

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

CONTRACT

**31253**

1  
2  
3 THIS CONTRACT is entered into, in duplicate, effective as of April 1, 2009  
4 for reference purposes only, pursuant to a minute order adopted by the City Council of  
5 the City of Long Beach at its meeting held on January 20, 2009, by and between  
6 CALIFORNIA STATE UNIVERSITY LONG BEACH FOUNDATION – VETERAN'S  
7 EMPLOYMENT – RELATED ASSISTANCE PROGRAM, a California non-profit  
8 corporation, with offices located at 6300 State University Drive, #332, Long Beach,  
9 California 90805, hereinafter referred to as "CONTRACTOR", and the CITY OF LONG  
10 BEACH, ADMINISTERING ENTITY FOR THE PACIFIC GATEWAY WORKFORCE  
11 INVESTMENT NETWORK, a municipal corporation, hereinafter referred to as the "CITY".

12 WHEREAS, City has entered into an agreement for Veteran's Employment-  
13 Related Assistant Program with the County of Orange (hereinafter "County"), Agreement  
14 No. V1-V-09, said agreement is hereinafter referred to as "Prime Contract"; and

15 WHEREAS, in order to fulfill its obligations to State under the Prime  
16 Contract, City desires to engage Contractor to provide certain WIA program  
17 activities/services; and

18 WHEREAS, Contractor desires to perform such work in accordance with  
19 the terms and conditions of this Contract;

20 NOW, THEREFORE, in consideration of the terms and conditions  
21 contained herein, it is mutually agreed by and between the parties hereto as follows:

22 1. DOCUMENT INCORPORATION

23 That the following documents are hereby incorporated herein and made a  
24 part hereof by this reference as if set forth in full herein:

25 A. Attachment "A", which is the Prime Contract referenced  
26 hereinabove (or any extension or continuation thereof or any grant agreement  
27 which is the successor thereto) between the City and the County of Orange and  
28 the documents incorporated therein and attachments thereto, including the

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

1           assurances and certifications to the County.

2                   B.     Attachment "B" which is attached hereto, consisting of the  
3     Contractor's program description, statement of work to be performed, Contractor's  
4     operation plan for participants, program conditions and standards for Contractor's  
5     performance under this Contract.

6                   C.     Attachment "C" which is attached hereto, consisting of the  
7     Project Budget Summary for Contractor's program.

8                   D.     Attachment "D" which is attached hereto, consisting of the  
9     Program/Budget Summary Form.

10                  E.     Attachment "E" which is attached hereto, consisting of  
11     Performance/Participant Plan.

12                   Contractor and City agree to be bound by all the terms, conditions and  
13     provisions contained in the Prime Contract referred to hereinabove and the documents  
14     incorporated therein and the attachments thereto, as presently worded or as promulgated  
15     or amended in the future, and by all the terms, conditions and provisions contained in all  
16     the documents incorporated herein by reference, to the extent that said Prime Contract  
17     and the documents incorporated herein are applicable to the portions of Contractor's  
18     performance hereunder; and the parties hereto agree to perform all duties, obligations  
19     and tasks referable to each of said parties as set forth in said documents. In the event  
20     there is any conflict between the provisions of this Contract and the provisions of the  
21     Prime Contract referred to hereinabove, including the attachments thereto and the  
22     documents incorporated therein, as presently worded or as amended in the future, the  
23     parties hereto agree that the provisions of said Prime Contract shall prevail.

24                   2.     ATTACHMENTS

25                   Contractor shall conduct a part of the City's WIA program in accordance  
26     with the provisions of Attachments "A" through "E" which are attached hereto and  
27     incorporated herein by reference; and Contractor hereby agrees to assume full  
28     responsibility for the performance of the operation, coordination and administration of

1 such program pursuant to all the terms and conditions of Attachments "A" through "E".

2 3. TERM

3 The term of this Contract shall commence as of April 1, 2009, and unless  
4 sooner terminated pursuant to the provisions hereof, this Contract shall terminate at  
5 midnight on September 30, 2010, and all eligible program costs as indicated in  
6 Attachment "C", may be incurred during said period. Either of the parties hereto shall  
7 have the right to terminate this Contract in its entirety at any time during the term hereof  
8 for any reason whatsoever by giving 15 days' prior written notice of termination to the  
9 other party; and the City shall have the additional right to cancel any part of this Contract  
10 at any time during the term hereof for any reason whatsoever by giving 15 days notice of  
11 such cancellation to the Contractor.

12 Notwithstanding the above, the City shall have the right to immediately  
13 terminate and cancel this Contract where, at the sole determination of the City,  
14 Contractor subjects City to liability, legal obligations or program operation obligations by  
15 Contractor's actions and/or breach.

16 After each quarter, the City will compare the Contractor's planned  
17 performance and contract earning levels with the Contractor's actual performance and  
18 contract earning levels. If the Contractor is twenty-five (25%) percent below planned  
19 performance and contract earning levels at the end of the first quarter or any quarter  
20 thereafter, the Contractor shall implement a corrective action plan, which is subject to  
21 City review and approval.

22 Underperformance at the end of the second quarter or any quarter  
23 thereafter, shall permit the City to unilaterally cancel the contract or, in the alternative and  
24 at the sole discretion of the City, deobligate funds from this Contract up to the amount of  
25 the underexpenditures.

26 4. PAYMENT

27 The City shall, in due course, reimburse the Contractor for the actual,  
28 reasonable and necessary costs and expenses incurred by Contractor in the

1 performance of this Contract which are authorized and approved by Attachment "B" and  
2 are in accordance with and pursuant to the Prime Contract, to the extent that such Prime  
3 Contract is applicable to the Contractor's performance hereunder. Such payments by the  
4 City shall be made only from State funds and shall be payable only after the City receives  
5 said County funds with which to make such payments pursuant to the Prime Contract.

6 City may only make such advance payments hereunder to the Contractor  
7 as are authorized and permitted by the State. Such advance payments to the Contractor  
8 shall only be made from funds which are received by the City from the State under the  
9 Prime Contract for such disbursement to the Contractor and such payments shall be  
10 made in accordance with said Prime Contract and pursuant to Attachment "C". In no  
11 event shall the total of such advance payments exceed an amount equal to the average  
12 budgeted expenses for one (1) month as set forth in Attachment "C". Contractor will  
13 maintain a separate account number within its accounting system for funds received  
14 hereunder as advance payments.

15 Payment to the Contractor shall be limited to the amounts specified in  
16 Attachment "C" for the categories, criteria and rates established in said Attachment.  
17 Contractor may, with prior written approval from the City Manager or his designee make  
18 adjustments within and among the categories of expenditures in the project budget  
19 (Attachment "C"), and modify the performance to be rendered hereunder as provided in  
20 Attachment "E"; provided, however, that such adjustment in expenditures shall not  
21 exceed the amount of the total budget authorized in Attachment "C". The agent or  
22 representative of Contractor who signs as the maker of checks or drafts or in any manner  
23 authorizes the disbursement of said funds or expenditure of same shall be covered by a  
24 blanket fidelity or comprehensive crime bond regarding the handling of said funds in an  
25 amount set out in Section 11, paragraph E of this Contract.

26 Contractor shall not charge nor receive compensation under this Contract  
27 for any services or expenses unless said services or expenses are directly and  
28 exclusively related to the purposes of this Contract, and provided that payment is not also

1 received by Contractor from some other source for said services or expenses.

2 Disbursement of funds received from the County shall be under the  
3 direction of the City Manager or his designee and shall be in accordance with the  
4 provisions of this Contract and pursuant to the Prime Contract and any additional  
5 procedures, regulations and reporting requirements which are established by the City that  
6 do not conflict with the County.

7 All payments to Contractor by the City, including advance payments will be  
8 based upon invoices and the necessary supporting documents which the County and the  
9 City may require Contractor to submit. The expenditure of all funds shall be accounted  
10 for promptly, and Contractor shall keep separate detailed accounts for each expenditure  
11 for each component part of this project.

12 Public or private non-profit contractor revenues in excess of costs are to be  
13 treated as program income or profits in accordance with the City of Long Beach Program  
14 Income Policy and will be used to further program objectives, unless the Director requires  
15 that such income be turned over to the County.

16 5. RECORDS

17 Contractor's records relating to the performance of this Contract will be kept  
18 and maintained in the manner and method prescribed by applicable County regulations  
19 and guidelines and City requirements and will be current, complete and available for  
20 purposes of inspection and audit during business hours as deemed necessary upon  
21 request by representatives of federal, state and local agencies.

22 Contractor shall provide access to all documents and materials related to  
23 this Contract and shall provide any information that the City's designees require in order  
24 to monitor and evaluate Contractor's performance of the program. Contractor's records  
25 shall be maintained and accessible for a period of seven (7) years from the end of the  
26 contract period.

27 6. FINANCIAL REPORTS

28 Contractor shall promptly distribute to the City Manager or his designee

1 copies of all correspondence including, but not limited to, financial, operational and  
2 performance reports which Contractor submits to or receives from the County.  
3 Contractor shall provide all other reports, documents or information requested or required  
4 by the City or the County within three (3) days of written request by the City unless  
5 otherwise stated by the City. Upon termination of the contract, the Contractor shall  
6 perform all necessary close-out procedures required by the County and the City,  
7 including preparation of close-out reports and transmittal to the City of all documents in  
8 the possession of Contractor which relate to the conduct of the program, within the time  
9 and in the manner prescribed by the City. Final payment to the Contractor under this  
10 Contract will be paid only after the City has determined that Contractor has satisfactorily  
11 completed said close-out procedures.

12 If the Contractor is subject to the Single Audit Act (SAA), the Contractor  
13 shall include this Contract within the scope of the SAA audit. A copy of the SAA final  
14 audit report shall be delivered to the City of Long Beach within thirty (30) calendar days  
15 after its receipt by the Contractor and no later than six (6) months after the end of the  
16 Contractor's fiscal year. In the event the Contractor fails to comply with this requirement,  
17 the Contractor may be liable for any costs incurred for substitute audit or review ordered  
18 by the City.

#### 19 7. ACCOUNTING PROCEDURES

20 On a monthly basis, the Contractor will submit an invoice with supporting  
21 documentation for payment based upon the cost categories in Attachment "C". These  
22 invoices will be due within ten (10) working days after the end of each month. The  
23 monthly Contractor payment requests will be completed in the format required by the  
24 City.

25 The Contractor will establish separate account numbers within its  
26 accounting system to account for the expenditures and revenues of this Contract. The  
27 Contractor's accounting system will be in compliance with agency procedures, applicable  
28 Federal and State regulations and City requirements, and will be consistent with the

1 provisions of this Contract.

2 The following fiscal and accounting procedures shall be followed:

3 A. Maintain a bank account and perform monthly bank  
4 reconciliations.

5 i. Deposit all receipts in the bank account promptly and  
6 intact. (Do not pay any expense directly out of cash receipts.)

7 ii. Maintain bank validated copies for every deposit slip in  
8 chronological order. Each deposit slip should include sufficient detail to  
9 explain the source of the funds being deposited. (This may be done by  
10 recording the details on the deposit slip or by attaching supporting  
11 documentation which may have been received with the receipts.)

12 iii. Disburse all funds by check, preferably signed by two  
13 employees, neither of whom is the bookkeeper or the accounting clerk.

14 B. Designate specific employees to perform each of the following  
15 functions:

16 i. Receipt for goods and services provided to Contractor.

17 ii. Approve the purchase of goods and services for  
18 Contractor.

19 iii. Approve employee time sheets.

20 iv. The designee for B.1 and B.2 above cannot be the  
21 same person.

22 C. Maintain documented support for every check written which  
23 should include:

24 i. Original invoice from vendor.

25 ii. Indication by signature and date of an authorized  
26 employee that the goods or services were received by the Contractor. (This  
27 may be done on a separate receiving report, a copy of a packing slip or on  
28 the invoice itself.)

1                   iii.     Indication that the goods or services were approved for  
2                   purchase by an authorized individual. (This should be by signature and  
3                   dated and should appear on the invoice or on the purchase order or  
4                   purchase requisition, if such is used by the Contractor.)

5                   D.     Maintain a copy of each invoice submitted to Grants  
6                   Accounting with copies of all supporting documents.

7                   E.     Keep the following records in an orderly fashion by grant  
8                   period or Contractor's fiscal year:

- 9                   i.     Bank statements and bank reconciliations.  
10                  ii.    Deposit slips and supports.  
11                  iii.   Checks and supports.  
12                  iv.   Time sheets or documentation to verify Contractor's  
13                  labor costs.  
14                  v.     Cash receipts and cash disbursement journals.  
15                  vi.    Requests for reimbursement and supports.  
16                  vii.   Financial statements.

17                  F.     Maintain and file all required tax and personnel reports with  
18                  appropriate agencies.

19                  G.     Contractor must adhere to all audit requirements as outlined  
20                  in OMB Circular A-128 or A-133 as applicable.

21                  All invoices and billings will be considered final and must be submitted  
22                  within 45 calendar days from the end of the contract term. Resolution of disputed matters  
23                  must be resubmitted within 15 calendar days from date mailed to Contractor. Thereafter,  
24                  City may at its sole discretion elect to not consider any material submitted late.

25                  8.     INDEPENDENT CONTRACTOR STATUS

26                  It is distinctly understood that in the performance of this Contract, the  
27                  Contractor shall at all times be considered a wholly independent contractor and that  
28                  Contractor's obligations to and authority from the City are solely as are prescribed by this



1 Contract. Contractor expressly warrants that it will not, at any time, hold itself out or in  
2 any manner represent that Contractor or any of its agents, volunteers, subscribers,  
3 members, officers or employees are in any manner the officers, employees or agents of  
4 the City or the Pacific Gateway Workforce Investment Board (Board), an unincorporated  
5 non-profit association. Contractor shall not have any authority to bind the City or the  
6 Board for any purpose at any time during the term hereof. Contractor or any of  
7 Contractor's officers, employees or agents shall not have any power or authority as  
8 agents or employees of the City or the Board and shall not be entitled to any of the rights,  
9 privileges or benefits of a City or the Board employee.

10 9. ASSIGNMENT

11 Contractor may not delegate its duties or assign its rights hereunder, either  
12 in whole or in part, without the prior written consent of the City.

13 10. INDEMNIFICATION AND HOLD HARMLESS

14 Contractor expressly agrees to defend, protect, indemnify and hold the  
15 Board, the City, their officers, employees and agents, free and harmless from and against  
16 any and all claims, damages, expenses, loss or liability of any kind or nature whatsoever  
17 growing out of, or resulting from the alleged acts or omissions of Contractor, its officers,  
18 agents or employees in the performance of this Contract; and Contractor shall at its own  
19 cost, expense and risk, defend all claims or legal actions that may be instituted against  
20 either the Contractor, the Board, or the City, and Contractor shall pay any settlement  
21 entered into or satisfy any judgment that may be rendered against either the Contractor,  
22 the Board, or the City as a result of said alleged acts or omissions of Contractor, its  
23 officers, agents or employees in the performance of this Contract.

24 11. INSURANCE

25 Concurrent with the execution of this contract by Contractor, and as a  
26 condition precedent to the effectiveness of this contract and in partial performance of the  
27 obligations assumed under Section 10 hereof, Contractor shall procure and maintain at  
28 Contractor's expense for the duration of this contract the following insurance against

1 claims for injuries to persons or damage to property which may arise from or in  
2 connection with the performance of this contract by the Contractor, its agents,  
3 representatives, employees or subcontractors.

4           A.     Comprehensive General Liability in an amount not less than  
5           Two Million Dollars (\$2,000,000.00) combined single limit for each occurrence or  
6           Four Million Dollars (\$4,000,000.00) General Aggregate for bodily injury, personal  
7           injury and property damage. The Board, the City, their officials, employees,  
8           agents, and volunteers shall be covered as insureds as respects liability arising  
9           out of activities performed by or on behalf of the Contractor and coverage shall be  
10          in a form acceptable to the City Risk Manager.

11          B.     Automobile Liability in an amount not less than Five Hundred  
12          Thousand Dollars (\$500,000.00) combined single limit per accident for bodily  
13          injury and property damage covering owned, non-owned and hired vehicles.

14          C.     Workers' Compensation as required by the Labor Code of the  
15          State of California and Employers' Liability limits of One Million Dollars  
16          (\$1,000,000.00) per occurrence.

17          D.     Accidental Medical, Death and Dismemberment Insurance for  
18          all participants not entitled to workers' compensation benefits under the provisions  
19          of Section 3700 of the Labor Code of the State of California, unless this  
20          requirement has been waived in writing by the City Risk Manager. Said insurance  
21          shall be in amounts not less than One Hundred Thousand Dollars (\$100,000.00)  
22          Accident Medical and Twenty-Five Thousand Dollars (\$25,000.00) Accidental  
23          Death and Dismemberment.

24          E.     Blanket Honesty or Comprehensive Crime Bond in an amount  
25          of fifty percent (50%) of sums payable under this contract, or Twenty-Five  
26          Thousand Dollars (\$25,000.00), whichever is higher, to safeguard the proper  
27          handling of funds by those employee's agents or representatives of the Contractor  
28          who sign as the maker of checks or drafts or in any manner authorize the

1 disbursement or expenditure of said funds.

2 Each insurance policy shall be endorsed to state that coverage shall not be  
3 cancelled by either party, reduced in coverage or in limits, except after thirty (30) days'  
4 prior written notice has been given to the City, and shall be primary and not contributing  
5 to any other insurance or self-insurance maintained by the City or the Board.

6 Acceptable insurance coverage shall be placed with carriers admitted to  
7 write insurance in California, or carriers with a rating of or equivalent to A:VIII by A.M.  
8 Best Company and may be subject to such self-insurance or deductible as may be  
9 approved by the City Risk Manager. Any subcontractors which Contractor may use in the  
10 performance of services under this contract shall be required to maintain insurance in  
11 compliance with the provisions of this Section.

12 Contractor shall furnish the City with certificates of insurance and with  
13 original endorsements affecting coverage as required above. The certificates and  
14 endorsements for each insurance policy shall be signed by a person authorized by that  
15 insurer to bind coverage on its behalf. Policies written on a "claims made" basis shall  
16 provide for an extended reporting period of not less than one hundred eighty (180) days.  
17 No claims made policies shall be acceptable to City unless the City Manager determines  
18 that no occurrence policy is available in the market for the particular risk being insured.  
19 Any modification or waiver of the insurance requirements contained in this contract shall  
20 only be made with the written approval of the City Risk Manager in accordance with  
21 established City policy.

22 12. DRUG-FREE WORKPLACE

23 Contractor shall comply with Government Code Section 8355, in matters  
24 relating to providing a drug-free workplace as follows:

25 A. Publish a statement notifying employees that unlawful  
26 manufacture, distribution, dispensation, possession, or use of a controlled  
27 substance is prohibited and specifying actions to be taken against employees for  
28 violations, as required by Government Code Section 8355(a).

1 B. Establish a Drug-Free Awareness Program as required by  
2 Government Code Section 8355(b), to inform employees about all of the following:

- 3 i. The dangers of drug abuse in the workplace,  
4 ii. The person's or organization's policy of maintaining a  
5 drug-free workplace,  
6 iii. Any available counseling, rehabilitation and employee  
7 assistance programs, and  
8 iv. Penalties that may be imposed upon employees for  
9 drug abuse violations.

10 C. Provide as required by Government Code Section 8355(c),  
11 that every employee who works on the proposed contract or grant:

- 12 i. Will receive a copy of the company's drug-free policy  
13 statement, and  
14 ii. Will agree to abide by the terms of the company's  
15 statement as a condition of employment on the contract or grant.

16 Contractor may be subject to suspension of payments or termination for  
17 failure to carry out the requirements of Government Code Section 8355 (a) to (c). As  
18 provided in Government Code Section 8357, the City shall not be required to ensure that  
19 Contractor provides a drug-free workplace.

20 13. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

21 In the performance of this Contract, the Contractor will not discriminate  
22 against any person in receiving aid, benefit, service or training on the basis of race, color,  
23 religion, ancestry, sex, sexual orientation, AIDS, AIDS related condition, national origin,  
24 age, marital status, disability, handicap, veteran status, political affiliation or belief, and,  
25 for beneficiaries only, citizenship or participation in WIA. The Contractor will take  
26 affirmative action to ensure that applicants are employed, and that employees are treated  
27 during employment or services in an equal manner, without regard to their race, color,  
28 religion, ancestry, sex, sexual orientation, AIDS, AIDS related condition, national origin,

1 age, marital status, disability, handicap, veteran status, political affiliation or belief, and,  
2 for beneficiaries only, citizenship or participation in WIA. Such action shall include, but  
3 not be limited to, the following: employment, upgrading, demotion or transfer; recruitment  
4 or recruitment advertising; layoff or termination; rates of pay or other forms of  
5 compensation; and selection for training, including apprenticeship.

6 The Contractor shall permit access by the City or any other agency of the  
7 county, state or federal governments to Contractor's records of employment, employment  
8 advertisements, application forms and other pertinent data and records, for the purposes  
9 of investigation to ascertain compliance with the fair employment practices provisions of  
10 this Contract.

11 Contractor shall at all times be in compliance with all applicable provisions  
12 of the Americans with Disabilities Act of 1990 (ADA). Compliance with the ADA shall be  
13 the sole responsibility of Contractor and Contractor shall defend and hold the City and  
14 GLBWDB harmless from any expense or liability arising from Contractor's non-  
15 compliance therewith. For instance, in compliance therein, if a disabled person is  
16 qualified to perform the essential functions of a job, Contractor shall not discriminate  
17 against the disabled and shall make reasonable accommodations to enable a disabled  
18 person to perform the essential functions of the job position. Contractor shall take  
19 appropriate steps to ensure that communications with beneficiaries, applicants, eligible  
20 applicants, participants, applicants for employment, employee and members of the public  
21 who are individuals with disabilities are as effective as communications with others.  
22 Facilities providing service to the public shall provide access to persons with disabilities  
23 as required by the ADA.

24 14. CONFIDENTIALITY

25 Contractor shall keep all Data confidential and shall not disclose the Data or  
26 use the Data directly or indirectly other than in the course of services provided hereunder  
27 during the term of this Contract and following expiration or termination of this Contract. In  
28 addition, Contractor shall keep confidential all information, whether written, oral, or visual,

1 obtained by any means whatsoever in the course of Contractor's performance hereunder  
2 for the same period of time. Contractor shall not disclose Data to any third party, nor use  
3 it for Contractor's own benefit or the benefit of others except for the purpose of this  
4 Contract without first seeking the written authorization and consent of the City.

5 15. BREACH OF CONFIDENTIALITY

6 Contractor shall not be liable for a breach of confidentiality with respect to  
7 Data that:

8 A. Contractor demonstrates Contractor knew prior to the time  
9 City disclosed it; or

10 B. Is or becomes publicly available without breach of this  
11 Contract by Contractor; or

12 C. A third party who has a right to disclose does so to Contractor  
13 without restrictions on further disclosure; or

14 D. Must be disclosed pursuant to subpoena, court order, state or  
15 federal WIA rules and regulations, federal Department of Labor rules and  
16 regulations, or other governmental agency/entity responsible for WIA program  
17 administration.

18 16. COPYRIGHTS AND PATENT RIGHTS

19 A. Contractor shall place the following copyright protection on all  
20 Data: © City of Long Beach, California 2002-03.

21 B. City reserves the exclusive right to seek and obtain a patent  
22 or copyright registration on any Data or other result arising from Contractor's  
23 performance of this Contract. By executing this Contract, Contractor assigns any  
24 ownership interest Contractor may have or claim in the Data to City.

25 17. NOTICES

26 All notices given pursuant to the provisions hereof may be served either by:  
27 (1) enclosing the same in a sealed envelope addressed to the party intended to receive  
28 the same at the address indicated herein and deposited postage prepaid, in the U.S.

1 Postal Service as certified mail, return receipt requested, or (2) personal service. Such  
2 notices shall be effective on the date personal service is effected or the date of the  
3 signature on the return receipt. For the purposes hereof, the address of the City and the  
4 proper party to receive any such notices in its behalf is the City Manager, City Hall, 333  
5 West Ocean Boulevard, Long Beach, California 90802; and Contractor's address for  
6 service of any such notices shall be California State University Long Beach Foundation –  
7 VEAP Program, 6300 State University Drive, #332, Long Beach, California 90805,  
8 Attention: Bob Khek, Telephone No. (562) 985-4698, Fax No. (562) 985-4400, email  
9 address: bkhek@csulb.edu.

10 18. CONTRACT ADMINISTRATION

11 The City Manager or any designee of the City Manager is authorized and  
12 directed, for and on behalf of the City, to administer this Contract and all related matters,  
13 and any decision of the City Manager or his designee in connection herewith shall be  
14 final.

15 19. CORPORATE STATUS

16 If the Contractor is a corporation, Contractor shall, upon execution of this  
17 Contract, submit to City proof of good standing of the corporate status.

18 20. ENTIRE AGREEMENT

19 This document fully expresses all understandings of the parties concerning  
20 all matters covered and shall constitute the total contract. Except for the adjustments of  
21 Attachments "A" through "E" as provided in Section 4 hereof, no addition to or alteration  
22 of the terms of this Contract whether by written or oral understanding of the parties, their  
23 officers, agents or employees shall be valid unless made in writing and formally adopted  
24 in the same manner as this Contract.

