

### county of Santa Cruz

#### **HUMAN RESOURCES AGENCY**

CECILIA ESPINOLA, ADMINISTRATOR
1000 EMELINE ST., SANTA CRUZ, CA 95060
(408) 454-4130 OR 4544045 FAX: (408) 454-4642

Agenda: February 9, 1999

January 14, 1999

BOARD OF SUPERVISORS County of Santa Cruz 701 Ocean Street Santa Cruz, CA 95060

#### APPROVAL OF JTPA CONTRACT MODIFICATION WITH ARBOR, INC.

Dear Members of the Board:

As you may recall, on August 4, 1998, your Board approved a contract with ARBOR, Inc. to provide On-the-Job Training (OJT) services for Program Year 1998/99. The contract with ARBOR, Inc. funded OJT for 50 economically disadvantaged adults and dislocated workers with Title IIA and Title III Job Training Partnership Act (JTPA) funds. On August 11, 1998, your Board approved the Welfare-to-Work Formula Grant Plan and accepted the associated revenue. OJT services for welfare-to-work participants were included in the plan.

The contract modification will allow ARBOR to expand their existing services to provide OJT to 10 welfare-to-work participants between February 1 and June 30, 1999. Participant referrals will come from the Human Resources Agency. There will be greater flexibility in the OJT design, duration and number to increase a participant's job skills, hourly wage, or employment benefits. The goal for participants is permanent unsubsidized employment which will increase self sufficiency and reduce cash aid.

Funds are available in the Job Training Partnership Act budget; there is no cost to the County. A copy of the contract amendment is on file with the Clerk of the Board.

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**BOARD OF SUPERVISORS** 

Agenda Date: February 9, 1999

Approval of JTPA Contract Modification with Arbor, Inc.

#### IT IS THEREFORE RECOMMENDED that your Board:

- 1. Approve the contract modification with ARBOR, Inc. for an additional \$43,202.00 of Formula Grant Welfare-to-Work funds for a total contract of \$272,587.00 to provide OJT services to welfare-to-work participants on file with the Clerk of the Board;
- 2. Authorize the Human Resources Agency Administrator to sign the contract amendment; and
- 3. Approve the attached AUD 74 transferring appropriations to fund the contract services.

Very truly yours,

Cecilia Espinole

Cecilia Espinola

Administrator

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**RECOMMENDED:** 

Susan Mauriello

County Administrative Officer

cc: Auditor Controller

ARBOR, Inc.

#### **COUNTY OF SANTA CRUZ**

REQUEST FOR TRANSFER OR REVISION
OF BUDGET APPROPRIATIONS AND/OR FUNDS

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AUD74 (REV 12/94)

Modification # 1 Date: 2-1-99

# 35

AMENDED County Depa Partnership A	rtment/Division: HUMAl	the COUNTY OF SANTA CRUZ  N RESOURCES AGENCY/CareerWorks (Job Training
Contra Addre	,	
to as to Control with the signate plan,	the County and Arbor, It actor agrees to operate the he provisions of this agreement sheet, the general protection cost plan, and attachromatical cost plan	red into by the County of Santa Cruz, hereinafter referred nc. hereinafter referred to as the Contractor. The e Job Training Partnership Act Program in accordance element. This Contract Amendment #1 consists of this povisions, the payment and special provisions, the training ments as required. Amended or new Ianguage is in bold eted language has strike outs.
Type Oblig of Tit	Amended of Contract: Fixed Unit I ation: Total cost to the J le IIA and \$119,724 of T	mmences July 1, 1998 and terminates on June 30, 1999.  contract commences on February 1, 1999.  Price:; Cost Reimbursement: X X  ob Training Partnership Act grant will not exceed \$109,661  itle III funds for a total of \$229,385.00; and \$43,202 of York for a total of \$272,587.00.
Modi: (1) (2)	previously obligated by Description of modific To provide On-the-Jo	increases -decreases -does not change the funds (\$\frac{\$\colong{6043a200}}{\$\colong{200}}\tal obligation of \$\frac{\$\colong{272,587.00}}{\$\colong{272,587.00}}\tag{ation}  b Training (OJT) to an additional 10 participants  Nork (CalWorks) program.
COUNTY (	NDED CONTRACT IS A OF SANTA CRUZ: ources Agency	APPROVED BY THE PARTIES HERETO:  CONTRACTOR: <b>ARBOR</b> , <b>Inc</b>
By:		By: Solmil Cos

(Signature) Date: 1/22/99 (Signature) Date: Cecilia Espinola, Administrator Gabriel Ross, Ph.D., President Approved as to form: 77%Title IIA: \$109,661.00 Index: 396000

Distribution:

