

July 13, 2010

REVISED

Los Angeles County Board of Supervisors

> Gloria Molina First District

Mark Ridley-Thomas Second District

> Zev Yaroslavsky Third District

> > Don Knabe Fourth District

Michael D. Antonovich

The Honorable Board of Supervisors
County of Los Angeles

County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street

Los Angeles, California 90012

Dear Supervisors

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

20

JULY 13, 2010

SACHI A. HAMAI EXECUTIVE OFFICER

APPROVAL OF AMENDMENT TO AGREEMENT WITH THE WORKER EDUCATION AND RESOURCE CENTER, INC.
(ALL DISTRICTS)
(3 VOTES)

John F. Schunhoff, Ph.D.
Interim Director

Gail V. Anderson, Jr., M.D.
Interim Chief Medical Officer

SUBJECT

Request approval to extend the term of the Agreement with the Worker Education and Resource Center, Inc., for one year 11 months.

313 N. Figueroa Street, Suite 912 Los Angeles, CA 90012

> Tel: 213-240-8101 Fax:213-481-0503

www.dhs.lacounty.gov

To improve health through leadership, service and education IT IS RECOMMENDED THAT YOUR BOARD:

Authorize the Interim Director of Health Services, or his designee, to execute Amendment No. 9 to Agreement No. H-207566 with the Worker Education and Resource Center, Inc. (WERC) effective upon execution to extend the term of the Agreement for the period August July 1, 2010 through June 30, 2011 for the continued provision of personnel and program support services for the Health Care Workforce Development Program (HCWDP), a collaboration between the Department of Health Services (DHS) and the Service Employees International Union (SEIU), with an annual maximum obligation of \$1,737,092 1,592,334 for the extension period.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommendation will allow the Interim Director or his designee to execute an Amendment to the Agreement with WERC, substantially similar to Exhibit I, to continue to provide program services to the HCWDP. The current Agreement expires <u>July 31</u> June 30, 2010. WERC is the lead agency in a newly funded regional collaborative, partially funded through American Reinvestment and Recovery Act (ARRA), with other health care safety net providers, the Los Angeles Community College District, and community based organizations.



The Honorable Board of Supervisors July 13, 2010 Page 2

In 2010, HCWDP received ARRA funding to also serve unemployed or dislocated workers, who may want to enter the healthcare industry. WERC created a regional healthcare sector partnership that includes the Los Angeles Community College District, local WorkSource Centers with the LA City Workforce Investment Board, Kaiser Permanente Health Plan, St. John's Well Child and Family Center, North East Valley Clinic, long-term care employers, and community based organizations.

While the HCWDP program was originally developed by DHS and SEIU Local 721 as a labor/management partnership to serve only DHS employees, WERC is currently convening other safety net providers, including public-private partner health clinics, school based clinics, private hospitals and long-term care facilities, to implement workforce models to support an integrated safety net system. The services funded through this WERC Agreement extension only serve County employees and the grant revenue received by WERC is attributed as a match that specifically benefits the County's workforce.

Implementation of Strategic Plan Goals

The recommended action supports Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The maximum obligation of the WERC Agreement for the remaining 11 months of Fiscal Year 2010-11 is \$1,737,0921,592,334. Funding is included in the Department's 2010-11 Proposed Adopted Budget. The full cost of the HCWDP, including the Department's salaries and employee benefits and services and supplies and the WERC Agreement, is projected to be \$4.3 million in 2010-11. DHS projects spending \$2.34 million in County funds, matched by \$1.9 million of grant revenues and \$0.1 million for repayment of advance, received by either the County or WERC to offset the costs of the HCWDP program.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 11, 2002, your Board approved the initial Agreement with WERC to provide personnel to support the planning, design and implementation of the HCWDP education and training programs for DHS employees as mandated by the 1115 Medicaid Waiver Demonstration Project. WERC was established as a 501(c) 3 non-profit entity by SEIU Local 721 (formerly known as SEIU Local 660) specifically as the vehicle to implement the HCWDP labor/management partnership, linked to the Waiver goals of addressing critical labor shortages, and upgrading worker skills to meet restructuring goals. Funding under this program through December 2008 was 50% State/Federal and 50% County.

The Honorable Board of Supervisors July 13, 2010 Page 3

The HCWDP was initially funded under the Terms and Conditions of the 1115 Waiver Agreement Extension (2000-2005) at \$40 million as a 2:1 match, State and County respectively. The State and County initially identified Workforce Investment Act (WIA) funding for the Program, but this funding was no longer available by the end of FY 2003-04. In FYs 2004-05 through 2005-06, the County allocated Tobacco Settlement funds to complete the County match. In FYs 2006-07 and 2007-08, the State allocated a total of \$11.4 million general funds to complete their remaining obligation under the Waiver agreement. The remaining State general funds of \$2.3 million were carried over into FY 2008-09, through December 31, 2008.

Since 2002, DHS and WERC jointly continued to focus on training and development of DHS employees through customized educational programs and career path training to address areas of critical staffing shortages in DHS. In addition, WERC assisted DHS in recruiting existing DHS employees to train and fill medical personnel vacancies. WERC also provided program support services for HCWDP, such as consultants for research and support for the Labor Management Training Board (LMTB) and central office space for DHS and WERC employees at 500 South Virgil Avenue, Los Angeles, 90020.

Subsequently, your Board approved five amendments to the WERC Agreement for funding and extensions through June 30, 2009. With your Board's approval of Amendment No. 6, on January 13, 2009, Tobacco Settlement Funds, in the amount of \$2.8 million were used authorized to continue WERC's efforts through June 30, 2009. On June 16, 2009, your Board approved a six month extension through December 31, 2009 with delegated authority to extend an additional six month period subject to identification and receipt of sufficient grant funding.

