

Karen Durham

From: Karen Durham
Sent: Friday, August 28, 2009 4:36 PM
To: Patty Covey
Cc: Scott Thomason
Subject: Tulare County WIB Nursing/Health Care Interpreter/Manufacturing Agreement

I am forwarding the appropriately signed Permission To Submit Contract Agreement Form, and a hard copy of the Reedley College and Tulare County Workforce Investment Board Agreement for Nursing, Health Care Interpreter and Manufacturing 2009-2010, for review by our legal department and approval from your office.

Please let me know if/when there is anything further I should do with regard to this agreement.

Thanks,

Karen Durham
Administrative Assistant
Office of VP Administrative Services
Reedley College
(559) 638-3641 Ext. 3209

Live Simply, Love Generously, Care Deeply, Speak Kindly, Leave the rest to GOD...

Signed original returned to Karen Durham, RC,
9/1/09.

D. McKay



PERMISSION TO SUBMIT CONTRACT AGREEMENT
REEDLEY COLLEGE

TO: District Office

DATE: Aug 27, 2009
CONTRACTOR: Tulare Co. WTB
DEPARTMENT: Nursing/Health Care Int/Manufacturing
CONTRACT LENGTH: 2009-2010 FY
TOTAL CONTRACT: \$ 147,915
G/L #: —

☒ APPROVE ☐ DENY

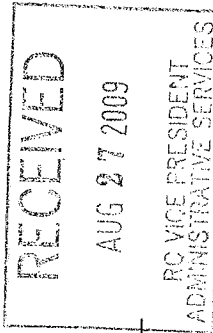
Richard Santos
Vice President - Rick Santos

☒ APPROVE ☐ DENY

Scott Thomason
Vice President - Administrative Services

☒ APPROVE ☐ DENY

B. Hioco
Barbara Hioco
President



Received

AUG 28 2009

President's Office
Reedley College

* Please Return to Karen Durham *

CONTRACT

THIS CONTRACT is entered into as of the 1st day of August, 2009 between the Tulare County Workforce Investment Board, Inc. (TCWIB) a non profit corporation, referred to as the "TCWIB," and Reedley College referred to as the "Vendor";

W I T N E S S E T H:

WHEREAS, the Governor of the State of California, acting under the Workforce Investment Act, referred to as "WIA", has designated Tulare County as a Workforce Investment Area under the WIA; and

WHEREAS, the Board of Supervisors of Tulare County has accepted that designation and expects to receive funds under the WIA Title I-B; and

WHEREAS, the Board of Supervisors has negotiated an agreement with the Tulare County Workforce Investment Board, Inc. to act as grant administrator; and under the terms of that agreement, the TCWIB may contract with any party for purposes set forth in the approved Job Training Plan; and

WHEREAS, the Vendor is willing to enter into this Contract with the TCWIB upon the terms and conditions set forth;

NOW, THEREFORE, THE TCWIB AND THE VENDOR AGREE as follows:

1. WORK TO BE PERFORMED: The Vendor shall, in a satisfactory manner, as determined by the TCWIB, provide the training described in Schedule A, "Statement of Work". All training described in Schedule A shall be completed by December 30, 2010.

2. REPORTS, RECORDS, AND EVALUATIONS: The Vendor agrees to submit to the TCWIB, within designated time lines, such reports as may be required by the TCWIB and routinely prepared by the Vendor.

These reports shall consist of invoices, time and attendance reports, student evaluations, and completion rates for all individuals in the listed classes.

The Vendor shall prepare and maintain records sufficient to show that services are being delivered, and such records shall be available for review at the discretion of the TCWIB.

3. AMENDMENTS/CHANGES: The TCWIB may, from time to time, request changes in the scope of the Vendor services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Vendor compensation, which are mutually agreed upon by and between the TCWIB and the Vendor shall be incorporated in written amendments to the Contract. The TCWIB may also unilaterally modify this Contract in order to accommodate change in the state or local laws, regulations, rules or policies.

4. TERM: The term of this Contract shall be 17 months and shall commence on the 1st day of August, 2009 and terminate on the 30th day of December, 2010 provided, however, that the parties acknowledge that continuation of the program is subject to receipt of funds from the State.