25 21. WAIVER

26 The acceptance of any services or the payment of any money by City shall  
27 not operate as a waiver of any provision of this Contract, or any right to damages or  
28 indemnity stated in this Contract. The waiver of any breach of this Contract shall not

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

1 constitute a waiver of any other or subsequent breach of this Contract.

2 22. CAPTIONS AND ORGANIZATION

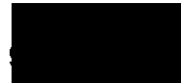
3 The various headings and numbers herein and the grouping of the  
4 provisions of this Contract into separate Sections, paragraphs and clauses are for the  
5 purpose of convenience only and shall not be considered a part hereof, and shall have no  
6 effect on the construction or interpretation of any part of this Contract.

7 23. CHOICE OF LAW

8 This Contract shall be governed by and construed pursuant to the laws of  
9 the State of California.

10 24. TAX IDENTIFICATION NUMBER

11 Contractor's Tax Identification Number is



12 25. AUTHORIZATION TO EXECUTE

13 Contractor warrants and affirms to City that any and all persons signing this  
14 Contract are authorized and empowered to so sign and signing by such person or  
15 persons does bind Contractor to all terms, covenants and conditions of this Contract.

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///



1 IN WITNESS WHEREOF, the parties hereto have caused these presents to  
2 be duly executed with all the formalities required by law on the respective dates set forth  
3 opposite their signatures.

4 CALIFORNIA STATE UNIVERSITY LONG  
5 BEACH FOUNDATION – VEAP PROGRAM, a  
6 California non-profit corporation

6 6/11/09, 2009

7 By Denise Bell  
8 Denise Bell ~~President~~ Director,  
9 Grants, Contracts & Foundation Programs

8 7/7/09, 2009

9 By Patrick C. O'Rourke  
10 Program Manager ~~Secretary~~  
11 Patrick C. O'Rourke  
12 Type or Print Name

11 "Contractor"

12 CITY OF LONG BEACH, a municipal  
13 corporation

14 July 9, 2009

15 By [Signature]  
16 Assistant City Manager  
17 City Manager

16 "City"

17 EXECUTED PURSUANT  
18 TO SECTION 301 OF  
19 THE CITY CHARTER.

17 The foregoing Contract is hereby approved as to form on June 29  
18 2009.

19 ROBERT E. SHANNON, City Attorney

20 By: [Signature]  
21 Deputy  
22  
23  
24  
25  
26  
27  
28

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664



**WIA COST REIMBURSEMENT AGREEMENT  
COUNTY OF ORANGE**

FUNDING SOURCE: 100% FEDERAL AGREEMENT #: V1-V-09

THIS AGREEMENT, between the County of Orange, hereinafter referred to as "COUNTY" and **Pacific Gateway Workforce Investment Network (PGWIN), as administered by the City of Long Beach** hereinafter referred to as "CONTRACTOR," consists of fifty three (53) sections and the following eleven (11) exhibits: A. General Program Requirements, B. Statement of Work, C. Performance Standards, D. Budget Schedule, E. Drug Free Workplace Certification, F. Suspension & Debarment Certification G. Certification Regarding Lobbying, H. Disclosure Form to Report Lobbying, I. Child Support Enforcement Provision (for-profit providers only), J. EDD Independent Operator Reporting Requirements, and K. OCWIB Veterans Employment-Related Assistance Program (VEAP) Application

**ATTACHMENT A**  
**PAGE 1 OF 100 PAGES**

TABLE OF CONTENTS

No.	Page
1. PURPOSE.....	6
2. TERM.....	7
3. STATEMENT OF WORK.....	7
4. SERVICES.....	7
5. MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS.....	7
6. BUDGET SCHEDULE.....	8
7. MODIFICATION OF BUDGET SCHEDULE.....	8
8. PLANS AND PROCEDURES.....	8
(a) Monthly Payments.....	9
(b) County Discretion.....	9
(c) Invoices.....	9
9. CONTINGENCY OF FUNDS.....	9
10. COMPLIANCE WITH LAW.....	10
(a) Federal.....	10
(1) Clear Air and Clean Water Act.....	10
(2) Energy Efficiency Standards.....	10
(b) State.....	10
(c) County.....	10
(d) Local.....	10
(e) Court Orders.....	10
(f) Terms and Conditions.....	10
11. INSTRUCTORS.....	10
12. PERFORMANCE STANDARDS.....	11
13. PLANS AND PROCEDURES.....	11
14. SATISFACTORY WORK.....	11

15. REPORTS ..... 11

16. NO SUPPLANTATION ..... 11

17. INDEPENDENT CONTRACTOR..... 12

18. EMPLOYEE ELIGIBILITY VERIFICATION ..... 12

19. ASSIGNMENT..... 13

20. SUBCONTRACTS..... 13

21. FISCAL ACCOUNTABILITY ..... 13

    (a) Financial Management System ..... 13

    (b) CONTRACTOR's Records ..... 14

    (c) Costs Charged ..... 14

22. PROGRAM INCOME..... 14

23. PELL GRANT/HEA TITLE IV ..... 15

24. ANNUAL AUDIT ..... 15

25. ACCESS AND RECORDS ..... 15

    (a) Access ..... 15

    (b) Records Retention ..... 16

26. FRAUD ..... 16

27. MODIFICATIONS/CHANGE ORDERS ..... 17

    (a) By DIRECTOR..... 17

    (b) By CONTRACTOR..... 18

28. PARTICIPANTS ..... 18

    (a) Benefits ..... 18

    (b) Labor Standards ..... 18

    (c) Complaint Handling Procedures ..... 18

    (d) Non-Discrimination and Compliance Provisions ..... 18

29. CONFIDENTIALITY..... 20

30. EQUIPMENT ..... 20

31. INDEMNIFICATION..... 21

32. INSURANCE ..... 22

33. PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFRINGEMENTS..... 25

34. INTELLECTUAL PROPERTY..... 26

    (a) Federal Funding ..... 26

    (b) Ownership..... 26

    (c) Retained Rights/License Rights..... 28

    (d) Copyright ..... 29

    (e) Patent Rights ..... 29

    (f) Third Party Intellectual Property ..... 29

    (g) Warranties ..... 30

    (h) Intellectual Property Indemnity ..... 31

    (i) Survival ..... 31

35. CORPORATE STATUS..... 32

36. STANDARDS OF CONDUCT..... 33

    (a) General Assurance ..... 33

    (b) Employment of Former State and COUNTY Employees ..... 33

    (c) Conducting Business Involving Relatives ..... 33

    (d) Conducting Business Involving Close Personal Friends and Associates ..... 33

    (e) Avoidance of Conflict of Economic Interest ..... 33

37. SWEATFREE CODE OF CONDUCT ..... 34

38. DRUG FREE WORKPLACE..... 34

39. DEBARMENT..... 34

40. SECTARIAN ACTIVITIES..... 34

41. LITERATURE..... 35

42. LOBBYING..... 35

43. BREACH - SANCTIONS..... 35

44. DISPUTES ..... 36

45. TERMINATION..... 36

46. TOTAL AGREEMENT ..... 36

47. CHILD SUPPORT ENFORCEMENT ..... 36

48. EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS ..... 37

49. NOTICES ..... 37

50. GOVERNING LAW AND VENUE ..... 37

51. WAIVER ..... 38

52. PUBLICITY ..... 38

53. CALENDAR DAYS ..... 38

**SIGNATURES** ..... 39

**EXHIBITS**

- A. General Program Requirements
- B. Statement of Work
- C. Performance Standards and Matrix
- D. Budget Schedule
- E. Drug-Free Workplace Certification
- F. Debarment & Suspension Certification
- G. Certification Regarding Lobbying
- H. Disclosure Form to Report Lobbying
- I. Child Support Enforcement Provision (for profit only providers)
- J. EDD Independent Operator Reporting Requirements
- K. OCWIB Veterans Employment-Related Assistance Program (VEAP) Application

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**WHEREAS**, Congress has enacted the "Workforce Investment Act of 1998," hereinafter referred to as "the Act," to provide workforce investment activities, through statewide and local workforce investment systems, that increase employment, retention and earnings of participants, and increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce and enhance the productivity and competitiveness of the Nation; and

**WHEREAS**, the County of Orange, (hereinafter "COUNTY" acting as the Administrator of the Act funds, is empowered to make a portion of the funds available pursuant to the Act (hereinafter referred to as "grant funds") to CONTRACTOR, for the purpose of implementing the provisions of the Act; and

**WHEREAS**, COUNTY, by Minute Order dated March 24, 2009 a copy of which is on file with the Clerk of the Board of Supervisors of Orange County and which by this reference is incorporated herein and made a part hereof as if fully set forth, has appropriated a portion of grant funds in the amount of \$594,008.00 to engage CONTRACTOR to carry out certain program services; and

**WHEREAS**, COUNTY's OC Community Resources, Director or Designee (hereinafter referred to as "DIRECTOR"), shall administer this Agreement as is necessary or reasonable to comply with or implement the grant funds received by COUNTY and as required by law or applicable regulations; and

**WHEREAS**, CONTRACTOR, in order to receive grant funds, is agreeable to the terms and conditions hereinafter set forth;

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

**PURPOSE**

1. The purpose of the program funded by this Agreement is to provide workforce investment activities that increase employment, retention, earnings and occupational skill attainment through local workforce investment systems to those seeking employment. Additionally, this program is funded to increase the effectiveness of local and regional business through business improvement & development activities, job matching, and other services. All services are intended to improve the quality of the workforce and enhance the productivity and competitiveness of Orange County and the United States. CONTRACTOR shall ensure that the program funded hereby shall comply with this purpose.

**TERM**

2. The term of this Agreement shall commence on January 1, 2009 and terminate on December 31, 2011 subject to the provisions of Sections 9, 43 and 45 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to obligations with respect to indemnification, audits, reporting and accounting. CONTRACTOR and DIRECTOR or Designee may mutually agree in writing to extend the term of this Agreement up to and including a period of one year, provided that COUNTY's maximum obligation as stated in Subparagraph 17 of this Agreement does not increase as a result, and on the same terms and conditions upon mutual agreement of the parties in writing without further Board action, unless the COUNTY earlier terminates this AGREEMENT pursuant to the provisions contained in paragraph 45 herein.

**STATEMENT OF WORK**

3. This Agreement is based upon the Statement of Work, attached hereto and incorporated herein as Exhibit B to this Agreement. CONTRACTOR agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Statement of Work will be controlling.

**SERVICES**

4. CONTRACTOR agrees that those specific program components to be performed by CONTRACTOR, and the service levels to be utilized by COUNTY for program evaluation and monitoring, include, but are not limited to, those set forth in Exhibits "A", "B" and "C", which are attached hereto and incorporated herein as if fully set forth. CONTRACTOR agrees that it is responsible for and guarantees performance of all of the specific program components and service levels listed in Exhibits "A", "B" and "C". CONTRACTOR further agrees that lack of compliance with Exhibits "A", "B" or "C" may, in addition to those remedies set forth in Section 43 of this Agreement, constitute grounds for COUNTY to reduce the level of payment otherwise provided under Section 7 (c) of this Agreement or to reduce the payment level and budget at which CONTRACTOR will be funded for the remainder of the period of this Agreement.

**MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS**

5. The parties hereto agree that those program components, service levels, and line-item budget



1 information detailed in Exhibits "A", "B", "C" and "D" may be modified upon mutual written agreement of the  
2 DIRECTOR or Designee and CONTRACTOR so long as the total payments under this Agreement are not  
3 increased and the basic goals and objectives of the program are not altered. Should the State of  
4 California modify any program component and/or service level detailed in Exhibits "A", "B", "C" and/or "D,"  
5 then the COUNTY shall have the right to unilaterally modify this agreement to meet such requirements.

#### 6 **BUDGET SCHEDULE**

7 6. CONTRACTOR agrees that the expenditures of any and all funds under this Agreement will be  
8 in accordance with the BUDGET SCHEDULE, a copy of which is attached hereto as Exhibit "D", and  
9 which by this reference is incorporated herein and made a part hereof as if fully set forth.

#### 10 **MODIFICATION OF BUDGET SCHEDULE**

11 7. The BUDGET SCHEDULE consists of the following budget categories: Salaries, Benefits,  
12 Benefits Rate and Number of Full-Time Equivalent (FTE), Staff Travel, Operating Expenses Furniture  
13 and Equipment, Consumable Testing and Instructional Materials, Tuition Payments/Vouchers, On-the Job  
14 Training, Participant Wages and Fringe Benefits, Support Services, Job Retention Services, Contractual  
15 Services, Indirect and Other. Upon written approval of DIRECTOR or Designee, CONTRACTOR shall  
16 have the authority to transfer allocated program funds from one category of the overall program budget to  
17 any other category of the overall program budget, as long as the amount of the total grant is not increased  
18 and the basic goals and objectives of the program are not altered. No such transfer may be made without  
19 the express prior written approval of DIRECTOR or Designee. A modification of the BUDGET  
20 SCHEDULE may include the addition of any new budget category. Approval of the Budget Modification by  
21 DIRECTOR or Designee includes approval of the new Budget Category.

#### 22 **PAYMENTS BY COUNTY**

23 8. CONTRACTOR agrees that any and all funds received under this Agreement shall be disbursed  
24 or encumbered on or before December 31, 2011, and that any and all funds remaining as of December  
25 31, 2011, which have not been disbursed or encumbered shall be returned by CONTRACTOR to  
26 COUNTY within thirty (30) days of the expiration or earlier termination of the Agreement in accordance  
with paragraph 45. No expense of CONTRACTOR will be reimbursed by COUNTY if incurred after  
December 31, 2011. No CONTRACTOR expenses shall be paid if billing is received by COUNTY after

1 December 31, 2011.

2 Upon the effective date of this Agreement, COUNTY shall make payments to CONTRACTOR in  
3 accordance with the following payment schedule:

4 (a) Monthly Payments. Beginning February 1, 2009, upon receipt and approval by OC Community  
5 Services-Community Investment Division (CID) of CONTRACTOR's invoice showing the prior month's  
6 actual expenditures, COUNTY shall make monthly reimbursement payments based on CONTRACTOR's  
7 invoice so long as the total payments under this Agreement do not exceed Five Hundred Ninety-Four  
8 Thousand and Eight dollars (\$594,008).

9 (b) COUNTY Discretion. At the sole discretion of COUNTY, payments to CONTRACTOR may be  
10 made more frequently than monthly, but such payments shall always be in arrears and not in advance of  
11 the provision of services by CONTRACTOR.

12 (c) Invoices. CONTRACTOR shall provide to OC Community Services - Community Investment  
13 Division monthly invoices by the 20<sup>th</sup> day following the month being reported. CONTRACTOR's invoices  
14 shall show the most up to date costs chargeable to the program(s) referenced in this Agreement. If  
15 CONTRACTOR's expenditures for any program referenced in this Agreement fall below 20% of planned  
16 expenditures for any cumulative period commencing from the beginning of the term of this Agreement,  
17 CONTRACTOR may be subject to a reduction in funding. No payments will be authorized if any preceding  
18 month's reports or invoices have not been received.

### 19 CONTINGENCY OF FUNDS

20 9. CONTRACTOR acknowledges that the obligations of COUNTY under this Agreement are  
21 contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of  
22 CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the budget  
23 approved by COUNTY's Board of Supervisors each fiscal year this Agreement remains in effect or  
24 operation. In the event that such funding is terminated or reduced, DIRECTOR or Designee may  
25 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or modify this Agreement,  
26 without penalty. The decision of DIRECTOR or Designee shall be binding on CONTRACTOR.  
DIRECTOR or Designee shall provide CONTRACTOR with written notification of such determination.  
CONTRACTOR shall immediately comply with DIRECTOR's or Designee's decision.

**COMPLIANCE WITH LAW**

10. In its performance under this Agreement, CONTRACTOR shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:

(a) The Act and all applicable federal statutes, regulations, policies, procedures and directives, including but not limited to, 20 C.F.R. Parts 652 and 660 through 671.

(1) All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.

(2) CONTRACTOR shall comply with such mandatory standards and policies relating to energy efficiency as particularized in the State Energy Conservation Plan. (Title 20, California Code of Regulations), as required by the U.S. Energy Policy and Conservation Act (P.L. 94-163) as each may now exist or be hereafter amended.

(b) All applicable State statutes, regulations, policies, procedures and directives;

(c) All applicable COUNTY policies, procedures and directives;

(d) All applicable local ordinances and requirements, including use permits and licensing;

(e) Court orders applicable to CONTRACTOR's operations; and

(f) The terms and conditions of this Agreement, including Exhibits.

If any of the foregoing is enacted, amended, or revised, CONTRACTOR will comply with such or will notify DIRECTOR or Designee in writing within thirty (30) days after enactment or modification that it cannot so comply. COUNTY may thereupon terminate this Agreement, if necessary.

**INSTRUCTORS**

11. CONTRACTOR shall ensure that all instructors involved in the training of participants are qualified to instruct in the appropriate program or training component or curriculum. If necessary, such instructors shall be appropriately certified by the State of California. Within thirty (30) days after the execution of this Agreement, CONTRACTOR shall submit to DIRECTOR or Designee a list of the names and qualifications of all instructors who will be providing such training and shall notify DIRECTOR or Designee within five (5) business days of any amendments or revisions thereto.

ATTACHMENT

PAGE 10 OF 100 PAGES

**PERFORMANCE STANDARDS**

12. CONTRACTOR shall comply with and adhere to the performance accountability standards and general program requirements described in Sections 136 (Performance Standards) and 195 (General Program Requirements) of the Act and applicable regulations and as contained in Exhibit "C". Should the Performance Requirements defined in the Agreement between the State of California and the County of Orange be changed, COUNTY shall have the right to unilaterally modify this agreement to meet such requirements.

**PLANS AND PROCEDURES**

13. CONTRACTOR shall monitor its program for compliance with the provisions of this Agreement. CONTRACTOR shall also comply with all applicable parts of COUNTY's WIA Policies and Procedures for recruitment, intake, assessment and referral, copies of which are available from DIRECTOR or Designee. Said Policies and Procedures may be modified by DIRECTOR or Designee upon ten (10) days written notice to CONTRACTOR.

**SATISFACTORY WORK**

14. Services rendered hereunder are to be performed to the written satisfaction of DIRECTOR or Designee. COUNTY's staff will interpret all reports and determine the quality, acceptability and progress of the services rendered in accordance with the Performance Criteria listed in Exhibit "C". Inconsistencies in performance will be corrected as they occur and are detected.

**REPORTS**

15. CONTRACTOR shall maintain records and submit such reports, data and information at such times as DIRECTOR or Designee may require, and in the form DIRECTOR or Designee may require, regarding the performance of CONTRACTOR's services, activities, costs or other data relating to this Agreement as may be requested by DIRECTOR or Designee, upon a form approved by DIRECTOR or Designee. DIRECTOR or Designee may modify the provisions of this paragraph without further Board action upon written notice to CONTRACTOR.

**NO SUPPLANTATION**

16. CONTRACTOR shall not supplant any Federal, State or COUNTY funds intended for the purposes of this Agreement with any funds made available under this Agreement. CONTRACTOR shall

1 not claim reimbursement from COUNTY for, or apply sums received from COUNTY with respect to, that  
2 portion of its obligations which have been paid by another source of revenue. CONTRACTOR agrees that  
3 it shall not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or  
4 compensation for purposes of obtaining Federal, State or COUNTY funds under any Federal, State or  
5 COUNTY program without prior written approval of DIRECTOR or Designee.

#### 6 **INDEPENDENT CONTRACTOR**

7 17. CONTRACTOR is and shall at all times be deemed to be, an independent contractor and shall  
8 be wholly responsible for the manner in which it performs the services required of it by the terms of this  
9 Agreement. Nothing herein contained shall be construed as creating the relationship of employer and  
10 employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's  
11 agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees  
12 or agents as they relate to services to be provided during the course and scope of their employment.

13 CONTRACTOR, its agents, employees and volunteers, shall not be entitled to any rights and/or  
14 privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY employees.

#### 14 **EMPLOYEE ELIGIBILITY VERIFICATION**

15 18. The Contractor warrants that it fully complies with all Federal and State statutes and  
16 regulations regarding the employment of aliens and others and that all its employees performing work  
17 under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and  
18 regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification  
19 and other documentation of employment eligibility status required by Federal or State statutes and  
20 regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324  
21 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all  
22 such documentation for all covered employees for the period prescribed by the law. The Contractor shall  
23 indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents,  
24 officers, and employees from employer sanctions and any other liability which may be assessed against  
25 the Contractor or the County or both in connection with any alleged violation of any Federal or State  
26 statutes or regulations pertaining to the eligibility for employment of any persons performing work under  
this Contract.

**ASSIGNMENT**

19. The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of the CONTRACTOR. No portion of this Agreement shall be assigned without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign any portion of this Agreement without the express written consent of COUNTY shall be invalid and shall constitute a breach of this contract.

**SUBCONTRACTS**

20. CONTRACTOR shall not subcontract for services under this Agreement without the prior written consent of DIRECTOR or Designee. If DIRECTOR or Designee consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of CONTRACTOR to COUNTY. DIRECTOR or Designee may refuse to pay obligations incurred under any subcontract that does not comply with the terms of this Agreement. All subcontracts must be in writing and copies of same shall be provided to DIRECTOR or Designee within thirty (30) days of execution. CONTRACTOR shall include in each subcontract any provision DIRECTOR or Designee may require

CONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal, State and local guidelines. Description of the intended method of procurement must be included as part of the budget which is included as Exhibit D of this Agreement. CONTRACTOR shall itemize all subcontractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by each subcontractor. By entering into this Agreement CONTRACTOR agrees that it is the direct provider of services.

**FISCAL ACCOUNTABILITY**

21. (a) Financial Management System. CONTRACTOR shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. CONTRACTOR's system shall provide fiscal control and accounting procedures that will include the following:

- (1) Information pertaining to subgrant and contract awards, obligations, unobligated balances, assets, expenditures, and income;
- (2) Effective internal controls to safeguard assets and assure their proper use;

1 (3) A comparison of actual expenditures with budgeted amounts for each subgrant and  
 2 contract;

3 (4) Source documentation to support accounting records; and

4 (5) Proper charging of costs and cost allocation.

5 (b) CONTRACTOR's Records. CONTRACTOR's records shall be sufficient to:

6 (1) Permit preparation of required reports;

7 (2) Permit the tracking of funds to a level of expenditure adequate to establish that funds  
 8 have not been used in violation of the applicable restrictions on the use of such funds; and

9 (3) Permit the tracking of program income, or profits earned, and any costs incurred (such as  
 10 stand-in costs) that are otherwise allowable except for funding limitations.

11 (c) Costs Charged. Costs shall be charged to this Agreement only in accordance with the  
 12 following:

13 (1) the Act;

14 (2) 20 C.F.R. Part 667; and

15 (3) State implementing legislation.

16 **PROGRAM INCOME**

17 22. COUNTY's maximum obligation hereunder shall be reduced by the amount of any program  
 18 income earned by CONTRACTOR, from sources other than COUNTY, as a result of this Agreement or the  
 19 services provided by CONTRACTOR pursuant to this Agreement. It shall be the responsibility of  
 20 CONTRACTOR to inform the COUNTY in writing of any income earned as a result of this Agreement.

21 It is mutually understood that the State or Federal agency responsible for providing the funding for  
 22 this Agreement may designate certain revenue of CONTRACTOR as Program Income. To be designated  
 23 as Program Income and, therefore, as other than a cost off-set, CONTRACTOR shall do all of the  
 24 following:

25 (a) Submit a plan to the DIRECTOR or Designee for use of any and all proposed Program Income;

26 (b) Set-up and maintain a separate bank account for any proposed Program Income and account  
 for any and all such income received; and

1 (c) Report to DIRECTOR or Designee any and all Program Income received no later than thirty  
 2 (30) days from the date of receipt; record the amount received on internal financial records; and indicate  
 3 the amount received on the monthly claim submitted to DIRECTOR or Designee.

4 DIRECTOR or Designee shall then forward the plan for the requested use of the proposed Program  
 5 Income to the appropriate State and/or Federal agencies for approval.

6 CONTRACTOR shall not spend any of the proposed Program Income unless or until such time as  
 7 DIRECTOR or Designee obtains authorization for the use of the Program Income from the responsible  
 8 State and/or Federal agency and provides CONTRACTOR with prior written approval for the use of the  
 9 funds.

10 DIRECTOR or Designee may, in its sole discretion, issue future policy statements and/or  
 11 instructions with respect to Program Income. CONTRACTOR shall immediately comply with such policy  
 12 statements and/or instructions.

13 **PELL GRANTS/HEA TITLE IV**

14 23. If CONTRACTOR provides any services under this Agreement to applicants for or recipients of  
 15 Pell Grants or awards pursuant to Title IV of the Higher Education Act, CONTRACTOR shall cooperate  
 16 with DIRECTOR or Designee in coordinating these grants and awards with WIA funding in accordance  
 17 with 20 C.F.R. 663.320 and Section 134 (d) of the Act. CONTRACTOR shall inform DIRECTOR or  
 18 Designee in writing of the amounts and disposition of any Pell Grants, Higher Education Act Title IV  
 19 awards and other financial aid granted to each WIA participant under this Agreement.