EDWA Title III: 119,724.00

County Counsel

**FGWtW:** 43,202.00 TOTAL: \$272587.00 TOTAL: Auditor Controller

Human Resources Agency CareerWorks Contractor

#### Formula Grant WtW Training Plan

#### 1. <u>Planned Performance</u>

Name of Contractor: Associates for Research and Behavior/ARBOR Inc. JTPA title/activity: Formula Grant Welfare to Work (FGWtW) Modality

Program name: **Employer Based OJT** 

#### la. <u>Planned Outcome **Summary** for **FGWtW**</u>

Planned Number of Enrollees: 10

Planned Number Placements 6 rate 62%

Number Training Related Placements 6 rate 100%

Average wage upon placement \$5.75

Average Employer Reimbursement per OJT Contract <u>\$1,295</u>

Planned Employment Rate at 90 day Follow-up 70%

Planned 13 week Adult Follow-up Average Weekly Earnings \$NA

Planned Follow-up Response Rate 70%

Job Retention at 6 months 70%

Average weekly wage after six months \$244

Average wage after six month iob retention \$6.10 with increase of 10%

Total program cost \$43,202

Cost/participant \$4,320

Cost/placement \$7.200

#### 2. Narrative

The Contractor will expand the currently contracted OJT program to serve 10 participants using FGWtW funding. All OJT contracts will begin between February 1, 1999 and June 30, 1999. OJT's will be designed to balance the emulover's request with the participant's training needs and interests for skill development which will enhance entry into the iob market.

- There is no limit on the number of OJT contracts a participant can have and the OJTs can be in sequence.
- The working hours can be less than 8 hours a day based upon employer's approval.
- An extension in OJT time can be approved (past six months) based upon the employer, participant, Contractor, and case manger's assessment of need and projected positive outcome.

Initials: Contractor county

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 Participants can be carried over into the next program year as specified in a Transition Plan.

It is expected that participants will transition into unsubsidized employment, enter another OJT or he referred to CareerWorks based upon the recommendation of the particip Ninety ade manager immediately upon completion of their OJT. y retention of participants will be measured by September 30, 1999. Contractor will provide employment follow up services for six months in coordination with CareerWorks. If contract funds are available to serve additional participants, additional enrollments above the 10 can be done..

All OJT activity conducted under training programs hereunder shall be implemented and operated in full compliance with the <u>County OJT Manual</u> dated June 1995, any subsequent revisions to Manual, and all updated procedures as provided in writing by the County or at staff training/information sessions offered by the County.

Employers with whom OJT contracts are written will be reimbursed for extraordinary costs associated with training at a rate not to exceed 50 percent of a participant's wages during the OJT contract period(s). All skill training will be provided by the employer as specified in the OJT contract. Training sequences will vary from occupation to occupation and are individualized for each participant. The Standard Vocational Preparation (SVP) code and the participant's education and work history will be used as a guide in determining the length of each participant's OJT contract. The length of training time shall not be less than 240 hours and shall not exceed six (6) IL--""---training is longer than six months. OJT contracts will be for part time or full-time employment (30 hours or more per week) depending upon the participant. Contractor will submit all OJT contracts to County for review and approval. At a minimum there will be an interval of two full working days from submission to CareerWorks Administration and the planned start date of the OJT contract.

Contracts will be written with employers that have not been seriously deficient in their conduct of or participation in any U.S. Department of Labor program, State of California, or Santa Cruz County Employment and Training program. Health and safety standards established under state and federal law, otherwise applicable to working conditions of employees, shall be equally applicable to working conditions of participants. To the extent that a State Workers' Compensation law is applicable, benefits in accordance with such law shall be available with respect to injuries suffered by participants. All participants shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. For unionized employers, compliance with collective bargaining agreements will be observed and signatures of concurrence obtained.

#### 3. <u>Targeted OJT Job Titles</u>

Job Title	*Average Wage
Automotive Mechanics	\$8.50
Cook - Short Order	\$6.00
Bookkeeping, Accounting Clerks	\$8.00
Gardeners, Ground keepers	\$8.00
Receptionists, Information Clerks	\$7.00
Secretaries, General	\$7.62

<sup>\*</sup> The average wage is from Santa Cruz County Labor Market Information.

Other occupational categories shall be deemed appropriate based on elements outlined in the CareerWorks' OJT Manual, Section 5, and as approved by CareerWorks Administration. OJT contracts are not authorized for jobs that pay on a commission/incentive basis or a piece rate basis.