On December 31, 2009, the Interim Director advised your Board that sufficient savings had been achieved in grant funding that carried over from grants previously received so that the net County cost for the program for the entire Fiscal Year 2009-10 would not be exceeded. Your Board most recently approved a one month extension through July 31, 2010.

WERC has obtained grant funding for FY 2010-11 totaling \$1.9 million dollars that will benefit HCWDP. These grants include ARRA funding from the Los Angeles City Workforce Investment Board to operate a health care sector high growth initiative, and a US Department of Labor grant to train environmental service workers at two County hospitals on green techniques. In addition, WERC has funding through a local Los Angeles Workforce Funding Collaborative which includes United Way, the S. Mark Taper Foundation, and Kaiser Community Benefits funds. WERC obtained Office of Statewide Health Planning Development grants for the County's College of Nursing to expand capacity to provide support, coaching, tutoring and licensure exam preparation for DHS employees enrolled in the Registered Nurse program.

The Honorable Board of Supervisors July 13, 2010 Page 4

WERC is tracking grants that are currently being released from the US Dept of Health and Human Services in preparation for changes mandated under the Affordable Care Act. WERC will be partnering with community colleges and local workforce investment boards on a current solicitation for \$5 million over five years to prepare low income individuals with education and training for healthcare occupations.

As a result of the training efforts by DHS and WERC, over 9,300 participants received instruction, which produced over 400 450 new Registered Nurses, and over 400 allied health workers including health information technologists, phlebotomists, licensed vocational nurses, psychiatric technicians and patient financial services workers. In addition, thousands have participated in skills upgrade programs linked to improving the delivery of service.

County Counsel has approved Exhibit I as to form.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the amendment ensures that training of current DHS employees, other partnering health care provider employees, and community residents continues in order to fill areas of critical need in the safety net delivery system.

Respectfully submitted,

John F. Schunhoff, Ph.D.

Interim Director

JFS:sd

Attachment

c: Chief Executive Office County Counsel

Executive Office, Board of Supervisors

WORKFORCE DEVELOPMENT PROGRAM PROGRAM SUPPORT AND SPACE SERVICES AGREEMENT AMENDMENT NO. 9

Thi	s AMENDMENT is ma	ade and entered into this	day of
	, 2010,		
Ву	and between	COUNTY OF LOS ANGELES "County"),	S (hereafter
and		WORKER EDUCATION AND CENTER, INC. (hereafter "Co	
Bus	iness Address:	500 South Virgil Avenue, Suite	200

WHEREAS, reference is made to that certain document entitled "WORKFORCE DEVELOPMENT PROGRAM – PROGRAM SUPPORT AND SPACE SERVICES AGREEMENT", dated June 11, 2002, and further identified as County Agreement No. H-207566 and any amendments thereto (all hereafter "Agreement" or "Contract"); and

WHEREAS, it is the intent of both parties to amend Agreement to extend the term and make certain modifications to the Agreement and its Exhibits; and

WHEREAS, Agreement requires that modifications to Agreement shall be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW THEREFORE, the parties hereto agree as follows:

- 1. This amendment shall be effective upon execution.
- 2. Paragraph 1, <u>TERM</u>, is revised to read as follows:
- "1. <u>TERM</u>: The term of this Agreement is effective June 11, 2002 through June 30, 2011, unless sooner terminated or canceled."
- 3. Paragraph 5, <u>BILLING AND PAYMENT</u>, is revised to read as follows:
- "5. <u>BILLING AND PAYMENT</u>: County agrees to compensate Contractor for services provided pursuant to Exhibits C-9 and D-9, Billing and Payment, attached hereto and incorporated herein by reference.

Upon written approval from Director, Contractor may reallocate among all direct cost budget line items with the exception of Travel and Mileage, up to ten percent (10%) of the amount for the original budget line item during any one fiscal year as long as the Maximum Obligation of County is not exceeded."

- 4. Paragraph 6, <u>COUNTY'S MAXIMUM CONTRACTUAL OBLIGATION</u>, Subparagraph G is added to read:
 - "G. County's maximum obligation for the period August 1, 2010 through June 30, 2011 shall be One Million Five Hundred Ninety-Two Thousand Three Hundred and Thirty-Four Dollars (\$1,592,334)."
- 5. Exhibit A-9, SCOPE OF WORK, attached hereto, shall be added to the Agreement and incorporated herein by reference.
- 6. Exhibit B-9, CENTRAL OFFICE AND INSTRUCTIONAL SPACE, attached hereto, shall be added to the Agreement and incorporated herein by reference.

- 7. Exhibit C-9, WORKER EDUCATION & RESOURCE CENTER (WERC) BUDGET, attached hereto, shall be added to the Agreement and incorporated herein by reference.
- 9. Exhibit D-9, BILLING AND PAYMENT, attached hereto, shall be added to the Agreement and incorporated herein by reference.
- 10. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los

Angeles has caused this Amendment to be subscribed by its Director of Health Services

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and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES
By
John F. Schunhoff, Ph.D. Interim Director of Health Services
WORKER EDUCATION AND RESOURCE CENTER, INC.
Contractor
By
Signature
Printed Name
Title

APPROVED AS TO FORM Andrea Ordin, County Counsel

WORKFORCE DEVELOPMENT PROGRAM PROGRAM SUPPORT AND SPACE SERVICES AGREEMENT SCOPE OF WORK

The Workforce Development Program ("WDP") is a Los Angeles County and Service Employees International Union Local 721 (formerly Local 660) joint labor/management education and training program. In accordance with the WDP Workplans and WDP Training Implementation Plans initially approved by the Board of Supervisors on September 25, 2001. Contractor agrees to provide program staff, program support services, and office and instructional space for WDP. Specifically, the following will be provided:

- Personnel to assist and support the Department of Health Services in the planning, development, and implementation of training and educational programs funded under WDP. The duties of the staff to be provided by Contractor are described in Attachment 1 (Pages 1-5) to this Exhibit.
- Program support services for the Labor Management Training Board ("LMTB"),
 Advisory Committee, and WDP Staff, including travel, education, and consultant services. A more detailed description of these services and costs is provided in
 Attachment 1 (Pages 6-8) to this Exhibit.

