



county of Santa Cruz⁰²²⁹

HUMAN RESOURCES AGENCY

CECILIA ESPINOLA, ADMINISTRATOR

1000 EMELINE ST., SANTA CRUZ, CA 95060

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

September 6, 2000

Agenda: September 26, 2000

BOARD OF SUPERVISORS

County of Santa Cruz

701 Ocean Street

Santa Cruz, CA 95060

APPROVE CABRILLO COLLEGE FAST TRACK TO WORK CONTRACT FOR WORKFORCE INVESTMENT ACT SERVICES FOR PY 2000-01

Dear Members of the Board:

On June 22, 2000 the Interim Workforce Investment Board approved WIA (Workforce Investment Act) FY 2000-01 funding recommendations including \$58,753 for the Cabrillo College Fast Track to Work services contract. The purpose of this letter is to seek your Board's approval of the contract with Cabrillo College and to authorize the Human Resources Agency Administrator to sign the contract.

Cabrillo College's Fast Track to Work program will provide the One Stop Career Center Consortium WIA program participants, ages 18 and above, and laid off workers, with professional and matriculation services that include, but are not limited to: early and priority registration assistance, individual and career guidance counseling, attendance tracking, academic progress reporting, and tutoring. The program is 100 % federally funded; therefore, there is no County cost. A copy of the contract is on file with the Clerk of the Board.

IT IS THEREFORE RECOMMENDED that your Board:

1. Approve the Fast Track to Work contract with Cabrillo College for \$58,753 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

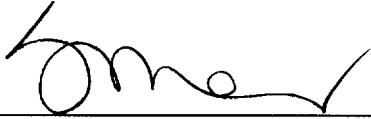
BOARD OF SUPERVISORS

0230

Agenda: September 26, 2000

Approve Cabrillo CollegeWIA Fast Track to Work Services Contract for FY 2000-01

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

cc: Auditor-Controller
Cabrillo College

CE:KZ:DL:jn

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

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

FROM: Human Resources Agency/WIB 0231 (Dept.)
Paulina J. Corpuz (Signature) 8-31-00 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- Said agreement is between the Human Resources Agency/Workforce Investment Board (Agency)
and, Cabrillo College, 6500 Soquel Drive, Aptos CA 95003 (Name & Address)
- The agreement will provide case management and registration assistance for Adult And Dislocated Worker WIA participants enrolled at Cabrillo College by the Fast Track to Work program.
- The agreement is needed because the County cannot provide the services.
- Period of the agreement is from Jul 1 2000 to June 30, 2001
- Anticipated cost is \$ 58,753.00 (\$41,127.00 WIA ADULT: \$ 17,626.00 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: On the Continuing Agreement List for 2000/01
- Appropriations are budgeted in 392100 (Index#) 5243 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. 01495 Date 9/11/00
are not will be

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

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

Remarks: ES (Analyst) County Administrative Officer
By ES Date 9/11/00

Agreement approved as to form. Date _____

Distribution:

Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Yellow
Co. Admin. Officer - Canary
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

AGREEMENT between the COUNTY OF SANTA CRUZ

County Department/Division: HUMAN RESOURCES AGENCY/ **Workforce Investment** 0232
Board and:

Contractor: **Cabrillo College**
Address: **6500 Soquel Drive**
Aptos, C A 95003 Telephone: 831-479-6344

This contract is entered into by the County of Santa Cruz, hereinafter referred to as the County and **Cabrillo College**, hereinafter referred to as the Contractor. The Contractor agrees to operate the **Workforce Investment Act** Program in accordance with the provisions of this agreement. (New language is in Bold type.) This contract consists of this signature sheet and:

- Exhibit A - General Provisions
- Exhibit B - Financial Management Requirements and Special Provisions
- Exhibit C - Scope of Works and Payment Provisions
- Exhibit D - Budgets
- Attachments - Certifications on Nondiscrimination, 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: X

Obligation: Total cost to the WIA grant will not exceed **\$58,753**

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: **Cabrillo College**

By: _____

(Signature) Date: _____

Cecilia Espinola, Administrator

By: Ray Cardwell

(Signature) Date: 9-8-00

Approved as to form:
Janet M. Scott
Assistant County Counsel

Janet McKinlay 9.7.2000
Risk Management

Index:

Adult: \$41,127
Dislocated Worker: 17,626
TOTAL: \$58,753

(Reserved for Clerk of the Board)

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

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 canceled 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 employees 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 4012) 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

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.**" In generally distributed publications, the information must indicate the program or activity is an equal opportunity employer/program, and that auxiliary aids and services are available upon request to individuals with disabilities. Where appropriate, information and services should be provided in languages other than English. 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-**

Exhibit A

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.