20 **ANNUAL AUDIT**

21 24. CONTRACTOR shall arrange for an independent audit to be performed by a Certified Public  
 22 Accountant, which shall include an audit of the WIA funds received from COUNTY, in accordance with  
 23 the Act and 20 C.F.R. Section 667.200. CONTRACTOR shall submit two (2) copies of each required audit  
 24 report to COUNTY within thirty (30) days after the date received by CONTRACTOR.

25 **ACCESS AND RECORDS**

26 25. (a) Access. COUNTY, the State of California and the United States Government and/or their  
 representatives, shall have access, for purposes of monitoring, auditing, and examining, to  
 CONTRACTOR's activities, books, documents and papers (including computer records and emails) and to



1 records of CONTRACTOR's subcontractors, consultants, contracted employees, bookkeepers,  
2 accountants, employees and participants related to this Agreement. CONTRACTOR shall insert this  
3 condition in each agreement between CONTRACTOR and a subcontractor that is pursuant to this  
4 Agreement shall require the subcontractor to agree to this condition. Such agencies or representatives  
5 shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on-site  
6 monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning  
7 employees and participants and entering any premises or onto any site in which any of the services or  
8 activities funded hereunder are conducted or in which any of the records of CONTRACTOR are kept.  
9 CONTRACTOR shall make available its books, documents, papers, financial records, etc., within three (3)  
10 days after receipt of written demand by DIRECTOR or Designee which shall be deemed received upon  
11 date of sending. In the event CONTRACTOR does not make the above-referenced documents available  
12 within the County of Orange, California, CONTRACTOR agrees to pay all necessary and reasonable  
13 expenses incurred by COUNTY, or COUNTY's designee, in conducting any audit at the location where  
14 said records and books of account are maintained.

14 (b) Records Retention. All accounting records and evidence pertaining to all costs of  
15 CONTRACTOR and all documents related to this Agreement shall be kept available at CONTRACTOR's  
16 office or place of business for the duration of this Agreement and thereafter for four (4) years after  
17 completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or  
18 litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to  
19 which COUNTY or any other governmental agency takes exception, shall be retained beyond the four (4)  
20 years until final resolution or disposition of such appeals, litigation, claims, or exceptions.

20 (c) CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or  
21 Federal government or any agency thereof resulting from any disallowance or other audit exceptions to  
22 the extent that such liability is attributable to CONTRACTOR's failure to perform under this Agreement.

### 23 FRAUD

24 26. CONTRACTOR shall immediately report all suspected or known instances and facts  
25 concerning possible fraud, abuse or criminal activity under this Agreement.  
26

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

MODIFICATIONS/CHANGE ORDERS

27. (a) DIRECTOR may at any time, by written order to CONTRACTOR, make changes within the general scope of this Agreement, in the definition of services and tasks to be performed, the manner in which services are performed, the time and place of performance thereof and additional related provisions. Such change orders may be made when necessitated by changes in the Orange County One-Stop System operations or performance, the operations or performance of CONTRACTOR, or changes in applicable statutes, regulations or State of California or Federal mandates or directives. CONTRACTOR may submit a program or budget modification request in response to change orders which significantly alter CONTRACTOR's Statement of Work. Without further Board action, DIRECTOR or Designee may execute amendments to this Agreement modifying CONTRACTOR's services in amounts that do not collectively increase or decrease by more than 10% the price of said services under this Agreement when originally executed. Modifications in excess of 10% of the original Agreement price, and modifications that materially alter either of the parties' obligations hereunder must be approved by the COUNTY's Board of Supervisors.

CONTRACTOR and DIRECTOR shall make a good faith effort to reach an agreement with respect to change orders, which affect the price of services under the Agreement. CONTRACTOR's protest or failure to agree to the amount of any adjustment to be made as a result of a change order shall be a dispute for which an appeal may be made pursuant to Section 44 of this Agreement. Notwithstanding the foregoing, the price of services under this Agreement shall not be increased except by written modification of this Agreement indicating the new services and price of this Agreement if applicable. Until the parties reach agreement, CONTRACTOR shall not be obligated to assume increased performance under the change order beyond the limitation of funds established within this Agreement.

(b) CONTRACTOR may request changes in the scope of performance or services under this Agreement, by submitting a written request to DIRECTOR describing the request and its impact on CONTRACTOR's Proposal, Statement of Work and Budget Schedule. DIRECTOR or Designee will

1 review the request and respond in writing within ten (10) business days. Requests shall be reviewed in  
2 light of all CID program activities. DIRECTOR's or Designee's decision whether to approve the request or  
3 request Board of Supervisors' approval shall be final. DIRECTOR or Designee may approve a request  
4 that meets all of the following criteria:

- 5 (i) The request does not increase or decrease the total amount of the funds allocated for the  
6 individual programs affected by 10% from the amount specified in Exhibit "D" of this  
7 Agreement, when it was originally executed;
- 8 (ii) It does not materially change other terms of this Agreement, and
- 9 (iii) It is supported by adequate consideration to COUNTY.

10 Board of Supervisors' action is necessary to approve a request from CONTRACTOR that does not  
11 satisfy all of the criteria listed above.

## 12 **PARTICIPANTS**

13 28. (a) Benefits. CONTRACTOR shall provide wages and benefits to individuals who participate in  
14 the activities and services funded by this Agreement ("participants") in accordance with the standards and  
15 requirements of the Act, including Section 181 of the Act.

16 (b) Labor Standards. CONTRACTOR shall adhere to the Labor Standards described in the  
17 Act, including Section 181 of the Act, and all other applicable codes and regulations.

18 (c) Complaint Handling Procedures. CONTRACTOR shall comply with the "Complaint  
19 Handling Procedures" under the Act, a copy of which is available from the DIRECTOR or Designee.  
20 CONTRACTOR shall advise participants of their right to file complaints under the Act and of the  
21 procedures for resolution of any complaints. CONTRACTOR shall follow COUNTY's procedures for  
22 handling complaints which is available from the DIRECTOR or Designee alleging a violation of the Act,  
23 regulations, grants or other agreements under the Act, and any decision of the COUNTY, the State or the  
24 Federal government relating to the complaint shall be binding on and shall be followed by CONTRACTOR.

## 25 (d) Nondiscrimination and Compliance Provisions

26 (1) CONTRACTOR shall comply fully with the nondiscrimination and equal opportunity  
provisions of the Act (Section 188); the Nontraditional Employment for Women Act of 1991; Title VI of the  
Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age

1 Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990; Title IX of the  
2 Education Amendments of 1972, as amended; the Equal Opportunity provisions in Executive Order  
3 11246, as amended by Executive Order 11375 and supplemented by the requirements of 41  
4 C.F.R. Part 60; and with all applicable requirements imposed by or pursuant to regulations or Executive  
5 Order implementing those laws, including, but not limited to, 29 C.F.R. Part 37. The United States, the  
6 State of California and COUNTY have the right to seek judicial enforcement of this requirement.

7 (2) CONTRACTOR shall comply with the provisions of the Fair Employment and Housing  
8 Act (California Government Code, Section 12900 et seq.) and the regulations promulgated thereunder  
9 (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair  
10 Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in  
11 Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this  
12 Agreement by reference and made a part hereof as if set forth in full.

13 (3) In the performance of this Agreement, CONTRACTOR and its subcontractors shall not  
14 deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color,  
15 ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical  
16 condition (including cancer), marital status, denial of family care leave, political affiliation or belief, nor will  
17 they unlawfully discriminate, harass or allow harassment against any employee or applicant for  
18 employment because of race, ancestry, national origin, religion, color, ethnic group identification, sex, age,  
19 mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status,  
20 denial of family care leave, political affiliation or belief. CONTRACTOR shall insure that the evaluation  
21 and treatment of employees and applicants for employment are free from such discrimination and  
22 harassment.

23 (4) CONTRACTOR will include the non-discrimination and compliance provisions of this  
24 Section of the Agreement in all subcontracts to perform work under this Agreement.

25 (5) CONTRACTOR will give written notice of its obligations under this Section of the  
26 Agreement to labor organizations with which CONTRACTOR has a collective bargaining or other  
agreement.

(6) CONTRACTOR shall furnish any and all information requested by DIRECTOR or  
Designee and shall permit DIRECTOR or Designee access, during business hours, to books, records and

1 accounts in order to ascertain CONTRACTOR's compliance with the above non-discrimination  
2 requirements.

### 3 CONFIDENTIALITY

4 29. (a) Without prejudice to any other section of this Agreement, CONTRACTOR shall, where  
5 applicable, maintain the confidential nature of information provided to it concerning participants in  
6 accordance with the requirements of Federal and State law. However, CONTRACTOR shall submit to  
7 COUNTY, the State of California and/or the United States Government or their representatives, all records  
8 requested for administrative purposes, including audit, examinations, monitoring and verification of reports  
9 submitted by CONTRACTOR, costs incurred and services rendered hereunder.

10 (b) CONTRACTOR shall require all of its employees, agents, subcontractors and volunteer  
11 staff who may provide services to CONTRACTOR under this Agreement to sign an agreement with  
12 CONTRACTOR before commencing the provision of any such services, to maintain the confidentiality of  
13 any and all materials and information with which they may come into contact, or the identities or any  
14 identifying characteristics or information with respect to any and all participants referred to CONTRACTOR  
15 by COUNTY, except as may be required to provide services under this Agreement or to those specified in  
16 this Agreement as having the capacity to audit CONTRACTOR, and as to the latter, only during such  
17 audit. CONTRACTOR shall provide reports and any other information required by COUNTY in the  
18 administration of this Agreement, and as otherwise permitted by law.

19 (c) CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the  
20 confidentiality requirements of this Agreement.

### 21 EQUIPMENT

22 30. All items purchased with funds provided under this Agreement or which are furnished to  
23 CONTRACTOR by COUNTY which have a single unit cost of at least five thousand dollars (\$5,000),  
24 including all taxes, shipping, handling and installation costs shall be considered Equipment. Title to all  
25 items of Equipment purchased vests and will remain in COUNTY as such shall be designated by  
26 DIRECTOR or Designee. The use of such items of Equipment is limited to the performance of this  
Agreement. Upon the termination of this Agreement, CONTRACTOR shall immediately return any items

1 of Equipment to COUNTY or its representatives, or dispose of them in accordance with the directions of  
2 DIRECTOR or Designee.

3 CONTRACTOR further agrees to the following:

4 (a) To maintain all items of Equipment in good working order and condition, except for normal wear  
5 and tear.

6 (b) To label all items of Equipment, do periodic inventories as required by DIRECTOR or Designee  
7 and to maintain an inventory list showing where and how the Equipment is being used, in accordance with  
8 procedures developed by DIRECTOR or Designee. All such lists shall be submitted to DIRECTOR or  
9 Designee within ten (10) days of the request therefore. Inventory lists must be maintained for four (4)  
years after final disposition of property.

10 (c) To report in writing to DIRECTOR or Designee immediately after discovery, the loss or theft of  
11 any items of Equipment. For stolen items, the local law enforcement agency must be contacted and a  
12 copy of the police report submitted to DIRECTOR or Designee.

13 (d) To purchase a policy or policies of insurance covering loss or damage to any and all Equipment  
14 purchased under this Agreement, in the amount of the full replacement value thereof, providing protection  
15 against the classification of fire, extended coverage, vandalism, malicious mischief and special extended  
perils (all risks) covering the parties' interests as they appear.

16 (e) The purchase of any Equipment by CONTRACTOR shall be requested by CONTRACTOR in  
17 writing, shall require the prior written approval of DIRECTOR or Designee, and shall fulfill the provisions of  
18 this Agreement which are appropriate and directly related to CONTRACTOR's service or activity under the  
19 terms of this Agreement. COUNTY may refuse reimbursement for any costs resulting from Equipment  
20 purchased, which are incurred by CONTRACTOR, if prior written approval has not been obtained from  
21 DIRECTOR or Designee.

22 (f) The purchase of computer-related and electronic equipment under \$5,000, including, but not  
23 limited to laptops, desktop computers, cell phones, PDAs, cameras, and DVD players, must be approved  
24 by DIRECTOR or Designee.

#### 24 INDEMNIFICATION

25 31. (a) CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,  
26

1 and hold COUNTY, the State of California, and the Orange County Workforce Investment Board, their  
 2 elected and appointed officials, officers, employees, agents and those special districts and agencies which  
 3 COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from  
 4 any claims, demands or liability of any kind or nature, including but not limited to personal injury or  
 5 property damage, arising from or related to the services, products or other performance provided by  
 6 CONTRACTOR pursuant to this Agreement.

7 (b) COUNTY agrees to indemnify and hold CONTRACTOR, and its elected and appointed  
 8 officials, officers, and employees harmless from any claims, demands or liability of any kind or nature,  
 9 including but not limited to personal injury or property damage, arising from or related to the services,  
 10 products or other performance provided by COUNTY pursuant to this Agreement.

11 (c) If judgment is entered against CONTRACTOR by a court of competent jurisdiction because of  
 12 the active negligence of CONTRACTOR, CONTRACTOR and COUNTY agree that liability will be  
 13 apportioned as determined by the court. Neither party shall request a jury apportionment.

14 (d) If judgment is entered against COUNTY by a court of competent jurisdiction because of the  
 15 active negligence of COUNTY/COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability  
 16 will be apportioned as determined by the court. Neither party shall request a jury apportionment.

17 **INSURANCE**

18 32. (a) Prior to the provision of services under this Agreement, the CONTRACTOR agrees to  
 19 purchase all required insurance at CONTRACTOR's expense and to deposit with DIRECTOR or Designee  
 20 Certificates of Insurance, including all endorsements required herein, necessary to satisfy COUNTY that  
 21 the insurance provisions of this Agreement have been complied with and to keep such insurance coverage  
 22 and the certificates therefore on deposit with DIRECTOR or Designee during the entire term of this  
 23 Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this  
 24 Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for  
 25 CONTRACTOR.

26 (b) All insurance policies required by this Agreement shall declare any deductible or self-insured  
 retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically  
 be approved by the County Executive Office (CEO)/Office of Risk Management. CONTRACTOR shall be

1 responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or  
 2 deductibles shall be clearly stated on the Certificate of Insurance. If the CONTRACTOR fails to maintain  
 3 insurance acceptable to the COUNTY for the full term of this Agreement, the COUNTY may terminate this  
 4 Agreement.

5 (c) If CONTRACTOR is a governmental entity, CONTRACTOR may elect to self-insure for the  
 6 insurance coverage required by this Agreement.

7 (d) The policy or policies of insurance required herein must be issued by an insurer licensed to do  
 8 business in the State of California (California Admitted Carrier). If the insurer is not licensed to do  
 9 business in the State of California, CEO/Office of Risk Management retains the right to approve or reject  
 the insurer after a review of the insurer's performance and financial ratings.

10 (e) The policy or policies of insurance required herein must be issued by an insurer with a  
 11 minimum rating of "A- (Secure Best's Rating)" and a minimum financial rating of "VIII (Financial Size  
 12 Category)," as determined by the most current edition of the Best's Key Rating Guide/Property-  
 13 Casualty/United States or by going on-line to "ambest.com."

14 (f) The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum  
 15 limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
17 Commercial General Liability with Broad Form Property Damage 18 Endorsement and Contractual Liability	\$1,000,000 combined single limit per occurrence \$2,000,000 Aggregate
19 Automobile Liability including all owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
20 Workers' Compensation	Statutory
21 Employer's Liability	\$1,000,000 per occurrence
22 Sexual Misconduct	\$1,000,000 per occurrence

23 (g) All liability insurance required by this Agreement shall be at least \$1,000,000 combined single  
 24 limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy shall be  
 25 \$2,000,000.



1 (h) The County of Orange, Orange County Workforce Investment Board, and State of California  
 2 shall be added as additional insureds on all insurance policies required by this Agreement with respect to  
 3 the services provided by CONTRACTOR under the terms of this Agreement (except Workers'  
 4 Compensation/Employers' Liability). An additional insured endorsement evidencing that the County of  
 5 Orange is an additional insured shall accompany the Certificate of Insurance.

6 (i) All insurance policies required by this Agreement shall be primary insurance, and any insurance  
 7 maintained by the County of Orange shall be excess and non-contributing with insurance provided by  
 8 these policies. An endorsement evidencing that CONTRACTOR's insurance is primary and non-  
 9 contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability  
 10 and Sexual Misconduct Insurance.

11 (j) All insurance policies required by this Agreement shall give the County of Orange 30 days  
 12 notice in the event of cancellation. This shall be evidenced by an endorsement separate from the  
 13 Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits  
 14 the pre-printed ACORD certificate:

15 **SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE**  
 16 **EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL**  
 17 **30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.**  
 18 **~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR~~**  
 19 **~~LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVE.~~**

20 (k) All insurance policies required by this Agreement shall waive all rights of subrogation against  
 21 the County of Orange and members of the Board of Supervisors, its elected and appointed officials,  
 22 officers, agents and employees when acting within the scope of their employment or appointment.

23 (l) The Commercial General Liability policy shall contain a severability of interests clause.

24 (m) CONTRACTOR is aware of the provisions of Section 3700 of the California Labor Code which  
 25 requires every employer to be insured against liability for Workers' Compensation or be self-insured in  
 26 accordance with provisions of that code. CONTRACTOR will comply with such provisions and shall  
 furnish COUNTY satisfactory evidence that CONTRACTOR has secured, for the period of this Agreement,

1 statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of  
2 \$1,000,000 per occurrence.

3 (n) If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)  
4 days of notification by CEO/Risk Management or by DIRECTOR or Designee, award may be made to the  
5 next qualified proponent.

6 (o) COUNTY expressly retains the right to require CONTRACTOR to increase or decrease  
7 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or  
8 decrease in insurance will be as deemed by CEO/Risk Management as appropriate to adequately protect  
9 COUNTY.

10 (p) COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If  
11 CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with  
12 DIRECTOR or Designee incorporating such changes within thirty (30) days of receipt of such notice, this  
13 Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to  
14 all legal remedies.

15 (q) The procuring of such required policy or policies of insurance shall not be construed to limit  
16 CONTRACTOR's liability hereunder or to fulfill the indemnification provisions and requirements of this  
17 Agreement.

18 (r) The County of Orange Certificate of Insurance and the Special Endorsement for the County of  
19 Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of  
20 commercial insurance certificates and endorsements.

21 **PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION**

22 33. CONTRACTOR agrees to grant the COUNTY, Federal and State governments a royalty-free,  
23 nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials,  
24 data, films, tapes, etc., developed under this Agreement including those covered by copyright. The  
25 COUNTY, Federal, and State governments reserve the right to authorize others to use or reproduce such  
26 materials. Further, the COUNTY, Federal, and State governments shall have access to any report,  
preliminary findings or data assembled by CONTRACTOR under this Agreement and shall retain

1 ownership and patent rights to any discovery or invention under this Agreement, as provided in 29 CFR  
2 97.34 and 97.36(i)(8&9).

### 3 INTELLECTUAL PROPERTY

4 34. (a) Federal Funding. In any Agreement funded in whole or in part by the federal  
5 government, COUNTY may acquire and maintain the Intellectual Property rights, title, and ownership,  
6 which result directly or indirectly from the Agreement, except as provided in 37 Code of Federal  
7 Regulations part 401.14. CONTRACTOR agrees to grant the COUNTY, Federal and State  
8 governments a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use,  
9 duplicate, or dispose of such Intellectual Property throughout the world in any manner for  
governmental purposes and to have and permit others to do so.

#### 10 (b) Ownership.

11 (1) Except where COUNTY has agreed in a signed writing to accept a license, COUNTY shall  
12 be and remain, without additional compensation, the sole owner of any and all rights, title and interest  
13 in all intellectual property, from the moment of creation, whether or not jointly conceived, that are  
14 made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which  
15 result directly or indirectly from this Agreement.

16 (2) For the purposes of this Agreement, Intellectual Property means recognized protectable  
17 rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks,  
18 applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color  
19 combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights,  
20 works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies,  
21 devices, business processes, developments, innovations, good will, any data or information  
22 maintained, collected or stored in the ordinary course of business by COUNTY, and all other legal  
23 rights protecting intangible proprietary information as may exist now and/or hereafter come into  
24 existence, and all renewals and extensions, regardless of whether those rights arise under the laws of  
25 the United States, or any other state, country or jurisdiction.

26 (i) For the purposes of the definition of Intellectual Property, "works" means all literary works,  
writings and printed matter including the medium by which they are recorded or reproduced,

1 photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion  
2 pictures, digital images, animation cells, and other audiovisual works including positives and negatives  
3 thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any  
4 other materials or products created, produced, conceptualized and fixed in a tangible medium of  
5 expression. It includes preliminary and final products and any materials and information developed for  
6 the purposes of producing those final products. "Works" does not include articles submitted to peer  
7 review or reference journals or independent research projects.

8 (3) In the performance of this Agreement, CONTRACTOR may exercise and utilize certain of  
9 its Intellectual Property in existence prior to the effective date of this Agreement. In addition,  
10 under this Agreement, CONTRACTOR may access and utilize certain of COUNTY's Intellectual  
11 Property in existence prior to the effective date of this Agreement. Except as otherwise set forth  
12 herein, CONTRACTOR shall not use any of COUNTY's Intellectual Property now existing or hereafter  
13 existing for any purposes without the prior written permission of COUNTY. Except as otherwise set  
14 forth herein, neither the CONTRACTOR nor COUNTY shall give any ownership interest in or rights to  
15 its Intellectual Property to the other Party. If, during the term of this Agreement, CONTRACTOR  
16 accesses any third-party Intellectual Property that is licensed to COUNTY, CONTRACTOR agrees to  
17 abide by all license and confidentiality restrictions applicable to COUNTY in the third-party's license  
18 agreement.

19 (4) CONTRACTOR agrees to cooperate with COUNTY in establishing or maintaining  
20 COUNTY's exclusive rights in the Intellectual Property, and in assuring COUNTY's sole rights against  
21 third parties with respect to the intellectual Property. If the CONTRACTOR enters into any agreements  
22 or subcontracts with other parties in order to perform this Agreement, CONTRACTOR shall require the  
23 terms of the agreement(s) to include all Intellectual Property provisions of paragraphs thirty-four (34)  
24 (a) through thirty-four (i). Such terms must include, but are not limited to, the subcontractor assigning  
25 and agreeing to assign to COUNTY all rights, title and interest in Intellectual Property made,  
26 conceived, derived from, or reduced to practice by the subcontractor, CONTRACTOR or COUNTY and  
which result directly or indirectly from this Agreement or any subcontract.

1 (5) Pursuant to paragraph thirty-four (34) (b) (4) of the Intellectual Property Provisions of this  
2 Agreement, the requirement for the CONTRACTOR to include all Intellectual Property Provisions of  
3 paragraph thirty three a) through thirty-four i) of the Intellectual Property Provisions in all agreements  
4 and subcontracts it enters into with other parties does not apply to agreements or subcontracts that  
5 are for customized and on-the-job training as authorized under 20 CFR 663.700-730.

6 (6) CONTRACTOR further agrees to assist and cooperate with COUNTY in all reasonable  
7 respects, and execute all documents and, subject to reasonable availability, give testimony and take  
8 all further acts reasonably necessary to acquire, transfer, maintain, and enforce COUNTY's  
9 Intellectual Property rights and interests.

9 (c) Retained Rights/License Rights.

10 (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by  
11 CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement,  
12 CONTRACTOR shall retain title to all of its Intellectual Property to the extent such Intellectual Property  
13 is in existence prior to the effective date of this Agreement.

14 CONTRACTOR hereby grants to COUNTY, without additional compensation, a permanent,  
15 non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use,  
16 reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately  
17 display/perform, distribute, and dispose of CONTRACTOR's Intellectual Property with the right to  
18 sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the  
19 Intellectual Property resulting from this Agreement, unless CONTRACTOR assigns all rights, title and  
20 interest in the Intellectual Property as set forth herein.

21 (2) Nothing in this provision shall restrict, limit, or otherwise prevent CONTRACTOR from using  
22 any ideas, concepts, know-how, methodology or techniques related to its performance under this  
23 Agreement, provided that CONTRACTOR's use does not infringe the patent, copyright, trademark  
24 rights, license or other Intellectual Property rights of COUNTY or third party, or result in a breach or  
25 default of any provisions of paragraphs thirty three (a) through thirty-four (i) or result in a breach of  
26 any provisions of law relating to confidentiality.

26 (d) Copyright.

1 (1) CONTRACTOR agrees that for purposes of copyright law, all works (as defined in  
2 Ownership, paragraph thirty-four (b) (2) (i) of authorship made by or on behalf of CONTRACTOR in  
3 connection with CONTRACTOR's performance of this Agreement shall be deemed "works made for  
4 hire." CONTRACTOR further agrees that the work of each person utilized by CONTRACTOR in  
5 connection with the performance of this Agreement will be a "work made for hire," whether that person  
6 is an employee of CONTRACTOR or that person has entered into an agreement with CONTRACTOR  
7 to perform the work. CONTRACTOR shall enter into a written agreement with any such person that (i)  
8 all work performed for CONTRACTOR shall be deemed a "work made for hire" under the Copyright  
9 Act and (ii) that person shall assign all right, title, and interest to COUNTY to any work product made,  
10 conceived, derived from or reduced to practice by CONTRACTOR or COUNTY and which result  
11 directly or indirectly from this Agreement.