Contractor shall bill County for services in accordance with the billing and payment provisions of Exhibit D-9.

Personnel:

WERC staff will work in partnership with DHS staff on all aspects of HCWDP planning and implementation, providing some similar and some unique functions, in a team environment.

Position	Duties & Tasks		Deliverables	Timeframe
Director (1)	 Oversee the operation of HCWDP's central office and satellite offices. Hire, supervise and evaluate HCWDP staff. Convene Program Training and Advisory Boards. Supervise identify, supervise and evaluate educations providers. Ensure the timely submission of reports to the BOS, EDD, Labor/Management Training Board, WERC Board. 	ion of HCWDP's central office and a sevaluate HCWDP staff. Training and Advisory Boards. Supervise and evaluate educational submission of reports to the BOS, gement Training Board, WERC		Monthly Ongoing
Senior Program Manager (1)	 Supervise and evaluate WERC administrative and fiscal functions. Coordinate activities with appropriate HCWDP and DHS staff to promote program development. Review, analyze, and provide recommendations on rules, regulations and policy issues. Manage human resource functions for WERC staff Supervise designated personnel and internal project teams. Perform other complex tasks as assigned. 	ministrative and ate HCWDP and relopment. Sommendations on Some WERC staff and internal project ssigned.	Written report to Director. Quarterly written report to WERC Board of Directors.	Quarterly
Associate Director Educational Programs (1)	 Supervise designated personnel and project teams. Identify and evaluate potential training providers. Develop and evaluate curriculum and skill standards. Oversee development of curriculum. Provide guidance to training vendors. Coordinate development and implementation of designated educational projects. Monitor the quality of training and educational programs. Perform other complex duties as assigned. 	ind project teams. ning providers. and skill standards. m. ors. ementation of educational	Written report to Director. Written report to LMTB. Complete evaluation report on each training initiative.	Weekly As Requested
Data Systems Manager (1)	 Design and maintain a system to collect and analyze program data. Maintain program database in compliance with all 	ain a system to collect and analyze database in compliance with all	Keport to Director.	, who work of
			Exhibit A -	Exhibit A -9: Attacnment 1 8/1/10-6/30/11 Page 1 of 8

Position		Duties & Tasks	Deliverables	Timeframe
		regulations regarding participant eligibility, training/service status, and privacy. Develop database functions to provide reports to HCWDP management and coordinators as requested Provide performance reports to funding agencies. Maintain and update HCWDP website. Supervise Data Systems Technician. Other complex duties as assigned.		
Program Analyst (1)	• • • •	Analyze training needs and potential vendors. Identify sources of funding. Update labor market information. Oversee program evaluation. Provide research in support of program initiatives.	 Written reports on occupational and skill needs. Written reports on potential vendors. Written reports on labor market trends. 	Weekly and monthly
Project Developer (1)		Plan, facilitate, monitor, and track long and short term curriculum development and project activities and timelines. Plan and conduct evaluation of curriculum and instruction. Plan and conduct instructor training and development. Schedule and facilitate internal and external project team meetings in order to establish and meet program goals and timelines. Facilitate communication and joint planning with other staff to further the goals of the program as a whole. Take the lead in maintaining effective working relationships with employer, union representatives, and vendors for training projects. Assess and make necessary recommendations regarding projects and curriculum to supervisors. Coordinate logistics for classes.	Written workplan(s) for each project Written reports to Associate Director Educational Programs or Senior Program Manager.	Weekly Ongoing
Full-time Instructor (2)	• •	Conduct at least two, and up to six, 4-hour sessions two days per week, unless approved by Associate Director Educational Programs or Senior Program Manager Maria would like to. Monitor student performance and make recommendations for next steps. Develop educational curriculum, including instructor manual, student handouts, exercises, tests, and audio	 Written report of students and notes about their progress. Comprehensive instructional program including completed curriculum and ongoing revisions. Complete set of educational materials Up-to-date student lists, notes and progress reports. 	Ongoing

Exhibit A -9: Attachment 1 8/1/10-6/30/11 Page 2 of 8

Position	Duties & Tasks	Deliverables	Timeframe
	 visual materials, for customized system-wide training efforts. Research, evaluate and recommend training methods for other instructors. Provide train-the-trainer sessions in how to use methods. Mentor other instructors in teaching methods and curriculum development, as necessary. Assist with marketing and scheduling of courses as necessary. Track attendance and close out classes in database Other duties as assigned. 	 Report to the Associate Director for Educational Programs documenting participation and performance in the classes. Report to the Instructional Developer as appropriate or required. 	As needed
Part-time Instructor (4)	 Conduct up to16 hours of instruction per week Monitor student participation. Attend team meetings as requested. Assist with marketing and scheduling of courses as necessary. Assist in curriculum development as requested. Track attendance and close out classes in database. 	 Written report of students and notes about their progress. Report to the Associate Director Educational Programs documenting participation and performance in the classes. Report to the Instructional Developer, as appropriate or required. 	Weekly As needed
Implementation Coordinator (3)	 Work with facility-based managers to ensure smooth operation of training and labor/management programs. Provide participant coaching. Coordinate student support services for participants. Assist in the recruitment and orientation of contract student support service providers. Assist with course and schedule planning. Secure locations and scheduling of training courses. Monitor enrollment and ensure appropriate data collection for participants. Assist with marketing of courses. Other duties as assigned. 	Report to the Associate Director Educational programs or Senior Program Manager, as assigned.	Weekly
Data Systems Technician (1)	 Perform customized query reports for managers and staff. Produce program bulletins and other documents. Assist in daily system operations. 	 Report to Data Systems Coordinator. 	Ongoing
	VVOIR OII Special projects.	Exhibit A -9:	Exhibit A -9: Attachment 1

