



County of Santa Cruz

HUMAN RESOURCES AGENCY

CECILIA ESPINOLA, ADMINISTRATOR

1000 EMELINE ST., SANTA CRUZ, CA 95060

(408) 454-4130 OR 454-4045 FAX: (409) 454-4842

July 26, 2000

Agenda: August 15, 2000

BOARD OF SUPERVISORS

County of Santa Cruz

701 Ocean Street

Santa Cruz, CA 95060

APPROVE CONTRACT FOR PY 2000/01 WITH ARBOR, INC. TO PROVIDE ADULT ON-THE-JOB TRAINING (OJT) SERVICES

Dear Members of the Board:

On June 22, 2000 the Interim Workforce Investment Board approved the funding recommendations for Program Year 2000/01 including the ARBOR contract for On-the-Job (OJT) services. The purpose of this letter is to seek your Board's approval of the contract with ARBOR and to authorize the Human Resource Agency Administrator to sign the contract.

The goal for OJT participants is permanent unsubsidized employment which will increase their economic self sufficiency. ARBOR will work with CareerWorks and the Workforce Santa Cruz County Career Center Consortium to transition services into compliance with the Workforce Investment Act (WIA). These services are 100% federally funded through WIA and there is no cost to the County.

Source of Funding/Targeted Population	Funding	Participants
Adult	\$112,956	25
Dislocated Workers	\$ 62,320	10
Formula Grant Welfare to Work	<u>\$ 49,470</u>	<u>10</u>
TOTAL	\$224,746	45

A copy of the contract is on file with the Clerk of the Board.

IT IS THEREFORE RECOMMENDED that your Board:

1. Approve the contract with ARBOR, Inc. for \$224,746.00 to provide adult OJT services on file with the Clerk of the Board; and
2. Authorize the Human Resources Agency Administrator to sign the contract.

Very truly yours,

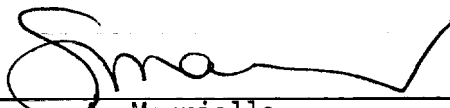


Cecilia Espinola
Administrator

CE:KZ:dal

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RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0247

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: Human Resources Agency/WIB (Dept.)
Diana J. Coy Sullivan (Signature) 8-3-00 (Date)

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 Human Resources Agency/Workforce Investment Board (Agency) 19063
and Associates for Research and Behavior/Arbor, Inc. One West 3rd St. Media, PA (Name & Address)
2. The agreement will provide on-the-job (OJT) training to Adult, Dislocated Worker, and Formula Grant
Welfare to Work participants.
3. The agreement is needed because the county does not provide the services.
4. Period of the agreement is from July 1 2000 to June 30 2001
5. Anticipated cost is \$ 224,746.00 (Fixed amount; Monthly rate; Not to exceed)
(Adult \$ 112,956.00; Dislocated Worker \$ 63,320.00; FGWTW \$ 49,470.00)
6. Remarks: On the 2000/01 Continuing Agreement Tier
7. Appropriations are budgeted in 3921000 (Index#)(Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. 6001294 Date 7/31/00
are not will be

GARY A. KNUTSON, Auditor - Controller
By Ronald J. Silver Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the
to execute the same on behalf of the

(Agency).

Remarks:

(Analyst)

County Administrative Officer
By [Signature] Date 8/3/00

Agreement approved as to form. Date

Distribution:

Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - GREEN
Co. Admin. Officer - Conroy
Auditor-Controller - Pink
Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss

I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order entered
in the minutes of said Board on _____

_____ 19 _____ By _____ Deputy Clerk

30

AGREEMENT between the COUNTY OF SANTA CRUZ

County Department/Division: HUMAN RESOURCES AGENCY/Workforce Investment Board and:
and:

Contractor: **ARBOR, Inc.**

Address: One West Third Street
Media, PA 19063

Telephone: 610-566-8700

This contract is entered into by the County of Santa Cruz, hereinafter referred to as the County and Arbor, Inc. hereinafter referred to as the Contractor. The Contractor agrees to operate the Workforce Investment Act Program in accordance with the provisions of this agreement. This Contract consists of this signature sheet and:

Exhibit A - General Provisions,

Exhibit B - Financial Management Requirements and Special Provisions

Exhibit C - Adult and Dislocated Worker Training Plan and Fiscal Provisions

Exhibit D - Formula Grant Welfare to Work Training Plan and Fiscal Provisions

Exhibit E - Budgets

Attachments - Certifications on Lobbying, Debarment, Drug Free Workplace

Term of Contract: Contract commences July 1, 2000 and terminates on June 30, 2001.

Type of Contract: Fixed Unit Price: _____; Cost Reimbursement: XX

Obligation: Total cost to the WIA grant will not exceed \$112,956 Adult, \$62,320 Dislocated Worker, and \$49,470 of Welfare to Work funds for a total of \$224,746.00.

Modification:

- (1) This modification increases ___ decreases ___ does not change the funds previously obligated by \$ _____ to a total obligation of \$ _____
- (2) Description of modification: _____

THIS CONTRACT IS APPROVED BY THE PARTIES HERETO:

COUNTY OF SANTA CRUZ:
Human Resources Agency

CONTRACTOR: **ARBOR, Inc**

By: _____

By: Gabriel Ross

(Signature) Date: _____

(Signature) Date: 8/1/00

Cecilia Espinola, Administrator

Gabriel Ross, Ph.D., President

Approved as to form:

Jane M. Scott

Assistant County Counsel

(Reserved for Clerk of the Board)

By: Janet K. [Signature] Index: 396000

Date: 8-4-2000

Adult: \$112,956.00

Dislocated Worker: 62,320.00

FGWtW: 49,470.00

TOTAL: \$224,746.00

Distribution:

Auditor Controller

Human Resources Agency

Workforce Investment Board

CareerWorks

Contractor

Exhibit A

GENERAL PROVISIONS1. Compliance

Contractor shall conduct its performance hereunder so as to comply with all applicable Federal, State, and local laws, regulations, guidelines, bulletins, and circulars issued which govern the operation of all **Workforce Investment Act (WIA)** programs; all federal regulations and Governor's policies and procedures issued pursuant to **WIA**; the Family Economic Security Act (FESA), California Unemployment Insurance Code, Section 15000 et. seq., to the extent permitted by federal law; all State regulations and Governor's policies and procedures issued pursuant to FESA; and any new legislation, regulation, policy and procedures which may replace FESA; and with the Americans with Disabilities Act, 1990. All documents specified in this Paragraph shall be made available by County to Contractor upon request.

2. Records Retention [County]

All records pertinent to this Contract, including but not limited to, financial, statistical, property, and participant records, and supporting documentation, shall be retained by the Contractor for a period of five (5) years after final payment under this Contract, or until a final audit report is accepted by County. Contractor's performance, place of business, and records pertaining to this contract are subject to monitoring, inspection, review and audit by representatives of the County, State and Federal governments. If the Contractor is unable to retain the necessary records for the required period, the Contractor shall transfer such records to County. Such records shall be transmitted to County for acceptance in an orderly fashion with documents properly labeled and filed, and in an acceptable condition for storage.

3. Program Monitoring Requirements

Contractor shall establish and maintain internal management procedures for the effective administration of this Contract, including provision to:

- a. Monitor day-to-day operations.
- b. Periodically review the performance of the program in relation to program goals and objectives, and compliance with **WIA**.
- c. Measure and evaluate the effectiveness and impact results in terms of participants, program activities, and the community.

4. Procurement Standards

Contractor shall comply with applicable county, state, and federal laws, and regulations governing the procurement of supplies, equipment, and other materials and services, and with requirements established by county, state, or U.S. Department of Labor for such procurements with contract funds. Each Contractor shall use its own procurement procedures which reflect applicable State and local laws and regulations, provided that the Contractor's procurement procedures also comply with the requirements of WIA Regulations. Each Contractor shall have written procedures for procurement transactions. Each Contractor shall maintain records sufficient to detail the significant history of a procurement.

Exhibit A

5. Property Management Requirements

Contractor shall comply with applicable requirements established by county, state or the U.S. Department of Labor governing the ownership, use, and disposition of **WIA** equipment and other property.

(a) Contractors that are governmental entities. Real property, equipment, supplies, and intangible property acquired or produced after July 1, 1993 by governmental entities with **WIA** funds shall be governed by the definitions and property requirements in the Department of Labor (DOL) regulations.

(b) Contractors that are non-governmental entities. Except as provided in paragraph (c) of this section, real and personal property, including intangible property, acquired or produced after July 1, 1993, by non-governmental entities with **WIA** funds shall be governed by the definitions and property management standards of OMB Circular A-110, as codified by administrative regulations of the Department of Labor.

(c) Special provisions for property acquired under contracts with commercial (private-for-profit) organizations.