12 (2) All materials, including, but not limited to, computer software, visual works or text,  
13 reproduced or distributed pursuant to this Agreement that include Intellectual Property made,  
14 conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result  
15 directly or indirectly from this Agreement may not be reproduced or disseminated without prior written  
16 permission from COUNTY.

17 (e) Patent Rights. With respect to inventions made by CONTRACTOR in the performance of  
18 this Agreement, which did not result from research and development specifically included in the  
19 Agreement's scope of work, CONTRACTOR hereby grants to COUNTY a license as described under  
20 paragraph thirty three (c) for devices or material incorporating, or made through the use of such  
21 inventions. If such inventions result from research and development work specifically included within  
22 the Agreement's scope of work, then CONTRACTOR agrees to assign to COUNTY, without additional  
23 compensation, all its right, title and interest in and to such inventions and to assist COUNTY in  
24 securing United States and foreign patents with respect thereto.

25 (f) Third-Party Intellectual Property. Except as provided herein, CONTRACTOR agrees that its  
26 performance of this Agreement shall not be dependent upon or include any Intellectual Property of  
CONTRACTOR or third party without first: (i) obtaining COUNTY's prior written approval; and (ii)  
granting to or obtaining for COUNTY's, without additional compensation, a license, as described in

1 paragraph thirty-four (c), for any of CONTRACTOR's or third-party's Intellectual Property in existence  
2 prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and  
3 COUNTY determines that the Intellectual Property should be included in or is required for  
4 CONTRACTOR's performance of this Agreement, CONTRACTOR shall obtain a license under terms  
5 acceptable to COUNTY.

6 (g) Warranties.

7 (1) CONTRACTOR represents and warrants that:

8 (i) CONTRACTOR has secured and will secure all rights and licenses necessary for  
9 its performance of this Agreement.

10 (ii) Neither CONTRACTOR's performance of this Agreement, nor the exercise by  
11 either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale,  
12 offer to sell, import, export, modification, public and private display/performance, distribution, and  
13 disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by  
14 CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement will infringe  
15 upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or  
16 interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by,  
17 any state, the United States, or any foreign country. There are currently no actual or threatened  
18 claims by any such third party based on an alleged violation of any such right by CONTRACTOR.

19 (iii) Neither CONTRACTOR's performance nor any part of its performance will violate  
20 the right of privacy of, or constitute a libel or slander against any person or entity.

21 (iv) CONTRACTOR has secured and will secure all rights and licenses necessary for  
22 Intellectual Property including, but not limited to, consents, waivers or releases from all authors of  
23 music or performances used, and talent (radio, television and motion picture talent), owners of any  
24 interest in and to real estate, sites locations, property or props that may be used or shown.

25 (v) CONTRACTOR has not granted and shall not grant to any person or entity any  
26 right that would or might derogate, encumber, or interfere with any of the rights granted to COUNTY in  
this Agreement.

1 (vi) CONTRACTOR has appropriate systems and controls in place to ensure that  
2 state funds will not be used in the performance of this Agreement for the acquisition, operation or  
3 maintenance of computer software in violation of copyright laws.

4 (vii) CONTRACTOR has no knowledge of any outstanding claims, licenses or other  
5 charges, liens or encumbrances of any kind or nature whatsoever that could affect in any way  
6 CONTRACTOR's performance of this Agreement.

7 (2) COUNTY MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY  
8 RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK,  
9 COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

10 (h) Intellectual Property Indemnity.

11 (1) CONTRACTOR shall indemnify, defend and hold harmless COUNTY and its  
12 licensees and assignees, and its officers, directors, employees, agents, representatives, successors,  
13 and users of its products, ("Indemnities") from and against all claims, actions, damages, losses,  
14 liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from  
15 any and all actions or claims by any third party or expenses related thereto (including, but not limited  
16 to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as  
17 a witness in, or defending against, any such claim action, or proceeding, commenced or threatened)  
18 to which any of the Indemnities may be subject, whether or not CONTRACTOR is a party to any  
19 pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of  
20 any of the representations, warranties, covenants or agreements of CONTRACTOR pertaining to  
21 Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or  
22 alleged infringement claim, arising out of COUNTY's use, reproduction, manufacture, sale, offer to  
23 sell, distribution, import, export, modification, public and private performance/display, license, and  
24 disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by  
25 CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement. This indemnity  
26 obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or  
copyright registration that was issued after the effective date of this Agreement. COUNTY reserves



1 the right to participate in and/or control, at CONTRACTOR's expense, any such infringement action  
2 brought against COUNTY.

3 (2) Should any Intellectual Property licensed by the CONTRACTOR to COUNTY under  
4 this Agreement become the subject of an Intellectual Property infringement claim CONTRACTOR will  
5 exercise its authority reasonably and in good faith to preserve COUNTY's right to use the licensed  
6 Intellectual Property in accordance with this Agreement at no expense to COUNTY. COUNTY shall  
7 have the right to monitor and appear through its own counsel (at CONTRACTOR's expense) in any  
8 such claim or action. In the defense or settlement of the claim, CONTRACTOR may obtain the right for  
9 COUNTY to continue using the licensed intellectual Property or, replace or modify the licensed  
10 Intellectual Property, so that the replaced or modified Intellectual Property becomes non-infringing  
11 provided that such replacement or modification is functionally equivalent to the original licensed  
12 Intellectual Property. If such remedies are not reasonably available, COUNTY may be entitled to a  
13 refund of all monies paid under this Agreement, without restriction or limitation of any other rights and  
14 remedies available at law or in equity.

15 (3) CONTRACTOR agrees that damages alone would be inadequate to compensate  
16 COUNTY for breach of any term of these Intellectual Property provisions of paragraphs thirty three (a)  
17 through thirty-four (i) by CONTRACTOR. CONTRACTOR acknowledges COUNTY would suffer  
18 irreparable harm in the event of such breach and agrees COUNTY shall be entitled to obtain equitable  
19 relief, including without limitation an injunction, from a court of competent jurisdiction, without  
20 restriction or limitation of any other rights and remedies available at law or in equity.

21 (i) Survival. The provisions set forth herein shall survive any termination or expiration of this  
22 Agreement or any project schedule.

### 23 CORPORATE STATUS

24 35. All corporate CONTRACTORS shall be registered with the California Secretary of State and  
25 shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board,  
26 or Internal Revenue Service. Any change in corporate status or suspension shall be reported by  
CONTRACTOR immediately in writing to DIRECTOR or Designee.

**STANDARDS OF CONDUCT**

1  
2 36. (a) General Assurance. Every reasonable course of action will be taken by CONTRACTOR in  
3 order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable  
4 or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain  
5 personal, financial or political gain. CONTRACTOR, its officers and employees, in administering this  
6 Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by  
7 prejudice, bias, special interest or desire for personal gain.

8 (b) Employment of Former State Employees. CONTRACTOR will ensure that any of its  
9 employees who were formerly employed by the State of California or the County of Orange, in a position  
10 that could have enabled such individuals to impact policy regarding or implementation of programs  
11 covered by this Agreement, will not be assigned to any part or phase of the activities conducted pursuant  
12 to this Agreement for a period of not less than two (2) years following the termination of such employment.

13 (c) Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any  
14 executive or employee of CONTRACTOR will receive favorable treatment when considered for enrollment  
15 in programs provided by, or employment with, CONTRACTOR.

16 (d) Conducting Business Involving Close Personal Friends and Associates. Executives and  
17 employees of CONTRACTOR will be particularly aware of the varying degrees of influence that can be  
18 exerted by personal friends and associates and, in administering this Agreement, will exercise due  
19 diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to  
20 friends and associates.

21 (e) Avoidance of Conflict of Economic Interest. No executive or employee of CONTRACTOR,  
22 elected official in the area, or voting or non-voting member of a WIB, will solicit or accept money or any  
23 other consideration from a third person, for the performance of an act reimbursed in whole or part by  
24 CONTRACTOR or COUNTY. Supplies, materials, equipment or services purchased with Agreement  
25 funds will be used solely for purposes allowed under this Agreement. No voting member of the OCWIB  
26 will cast a vote on the provision of services by that member (or any organization which that member  
represents) or vote on any matter which would provide direct financial benefit to that member or any  
business or organization which the member directly represents.

**SWEATFREE CODE OF CONDUCT**

1  
2 37. All CONTRACTORs contracting for the procurement or laundering of apparel, garments or  
3 corresponding accessories, or the procurement of equipment, materials, or supplies, other than  
4 procurement related to a public works contract, declare under penalty of perjury that no apparel, garments  
5 or corresponding accessories, equipment, or supplies furnished to the sweatshop labor, forced labor,  
6 convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children  
7 in sweatshop labor. The CONTRACTOR further declares under penalty of perjury that they adhere to the  
8 Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website  
9 located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

10 The CONTRACTOR agrees to cooperate fully in providing reasonable access to the  
11 CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by  
12 authorized officials of the State or COUNTY, the Department of Industrial Relations, or the Department of  
13 Justice to determine the CONTRACTOR's compliance with the requirements under paragraph a of the  
14 Sweatfree Code of Conduct.

**DRUG FREE WORKPLACE**

15 38. CONTRACTOR shall execute and abide by the Drug Free Workplace Certification attached  
16 hereto as Exhibit "E" and incorporated herein by this reference.

**DEBARMENT**

17 39. CONTRACTOR shall execute and abide by the Debarment & Suspension Certification  
18 attached hereto as Exhibit "F" and incorporated herein by this reference and by so doing declares that it is  
19 not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State  
20 assistance programs in accordance with 29 C.F.R. Part 98.

**SECTARIAN ACTIVITIES**

21 40. CONTRACTOR agrees that this Agreement will not provide for the advancement or aid to any  
22 religious sect, church or creed for a purpose that is sectarian in nature, nor will it help to support or sustain  
23 any school, college, university, hospital or other institution controlled by any religious creed, church, or  
24 sectarian denomination. However, in accordance with Presidential Executive Order No. 13279, issued  
25 December, 2002, CONTRACTOR shall also provide and promote equal treatment to all faith-based  
26

1 organizations in administering its federally-funded activities.

2 **LITERATURE**

3 41. Any literature distributed by CONTRACTOR for the purpose of apprising businesses,  
4 participants, or the general public of its programs under this Agreement shall state that its programs are  
5 supported by the County of Orange and the Orange County Workforce Investment Board, and shall state  
6 that the program is an "equal opportunity employer/program" and that "auxiliary aids and services are  
7 available upon request to individuals with disabilities."

7 **LOBBYING**

8 42. (a) CONTRACTOR shall execute and abide by the terms of the "Certification Regarding  
9 Lobbying," which is attached hereto as Exhibit "G" and incorporated herein by this reference.  
10 CONTRACTOR shall complete and immediately forward to DIRECTOR or Designee the "Disclosure Form  
11 to Report Lobbying," a copy of which is attached hereto as Exhibit "H", incorporated herein by this  
12 reference, if CONTRACTOR, or any person, firm or corporation acting on CONTRACTOR's behalf,  
13 engaged or engages in lobbying any federal officer, employee, elected official or agency with respect to  
14 this Agreement or the funds to be received by CONTRACTOR pursuant to this Agreement.

15 (b) CONTRACTOR agrees that the funds provided herein shall not be used to promote,  
16 directly or indirectly, any political party, political candidate or political activity, except as permitted by law.

16 **BREACH - SANCTIONS**

17 43. If, through any cause, CONTRACTOR violates any of the terms and conditions of this  
18 Agreement, or any prior Agreements whereby grant funds were received by CONTRACTOR, or if  
19 CONTRACTOR reports inaccurately, or if an audit report makes disallowances, CONTRACTOR shall  
20 promptly remedy its acts or omissions and/or repay COUNTY all amounts due COUNTY as a result  
21 thereof. For any such failures or violations COUNTY shall also have the right, at its sole discretion, to: (1)  
22 immediately discontinue program support until such time as CONTRACTOR fulfills its obligations or  
23 remedies all violations of this Agreement or prior Agreements; and/or (2) collect outstanding amounts, as  
24 determined by DIRECTOR or Designee to be due COUNTY from CONTRACTOR, by offsetting or debiting  
25 from current claims or invoices, if after thirty (30) days written notice CONTRACTOR has failed to repay  
26 same or a repayment schedule has not been made; and/or (3) terminate this Agreement in accordance

1 -with Section 44 herein. DIRECTOR or Designee shall give CONTRACTOR written notice of any action  
 2 pursuant to this paragraph, which notice shall be deemed served on the date of mailing.

3 **DISPUTES**

4 44. Except as otherwise provided in this Agreement, any dispute concerning any question arising  
 5 after the commencement of this Agreement shall be decided by DIRECTOR. In such a case, DIRECTOR  
 6 shall reduce its decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The  
 7 decision of DIRECTOR shall be final and conclusive unless within thirty (30) calendar days from the  
 8 mailing or delivery of such copy, DIRECTOR receives from CONTRACTOR a written request to appeal  
 9 said decision to the COUNTY Board of Supervisors. Pending final decision of the appeal, CONTRACTOR  
 shall act in accordance with the written decision of DIRECTOR.

10 **TERMINATION**

11 45. (a) DIRECTOR or Designee may terminate this Agreement without penalty immediately with  
 12 cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be  
 13 deemed served on the date of mailing. Cause shall be defined as any breach of contract, any  
 14 misrepresentation or fraud on the part of the CONTRACTOR. Exercise by DIRECTOR or Designee of the  
 15 right to terminate this Agreement shall relieve COUNTY of all further obligation under this Agreement.

16 (b) Upon termination, or notice thereof, CONTRACTOR agrees to cooperate with DIRECTOR or  
 17 Designee in the orderly transfer of service responsibilities, active case records, pertinent documents and  
 all equipment or materials purchased with COUNTY funds.

18 **TOTAL AGREEMENT**

19 46. This Agreement, together with the attachments hereto, expresses the total understanding of  
 20 the parties. There are no oral understandings of the parties or terms and conditions other than as are  
 21 stated herein. CONTRACTOR acknowledges that it has read and agrees to all terms and conditions  
 22 included in this Agreement.

23 **CHILD SUPPORT ENFORCEMENT**

24 47. In order to comply with child support enforcement requirements of the County of Orange,  
 25 CONTRACTOR shall execute and abide by the "Child Support Enforcement Provision" (for profit only  
 26

1 providers) attached hereto as Exhibit "I" and incorporated herein by this reference within thirty (30) days of  
 2 award of contract.

3 Failure of CONTRACTOR to timely submit the data and/or certifications required above or to  
 4 comply with all federal and state reporting requirements for child support enforcement or to comply with all  
 5 lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a  
 6 material breach of this Agreement. Failure to cure such breach within sixty (60) days of notice from  
 COUNTY shall constitute grounds for termination of this Agreement.

7 **EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS**

8 48. CONTRACTOR shall execute and abide by the "EDD Independent Contractor Reporting  
 9 Requirements Certification" attached hereto as Exhibit "J" and incorporated herein by this reference.

10 **NOTICES**

11 49. All notices, reports and correspondence between the parties hereto respecting this  
 12 Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as  
 13 follows:

14 **COUNTY:** OC Community Resources  
 15 OC Community Services / Community Investment Division  
 16 1300 S. Grand Ave. Bldg. B, 3<sup>rd</sup> Fl.  
 17 Santa Ana, CA 92705

18 and

19 **CONTRACTOR:** Pacific Gateway Workforce Investment Network  
 20 3447 Atlantic Ave  
 21 Long Beach, CA 90807

22 **GOVERNING LAW AND VENUE**

23 50. This Agreement has been negotiated and executed in the state of California and shall be  
 24 governed by and construed under the laws of the state of California. In the event of any legal action to  
 25 enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent  
 26

1 jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to  
2 the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the  
3 parties specifically agree to waive any and all rights to request that an action be transferred for trial to  
4 another County.

5 **WAIVER**

6 51. No delay or omission by either party hereto to exercise any right or power accruing upon any  
7 noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair  
8 any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of  
9 any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be  
10 a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein  
11 contained.

12 **PUBLICITY**

13 52. Information and solicitations, prepared and released by CONTRACTOR, concerning the  
14 services provided under this Agreement, shall state that the program, wholly or in part, is funded by the  
15 County of Orange and the Orange County Workforce Investment Board.

16 **CALENDAR DAYS**

17 53. Any reference to the word "day" or "days" herein shall mean calendar day or calendar days,  
18 respectively, unless otherwise expressly provided.

19 //  
20 //  
21 //  
22 //  
23 //  
24 //  
25 //  
26 //

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have duly authorized and caused this Agreement to be executed as of the date stated below written.

Dated: 4-30-09

"COUNTY OF ORANGE a political subdivision of the State of California"

By: [Signature]  
Steve Franks,  
Director, OC Community Resources

Dated: 2.24.09

"CONTRACTOR"\* Assistant City Manager

By: [Signature]

Title: City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

\*[Authorized signatures for corporations. Requirement of two signatures as follows: (1) One signature by the Chairman of the Board, the President or any Vice President, and (2) one signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer. For contractors that are not corporations, a person who has the authority to bind the contractor to a contract.]

APPROVED AS TO FORM:

COUNTY COUNSEL  
County of Orange

Dated: 2/26/2009

By: [Signature]

APPROVED AS TO FORM

February 23, 20 09  
ROBERT E. SHANNON, City Attorney  
By: [Signature]  
GARY J. ANDERSON  
DEPUTY CITY ATTORNEY



**GENERAL PROGRAM REQUIREMENTS  
REGIONAL VETERANS SERVICES COLLABORATIVE (RSVC)**

**Contractor: Pacific Gateway WIN**

**1. Project Summary:**

- A. These General Program Requirements have been designed to provide the framework wherein the One-Stop Center(s) will provide or will coordinate the provision of services for the Orange County One-Stop System.
- B. Contractor agrees to comply, remain informed, and deliver services consistent with the provisions of WIA, federal and state governance documents and/or any other appropriate statutes or requirements, related to the services provided in this Agreement.
- C. Where local policy has not been set, Contractor agrees to adhere to state or federal policy, as appropriate.
- D. Governance References

1. Workforce Investment Act

- a. Workforce Investment Act of 1998
- b. Department of Labor, Employment and Training Administration, 20 CFR Part 652 et al. – Workforce Investment Act; Final Rules The Regulations define the One-Stop Delivery System as:

A system under which entities responsible for administering separate workforce investment, educational and other human resource programs and funding streams (referred to as One-Stop partners) collaborate to create a seamless system of service delivery that will enhance access to the programs' services and improve long-term employment outcomes for individuals receiving assistance.

(20 CFR, PART 652, §662.100)

- c. Information Bulletins, Directives and any other federal and state guidance documents pertaining to the WIA
- d. Actions, directives, and policy and procedures issued by the Orange County Workforce Investment Board or staff relevant to this contract, such as MIS Policies and Procedures, Monitoring Guide Policy and Procedures, Audit Requirements Policy and Procedure.

**Statement of Work**  
**Regional Veterans Services Collaborative (RVSC)**  
**Pacific Gateway Workforce Investment Network (PGWIN)**

**I. COORDINATION**

**A. Service Delivery:** To comply with the requirements of this Agreement, Contractor must effectively and efficiently deliver various workforce development services to recently separated Veterans that have been discharged from the armed forces within the last four years as well as other Veterans target groups enumerated in VEAP Subgrant Agreement No. R970554 with the California Employment Development Department. In order to accomplish this, Contractor shall maintain and continue to improve the current system of service delivery by clearly demonstrating positive outcomes. The Contractor shall provide outreach, recruitment, assessment, case management, job placement and follow-up services to ensure the long-term success of the Veterans served in this program.

Many Veterans experience difficulties in obtaining employment at a sustainable wage. They often have to take jobs in which they are underemployed and that have a minimal prospect for career advancement. Part of this is due to the inability of Veterans to identify the transferable skills they learned through their recent experience in the military in a way that prospective employers would understand. Another contributing factor is the fact that Veterans often have little to no experience in knowing how to find a job in the business sector. Since they have been employed by the military for a number of years, they often do not have any type of resume nor do they know how to create one. Services are needed to help Veterans "translate" their military skills into business language, learn job seeking skills, practice interviewing skills and adjust their verbal and written communication skills to the private sector.

**B. WIA is not an Entitlement Program:** Selection for a customer's participation in the RVSC is a decision that is based on an assessment of the Veteran's needs, interests, abilities, motivation, and their prospects for successfully completing the program, available funding levels and the local priority of service policy.

**II. SERVICE GUIDELINES**

**A. Target Population:** The purpose of this Agreement is to provide employment and training related services to Veterans as specified above.

These Veterans have a wide range in age, represent the ethnical diversity of Los Angeles and Orange Counties, and have varying levels of education and occupational skills. Previous occupations held by these Veterans will range from unemployed to fast food worker to doctors and lawyers. Many recently separated Veterans will be looking for employment either because they had to close their small business to serve their country, quit their job before deploying for Iraq or Afghanistan, or are returning to their old jobs with a new set of skills and a different career focus from their military experiences.

It is anticipated that Veterans entering this program will have a variety of barriers to employment. This might include unfamiliarity with the job seeking system, lack of education, physical health issues, adverse criminal justice system involvement and homelessness that prevents them from successfully obtaining productive employment. Many Veterans may also have alcohol and substance abuse issues that need to be addressed prior to

employment. Likewise, the Veteran may have behavioral issues such as anger, depression, anxiety, low self esteem, and post traumatic stress disorder (PTSD).

- B. Collaborative Partner Services:** Contractor shall facilitate working relationships and manage collaborative partnerships with other agencies that will enhance the delivery of services to Veterans. Partner agencies provide various services to customers including, but not limited to, access to housing, transportation, child care, and community resources such as food, emergency funds, utilities and clothing. These needed services shall be provided by Community Based Organizations, Faith Based Organizations, and Governmental Agencies located throughout Los Angeles and Orange Counties. The RVSC will rely on the active collaboration of these public and non-profit organizations to augment the training and educational components that will provide the foundation for re-entry into the workforce.
- C. Continuous Quality Improvement:** The RVSC's goal is to work towards making consistent and continuous improvement in all aspects of service delivery, thereby having a positive effect on System performance. Improvement will be facilitated by the Contractor through a constant review of policies and procedures, increased sensitivity to the needs of customers, improvement in the level of knowledge of partner services, identification and fulfillment of training needs and through the implementation of best practices.
- D. Policies and Procedures:** In lieu of Policies and Procedures established by the Orange County Workforce Investment Area (OCWIA) and referenced throughout this Exhibit, Contractor may elect to use their own internal policies. Should Contractor not have an applicable policy, Contractor shall abide by the OCWIA policies, as appropriate.

### III. SERVICES

- A. Services Provided to Veterans:** Contractor shall provide the services described to those who can benefit from and who are in most need of such services, as appropriate, and within the funding and eligibility guidelines. Specialized workforce development services shall be designed to meet the unique needs of the recently-separated and other Veteran populations. Contractor shall provide services both directly and through sub-contract with California State University – Long Beach (CSULB). Contractor shall assume responsibility for and meet established benchmarks and performance outcomes, both directly and thru sub-contractors, as outlined in Exhibits C, D and K of this Agreement (Performance Matrix; Budget and Expenditures; VEAP Proposal, respectively).

Services can be broken down into three basic categories:

#### 1. Recruitment and Enrollment:

- a. Contractor shall have assigned Workforce Specialists physically located at their One-Stop Centers and CSULB. These established sites shall be open during regular business hours (Monday thru Friday, 8 am to 5 pm) allowing Veterans access to employment and training related services.
- b. Contractor shall conduct individual and/or group informational orientation sessions to Veterans at their facilities. Orientations shall identify services available on-site and through the One-Stop System.

- c. Contractor shall provide information on industry specific occupations. Contractor shall provide Labor Market Information and career path information on emerging occupations.
- d. Contractor, along with collaborative partners and the local Veterans employment representatives, shall develop a coordinated marketing campaign designed to enhance ongoing recruitment and outreach efforts.
- e. Contractor, along with collaborative partners, shall develop material to promote the RVSC with local employers and businesses to generate additional support in hiring Veterans. Contractor shall provide brochures to EDD Veterans Services staff to be used in informational packets and mailings to recently-separated and other Veterans.
- f. Contractor shall adhere to the provisions of State Directives 07-06 and 03-12, Informational Notice 04-OCWIA-04 and any subsequent updates and/or revisions for specific information regarding accessibility information to include on all printed materials.
- g. Contractor shall target homeless shelters and transitional living sites to provide program information. Contractor shall conduct outreach to the Veterans Administration, AMVETS, US Vets, Inc. and other Veteran's community groups.
- h. Contractor shall attend available coordinated Veterans' Job Fairs during the term of the project in conjunction with Coast Community College and provide hiring events that all Veterans will be invited to attend. Contractor shall effectively maximize the press opportunities offered around Veteran's Day in November. Contractor shall provide information about services available, assistance with job search activities and details concerning other federal, state and local social services to which the participating Veterans may be entitled.
- i. Initial Assessment: Contractor shall conduct an online O\*NET-based job skills Assessment in the Virtual One-Stop (VOS) System. The Assessment shall match military education and job training with current civilian workplace needs through a crosswalk search of its comprehensive database of occupational skills, knowledge, and other occupational characteristics. The depth of the Assessment may vary depending on the needs, and the nature of personal and employment barriers of the Veteran.