Exhibit A -9: Attachment 1 8/1/10-6/30/11 Page 3 of 8

Run pre-written programs and reports for monthly processing. Run requested labels and computer reports. Other duttles as assigned. Manage applicant files. Field high volume of applicant inquiries, requiring knowledge of complex programs and rules. Field high volume of applicant inquiries, requiring knowledge of complex programs and rules. Fried high volume of applicant inquiries, requiring knowledge of complex programs and rules. Fried high volume of applicant inquiries, requiring knowledge of complex programs and rules. Fried high volume of applicant inquiries, requiring knowledge of complex programs and rules. Assist with the training of new support staff. Assist with the training of new support staff. Coordinate transportation of training equipment and materials to training sites. Coordinate with facility-based staff regarding onsite training sites. Coordinate transportation of training equipment and materials to training sites. Coordinate transportation of training equipment and materials to training sites. Coordinate transportation of training equipment and materials to training sites. Coordinate with facility-based staff regarding onsite training sites. Coordinate training sites. Coordinate with facility-based staff regarding onsite training sites. Coordinate with facility-based staff regarding onsite training sites. Coordinate with participants about eligib				
nior Clerk (1)	Name of the second of the seco	Duties & Tasks	Deliverables	Imetrame
nior Clerk (1)	•	Run pre-written programs and reports for monthly processing.		
nior Clerk (1)	•	Riin regilested labels and committer reports		
nior Clerk (1)	•	Other duties as assigned		
nior Clerk (1)		Manage and the state of the sta		
nior Clerk (1)	•	Manage applicant files.	 Written reports as requested. 	Ongoing
nior Clerk (1)		entrance requirements.		
nior Clerk (1)	•	Field high volume of applicant inquiries, requiring		
nior Clerk (1)		knowledge of complex programs and rules.		
nior Clerk (1)	•	Process orders for training materials and books.		
nior Clerk (1)	•	Assist with the training of new support staff.		
nior Clerk (1)	•	Assist in monitoring the workload of support staff.		
ceptionist/Clerk	Jerk (1)	Coordinate transportation of training equipment and		
ceptionist/Clerk	()	materials to training sites.		
ceptionist/Clerk	•	Ensure that central training sites have received proper		
ceptionist/Clerk		materials for classes.		
ceptionist/Clerk	•	т		
ceptionist/Clerk		training sites.		
ceptionist/Clerk	•	Coordinate training site schedules.		
ceptionist/Clerk	•	Ensure secure storage of all training equipment and		
ceptionist/Clerk		materials.		
ceptionist/Clerk	- Very manufacture of the second of the seco	Other duties as assigned.		
ceptionist/Clerk	•	Screen and refer calls.	Written reports as requested.	Ongoing
ceptionist/Clerk	•	Coordinate transportation of training equipment and)
ceptionist/Clerk		materials to training sites.		
ceptionist/Clerk	•	Ensure that central training sites have received proper		
ceptionist/Clerk		materials for classes.		
ceptionist/Clerk	•			
		training sites.		
• • • •	• IISUCIEIR	Provide assistance to program teams in the smooth		
 Communicate with participants about eligibility and class logistics. Coordinate the production of class materials. Attends all relevant team meetings. Coordinate training site schedules. Ensure secure storage of all training equipment. 		implementation of programs.		
 class logistics. Coordinate the production of class materials. Attends all relevant team meetings. Coordinate training site schedules. Ensure secure storage of all training equipment. Prepare inter-office notices and bulletins as 	•	Communicate with participants about eligibility and		
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 Attends all relevant team meetings. Coordinate training site schedules. Ensure secure storage of all training equipment. Prepare inter-office notices and hulletins as 	•	Coordinate the production of class materials.		
 Coordinate training site schedules. Ensure secure storage of all training equipment. Prepare inter-office notices and hulletins as 	•	Attends all relevant team meetings.		
Ensure secure storage of all training equipment. Prepare inter-office notices and hulletins as	•	Coordinate training site schedules.		
Drepare inter-office notices and bulletins as	•	Ensure secure storage of all training equipment.		
	•	Prepare inter-office notices and bulletins, as		A CONTRACTOR OF THE CONTRACTOR

Exhibit A -9: Attachment 1 8/1/10-6/30/11 Page 4 of 8

Position		Duties & Tasks	Deliverables	Timeframe
		requested.		
	•	Process invoices, as requested.		
	•	Maintain adequate levels of all office and duplication		
	,	supplies.		
	•	Oversee equipment and service needs at central		
		office.		
	•	Place calls for equipment service.		
	•	Other duties as assigned.		
Total		TOTAL NOT TO EXCEED	Transferrence - re-commonwealth - re-commonwealt	\$1 253 525

Program and Staff Development Consultants:
Consultants selected to accomplish the following goals will participate in a competitive bidding process with requests for proposals containing scope of work and deliverables tied to compensation.