(1) Scope. This paragraph (c) applies to real and personal property other than supplies that are acquired or produced after July 1, 1993, under a **WIA** contract with a commercial organization.

(2) Property acquired by commercial organizations. Title to property acquired or produced by a Contractor that is a commercial organization shall vest in the County. Property so acquired or produced shall be considered to be acquired or produced by the County and paragraph (a) or (b) of this section, as appropriate shall apply to that property.

(3) Approval for acquisition. A Contractor that is a commercial organization shall not acquire property subject to this section without the prior approval of the County.

6. Availability of Records

Contractor shall keep and make available for inspection by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.

7. Conflicts of Interest

Contractor promises and attests that the Contractor and any members of its staff and governing body shall avoid any actual, or potential conflicts of interest.

Exhibit A

8. Participant Rights

Contractor shall advise all WIA participants and prospective WIA participants in its programs operated hereunder of the existence of County's grievance procedure and of their rights and responsibilities upon receiving Contractor's services under this Contract. The Contractor agrees also to utilize those procedures established by the County for resolving all issues related to the WIA programs as described in the **WIA Final Rules**.

9. Confidentiality

Contractor agrees to comply and to require its officers, employees and agents to comply with all applicable County, State, or Federal statutes or regulations regarding confidentiality in the operation of WIA funded programs.

10. Indemnification for damages, taxes and contributions. [County]

Contractor shall exonerate, indemnify, defend, and hold harmless County (which for the purpose of paragraphs 15 and 17 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR's performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

11. Repayment of Funds [County]

Contractor shall indemnify County fully and completely for any request of repayment of WIA funds made by the State of California or U.S. Department of Labor.

12. Insurance [County]

CONTRACTOR, at its sole cost and expense, for the full term of this contract (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

Exhibit A

A. Types of Insurance and Minimum Limits

- [1] Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if CONTRACTOR has no employees and certifies to this fact by initialing here _____
- [2] CONTRACTOR'S vehicles used in the performance of this Contract, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 combined single limit per occurrence for bodily injury and property damage. This insurance shall not be required if vehicle use by Contractor is not a material part of performance of this contract and Contractor and County both certify to this fact by initialing here _____ / _____
- [3] Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including coverage for: [a] bodily injury, [b] personal injury, and [c] broad form property damage. Such insurance coverage shall include, without limitation:
 - (a) Contractual liability coverage adequate to meet the CONTRACTOR'S indemnification obligations under this Contract;
 - (b) A cross-liability or severability of interest clause.
- [4] To the extent that a State Workers' Compensation law is applicable, Workers' Compensation benefits in accordance with such law shall be provided with respect to injuries suffered by WIA participants. To the extent that such law is not applicable, CONTRACTOR shall secure adequate on-site medical and accident insurance that provides coverage for injuries suffered by participants.
- [5] Every officer, director, agent, or employee of CONTRACTOR who is authorized to act on behalf of Contractor for the purpose of receiving or depositing funds or issuing financial documents, checks, or other instruments of payments for cost hereunder shall provide a fidelity bond satisfactory to the Auditor-Controller to provide protection against loss up to \$100,000.00 or one-fourth the payment limit of this contract, whichever is the lower amount.

13. Other Insurance Provisions [County]

- [1] If any insurance coverage required in this Contract is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter "post agreement coverage") and any extensions thereof. Contractor may maintain the required post agreement

Exhibit A

- any extensions thereof. Contractor may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.
- [2] All required Automobile and Comprehensive or Commercial General Liability Insurance shall contain the following endorsement as a part of each policy:
- “The County of Santa Cruz, its **officials**, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz”.
- [3] All required insurance policies shall be endorsed to contain the following clause:
- “This insurance shall not be cancelled until after thirty (30) days prior written notice has been given to:
- Contract Analyst**, County of Santa Cruz Human Resources Agency, **Workforce Investment Board**, 1040 Emeline Street, Santa Cruz, CA 95060
- [4] CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Contract with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:
- Contract Analyst**, County of Santa Cruz Human Resources Agency, **Workforce Investment Board**, 1040 Emeline Street, Santa Cruz, CA 95060.

14. Subcontract and Assignment

Contractor shall not enter into subcontracts for any work contemplated under this Contract and shall not assign this Contract or monies without the prior written consent of the HRA Administrator or designee.

Exhibit A

15. Independent Contractor Status [County]

This Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

16. Modifications and Amendments

This Contract shall only be modified or amended by a written document executed by the parties hereto.

17. Choice of Law and Personal Jurisdiction [County]

This Contract is made in Santa Cruz County and shall be governed and construed in accordance with the laws of the State of California. Any action relating to this Contract shall be instituted and prosecuted in the courts of Santa Cruz County.

18. New or revised Federal and State Regulations

Should Federal or State regulations touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract shall be amended as needed to assure conformance with such Federal or State requirements.

19. Termination

This Contract may be terminated in whole or in part for any of the following circumstances:

a. Termination for Convenience - Either the County or the Contractor may request a termination for convenience, upon thirty-day advance written notice thereof to the other, or canceled immediately by written mutual consent.

b. Termination for Cause - The County, upon written notice to the Contractor, may immediately terminate this Contract, or any separable part performance under this Contract, should the Contractor fail to perform properly any of its obligations hereunder.

c. Cessation or Reduction of Funding. [County] Notwithstanding Paragraph 19a. above, in the event that Federal, State or other non-County funding for this contract ceases or is reduced, the County may immediately terminate this Contract without prior written notice to the Contractor. This contract may also require programmatic and funding changes due to new or revised legislative action. Any such changes which are necessary shall be incorporated into the contract. All funding provided by this contract is contingent on the availability of Federal funds and continued Federal authorization for program activities and is subject to amendment or termination due to lack of funds or authorization. In addition, the County may suspend or reduce its payment obligation to the Contractor for non-compliance with the terms and conditions of the Contract.

Exhibit A

20. Equal Employment Opportunity [County]

During and in relation to the performance of the contract, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, **creed**, religion, national origin, ancestry, disability, medical condition (cancer related **and genetic characteristics**), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Contract provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, **creed**, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related **and gender characteristics**), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 40 12) identifying the sex, race, handicap or disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

(3) In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 20B. to be inserted in all subcontracts for any work covered under this contract by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

Exhibit A

C. It will comply fully with the nondiscrimination and equal opportunity provisions of the **Workforce Investment Act**, as amended, including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 34. The United States has the right to seek judicial enforcement of this assurance. (29 CFR Part 34.20).

21. Notices [County]

All notices provided for by this Contract shall be in writing. Notices to the County shall be addressed to the Human Resources Agency, **Workforce Investment Board, 1040 Emeline Street, Santa Cruz, CA 95060**. Notices to the Contractor shall be addressed to the Contractor's address designated herein.

22. Assurances [County]

Subject to all other provisions of this Contract, Contractor assures and certifies that:

A. It possesses legal authority to enter into this Contract; a resolution, motion, or similar action has been duly adopted or passed as an official act of the Contractor's governing body, authorizing the execution of this Contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the authorized representative of the Contractor to execute this Contract.

B. It will not permit programs or activities funded or otherwise financially assisted in whole or in part under this contract to involve political activities, or to assist, promote, or deter union organizing.

C. It will not permit participants in programs funded under the terms of this contract to be employed on the construction, operation, or maintenance of so much of any facility which is used or to be used for religious instruction or as a place for religious worship.

D. It will comply with applicable regulations of the U.S. Department of Labor regarding payment of prevailing wage rates to all laborers and mechanics employed by Contractor or any subcontractor in any construction, alteration, or repair, including painting and decorating, of buildings or works assisted under this Contract, in accordance with the Davis-Bacon Act (40 U.S.C. 276a-276a-7) and will comply with the employment provisions set forth in 41 CFR 29-70.216-8(d), Subsections (1), (2), (3), and (4), which are incorporated herein by reference. Contractor will include substantially this assurance in every subcontract entered into under this Contract.

Exhibit A

E. No person or organization may charge an individual a fee for the placement or referral of such individual in or to a training program under the WIA.

F. No funds provided under this Act shall be used or proposed for use to encourage or induce the relocation, of an establishment or part thereof, that results in a loss of employment for any employee of such establishment at the original location.

23. Publications, Media Presentations [County]

The Contractor agrees that whenever information related to the program funded under this contract appears in the media or in publication, such publicity, whenever practical, will include the statement, "funded by the **Workforce Investment Board and the County Board of Supervisors.**" Contractor is required to obtain County approval prior to distribution of any program outreach materials including but not limited to brochures and flyers.

24. Contract Renewal

Renewal options will be considered at the discretion of the County, with concurrence by the contractor, and will be based on overall contract performance, including achievement of program performance goals, trainee characteristics, program management/administration, continued labor market demand, program design, cost factors, monitoring and audit reports, as well as program and service level requirements of the County. An adjustment to the program budget may be available when renewal options are considered.