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

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.

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

Exhibit B

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.

Exhibit B

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**.

Exhibit C

SCOPE OF WORK (New language is in Bold Type)

Name of Contractor: Cabrillo College

WIA title/activity: **Fast Track To Work for Adult and Dislocated Workers**

Program Name: Fast Track To Work (FTTW)

1. PLANNED PERFORMANCE: 154 persons for a total cost of \$58,753. These planned goals are dependent upon participant referrals from CareerWorks.

1.a. Adult:

Planned participants: 109

Number of direct placements: To be tracked and reported.

Number of certificate completions: To be tracked and reported.

Total program cost: \$41,127

Cost/participant: \$377

1.b. Dislocated Worker:

Planned participants: 45

Number of direct placements: To be tracked and reported.

Number of certificate completions: To be tracked and reported.

Total program cost: \$17,626

Cost/participant: \$392

In coordination with CareerWorks and Workforce Development partners (via the Memorandum of Understanding for Workforce Santa Cruz County), FTTW will provide services to achieve Santa Cruz County Workforce Area performance goals of:

Adult:

Entered employment: 69% *

Retained in employment in 3rd Quarter after exit: rate 78% *

Earning gain of 10% at six month retention.

Credential rate: 40% * of customers received in 3rd Quarter after exit.

Dislocated Worker:

Entered employment: 70% *

Planned retained in employment in 3rd Quarter after exit: 84% *

Earnings replacement at six month retention: 85% * of earnings pre job loss in 1st Quarter after exit.

Credential rate: 40% * of customers received in 3rd Quarter after exit.

*** Performance outcomes may be changed by written notification from County based on local Workforce Investment Board agreement with the State of California.**

Exhibit C

2. Planned Services:

The Fast Track to Work program was created to provide a friendly “one-stop” system of support for students in short-term training programs leading to careers that pay “living” wages. Supportive services are provided to selected individuals, primarily CalWorks recipients and Workforce Investment Act (WIA) participants (formerly JTPA), who are referred for training by CareerWorks. Students’ classes are chosen to prepare them for employment, to earn a vocational certificate and to get credits for future degree programs. The contracted case management services are to help participants matriculate and meet the requirements of both Cabrillo College and CareerWorks.

The goal of WIA is employment and wage enhancement. FTTW may refer students who are potentially eligible for WIA to CareerWorks. The students must document that they are unable to obtain employment through the core and intensive services provided at the Career Centers. The participants referred by CareerWorks to FTTW are Adults, Dislocated Workers and Older Youth participants who are enrolled in training services. The participants will have an Individual Training Account (ITA) voucher and must choose from Cabrillo courses which are on the ETPL (Eligible Training Provider List).

FTTW provides basic and core services to all students including job search assistance, labor market information, and referral services. Services may also include assessment, orientation, registration, development of academic plans, application for and management of financial aid, tutoring, personal and job search counseling, and access to a variety of social services.

Priority for Adult Intensive Services requirements are established by the Workforce Investment Board and all changes will be communicated in writing to Contractor. The priority is:

1. All participants receiving intensive services must:
 - have received at least one core or core-registered service from a One-Stop Partner;
 - have been determined to need intensive services to be self-sufficient;
 - have been determined to be able to benefit from intensive services.
2. Intensive services will be provided according to the following priorities
 - Residents of Santa Cruz County and
 - Income qualifications:
 - a. 90% or more must meet the WIA definition of low income individual.
 - b. Not more than 10% may have a gross annual income equal to or below 200% of the LLSIL.