4. Participant Selection: The CareerWorks' Service Centers in coordination and cooperation with the Contractor, shall recruit and refer all applicants for this Employer Based OJT Training program. All tools used for applicant screening are subject to prior approval by the Contract Analyst. All applicants shall be certified as JTPA eligible by a CareerWorks Service Center. An eligibility is completed when all applicant financial and other required information is received and verified. Selection of participants for the training program is the joint responsibility of the Contractor and CareerWorks staff. CareerWorks' staff will enroll participants referred to Contractor in Objective Assessment and Contractor's staff will complete OJT enrollment, termination and placement forms. The Service Delivery Area's goals of service to significant segments and target groups, Attachment A, shall be a primary consideration in the selection process. All applicants must be at least 18 22 years of age at eligibility determination.

<u>FGWtW</u>: Not less than <u>70%</u> of enrollments into the program must have <u>one or more</u> of the following <u>HARD-TO-EMPLOY</u> characteristics as determined by the County at eligibility determination.

- 1. <u>Long-term welfare deuendency:</u>
  - a. 30 months or more of consecutive or cumulative benefits; or
  - b. Within 12 months of the time limits for benefits;

#### and two of the next three requirements:

c. High school dropout, with low reading and math skills;

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- d. Require substance abuse treatment to become employed;
- e. Poor work history.
- 2. A non-custodial parent of a minor child whose custodial parent meets the above criteria.
- 3. Individuals who have reached the federal five vear lifetime limit on aid or the California imposed limit.

A maximum of 30% of the funds will be used for other CalWorks recepients or eligible non-custodial parents as defined below:

- 1. Non-custodial parent of a minor child whose custodial parent or minor child is receiving TANF aid and the non custodial parent has characteristics of number 3 below; or
- 2. Former CalWorks recipients who have reached the State imposed durational limit on aid; or
- 3. Other recipients: dropouts, pregnant teens, who demonstrate characteristics of long-term welfare dependency.

#### And any of the following characteristics:

- Limited English proficiency.
- Physical and mental disabilities.
- Offender.
- Coordination and recruitment of applicants by the Contractor, will be done in cooperation with CareerWorks, will include but not be limited to maintaining contact with the Department of Rehabilitation, Community Resources for the Disabled, Department of Veterans Affairs, Human Resources Agency CalWorks, and the Employment Development Department. Outreach and recruitment tools to be developed by the Contractor include posters and fliers, newspaper advertisements, and brochures highlighting services and marketing the Job and Career Seminar. The Contractor's marketing strategy will promote the benefits of training and will include information on the availability of services and programs as well as eligibility criteria for Santa Cruz County. Promotional materials must have prior approval by Contract Analyst, include the statement "funded by the Santa Cruz Private Industry Council", and contain language consistent with the Americans with Disabilities Act requirements. CareerWorks will promote OJT employment training opportunities in the weekly applicant orientations, and refer all participants assessed as appropriate for OJT to the Contractor.

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Outreach to employers (**private and public**) by the Contractor will include but not be limited to program fliers; announcements; newsletters, advertisements; telephone contacts; and site visits to potential employers. The Contractor will undertake extensive outreach and recruitment efforts, including advertising in the local papers; hosting an Open House for employers, community groups, and interested individuals; making public service announcements; and establishment of an Employer Advisory Team comprised of representatives from government, business and industry. Promotional materials will include the statement "funded by the Santa Cruz County Private Industry Council." Contractor is required to obtain Contract Analyst approval prior to distribution of brochures, fliers, public service announcement and other news releases.

• <u>Ineligible Participants</u>: The CareerWorks Intake unit performs eligibility verification of all applicants prior to enrollment in CareerWorks funded services. If a participant is determined ineligible for JTPA services after referral to a program, the ineligible participant's program termination will not be counted in Contractor performance statistics. Vacated slots may be refilled only if the vacancy resulted from a CareerWorks eligibility procedure and if funding is available.

#### 7. <u>Summary of Training Objectives</u>:

#### A. <u>Participant Referral</u>

Applicants referred to CareerWorks by the Contractor will be required to complete an objective assessment and to develop an Individual Service Strategy (ISS). Contractor will refer participants directly to the assigned intake/eligibility worker. If it is determined at assessment that OJT is an appropriate activity for the applicant, CareerWorks will refer the applicant to the Contractor for job search/job development activities. CareerWorks will inform the Contractor if the assessment results indicate that OJT will not be an appropriate activity.