25. Integrated Document [County]

This Contract and attachments hereto embody the total agreement between the County and Contractor for the provision of employment training services. No verbal agreements or conversation with any officer, agent, or employee of the County concerning the terms or conditions of this contract shall affect or modify any of the terms or obligations contained in any document comprising this Contract. Any such verbal agreement shall be considered as unofficial information, and in no way binding upon the County.

26. Contract Disputes

The Contractor agrees to first use administrative processes and negotiation in attempting to resolve disputes arising from this Contract prior to resorting to any other allowable remedy. The Contractor shall continue performance of the Contract activities during such dispute and shall immediately submit written request for informal review and consultation to the **Workforce Investment Board Director**. Should the dispute not be resolved at this level within thirty (30) calendar days of such request, the **Workforce Investment Board or a sub-Committee** shall review the disputed matter and, after consultation with the Program Director and the Contractor, shall resolve same, and such decision shall be rendered in writing and become binding to all parties. Nothing in this paragraph shall imply that the Contractor is prevented from appealing such decision pursuant to **WIA** regulations.

Exhibit A

27. Patent and Copyright Infringement

(a) The Contractor shall report to the County, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services expected to exceed \$25,000.

28. Reporting

Contractor shall complete State and County forms and reports including participant data, financial reporting and any contract progress or performance reports in accordance with County procedures and deadlines.

Exhibit B

FINANCIAL MANAGEMENT REQUIREMENTS

1. Contractor shall establish and maintain a financial management system that complies with federal and state requirements stipulated in **WIA Regulations** pertaining to standards for financial management. The financial management system shall provide fiscal control and accounting procedures sufficient to permit the tracing of expenditures to establish that funds have not been used in violation of any restrictions on their use. The financial management system shall provide for the control of cash and other resources to ensure that obligation and expenditure of funds and the use of property will be in accordance with the terms of the **WIA**.

The financial management system shall provide fiscal control and accounting procedures that are:

(1) In accordance with generally accepted accounting principles. Financial systems shall include:

- (i) Information pertaining to contract awards, obligations, unobligated balances, assets, expenditures, and income;
- (ii) Effective internal controls to safeguard assets and assure their proper use;
- (iii) A comparison of actual expenditures with budgeted amounts for each contract;
- (iv) Source documentation to support accounting records; and (v) Proper charging of costs and cost allocation; and

(2) Be sufficient to:

- (i) Permit preparation of required reports;
- (ii) Permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds;
- (iii) Permit the tracing of program income, potential stand-in costs and other funds that are allowable except for funding limitations as defined in the regulations; and
- (iv) Demonstrate compliance with the matching requirement pertaining to state education and coordination grants.

2. Program Income

Contractor shall comply with all program income requirements as prescribed by the U.S. Department of Labor and the County **WIA Program Income Policy**.

3. Payment Basis [County]

It is the intent of the parties hereto that the total payment to the Contractor for all services provided for County under this Contract, except those that may be specified as cost reimbursement, shall be for achievement of performance measures that are specified under this Contract.

Exhibit B

4. Payment Amounts [County]

The County shall reimburse the Contractor for its actual, reasonable, necessary and allowable costs incurred for services, rendered under the term of this contract. Total authorized payments under this contract shall not exceed the total amount specified on the signature sheet of this Agreement during the term of contract and as set forth in the line item budget detail on the Budget Summary (form BF 2 of the Project Budget, Attachment II). A request in writing by the Contractor for an adjustment of any line item amounts over 20% set forth in Attachment II must be approved by the County. Any adjustment made however, shall not have the effect of increasing the total amount of **WIA** funds specified on Form BF 2 of the Project Budget, Attachment II.

5. Payment Invoices [County]

Contractor shall submit written invoices and supporting documents in the manner and form prescribed by County. Contractor shall submit said invoices for payment for services rendered no later than thirty (30) days from the end of the month or report period in which said services are actually rendered or according to time frames specified in the expenditure schedule of this contract. Upon approval of said payment invoices by the Employment Training Programs Director or designee, County will make payments as specified in the Cost Plan.

6. Reporting In-Kind Contributions [County]

Contractor shall submit fiscal claims and expenditure reports utilizing forms and instructions provided by the County. Information regarding all in-kind contributions made during the quarter must be included in the in-kind contribution (non-reimbursable) column of the quarterly claim.

7. Final Contract Closeout [County]

Final Claims for payment must be filed no later than one calendar month following the termination of this contract and in no event shall County be obligated to honor or otherwise be liable for claims filed after **August 30, 2001**.

8. Meeting Contract Goals [County]

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.

9. Payments [County]

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. County shall reimburse the Contractor for its actual, reasonable, necessary and allowable costs incurred for services rendered each quarter.

Exhibit B

10. Right to Withhold [County]

County has the right to withhold payment to the Contractor when, in the opinion of the County, stated in writing to the Contractor, (a) the Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) the Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work, or records, (c) the Contractor has failed to sufficiently itemize, document or submit internally consistent demands for payment, (d) the Contractor has failed to submit timely payment invoices, (e) a final audit report identifies questioned costs or costs recommended for disallowance based on performance.

11. Records [County]

Contractor shall maintain on file at the Contractor's principal place of business true, orderly and accurate records to support expenditures and in-kind contributions. The County shall sample these records as a monitoring function. If problems are detected in the sample, payments to the Contractor may be suspended until a full reconciliation is completed. Financial information reported must be taken directly or linked by worksheet to books of original entry and traceable to source documents. Documentation to support reimbursement requests shall consist of canceled checks, invoices annotated with date paid, check number, payroll ledgers, and other evidence of cost.

12. Documentation [County]

All supporting documentation 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. Fiscal records must provide a clear audit trail.

13. Audits

Contractors receiving federal funds from any source of \$300,000 or more will be responsible for the procurement and conduct of an audit conducted on an annual basis. The audit must be in accordance with the Single Audit Act of 1984 and 1996 amendments, OMB Circular A-133 and other applicable regulations and directives of the Federal and State government. A statement of Functional Expenses separately identifying WIA expenses by WIA cost categories is to be prepared and included in the audit using the County of Santa Cruz fiscal year, July 1 through June 30. Audit reports are due to **Workforce Investment Board** no later than one year after the end of the contract year or July 1. The audit, including the Statement of Functional Expenses, shall report program outlays on an accrual basis. If the Contractor's accounting records are not normally kept on the accrual basis, the Contractor shall develop such accrual information through an analysis of the documentation on hand. For the purposes of audit materiality, the area of administrative expenditures shall be considered its own universe. When assessing both qualitative and quantitative materiality for administrative expenditures, on the financial statement and account balance level, materiality of errors or irregularities that may result from the misapplication of Generally Accepted Accounting Principles (GAAP), departures from fact, or omissions of

Exhibit B

necessary information shall be determined in comparison with administrative expenditures only, not total expenditures. Audits submitted that do not meet the aforementioned specifications will not meet the requirements of the Contract. In addition, the records of the Contractor may be audited by the County, State, or Federal Government offices.

14. Audit Exceptions

In addition to its obligation under Paragraph 11 (Audits), Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate County, State or Federal audit agencies occurring as a result of its performance of this Contract. Contractor also agrees to pay to the County the full amount of the County's liability, if any, to the State and/or Federal Government resulting from any audit exceptions, to the extent such are attributable to the Contractor's failure to perform properly any of its obligations under this Contract.

15. Deobligation [County]

The County may require an amendment to reduce the payment limits of this contract if it is determined by County that the Contractor need not or cannot expend the full amount of any part of payment limit herein, in order to fulfill its obligations hereunder. The decisions to deobligate will be based upon review of programmatic achievement and the comparison of actual levels of expenditures to the expenditure schedules contained in the Cost Plan incorporated herein. Amendments required under this provision are not subject to the conditions set forth in Section 16 of the General Provisions, such that the amendment need not be executed by the Contractor. The County shall notify the Contractor of such amendments.

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SPECIAL PROVISIONS FOR WIA PROGRAMS

Contractor shall establish and operate a training program under **WIA** funded titles in accordance with the following special provisions:

1. **Participant Eligibility Requirements**

All persons selected and enrolled by Contractor as participants shall meet the eligibility requirements set forth under **WIA**. Eligibility determination and verification shall be the responsibility of **CareerWorks**.

2. **Selection and Enrollment of Participants [County]**

All training positions established by this Contract shall be filled in the manner specified in Paragraph a, b, and c, below, and in accordance with the Training Plan, incorporated herein.