Exhibit C

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. **Self employed without work due to economic conditions or disasters.**
6. **Displaced homemaker.**

The CONTRACTOR agrees:

- 2.a. To provide participants referred by CareerWorks with early and priority registration **according to the policies of Cabrillo**, and continued registration assistance throughout the semester.
- 2.b. To maintain and provide Core Service information for use by participants and other interested parties including but not limited to: brochures, informational packets, and orientation schedules.
- 2.c. To refer **potential WIA** students to CareerWorks for WIA eligibility determination.
- 2.d. To conduct at least one meeting every other week for the term of the Contract with the designated **CareerWorks lead** staff person and to contact other assigned **CareerWorks Center staff on an as needed basis to facilitate case communication.**
- 2.e. To provide CareerWorks with participant semester grade reports within five working days of when they are generated. Forms are to be maintained in participant files on campus until completion of training.
- 2.f. To provide case management **for WIA participants, including:**
 - (1.) To maintain a file for each participant that will include the referral form, **case notes**, and a copy of the bookstore authorization and receipt.
 - (2) To provide a minimum of **two (2)** meetings each month with each participant in order to maintain contact, **to assess progress**, and to verify attendance. A record of contacts made will be maintained in the participant's file. The CareerWorks Employment Training Specialist (ETS) will be notified of any problems.

Exhibit C

- (3) To **conduct** participant tracking using bi-weekly attendance forms and to **notify CareerWorks** within five working days of determining that a participant is no longer attending a class or session.
 - (4) To **request and** obtain instructor mid-term progress reports and forward them to the predesignated CareerWorks lead staff person, **when returned by the instructor**, for distribution to the appropriate Employment and Training Specialist; and to provide additional instructor contacts as needed due to poor student performance.
 - (5) To inform participants enrolled in FTTW of services available and assist participants with access to those services. Referrals and access to resources include but are not limited to: Disabled Services, Re-Entry Resource Center, EOPS Office, Tutorial Center, Financial Aid, Scholarship Office and the Cabrillo Job Placement Office.
 - (6) To refer participants that have completed training to the Cabrillo Job Placement Center.
 - (7) To **provide work readiness and job retention training through classes, workshops, and individual job search counseling.**
 - (8) To **inform CareerWorks case manager when participants have completed their training program and/or have become employed.**
 - (9) To **cooperate with requests from CareerWorks for information to plan the follow up services to achieve the six month retention and earnings gain goals.**
- 2.g To provide the County with verification of degrees, and/or certification of completion for those students who have been WIA participants.
 - 2.h **To conduct exit interviews to measure customer satisfaction and provide a report on customer satisfaction to CareerWorks and Contract Analyst.**
 - 2.i To complete and issue bookstore voucher(s) for each WIA participant. Such authorized voucher(s) shall be honored by the Cabrillo Bookstore upon presentation by the participant. The Coordinator shall facilitate all Bookstore transactions by participants to have books and class materials received at the start of the school session.
 - 2.j **To work in good faith with CareerWorks to implement the transition for participants being carried into the WIA for services and to close out the JTPA Program.**
- 3. The CONTRACTOR and the COUNTY agree that the method of identifying and notifying any enrolled participant in the case of an emergency is to contact the campus police. Emergency

Exhibit C

situations include, but are not limited to: requests by child care providers to contact a participant in the case of a sick child.

4. To inform County representatives of Fast Track to Work Steering Committee meetings.

5. To participate in quarterly contract performance review meetings with CareerWorks and the Workforce Investment Board Analyst and to implement program recommendations.

6. To schedule appointments for routine assistance, to have the Coordinator and/or Office Specialist accessible to WIA participants for needed assistance on a drop-in basis during office hours.

Fast Track to Work (FTTW)'s office is on the Cabrillo College Aptos campus in Building 800, Room **802**. The Coordinator and/or Office Specialist shall maintain FTTW office hours from 8:00 a.m. to 5:00 p.m. Monday through Thursday and Friday 8:00 a.m. to 12:00 p.m., unless otherwise posted and/or assigned. To provide continuous service for the Coordinator function, the Office Specialist will provide coverage when the Coordinator is on leave, or stationed at the Workforce Development Career Centers.

Coordinator's office hours at the Career Centers will be:

Watsonville Career, 18 West Beach St.: Wednesday 9 a.m. - 5 p.m.

Santa Cruz Career Center, 1040 Emeline St.: Thursday 8:30 a.m. - 12:30 p.m.

Mid-County Career Center, 2045-40th Ave., Capitola: Thursday 1:30 - 5:00 p.m.