CareerWorks will iefer the applicant to the Contractor for OJT services accompanied by assessment results and copies of the pertinent ISS pages which will include much of the information required to provide job search/job development activities. The ISS may include the following information:

- personal information (with participants signed release)
- . educational history
- financial situation as it relates to employment goals
- employment history
- . employability
- short and long term employment goals

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• physical accommodations related to employment needs

#### B. Job Search Activities

Contractor shall provide each participant referred by CareerWorks with active assistance in seeking OJT training and employment to include a Job and Career Seminar and Job Club. In coordination with the case manager, the contractor shall determine whether the participant needs the Job and Career Seminar or could go directly to **Job Club.** The open-entry/open-exit seminars will each be three days, five and one-half hours per day, and will include segments on: job coping and keeping skills, resume preparation, interviewing techniques, motivation and self-esteem building, how to work with others, conflict resolution, and related topics. Upon completion, participants will enter the Job Club. Participants will attend the structured Job Club for twenty(20)hours per week for up to four (4) weeks. The goal of Job Club is job placement. Specific activities of the Job Club will include: individualized job placement activities including one-on-one contact with the Job Developer; interviewing techniques; role playing in preparation for meeting with prospective employers; workshops; and, peer-to-peer support groups. Job referrals will be related to the participant's goal as noted on the participant's ISS. Contractor shall document in the ISS all skills attained in the seminar and job club, maintain a log of jobs developed, job referrals and the results of referrals. One-on-one iob development services and support will be provided to find the participant an OJT. If the participant needs more iob readiness skills based upon Contractor's assessment with the case manager, the participant could be referred to CareerWorks or CalWorks for additional skill development.

Contractor shall also use established job placement activities, work in concert with local EDD offices, and maintain contact with network of community employment programs and agencies.

If the participant is not placed at completion of Job Club, Contractor and CareerWorks staff will participate in case conferences to identify problems, barriers to employment and modify the participant's ISS, if necessary.

Contractor will maintain individual participant case files and make the files available to and open for inspection by appropriate County, State and Federal staff upon request.

#### C. <u>Selection of Employers/OJT Slot Development</u>

The Contractor will seek to identify and work closely with successful employers <u>in the</u> <u>public and private sector</u> that offer outstanding employment opportunities including established company sponsored training. benefits, promotional opportunities and stable

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employment. Employer screening will be accomplished through on-site interviews with company representatives. Selection for an OJT contract requires that employers shall have:

- 1. federal and state tax identification numbers;
- 2. workers' compensation insurance;
- 3. reasonable business history and business license;
- 4. identifiable job with corresponding equipment, materials and supervision to perform the training;
- 5. ability to commit to skill training outline;
- 6. ability to enhance marketable skills of OJT employee;
- 7. ability to support assurances of OJT contract;
- 8. ability to transition the OJT employee into permanent (more than six months) unsubsidized employment upon completion of training;
- 9. accounting system that allows for tracking of OJT employee salaries and invoicing procedures; and
- 10. a past performance with OJT contracting (if applicable) that did not indicate serious deficiencies in their ability to train and transition participants.

Contractor must select employers who provide training in identified skills rather than simple employment. Contractor should select employers that train participants in skills which are transferable to other jobs.

The Contractor will be responsible for assuring that the:

- 1. OJT contract is well matched to the participant's occupational interest.
- 2. OJT placements are matched to the participant's required working conditions.
- 3. OJT position is matched to the participant's financial situation.
- 4. OJT training is well matched to the skills the participant needs to acquire in order to continue in on-going unsubsidized employment.
- 5. Possible additional OJT positions are planned with the participant and Case Manger based on the participants improving skills, for higher pay, and for a better match of skill and interest to the iob market.

Specific OJT prerequisites are established by individual employers. Basic levels of math and reading may be required for specific occupations. Individuals who have some aptitude for a specific occupation can be placed into an OJT even though they lack the basic education. See Appendix A of the OJT Manual for a complete description of employer selection consideration.

#### D. <u>Case Management will be coordinated with CareerWorks</u>

Contractor will provide case management services <u>in coordination with CareerWork's</u> <u>Case Manager</u> throughout each participant's training, for the follow-up period of 90 days after termination, <u>and extending to six months after termination</u>. This function includes:

- Training site visits;
- · Contact with participants during crucial training, start-up and wind-down periods;
- Participant completing a "Work Site Customer Satisfaction Survey" biweekly which will be reviewed with the Case Manager.
- <u>Requesting and arranging in coordination with the Case Manger</u> for any other services <u>which would increase iob retention and for those services</u> indicated in the ISS:
- Facilitating participant problem resolution in coordination with the Case Manager;
- Completing all <u>FGWtW</u> MIS documents that track the participant while enrolled in the program, through the 90 day follow-up period and through the six month follow up period;
- Planning and coordinating with CareerWorks and tracking the post OJT services to enhance iob retention.

Contractor will monitor OJT training participants <u>according to the case management</u> <u>plan or at a minimum of</u> every two weeks for the duration of the OJT. Information documenting results of monitoring will be kept by Contractor in the participant's file. When a participant terminates from OJT and is not employed, Contractor will develop a job search strategy for the 90 day services period that follows training completion <u>in</u> coordination with the Case Manager.