- A. County shall refer to Contractor persons certified as eligible and appropriate for training based on Contractor's written prerequisites/minimum requirements for entry into the training program. Results of the assessment as documented in the participant's **Career Plan** and the contracts entrance requirements shall determine applicant acceptability for available training slots under this contract. Such determination will, for each referred candidate, be completed and reported to the candidate and to County's Service Center staff no later than two (2) days following the applicant interview process. County may observe or monitor the applicant interview process.
- B. Contractor shall provide County's Center staff with written reasons for rejection of each referred person not accepted and enrolled into the training program for which he/she had been referred.
- C. Contractor shall adhere to the priority mechanism established by County to serve individuals most in need. Contractor shall ensure that enrollments into training programs under this Contract are generally consistent with demographic and other characteristic requirements set forth in the **WIA** Job Training Plan and its subparts for the **WIA** title under which this Contract is authorized.
- D. **Referrals from Contractor to County for additional assessment.** Each Contractor shall ensure that an eligible applicant who does not meet the enrollment requirements of its particular program or who cannot be served by its particular program shall be referred to the County for further assessment, as necessary, and suitable referral to other appropriate programs.

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3. Individualized Training-Support Services [County]

Contractor shall provide individualized training-support services to all participants in its training programs conducted hereunder as follows:

- a. Consultation with participants, as needed, regarding learning adjustment in Contractor's training program(s), personal attitudes toward the program, available services, and related matters pertinent to participants' progress in Contractor's program.
- b. Certification of the daily attendance of participants.
- c. Preparation of an individual monthly report of progress for each participant, and retention of said report at training facility or Contractor's office
- d. Referral of participants to said employment training specialist for needed supportive services, including transportation, childcare, or other available and appropriate services.

4. Hours of Training [County]

Contractor shall limit hours of required attendance for enrollees in each training program conducted hereunder to no more than forty (40) hours per week.

5. On-The-Job Training Activities [County]

On-the-Job Training (OJT) activity conducted under training programs hereunder shall be implemented and operated in full compliance with the County OJT Manual dated June 1995 and any subsequent revisions to Manual.

6. Maintenance of Effort

Contractor assures that services provided and funds received under this Contract will not supplant existing services or funds allocated for the same purpose.

7. Post Program Follow-up

Contractor agrees to meet all post program follow-up requirements as set forth in the **WIA**.

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OJT Training Plan for Adult and Dislocated WorkerName of Contractor: Associates for Research and Behavior/ARBOR Inc.WIA title/activity: Adult and Dislocated Worker On-the-Job Training (OJT)Program name: OJT for Economically Disadvantaged Adults and Dislocated Workers1. **PLANNED PERFORMANCE**1a. Planned Outcome Summary for AdultPlanned number of enrollees: 25Planned number placements: 19 rate 75%Number training related placements: 19 rate 100%Average wage upon placement: \$7.50Planned employment rate at 90 day follow-up: 13 rate 70%Planned follow-up response rate: 100%Plan retained in employment in 3rd Quarter after exit: 13 rate 70%*Wage increase of 10% at six month retention: 60%*Customer surveys rate service as satisfactory or better: 90%Total program cost: \$ 112,956Cost/participant: \$ 4,518Cost/placement: \$ 5,945Average employer reimbursement per OJT Contract: \$1,8421b. Planned Outcome Summary for Dislocated WorkerPlanned number of enrollees: 10Planned number placements: 8 rate 77%Number training related placements: 8 rate 100%Average wage upon placement: \$8.00Planned employment rate at 90 day follow-up: 7 rate 88%Planned follow-up response rate: 100%Plan retained in employment in 3rd Quarter after exit: 7 rate 88%*Wage increase of 10% at six month retention: 60%*Customer survey rates service as satisfactory or better: 90%Total program cost: \$ 62,320Cost/participant: \$ 6,232Cost/placement: \$ 7,790Average employer reimbursement per OJT Contract: \$ 2,500

* Includes direct placement of participants for whom Contractor provided job search and placement services and retention services.

Performance outcomes may be changed by written notification from County based on local Workforce Investment Board agreement with the State of California. Contractor shall work in good faith with CareerWorks and the Workforce Investment Board staff to transition services into WIA program, MIS, and fiscal requirements.

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2. Narrative

All OJT contracts are planned to begin between July 1, 2000 and March 31, 2001 and must end by November 30, 2001. OJT contracts will be written until June 30, 2001 to provide continuing service to participants. It is expected that participants will transition into unsubsidized employment immediately upon completion of their OJT. Ninety day retention is **planned for a minimum of 13 Adult and 7 Dislocated Workers**. If contract funds are available to serve additional participants, additional enrollments can be done with participants carried over into the next program year as specified in a Transition Plan.

The Contractor will implement and operate an OJT program serving **35 participants, 25 Adult and 10 Dislocated Workers**. All OJT activity conducted under training programs hereunder shall be implemented and operated in full compliance with **WIA regulations**, the County OJT Manual, 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. 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) months or 499 hours, if training is longer than six months. OJT contracts will be for full-time employment (30 hours or more per week). Contractor will submit all OJT contracts to County for review and approval. At a minimum Contractor will submit OJT contracts to the **Analyst** two full working days prior to the OJT contract start date.

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. Targeted OJT Job Titles: **The contractor will use the list of Demand Occupations in the Workforce Investment Act Five-Year Strategic Local Plan and salaries from the LMT data.** Other occupational categories shall be deemed appropriate based on elements outlined in the CareerWorks' OJT Manual, Section 5, and as approved by the **WIB**.

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OJT contracts are not authorized for jobs that pay on a commission/incentive basis or a piece rate basis.

4. **Participant Selection:** All applicants shall be certified as **WIA** eligible by a CareerWorks 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 in Registered Core Services and Intensive Services. **CareerWorks staff will refer eligible participants to Contractor.** All applicants must be at least **18** years of age at eligibility determination. The CareerWorks' Centers in cooperation with the Contractor, **may** recruit applicants for this training program. All tools used by **Contractor** for applicant screening are subject to prior approval by the **CareerWorks Analyst.**

Contractor's staff will complete **WIA training registration and exit forms.** Contractor will be informed of any other required forms including a placement form.

Priority for Adult services are established by the WIB and all changes will be communicated in writing to Contractor. The priority is:

1. **Residents of Santa Cruz County and income qualifications.**
 - **90% or more will be recipients of public assistance (TANF) or persons who have a gross annual income equal to 100% LLSIL or below.**
 - **10% or less will have gross annual incomes equal to 100% of LLSIL or below.**
2. **Youth between the ages of 18-21 who are residents of Santa Cruz County, if service as an adult is appropriate, with gross family annual income of 100% LLSIL or below.**

The LLSIL is the Lower Living Standard Income Level for Santa Cruz County published by Department of Labor.

Dislocated Worker: All enrollments must meet one of the following criteria.

1. Terminated, laid off, or given notice.
 2. Eligible for or exhausted unemployment benefits.
 3. Unlikely to return to previous industry or occupation.
 4. Closure of plant, facility, or business.
 5. Age barriers.
 6. Self employed without work due to economic conditions or disasters.
 7. **Displaced homemaker**
5. **Recruitment of applicants** by the Contractor, **if necessary, will be conducted** in cooperation with CareerWorks, **and** 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, and the Employment Development Department. Outreach and recruitment tools to be developed by the Contractor **may** include posters and fliers, newspaper advertisements, and brochures highlighting the services. The Contractor's

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recruitment 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 Workforce Investment Board **and the County Board of Supervisors**", and contain language consistent with the Americans with Disabilities Act requirements.

CareerWorks will promote OJT employment training opportunities in the **customer** orientations, and refer all participants assessed as appropriate for OJT to the Contractor.

Outreach to employers 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; and making public service announcements. Promotional materials will include the statement "funded by the Santa Cruz Workforce Investment Board **and the County Board of Supervisors.**" Contractor is required to obtain Contract Analyst approval prior to distribution of brochures, fliers, public service announcement and other news releases.

6. Ineligible Participants: The CareerWorks **staff** perform eligibility verification of all applicants prior to enrollment in **WIA** services. If a participant is determined ineligible for services after referral to a program, the ineligible participant's program **exit** 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. Summary of Training Objectives:

- A. Participant Referral

Applicants referred to CareerWorks by the Contractor will be required to complete a **comprehensive** assessment and to develop an **Employment Plan (EP)**. 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 **OJT** 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 refer the applicant to the Contractor for OJT training services accompanied by assessment results and copies of the pertinent **Career Plan/ Master Application** pages which will include the information required to provide job search/job development activities. The **Career Plan** may include the following information:

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- 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
- 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. Participants will attend a Job Club for twenty (20) hours per week for up to four (4) weeks. The goal of Job Club is **OJT** 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 to tailor resumes**, and peer-to-peer support groups. **Participants without resumes will be referred to the Network Center or Librarian for resume development.** Job development selections and referrals will be related to the participant's goal in the EP. Contractor shall document skills attained in the job club, maintain a log of jobs developed, job referrals and the results of referrals.

