

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

THIS SEVENTH 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 six previous occasions to add Comprehensive Year-Round Youth Services, to extend the term of the Agreement, to increase the amount of the Agreement, to reduce the funds from the One-Stop Career Center Services in Menlo Park for FY 2001-02, to support the expansion of the PeninsulaWorks One-Stop system, to increase services through the Jobs Now program and the One-Stop Career Center, to extend the Agreement for OICW, to offer a course in Medical Billing and Coding instructions and employability skills training targeted to dislocated workers, and to continue vocational training services for CalWORKs participants; and

WHEREAS, both parties wish to further amend the Agreement to extend the term of the Medical Billing and Coding instruction section of the Agreement.

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-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 revised 07/03 hereby replaces Exhibit A-5
Exhibit A-6:	Medical Billing and Coding Training Services revised 09/03 hereby replaces Exhibit A-6
Exhibit AA1	PeninsulaWorks Menlo Park Year 3 participant level and performance – Revised 07/03 and hereby replaces Exhibit AA1
Exhibit B	Payment schedule
Exhibit B-1	Budget Detail
Exhibit B-2:	PeninsulaWorks-Menlo Park Narrative and Budget revised 07/03 hereby replaces B-2
Exhibit B-3	Jobs Now Budget Detail revised 07/03 hereby replaces Exhibit B3

- Exhibit B4-1 OICW Youth Program Budget Justification revised 07/03 hereby replaces Exhibit B4-1
- Exhibit B4-2 OICW Youth Program Budget revised 07/03 hereby replaces Exhibit B4-3
- Exhibit B5: **Billing & Coding /Pharmacy Technician/CalWORKs Budget/Payment Terms revised 09/03 hereby replaces Exhibit B5**
- Exhibit C: Compliance with Section 504
- Exhibit D: Program Monitoring
- Exhibit E: Program Specific Requirements revised 07/03 hereby replaces Exhibit E
- Exhibit F-1: Key Terms With Definitions Used In Contract

2. Section 3: Maximum Amount, paragraph A is 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 is **increased by \$6,600 extending services for the Medical Billing and Coding course, \$6,600 for extending services to the Pharmacy Technician Services rendered under this Agreement is increased by a total of \$13,200, and shall not exceed \$3,143,738 for the contract term.**

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, November 5, 2002, June 24, 2003 and August 5, 2003 shall remain in effect.

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

COUNTY OF SAN MATEO

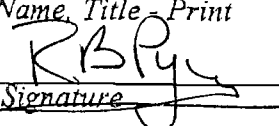
By: _____
Mark Church, President
Board of Supervisors, County of San Mateo

Date: _____
 Opportunities Industrialization
 Center West, Inc.: _____
Contractor - Print Name

ATTEST:

 Clerk of Said Board

Date: _____

Russell Pyne, Chairman
 Name, Title - Print


Signature

OPPORTUNITIES INDUSTRIALIZATION CENTER-WEST

The Contractor will provide the following services:

Medical Billing and Coding

Contractor will provide 160 hours (one cycle) of medical billing and coding instruction/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 before December 31, 2003.

Contractor also will provide recruitment, comprehensive assessment, books and materials, case management, job development and placement 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

Contractor staff will provide recruitment, comprehensive assessment, case management, job development and placement 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. Training, including externships, will be completed before December 31, 2003.

Opportunities Industrialization Center West Budget /Payment Schedule

	<u>Medical Billing</u> 7/1/03-12/31/03	<u>Pharmacy</u> Tech 7/1/03- 12/31/03	<u>Cal-Works</u> FY 2002-04	<u>Total</u> <u>Budget</u>
	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			
Job Developer 1/8 FTE	\$ 5,323	\$ 5,323		
Fringe Benefits @ 24%	\$ 9,077	\$ 1,277		
Total direct start up and admin. payroll expenses	\$ 47,697	\$ 5,248	\$ 6,600	\$ 59,545
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	\$ 51,405	\$ 25,350	\$ 40,000	\$ 122,003
Indirect Expense				
Indirect Costs - (Electrical/Building/Insurance etc.)	\$ 2,427			
Total Indirect Expense	\$ 2,427			\$ 2,427
Total Costs	\$ 53,832	\$ 5,248		
Total Project Cost	\$ 59,080	\$ 25,350	\$ 40,000	\$ 124,430
Cost per client, base on 20 per cycle:	\$ 2,954			

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 \$59,081, and Pharmacy Tech shall not exceed \$25,350.

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 \$124,431.

COUNTY OF SAN MATEO
MEMORANDUM

DATE: 05/08/02
 TO: Priscilla Harris Morse
 FROM: Deborah Jaeger, 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 PeninsulaWorks. 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.forn
 PONY EPS163

SUBMIT TO RISK MANAGEMENT
 OR

FAX 363-4864

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID DR OICW--1	DATE (MM/DD/YYYY) 07/24/03
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: The Travelers Indemnity Co. NAIC # 19038 INSURER B: State Compensation Insur Fund INSURER C: INSURER D: INSURER E:	

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.						
NSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	660740X2058	04/22/03	04/22/04	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> Employee Benefits				PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> Liquor Liability				GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COM/PROP AGG	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				Prof Liab	Included
A	AUTOMOBILE LIABILITY	8101305W762	04/22/03	04/22/04	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
A	EXCESS/UMBRELLA LIABILITY	CUP1381W814	04/22/03	04/22/04	EACH OCCURRENCE	\$ 1000000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 1000000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$10000					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	469281903	07/01/03	07/01/04	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1000000
	<i>If yes, describe under SPECIAL PROVISIONS below</i>				E.L. DISEASE - EA EMPLOYEE	\$ 1000000
	OTHER				E.L. DISEASE - POLICY LIMIT	\$ 1000000
A	Property Section	660740X2058	04/22/03	04/22/04	BPP	\$925,000
	Blanket Values	BUILDING \$4,371,000			BI/EE	\$3,300,000

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

Evidence of Coverage regarding "One Stop Services, Out of School/ In school youth provider" operations performed by Named Insured for Certificate Holder

*Except 10 days notice of cancellation for non payment of premium.

CERTIFICATE HOLDER County of San Mateo Dorothy Shavies, Mgt Analyst Employment & Training Admin 262 Harbor Blvd 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 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 INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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