the services for FY 2002-03 as described in Exhibit A or the courses described in Exhibit A1 of this Agreement. During the term of July 1, 2003 to December 31, 2003, Contractor will complete the remaining courses and services. Contractor shall submit monthly invoices on a cost reimbursement bases as described in Exhibit B, Method of Payment. Should this contract be terminated by either party before courses and services can be completed, the contractor will reimburse the County for the balance owed. Services for the term of July 1, 2003 through December 31, 2003 shall not exceed \$93,706 as shown in attachment II. The total Agreement obligation is \$420,000.
3. All terms in Exhibit B apply.

Attachment I

**SKYLINE COLLEGE AIRPORT INDUSTRY DISLOCATED WORKER PROJECT
BUDGET EXTENSION FOR PHARMACY TECHNICIAN TRAINING**

JULY 1, 2003 - DECEMBER 31, 2003



	Admin	Program		
CERTIFICATED STAFFING				
DIRECTOR		\$ 25,515		
COORDINATION AND INSTRUCTION		\$ 10,409		
COUNSELING FACULTY		\$ 7,650		
TOTAL CERTIFICATED SALARIES and BENEFITS			\$	43,574
CLASSIFIED STAFF				
CLASSIFIED SITE COORDINATOR		\$ 15,120		
CLASSIFIED ACCOUNTING TECHNICIAN	\$ 9,250			
TOTAL CLASSIFIED STAFF and BENEFITS			\$	24,370
TOTAL SALARIES including BENEFITS			\$	67,944
MATERIALS				
ADMINISTRATIVE AND INSTRUCTIONAL SUPPLIES		\$ 5,672		
TOTAL MATERIALS			\$	5,672
OPERATING EXPENSES				
PHONE, FAX, T1 LINE		\$ 1,500		
TOTAL OPERATING EXPENSES			\$	1,500
CONTRACTED SERVICES				
FINGERPRINTS, IMMUNIZATIONS, PHYSICALS		\$ 6,040		
CONSULTANT - CURRICULUM DEVELOPMENT		\$ 10,000		
SOFTWARE RENTAL		\$ 150		
LICENSURE		\$ 2,400		
TOTAL CONTRACTED SERVICES			\$	18,590
TOTAL BUDGET	\$ 9,250	\$ 54,456	\$	93,706

SKYLINE COLLEGE AIRPORT INDUSTRY DISLOCATED WORKER PROJECT

September 1, 2002 - June 30, 2003

BUDGET REVISION (JUNE 4, 2003)



CERTIFICATED STAFFING

DIRECTOR OF CAREER PATHWAYS INITIATIVE (CPI)	\$	61,723
CURRICULUM, COORDINATION AND INSTRUCTION	\$	74,490
COUNSELING FACULTY:		
PADRON	\$	15,887
SCHMIDT- FONSECA	\$	37,227

TOTAL CERTIFICATED SALARIES and BENEFITS \$ 189,327

CLASSIFIED STAFF

CLASSIFIED SITE COORDINATOR	\$	34,334
CLASSIFIED ACCOUNTING TECHNICIAN	\$	17,512

TOTAL CLASSIFIED STAFF and BENEFITS \$ 51,846

TOTAL SALARIES and BENEFITS \$ 241,173

MATERIALS

BOOKS	\$	20,029
FEES	\$	10,551
ADMINISTRATIVE AND INSTRUCTIONAL SUPPLIES	\$	16,762
ASSESSMENTS	\$	7,534

TOTAL MATERIALS \$ 54,876

OPERATING EXPENSES

RENT	\$	400
PHONE, FAX, T1 line installation	\$	5,410

TOTAL OPERATING EXPENSES \$ 5,810

CONTRACTED SERVICES

DRUG TESTING	\$	1,260
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TOTAL CONTRACTED SERVICES \$ 1,260

EQUIPMENT

LAB INSTRUCTIONAL EQUIPMENT	\$	23,175
These equipment items include purchase of materials valued at a unit cost less than \$5000 including incubator lab lines, conductivity meter electrodes, minivisionary camera system accessories		

TOTAL EQUIPMENT \$ 23,175

TOTAL BUDGET \$ 326,294 \$ 326,294

Program Specific Requirements and General Provisions

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 displacement 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 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 experience 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 limited in length and shall be 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.

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 under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act.
- 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 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.