5. SCHEDULE OF PAYMENT: It is mutually understood and agreed that the Vendor shall invoice the Tulare County WIB at the start of each group-sized class for the full amount of the class.

a. The Vendor will submit to the Tulare County WIB in such form and reasonable detail as may be required, invoice(s) supported by documentation of the claimed payment sought in the performance of this Contract and claimed to constitute an allowable cost.

b. After receipt of each invoice and supporting data, the Tulare County WIB shall, except as otherwise provided in the contract, and subject to the provisions of (d) below, make payment thereon.

c. The Tulare County WIB will review the invoices and supporting data before payments are made and invoices shall be subject to reduction for amounts included in the related invoice, which are found by the TCWIB, on the basis of such review, not substantiated by documentation verifying compliance with the provision of this Contract. Any payment may be reduced for overpayments or increased for underpayments made on preceding invoices at the discretion of TCWIB or its agents.

d. Payment of invoices is subject to receipt of funds from the State. In no event, however, will the Vendor receive reimbursement for costs exceeding those set forth in the Statement of Work.

6. INSURANCE AND HOLD HARMLESS: The Eligible Vendor shall provide, and keep in force during the term of this Contract or any extension thereof, at its sole expense, the following:

a. Worker's Compensation Insurance.

b. Commercial General Public Liability Insurance with combined single limit coverage of at least \$1,000,000 per occurrence for bodily injury and property damage on all Vendor activities under this Contract. Such insurance policy shall name the TCWIB and the County of Tulare and their officers, employees, and agents as additional insureds. The Eligible Vendor shall file with the TCWIB a certificate of said coverage with original endorsements, signed by a person authorized to bind coverage.

The Vendor shall hold harmless, defend and indemnify the TCWIB and the County of Tulare from and against any liability, claims, actions, costs, damages or losses for injury, including death, to any person or damage to any property arising out of Vendor's activities under this Contract.

The Vendor shall hold harmless, defend and indemnify the TCWIB and the County of Tulare from and against any liability, claims, actions, costs, damages or losses incurred by the TCWIB or the County of Tulare, as result of Vendor's improper use of funds under this Contract.

The above obligations to indemnify will continue beyond the term of this Contract as to any act or omission that occurred during the term of this Contract or any extension thereto.

7. NONDISCRIMINATION: SERVICES: EMPLOYMENT: Vendor agrees not to discriminate in the delivery of services on the basis of race, color, creed, national origin, sex, age, marital status, political affiliation, or condition of physical or mental disability. Vendor agrees to inform individuals of their right to a State or federal hearing for resolution of any client complaints.

The California Fair Employment Practice Act (Labor Code Section 1410 et seq.) prohibits discrimination in employment on the basis of race, religion, color, sex, physical disability, mental disability, medical condition, marital status, age, national origin or ancestry, or political affiliation, and applies to all employers, employment agencies and labor organizations.

Title VII of the Federal 1964 Civil Rights Act (42 U.S.C. Sections 2000e - 2000e-17) prohibits employment discrimination on the basis of race, color, sex, religion, or national origin, and applies to certain employers. There are also other Federal and State laws that prohibit employment discrimination in particular cases. The Vendor shall familiarize itself with, and

comply with, all applicable laws relating to employment discrimination.

8. AUDITS AND INSPECTIONS: At any time during normal business hours and as often the U.S. Comptroller General, Auditors of the State of California, or the TCWIB may deem necessary, the Vendor shall make available, for examination, all of its records with respect to all matters covered by this Contract. The TCWIB, Auditor of the State of California, or the U.S. Comptroller General shall have the authority to audit, monitor, examine, and make excerpts or transcripts from records, including all contracts, invoice materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by the Contract.

a. The TCWIB shall have the authority to examine the books and records used by the Vendor in accounting for expenses incurred under this Contract. Should these books and records not meet the minimum standards of the accepted accounting practices, and if sited items are not corrected within a reasonable period of time, the TCWIB reserves the right to withhold any or all of its payments to the Vendor until such time as they do meet these standards.

b. The TCWIB shall have the authority to examine all forms and documents used, including, but not limited to, purchase requisitions, purchase orders, supply requisitions, invoices, journal vouchers, travel vouchers, payroll checks, and other checks used by the Vendor for programs covered by this Contract.

c. The TCWIB reserves the right to dispatch auditors of its choosing to any site where any phase of the program is being conducted, controlled, or advanced in any way, tangible or intangible. Such sites may include the administrative office, any branch office or other locations of the Vendor if such sites or the activities performed thereon have any relationship to the program(s) covered by this Contract. Such site visits will be scheduled in order not to disrupt ongoing operations.