**2. Work Readiness:**

- a. Individualized Employment Plan (IEP): Following completion of the Initial Assessment, Case Manager and Veteran, shall develop a VOS-based IEP. The IEP shall address basic needs (housing, transportation, food, clothing, behavioral health/substance abuse counseling), motivation issues, work history, previous education/training, income requirements, barriers to employment, and needed supportive services.
- b. As the needs of the Veteran change, the IEP shall be modified to reflect these changes. Since the approach to case management is to provide individualized attention, the Veteran's changing needs shall be identified quickly. A revised action plan shall be developed along with detailed progress notes indicating how those needs are being met. Post-employment services shall be documented on the IEP, including job retention strategies and other needed follow-up services.

- c. **Comprehensive Case Management:** The Contractor shall provide case management services to all Veterans enrolled through the RVSP. Case management is considered a key component of service delivery and critical to the ultimate success of the Veteran. Case management is necessary to assure that all of the needs of the Veteran are met and that information is collected and reported. If a Veteran is enrolled in more than one funding stream, differentiated services provided for each program shall be documented and justified. Contractor and all partners shall use the VOS for Veteran case management.

The responsibilities of the Case Manager are as follows:

- i. Case Manager shall contact Veterans at least one time per month and a substantial service shall be provided and documented in the VOS. Services shall include, but are not limited to: staff-assisted job development, case management and short term pre-vocational services.
  - ii. Case Manager shall be responsible for tracking the Veteran's progress, assistance with identifying and overcoming any barriers, providing career and motivational counseling, acting as an advocate on behalf of the Veteran and making other referrals for services and other resources that are identified in the IEP.
  - iii. Case Manager shall assist the Veteran in improving job seeking skills such as interviewing skills, utilizing job search engines, and communicating effectively with potential employers.
  - iv. Case Manager shall use the information collected for input into the VOS System.
  - v. Case Manager shall monitor all program offerings and ultimately performance outcomes.
  - vi. Case Manager shall be responsible for assisting the Veteran in obtaining and retaining employment.
  - vii. Case Manager shall provide access to specialized job readiness workshops to include topics such as: Resume Creation and Critique, Interviewing Techniques, Job Search Techniques, Dressing for Success, and Workplace Etiquette.
  - viii. Case Manager shall provide access to electronic job search tools, self-help references and labor market information. This information shall be used to direct the Veteran into high wage, high growth careers relevant to their surrounding job market so that training dollars are used in the most effective manner.
- d. **Supportive Services Coordination:** Contractor shall identify and provide supportive services and/or referrals as appropriate. Supportive services shall include, but are not limited to transportation, clothing, childcare and other costs that may be a barrier to an individual's job search, training or placement. Supportive services shall only be issued after a need has been identified and when no other funding is available to pay for such services. Contractor shall be responsible for managing the provision of supportive services in as cost efficient manner as possible to ensure fair distribution and non-duplication of resources and services. Contractor

shall adhere to all requirements specified in OMB circular A-87(c) (1) as well as the Contractor's Policy Memorandum on supportive services.

- e. Training: Contractor shall be responsible for referring each Veteran to the most appropriate training activity for the individual as determined from the assessment and the documented statements in the IEP. It is estimated that 53% of the Veterans enrolled through the RVSC shall receive training. Various options for training shall be explored so an informed choice can be made that will ultimately lead toward attainment of a diploma or credential, job placement and successful job retention.

The categories below list the training services that may be made available to individuals showing an assessed need:

- i. Occupational Skills Training may be offered through Individualized Training Accounts (ITA). ITAs permit a wide range of choices to Veterans and are locally monitored to offer training in only demand occupations.  
  
An ITA shall be issued only after meeting all of the established guidelines and criteria as established by the Contractor. The approved training vendor may provide only the specified training outlined on the training approval, which is to pay the costs of tuition, books and other required training materials. This training may include Technical Based Training (ie. Distance Learning). The training vendor is responsible for providing this training and ensuring that the Veteran develops the needed competencies to be employed in the specific field. All other needs of the Veteran shall be met through the Case Manager. The Veteran shall receive supportive services, counseling or other assistance they might need in order to have successful completion of training, followed by successful placement into unsubsidized employment. Contractor shall monitor Veterans' attendance and progress in all training activities.
- ii. Under a subcontract with CSULB, Veterans currently in their junior year who are currently pursuing their Bachelors Degree and face elimination of tuition reimbursement through their GI bill will receive financial assistance and academic advisement to allow them the opportunity to finish their education and be placed in high-growth, high-wage employment upon graduation.
- iii. Training opportunities via numerous high-growth, high-wage sectoral initiatives developed by the Pacific Gateway WIB and provided through an array of community colleges and regional vocational training providers or through resources leveraged with business and education representatives.
- iv. Contractor may also provide, either in-house, or through referral, classroom training, remedial education, adult education, ROP, literacy and bilingual training, and institutional skills training.
- v. Contractor shall seek other non-WIA funded training, whenever possible, and shall use these sources to offset WIA funds where applicable.

### 3. Employment and Follow-up:

- a. Contractor shall work with Veterans to ensure their resume is updated with information about recently-acquired training and employment experience.
- b. Contractor shall work with Veterans to prepare them to interview successfully and to follow-up with the Veteran after the interview to provide feedback on how to strengthen verbal responses to interview questions.
- c. Contractor shall provide job development services to assist the Veterans in obtaining gainful employment that allows them to attain financial independence and successful integration into the community. Contractor shall work with area businesses to identify employment opportunities in particular companies that target the recruitment of Veterans. Additionally, Contractor shall encourage and support the hiring of Veterans in the industry clusters identified as high-growth and high-demand.
- d. After job placement, Contractor shall assist Veterans and their respective employers with job retention. Contractor shall provide follow-up activities, as needed, and document any services provided in the case notes of the client file. The purpose of these follow-up services and activities is to ensure that exited Veterans have overcome any problems that may arise during this critical period and to ensure further progress toward long-term employment and self-sufficiency.
- e. During the retention period, Contractor shall ensure that the Veteran remains employed and if they lose their job during this time, shall immediately work with the Veteran so they can secure new employment. Contractor shall provide one-on-one counseling during follow-up contacts that focus on identifying and eliminating any barriers that may be preventing the Veteran from successfully retaining a job. Veterans shall be encouraged to attend workshops related to skill enhancement, job retention, and fostering and attaining self-sufficiency.

## IV. SERVICE STANDARDS

**A. Hours of Operation:** One-Stop Center(s) and satellites shall be open, at minimum, from 8:00 am to 5:00 pm Monday through Friday. Additional hours may be imposed as necessary to fulfill contract performance.

**B. Observed Holidays:**

Contractor's offices, as established by the City of Long Beach, shall be closed for the following holidays during the three years this agreement is in effect:

- New Years Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving and the day after Thanks Giving.
- Christmas Day

**C. File Maintenance and Documentation:** An electronic VOS case file shall be maintained for every enrolled Veteran. At a minimum, the case file shall include:

1. Program eligibility/determination of need;
2. Staff certification of Source documents;
3. Initial and Comprehensive Assessments; as necessary
4. IEP, including all updates of services provided and completed;
5. Progress reports, time and attendance if receiving WIA and non-WIA funded training (including short-term pre-vocational training);
6. Case notes.

**D. Confidentiality:** Contractor shall agree to the following:

1. All applications and individual records related to services provided under this Agreement, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services. The sharing of individual and client information necessary for provision of services under this Agreement; i.e.: assessment; case management notes; program or training referral; job development, placement or follow-up activities; and other services as needed for employment or program support purposes, constitutes a valid use of such information.
2. No person or employee shall otherwise publish or disclose, use, or permit, cause to be published, disclosed or used, any confidential information pertaining to RVSC applicants, participants, or customers.
3. Contractor shall abide by the current confidentiality provisions of respective statutes and share information necessary for the administration of programs operated through the One-Stop System.

**E. Printed Material:** Printed material and other information shall be provided in English, Spanish and Khmer, as necessary. Whenever feasible, language barriers should be removed so that all visitors to the One-Stop feel welcome and can benefit from the experience. Any printed material and/or marketing material shall be submitted to the OCWIB for approval, prior to use.

**F. Notice and Communication Requirements:**

1. Where materials indicate that the Contractor may be reached by telephone, the telephone number of any TDD/TTY or relay service used by the Contractor shall be identified. [29CFR Part 37; WSD 07-06]
2. For information and services accessed electronically, Contractor shall establish a procedure which assures that the notice requirements of Title 29 CFR Part 37 are met. [29 CFR Part 37; WSD 07-06]
3. Distributed publications, broadcasts, and other communications, which promote WIA programs or activities, shall include the following tag line:



*'This WIA Title I financially assisted program or activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities'. To request a reasonable accommodation, please call 562.570.3728, TTY 562.570.4629, or TTY 310.732.5714' (as appropriate) [29 CFR Part 37; WSD 07-06]*

4. Contractor shall provide reasonable accommodations to participants in need of special assistance to attend meetings, workshops, seminars, job fairs, etc. sponsored by or offered by the Contractor. Contractor shall include the following tag line on all flyers, notices and other communication promoting, advertising and /or informing the public of meetings, workshops, seminars, job fairs, etc. sponsored by or offered by the Contractor.

*Equal Opportunity Employer/Program. Auxiliary aids and services available upon request to individuals with disabilities. To request a reasonable accommodation, please call 562.570.3728 or TTY 562.570.4629 or 3107325714 at least 72 hours prior to the event. [28 CFR 35.102-35.104 American Disabilities Act Title II]*

- G. Collaborative Partner Relations:** In order to ensure effective and efficient service delivery by all partnering agencies under the RVSC, all associated staff shall meet on a quarterly basis during the first year of the project and twice per year thereafter to discuss project operations, share information and best practices, review outcomes and discuss methods for improving service delivery to the Veteran population in Southern California.

## V. PERFORMANCE

- A. Performance Measures:** The Workforce Investment Act requires a comprehensive accountability system to determine the effectiveness of services provided. The Contractor shall agree to meet or exceed required federal, state and local standards, measurements and outcomes of all funding streams received in the operation and administration of the project. At a minimum, Contractor shall meet all performance measures outlined in Exhibit C of this Agreement.

Contractor's performance statistics shall be evaluated and are expected to meet or exceed the performance targets on a quarterly basis.

1. Performance on new participant enrollments shall be assessed by comparing the Contractor's planned versus actual year to date cumulative new numbers.
2. Performance on required follow-up shall be measured on a quarterly basis.
3. Performance on the mandated measures shall be evaluated quarterly.

- B. Internal Monitoring:** Contractor shall be responsible for on-going internal monitoring of the Veteran's program funded under this Agreement to ensure compliance with legislation, regulations, bulletins and directives. Results of internal monitoring must be in writing and must be available to OCWIB staff, upon request. Internal monitoring shall include, but is not limited to the following:

1. Review of all VOS or hardcopy files to determine that eligibility criteria have been met.

2. Random VOS file review for IEP updates, case note documentation, attendance verification, placement verification, supportive service documentation and delivery, and post placement follow-up.
  3. Review of gaps in service delivery.
  4. Ongoing review of participant rosters to ensure accuracy of data.
  5. Verification of Veteran's attendance, performance and employment information.
- C. Corrective Action Plans:** Performing at or below the contract level on a monthly basis on any individual performance measure shall be subject to the following corrective action:
1. Assessment of the causes of the low performance;
  2. Development and implementation of an appropriate Corrective Action Plan to raise performance; and
  3. Monitoring of subsequent performance to assess the impact of the Corrective Action Plan;
  4. Contractor's performance trends and Corrective Action Plans shall be critical to decisions regarding contract renewal. Failure to achieve the goals set forth in the Corrective Action Plan may result in penalties such as de-obligation of funds or revocation of the Agreement with the County of Orange.
- D. Common Measures:** Contractor shall implement Common Measures as defined in TEGL 17-05, Informational Notice 07-OCWDA-12 and any subsequent updates and/or revisions, as applicable.
- E. Compliance:** All funds are subject to their related Federal, State, and Local statutory and regulatory requirements. These requirements are detailed in governing documents that include, but are not limited to, the WIA and its associated federal regulations, including Title 29 of the Code of Federal Regulations, State and Federal WIA directives, OMB Circulars, and Contractor's Information Bulletins and Policy Memorandum, as applicable.

## VI. DELIVERABLES

- A. Deliverables:** Limited funding and limited fund life requires that expenditures and participant information be reported in a timely and accurate manner, so that inefficiencies can be identified, and unanticipated fund balances can be determined and reallocated to the best possible use. Contractor shall submit monthly reports of expenditure data. Performance data, including expenditures, shall be reviewed monthly and beginning with second quarter data, shall be used for making comparisons, assessing performance and reallocating funds.
- B. MIS:** All data entry shall be completed by the thirteenth (13<sup>th</sup>) of each month for the previous month's activities. Contractor shall be responsible for data verification and contract performance compliance.
- C. Invoices:** Monthly invoices are due to the OCWIB by the twentieth (20<sup>th</sup>) day following the month being reported.
- D. In-Kind Contribution:** Contractor shall track in-kind and/or cash match on a monthly basis. The amount of this contribution shall be indicated on Exhibit D.

- E. Monthly Project Report:** Contractor shall submit a Monthly Project Report no later than the fourth (4<sup>th</sup>) of each month for the previous month. The Report shall include: (1) Brief summary of project activities; and (2) Constraints or other barriers encountered that impeded your ability to meet project goals.
- F. Evaluation:** WIA Sections 134 and 136 (e) provide for the ongoing evaluation of workforce investment activities. Evaluation of Statewide activities allows the State to determine the effectiveness of the Governor's 15 and 25 Percent funds in addressing the identified statewide needs. As a result, the State may pursue a statewide evaluation of the projects awarded. In the event that a statewide evaluation is implemented, the Contractor shall be required to participate in that evaluation by providing requested data and information.

**WIA PERFORMANCE**  
**Regional Veterans Services Collaborative (RVSC)**  
**Pacific Gateway Workforce Investment Network (PGWIN)**  
**Program Year 2009, 2010 and 2011**

<i>Enrollment and Cost Matrix</i>				
<i>Part 1a - Participant Information.</i>	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Total</i>
<i>A. Total planned enrollments:</i>	60	30	0	90
<i>B Total planned entered employments:</i>	13	38	15	66
<i>C. Total planned retained employments:</i>	9	30	14	53
<i>D. Total planned trainees:</i>	50	20	0	70

<i>Part 1b - Cost Information</i>		
<i>(A)</i>	<i>(B)</i> <i>Costs calculated using only amount requested in this proposal</i>	<i>(C)</i> <i>Costs calculated using all resources available to the project</i>
<i>A. Cost per participant</i>	\$6,600.09	\$10,863.33
<i>B. Cost per entered employment</i>	\$9,000.12	\$14,813.63
<i>C. Cost per retained employment</i>	\$11,207.69	\$18,447.17
<i>D. Cost per trainee</i>	\$8,485.83	\$13,967.4

<i>Performance Goals</i>	<i>Planned Adult Goals</i>	<i>Planned Dislocated Worker Goals</i>
<i>A. Entered Employment Rate</i>	71%	73%
<i>B. Retention Rate</i>	74%	80%
<i>C. Average Earnings</i>	\$12,500	\$15,900

Pacific Gateway Workforce Investment Network (PGWIN)  
WIA ADULT PARTICIPANT PLAN

Adult

Dislocated Worker

Cumulative Participants						
	Quarter End Date	Month End Date	Month End Date	Quarter End Date	Month End Date	Month End Date
Month/Year		1/09	2/09	3/09	4/09	5/09
1 Total Participants Registered	0	0	1	2	4	10
2. Program Services						
a. Core Services/Intensive Services	0	0	1	2	4	10
b. Training Services	0	0	0	1	2	4
c. Follow-up Services after Placement	0	0	0	0	1	2
d. Follow-up Services after Exit	0	0	0	0	0	0
3. Exit Status						
a. Total Participants Exiting WIA				0		
(1) Unsubsidized Employment				0		
(a) Training Related				0		
(2) Employability Enhancement Exits				0		
(3) Exited for Other Reasons				0		
Cumulative Participants						
Month/Year	6/09	7/09	8/09	9/09	10/09	11/09
1 Total Participants Registered	16	23	25	26	27	29
2. Program Services						
a. Core Services/Intensive Services	16	23	25	26	27	29
b. Training Services	5	6	22	23	24	25
c. Follow-up Services after Placement	3	4	5	5	6	6
d. Follow-up Services after Exit	5	5	6	7	7	8
3. Exit Status						
a. Total Participants Exiting WIA	5			7		
(1) Unsubsidized Employment	4			5		
(a) Training Related	3			4		
(2) Employability Enhancement Exits	0			0		
(3) Exited for Other Reasons	1			2		

Pacific Gateway Workforce Investment Network (PGWIN)  
WIA ADULT PARTICIPANT PLAN

Adult

Dislocated Worker

Cumulative Participants						
	Quarter End Date	Month End Date	Month End Date	Quarter End Date	Month End Date	Month End Date
Month/Year	12/09	1/10	2/10	3/10	4/10	5/10
1 Total Participants Registered	30	31	33	34	35	36
<b>2. Program Services</b>						
e. Core Services/Intensive Services	30	31	33	34	35	36
f. Training Services	25	26	26	27	28	29
g. Follow-up Services after Placement	6	7	7	8	9	10
h. Follow-up Services after Exit	10	11	12	13	14	15
<b>3. Exit Status</b>						
a. Total Participants Exiting WIA	10			13		
(1) Unsubsidized Employment	6			8		
(a) Training Related	4			6		
(2) Employability Enhancement Exits	0			0		
(3) Exited for Other Reasons	4			5		
Cumulative Participants						
Month/Year	6/10	7/10	8/10	9/10	10/10	11/10
1 Total Participants Registered	37	39	40	41	43	44
<b>2. Program Services</b>						
e. Core Services/Intensive Services	37	39	40	41	43	44
f. Training Services	30	31	32	33	35	35
g. Follow-up Services after Placement	14	14	15	23	24	25
h. Follow-up Services after Exit	20	20	20	32	33	34
<b>3. Exit Status</b>						
a. Total Participants Exiting WIA	20			32		
(1) Unsubsidized Employment	14			24		
(a) Training Related	10			20		
(2) Employability Enhancement Exits	0			0		
(3) Exited for Other Reasons	6			8		

Pacific Gateway Workforce Investment Network (PGWIN)  
WIA ADULT PARTICIPANT PLAN

Adult

Dislocated Worker

Cumulative Participants						
	Quarter End Date	Month End Date	Month End Date	Quarter End Date	Month End Date	Month End Date
Month/Year	12/10	1/11	2/11	3/11	4/11	5/11
1 Total Participants Registered	45	45	45	45	45	45
<b>2: Program Services</b>						
i. Core Services/Intensive Services	45	45	45	45	45	45
j. Training Services	35	35	35	35	35	35
k. Follow-up Services after Placement	25	25	26	27	27	28
l. Follow-up Services after Exit	35	35	36	37	38	39
<b>3: Exit Status</b>						
a. Total Participants Exiting WIA	35			37		
(1) Unsubsidized Employment	25			27		
(a) Training Related	21			22		
(2) Employability Enhancement Exits	0			0		
(3) Exited for Other Reasons	10			10		
Cumulative Participants						
Month/Year	6/11	7/11	8/11	9/11	10/11	11/11
1 Total Participants Registered	45	45	45	45	45	45
<b>2: Program Services</b>						
i. Core Services/Intensive Services	45	45	45	45	45	45
j. Training Services	35	35	35	35	35	35
k. Follow-up Services after Placement	29	29	30	30	31	32
l. Follow-up Services after Exit	40	40	41	42	43	44
<b>3: Exit Status</b>						
a. Total Participants Exiting WIA	40			42		
(1) Unsubsidized Employment	28			30		
(a) Training Related	24			26		
(2) Employability Enhancement Exits	0			0		
(3) Exited for Other Reasons	12			12		

Pacific Gateway Workforce Investment Network (PGWIN)  
WIA ADULT PARTICIPANT PLAN

Adult

Dislocated Worker

Cumulative Participants						
	Quarter End Date	Month End Date	Month End Date	Quarter End Date	Month End Date	Month End Date
Month/Year	12/11					
1 Total Participants Registered	45					
<b>2. Program Services</b>						
m. Core Services/Intensive Services	45					
n. Training Services	35					
o. Follow-up Services after Placement	26					
p. Follow-up Services after Exit	45					
<b>3. Exit Status</b>						
a. Total Participants Exiting WIA	45					
(1) Unsubsidized Employment	33					
(a) Training Related	26					
(2) Employability Enhancement Exits	0					
(3) Exited for Other Reasons	12					
Cumulative Participants						
Month/Year						
1 Total Participants Registered						
<b>2. Program Services</b>						
m. Core Services/Intensive Services						
n. Training Services						
o. Follow-up Services after Placement						
p. Follow-up Services after Exit						
<b>3. Exit Status</b>						
a. Total Participants Exiting WIA						
(1) Unsubsidized Employment						
(a) Training Related						
(2) Employability Enhancement Exits						
(3) Exited for Other Reasons						



Pacific Gateway Workforce Investment Network (PGWIN)  
WIA ADULT PARTICIPANT PLAN

Adult

Dislocated Worker

Cumulative Participants						
	Quarter End Date	Month End Date	Month End Date	Quarter End Date	Month End Date	Month End Date
Month/Year		1/09	2/09	3/09	4/09	5/09
1 Total Participants Registered	0	0	1	2	4	10
<b>2. Program Services</b>						
q. Core Services/Intensive Services	0	0	1	2	4	10
r. Training Services	0	0	0	1	2	4
s. Follow-up Services after Placement	0	0	0	0	1	2
t. Follow-up Services after Exit	0	0	0	0	0	0
<b>3. Exit Status</b>						
a. Total Participants Exiting WIA				0		
(1) Unsubsidized Employment				0		
(a) Training Related				0		
(2) Employability Enhancement Exits				0		
(3) Exited for Other Reasons				0		
Cumulative Participants						
Month/Year	6/09	7/09	8/09	9/09	10/09	11/09
1 Total Participants Registered	16	23	25	26	27	29
<b>2. Program Services</b>						
q. Core Services/Intensive Services	16	23	25	26	27	29
r. Training Services	5	6	22	23	24	25
s. Follow-up Services after Placement	3	4	5	5	6	6
t. Follow-up Services after Exit	5	5	6	7	7	8
<b>3. Exit Status</b>						
a. Total Participants Exiting WIA	5			7		
(1) Unsubsidized Employment	4			5		
(a) Training Related	3			4		
(2) Employability Enhancement Exits	0			0		
(3) Exited for Other Reasons	1			2		

Pacific Gateway Workforce Investment Network (PGWIN)  
WIA ADULT PARTICIPANT PLAN

Adult

Dislocated Worker

Cumulative Participants						
	Quarter End Date	Month End Date	Month End Date	Quarter End Date	Month End Date	Month End Date
Month/Year	12/09	1/10	2/10	3/10	4/10	5/10
1 Total Participants Registered	30	31	33	34	35	36
<b>2. Program Services</b>						
u. Core Services/Intensive Services	30	31	33	34	35	36
v. Training Services	25	26	26	27	28	29
w. Follow-up Services after Placement	6	7	7	8	9	10
x. Follow-up Services after Exit	10	11	12	13	14	15
<b>3. Exit Status</b>						
a. Total Participants Exiting WIA	10			13		
(1) Unsubsidized Employment	6			8		
(a) Training Related	4			6		
(2) Employability Enhancement Exits	0			0		
(3) Exited for Other Reasons	4			5		
Cumulative Participants						
Month/Year	6/10	7/10	8/10	9/10	10/10	11/10
1 Total Participants Registered	37	39	40	41	43	44
<b>2. Program Services</b>						
u. Core Services/Intensive Services	37	39	40	41	43	44
v. Training Services	30	31	32	33	35	35
w. Follow-up Services after Placement	14	14	15	23	24	25
x. Follow-up Services after Exit	20	20	20	32	33	34
<b>3. Exit Status</b>						
a. Total Participants Exiting WIA	20			32		
(1) Unsubsidized Employment	14			24		
(a) Training Related	10			20		
(2) Employability Enhancement Exits	0			0		
(3) Exited for Other Reasons	6			8		

Pacific Gateway Workforce Investment Network (PGWIN)  
WIA ADULT PARTICIPANT PLAN