Contractor shall also use established Career Center job placement activities, work in concert with EDD, and maintain contact with network of community employment programs and agencies. **Participants who decide not to do a OJT or do not follow through with appointments during job development will be referred back to CareerWorks. Contractor will inform CareerWorks bi-weekly of the status of participants who are working on an OJT selection.**

If the participant is not placed **after participation** in Job Club, Contractor shall refer the participant back to CareerWorks. At the request of CareerWorks, Contractor will participate in case conferences to identify problems, barriers to employment, and to modify the participant's EP, if necessary.

In cases where the employer is not interested in an OJT contract and wants to directly hire the participant, the participant can be hired as a direct placement. If Contractor has provided 40 hours or more of intensive job development services (See definition of Direct Placement), Contractor will fill out any required MIS forms. If contractor has provided less than 40 hours of intensive job development services, Contractor will refer participant to CareerWorks for documentation of direct placement by CareerWorks. All participants directly placed by Contractor will be provided the six month retention services by Contractor. In cases where retention responsibility may not be clear, Contractor will meet with CareerWorks to determine responsibility.

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. Selection of Employers/OJT Slot Development

The Contractor will seek to identify and work closely with successful employers that offer outstanding employment opportunities including established company sponsored training, benefits, promotional opportunities and stable 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.

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.)

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D. Case Management

Contractor will provide case management services throughout each participant's training and for the follow-up period of **90 days after OJT completion and for the six months retention period.** This function includes:

- Training site visits;
- Contact with participants during crucial training, start-up and wind-down periods;
- Arranging **with CareerWorks** for any other services indicated in the **EP or requested by the participant or employer;**
- Facilitating participant problem resolution;
- Completing all MIS documents that track the participant while enrolled in the program and through the 90 day follow-up **and six month retention period.**

Contractor will monitor OJT training participants 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 review the case with CareerWorks. The plan may include** developing a job search strategy for the 90 day services period that follows training completion **with Contractor providing oversight or for referral back to CareerWorks.**

E. Follow-up

The Contractor will provide post OJT **completion** follow-up bi-weekly for all participants **exiting** 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. 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 **case file. In the six month retention period to support the participant on the 10% wage progression goal, Contractor may coordinate with CareerWorks for supportive services and additional training needs identified by employer or participant.**

8. Program Staffing/Resources

- A. Staff Resources: 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: **.70 FTE.**

Employment Consultant(s) **2 persons at 1.5 FTE (Job Developer).**

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

- B. Facilities: Services will be provided in the Santa Cruz County Workforce Career Centers in Watsonville, Capitola, and Santa Cruz as proposed in a Service Plan. **Written notification of any changes in service hours will be made to Center Managers and will be available for the public at reception. Major service changes must be approved by Contract Analyst.**
9. Monitoring: Contractor shall comply with Section 8 of the OJT Manual regarding monitoring policies and procedures applicable to this agreement.
- A. OJT Site Monitoring: 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 the **OJT Monthly Progress Report** 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 Employer OJT contract; Item II Training Objectives. An OJT Monthly Progress Report will be prepared, discussed, and signed by the participant's supervisor AND the participant. A copy of the OJT Monthly Progress Report, **will be given to the employer**, maintained by Contractor in each participant's file and a copy submitted with the Invoice for Contractor Reimbursement for OJT Services Rendered form. 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 with **employer or participant**. Individual participant counseling notes will be maintained in each participant's file, documenting dates and results of site visits and other contacts.

B. Contract Compliance Monitoring

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

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10. **Reporting:** The Contractor shall be required to submit a quarterly progress report to the Contract Analyst. The information provided in this report will be incorporated into a report of program progress provided to the Santa Cruz County Workforce Investment Board (WIB). 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: **registrations, exits, placements, training related placements, average wage at placement, utilizing MIS information.**
2. For OJT contractors: names of employers, the occupation trained for, 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.
4. The number of participants who get direct placement employment **and the number directly placed by ARBOR** prior to the initiation of their OJT contract implementation.
5. **The number of participants referred to Contractor and the number referred back to CareerWorks.**
6. The number of participants who are bilingual Spanish/English and monolingual Spanish.

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

11. **Service Plan Program Year 2000/01: Adult**

Month	7/00	8/00	9/00	10/00	11/00	12/00	1/01	2/01	3/01	4/01	5/01	6/01	7/01	8/01	9/01
Cumulative Enrollments	1	2	4	6	8	12	16	20	25	25	25	25	0	0	0
In Training	1	2	4	5	6	8	9	10	12	9	5	1	0	0	0
Cumulative Exits*	0	0	0	1	2	4	7	10	13	16	20	24	25	25	25
A) Placements	0	0	0	1	2	4	6	8	10	12	15	19	0	0	0
[1] (Training Related)	0	0	0	1	2	4	6	8	10	12	15	19	0	0	0
B) Non-OJT completion	0	0	0	0	0	0	1	2	3	4	5	5	0	0	0
Cumulative 90-day Retention	0	0	0	0	0	1	2	2	2	3	4	5	7	11	13

* Participants are not automatically exited at employment or completion of OJT.

*** Participants are not automatically exited at employment or completion of OJT.**

Service Plan Program Year 2000/01: Dislocated Worker

Month	7/00	8/00	9/00	10/00	11/00	W00	1/01	2/01	3/01	4/01	5/01	6/01	7/01	8/01	9/01
Cumulative Enrollments	0	1	2	3	4	6	7	8	10	10	10	10	0	0	0
In Training	0	1	2	3	4	4	3	3	4	5	3	0	0	0	0
Cumulative Exits *	0	0	0	0	0	1	4	5	6	7	8	10	10	10	10
A) Placements	0	0	0	0	2	3	4	4	5	6	7	8	0	0	0
[1] (training related)	0	0	0	0	2	3	4	4	5	6	7	8	0	0	0
B) Non-OJT completion	0	0	0	0	0	0	0	1	1	1	1	2	0	0	0
Cumulative 90-day Retention	0	0	0	0	0	0	0	1	2	3	4	5	6	7	7

*** Participants are not automatically exited at employment or completion of OJT.**

Monthly figures represent a plan for accomplishing the contracted service for this program. At the Contractor's written request, **Contract Analyst** may give **written** approval to change monthly planned goals. **Changes in total OJT numbers may result in deobligation of funds and/or require a contract amendment.**

12. Definitions:

A. **OJT TRAINING ENROLLMENTS**

An individual **participating in core and intensive services and unable to obtain employment without training assistance** who has been determined appropriate for OJT and commences OJT activity in a County approved contract.

Documentation: Entered directly into CareerWorks' MIS tracking system as a result of submission by Contractor of enrollees **Enrollment Registration Form with a Activity Code 55**, no later than ten (10) calendar days following date of enrollment.

B. **OJT Non-Completion (in 90 day services)**

An individual who is no longer receiving OJT training, was not placed with OJT employer, **was not directly placed with another employer**, and is receiving job search assistance **from Contractor** not to exceed a single period of 90 days after last date of training (last day worked at OJT employer). **If not placed in a new OJT with another employer or directly placed, individual referred back to CareerWorks.**

Documentation: **Written** referral back to CareerWorks. **Reported in quarterly performance report. If new OJT, complete MIS form.**

C. PLACEMENT

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.

Documentation: Entered directly into CareerWorks MIS tracking system as a result of submission by Contractor of **Enrollment/Registration Form for Core follow-up services** no later than ten (10) calendar days following date of employment.

D. TRAINING RELATED PLACEMENT

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 in unsubsidized employment by the OJT employer, the placement is training related.
2. If the participant completes the OJT or **leaves** the OJT position prior to the planned end date and is hired within 90 calendar days of **OJT ending** 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] **Documentation** must accompany submission of CareerWorks Confirmation Letter. Final determination will be made by the Contract Analyst on a case by case basis.

Documentation: Training Related, if applicable, is indicated on the **EXIT form**.

E. NON-POSITIVE TERMINATION

A participant who **had** unsuccessful results (participant did not enter employment of more than 19 hours per week 90 days after completing training) **and was either exited or referred back to CareerWorks**.

Documentation: Entered into CareerWorks MIS tracking system **by Contractor or CareerWorks after consultation on case no later than ten (10) calendar days following date of case staffing**.

F. 90 DAY RETENTION RATE

The total number of participants employed for a minimum of 90-days from placement date, divided by the total number of **participants who are no longer employed**.