PROGRAM DEVELOPMENT CONSULTANTS

Cost	TBD	TBD	TBD	\$29,786
Time	1 st Quarter 1 st Quarter 3 rd quarter	1⁵t – 4 th Quarters	1 st – 3 rd Quarters	
Tasks & Deliverables	 Revise application/assessment instrument to be given to all workers entering long-term educational programs. Research basic adult education training modules for low level and English language learners. Revise educational modules and bridge courses designed to prepare students for entrance into career path training programs. Conduct evaluation studies of training programs – including course selection, methodology, participant experience, and staffing – in order to assess their efficacy and impact for stakeholders. Research to identify and analyze emerging training needs. 	 Develop and sustain qualitative and quantitative evaluation of the outcomes of training programs. 	Develop and implement a plan to increase the visibility and accessibility of training programs, including maintenance and update of the website, written and audio-visual materials.	TOTAL NOT TO EXCEED
Goals	Research and Recommend Best Practices/ Lessons Learned in Workforce Investment and Education Programs	Identify and conduct qualitative documentation and evaluation of the outcomes of career path training	Research and Recommend Best Practices in making workforce training programs	Total

Exhibit A -9: Attachment 1 8/1/10-6/30/11 Page 6 of 8

STAFF DEVELOPMENT CONSULTANTS

Goals	Tasks & Deliverables	Cost	
Training and Professional	Conduct or attend skills enhancement or organizational workshops as needed to enhance the skills of staff.	1 st – 4 th Quarters	TBD
Development			
TOTAL	TOTAL NOT TO EXCEED		\$2,297

Travel and Mileage Travel costs include airfare, ground transportation, registration costs, per diem – at County rates.

	Prince of the second se		
Furpose	Activity	Frame	cost
Attend Relevant Conferences	Three staff to participate in the 3-day California Federation of Labor Workforce and Economic Development Programs Conference. This conference will focus on labor/management training collaborations in California	4 th Quarter	TBD
	 Staff to attend seminars on best practices in teaching and coaching skills Staff to present best practices and models at workforce and education conferences, such as National Network Sector Partners conference Attend other related conferences as appropriate. 	180 180 180	
Travel to visit other WDP programs of special interest	Travel costs for staff members and key stakeholders to participate in exchange programs, such as H-CAP, and to visit other WDP programs of special interest. Staff will study implementation of model programs: curriculum development, academic readiness programs, coaching and tutoring services, etc.	1 st – 4 th Quarters	TBD
Travel to Washington, DC, Sacramento and San Francisco	Meetings with National and State officials and staff as necessary.	TBD	TBD
Mileage	Mileage for 10 staff @ 25 miles/month @ \$.55/mile.		TBD
TOTAL	TOTAL NOT TO EXCEED		\$16,719

CENTRAL OFFICE AND INSTRUCTIONAL SPACE

County shall be responsible for Telecommunication costs related to cellular phone, fax and telephone usage.

Upon termination OR expiration of Agreement, Contractor shall have the right of first refusal to purchase property and furnishings at the central office at fair market value as determined by the County. Contractor shall cooperate with County when such furniture is tagged and inventoried by County staff. Contractor and Director shall inventory and document furnishings and equipment within sixty (60) calendar days following the effective date of this Agreement. Copies of this Equipment and Furniture Inventory, with any supplements thereto which may be added from time-to-time during the course of Agreement, shall be retained by each party for the duration of the Agreement.

COUNTY OF LOS ANGELES WORKFORCE DEVELOPMENT PROGRAM WORKER EDUCATION AND RESOURCE CENTER, INC. BUDGET AUGUST 1, 2010 - JUNE 30, 2011

PERSONNEL COSTS - STAFF SALARIES AND BENEFITS	\$1,253,525
FACILITIES AND COMMUNICATIONS Tenant Improvements - Furniture	17,875
Space - Central Offices Equipment	(A)
CONSUMABLE SUPPLIES	56,145 (B)
TRAVEL AND MILEAGE	16,719
CONSULTANT Staff and Program Development Coach/Tutor and Support Services	32,083 27,958
TOTAL DIRECT COSTS	1,404,306
TOTAL DIRECT COSTS	188,029 (C)
INDIRECT COSTS	\$1,592,334
TOTAL	ψ1,UU£,UU4

Notes:

- (B) Training supplies, books, manuals binders, etc.
- (C) Indirect Cost rate at 15% of Total salary and Employee Benefits.

⁽A) Space/Lease covered by SEIU Local 721 as a contribution to the program.

ESTIMATED BUDGET WORKFORCE DEVELOPMENT PROGRAM AUGUST 1, 2010 - JULY 30, 2011 WERC ADMINISTRATIVE AND PROGRAM FTES

BUDGET FTES

Director -WDP Senior Program Mgr. Associate Director of Education Data Systems Manager/IS Supervisor Project Developer Program Analyst Instructors - Full Time Part Time Casual Implementation Coordinator	\$143,088 67,843 92,186 93,627 54,540 94,800 178,611 109,471 86,625 178,250
Data Systems Technician Sr. Clerk	55,095 60,497
Clerk	38,891
TOTAL	\$1,253,525
LESS SALARY SAVINGS NET TOTAL	<u>\$1,253,525</u>

BILLING AND PAYMENT

1. <u>Monthly Billings</u>: Within ten (10) days following the close of each calendar month (or as may be modified by County) Contractor shall provide County with an invoice itemizing its actual expenditures according to the direct cost categories listed in Exhibit C-9. Indirect costs shall be billed monthly at an amount no greater than 1/12 of the amount budgeted in Exhibit C-9. Following receipt of a complete and accurate invoice, County shall pay Contractor within a reasonable period of time. In no event shall County payments to Contractor hereunder for FY 2010/11 services exceed County's maximum obligation as set forth in Paragraph 6 in the body of the Agreement, or as modified in accordance with Paragraph 7 of Agreement.

All billings shall be submitted within the timeframe and in accordance with the format prescribed by County to comply with the invoicing requirements of the funding source(s).

- 2. <u>Prior Approval of Travel</u>: Contractor shall obtain the written approval of Director for any travel expenses prior to such expenses being incurred.
- 3. No later than April 14, 2011, Contractor shall submit a report showing its actual costs incurred to March 31, 2011. Following reconciliation of such actual costs by County against any payments that County may have already made (including any payments made in FY 2001-02 for start up operational costs), if an overpayment occurred, County shall offset such overpayment against future County payments due

Contractor. Unless extended by County, Contractor shall reimburse County any amount paid by County in excess of Contractor's actual expenditures, no later than July 15, 2011.