#### E. Follow-up

The Contractor will provide post termination follow-up <u>according to the case</u> <u>management plan in coordination with CareerWorks at a minimum</u> bi-weekly for all participants terminating from OJT contracts. Contact can be in the form of personal or telephone contact with the participant and should be documented in the participant's file. In order to receive retention credit and associated payments Contractor must contact CareerWorks intake worker with any changes in participant phone numbers or address. CareerWorks intake worker will submit Client Record Change (Form JTPA 60ERZ) to the MIS unit noting any phone or address changes that occur during the 13 week period following termination.

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For participants entering employment directly from the OJT, the Contractor and participant will develop goals and objectives for the ensuing 90 days. These goals and objectives will be documented in the participant's ISS.

#### 8. <u>Program Staffing/Resources</u>

A. <u>Staff Resources</u>: To provide an adequate service staff to participant ratio which may increase the number of staff during periods of increased program activity. The staff will meet the minimum qualifications and be capable of serving monolingual Spanish participants.

Project Director - <u>February 1</u> to June 30, 1999: <u>.25 FTE</u>. Employment Consultant(s): <u>4 at .20 FTE</u> (Job Developer) - <u>February 1</u> to June 30, 1999, <u>.80 FTE</u>.

Customer Service Reuresentative -February 1, 1999 to June 30, 1999: .20 FTE

A request in writing from the Contractor to change the program staffing may be approved by Career Works.

- B. <u>Facilities</u>: Services will be provided in coordination with the three One Stop Career Centers in Watsonville, Capitola, and Santa Cruz, Monday through Friday, July 1, 1998 through June 30, 1999.
- 9. <u>Monitoring</u>: Contractor shall comply with Section 8 of the OJT Manual regarding monitoring policies and procedures applicable to this agreement.
- A. <u>OJT Site Monitoring</u>: Bi-weekly the Contractor will monitor each contract with an OJT employer to assure the validity and propriety of amounts claimed for reimbursement, that they are substantiated by payroll and time and attendance records, and that training is being provided as specified in the contract. Monitoring must precede submission of claims for employer reimbursement, and be accompanied by JTPA Form 88 as described below.

During the bi-weekly employer visit, discussion with the employer and participant will be held concerning participant's progress in meeting training objectives as outlined in the OJT contract; Item II Training Objectives. An OJT Monthly Progress Report, JTPA Form 88, will be prepared, discussed, and signed by the participant's supervisor AND the participant. A copy of the OJT Monthly Progress Report, will be maintained by Contractor in each participant's file and a copy submitted with Form JTPA 72, Invoice for Contractor Reimbursement for OJT Services Rendered. The Monthly Progress Report

will be used as a basis for discussion and documenting the participant's progress, areas needing improvement and resolution of any problems. The report will be reviewed with the Case Manager at a minimum monthly and more freauently, if warranted.

Individual participant counseling notes will be maintained in each participant's file, documenting dates and results of site visits and other contacts. A "Worksite Customer Satisfaction Survey" will be completed. The survey information will be assessed with the Case Manager.

#### B. <u>Contract Compliance Monitoring</u>;

Monitoring will be conducted by CareerWorks to determine if management, administration and implementation of all the terms and conditions of this Contract are being performed in a manner satisfactory to the County. Monitoring will occur at least twice per program year and monitoring reports will be provided to the Contractor. In the event that the County determines the Contractor's performance to be unsatisfactory, the County may act in its own best interest including, but not limited to:

- Requiring corrective action within specific time frames;
- Withholding payments;
- Disallowing inappropriate claims, payments, or costs;
- Deobligating Contract funds; or
- Terminating or suspending this Contract
- 10. Reporting: The Contractor shall be required to submit to the contract analyst a quarterly progress report for the Employer Based OJT FGWtW modality. The information provided in this report will be incorporated into a report of program progress provided to the Santa Cruz County Private Industry Council (PIC). The report shall be due on the tenth of the month following the end of the quarter and shall include cumulative information through the end of the report period as follows:
  - 1. Plan versus actual, enrollments, terminations, placements, training related placements, average wage at placement, utilizing MIS information.
  - 2. For OJT contractors, names of contracted employers, the occupation trained for with each employer, planned OJT duration and wage.
  - 3. Any problems encountered and corrective action planned to resolve such problems. Succeeding quarterly reports shall include an update on the resolution of noted problem areas.

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4. Data on the number of participants who get direct placement employment prior to the initiation of their OJT contract implementation; and data on the number of participants who are bilingual Spanish/English and monolingual Spanish.