County and Career Center Managers will be notified in writing of any proposed changes in schedule 30 days prior to implementation. County will notify FTTW of any issues with the change within 15 days of proposed change date.

7. To utilize the COUNTY grievance procedures for resolving all formal complaints related to WIA programs as described in WIA regulations.

8. To provide personnel for the contract period which will be:

<u>Position</u>	<u>Full Time Equivalents (FTE)</u>
Student Services Coordinator	.60
Office Specialist	.60
Program Manager	.10
Work Readiness Coordinator	.25*
Academic Counselor	140 hours (4 teaching units)

* Funded by the Chancellor's Office CalWorks grant.

Exhibit C

9. To attend one WIA sponsored or related conference by the FTTW Services Coordinator. Conference choice is subject to written approval by Contract Analyst. Additional conferences or conferences not related to WIA, but related to CalWORKS students, will be permitted provided that cost is covered by non-WIA funds. CONTRACTOR will provide coverage for students in the Coordinator's absence and will report in claim narratives the other conferences attended.

COUNTY agrees:

1. To have CareerWorks inform Contractor of representative(s) to FTTW Steering Committee.
2. To identify a CareerWorks lead person for single point of contact.
3. To determine referral methods and process for coordination of core and follow-up services.
4. To do intake and eligibility assessment and registration for core services.
5. To complete all WIA MIS forms for FTTW participants.
6. To have the Workforce Investment Board Analyst convene quarterly contract performance review meetings with FTTW and CareerWorks.
7. To implement recommendations which would enhance coordination of services with FTTW.
8. To notify FTTW when a participant leaves the program or becomes employed.

Exhibit C
Payment Provisions

1. Method of Payment

- A. This contract is based on a cost reimbursement method of payment. **The term of the contract is July 1, 2000 to June 30, 2001.** 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 **\$58,753** as set forth in the line item budget detail on the Budget Summary (form BF2 of the Project Budget ATTACHMENT C).
- B. Financial management requirements are specified herein under Financial Management Requirements I, page 11. In addition, Contractor shall maintain on file at the Contractor's principal place of business true, orderly, and accurate records to support expenditures. The County shall test a representative sample of 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 from or linked by worksheet to books of original entry and traceable to source documents. Documentation to support reimbursement requests shall consist of staff time studies, canceled checks, invoices annotated with date paid, check number, payroll ledgers, and accounts payable ledgers.
- C. 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.
- D. Forms BF 1 through BF 2 of the Project Budget, Exhibit C will be used to monitor the expenditures of this program throughout the duration of the contract. Contractors consistently not in compliance with the projected schedule may be subject to deobligation of funds from their contract and/or contract cancellation.
- E. For cost reimbursement agreements, use funds allocated to this agreement exclusively for costs included in the Project budget. Costs which are incurred before and after the effective dates of this Agreement will not be allowed.
- F. Upon receipt of a completed reimbursement request, COUNTY will review the request for accuracy and compliance with the Project Budget, prepare an authorization and issue a check.
- G. Reimbursement Schedule

In consideration for the CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

Exhibit C

- a. Contractor will submit fiscal claims utilizing forms and instructions provided by CareerWorks. Fiscal claims shall be received by the **Workforce Investment Board Contract Analyst** no later than thirty (30) days following the end of each period.
- b. Payments shall be made for the performance of services and duties as described in the Scope of Work (Attachment A) and subject to all other provisions of this contract.
- c. For each semester, and/or summer sessions beginning before June 30th, the Cabrillo College Bookstore will submit invoices to the COUNTY for billing of books and supplies monthly with any final claim submitted by July 30, 2001. Attached to the claim will be the Cabrillo College Bookstore Voucher (Form 89), individual participant bookstore receipt with name and social security number of each participant. Fast Track to Work will review the documentation for the claim prior to submission.
- d. **CareerWorks will initiate purchase orders with the Cabrillo College Bookstore in a timely manner.**
- e. The Cabrillo College Business Office will submit invoices for the registration fees. Attached will be the WIA Individual Referral Voucher (Form 86) or Expenditure Authorization Change (WIA Form 88) and financial statements for **Adult and Dislocated Worker**. Fast Track to Work will review invoices prior to submission and will include a narrative report on any significant program accomplishments, personnel changes, and other information.