WORKFORCE DEVELOPMENT PROGRAM PROGRAM SUPPORT AND SPACE SERVICES AGREEMENT AMENDMENT NO. 9

This AMENDMENT is	made and entered into this day of
, 2010,	
By and between	COUNTY OF LOS ANGELES (hereafter "County"),
and	WORKER EDUCATION AND RESOURCE CENTER, INC. (hereafter "Contractor").
Business Address:	500 South Virgil Avenue, Suite 200 Los Angeles, CA 90020

WHEREAS, reference is made to that certain document entitled "WORKFORCE DEVELOPMENT PROGRAM – PROGRAM SUPPORT AND SPACE SERVICES AGREEMENT", dated June 11, 2002, and further identified as County Agreement No. H-207566 and any amendments thereto (all hereafter "Agreement" or "Contract"); and

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- 3. Paragraph 5, BILLING AND PAYMENT, is revised to read as follows:
- "5. <u>BILLING AND PAYMENT</u>: County agrees to compensate Contractor for services provided pursuant to Exhibits C-9 and D-9, Billing and Payment, attached hereto and incorporated herein by reference.

Upon written approval from Director, Contractor may reallocate among all direct cost budget line items with the exception of Travel and Mileage, up to ten percent (10%) of the amount for the original budget line item during any one fiscal year as long as the Maximum Obligation of County is not exceeded."

- 4. Paragraph 6, <u>COUNTY'S MAXIMUM CONTRACTUAL OBLIGATION</u>, Subparagraph G is added to read:
 - "G. County's maximum obligation for the period August 1, 2010 through June 30, 2011 shall be One Million Five Hundred Ninety-Two Thousand Three Hundred and Thirty-Four Dollars (\$1,592,334)."
- 5. Exhibit A-9, SCOPE OF WORK, attached hereto, shall be added to the Agreement and incorporated herein by reference.
- 6. Exhibit B-9, CENTRAL OFFICE AND INSTRUCTIONAL SPACE, attached hereto, shall be added to the Agreement and incorporated herein by reference.

- 7. Exhibit C-9, WORKER EDUCATION & RESOURCE CENTER (WERC) BUDGET, attached hereto, shall be added to the Agreement and incorporated herein by reference.
- 9. Exhibit D-9, BILLING AND PAYMENT, attached hereto, shall be added to the Agreement and incorporated herein by reference.
- 10. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los

Angeles has caused this Amendment to be subscribed by its Director of Health Services

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and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

By
John F. Schunhoff, Ph.D.
Interim Director of Health Services
WORKER EDUCATION AND
RESOURCE CENTER, INC.
Contractor
By
Signature
C
Printed Name
Title

COUNTY OF LOS ANGELES

APPROVED AS TO FORM Andrea Ordin, County Counsel

WORKFORCE DEVELOPMENT PROGRAM PROGRAM SUPPORT AND SPACE SERVICES AGREEMENT SCOPE OF WORK

The Workforce Development Program ("WDP") is a Los Angeles County and Service Employees International Union Local 721 (formerly Local 660) joint labor/management education and training program. In accordance with the WDP Workplans and WDP Training Implementation Plans initially approved by the Board of Supervisors on September 25, 2001. Contractor agrees to provide program staff, program support services, and office and instructional space for WDP. Specifically, the following will be provided:

- Personnel to assist and support the Department of Health Services in the planning, development, and implementation of training and educational programs funded under WDP. The duties of the staff to be provided by Contractor are described in Attachment 1 (Pages 1-5) to this Exhibit.
- Program support services for the Labor Management Training Board ("LMTB"),
 Advisory Committee, and WDP Staff, including travel, education, and consultant services. A more detailed description of these services and costs is provided in
 Attachment 1 (Pages 6-8) to this Exhibit.

Contractor shall bill County for services in accordance with the billing and payment provisions of Exhibit D-9.

Personnel:

WERC staff will work in partnership with DHS staff on all aspects of HCWDP planning and implementation, providing some similar and some unique functions, in a team environment.

Position	Duties & Tasks	Deliverables	Timeframe
Director (1)	 Oversee the operation of HCWDP's central office and satellite offices. Hire, supervise and evaluate HCWDP staff. Convene Program Training and Advisory Boards. Supervise identify, supervise and evaluate educational providers. Ensure the timely submission of reports to the BOS, EDD, Labor/Management Training Board, WERC Board. 	 Report to DHS and the WERC Board on activities and outcomes. Convene Labor/Management Board meeting. All required program and fiscal reports. 	Monthly Ongoing
Senior Program Manager (1)	 Supervise and evaluate WERC administrative and fiscal functions. Coordinate activities with appropriate HCWDP and DHS staff to promote program development. Review, analyze, and provide recommendations on rules, regulations and policy issues. Manage human resource functions for WERC staff Supervise designated personnel and internal project teams. Perform other complex tasks as assigned. 	Written report to Director. Quarterly written report to WERC Board of Directors.	Weekly Quarterly
Associate Director Educational Programs (1)	 Supervise designated personnel and project teams. Identify and evaluate potential training providers. Develop and evaluate curriculum and skill standards. Oversee development of curriculum. Provide guidance to training vendors. Coordinate development and implementation of designated educational projects. Monitor the quality of training and educational programs. Perform other complex duties as assigned. 	 Written report to Director. Written report to LMTB. Complete evaluation report on each training initiative. 	Weekly As Requested
Data Systems Manager (1)	 Design and maintain a system to collect and analyze program data. Maintain program database in compliance with all 	Report to Director.	Weekly