A designated representative of the Contractor may be required to attend PIC meetings in order to respond to Council inquiries regarding progress reports or achievements and noteworthy accomplishments. The contract analyst shall notify contractor in advance if attendance will be necessary.

#### 11. <u>Service Plan Program Year 1998/99</u>: **Employer Based OJT- FGWtW**

Month	7/98	8/98	9198	10/98	11/98	12/98	1/99	2/99	3/99	4/99	5199	6/99	7/99	8199	9/99
Cumulative Enrollments								1	2	4	7	10	10	10	10
In Training								1	2	4	7	9	8	6	4
Exits In 90 Day Service Non-Culumlative)								0	0	0	0	0	0	0	0
Cumulative Terminations								0	0	0	0	0	0	0	0
A) Placements								0	0	0	0	1	2	4	6
[I] (Training Related)								0	0	0	0	0	0	1	1
B) Non-positive								0	0	0	0	0	0	0	0
Cumulative 90-day Retention								0	0	0	0	0	0	0	I

Monthly figures represent a plan for accomplishing the contracted service for this program. At the Contractor's written request, CareerWorks administration may give approval to change monthly planned goals. If outcome goals to be achieved by the contract end date remain the same a contract modification will not be required.

12. <u>Definitions: The FGWtW definitions and forms will be implemented for the Employer Based OJT modality. It is the resnonsibility of the contractor to utilize the definitions and forms as prescribed by CareerWorks, the State, and the U.S. Denartment of Labor.</u>

### A. <u>DEFINITION OF EMPLOYMENT FOR PERFORMANCE</u> STANDARDS

Participants who are working less than 20 hours a week may not be terminated under the "employed at termination" category.

#### B. ENROLLMENTS

Means an individual completing objective assessment who has, based on the results of objective assessment, been determined appropriate for OJT, and commences OJT activity in a County approved contract.

<u>Documentation</u>: Entered directly into CareerWorks' MIS tracking system as a result of submission by Contractor of enrollees Client Action Form (JTPA 60 El), no later then ten (10) calendar days following date of enrollment.

#### C. <u>EXITS (in 90 day services)</u>

Also referred to as "Completion Pending Other Action" means an individual who is no longer enrolled in, or receiving OJT training, is not yet terminated, and is receiving job search assistance not to exceed a single period of 90 days after last date of training (last day worked at OJT employer).

<u>Documentation</u>: Entered directly into CareerWorks' MIS tracking system as a result of submission by Contractor of enrollees Completion Notice Form (JTPA 60 E2), no later than ten (10) calendar days following the date of exit.

#### D. <u>PLACEMENT</u>

Means employment not supported in whole or in part by any government wage subsidy program; the first day of employment has occurred within 90 calendar days from the last documented day of training and is in a position offering 20 or more hours of paid work per week.

<u>Documentation</u>: Entered directly into CareerWorks MIS tracking system as a result of submission by Contractor of Completion Notice (E2) and Placement Information Notice Form (JTPA 60 E3).

#### E. TRAINING RELATED PLACEMENT

Means a job in the same occupation in which the participant was trained under OJT or a job encompassing the skills developed during the OJT.

1. If the participant completes OJT and is transitioned into unsubsidized employment by the OJT employer, the placement is training related.

- 2. If the participant completes the OJT or exits the OJT position prior to the planned end date and is hired within 90 calendar days of OJT exit by a different employer, a training related placement must meet the following conditions:
  - [a] Fifty-one percent of the contracted OJT hours must have been worked by the participant.
  - [b] The placement must comply with the definition of Training Related.
  - [c] JTPA Form 98, documenting compliance, must accompany submission of CareerWorks Confirmation Letter. Final determination will be made by the JTPA contract analyst on a case by case basis.

<u>Documentation</u>: Training Related, if applicable, is indicated on the Completion Notice Form (E2) and Placement Information Notice Form (E3).

#### E. <u>NON-POSITIVE TERMINATION</u>

Means a participant who was terminated with unsuccessful results (participant did not enter employment of more than 19 hours per week 90 days after completing training).

<u>Documentation</u>: Entered directly into CareerWorks MIS tracking system as a result of submission by Contractor of Completion Notice (E2) ten (10) calendar days following the date of termination.

#### F. 90 DAY RETENTION RATE

Means the total number of participants employed for a minimum of 90-days from placement date, divided by the total number of terminations.

<u>Documentation</u>: Form JTPA 60E4 Job Placement Follow-up submitted by Contractor.

#### 13. <u>Fiscal Provisions (See also Part II Contract Financial Provisions.)</u>

This Contract is a cost reimbursement method of payment. Total authorized payments under this Contract shall not exceed <u>FGWtW \$43,202</u> as set forth in the line item budget detail on the Budget Summary(s) (forms BF 2 of the Project Budget, Attachment II).

