

EXHIBIT A – SCOPE OF WORK

**Governor's 25% Discretionary Dislocated Worker Additional Assistance  
for Manufacturing & Banking Dislocated Workers Project**

I. **PROJECT OVERVIEW:** Monterey County has been awarded a Governor's 25% Discretionary Dislocated Worker Additional Assistance grant that will provide core, intensive, training and supportive services to dislocated workers. Dislocated Worker customers must be laid off from companies specifically from Chiquita Fresh Express and/or Capital One.

The purpose of this project is to expand re-employment services and training to serve individuals due to an atypical increase of displaced workers seeking services from the Monterey County One-Stop delivery system. The goal of all services provided under this grant will be to meet the training placement and retention activities and to provide pre and post program exit, supportive services and case management services to achieve performance standard goals.

II. **PROJECT PERIOD:** August 1, 2012 to June 30, 2013. All participants eligible for services and assistance under this agreement shall be enrolled and completed by March 31, 2013. All enrollments must be exited by June 30, 2012.

III. **PROGRAM PERFORMANCE OBJECTIVES:** For the period of August 1, 2012 – June 30, 2013, the Office for Employment Training (hereinafter "Contractor") shall provide and meet the following enrollment and budget plan and performance standard goals:

<b>Enrollments:</b>	<b>Plan:</b>
Core & Intensive Enrollments	105
On-the-Job Training (OJT) or Individual Training Account (ITA) Enrollments	45
Supportive Services	No minimum. Provided based on customer need.

<b>Budget:</b>	<b>Plan:</b>
Staff/Operations	\$196,745
Staff Travel	\$500
Operating Expenses	\$74,674
Participant Training (set-aside)	\$225,000
Participant Supportive Services	\$17,100
Total Budget	\$514,019

<b>Performance Standards</b>	<b>Goals</b>
Entered Employment Rate – placed in unsubsidized employment	63.4%
Employment Retention Rate – Met 6-mo employment retention goal	80.0%
Average Earnings Replacement Rate	\$12,500
Total Exits from the Program (of total)	105 (100%)

#### **IV. DUTIES AND RESPONSIBILITIES**

##### **A. THE COUNTY OF MONTEREY (hereinafter "County") AGREES TO:**

Provide a portion of the funding made available through June 30, 2013 for the cost of the Governor's 25% Discretionary Dislocated Worker Additional Assistance for Manufacturing & Banking Dislocated Workers Project as specified in an amount not to exceed \$514,019, in accordance with the budget detailed in Exhibit B.

##### **B. CONTRACTOR AGREES TO:**

Provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in this Agreement.

##### **C. ON-THE-JOB AND CUSTOMIZED TRAINING WAIVERS, POLICIES, OPERATIONAL GUIDELINES:**

CONTRACTOR shall adhere to the following guidelines and policies that provide guidance and other pertinent information involved in the establishment, review and approval of an on-the-job training (OJT) contract, customized training contract and supportive services claim:

- Office for Employment Training – On-the-Job Training (OJT) Operational Guidelines July 1, 2004 - FIS 00-003
- WIB Policy #2011-05 – OJT
- WIB Policy #2011-04 – Individual Training Accounts (ITA)
- WIB Policy #2011-03 – Tiered Service Levels - Core Intensive and Training
- WIB Policy #2010-02 – WIB Definition of Adult & Dislocated Worker Eligibility Documentation & Verification
- WIB Policy #2005-05 – WIB Supportive Services Policy
- Office for Employment Training – F03 Supportive Services Policy dated as of 07.05.07

##### **D. UNIVERSAL AND CORE SERVICES**

The CONTRACTOR, in association with DSES, shall carry out services through the Monterey County One-Stop Career Center in Salinas and Seaside serving the community with Workforce Investment Act (WIA) universal services. WIA universal services include access to job listings such as those available in CalJobs and on Career Center job boards, access to the Virtual One Stop (VOS) and other self directed assessment and resume building tools, access to computers and equipment in resource rooms, and access to job seeker workshops. Services provided by the CONTRACTOR will focus upon WIA intake and orientation for participants interested in training.

The CONTRACTOR will ensure that all universal services customers, pursuing training, receive at least one core service prior to WIA enrollment. The CONTRACTOR may also access and coordinate universal career exploration services with other One Stop Career Center partners; or any other agreed upon services offered by DSES and the Employment Development Department, and will augment, not duplicate, those universal services.