Documentation: **Form** submitted by Contractor **with employer verifying 90 day retention. Follow-Up Information form as required by MIS.**

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G. DIRECT PLACEMENT

A placement in a job that has resulted from documented Contractor provided job development services of a minimum of 40 staff hours. Services may include but are not limited to:

- instruction in work readiness skills
- supervised job club activities
- development of a job specific resume
- interviewing skill instruction including cold calling skills
- visits to an employer at the request of an employer
- follow-up contacts with employer after participant interview

Documentation: Services entered into activity logs which correspond with participant time sheets and file case notes. Employment will be verified on form signed by employer. Written summary of actions and total staff time for the participant, and any other documentation agreed upon.

Completion as required of Exit form and Follow-Up Information form as required no later then ten (10) calendar days following date of employment.

H. 6 MONTH RETENTION RATE AND WAGE INCREASE

Participant (OJT completion or direct placement) employed in 3rd Quarter following Exit from WIA funded services. 10% wage increase for participant above last previous employment salary.

Documentation: Form submitted by Contractor with employer verification of six month retention and current salary. Contractor present proof of previous salary as compared to current salary and percentage of change. Complete Follow-Up Information form as required by MIS.

13. **Fiscal Provisions (See also Part II Contract Financial Provisions.)**

This Contract is a cost reimbursement method of payment. Total authorized payments under this Contract shall not exceed **Adult \$112,956** and **Dislocated Worker \$62,320** as set forth in the line item budget detail on the Budget Summary(s) (forms BF 2 of the Project Budget, **Exhibit E**).

13.0 Contractor shall submit separate **Adult** and **Dislocated Worker** fiscal claims on a monthly basis using forms and instructions provided by the County. Fiscal claims shall be received by the County **WIA** Fiscal Unit no later than 30 days following the end of each month.

- 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 11. **Contract Analyst** 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.

Exhibit C

0277

- 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 Invoice forms 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 the **Contract Analyst** for an adjustment of any line item amount over 20%. Final budget modification requests must be received by June 1 and have prior approval by **Contract Analyst**. y budget modifications made shall not increase the total amount of the contract funds.
 - 13.2 **Contract Analyst** 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.

Exhibit C

0278

- 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 **excepting OJT Employer Reimbursement** costs 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 of 75% or greater: 100% of holdback earned
 Placement Rate of 66% to 74%: 80% of holdback earned
 Placement Rate of 61% to 65%: 60% of holdback earned
 Placement Rate of 60% 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:

For Adult:

Retention Rate of 70% or greater: 100% of holdback earned
 Retention Rate of 66% to **69%: 95%** of holdback earned
 Retention Rate of 56% to 65%: 80% of holdback earned
 Retention Rate of 55% or below: 0

For Dislocated Worker:

Retention Rate of 88% or greater: 100% of holdback earned
 Retention Rate of 66% to **87%: 95%** of holdback earned
 Retention Rate of 56% to 65%: 80% of holdback earned
 Retention Rate of 55% or below: 0

Placement and retention rates may be changed by written notification from County based on local Workforce Investment Board agreement with the State of California. Contractor will invoice for placement and retention payments not later than **July 30, 2001**. The invoice will include verifiable documentation on placements through **June 30, 2001** and 90 day retention documentation for all OJT completions by **June 30, 2001** for each participant claimed. Participants whose OJT continues into the 2000/0001 program year will not be counted for the retention holdback.

Exhibit D

Formula Grant Welfare to Work Modality OJT Training Plan

Name of Contractor: Associates for Research and Behavior/ARBOR Inc.

Title/activity: Formula Grant Welfare to Work (FGWtW) Modality

Program name: Employer Based OJT

1. **Planned Performance for FGWtW**

Planned Number of Enrollees: **10**

Planned Number Placements: **8** rate **75%**

Number Training Related Placements: **8** rate 100%

Average wage upon placement: **\$ 7.50**

Planned Employment Rate at 90 day Follow-up: **6** rate **70%**

Planned Follow-up Response Rate: **100%**

Plan for retained in employment in 3rd Quarter after exit: **6** rate **70%***

Wage increase of 10% at six month retention: **60%***

Customer survey rates service as satisfactory or better: **90%**

Total program cost: **\$ 49,470**

Cost/participant: **\$ 4,947**

Cost/placement: **\$ 6,184**

Average Employer Reimbursement per OJT Contract: **\$2,250**

*** Includes direct placement of participants for whom Contractor provided job search and placement services and retention services.**

Performance outcomes may be changed by written notification from County based on local Workforce Investment Board agreement with the State of California. Contractor shall work in good faith with CareerWorks and the Workforce Investment Board staff to transition services into the WIA program, MIS, and fiscal requirements.

2. **Narrative** (The items described here are specifically for the FGWtW modality. Refer to the overall OJT service description and definitions in the Adult and Dislocated Worker modality - Exhibit C for a complete description of the OJT service.)

The Contractor will serve **10** participants using FGWtW funding in the OJT program. All OJT employer contracts will begin between **July 1, 2000 and June 30, 2001**. OJT's will be designed to balance the employer's request with the participant's training needs and interests for skill development which will enhance entry into the job market.

- **There can be additional OJT contracts depending on a participant's skill development and the OJT's can be in sequence.**

Exhibit D

- The working hours can be less than 8 hours a day based upon employer's approval.
- OJT contracts can be for part-time or full-time employment (30 hours or more per week) depending upon the participant's needs.
- An extension in OJT time can be approved (past six months) based upon the employer, participant, Contractor, and case manager's assessment of need and projected positive outcome.
- 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 be referred back to CareerWorks based upon the recommendation of the participant's case manager immediately upon completion of their OJT. Ninety day retention of participants will be measured by **June 30, 2001 and is planned for 6 participants.** 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.

For a description of how the OJT service will be provided and definitions, see Exhibit C. Other FGWtW differences are:

2.1. The length of training time is recommended to be not be less than 240 hours and the training length is designed in the interest of the participant and the employer.

2.2. The CareerWorks' Service Centers in coordination and cooperation with the Contractor, shall recruit and refer all participants for this Employer Based OJT Training program.

2.3. All participants must be at least 18 years of age at eligibility determination

2.4. Eligibility will be determined by CareerWorks under interim guidelines for the period July 1 - September 30, 2000 before new guidelines begin October 1, 2000.

2.5. One-on-one job development services and support will be provided to find the participant an OJT. If the participant needs more job readiness skills based upon Contractor's assessment with the case manager, the participant could be referred back to CareerWorks for additional skill development.

2.6. Possible additional OJT positions are planned with the participant and Case Manager based on the participants improving skills, for higher pay, and for a better match of skill and interest to the job market.

2.7. Planning and coordinating with the CareerWorks Case Managers for:

- any other services which would increase job retention and for those services indicated in the **Employment Plan.**
- participant problem resolution.

Exhibit D

3. **Staff Resources:** 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 - **.3 FTE.**

Employment Consultant(s): **2 persons at 0.5 FTE (Job Developer)**

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

4. **Service Plan Program Year 2000/01:** Employer Based OJT- FGWtW

Month	7/00	8/00	9/00	10/00	11/00	12/00	1/01	2/01	3/01	4/01	5/01	6/01	7/01	8/01	9/01
Cumulative Enrollments	1	2	3	4	5	6	7	8	10	10	10	10	0	0	0
In Training	1	2	3	4	4	4	4	4	4	2	1	0	0	0	0
Cumulative Exits*	0	0	0	0	1	2	3	4	6	8	9	10	10	10	10
A) Placements	0	0	0	0	1	3	3	3	5	6	7	8	0	0	0
[1] (Training Related)	0	0	0	0	1	3	3	3	5	6	7	8	0	0	0
B) Non-OJT completion	0	0	0	0	0	0	0	1	1	2	2	2	0	0	0
Cumulative 90-day Retention	0	0	0	0	0	0	1	2	3	4	5	6	6	6	6

* Participants are not automatically exited at employment or completion of OJT.

5. **Definitions:** The FGWtW definitions and forms will be implemented for the Employer Based OJT modality. It is the responsibility of the contractor to utilize the definitions and forms as prescribed by the County, the State, and the U.S. Department of Labor. The WIA definitions (See Exhibit C) guide the FGWtW program. There is some flexibility in FGWtW for how the OJT can be structured to meet participant needs and questions need to be addressed to Contract Analyst.
6. **Fiscal Provisions** (See also Exhibit B Contract Financial Provisions and Exhibit C WIA provisions which apply.)

This Contract is a cost reimbursement method of payment. Total authorized payments under this Contract shall not exceed **\$49,470** as set forth in the line item budget detail on the Budget Summary(s) (forms BF 2 of the Project Budget Exhibit E). Contractor shall submit a *separate FGWtW* fiscal claim on a monthly or quarterly basis using forms and instructions provided by the County. Fiscal claims shall be received by the **WIA** Fiscal Unit no later than 30 days following the end of each month or quarter.