13.0 Contractor shall submit a <u>separate FGWtW</u> fiscal claim on a monthly or quarterly basis using forms and instructions provided by the County. Fiscal claims shall be received by the County CareerWorks Fiscal Unit no later than 30 days following the end of each month or quarter.

- A. On a quarterly basis, actual costs shall not exceed the planned **total** quarterly allocation and shall not exceed the projected allocation for the cost category of salaries and benefits, rent/utilities, fee, and OJT Reimbursement as detailed on budget Forms BF 7, 8, 9, 10, and 11. CareerWorks must give prior approval for any costs which would exceed the projected amounts. All other line item costs in excess of the quarterly amounts must have a written justification.
- B. The total cumulative to date payments shall not exceed by more than 20% the proportionate year to date total contract amount. Any claim which would be in excess of 20% requires a budget modification.
- C. Attached to the claim, the Contractor shall submit JTPA forms 72 Invoice for each Contractor Reimbursement for OJT Services Rendered in the claim period showing dates and hours worked by the OJT employee. The forms will be signed by the OJT employee, OJT employer and Contractor. All above referenced invoices for OJT services rendered will be totaled and submitted as directed. Payments to employers for OJT shall not exceed more than 50 percent of the wages paid by the employer to such participants, and payments in such amounts shall be deemed to be in compensation for the extraordinary cost associated with training participants and for the cost associated with the lower productivity of such participants.
- D. Information regarding all in-kind contributions made during the quarter must be included in the in-kind contribution (non-reimbursable) column. In-kind contributions will be monitored to assure that expenses are consistent with budgeted amounts.
- 13.1. A budget modification must be requested in writing by the Contractor and must be approved by CareerWorks for an adjustment of any line item amount over 20% set forth in Attachment II. Final budget modification requests must be received by June 1 and have prior approval by CareerWorks. Any budget modifications made shall not increase the total amount of the contract funds.
- 13.2 CareerWorks shall have the right to disapprove any expenditures made by the contractor which is not in accordance with the terms of the contract and adjust payments accordingly.

- 13.3 Contractors consistently out of compliance with the projected expenditure schedule may be subject to deobligation of funds **from** their contract and/or contract cancellation.
- 13.4 Fiscal records must provide a clear audit trail. All supporting documentation in contractor's files shall be annotated with a Cost Plan line item reference.

  Documentation of costs which are allocable to more than one line item and/or which are only partially allocable to the project budget shall be annotated with amounts allocated to each source.
- 13.5 All payments pursuant to this section shall be made after required records and forms have been submitted by the Contractor.
- 13.6 Contractor shall make a reasonable and good faith effort to meet or exceed the contract goals. If all payments under this contract are earned prior to the contract's end date, the Contractor shall nonetheless continue to devote full effort to providing services as outlined in the Training Plan.
- 13.7 Payments shall be made for the performance of services and duties as described in the Training Plan and subject to all other provisions of this contract.

#### 14. Performance Holdback:

The County shall reimburse the Contractor for its actual, and allowable cost incurred for services rendered, less a 15% total holdback pending attainment of placement and retention goals as follows:

A. Placement Holdback will be 70% of the total (15%) amount withheld, to be paid to Contractor as follows:

Placement Rate <u>or new OJT of 62%</u> or greater: 100% of holdback earned Placement Rate <u>or new OJT of 45% to 61%</u>: 80% of holdback earned Placement Rate or new OJT of 45% or below: 0

B. Retention Holdback for 90 day retention will be 30% of the total (15%) amount withheld, to be paid to Contractor as follows:

Retention Rate of 70% or greater: 100% of holdback earned Retention Rate of 60% to 69%: 80% of holdback earned

Retention Rate of 59% or below: 0

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If there are no placements for which retention will be completed by September 30, 1999, projected retention completion dates will be reported and the holdback will be paid. The retention rates will be tracked in any future negotiated contracts.

Contractor will invoice for placement and retention payments not later than <u>November 30, 1999</u>. The invoice will include verifiable enrollment, placement and retention documentation for each participant claimed.