## **E. PARTICIPANT SELECTION AND ELIGIBILITY**

The CONTRACTOR will select and screen participants for WIA eligibility, and enroll selected participants into the WIA program. All interested applicants are to be reviewed for eligibility within 30 days of inquiry and are to be encouraged to access universal services to find an OJT employer if one has not already been identified. Participant selection tools used by the CONTRACTOR for applicant screening are subject to prior approval by the WIB Analyst. When a participant has already been enrolled by WIA Services, the contractor will make every effort to develop an appropriate OJT within 30 days. Participants who are screened and determined to be ineligible for WIA will receive universal services to help them find an employer for direct placement.

The CONTRACTOR will be responsible for WIA Dislocated eligibility determinations and for collecting verification documents as required by WIA regulation and instructed by the WIB Director and Contract Analyst.

## **F. WIA ASSESSMENT- INDIVIDUAL EMPLOYMENT PLANS (INTENSIVE SERVICE)**

The CONTRACTOR will provide a comprehensive assessment for all participants selected for core, intensive and OJT training to develop an Individual Employment Plan (IEP) and job specific training plan that meets the participant's employment and training needs and interests. Assessment also provides the CONTRACTOR with another opportunity to ensure that customers are appropriate for an OJT. The CONTRACTOR may use standard web based tools available through VOS and DOL web sites or other validated employment testing and interest survey instruments such as the WorkKeys assessment. Assessment may also involve individualized research assignments, an evaluation of the participant's educational and work history and a face to face interview. At the time of Assessment, information is to be presented on career ladders, demand occupations, salary levels, Earned Income Tax Credit and Energy Assistance Services.

Using the information gathered during the comprehensive assessment phase, the CONTRACTOR will develop a mutually agreed upon IEP. Participants, who are already employed, will be provided with a Career Advancement Plan. The CONTRACTOR'S staff ensures that the participant has also been screened for basic skills, and has completed the Pre-Application and/or equivalent VOS information to ensure that adequate information about the need for supportive services and training as specified on the Employment Plan is on record.

The *Individual Employment Plan* and assessment documents on record may include the following information:

- personal information (with participants signed release)
- Interests, skills and work readiness information
- educational and employment history
- financial situation as it relates to employment goals
- short and long term employment goals
- barriers to employment / advancement and plan to mitigate barriers
- physical accommodations related to employment needs

When the comprehensive assessment indicates that the individual needs skill development or training prior to beginning job search or promotion strategy, the CONTRACTOR will coordinate with WIA Employment Services to access additional training using WIA training scholarships, if available.

## **G. TRAINING SERVICES**

On-the-job training and individual training accounts are expected to be the priority services to help these dislocated workers become re-employed. The CONTRACTOR plans on developing a minimum of 45 on-the-job training or individual training accounts for eligible participants.

Training services will be available through our local adult schools and community colleges as well as private post-secondary training providers listed on the State of California Eligible Training Provider List (ETPL) according to customer choice and assessment.

For OJT opportunities, the CONTRACTOR will seek to identify and work closely with successful employers that offer employment opportunities including company sponsored training, benefits (health, and other), promotional opportunities, and stable employment. The CONTRACTOR will maintain and update a list of employer outreach to assist Contractor staff and participants in identifying potential on-the-job training employers. The CONTRACTOR shall follow the OJT Operational Guidelines that provides guidance and other pertinent information involved in the establishment, review and approval of an OJT contract for dislocated workers.

## **H. EMPLOYER OJT CONTRACTS**

The CONTRACTOR will be responsible for assuring that selected employers have:

- Federal and state tax identification numbers;
- Workers' compensation insurance;
- Reasonable business history and business license;
- Identifiable job with corresponding equipment, materials and supervision to perform the training;
- Ability to commit to skill training outline;
- Ability to enhance marketable skills of OJT employee;
- Ability to support assurances of OJT contract;
- Ability to transition the OJT employee into permanent (more than six months) unsubsidized employment upon completion of training;
- Accounting system that allows for tracking of OJT employee salaries and invoicing procedures; and
- A past performance with OJT contracting (if applicable) that did not indicate serious deficiencies in their ability to train and transition participants.