Date:
 January 15, 2001
March 30, 2001
 June 15, 2001
 July 30, 2001

Period:
 Fall 2000 Semester
Intersession
 Spring 2001 Semester
 Final Claims due. (Any summer sessions beginning before June 30th)

All invoices shall be addressed to:

Attention: Contract Analyst
 Workforce Investment Board
 Human Resources Agency
 1040 Emeline Street
 Santa Cruz, CA 95060

PROPOSER AGENCY BUDGET SUMMARY (Form BF1)

Cabrillo College - Fast Track To Work

100% of Contract - Adult & Dislocated Worker

7/1/2000 - 6/30/2001

1	WIA		NON-WIA				AGENCY TOTALS	
	2	3	In-Kind/Matching		Non-WIA	Non-Match	Agency Totals	
	Amount	% of Line	Amount	% of Line Item (4/8)	Amount	% of Line Item (6/8)	Amount (2+4+6)	% of Line Item (3+5+7)
EXPENSE DESCRIPTION	Amount	% of Line	Amount	% of Line Item (4/8)	Amount	% of Line Item (6/8)	Amount (2+4+6)	% of Line Item (3+5+7)
Personnel Salaries	45,218	18%	18,848	8 %	18,234	74%	246,407	100%
Fringe Benefits	12,413	36%	5,257	15%	16,814	49%	34,483	100%
Rent/Utilities			2,760	92%	240	8%	3,000	100%
Insurance		-		-		-	-	-
Communications	100	6%	878	51%	726	43%	1,705	100%
Equipment Purchases		-	1,200	20%	4,800	80%	6,000	100%
Equipment Rental		-		-		-	-	-
Supplies	250	3%	1,417	15%	7,650	82%	9,317	100%
Participant Wages		-		-		-	-	-
Travel	772	13%	850	15%	4,150	72%	5,772	100%
Printing/Advertising		-		-		-	-	-
Audit Expense		-		-		-	-	-
Other (Describe Each)		-		-		-	-	-
Childcare		-		-	78,849	100%	78,849	100%
Student Employment		-		-	90,000	100%	90,000	100%
Hospitality					5,000	100%	5,000	
Staff development					4,000	100%	4,000	
Totals	58,753	12%	31,210	6%	394,570	81%	484,533	100%

Date submitted: 8/31/2000

Exhibit D

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0257

PROPOSER AGENCY BUDGET SUMMARY (Form BF1)

Cabrillo College - Fast Track To Work

Dislocated Worker

Percent of contract: 30%

	WIA		NON-WIA				AGENCY TOTALS	
			In-Kind/Matching		Non-WIA Non-Match		Agency Totals	
1	2	3	4	5	6	7	8	9
EXPENSE DESCRIPTION	Amount	% of Line Item (2/8)	Amount	% of Line Item (4/8)	Amount	% of Line Item (6/8)	Amount (2+4+6)	% of Line Item (3+5+7)
Personnel Salaries	13,565	18%	5,654	8%	54,702	74%	73,922	100%
Fringe Benefits	3,724	36%	1,577	15%	5,044	49%	10,345	100%
Rent/Utilities	-	-	828	92%	72	8%	900	100%
Insurance	-	-	-	-	-	-	-	-
Communications	30	6%	263	52%	218	43%	511	100%
Equipment Purchases	-	-	360	20%	1,440	80%	1,800	100%
Equipment Rental	-	-	-	-	-	-	-	-
Supplies	75	3%	425	15%	2,295	82%	2,795	100%
Participant Wages	-	-	-	-	-	-	-	-
Travel	232	13%	255	15%	1,245	72%	1,732	100%
Printing/Advertising	-	-	-	-	-	-	-	-
Audit Expense	-	-	-	-	-	-	-	-
Other (Describe Each)	-	-	-	-	-	-	-	-
Student employment	-	-	-	-	27,000	100%	27,000	100%
Child care	-	-	-	-	23,655	100%	23,655	100%
Hospitality	-	-	-	-	1,500	100%	1,500	100%
Staff development	-	-	-	-	1,200	100%	1,200	100%
Totals	17,626	12%	9,363	6%	118,371	81%	145,360	100%

Exhibit D

PROPOSER AGENCY BUDGET SUMMARY (Form BF1)