Position	Duties & Tasks	Deliverables	Timeframe
	regulations regarding participant eligibility, training/service status, and privacy. • Develop database functions to provide reports to HCWDP management and coordinators as requested Provide performance reports to funding agencies. • Maintain and update HCWDP website. • Supervise Data Systems Technician. • Other complex duties as assigned.		
Program Analyst (1)	 Analyze training needs and potential vendors. Identify sources of funding. Update labor market information. Oversee program evaluation. Provide research in support of program initiatives. 	 Written reports on occupational and skill needs. Written reports on potential vendors. Written reports on labor market trends. 	Weekly and monthly
Project Developer (1)	 Plan, facilitate, monitor, and track long and short term curriculum development and project activities and timelines. Plan and conduct evaluation of curriculum and instruction. Plan and conduct instructor training and development. Schedule and facilitate internal and external project team meetings in order to establish and meet program goals and timelines. Facilitate communication and joint planning with other staff to further the goals of the program as a whole. Take the lead in maintaining effective working relationships with employer, union representatives, and vendors for training projects. Assess and make necessary recommendations regarding projects and curriculum to supervisors. Coordinate logistics for classes. 	Written workplan(s) for each project Written reports to Associate Director Educational Programs or Senior Program Manager.	Weekly Ongoing
Full-time Instructor (2)	 Conduct at least two, and up to six, 4-hour sessions two days per week, unless approved by Associate Director Educational Programs or Senior Program Manager Maria would like to. Monitor student performance and make recommendations for next steps. Develop educational curriculum, including instructor 	 Written report of students and notes about their progress. Comprehensive instructional program including completed curriculum and ongoing revisions. Complete set of educational materials Up-to-date student lists, notes and 	Ongoing Weekly

Position	Duties & Tasks	Deliverables	Timeframe
	visual materials, for customized system-wide training efforts. Research, evaluate and recommend training methods for other instructors. Provide train-the-trainer sessions in how to use methods. Mentor other instructors in teaching methods and curriculum development, as necessary. Assist with marketing and scheduling of courses as necessary. Track attendance and close out classes in database Other duties as assigned.	 Report to the Associate Director for Educational Programs documenting participation and performance in the classes. Report to the Instructional Developer as appropriate or required. 	As needed
Part-time Instructor (4)	 Conduct up to16 hours of instruction per week Monitor student participation. Attend team meetings as requested. Assist with marketing and scheduling of courses as necessary. Assist in curriculum development as requested. Track attendance and close out classes in database. 	 Written report of students and notes about their progress. Report to the Associate Director Educational Programs documenting participation and performance in the classes. Report to the Instructional Developer, as appropriate or required. 	Weekly As needed
Implementation Coordinator (3)	 Work with facility-based managers to ensure smooth operation of training and labor/management programs. Provide participant coaching. Coordinate student support services for participants. Assist in the recruitment and orientation of contract student support service providers. Assist with course and schedule planning. Secure locations and scheduling of training courses. Monitor enrollment and ensure appropriate data collection for participants. Assist with marketing of courses. Other duties as assigned. 	Report to the Associate Director Educational programs or Senior Program Manager, as assigned.	Weekly
Data Systems Technician (1)	 Perform customized query reports for managers and staff. Produce program bulletins and other documents. Assist in daily system operations. Work on special projects. 	Report to Data Systems Coordinator.	Ongoing

Position	Duties & Tasks	Deliverables	Timeframe
	Run pre-written programs and reports for monthly		
	processing.		
	Run requested labels and computer reports.		
	Other duties as assigned.		
	Manage applicant files.	 Written reports as requested. 	Ongoing
	Track applicants' compliance with complex college entrance requirements.		
	Field high volume of applicant inquiries, requiring knowledge of complex programs and rules.		
	Process orders for training materials and books.		
	Assist with the training of new support staff.		
	Assist in monitoring the workload of support staff.		
Senior Clerk (1)	Coordinate transportation of training equipment and		
Seriioi Cierk (1)	materials to training sites.		
	Ensure that central training sites have received proper materials for classes.		
	Coordinate with facility-based staff regarding onsite		
	training sites.		
	Coordinate training site schedules.		
	Ensure secure storage of all training equipment and		
	materials.		
	Other duties as assigned.		
	Screen and refer calls.	 Written reports as requested. 	Ongoing
	 Coordinate transportation of training equipment and materials to training sites. 		
	Ensure that central training sites have received proper materials for classes.		
	Coordinate with facility-based staff regarding onsite		
December int/Olest	training sites.		
Receptionist/Clerk (1)	Provide assistance to program teams in the smooth implementation of programs.		
	Communicate with participants about eligibility and		
	class logistics.		
	Coordinate the production of class materials.		
	Attends all relevant team meetings.		
	Coordinate training site schedules.		
	Ensure secure storage of all training equipment.		
	Prepare inter-office notices and bulletins, as		

Position	Duties & Tasks	Deliverables	Timeframe
	requested.		
	Process invoices, as requested.		
	 Maintain adequate levels of all office and duplication supplies. 		
	Oversee equipment and service needs at central office.		
	Place calls for equipment service.		
	Other duties as assigned.		
Total	TOTAL NOT TO EXCEED		\$1,253,525

Program and Staff Development Consultants:

Consultants selected to accomplish the following goals will participate in a competitive bidding process with requests for proposals containing scope of work and deliverables tied to compensation.