9. TERMINATION:

a. CAUSE: The TCWIB may, by giving five (5) calendar days prior written notice specifying the effective date, terminate this Contract in whole or in part for the following causes:

(1) Failure, for any reason, of the Vendor to fulfill in a timely and proper manner its obligations under this Contract.

(2) Ineffective or improper use of funds provided under this Contract; or,

(3) Suspension or termination by the State or Federal Government of the Grant or Grants to the

County of Tulare under which this Contract is made, or the portion or portions thereof designated by this Contract.

The TCWIB may also assign and transfer this Contract when required by State direction or as deemed necessary by the TCWIB. If the Vendor is unable or unwilling to comply with such additional conditions as may be added, the Vendor may terminate the contract by giving thirty (30) calendar days prior written notice to the TCWIB, signifying the effective date thereof. In the event of any termination, data or reports, prepared by the Vendor under this Contract, shall be disposed of in accordance with State or local directives, and the Vendor shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the Contract. Notwithstanding the above, the Vendor shall not be relieved of liability to the TCWIB or the County of Tulare for damages sustained by the TCWIB or County by virtue of any breach of the Contract by the Vendor, and the TCWIB may withhold any payment to the Vendor, for the purpose of setoff until such time as the exact amount of damages due the TCWIB or County from the Vendor is agreed upon or otherwise determined.

b. CONVENIENCE:

(1) The performance of work under the Contract may be terminated, in whole, or in part, by the TCWIB whenever they determine that such termination or suspension is in the best interest of the Workforce Investment Area/Sub-State Area. Termination of work hereunder shall be effected by delivery to the Vendor with a Notice of Termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective. In no instance shall a termination for convenience be effective in less than thirty (30) calendar days after receipt of notice thereof.

(2) After receipt of the Notice of Termination, the Vendor shall cancel outstanding commitments covered under this Contract. In addition, the Vendor shall exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering personal services that extend beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. Upon termination without cause, the TCWIB will pay to the Vendor all reasonably and necessarily incurred costs associated with performance under this Contract.

10. PROVISION AGAINST ASSIGNMENT/CONTRACTING: Vendor shall neither assign nor subcontract this Contract, either in whole or in part, without the prior written consent of the TCWIB. Any attempted assignment without such prior written consent shall automatically terminate this Contract.

Schedule A: "Statement of Work"

The Vendor shall provide group-sized classroom training to WIA Title IB eligible Tulare County residents in the subject matters specified in the matrix incorporated herewith in the Statement of Work. All Group-Sized Training proposals submitted by the Vendor and accepted by the TCWIB are incorporated hereby reference. The start dates for each classroom training activity are negotiable based on student demand. By mutual agreement of the TCWIB and the Vendor, training classes may be substituted for other training classes in the matrix. All work to be performed shall be completed by December 30, 2010. Vendor will include classroom attendance rosters with their invoices. Vendor shall promptly report individual student attendance and progress issues to the TCWIB.

Reedley College

	Training Program	Training Facility Location	Training Hours Per Trainee	Total Training Hours	No. of Trainees	Cost Per Trainee	Amount Funded
1.	Health Care Interpreter	Dinuba Vocational Center	140 lecture + 230 lab	7400	20	\$1,911.05	\$38,221
2.	Nursing Assistant	Dinuba Vocational Center (Theory course) and Palm Village and Dinuba New Covenant Care Nursing Home	88.4 theory 121.6 clinical	3,150	15	\$2,001.53	\$30,023
3.	Manufacturing	Reedley College	432	8,640	20	\$3,984	\$79,671

11. NOTICE AND DELIVERY: Any notice to be given hereunder shall be in writing and shall be served by personal delivery or by first class mail, postage prepaid and addressed as follows:

Tulare County Workforce Investment Board, Inc.

Attn: Adam Peck, Executive Director
4025 W. Noble Ave., Suite A
Visalia, CA 93277

VENDOR: Reedley College
995 N. Reed Ave.
Reedley, CA 93654

IN WITNESS WHEREOF, the TCWIB and the Vendor have executed this Contract on the date first above written.

By _____
Vendor

Date

8/31/09

TULARE COUNTY WORKFORCE INVESTMENT BOARD, INC.

By _____

Recommend: TCWIB Executive Director

Date

By _____

Approved: TCWIB Chair

Date