Adult

Dislocated Worker

Cumulative Participants						
	Quarter End Date	Month End Date	Month End Date	Quarter End Date	Month End Date	Month End Date
Month/Year	12/10	1/11	2/11	3/11	4/11	5/11
1 Total Participants Registered	45	45	45	45	45	45
<b>2. Program Services</b>						
y. Core Services/Intensive Services	45	45	45	45	45	45
z. Training Services	35	35	35	35	35	35
aa. Follow-up Services after Placement	25	25	26	27	27	28
bb. Follow-up Services after Exit	35	35	36	37	38	39
<b>3. Exit Status</b>						
a. Total Participants Exiting WIA	35			37		
(1) Unsubsidized Employment	25			27		
(a) Training Related	21			22		
(2) Employability Enhancement Exits	0			0		
(3) Exited for Other Reasons	10			10		
Cumulative Participants						
Month/Year	6/11	7/11	8/11	9/11	10/11	11/11
1 Total Participants Registered	45	45	45	45	45	45
<b>2. Program Services</b>						
y. Core Services/Intensive Services	45	45	45	45	45	45
z. Training Services	35	35	35	35	35	35
aa. Follow-up Services after Placement	29	29	30	30	31	32
bb. Follow-up Services after Exit	40	40	41	42	43	44
<b>3. Exit Status</b>						
a. Total Participants Exiting WIA	40			42		
(1) Unsubsidized Employment	28			30		
(a) Training Related	24			26		
(2) Employability Enhancement Exits	0			0		
(3) Exited for Other Reasons	12			12		

Pacific Gateway Workforce Investment Network (PGWIN)  
WIA ADULT PARTICIPANT PLAN

Adult

Dislocated Worker

Cumulative Participants						
	Quarter End Date	Month End Date	Month End Date	Quarter End Date	Month End Date	Month End Date
Month/Year	12/11					
1 Total Participants Registered	45					
<b>2. Program Services</b>						
cc. Core Services/Intensive Services	45					
dd. Training Services	35					
ee. Follow-up Services after Placement	26					
ff. Follow-up Services after Exit	45					
<b>3. Exit Status</b>						
a. Total Participants Exiting WIA	45					
(1) Unsubsidized Employment	33					
(a) Training Related	26					
(2) Employability Enhancement Exits	0					
(3) Exited for Other Reasons	12					
Cumulative Participants						
Month/Year						
1 Total Participants Registered						
<b>2. Program Services</b>						
cc. Core Services/Intensive Services						
dd. Training Services						
ee. Follow-up Services after Placement						
ff. Follow-up Services after Exit						
<b>3. Exit Status</b>						
a. Total Participants Exiting WIA						
(1) Unsubsidized Employment						
(a) Training Related						
(2) Employability Enhancement Exits						
(3) Exited for Other Reasons						

# Budget Schedule

Exhibit D  
V1-V-09

Contractor Name Pacific Gateway Workforce Investment Network

	Planned Budget			
	(A) Requested Funds WIA 15 Percent	(B) Requested Funds WIA 25 Percent	(C) Other Resources Non WIA Cash Match/In-kind Contributions	(D) Total
A. Staff Salaries	\$ 85,259	\$ 85,259	\$ -	\$ 170,518
B. Number of full-time equivalents: .87				
C. Staff Benefits	\$ 47,745	\$ 47,745	\$ -	\$ 95,490
D. Staff Benefit Rate (percent) 56 %				
E. Staff Travel	\$ -	\$ -		\$ -
F. Operating Expenses (communications, facilities, utilities, maintenance, consumable supplies, audit, etc.)	\$ -	\$ -	\$ 109,372	\$ 109,372
G. Furniture and Equipment				\$ -
1. Small Purchase (unit cost is less than \$5,000 such as computers, desks etc.)			\$ -	\$ -
2. Equipment Purchase (unit cost is more than \$5,000 and useful life is more than one year.) Complete Supplemental Budget Form				\$ -
3. Lease				\$ -
H. Consumable Testing and Instructional Materials				\$ -
I. Tuition Payments/Vouchers	\$ 31,250	\$ 31,250	\$ 82,320	\$ 144,820
J. On-the-Job Training				\$ -
K. Participant Wages and Fringe Benefits				\$ -
L. Participant Support Services	\$ 6,250	\$ 6,250		\$ 12,500
M. Job Retention Services				\$ -
N. Contractual Services (Complete Supplemental Budget Form)	\$ 126,500	\$ 126,500	\$ 192,000	\$ 445,000
O. Indirect Costs	\$ -	\$ -		\$ -
P. Other:				\$ -
Q. Total Funding	\$ 297,004	\$ 297,004	\$ 383,692	\$ 977,700

State of California  
Drug Free Workplace Certification  
STD 21 (NEW 11-90)

G40027

COMPANY / ORGANIZATION NAME: **City of Long Beach**

The Contractor or grant recipient named above hereby certifies compliance with Government Code 8355 in matters relating to providing a drug-free workplace. The above named Contractor 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 danger 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 on the proposed contract or grant
  - (a) Will receive a copy of the company's drug-free policy statement, and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment in the contract or grant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient 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.

OFFICIAL'S NAME **Patrick H. West**

DATE EXECUTED 2-24-09 EXECUTED IN THE COUNTY OF Los Angeles

CONTRACTOR or GRANTEE RECIPIENT SIGNATURE



**Assistant City Manager**

TITLE **City Manager**

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

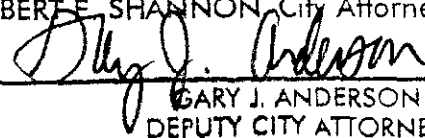
FEDERAL ID NUMBER [REDACTED]

APPROVED AS TO FORM

February 23, 20 09

ROBERT E. SHANNON, City Attorney

By



**GARY J. ANDERSON**  
DEPUTY CITY ATTORNEY

ATTACHMENT

PAGE 61 OF 100 PAGES

# CERTIFICATION REGARDING LOBBYING

## CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

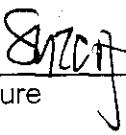
(3) The undersigned shall require that the language of this certification be included in the award documents for all\* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all\* subrecipients shall certify and disclose accordingly.

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

### FORMULA

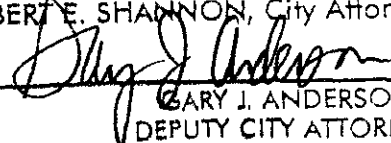
City of Long Beach  
Grantee/Contractor Organization Program/Title

Patrick H. West, City Manager  
Name and Title of Authorized Signatory

 Assistant City Manager 2.24.09  
Date  
Signature **EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.**

\*Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

APPROVED AS TO FORM

February 23, 2009 ATTACHMENT  
ROBERT E. SHANNON, City Attorney PAGE 02 OF 100 PAGE  
By   
GARY J. ANDERSON  
DEPUTY CITY ATTORNEY

### EDD Independent Contractor Reporting Requirements

Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a Contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent Contractor is defined as "an individual who is not an employee of the....government entity for California purposes and who receives compensation or executes a Contract for services performed for that....government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [www.edd.ca.gov/txicr.htm](http://www.edd.ca.gov/txicr.htm).

To comply with the reporting requirements, County procedures for contracting with independent contractors mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

- First name, middle initial and last name
- Social Security Number
- Address
- Start and expiration dates of Contract
- Amount of Contract

**N/A - EXEMPT**

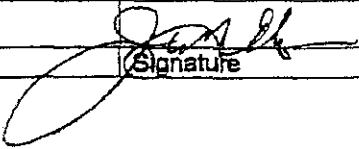
First Name	Middle Initial	Last Name
SSN _____		
Contract Number _____	Dollar value of Contract _____	
Start Date _____	Expiration Date _____	



**Workforce Investment Act  
Veterans Employment-Related Assistance Program (VEAP) 2008-09  
COVER/SIGNATURE PAGE**

Exhibit K  
V1-V-09

<b>EDD Use Only</b>	
Proposal No: _____	
<input type="checkbox"/> LWIA	<input type="checkbox"/> Non-LWIA

		<b>Amount of Request</b>	
Veterans Employment-Related Assistance Program (VEAP)		WIA 15% amount: \$500,000	
		WIA 25% amount: \$500,000	
		Total request: \$1,000,000	
Amount of non-WIA cash and/or in-kind match:		\$948,172	
Organization (applicant) Name:		ORANGE COUNTY WORKFORCE INVESTMENT BOARD	
Regional Collaborative Application:		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Address:		1300 S. Grand Avenue, Building B, 3 <sup>rd</sup> Floor	
City & Zip Code:		Santa Ana 92705	
County:		Orange	
Designated Contact Person and Title:		Andrew Munoz, Executive Director	
Telephone:	714-567-7370	Fax:	714-834-7132
E-mail:	andrew.munoz@hcs.ocgov.com		
Type of Organization:	<input type="checkbox"/> Private for Profit	<input checked="" type="checkbox"/> Governmental Agency	<input type="checkbox"/> Private Non-Profit
(Check One)	<input type="checkbox"/> Education Agency	<input type="checkbox"/> Other (Describe)	
IRS Tax ID Number:		California Tax ID Number:	██████████
Proposal Title:	Orange County-Pacific Gateway Regional Veteran Services Collaborative		
<p>Proposal Summary: In 100 words or less, describe the overall purpose of the proposed project.                  The Orange County-Pacific Gateway Regional Veteran Services Collaborative will serve 150 veterans, including 100 recently separated veterans, through a comprehensive approach to address barriers to employment and prepare them for re-entering the workforce. Comprehensive services, including employment services, training opportunities and social services, will be provided through the collaborative partnership which includes, but is not limited to the Orange and Los Angeles Counties One-Stop Centers, the Joint Forces Training Base in Los Alamitos, California State University Long Beach, Veterans Administration Hospital in Long Beach, and the Managed Career Solutions Vocational Rehabilitation.</p>			
<b>Approval of Authorized Representative</b> (Submit two original signature copies)			
Name:	Andrew Munoz		10/23/08
Title:	Executive Director		Date
		 Signature	

**VEAP SFP  
REGIONAL COLLABORATIVE FORM**

<b>Lead/Fiscal Agent</b>	<b>Orange County Workforce Investment Board</b>
<b>Regional Partners</b>	Pacific Gateway Workforce Investment Network
	Coastline Community College (OCWIB One-Stop)
	California State University, Long Beach – Veterans University
	Managed Career Solutions – Hollywood WorkSource Center
	US Vets, Inc.
	State of California, Employment Development Department
	Veterans Administration Hospital (Long Beach)
	Los Alamitos Joint Forces Training Base
<b>Description of Regional Collaborative</b>	The regional collaborative, led by the Orange County Workforce Investment Board as the fiscal and administrative agent, will utilize the best workforce development service delivery practices and high-growth, high-wage career initiative pathways created by each regional partner. Given the identified need to increase both the level and intensity of services and enhance coordination between veteran serving organizations, the Collaborative believes that the model proposed through this veterans initiative will provide the highest level of services to recently separated and other veterans by using their transferable military-related skills, high-growth, high-wage career training opportunities, supportive services that address behavioral and mental health needs, and opportunities to achieve their postsecondary educational goals. The structure presented for staff training and development will maximize collaboration between the partners and ensure seamless and transparent service delivery for the veteran/veteran-related customer.

**VEAP SFP  
NARRATIVE FORM**

STATE USE ONLY	Exhibit A
Subgrant Number	
Project Number	
Initial Plan	
Project Modification Date	Month/year

Organization Name: Orange County Workforce Investment Board

**Section I - Statement of Need**

1. Describe the geographical area the veterans' project will target. Include the economic and workforce conditions in the area and provide an estimate of the number of veterans. Describe the unmet need of the veterans in the area including the gaps in services. Include an explanation of how the unmet need was determined and what factors contributed to the unmet need. Provide supporting data and sources.

**Background and Geographical Area to be Served** - The Orange County Workforce Investment Board (OCWIB), in collaboration with the Pacific Gateway Workforce Investment Network (PGWIN) and California State University, Long Beach (CSULB) are proposing to serve recently separated and other veterans in the Los Angeles and Orange County areas of Southern California through a seamless system of workforce and education programs. With over two million veterans living in California (California Department of Veterans Affairs, Veterans Services Division), statistics reveal that the areas of Los Angeles and Orange County show the greatest need for targeted outreach efforts to veterans. The proposed **Orange County-Pacific Gateway Regional Veteran Services Collaborative (Collaborative)** will increase the availability of and will provide for better coordination of services to veterans recently separated from military duty and others who face military-related challenges to being economically self-sufficient.

Services will be delivered by the Collaborative in the targeted Los Angeles County cities of Long Beach, Signal Hill, Torrance, Lomita, Harbor City, San Pedro, Harbor/Gateway, Wilmington, Los Angeles, and other South Bay cities. Orange County service cities include Brea, Buena Park, Cypress, Fountain Valley, Fullerton, Garden Grove, Huntington Beach, La Habra, La Palma, Los Alamitos, Placentia, Rossmoor, Seal Beach, Stanton, Sunset Beach, Surfside, Westminster, Yorba Linda, El Modena, Anaheim-Independencia, Midway City, Aliso Viejo, Capistrano Beach, Corona Del Mar, Costa Mesa, Dana Point, Foothill Ranch, Irvine, Laguna Beach, Laguna Hills, Laguna Niguel, Lake Forest, Mission Viejo, Newport Beach, Newport Coast, Orange, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Silverado, Trabuco Canyon, Tustin, and Villa Park.

**Economic and Workforce Conditions** - According to the United States Department of Veteran's Affairs, Los Angeles County has the highest concentration of veterans at nearly 375,000. Orange County comes in third overall with nearly 150,000 (San Diego comes in second with nearly 245,000 veterans). With over 500,000 estimated veterans in the proposed service area, the Collaborative aims to serve 150 veterans - 100 who are recently separated in the last 48 months, and 50 others who fall into various key veteran categories.

Orange County has the second largest population (2.85 million) and workforce of all California. It is the fifth most populous county in the nation, ranks as the second most racially integrated metropolitan area, and is the nation's 12<sup>th</sup> largest export region (Census 2000). Orange County's progressiveness and cutting-edge innovations culminate in one of the most technologically advanced areas in the State. Los Angeles County covers more than 4,000 square miles and is

**VEAP SFP  
NARRATIVE FORM**

the most populous county in the nation, exceeding 10.3 million people. The County is home to more than 27% of California's 37.6 million residents. By the year 2020, California's Department of Finance estimates Los Angeles will grow to more than 11.2 million people (EDD/LMI).

Orange County is one of the most powerful and influential economic forces in the nation and in the world. As the 14th top-producing economy in the U.S., Orange County contributes billions of dollars to the nation's economy annually, and employs a massive 1.6 million member civilian workforce. According to the Employment Development Department (EDD) Labor Market Information Division's (LMID) Industry and Occupation Projection 2004-2014, Orange County's occupational outlook is estimated to reach a growth rate of 18%, with highest growth in construction, professional and business services, health care and social assistance, hospitality and tourism, and computer-related occupations.

Industry employment totals in Los Angeles County have increased by 65,600 since 2002, a gain of 1.6%. Several industries recorded employment growth, including leisure and hospitality; trade, transportation, and utilities; and educational and health services. Leisure and hospitality gained 33,300 jobs (9.4%), with growth concentrating in accommodation and food service, specifically the food services and drinking places component (up 10.4% or 26,300 jobs). Trade, transportation, and utilities employment added 31,400, with almost 80% of the new jobs in retail trade (up 25,000). Educational and health services posted growth of 6.9%, mostly in health care and social assistance (up 22,800). The only industries to record job loss over these years were: manufacturing (- 72,500 jobs); government (-17,500 jobs); and agriculture (-200 jobs).

Also according to Census 2000, 18.4% of residents were living at or below the poverty level in 1999 while the percentage of Long Beach residents living in poverty grew from 16.2% in 1990 to 24.1% in 2003 (compared to 13.4% for all of California). Consistent with the data on educational attainment, the percentage of individuals living in poverty is more pronounced in the North (24.1%), West (18.9%), and Central (35.8%) areas of Long Beach. In addition, 7.8% of residents 16 and older were unemployed.

According to occupational employment projections provided by EDD/LMI average annual employment for Los Angeles is projected to increase by more than 9.5% (437,400 jobs) between 2006 and 2016. In addition, an additional 102,164 will need to be filled annually due to the need for replacement workers, including aging baby boomers nearing retirement age. According to Census 2000, 391,315 individuals in the labor force were between the ages of 55 and 64 (9.1%).

**Unmet Needs and Gaps in Services** - While there are County veteran service offices in both Orange and Los Angeles counties, both areas lack basic resources and coordinated efforts to serve recently separated veterans or those with some level of physical or behavioral challenge. Several of the main factors contributing to this unmet need are the portability of services, resource boundaries, and lack of collaboration / comprehensive service delivery – each of which the Collaborative intends on addressing through the proposed program. Based on observations noted through the OCWIB 2007 VEAP project, the organization has seen the need for increase in both the level and intensity of service provision throughout the Southern California area. The Collaborative's proposed program is designed to specifically address the needs of veterans across a wider geographic area and by workforce partners, thus enriching the opportunities

**VEAP SFP  
NARRATIVE FORM**

available and further ensuring successful outcomes. This unmet need was determined by examining current programmatic outcomes and benchmarks achieved to date.

**2. Explain why the veterans' need cannot be addressed with existing resources through the local or regional service delivery infrastructure.**

The unique needs of recently separated veterans are affected by funding limitations and a lack of coordinated resources in Orange and Los Angeles Counties. In order to provide the highest level of training and education options to veterans across major portions of Southern California, additional collaboration and planning must occur. Currently, the proposed service area has very limited services dedicated to the veteran population in general and much less ability to handle the expected numbers to be separated from the military over the next three years. In addition, national training dollars available to target resources for veterans are extremely limited. As a result of changes in the GI Bill following September 11, 2001, veterans using their benefits to pay for educational costs will have reached their time limits for services, thus leaving many unable to pay for their senior year attending a postsecondary college or university.

**Section II - Target Group**

**1. Describe the characteristics of the veterans' target population that will be served by this proposal including barriers and basic and occupational skill needs. Complete and attach the Target Group Planning Chart (SFP Form 1). The description of the Target Population in Section A is completed for you (includes the five veterans' eligibility groups).**

The characteristics of the veteran target population to be served include a majority (67%) of those that are recently separated from active military duty within the last 48 months. With approximately 230,000 veterans separating from the United States Armed Services on a yearly basis, the proposed program will target service primarily to recently separated veterans in Orange and Los Angeles Counties. As shown in the attached Target Group Planning Chart, the Collaborative is also proposing to serve, in addition to those recently separated, individuals who fall into each category identified through this SFP. Second to those recent separators, the program will target those with disabilities and those with barriers to stable employment.

Recently separated veterans and those who fall into the other target groups entering or returning to the workforce are facing significant employment barriers, which may include limited education, training and occupational skills, and social barriers. According to the National Coalition for Homeless Veterans, the majority of homeless veterans are single, and most come from poor, disadvantaged communities. Forty-five percent suffer from mental illness and half have substance abuse problems. The Collaborative has identified unique partnerships to address two key and critical issues identified as characteristics – homelessness and behavioral health, the first through a partnership with the City of Long Beach's Housing Authority and the latter with the Veteran's Administration Hospital in Long Beach (with connected medical facilities in Santa Ana and Anaheim).

The characteristics and social barriers may present challenges to veterans in obtaining employment. For the veterans who have little or no civilian job history, the occupation skills needs may include basic skills such as literacy, numeracy, and computer skills; communication and interpersonal skills; conceptual skills including problem-solving and planning skills; and

**VEAP SFP  
NARRATIVE FORM**

importantly, the identification of military-related transferable skills using O\*NET (fully described in the next section). For veterans, such as Reservists and National Guard personnel who worked in civilian employment prior to being called to active duty, the occupational skills needs may include training for a new career path and assistance with upgrading skills to be competitive in the labor market. In addition, job search skills training, résumé writing, and interview techniques will also be needed by most enrolled veterans.

**2. Identify the outreach and recruitment methods that will be used to contact and recruit veterans. Demonstrate how these methods will enable you to reach the targeted veterans' population.**

Due to the fact that the Collaborative spans a large geographic area of Southern California and includes entities that work with veterans on an ongoing basis, the Collaborative believes that a majority of outreach and recruitment can be successfully conducted through traditional outreach and recruitment methods. The methods outlined below will allow the Collaborative to successfully reach the target veteran populations:

- CS Coordinated Marketing Campaign:** The OCWIB and Collaborative partners will initiate a Southern California marketing campaign designed to target recently-separated veterans, veterans with disabilities, veterans with employment barriers, and their spouses. The partners will conduct outreach to the Veterans Administration Hospital, social service agencies, and other popular veteran-serving community-based organizations and groups. Print and broadcast media will be used to promote this program with local employers and businesses to generate additional support in hiring veterans, especially those in high-growth, high wage career sector initiatives.
- CS Veterans Service Center at the Los Alamitos Joint Forces Training Base:** Outreach and recruitment will be conducted onsite as personnel from all branches of the military are processed through the Center. The Collaborative will coordinate staffing from partner organizations to provide orientations and be available to screen interested veterans and their spouses for program enrollment.
- CS Local Veterans Employment Representatives:** Representatives at the One-Stops will be involved in recruitment strategies and will maximize their contacts to ensure recently separated and other veterans receive information regarding the program.
- CS California State University, Long Beach – Veteran's University Program:** Outreach and recruitment will be conducted to secure 30 student veterans who are within their final year of completing their postsecondary degree in high-growth, high-wage majors/career pathways. Due to the exhausting of their post 9/11/01 GI Bill benefits, the Collaborative's program to serve this cohort is specifically tailored to incoming senior-level students to allow them the opportunity to finish their education with financial support and be placed in resulting employment before or upon graduation with their bachelor's degree.
- CS US Vets, Inc.:** US Vets, Inc., through their Villages at Cabrillo site in Long Beach, will provide outreach and recruitment support in-kind to the project. A veteran-focused partner on many projects, US Vets provides key services to veterans needing shelter, physical health services, behavioral/mental health services, and employment assistance. US Vets will provide

**VEAP SFP  
NARRATIVE FORM**

veterans in the Collaborative's target population with information about working with Collaborative partners according to their individualized needs and career interests.

3. Complete the chart below with planned total number of veterans served and planned recently separated veterans. Note: Up to three bonus points will be awarded to applicants that focus at least 50 percent of their services to recently separated veterans.

Planned Total Number Served	Planned Recently Separated	Percentage of Recently Separated to Total Number Served
150	100	67%

**Section III - Planned Approach**

1. Describe the service process that will be used to achieve the planned goals and objectives and include a service process flowchart. Describe the specific types of services and training that will enable veterans to attain, retain, or advance in demand occupations. Identify who will be providing the services/training.

**Proposed Service Process** – One-stop career centers and veteran-serving organizations will provide the key service delivery sites for all program components. These one-stop centers include the Career Transition Center, Center for Working Families, Harbor WorkSource Center, Torrance Career Center, Hollywood WorkSource Center, Westminster One-Stop, and Irvine One-Stop. Key veteran-serving organizations will include the Los Alamitos Joint Forces Training Base, Veteran's Affairs Hospital, CSULB's Veteran's University, and the State of California, Employment Development Department.

The Collaborative will deliver a seamless comprehensive service process for all enrolled and participating veterans in three phases outlined on the following flowchart. Although in most cases veterans will move through the proposed program in order of the activities outlined, some veterans who are job ready will move from Phase 1 to Phase 3, bypassing steps set aside for those in need. The proposed timeline of events is as follows:

	START DATE	END DATE
Year 1 – Program Year 2008-2009	January 1, 2009	December 31, 2010
Year 2 – Program Year 2009-2010	January 1, 2010	December 31, 2011
	<i>*Benchmarks Measured January 1, 2010</i>	

In order to ensure effective and efficient service delivery by all partnering agencies under the Collaborative umbrella, all involved staff will meet on a quarterly basis during the first half of Year 1 (1/1/09-12/31/09) for a Staff Exchange Retreat. These "retreats" will occur in half-day sessions and provide information and knowledge sharing, as well as opportunities to share best practices from Collaborative partners. After this time period, the Staff Exchanges will occur two times each year throughout the grant period with the last Exchange taking place to celebrate accomplishments, review outcomes obtained, and strategize future service delivery to the veteran population in Southern California.

**Phase 1 – Recruitment and Outreach** - In this key first phase, all entities and activities as outlined in Section II, #2 will begin. Once interested veterans are identified, the process for

**VEAP SFP  
NARRATIVE FORM**

eligibility determination will begin, and all appropriate documentation, including their DD214, will be obtained. Spouses interested in participating in the program will also be required to present their military spouse's DD214 to verify their eligibility and veteran-related status. Outreach and recruitment will include information about high-growth, high-wage sector initiatives offered by all Collaborative partners, information about using their military-related skills towards training initiatives, and connecting to VOS. At the Los Alamitos Joint Forces Training Base, the Collaborative will have the ability to recruit recently separated veterans who are just returning from active duty and reservists who have been separated in the past 48 months. Recently separated veterans will be provided information about the proposed program through the military's Transition Assistance Program (TAP).

Initial assessments and eligibility determinations will be conducted at the Training Base, participating One-Stop Centers, and CSULB. Initial assessments will include an intake interview in which education, training, employment, transferable skills, and supportive services goals are reviewed. Decisions on enrollment will be made based on the ability of the veteran to benefit from the program activities.