7. **Performance Holdback:**

Exhibit D

The County shall reimburse the Contractor for its actual, and allowable cost incurred for services rendered, less a 15% total holdback **excepting OJT Employer Reimbursement costs** 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 or new OJT of 75% or greater: 100% of holdback earned

Placement Rate or new OJT of 62% to 74%: 95% of holdback earned

Placement Rate or new OJT of 45 to 61%: 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

Placement and retention rates may be changed by written notification from County based on local Workforce Investment Board agreement with the State of California.

Contractor will invoice for placement and retention payments not later than **July 30, 2001**. The invoice will include verifiable **documentation** on enrollment, placements **through June 30, 2001**, and 90 day retention documentation for all OJT terminations by **June 30, 2001** for each participant claimed. Participants whose OJT continues into the **2001/02** program year will not be counted for retention holdback. If there are no placements for which retention will be completed by **June 30, 2001**, projected retention completion dates will be reported and the holdback will be paid.

PROPOSER AGENCY BUDGET SUMMARY (Form BF-1)
ARBOR, Inc. JULY 1, 2000 - JUNE 30, 2001

	WIA			NON-WIA				AGENCY TOTALS	
				IN-KIND/MATCHING CONTRIBUTIONS FOR JTPA PROGRAM		NON-WIA/NON-MATCH			
1	2	3	4	5	6	7	8	9	10
EXPENSE DESCRIPTION	Amount	% of Line Item (2/9)	% of Total WIA Funds	Amount	% of Line Item (4/10)	Amount	% of Line Item (7/10)	Amount (2+5)	Item (3+6)
Personnel Salaries	72,761	95%	32%	4,113	5%	-	0%	78,874	100%
Fringe Benefits	14,552	95%	6%	823	5%	-	0%	15,375	100%
Rent/Utilities/Licenses	6,930	100%	3%	-	0%	-	0%	6,930	100%
Insurance	1,180	100%	1%	-	0%	-	0%	1,180	100%
Communications	2,340	100%	1%	-	0%	-	0%	2,340	100%
Equipment Purchases	245	100%	0%	-	0%	-	0%	245	100%
Equipment Rental	4,710	100%	2%	-	0%	-	0%	4,710	100%
Supplies	2,520	100%	1%	-	0%	-	0%	2,520	100%
Participant Wages	-	0%	0%	-	0%	-	0%	-	0%
Travel	6,000	100%	3%	-	0%	-	0%	6,000	100%
Printing/Advertising	1,561	100%	1%	-	0%	-	0%	1,561	100%
Audit Expense	1,907	100%	1%	-	0%	-	0%	1,907	100%
Other (Describe Each)									
Central Oper. @ 4.1%	13,545	100%	6%	-	0%	-	0%	13,545	100%
Fee (10% pro-rata)	20,431	100%	9%	-	0%	-	0%	20,431	100%
Equipment Maintenance	474	100%	0%	-	0%	-	0%	474	100%
Staff Training	830	100%	0%	-	0%	-	0%	830	100%
OJT Employer Reimb.	73,000	100%	32%	-	0%	-	0%	73,000	100%
Client Incentives	1,760	100%	1%	-	0%	-	0%	1,760	100%
Totals	224,746	98%	100%	4,936	2%	-	-	229,682	100%

Exhibit E

0283

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WIA BUDGET SUMMARY (Form BF-2)

ARBOR, Inc.

July 1, 2000 - June 30, 2001

Economically Disadvantaged Adults

1	PROGRAM MANAGEMENT		PROGRAM SERVICES		TOTAL LINE ITEM REQUEST		% OF WIA FUNDS	IN-KIND MATCHING CONTRIBUTIONS		TOTALS	
	2	3	4	5	6	7		9	10	11	12
EXPENSE DESCRIPTION	Amount	Item 2/11	Amount	Item 4/11	Amount	5/11		Amount	Item 9/11	Amount (6+9)	Item (8+10)
Personnel Salaries	\$ 2,275	0%	\$ 35,616	00%	\$ 37,891	95%	34%	1,895	5%	\$ 39,786	100%
Fringe Benefits	\$ 455	0%	\$ 7,125	80%	\$ 7,580	95%	7%	379	5%	\$ 7,057	100%
Rent/Utilities/Licenses		0%	\$ 3,450	100%	\$ 3,450	100%	3%		0%	\$ 3,450	100%
Insurance		0%	\$ 600	100%	\$ 600	100%	1%		0%	\$ 600	100%
Communications		0%	\$ 1,200	100%	\$ 1,200	100%	1%		0%	\$ 1,200	100%
Equipment Purchases		0%	\$ 125	100%	\$ 125	100%	0%		0%	\$ 125	100%
Equipment Rental		0%	\$ 2,400	100%	\$ 2,400	100%	2%		0%	\$ 2,400	100%
Supplies		0%	\$ 1,220	100%	\$ 1,220	100%	1%		0%	\$ 1,220	100%
Participant Wages											0%
Travel		0%	\$ 3,050	100%	\$ 3,050	100%	3%		0%	\$ 3,050	100%
Printing/Advertising		0%	\$ 790	100%	\$ 790	100%	1%		0%	\$ 790	100%
Audit Expense	\$ 1,017	100%	\$ -	0%	\$ 1,017	100%	1%		0%	\$ 1,017	100%
Other (Describe Each)											0%
Central Operating @ 7.1%	\$ 265	4%	\$ 6,542	98%	\$ 6,807	100%	6%		0%	\$ 6,807	100%
Fee (10% pro-rata)	\$ 401	4%	\$ 9,868	98%	\$ 10,269	100%	0%		0%	\$ 10,269	100%
Equipment Maintenance		0%	\$ 240	100%	\$ 240	100%	0%		0%	\$ 240	100%
Staff Training		0%	\$ 420	100%	\$ 420	100%	0%		0%	\$ 420	100%
OJT Employer Reimbursement		0%	\$ 35,000	100%	\$ 35,000	100%	31%		0%	\$ 35,000	100%
Client Incentives		0%	\$ 800	100%	\$ 800	100%	1%		0%	\$ 800	100%
TOTALS	\$ 4,413	4%	\$ 108,543	\$ 16	\$ 112,956	98%	100%	\$ 2,273	2%	\$ 115,230	100%

Date Prepared:

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0284

Exhibit E

WIA BUDGET SUMMARY (Form BF-2)

ARBOR, Inc.

July 1, 2000 - June 30, 2001

Dislocated Workers

1 EXPENSE DESCRIPTION	2 PROGRAM MANAGEMENT		3 PROGRAM SERVICES		4 TOTAL LINE ITEM REQUEST		5 % OF IN-KIND MATCHING WIA FUNDS		6 CONTRIBUTIONS		7 PROGRAM TOTALS	
	8 Amount	9 Item 2/11	10 Amount	11 Item 4/11	12 Amount	13 5/11	14 a	15 9	16 Item 9/11	17 Amount (6+9)	18 Item (8+10)	19 100%
Personnel	\$ 2,487	12%	\$ 17,685	84%	\$ 20,018	95%	32%	1,001	5%	\$ 21,020	100%	
Travel					\$ 4,004	95%	8%	200	5%	\$ 4,204	100%	
Rent/Utilities/Licenses		0%	\$ 2,100	100%	\$ 2,100	100%	3%	\$ -	0%	\$ 2,100	100%	
Insurance		0%	\$ 340	100%	\$ 340	100%	1%	\$ -	0%	\$ 340	100%	
Communications		0%	\$ 660	100%	\$ 660	100%	1%	\$ -	0%	\$ 660	100%	
Purchases		0%	\$ 70	100%	\$ 70	100%	0%	\$ -	0%	\$ 70	100%	
Equipment Rental		0%	\$ 1,350	100%	\$ 1,350	100%	2%	\$ -	0%	\$ 1,350	100%	
Supplies		0%	\$ 900	100%	\$ 900	100%	1%	\$ -	0%	\$ 900	100%	
Participant Wages							0%					
Travel		0%	\$ 1,700	100%	\$ 1,700	100%	3%	\$ -	0%	\$ 1,700	100%	
Printing/Advertising		0%	\$ 440	100%	\$ 440	100%	1%	\$ -	0%	\$ 440	100%	
Audit Expense	\$ 445	100%	\$ -	0%	\$ -	4/100%	1%	\$ -	0%	\$ 445	100%	
Other (Describe Each)							0%					
Central Operating @ 7.1%	\$ 239	8%	\$ 3,517	94%	\$ 3,758	100%	8%	\$ -	0%	\$ 3,758	100%	
Fee (10% pro-rate)	\$ 360	6%	\$ 5,305	94%	\$ 5,665	100%	9%	\$ -	0%	\$ 5,665	100%	
Equipment Maintenance		0%	\$ 134	100%	\$ 134	100%	0%	\$ -	0%	\$ 134	100%	
Staff Training		0%	\$ 235	100%	\$ 235	100%	0%	\$ -	0%	\$ 235	100%	
OJT Employer Reimbursement		0%	\$ 20,000	100%	\$ 20,000	100%	32%	\$ -	0%	\$ 20,000	100%	
Client Incentives		0%	\$ 500	100%	\$ 500	100%	1%	\$ -	0%	\$ 500	100%	
TOTALS	\$ 3,965	\$ 1	\$ 58,353	\$ 16	\$ 62,320	98%	100%	\$ 1,201	2%	\$ 63,522	100%	

Exhibit E

Date Prepared:

6/28/00

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0285

WIA BUDGET SUMMARY (Form BF-2)

ARBOR, Inc.