Cabrillo College - Fast Track To Work

Adult

Percent of Contract: 70%

			NON-WIA				AGENCY TOTALS	
	WIA		In-Kind/Matching		Non-WIA	Non-Match	Agency Totals	
1	2	3	4	5	6	7	8	9
EXPENSE DESCRIPTION	Amount	% of Line Item (2/8)	Amount	% of Line Item (4/8)	Amount	% of Line Item (6/8)	Amount (2+4+6)	% of Line Item (3+5+7)
Personnel Salaries	31,653	18%	13,194	8%	127,639	74%	172,485	100%
Fringe Benefits	8,689	36%	3,680	15%	11,770	49%	24,138	100%
Rent/Utilities			1,932	92%	168	8%	2,100	100%
Insurance								
Communications	70	6%	615	52%	508	43%	1,194	100%
Equipment Purchases			840	20%	3,360	80%	4,200	100%
Equipment Rental								
Supplies	175	3%	992	15%	5,355	82%	6,522	100%
Participant Wages								
Travel	540	13%	595	15%	2,905	72%	4,040	100%
Printing/Advertising								
Audit Expense								
Other (Describe Each)	-							
Student employment					63,000	100%	63,000	100%
Child care					55,194	100%	55,194	100%
Hospitality					3,500	100%	3,500	100%
Staff development					2,800	100%	2,800	100%
Totals	41,127	12%	21,847	6%	276,199	81%	339,173	100%

Exhibit D

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8/31

3.14

0259

WIA BUDGET SUMMARY FORM (Form BF2)

Cabrillo College - Fast Track To Work

100% of Contract

1	Program Management		Program'		Total Line Item Request		In-Kind/Matching Contributions		Program Totals	
	2	3	4	5	6	7	8	9	10	11
EXPENSE DESCRIPTION	Amount	% of Line Item (2/10)	Amount	% of Line Item (4/10)	Amount (2+4)	% of Line Item (6/10)	Amount	% of Line Item (8/10)	Amount (6+8)	% of Line Item (7+9)
Personnel Salaries	4,729	7%	40,489	63%	45,218	71%	18,848	29%	64,066	100%
Fringe Benefits	869	5%	11,544	65%	12,413	70%	5,257	30%	17,670	100%
Rent/Utilities							2,760	100%	2,760	100%
Insurance		-								
Communications	I	-	100	10%	100	10%	878	90%	978	100%
Equipment Purchases		-					1,200	100%	1,200	100%
Equipment Rental		-								
Supplies		-	250	15%	250	15%	1,417	85%	1,667	100%
Participant Wages		-								
Travel			772	48%	772	48%	850	52%	1,622	100%
Printing/Advertising										
Audit Expense										
Other (Describe Each)										
Totals	5,598	6%	53,155	59%	58,753	65%	31,210	35%	89,963	100%

Exhibit D

8/31

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0260

ASSURANCE OF COMPLIANCE

0261

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

Cabrillo College

NAME OF VENDOR/RECIPIENT

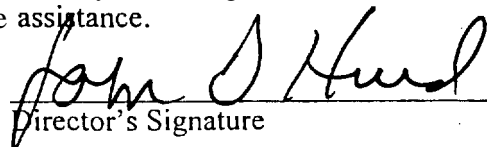
HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Acts of 1964 as amended; Section 504 of the Rehabilitation Acts of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the **Americans with Disabilities Act** of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-1 1139.5, as amended; California Government Code Section 12940(c), (h) (I), (i), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations 98000 - 984 13, and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts **80, 84, and 91**, 7 CFR Part 15, and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and **HEREBY GIVE ASSURANCE THAT** it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and **THE VENDOR/RECIPIENT** **HEREBY GIVES ASSURANCE THAT** administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 2 1, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-i 1139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date 7-24-2000



Director's Signature

6500 Soquel Drive

Aptos, CA 95003
Address of Vendor/Recipient

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**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 in 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 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.

CABRILLO COLLEGE
Organization

Kay Cardwell
Typed Name of Certifying Official

Kay Cardwell
Signature

8-23-99
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.

Kay Cardwell, Director, Business Services

Name and Title of Authorized Representative

Kay Cardwell
Signature

8-23-99
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.

Kay Cardwell

Typed Name of Certifying Official

Kay Cardwell

Signature

8-23-99

Date

CABRILLO COLLEGE

Organization

#77-0385111

Federal I.D. Number

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