A unique feature of this proposed program is the use of O\*NET by all partners to identify skills that veterans gained during active duty that can apply to career decisions. Veterans who are interested and deemed ready for the program will complete an online O\*NET-based job skills assessment in the Virtual One-Stop (VOS) system. The system matches military education and job training with current civilian workplace needs through a crosswalk search of its comprehensive database of occupational skills, knowledge, and other occupational characteristics. The veterans may also choose to complete self-paced personal skills, interests, and work importance inventories in VOS. Comprehensive information on job accommodations (physical and psychiatric) that may involve modifying the work environment or adaptive equipment is also available through O\*NET online.

Case management is a critical component of the project needed to guide the veteran toward successful employment. The case manager will monitor the training program and/or worksite; assist the veteran in securing much needed supportive services, provide job search assistance and guidance, and act as a coach to ensure that the veterans remain motivated and focused on their employment goals. In order to create a seamless system of services for veterans, all partners will utilize the Pacific Gateway Learning Lab's VOS system for client case management. VOS is a comprehensive Internet-based system that tracks employer and jobseeker customer services and activities, matches business job orders with qualified candidate resumes and connects or 'spiders' the jobseekers to other web job search engines such as CaJOBS, Monster, Hot Jobs, educational institutions, corporate sites and recruiters. It contains a messaging center and event scheduler to help organize activities in the One-Stop Career Centers. Because it is an online tool, case management functions (such as case notes, WIA enrollment activities, and reporting) can be readily accessed by staff at myriad locations based upon prescribed individual user privileges set by the local administrator. VOS is a useful tool for staff to register, enroll, and track jobseekers in various programs and services to accomplish not only customer employment goals but meet or exceed specific program performance levels to help ensure future funding.



**VEAP SFP  
NARRATIVE FORM**

Phase 2 – Work Readiness – Case Managers will develop individual plans with participants that outline strategies that will lead to self-sufficiency. For the purposes of this project, an Individual Employment Plan (IEP) will be used to provide consistency in the information gathered and the activities recommended for all participants. The plans will identify basic needs (housing, transportation, food, clothing, mental health/substance abuse counseling); work history; disabilities, if any; previous education/training; occupation and career goals; transferable military skills, and income requirements to attain self-sufficiency. Information from the pre-assessment will be included in the plan and the participant can receive additional formal assessment services from WIA if appropriate. Using the information gathered, staff and the veteran will work collaboratively to develop a plan that will address the individual needs of the veteran and the steps to obtain and retain employment.

Veterans will have access to myriad employability and work readiness workshops that will include, but not be limited to: Resume Writing Techniques and Tips, ABC's of a Winning Employment Application, Job Interviewing Skills, Comprehensive Occupational Assessments, Financial Planning, Time Management and Values, Decision Making and Goal Setting, Job Search for Veterans, How To Use the Internet in Your Job Search, and Discover Your Valuable Transferable Skills.

Approximately 80 of the individuals enrolled in the program will participate in a training activity that connects to transferable skills acquired in the military and high-growth, high-wage occupational pathways. The IEP and training activity will be detailed in the IEP. Funds from this project are to provide occupational skills training, classroom training, on-the-job-training, on-site industry-specific training and customized training in demand occupations. There will be special emphasis on employer-based training to move the veteran quickly into the workplace while providing intensive monitoring and counseling support by both staff and the employer. Training such as remedial education, literacy and bilingual training, and institutional skills training. Please refer to #3 in this section for a full description of the training opportunities identified for this proposed program. Major sector initiatives provided by the partners include the following:

- |                                 |   |
|---------------------------------|---|
| ☞ Construction/ Building Trades | ☞ Transportation / Goods Movement / Logistics |
| ☞ Allied Healthcare/Nursing     | ☞ Public Administration and Management        |
| ☞ Law Enforcement               | ☞ Information Technology                      |
| ☞ Environmental Remediation     | ☞ Hospitality / Tourism                       |
| ☞ Utilities/Energy Production   |   |

Veterans will access these training opportunities through an array of community colleges and regional vocational training providers or through resources leveraged via numerous high-growth, high-wage sectoral initiatives developed by the participating WIBs with business and education representatives, which address critical workforce issues faced by the industry sectors noted above. As an example, the needs of the construction and building trades are being addressed through a partnership with union apprenticeship and area training providers.

In addition, postsecondary education for veterans is an important part of the proposed program. Veterans who are currently pursuing their Bachelors Degree at CSULB will be recruited for participation in the program. The CSULB's Veterans University is a recognized leader in the field of postsecondary education for veterans, providing students with the supportive services and

**VEAP SFP  
NARRATIVE FORM**

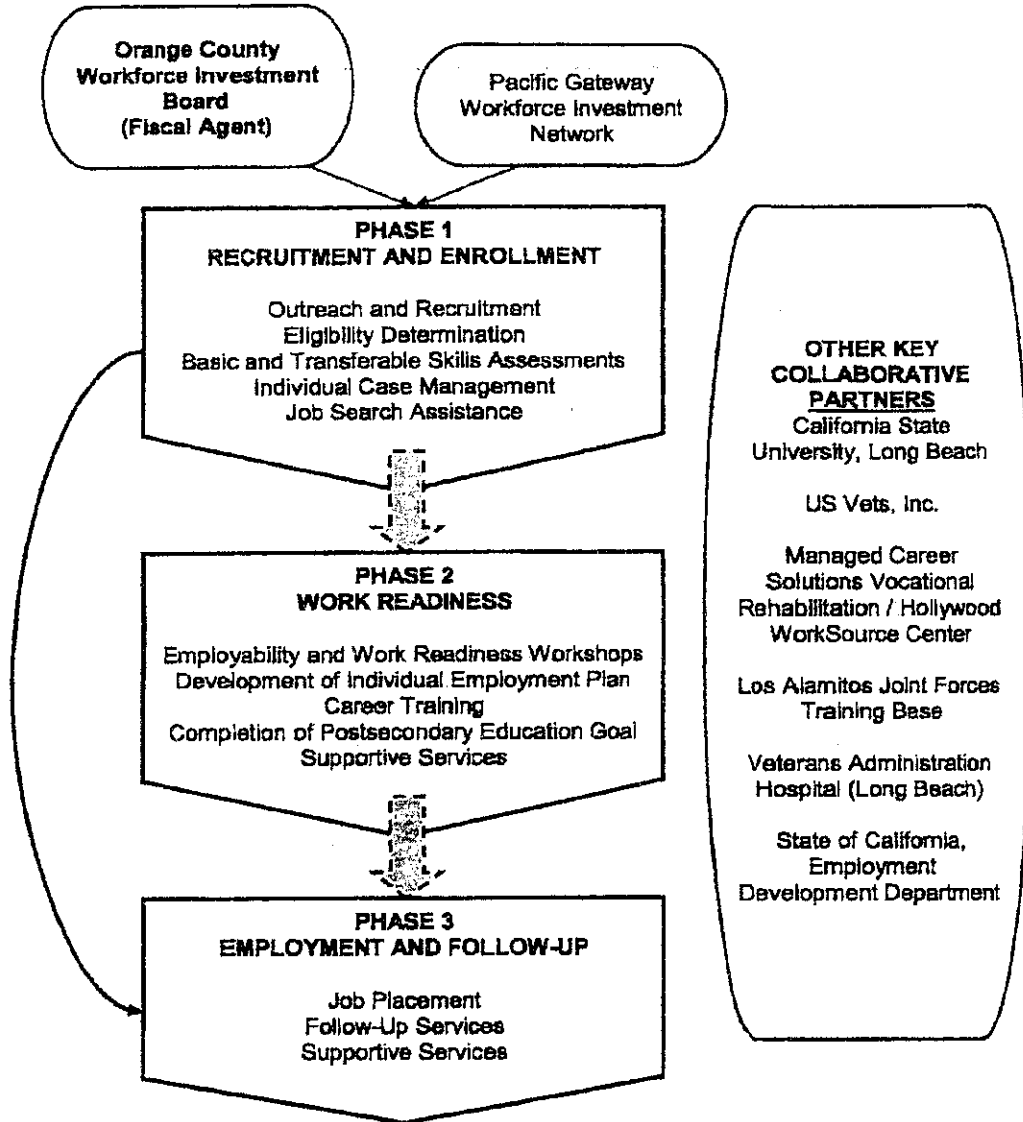
educational needs to effectively gain an educational degree and transition into civilian life with an economically sufficient plan. The Collaborative, in conjunction with Veterans University, will identify 30 veteran students who are currently in their junior year at CSULB and face elimination of tuition reimbursement through their GI Bill. Those students who have reached their 36-month timeframe for tuition reimbursement and have identified a high-growth, high-wage career track will be enrolled in the program. Beginning with the fall semester in 2009, students will take courses in the spring semester of 2010 and complete their degrees in May 2010.

All veterans will be eligible to receive supportive services. The Collaborative will work closely with the Veterans Administration Hospital in Long Beach to ensure that every veteran who requires physical and behavioral / mental health care receives the care he/she needs to be successful in the workplace. Partnerships are in place to address these supportive services and with the implementation of this Collaborative program, further policies and procedures will be established to better serve veterans participating in this new program. Other supportive services available to veterans include transportation assistance, work-related assistance (uniforms, fees, etc.), medical assistance, childcare, and housing assistance.

Building on this service strategy with the V. A., the Housing Authority has also joined the Collaborative. The Housing Authority has allocated 35 Section 8 housing vouchers to veterans participating in this program, which will be allocated by a dedicated case manager now in place at the V. A. Veterans who receive a housing voucher will be able to use them in other locations, providing they maintain ongoing services and care at the Veterans Hospital. Because the vouchers come with a portability provision from the US Department of Housing and Urban Development, veterans can choose to secure housing in Orange or Los Angeles County.

Phase 3 – Employment and Follow-Up - Staff will proactively outreach to the business community to specifically connect employer needs with recently separated and other veterans who have transferable or attained skills. Business Service team members at the One-Stop Centers will target employer outreach focused on the veteran's previous and/or newly acquired skills to locate employment opportunities that meet the needs of the veteran. Staff will provide follow-up services as needed that may include contact with the veteran and employer to ensure employment success. Veteran's staff from EDD has been a key partner in the Collaborative, and will also work closely with Collaborative staff to provide the additional job placement and follow-up services. Additionally, follow-up services will include, but are not limited to, providing on-going case management and supportive services as needed.

**VEAP SFP  
NARRATIVE FORM**



**VEAP SFP  
NARRATIVE FORM**

**2. Describe how your service plan will address the barriers of the veterans' population and transition them into employment and/or help them attain ongoing career advancement. Describe how transferable skills that the veterans obtained while serving in the military will be evaluated and used to enhance their employment opportunities in the area.**

The barriers that veterans may confront as they transition to civilian employment will be addressed through the IEP. The IEP is designed for each individual and the services provided may include, but are not limited to: occupational skills and career assessments; referrals for supportive services and transitional counseling; résumé writing and interviewing skills workshops; staff-assisted job search and referrals; and case management and individual one-on-one counseling.

Transferable skills will be determined by using the O\*NET online assessment process. The results of the assessments will be used by the case managers and veterans to determine the civilian jobs which match the skills acquired during their military experience by evaluating the occupation-related and terminology used in the military and finding the equivalent in civilian jobs. In addition, the objective assessments will provide additional educational requirements to provide more opportunities for employment and life-long learning. For those seeking completion of their education at CSULB, the veterans will be able to both demonstrate their transferable skills and more quickly complete their necessary degrees to become employed in a high-wage, high-demand occupations.

**3. Describe the demand occupations that will be used and the range of wages expected. Demonstrate how these selected occupations are locally in demand, have career growth potential, and will provide self-sufficiency wages. Provide data and sources.**

As noted above, veterans enrolled in this project will have the opportunity to participate in training leading to high-growth, high-wage occupational pathways. Veterans enrolled in this project will benefit from these training opportunities, the completion of their four-year degree at CSULB, or co-enrolled in myriad WIB-initiated industry sector initiatives. Over the past several years, both collaborating WIBs have developed significant sectoral strategies in partnership with business representatives to address workforce challenges in sectors vital to our regional economies. These sectors include construction, healthcare, energy/utilities, transportation/goods movement, production, information technology, law enforcement, and hospitality.

The following chart reflects occupational demand projections for Los Angeles and Orange County for the 10-year period through 2016 and average wages for entry-level and experienced workers. Each occupation listed provides earnings potential leading to self-sufficiency for experienced workers or are aligned with a career pathway that will.

Occupational Title	Increased Number of Jobs By 2016	Hourly Wage Range
Carpenters	3,720	17.15 and 29.30
Construction Laborers	5,390	11.88 and 20.81
Plumbers, Pipefitters and Steamfitters	1,580	14.23 and 27.36
Electricians	1,480	17.09 and 33.62
Painters, Construction and Maintenance	2,010	13.57 and 22.80

**VEAP SFP  
NARRATIVE FORM**

Occupational Title	Increased Number of Jobs By 2016	Hourly Wage Range
Electrical Power-Line Installers and Repairers *	300	14.00 and 34.00
Customer Service Representatives	19,490	12.21 and 19.52
Power Plant Operators, Distributors, and Dispatchers	70	25.31 and 41.97
Plumbers, Pipefitters and Steamfitters	1,580	14.23 and 27.36
Electricians	1,480	17.09 and 33.62
Labor and Freight, Stock, and Material Movers, Handlers	6,930	8.12 and 12.53
Truck Drivers, Heavy and Tractor-Trailer	5,570	15.17 and 21.05
Shipping, Receiving, and Traffic Clerks	3,410	10.05 and 16.55
Truck Drivers, Light or Delivery Services	4,970	9.79 and 16.82
Computer Software Engineers, Applications	7,420	33.40 and 52.73
Computer Systems Analysts	3,130	27.67 and 46.17
Network Systems and Data Communication Analysts	4,800	24.32 and 40.32
Computer Support Specialists	2,170	16.18 and 27.04
Computer Software Engineers, Systems Software	2,460	34.96 and 53.78
Security Guards	11,470	8.98 to 12.74
Correctional Officers and Jailers	470	33.63 to 42.81
Police and Sheriff's Patrol Officers	1,000	23.08 to 26.19**
Registered Nurses	18,320	31.11 and 41.26
Nurse Aides, orderlies, Attendants	7,440	8.49 and 12.83
Medical Assistants	8,380	12.10 and 18.80
Dental Assistants	6,200	10.84 and 17.89
Licensed Practical/Licensed Vocation Nurses	2,930	16.84 and 23.98
Machinists	370	12.72 and 21.66
First-Line Supervisors & Managers of Retail Workers	7,100	13.89 and 22.38
First-Line Supervisors & Mgrs of Food Prep. and Serv. Workers	3,950	9.80 and 15.87
Accountants and Auditors	8,790	21.35 and 37.62
Bookkeeping, Accounting, and Auditing Clerks	9,210	13.44 and 20.75
Tellers	8,090	10.49 and 14.01
Financial Managers	2,200	36.74 and 65.68
Billing and Account Collectors	2,770	13.39 and 19.99

Data Source: EDD/LMI except where note

\* Local data not available due to confidentiality provisions. National Data provided via Career Voyages and Bureau of Labor Statistics.

\*\* Local data not available due to confidentiality provisions. Entry-level wage as provided per Los Angeles Police and Sheriff's Department

**4. Describe how your service plan will be able to achieve the goals and objectives of the project in a timely manner. Complete and attach the Project Work Plan (SFP Form 2) that includes project objectives/activities and timelines.**

The Collaborative program will be initiated as soon as funding is determined, with the anticipated start date of January 1, 2009. Contracts are being prepared and pre-approved to begin upon notification of award. Throughout the course of the program, the objectives, which have been

**VEAP SFP  
NARRATIVE FORM**

delineated in SFP Form 2, will be reviewed on a monthly basis to make certain of their attainment. Regular meetings, or Staff Exchanges, with all partners will be held to discuss successes and difficulties, as well as ensure that the program meets all timelines and outcomes. All partners will work towards the following project goals: 1) continue the successful collaboration on the Base at Los Alamitos through onsite case management; 2) conduct outreach recruitment activities that target recently-separated and other key veteran populations from all branches of the military to ensure veterans are well informed of the One-Stop services that are available to them; 3) provide employment and training services in high-growth, high-wage occupations to meet the career transition needs of recently-separated veterans; and 4) ensure successful employment transition of veterans into non-military sector employment including follow-up and retention.

**Section IV – Integration of 15 and 25 Percent Funds**

*Describe in detail how your program will integrate both WIA 15 and 25 Percent funds for a viable veterans' program. Explain what steps will be taken to ensure equal use of both funding sources. If your organization is other than a Local Workforce Investment Area (LWIA), a letter of support from the affected LWIA must accompany your proposal.*

All veterans enrolled under this project will be determined eligible under 25% eligibility criteria. This will enable all enrollments to be co-enrolled under both 15% and 25% grant funds. This will allow all costs to be evenly divided between the two funding streams and reported through the State's JTA system.

**Section V - Goal and Objectives**

<b>1. Enrollment and Cost Matrix</b>			
<b>Part 1a - Participant Information</b>	<b>Funding Cycle One (18-24 months)</b>	<b>Funding Cycle Two (18-24 months)</b>	<b>Total</b>
<b>A. Total planned enrollments:</b>	80	70	150
<b>B. Total planned entered employments:</b>	42	63	105
<b>C. Total planned retained employments:</b>	47	32	79
<b>D. Total planned trainees:</b>	45	35	80

<b>Part 1b - Cost Information</b>		
<b>(A)</b>	<b>(B) Costs calculated using only amount requested in this proposal</b>	<b>(C) Costs calculated using all resources available to the project</b>
<b>A. Cost per participant</b>	\$6,667	\$12,987
<b>B. Cost per entered employment</b>	\$9,524	\$18,553
<b>C. Cost per retained employment</b>	\$12,658	\$24,659
<b>D. Cost per trainee</b>	\$12,500	\$24,351

**VEAP SFP  
NARRATIVE FORM**

**2. Performance Goals Matrix—Complete the Performance Goals Matrix for the applicable veterans' population that the proposal will serve. See SFP Instructions Section 8D for the State WIA performance goals.**

Performance Goals Matrix	Planned Adult Goals	Planned Dislocated Worker Goals
A. Entered Employment Rate	N/A	72%
B. Retention Rate	N/A	78%
C. Average Earnings	N/A	\$15,800

**3. Provide an explanation if planned project goals are different than the State WIA performance goals.**

The entered employment and retention rates for the project differ slightly from the State performance goals because they have been adjusted to account for the target population. Recently separated veterans who have been to war traditionally are one of the hardest to serve populations because they experience significant barriers to employment and unique physical, emotional, and cognitive challenges re-entering into civilian community, employment, and life.

**4a. Complete Section B of the Target Group Planning Chart (SFP Form 1), summarizing your planned outcomes/benefits for each target group identified. Provide a brief description on the chart of the expected outcomes/benefits that are relevant to the success or impact of the project. The target group may have more than one outcome. Outcomes/benefits can be described in terms of skills attained, degrees, licenses or certificates attained, wage gains, entered employments, etc. Outcomes/benefits must be clearly described, relevant to the project, reasonable and measurable.**

**cs Orientation and Assessment** - Outreach and recruitment will be conducted to veterans at all partner agencies. Recently separated and other veterans will benefit by having information relating to the services available through the One-Stop System and contacts for Collaborative partners in their local area. Information will include available work readiness opportunities, educational benefits, training initiatives, and supportive services. As a result of various assessment tools, recently-separated veterans will have more of an awareness of their skills and aptitudes and will be more knowledgeable about the types of career opportunities that will suit them. All partner staff will use O\*NET to assist with the determination of transferable skills gained while serving in the military.

**cs Job Search Assistance** - The project will place veterans into meaningful and gainful employment that allows the veteran to become self-sufficient. Targeted employer outreach will focus on the veterans' previous and/or newly acquired skills to locate employment opportunities that meet their needs. Staff will contact employers, coach the veterans in a pre-interview, follow-up with the employers and debrief the veterans.

**cs Employability and Work Readiness Workshops** - Workshops will be provided to 70 veterans that focus on employability and work readiness.

**cs Case Management and Individual Employment Plan** - The recently separated and other veterans will benefit by having a career plan that will help them organize their time and supportive services that are available to them so they can target the resources available towards a career that will give them the growth and development they need.

**VEAP SFP  
NARRATIVE FORM**

- cs Career Training through High-Growth, High-Wage Sector Initiatives - Through the IEP, the recently-separated veterans will be able to identify skill gaps that can be bridged through training. Various options for training will be explored so an informed choice can be made that will ultimately lead toward attainment of a diploma or credential, job placement and successful job retention.
- cs Completion of Postsecondary Educational Goals / Obtaining of a Bachelor's Degree - Staff will monitor the academic pathway of each veteran enrolled at CSULB to ensure that he/she is on track to complete his/her degree by May 2010 with expected graduation and job placement to follow.
- cs Job Placement and Follow-Up Services - Staff will monitor the success of each placement to ensure that the veterans retain their jobs. Post placement support will be made available to help provide stability.

**4b. Describe how the expected outcome/benefits described in the Target Group Planning Chart will be measured and provide any further clarification to demonstrate their effectiveness.**

- cs Orientation and Assessment (150) - Pre and Post Surveys, Assessment Tools, O\*NET Assessment Analysis
- cs Case Management (150) - Case Notes, Individual Employment Plan
- cs Job Search Assistance (150) - Job Search Assistance Logs, Resume
- cs Employability and Work Readiness Workshops (70) - Attendance Logs, Resume
- cs Individual Employment Plan (150) - IEP Document
- cs Career Training through High-Growth, High-Wage Sector Initiatives (80) - Attendance Logs, Resume, Training Information, Attainment of Certificates/Credentials
- cs Completion of Postsecondary Educational Goals / Obtaining of a Bachelor's Degree (30) - Academic Transcripts, Academic Advising Forms, Diploma
- cs Supportive Services (150) - Supportive Service Information on IEP
- cs Job Placement (105) - Employer Verification and EDD Records

**Section VI - Local Collaboration**

**Part A - Local Workforce Investment Area (LWIA) administrative entities only:**

**1. Describe how the LWIA has successfully formed effective partnerships with local community based organizations, military institutions, employers, education and other veterans representatives in the community. Provide descriptions of any formal or informal agreements that exist with the partners.**

The OCWIB has consistently taken the lead in bringing partners together. Partnership occurs at every level in service delivery and is pivotal in ensuring that quality services are provided to customers and that existing resources are leveraged and maximized.

Joint Forces Training Base at Los Alamitos - The OCWIB has solid onsite commitments from the Base. Orange County One-Stop staff has facilitated a great working relationship with the Base Commander and has secured facilities on the Base to be able to provide services onsite. The numbers of recently-separated veterans coming through the Base as reservists is projected to continue to grow, according to base personnel. The Brigadier General has identified the



**VEAP SFP  
NARRATIVE FORM**

services as offered through the One-Stop system as being pivotal in helping veterans transition into civilian life.

**Veterans** – Each of Orange County's One-Stop Centers has EDD and veteran's staff as co-located, on site partners. Staff has extensive experience in locating and contacting organizations that provide services tailored to the veteran's needs. Each of these providers will act as both a source of referrals and a service delivery point for the veterans. The County of Orange Veterans Services Office provides referral services to all veterans and assists customers in accessing all available services. Strong linkages with this group will provide additional assurance that the veterans enrolled in the project will receive all benefits that they are eligible to receive from other sources.

**Employers** – The Orange County One-Stop System recognizes the importance of connecting with the business community and how it results in better identification of the skill sets in which potential employers are looking so that job seekers can be trained in the areas that will meet the businesses' need. This connection is accomplished through the establishment of Business Service Centers that are dedicated to meet the needs of business customers. Business Service's staff works closely with the area's local military installations to maximize our veteran's placements into unsubsidized employment.

**Education Community** – The education community is uniquely integrated into every level of Orange County's One-Stop System since Coast Community College District is the competitively procured One-Stop provider of services. Additionally, the local Regional Occupational Programs, other community colleges and universities provide training and educational opportunities for the participants going through the One-Stop system.

**Community-Based Organizations (CBOs) and Faith-Based Organizations (FBOs)** – CBOs and FBOs are connected with the Orange County One-Stop System in a variety of ways. Many partnerships initially began at the cross-referral level and have progressed to the development of coordinated service delivery strategies. Due to the variation in veteran's issues and needs, it is critical to have relationships with multiple agencies to insure that proper referrals can be made.

**Regional Workforce Investment Board Collaboration** – The OCWIB and its neighboring Pacific Gateway Workforce Investment Network, and key partner under the Collaborative, have partnered to provide hands-on training in preparation for many in-demand trades in the construction industry. Pacific Gateway has taken a similar approach to the OCWIB in convening robust partnerships in its communities, including business support organizations in the City of Los Angeles.

**2. Demonstrate how these organizations will complement the services provided by the LWIA under this proposal.**

It is anticipated that recently separated and veterans participating in the proposed Collaborative program will have a variety of barriers to employment and will need an array of services to prepare them for re-entering employment. Case management plays a distinctive role in the employment and training strategies that will be developed for each of the participants. Case managers will facilitate the resource referrals, training, and education components, job placement and follow-up services so that both job placement and retention can occur.

**VEAP SFP  
NARRATIVE FORM**

The philosophic approach is to give each veteran all of the tools that are necessary to become self-sufficient. With the case manager coordinating the IEP, other partners will be brought in to provide the ancillary services that are needed to ensure the each veteran has a positive and successful outcome in this program.