July 1, 2000 - June 30, 2001

Welfare to Work

1	PROGRAM MANAGEMENT		PROGRAM SERVICES		TOTAL LINE ITEM REQUEST		8	% OF WIA FUNDS		IN-KIND MATCHING CONTRIBUTIONS		TOTALS	
	2	3	4	5	6	7		9	10	11	12		
EXPENSE DESCRIPTION	Amount	Item 2/11	Amount	Item 4/11	Amount	5/11		Amount	Item 9/11	Amount (8+9)	Item (8+10)		
Personnel Salaries	\$ 860	8%	\$ 13,001	90%	\$ 14,851	85%	30%	\$ 743	5%	\$ 15,504	100%		
Fringe Benefits	\$ 172	8%	\$ 2,798	100%	\$ 2,070	05%	6%	\$ 149	5%	\$ 3,110	100%		
Rent/Utilities/Licenses		0%	\$ 1,380	100%	\$ 1,380	100%	3%		0%	\$ 1,380	100%		
Insurance		0%	\$ 240	100%	\$ 240	100%	0%		0%	\$ 240	100%		
Communications		0%	\$ 480	100%	\$ 480	100%	1%		0%	\$ 480	100%		
Equipment Purchases		0%	\$ 50	100%	\$ 50	100%	0%		0%	\$ 50	100%		
Equipment Rental		0%	\$ 980	100%	\$ 980	100%	2%		0%	\$ 980	100%		
Supplies		0%	\$ 400	100%	\$ 400	100%	1%		0%	\$ 400	100%		
Participant Wages													
Travel		0%	\$ 1,250	100%	\$ 1,250	100%	3%		0%	\$ 1,250	100%		
Printing/Advertising		0%	\$ 331	100%	\$ 331	100%	1%		0%	\$ 331	100%		
Audit Expense	\$ 445	100%	\$ -	0%	\$ 445	100%	1%						
Other (Describe Each)													
Central Operating @ 7.1%	\$ 104	3%	\$ 2,877	97%	\$ 2,981	100%	8%		0%	\$ 2,981	100%		
Fee (10% pro-rata)	\$ 158	4%	\$ 4,339	98%	\$ 4,497	100%	9%		0%	\$ 4,497	100%		
Equipment Maintenance		0%	\$ 100	100%	\$ 100	100%	0%		0%	\$ 100	100%		
Staff Training		0%	\$ 175	100%	\$ 175	100%	0%		0%	\$ 175	100%		
OJT Employer Reimbursement		0%	\$ 18,000	100%	\$ 18,000	100%	38%		0%	\$ 18,000	100%		
Client Incentives		0%	\$ 360	100%	\$ 360	100%	1%		0%	\$ 360	100%		
TOTALS	\$ 1,739	\$ 1	\$ 47,731	\$ 16	\$ 49,470	98%	100%	\$ 881	2%	\$ 50,362	100%		

Date Prepared:

6/28/00

Exhibit E

JTPA QUARTERLY ALLOCATION (Form BF 11)

ECONOMICALLY DISADVANTAGED ADULTS

EXPENSE DESCRIPTION	JULY through SEPTEMBER	OCTOBER through DECEMBER	JANUARY through MARCH	APRIL through JUNE	JTPA TOTAL
Personnel Salaries	13,262	11,367	9,473	3,789	37,890
Fringe Benefits	2,652	2,273	1,895	758	7,578
Rent/Utilities/Licenses	1,208	1,035	863	345	3,450
Insurance	210	-	-	390	600
Communications	420	360	300	120	1,200
	44	38	31	13	125
Equipment Purchase	840	720	600	240	2,400
Supplies	427	366	305	122	1,220
Participant Wages	-	-	-	-	-
Travel	1,067.50	915	753	305	3,050
Printing/Advertising	276.50	237	198	79	790
Audit Expense				1,017	1,017
Central Operating Fee (4.1%)	1,701.75	1,701.75	1,701.75	1,702	6,807
Fee (10% Pro-Rata)	2,567.25	2,567.25	2,567.25	2,567	10,269
			60	24	240
Staff Training/Maintenance	147	128	105	42	420
OJT Employer Reimb.	8,750	8,750	8,750	8,750	35,000
Client Incentives	315	270	225	90	900
TOTALS	33,971	30,798	27,835	20,352	112,956

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ARBOR, INC
0005/010

Exhibit E

0287

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JTPA QUARTERLY ALLOCATION (Form BF 11)

DISLOCATED WORKERS

EXPENSE DESCRIPTION	JULY through SEPTEMBER	OCTOBER through DECEMBER	JANUARY through MARCH	APRIL through JUNE	JTPA TOTAL
Personnel Salaries	7,007	6,006	5,005	2,002	20,019
Fringe Benefits	1,401	1,201	1,001	400	4,004
Rent/Utilities/Licenses	735	630	525	210	2,100
Insurance	119			221	340
Communications	231	198	165	66	660
Equipment Purchase	25	21	18	7	70
Equipment Rental	473	405	338	135	1,350
Supplies	315	270	225	90	900
Participant Wages					
Travel	595.00	510	425	170	1,700
Printing/Advertising	154.00	132	110	44	440
Audit Expense				445	445
Other (Describe Each):					
Central Operating 4.1%	940	940	940	940	3,758
Fee (10% Pro Rata)	1,416	1,416	1,416	1,416	5,665
Equipment Maintenance	47	40	34	13	134
Staff Training	82	71	59	24	235
OJT Employer Reimb.	5,000	5,000	5,000	5,000	20,000
Client Incentives	175	150	125	50	500
TOTALS	18,714	16,989	15,384	11,233	62,320

Date Prepared:

6/28/00

Received: 6/28/00 11:49AM;
06/28/00 14:45 FAX 610 566 9482610 566 9482 -> SANTA CRUZ CO. HRA/JTPA;
ARBOR, INCPage 7
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Exhibit E

0288

JTPA QUARTERLY ALLOCATION (Form BF 11)

WELFARE TO WORK

EXPENSE DESCRIPTION	JULY through SEPTEMBER	OCTOBER through DECEMBER	JANUARY through MARCH	APRIL through JUNE	JTPA TOTAL
Personnel Salaries	5,198	4,455	3,713	1,485	14,851
Fringe Benefits	1,040	891	743	297	2,970
Rent/Utilities/Licenses	483	414	345	138	1,380
Insurance	84	-	-	156	240
Communications	168	144	120	48	480
			13	5	50
Equipment Rental	336	288	240	96	960
Supplies	140	120	100	40	400
Participant Wages	-	-	-	-	-
Travel	437.50	375	313	125	1,250
Printing/Advertising	115.85	99	83	33	331
Audit Expense				445	445
Other (Describe Each):				-	-
Central Operating 4.1%	745	745	745	745	2,981
Fee (10% Pro Rata)	1,124	1,124	1,124	1,124	4,497
Equipment Maintenance	35	30	25	10	100
Staff Training	61	53	44	18	175
OJT Employer Reimb.	4,500	4,500	4,500	4,500	18,000
Client Incentives	128	108	80	36	360
TOTALS	14,611	13,362	12,198	9,301	49,470

Date Prepared:

6/28/00

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0289

Exhibit E

CERTIFICATION REGARDING LOBBYING
 CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
 AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all "subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARBOR, Inc

Organization

Gabriel Ross, Ph.D., President, Education

Typed Name of Certifying Official & Training Division



Signature

July 20, 2000


Date

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-I 9211).

- 1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Gabriel Ross, Ph.D., President, Education and Training Division
Name and Title of Authorized Representative


Signature

July 20, 2000

Date

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

The organization named below hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace: The organization will:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace
 - (b) The person's or organization's policy of maintaining a drug-free workplace
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations
- 3) Provide as required by Government Code Section 8355(c) that every employee who works in the proposed organization..
 - (a) Will receive a copy of the organization's drug-free policy statement,, and
 - (b) Will agree to abide by the terms of the organization's statement as a condition of employment in the organization

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the organization to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Gabriel Ross, Ph.D., President



Typed Name of Certifying Official

Signature

July 70, 2000

Delaware

Date

Executed in the County of

AFBOR, Inc.

Organization

2-1641605

Federal I.D. Number

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