The WIB approved *OJT Employer Contract* form shall be used. The Contractor will be responsible for assuring that the:

- OJT contract is well matched to the participant's occupational interest
- OJT placements are matched to the participant's required working conditions
- OJT position is matched to the participant's financial situation

- OJT training is well matched to the skills the participant needs to acquire in order to continue in on-going unsubsidized employment.

All contracts will include a job specific training plan, using the ONET occupations and related job descriptions. 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 exceed six (6) months. OJT contracts will be for full-time employment (30 hours or more per week).

Employers with whom OJT contracts are written will be reimbursed by the County, from the training account set-aside in the County's Department of Economic Development, for extraordinary costs associated with training at a rate not to exceed 50% of a participant's wages during the OJT contract period. All skill training will be provided by the employer as specified in the *OJT Employer Contract*. The County will pay the employer directly for OJT training costs (50% wage reimbursement) based on valid invoices submitted to Monterey County Department of Economic Development within fifteen (15) days after the end of each month or reporting period. Invoices will be supported by time cards, and reviewed for accuracy then certified by the CONTRACTOR. The goal is to process the employer's invoices and expedite payment within two (2) weeks of receipt of the invoice.

OJT contracts will be written with employers that have not been deficient in their conduct or participation in any U.S. Department of Labor, State of California, or Monterey 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.

## **I. CASE MANAGEMENT**

The CONTRACTOR will provide case management services throughout each participant's OJT or ITA training period and during the post placement follow-up period. This may include the follow-up period of 90 days after completion and post employment or until exiting from the WIA program.

Case Management activities may include:

- Training site visits (monthly during the OJT training period)
- Employer progress evaluation of OJT (submitted with claims monthly)
- Contact with participants during crucial training, start-up and wind-down periods by telephone
- Arranging for supportive services indicated in the IEP or requested by the participant or employer.
- Arranging and coordinating additional assessment or an ITA for special skills; as appropriate.

- Facilitating participant problem resolution
- Completing all WIA Management Information Systems (MIS) documents in VOS that track the participant while enrolled in the program (until WIA program exit)

**J. SUPPORTIVE SERVICES**

The CONTRACTOR will arrange for supportive services during training and employment to eliminate barriers and improve retention according to the WIB's Supportive Services Policy. This may include work clothing, tools, childcare, finger printing, and transportation assistance. The need for supportive services will be documented in the IEP and revised as needed. The CONTRACTOR will track Supportive Service amounts authorized and stay within the budget allocation in accordance with the WIB Supportive Services Policy.

Staff will assess the need by determining whether or not the participant needs the support to enable him/her to fully participate in WIA, leading to goal achievement(s) and ultimately the attainment of the WIA performance goals.

**K. JOB SITE MONITORING**

The CONTRACTOR will visit the worksite monthly to assess training progress and monitor the validity and propriety of amounts claimed for reimbursement. Monitoring visits and all other contacts with either the participant or the employer related to training will be documented in the VOS case record. Additionally, an OJT evaluation will be completed and signed by the participant's supervisor and the participant each month. A copy of the evaluation, will be given to the employer, a second copy will be filed in the physical case file maintained by the CONTRACTOR. Claims submitted to the WIB are to be substantiated by copies of payroll and time and attendance records.

**L. FOLLOW-UP AND RETENTION SERVICES**

Participants, training providers and OJT employers will be surveyed and provided a customer satisfaction feedback form for their completion to rate the training services and program.

The CONTRACTOR can provide follow up services for all post OJT and direct placement participants on a monthly basis up to 90 days and/or WIA program exit. Contact can be in the form of personal or telephone contact with the participant and is to be documented in the participant's VOS record.

**M. PAYMENT PROVISIONS**

The County shall pay an amount not to exceed \$514,019 for the performance of all things necessary for or incidental to the performance of work as set forth in this agreement. Of this amount, this Agreement specifies that \$225,000 be retained and set-aside by the County for disbursement to employers for OJT contracts or individual training accounts for a maximum of \$5,000 per person and that \$17,100 be set-aside for supportive services for workforce needs related payments; \$196,745 shall be allocated to the CONTRACTOR for staff salaries and benefits, \$74,674 for operating expenses and \$500 for staff travel.

The CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms: See Attached Exhibit B: Budget.

Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, or payment at conclusion of the Agreement, etc.

The County may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the.

The CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.