### JTPA BUDGET **SUMMARY(Form** BFZ)

#### WELFARE TO WORK

i.			DIRECT TRAINING		TRAINING RELATED		TOTAL LINE		IN-KIND/MATCHING			
	ADMINIS	TRATION	SERVICES		SERV	ICES	ITEM REQUEST		CONTRIBUTIONS		PROGRAM TOTALS	
1	2	% o <b>%L</b> ine	4	% of Line	6	% o <b>7</b> Line	8	% oPLine	10	% offLine	12	% of Line
EXPENSE DESCRIPTION		Item (2/12)	Amount	Item (4/12)	Amount	Item (6/12)	Amount (2+4+6)	item (8/12)	Amount	Item (10/12)	Amount (8+10)	Item (9+11)
Personnel Salaries	\$1,528	8.85%	\$14,245	82.47%	\$0	0.00%	\$15,773	91.32%	\$1,500	8.68%	\$17,273	100.00%
Fringe Benefits	\$366	8.84%	<b>\$3,4</b> 15	82.47%	\$0	0.00%	\$3,781	91.31%	\$360	8,69%	\$4,143	100.00%
Rent/Utilities	\$0	0.00%	\$600	100.00%	\$0	0.00%	\$600	100.00%		0.00%	\$600	100.00%
Insurance	<u></u>	0.00%	\$100	100.00%	\$0	0.00%	\$100	100.00%		0.00%	\$100	100.00%
Communications		0.00%	\$350	100.00%	\$0	0.00%	\$350	100.00%		0.00%	\$350	100.00%
Equi pnent Purchases					1							
<u>Equipment Rental</u>		0.00%	\$600	100. 00%	\$0	0. 00%	\$600	100. 00%	\$0	0. 00%	\$600	100.00%
Supplies		0.00%	\$900	100.00%	\$0	0.00%	\$900	100.00%		0.00%	\$900	100.00%
<b>Participant</b> Wages												0.00%
Travel		0.00%	\$900	100.00%	\$0	0.00%	\$900	100.00%		0.00%	\$900	100.00%
Printing/Advertising		0.00%	\$500	100.00%	\$0	0.00%	\$500	100.00%		0.00%	\$500	100.00%
Audit Expense	\$400	100.00%	\$0	0.00%	\$0	0.00%	\$400	100.00%		0.00%	\$400	100. 00%
Other (Describe Each)							80				SO	0. 00%
Central Oper. @ 5%	\$115	6. 15%	6 <b>\$1,75</b> 5	93. 85%	\$0	0. 00%	6 <b>\$1,870</b>	100.00%		0. 00%	\$1, 870	100.00%
Fee (10% pro-rala)	\$241	6. 149	6 <b>\$3, 687</b>	93. 86%	\$0	0. 00%	\$3, 928	100. 00%		0. 00%	\$3, 928	100.00%
Equipment Maintenance			\$50	100.00%	\$0	0.00%	\$50	100. 00%		0. 00%	\$50	100.00%
Staff Training			\$250	100. 00%	SO	0.00%	\$250	100. 00%		0. 00%	\$250	100.00%
OJT Employer Reinb.		0.00%	\$12,950	100.00%		0.00%	\$12,950	100.00%		0.00%	<b>\$12, 950</b>	100.00%
Client Incentives		0. 00%	\$250	100. 00%	\$0	0. 00%	\$250	100.00%		0. 00%	\$250	100. 00%
Totals	\$2, 650	5.88%	\$40,552	89. 99%	\$0	0. 00%	<u>\$43,202</u>	95.87%	\$1,800	4.13%	\$45,062	100%

County Administrative Officer

Deputy Clerk

## COUNTY OF SANTA CRUZ REQUEST FORAPPROVALOF AGREEMENT

TO: Board of Supervisors County Administrative Officer County Counsel Auditor-Controller The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same. 1. Said agreement is between the <u>HUMAN RESOURCES AGENCY / JTPA</u> and Associates for Reeserch and Behavior / ARBOR Inc. One West 3rd St. (Media PA & Address) 2. The agreement will provide an increase in funding to provide Or,-The-Jcb training services to Welfare to Work participants in addition to Title IIA and TitleIII participants. 3. The agreement is needed because the county canrrovide the service. Period of the Aggreement is from Febuary 1, 1999 to June 30, 1999 5. Anticipated cost is \$ 272,587; (TitleIIA \$109.661: TitleIII \$119.724) (Fixed amount; Monthly rate; Not to exceed (Formula Grant Welfare to Work \$43,202) To increase funds to expand services. (Index#) 5104 (Subobject) 7. Appropriations are budgeted in \_\_\_\_\_396000 NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74 available and have been encumbered. Contract No. <u>C081294</u> Pending approval of AUD74 & 43-84 Linda Cho Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the \_ to execute the same on beholf of the \_ (Agency). Date 21/28 Remarks: Agreement approved as to form. Date Distribution: Bd. of Supv. . White State of California Auditor-Controller • Blue County of Santa Cruz County Counsel . Green . Co. Admin. Officer . Canary \_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, Auditor-Controller - Pink State of California do hereby certify that the foregoing request for approval of agreement was approved by Originating Dept. - Goldenrod said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered

in the minutes of said Board on

\_\_ 19 \_\_\_\_

\*To Orig. Dept. if rejected.