PROGRAM DEVELOPMENT CONSULTANTS

Goals	Tasks & Deliverables	Time frame	Cost
Research and Recommend Best Practices/ Lessons Learned in Workforce Investment and Education Programs	 Revise application/assessment instrument to be given to all workers entering long-term educational programs. Research basic adult education training modules for low level and English language learners. Revise educational modules and bridge courses designed to prepare students for entrance into career path training programs. Conduct evaluation studies of training programs – including course selection, methodology, participant experience, and staffing – in order to assess their efficacy and impact for stakeholders. Research to identify and analyze emerging training needs. 	1 st Quarter 1 st Quarter 3 rd quarter	TBD
Identify and conduct qualitative documentation and evaluation of the outcomes of career path training	Develop and sustain qualitative and quantitative evaluation of the outcomes of training programs.	1 st – 4 th Quarters	TBD
Research and Recommend Best Practices in making workforce training programs accessible	 Develop and implement a plan to increase the visibility and accessibility of training programs, including maintenance and update of the website, written and audio-visual materials. 	1 st – 3 rd Quarters	TBD
Total	TOTAL NOT TO EXCEED		\$29,786

STAFF DEVELOPMENT CONSULTANTS

Goals	Tasks & Deliverables	Cost	
Training and Professional Development	Conduct or attend skills enhancement or organizational workshops as needed to enhance the skills of staff.	1 st – 4 th Quarters	TBD
TOTAL	TOTAL NOT TO EXCEED		\$2,297

Travel and Mileage
Travel costs include airfare, ground transportation, registration costs, per diem – at County rates.

Purpose	Activity	Time Frame	Cost
Attend Relevant Conferences	 Three staff to participate in the 3-day California Federation of Labor Workforce and Economic Development Programs Conference. This conference will focus on labor/management training collaborations in California. Staff to attend seminars on best practices in teaching and coaching skills Staff to present best practices and models at workforce and education conferences, such as National Network Sector Partners conference 	4 th Quarter TBD TBD TBD	TBD
Travel to visit other WDP programs of special interest	Attend other related conferences as appropriate. Travel costs for staff members and key stakeholders to participate in exchange programs, such as H-CAP, and to visit other WDP programs of special interest. Staff will study implementation of model programs: curriculum development, academic readiness programs, coaching and tutoring services, etc.	1 st – 4 th Quarters	TBD
Travel to Washington, DC, Sacramento and San Francisco	Meetings with National and State officials and staff as necessary.	TBD	TBD
Mileage	Mileage for 10 staff @ 25 miles/month @ \$.55/mile.		TBD
TOTAL	TOTAL NOT TO EXCEED		\$16,719

CENTRAL OFFICE AND INSTRUCTIONAL SPACE

County shall be responsible for Telecommunication costs related to cellular phone, fax and telephone usage.

Upon termination OR expiration of Agreement, Contractor shall have the right of first refusal to purchase property and furnishings at the central office at fair market value as determined by the County. Contractor shall cooperate with County when such furniture is tagged and inventoried by County staff. Contractor and Director shall inventory and document furnishings and equipment within sixty (60) calendar days following the effective date of this Agreement. Copies of this Equipment and Furniture Inventory, with any supplements thereto which may be added from time-to-time during the course of Agreement, shall be retained by each party for the duration of the Agreement.

COUNTY OF LOS ANGELES WORKFORCE DEVELOPMENT PROGRAM WORKER EDUCATION AND RESOURCE CENTER, INC. BUDGET AUGUST 1, 2010 - JUNE 30, 2011

PERSONNEL COSTS - STAFF SALARIES AND BENEFITS	\$1,253,525
FACILITIES AND COMMUNICATIONS Tenant Improvements - Furniture Space - Central Offices Equipment	17,875
CONSUMABLE SUPPLIES	56,145
TRAVEL AND MILEAGE	16,719
CONSULTANT Staff and Program Development Coach/Tutor and Support Services	32,083 27,958
TOTAL DIRECT COSTS	1,404,306
INDIRECT COSTS	188,029
TOTAL	\$1,592,334

Notes:

- (B) Training supplies, books, manuals binders, etc.
- (C) Indirect Cost rate at 15% of Total salary and Employee Benefits.

⁽A) Space/Lease covered by SEIU Local 721 as a contribution to the program.

ESTIMATED BUDGET WORKFORCE DEVELOPMENT PROGRAM AUGUST 1, 2010 - JULY 30, 2011 WERC ADMINISTRATIVE AND PROGRAM FTES

BUDGET FTES

Director -WDP	\$143,088
Senior Program Mgr.	67,843
Associate Director of Education	92,186
Data Systems Manager/IS Supervisor	93,627
Project Developer	54,540
Program Analyst	94,800
Instructors - Full Time	178,611
Part Time	109,471
Casual	86,625
Implementation Coordinator	178,250
Data Systems Technician	55,095
Sr. Clerk	60,497
Clerk	38,891
TOTAL	\$1,253,525
LESS SALARY SAVINGS	
NET TOTAL	<u>\$1,253,525</u>

BILLING AND PAYMENT

1. <u>Monthly Billings</u>: Within ten (10) days following the close of each calendar month (or as may be modified by County) Contractor shall provide County with an invoice itemizing its actual expenditures according to the direct cost categories listed in Exhibit C-9. Indirect costs shall be billed monthly at an amount no greater than 1/12 of the amount budgeted in Exhibit C-9. Following receipt of a complete and accurate invoice, County shall pay Contractor within a reasonable period of time. In no event shall County payments to Contractor hereunder for FY 2010/11 services exceed County's maximum obligation as set forth in Paragraph 6 in the body of the Agreement, or as modified in accordance with Paragraph 7 of Agreement.

All billings shall be submitted within the timeframe and in accordance with the format prescribed by County to comply with the invoicing requirements of the funding source(s).

- 2. <u>Prior Approval of Travel</u>: Contractor shall obtain the written approval of Director for any travel expenses prior to such expenses being incurred.
- 3. No later than April 14, 2011, Contractor shall submit a report showing its actual costs incurred to March 31, 2011. Following reconciliation of such actual costs by County against any payments that County may have already made (including any payments made in FY 2001-02 for start up operational costs), if an overpayment occurred, County shall offset such overpayment against future County payments due

Contractor. Unless extended by County, Contractor shall reimburse County any amount paid by County in excess of Contractor's actual expenditures, no later than July 15, 2011.