Section 17: Termination for Cause

The County has the right to withdraw from this Agreement if it is determined that Contractor has breached any section of this Agreement.

**SAN MATEO COUNTY
MEMORANDUM**

DATE: 9/9/02

TO: Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163

FROM: Deborah Jaeger
FAX: (650) 596-3478 PONY: HSA210

SUBJECT: Contract Insurance Approval

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Community College District

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?:

No

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: More than 1

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Employment and training services

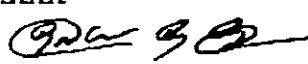
The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$ 5m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$ 5m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	\$ Statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS: The amount of this Agreement is \$420,000 and will be paid from the Governor's Discretionary Fund.

Priscilla Morse
Risk Management Signature

12-9-02
Date

SWACC		CERTIFICATE OF COVERAGE			ISSUE DATE 06/24/03
ADMINISTRATOR: Keenan & Associates 97 South 2nd Street, Suite 300 San Jose, CA 95113		LICENSE # 0451271	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 COVERAGES AFFORDED BY THE COVERAGE DOCUMENTS BELOW.		
COVERED PARTY: BAY AREA CCD JPA San Mateo Co. Community College Dist. 3401 CSM Drive San Mateo, CA 94402 ATTN:		ENTITIES AFFORDING COVERAGE ENTITY A Statewide Assoc. of Community Colleges			
THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE 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 COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS, AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.					
ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE / EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS <input type="checkbox"/>	SWC009019	07/01/03 07/01/04	\$100,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	SWC009019	07/01/03 07/01/04	\$100,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 5,000,000
A	PROPERTY ALL RISK EXCLUDES EARTHQUAKE & FLOOD	SWC009019	07/01/03 07/01/04	\$250,000	\$ 150,000,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	SWC009019	07/01/03 07/01/04	\$5,000	\$ Included EACH OCCURRENCE
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL PROVISIONS: Partnership between Skyline and County of San Mateo for the Airport project.					
CERTIFICATE HOLDER: County of San Mateo 400 Harbor Blvd Building B Belmont, CA 94002 ATTN:			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/ JPA WILL ENDORSE TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. FOR FAILURE TO MAIL SUCH NOTICE, THE INSURER SHALL BE RESPONSIBLE FOR ANY AND ALL LOSSES AND DAMAGES AGENTS OR REPRESENTATIVES:  AUTHORIZED REPRESENTATIVE		

STATEWIDE ASSOCIATION OF COMMUNITY COLLEGES

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
San Mateo Co. Community College Dist.	SWC009019	KEENAN & ASSOCIATES

Subject to all its terms, conditions, exclusions and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party:

County of San Mateo
 400 Harbor Blvd Building B
 Belmont, CA 94002

As Respects:

Partnership between Skyline and County of San Mateo for the Airport project.



Authorized Representative

PIPS

CERTIFICATE OF COVERAGE

ISSUE DATE (MM/DD/YY)

7/21/2003

ADMINISTRATOR

Keenan & Associates
97 South 2nd Street, Suite 300
San Jose, CA 95113

License #0451271

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 COVERAGE DOCUMENTS OF COVERAGE BELOW.

ENTITIES AFFORDING COVERAGE

COVERED PARTY

San Mateo Co. Community College Dist.
3401 CSM Drive
San Mateo, CA 94402

Suki Chang

ENTITY A: Protected Insurance Program for Schools

ENTITY B:

ENTITY E:

COVERAGES

THE COVERAGES LISTED BELOW ARE AFFORDED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMITS		
					WC STATUTORY LIMITS	<input checked="" type="checkbox"/> OTHER	*See Special Provisions Below
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	PIPS 00115	07/01/03 12:00 AM	06/30/04 11:59 PM			
					E.L. EACH ACCIDENT		\$ 1,000,000.00
					E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000.00
	OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS

*10 days Notice of Cancellation for non-payment of premium applies.

Partnership between Skyline and County of San Mateo for the Airport project.

* Subject to terms and conditions of the Memorandum of Coverage

CERTIFICATE HOLDER

ADDITIONAL COVERED PARTY; ENTITY LETTER:

CANCELLATION

County of San Mateo
400 Harbor Blvd, Building B
Belmont, CA 94002

Attn:

Certificate #10

SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY WILL ENDEAVOR TO MAIL 30 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 ENTITY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

William J. Blane