Through both participating one-stop systems, partner agencies provide various services to customers including, but not limited to, access to housing, transportation, child care, and community resources such as food, emergency funds, utilities and clothing. Many recently separated veterans may also have alcohol and substance abuse issues that need to be addressed prior to employment. Likewise, the veteran may have behavioral issues such as anger, depression, anxiety, low self-esteem, and post traumatic stress disorder (PTSD). These issues need to be resolved if the veteran is to be successful in obtaining and retaining employment.

The community-based organizations, faith-based organizations, and governmental agencies described above will provide all of the services that will be needed for the recently separated and other veterans in this program. The program will rely on the active collaboration of public and non-profit organizations to augment the training and educational components that will provide the foundation for re-entry into the workforce. These collaborations will maximize the effectiveness of the program in assisting participating veterans. Furthermore, the Collaborative efforts in the community will continue to produce new partnerships, which will further strengthen our One-Stop System in the years ahead.

**3. Complete and attach the Partner Roles and Responsibilities Chart (SFP Form 3) identifying the local partnerships that will be used to coordinate and provide services under this proposal. In Column B of the chart, describe each partner's roles and responsibilities.**

Please see SFP Form 3 for information on partner roles and responsibilities.

**Part B - Non-LWIAs only:**

**1. Describe how your organization has successfully established linkages with the LWIA. Include any actions you have taken to collaborate with the LWIA and any formal or informal agreements that are in place. Attach a letter of support from the LWIA.**

Not Applicable

**2. Describe the roles and responsibilities that the LWIA will perform in conjunction with this proposal.**

Not Applicable

**3. Complete and attach the Partner Roles and Responsibilities Chart (SFP Form 3) identifying the other local partnerships. Include LWIAs, local community based organizations, military institutions, employers, education and other veterans representatives in the community that will be used to coordinate and provide services under this proposal. Describe each partner's roles and responsibilities.**

Not Applicable

**VEAP SFP  
NARRATIVE FORM**

**Section VII – Resource Utilization**

**1a. Complete the Resource Utilization Chart below identifying the cash and in-kind resources that will be used as match to support activities or expand and sustain the proposed project. Provide any further explanation in the Resource Utilization Chart Narrative (1b) below the chart.**

<b><u>Resource Utilization Chart</u></b> Name of Provider	Description of Fund Source	Type of resource (in-kind or cash)	Amount	Commitment Letter Attached to Proposal
Coastline Community College	WIA and Other Public	In-Kind	\$ 83,100	<input checked="" type="checkbox"/>
Pacific Gateway Workforce Investment Network	WIA and Other Public	In-Kind	\$191,692	<input checked="" type="checkbox"/>
California State University, Long Beach, Veteran's University	State CSU Chancellor	In-Kind	\$192,000	<input checked="" type="checkbox"/>
Managed Career Solutions	WIA and Other Public	In-Kind	\$ 50,000	<input checked="" type="checkbox"/>
US Vets, Inc.	Federal and Other Public	In-Kind	\$100,000	<input checked="" type="checkbox"/>
City of Long Beach, Housing Authority	VASH Program	In-Kind	\$331,380	<input checked="" type="checkbox"/>
<b>Total Match</b>			<b>\$948,172</b>	
<b>Percent of match to total requested amount</b>			<b>95%</b>	

VEAP SFP  
NARRATIVE FORM

**1b. Resource Utilization Chart Narrative:**

With 95% in in-kind matching funds from committed partners, the Collaborative's strength is in the relationships that have already been forged and are ready to be deployed to meet the needs of recently separated veterans.

Coastline Community College – Coastline will commit training slots in existing sector initiatives as well as staffing salaries for the purposes of outreach and recruitment.

Pacific Gateway Workforce Investment Network - The Network is reserving slots for the target population to participate in existing career sector initiatives and will also provide operating expenses in-kind to the proposed program.

California State University, Long Beach – CSULB will provide in-kind staffing, academic advising to veterans, and evaluation assistance to the program. They will work in conjunction with local One-Stop Centers to provide a seamless system of services to veterans.

Managed Career Solutions – MCS / Hollywood WorkSource Center will provide 20 slots in any of their high-growth, high-wage career sector initiatives for interested veterans.

US Vets, Inc. – US Vets will provide outreach and recruitment to recently separated and other veterans who seek services at their Villages at Cabrillo site in Long Beach. Information will also be provided throughout their network of sites including their main headquarters in Inglewood.

City of Long Beach, Housing Authority – The City's Housing Authority is setting aside 35 "portable" Veterans Administration Supportive Housing vouchers. These vouchers will be provided in-kind and can be used by any veteran throughout the region.

**2. Describe how each provider identified in the Resource Utilization Chart above will contribute to the goals of the project, ensure non-duplication of services and provide future sustainability.**

Each of the Collaborative partners identified in the Resource Utilization Chart will contribute to the goals of the project, ensure non-duplication of services and provide future sustainability of the proposed program. The long-range retention strategies for sustaining the program beyond the end of these grant funds are as follows:

- Creation of workshops pertinent to working with veterans that can be used throughout the One-Stop System and offered at a regional level using a "train the trainer" concept.
- Incorporation of fund diversification strategies to increase sustainable fund availability to serve veterans.
- Categorization of resources pertaining to veterans that will be used by One-Stop Center staff who can update with additional resources as they are available.
- Linkages between WIA and the Los Alamitos Base will be maintained after the grant period at the on-base Veterans Service Center.
- The success of the program in Orange and Los Angeles Counties and the lessons learned derived from post-program evaluations can be used as a pilot for other counties and possibly influence on-Base accessibility for other LWIAs and partners in the future.

**VEAP SFP  
NARRATIVE FORM**

**3. Describe any direct grants you have received within the past four years from the Department of Labor or through a State WIA 15-Percent grant. Describe any connection those grants will have with this proposal.**

The OCWIB has received several direct grants in the past four years from the Department of Labor and the State of California. Through our Disability Program Navigator, the One-Stop Center will refer veterans with disabilities to social services programs.

Grant awards include the following:

Grant	Amount
National Emergency Grant – Mortgage Industry	\$645,000
Dislocated Worker Mortgage Industry	\$1,000,000
VEAP (2007)	\$500,000
Disability Program Navigator Grant	\$40,000
Recently Separated Veterans Grant	\$400,000
National Emergency Grant – Fire	\$1,500,287
President's High Growth Initiative (HGI)	\$1,000,000
BRAC 2005 National Emergency Grant Funds	\$50,000
WIA – Governor's 15% Grant	\$800,000
National Emergency Grant – Storm	\$630,273
Rapid Response – Discretionary Funding – Part II.	\$250,000
Employment of People with Disabilities	\$75,000
Disability Program Navigator Grant	\$57,291

**Section VIII - Statement of Capabilities**

**1. Describe your organization's capability to conduct and administer a federally funded project including your ability to collect and report financial and participant performance data as required. Provide examples of past or present experience in managing projects similar to this proposal.**

The OCWIB has extensive experience in managing employment and training programs for individuals with significant barriers to employment. The County of Orange in partnership with the OCWIB has a history of over 20 years of successfully operating employment and training programs. During the past four years, OCWIB has administered more than \$76 million in State, federal and specialized grant funded programs. As part of the employment and training programs, the OCWIB collects and reports financial data of partners and subcontractors, applying GAAP procedures. The OCWIB also collects and reports participant performance data through the State of California Job Training Automation (JTA) System. The OCWIB is currently administering the Recently Separated Veterans Project, awarded in 2007. The OCWIB collects participant performance data from partners and provides reports to the granting agency. The financial data is collected monthly from partners and is reported to the granting agency. Financial, program and performance monitoring are conducted on an ongoing basis.

**2. Describe your organization's infrastructure including proposed staffing for this project that demonstrates your ability to achieve the project goals.**

OCWIB staff is trained in contract development and administration as well as program design

**VEAP SFP  
NARRATIVE FORM**

and implementation. Staff dedicated to this project has direct experience working with the veteran population as well as experience running programs to assist veterans. Staff has vast expertise in managing the JTA system. Staff understands the connection between program design and positive outcomes to maximize performance under this Collaborative grant application.

- ☞ Administrative Manager: .22 FTE for contract and program administration
- ☞ MIS/JTA support: .20 FTE for required JTA system computer input and report

**Section IX – Budget Summary**

*Complete and attach the Budget Summary Plan (SFP Form 4). Provide a detailed justification below for all line items contained in the Budget Summary Plan. Explanations should include how the proposed costs are necessary and reasonable in terms of benefits to participants.*

Of the \$1,000,000 total requested:

- ☞ \$378,000 is for training services through Individual Training Accounts and CSULB for at least 52 participants.
- ☞ \$497,000 is for direct client services including, but not limited to intensive case management, recruitment, assessment, placement, supportive services, and follow-up services.
- ☞ \$25,000 for supportive services.

Of the in-kind contributions:

- ☞ \$191,692- PGWIN for 30 slots at \$2,744 each (total \$82,320) in existing sector initiatives, and \$109,732 for operations and personnel costs related to the outreach and coordination of services for veterans.
- ☞ \$192,000 – CSULB for personnel salaries for Program Management (50%); Program Coordination (50%); Academic Advising (50%), and Program Evaluation (40%).
- ☞ \$50,000 – Managed Career Solutions (Hollywood WorkSource) for 20 slots at \$2,500 each in existing sector initiatives.
- ☞ \$100,000 – US Vets for personnel and related costs for outreach and coordination of services for veterans.
- ☞ \$83,100 – Coastline Community College for 10 training initiative slots at \$65,000 each and the remaining \$18,100 for outreach and coordination of veteran services (total \$83,100).
- ☞ \$331,380 – City of Long Beach, Housing Authority commits 35 veteran housing vouchers through the VASH Program.

*Complete the cumulative plan below for expenditures and cash/in-kind match.*

	<i>Period Ending JUN 2009</i>	<i>Period Ending DEC 2009</i>	<i>Period Ending JUN 2010</i>	<i>Period Ending DEC 2010</i>	<i>Period Ending JUN 2011</i>	<i>Period Ending DEC 2011</i>
<i>Expenditures</i>	225,000	470,000	625,000	785,000	925,000	\$1,000,000
<i>Match Funds</i>	202,089	422,141	561,358	705,065	830,809	\$948,172

**VEAP SFP  
TARGET GROUP PLANNING CHART**

<b>STATE USE ONLY</b>	<b>Exhibit H</b>
Subgrant Number:	
Project Number:	
Initial Plan	
Project Modification Date	Month/Year

Organization Name: Orange County Workforce Investment Board

A. Target Population to be Served		B. Expected Outcomes/Benefits
Descriptions of Target Population	Estimated number to be served	Description of Outcome/Benefit and Estimated Number of Clients Benefitting
Veterans with service-connected disabilities	15/150	<ul style="list-style-type: none"> <li>☒ Orientation and Assessment (150)</li> <li>☒ Case Management (150)</li> <li>☒ Job Search Assistance (150)</li> </ul>
Veterans who have significant barriers to employment	15/150	<ul style="list-style-type: none"> <li>☒ Employability and Work Readiness Workshops (70)</li> <li>☒ Individual Employment Plan (150)</li> </ul>
Veterans who served on active duty in the armed forces during a war or in a campaign or expedition for which a campaign badge has been authorized	10/150	<ul style="list-style-type: none"> <li>☒ Career Training through High-Growth, High-Wage Sector Initiatives (80)</li> <li>☒ Completion of Postsecondary Educational Goals / Obtaining of a Bachelor's Degree (30)</li> <li>☒ Supportive Services (150)</li> <li>☒ Job Placement (105)</li> </ul>
Recently separated veterans within 48 months of discharge (under conditions other than dishonorable)	100/150 (67%)	<ul style="list-style-type: none"> <li>☒ Follow-Up Services (105)</li> <li>☒ Section 8 Veteran's Housing Vouchers (35)</li> </ul>
Eligible Spouses as defined in the Jobs for Veterans' Act, PL 107-288.	10/150	

**VEAP SFP  
PROJECT WORK PLAN**

<b>STATE USE ONLY</b>	<b>Exhibit I</b>
Subgrant Number:	
Project Number:	
Initial Plan:	
Project Modification Date:	Month/year

**Organization Name:** Orange County Workforce Investment Board

<b>Objectives/Activities</b>	<b>Estimated Dates</b>
<ul style="list-style-type: none"> <li>Conduct outreach and recruitment activities at all Collaborative sites for recently separated and other veteran participants.</li> </ul>	January 2009 – Ongoing
<ul style="list-style-type: none"> <li>Convene Staff Exchange with all staff of partnering agencies.</li> </ul>	2009 – February, April, July, October 2010 – January, July 2011 – January, July, December
<ul style="list-style-type: none"> <li>Conduct eligibility determination and assessment of veterans which includes basic and transferable skills.</li> </ul>	February 2009 – Ongoing
<ul style="list-style-type: none"> <li>Begin individualized case management and establish the Individual Employment Plan with each veteran. Review supportive service needs.</li> </ul>	March 2009 – Ongoing
<ul style="list-style-type: none"> <li>Provide job search assistance to veterans who are ready for employment.</li> </ul>	March 2009 – Ongoing
<ul style="list-style-type: none"> <li>Provide employability and work readiness workshops.</li> </ul>	March 2009 – Ongoing
<ul style="list-style-type: none"> <li>Provide high-growth, high-wage career training in sector initiatives.</li> </ul>	April 2009 – Ongoing
<ul style="list-style-type: none"> <li>Begin recruitment and outreach for CSULB veterans program.</li> </ul>	May 2009 – August 2009
<ul style="list-style-type: none"> <li>CSULB students complete first semester enrolled in the program.</li> </ul>	September 2009 – December 2009
<ul style="list-style-type: none"> <li>CSULB students complete second semester enrolled in the program and graduate with Bachelor's degree.</li> </ul>	January 2010 – May 2010
<ul style="list-style-type: none"> <li>CSULB students graduate with degree and begin job search activities.</li> </ul>	June 2010 – August 2010
<ul style="list-style-type: none"> <li>Review and provide supportive services as appropriate.</li> </ul>	February 2009 – Ongoing
<ul style="list-style-type: none"> <li>Provide job placement services to veterans and work with employers to cultivate employment opportunities.</li> </ul>	April 2009 – Ongoing
<ul style="list-style-type: none"> <li>After customer obtains a job, provide post-employment services to ensure employment retention.</li> </ul>	May 2009 – Ongoing



**VEAP SFP  
PARTNER ROLES AND RESPONSIBILITIES CHART**

<b>STATE USE ONLY</b>	<b>Exhibit J</b>
Subgrant Number:	
Project Number:	
Initial Plan	
Project Modification Date	Month/year

<b>Organization Name</b>	<b>Orange County Workforce Investment Board</b>	
<b>Organizational Type</b>	<b>Name of Partner</b>	<b>Partner Role and Responsibilities</b>
Local Workforce Investment Boards	Pacific Gateway Workforce Investment Board	Outreach, Recruitment, Eligibility, Assessment, Case Management, Training, Supportive Services, Job Placement, Follow-Up
	Coastline Community College (OCWIB One-Stop)	Outreach, Recruitment, Eligibility, Assessment, Case Management, Training, Supportive Services, Job Placement, Follow-Up
Employers	Port of Los Angeles	Transportation/Goods Movement Training Initiative
	Long Beach Memorial Medical Center	Healthcare Training Initiative
	Los Angeles Police Department and Los Angeles County Sheriffs Department	Law Enforcement Training Initiative
	CRST Trucking	Transportation / Goods Movement Training Initiative
Community Based Organizations/Faith Based Organizations	US Vets, Inc.	Outreach, Recruitment, Referral to Program Providers, Supportive Services for Eligible Veterans
	Hollywood WorkSource Center / Managed Career Solutions	Outreach, Recruitment, Referral to Program Providers, Accessibility to High-Growth, High-Wage Career Training Pathways
Educational Institutions	California State University, Long Beach, Veterans University	Outreach, Recruitment, Referral to Program Providers, Academic Advising, Evaluation Assistance, Completion of Educational Degree Goals
Military Institutions	Los Alamitos Joint Forces Training Base	Outreach, Recruitment, Eligibility, Assessment, Case Management, Referrals for Training and Education, Supportive Services, Job Placement, Follow-Up
Other Veteran Representatives	State of California, Employment Development Department	Outreach, Recruitment, Referral to Program Providers for Services, Collaboration with Veteran Representative Staff
Other: <u>Medical Facilities</u>	Veterans Administration Hospital (Long Beach)	Physical and Behavioral / Mental Health Services
Other: <u>Housing Services</u>	City of Long Beach, Housing Authority	Veterans Administration Supported Housing Program Vouchers (35) Portable Throughout Region

**VEAP SFP  
BUDGET SUMMARY PLAN**

STATE USE ONLY	Exhibit F
Subgrant Number:	
Project Number:	
Initial Plan	
Project Modification Date	month/year

Budget Detail	Planned Budget									
	A	B	C	D	E	F	G	H	I	J
	WIA 25 Percent PY 08/09	WIA 25 Percent PY 09/10	Total WIA 25 Percent	WIA 16 Percent 08/09	WIA 16 Percent 09/10	Total WIA 16 Percent	Cash/Inkind Match 08/09	Cash/Inkind Match 08/10	Total Cash/Inkind Match	Grand Total
A. Staff Salaries	\$9,981	\$9,981	\$19,962	\$9,981	\$9,981	\$19,962			\$0	\$39,924
B. Number of full-time equivalents: .42										
C. Staff Benefits	\$4,133	\$4,133	\$8,266	\$4,133	\$4,133	\$8,266			\$0	\$16,532
D. Staff Benefit Rate (percent) 40%										
E. Staff Travel			\$0			\$0			\$0	\$0
F. Operating Expenses (communications, facilities, utilities, maintenance, consumable supplies, audit, etc.)			\$0			\$0				\$0
G. Furniture and Equipment			\$0			\$0			\$0	\$0
1. Small Purchase (unit cost is less than \$5,000 such as computers, desks etc.)			\$0			\$0			\$0	\$0
2. Equipment Purchase (unit cost is more than \$5,000 and useful life is more than one year.) Complete Supplemental Budget Form			\$0			\$0			\$0	\$0
3. Lease			\$0			\$0			\$0	\$0
H. Consumable Testing and Instructional Materials			\$0			\$0			\$0	\$0
I. Tuition Payments/Vouchers	\$31,250	\$31,250	\$62,500	\$31,250	\$31,250	\$62,500			\$0	\$125,000
J. On-the-Job Training			\$0			\$0			\$0	\$0
K. Participant Wages and Fringe Benefits			\$0			\$0			\$0	\$0
L. Participant Support Services	\$6,250	\$6,250	\$12,500	\$6,250	\$6,250	\$12,500			\$0	\$25,000
M. Job Retention Services			\$0			\$0			\$0	\$0
N. Contractual Services (Complete Supplemental Budget Form)	\$173,388	\$173,388	\$346,772	\$173,388	\$173,388	\$346,772	\$474,086	\$474,086	\$948,172	\$1,841,716
O. Indirect Costs*(complete items 1 and 2 below)			\$0			\$0			\$0	\$0
P. Other (describe):			\$0			\$0			\$0	\$0
Q. Total Funding	\$225,000	\$225,000	\$450,000	\$225,000	\$225,000	\$450,000			\$948,172	\$1,848,172

Total Request: \$1,000,000  
Administration: \$100,000  
Program: \$800,000

\*Indirect Costs

1. Indirect Cost Rate (percent)	
2. Name of Cognizant Agency:	

ATTACHMENT  
PAGE 89 OF 100 PAGES

**VEAP SFP  
SUPPLEMENTAL BUDGET FORM**

<b>STATE USE ONLY</b>	<b>Exhibit G</b>
Subgrant Number:	
Project Number:	
Initial Plan	
Project Modification Date	Month/Year

**Organization Name:** Orange County Workforce Investment Board

<b>I. Equipment</b>				
<b>Equipment Item Description*</b>	<b>Quantity</b>	<b>Total Cost</b>	<b>Percent Charged to Project</b>	<b>Total Cost Charged to Project</b>
N/A				

\*List equipment items having a useful life of more than one year with a unit acquisition cost of \$5,000 or more being charged to this project. In accordance with WIA Directive WIAD03-9, all equipment purchases must have prior approval from EDD. The approval of the budget plan contained in this subgrant does not constitute approval of the equipment request. **A separate request to purchase equipment must be submitted for approval by the State.**

<b>II. Contractual Services*</b>		
<b>Contractual Services Description Type of Service</b>	<b>Cost</b>	<b>Service Provider</b>
Workforce Development Services and Training Opportunities for Veterans and Related Target Populations	\$248,500	Pacific Gateway Workforce Investment Network
Workforce Development Services and Educational Opportunities for Veterans	\$253,000	California State University, Long Beach, Veterans University
Workforce Development Services and Tuition Reimbursement for High-Growth, High-Wage Training	\$398,500	Coastline Community College
<b>Total</b>	<b>\$900,000</b>	

\*All contractual services must be competitively procured in accordance with federal and state procurement regulations and policies. See WIA Directive WIAD00-2.

**VEAP SFP  
Past Performance Bonus Points Verification Form**

Applicant Name:	Orange County Workforce Investment Board (OCWIB)
Awarding Agency Name:	Employment Development Department (EDD)
Description of Fund Source:	15% Veterans (Adult Special Project)
Award Amount:	\$200,000
Awarding Agency Project Contact Name:	Andrew Munoz
Awarding Agency Project Contact Phone Number:	(714)567-7370
Operational Dates of Project Award:	4/1/2006 - 3/31/08

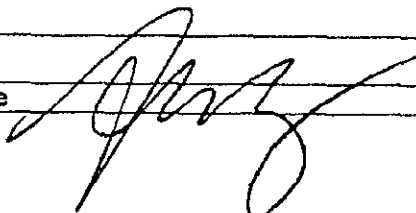
Project Planned Goals/Objectives		Actual Goals/Objectives Achieved	
Enrollments	29	Enrollments	41
Training	14	Training	15
Entered Employment	80%	Entered Employment	80%
Retention	80%	Retention	100%
Average Earnings	\$14,400	Average Earnings	\$26,905
Credential Attained	58%	Credential Attained	60%

\*Include information such as planned/actual number served, planned/actual placed into employment, planned/actual number trained, types of employment, or other pertinent information relevant to the success of this project.

The 'Operation Vets' project provided specialized services to recently-separated veterans transitioning to sustainable employment. Working in collaboration with Coast Community College District and the Joint Forces Training Base at Los Alamitos, 'Operation Vets' provided a comprehensive menu of employment services. A unique aspect of this program was the establishment of an Employment Transition Center at the Joint Forces Training Base at Los Alamitos. Veterans had access to an extensive array of resources, workshops, and supportive services, educational and training opportunities. A great deal of progress was made in partnership development and expansion of the Employment Transition Center. Partners, such as Coast Community College District, EDD, Department of Veterans Affairs - Long Beach, AMVET, National Guard Family Readiness Program and TriCare West occupy space at this site. This program fulfilled the need of much needed veterans services. Due to the success of this program, the OCWIB applied for, and was awarded, an additional \$500,000 to help military veterans as they return to civilian workforce. OCWIB was one of only twelve awardees statewide, and one of only four WIBs to receive funding through this grant process.

**VEAP SFP  
Past Performance Bonus Points Verification Form**

I confirm by signing this form that the information is true and correct to the best of my knowledge.

Approval of Authorized Representative		
Name:		
Title:	Signature 	Date 10/22/08

**VEAP SFP  
Past Performance Bonus Points Verification Form**

Applicant Name:	Orange County Workforce Investment Board (OCWIB)
Awarding Agency Name:	Employment Development Department (EDD)
Description of Fund Source:	25% Veterans (Rapid Response Funds)
Award Amount:	\$200,000
Awarding Agency Project Contact Name:	Andrew Munoz
Awarding Agency Project Contact Phone Number:	(714)567-7370
Operational Dates of Project Award:	4/1/2006 - 3/31/08


Project Planned Goals/Objectives		Actual Goals/Objectives Achieved	
Enrollments	71	Enrollments	64
Training	24	Training	38
Entered Employment	80%	Entered Employment	92.31%
Retention	86%	Retention	100%
Average Earnings	16,000	Average Earnings*	—
Credential Attained	67%	Credential Attained	100%
		* No performance data to report at this time.	

\*Include information such as planned/actual number served, planned/actual placed into employment, planned/actual number trained, types of employment, or other pertinent information relevant to the success of this project.

The 'Operation Vets' project provided specialized services to recently-separated veterans transitioning to sustainable employment. Working in collaboration with Coast Community College District and the Joint Forces Training Base at Los Alamitos, 'Operation Vets' provided a comprehensive menu of employment services. A unique aspect of this program was the establishment of an Employment Transition Center at the Joint Forces Training Base at Los Alamitos. Veterans had access to an extensive array of resources, workshops, and supportive services, educational and training opportunities. A great deal of progress was made in partnership development and expansion of the Employment Transition Center. Partners, such as Coast Community College District, EDD, Department of Veterans Affairs - Long Beach, AMVET, National Guard Family Readiness Program and TriCare West occupy space at this site. This program fulfilled the need of much needed veterans services. Due to the success of this program, the OCWIB applied for, and was awarded, an additional \$500,000 to help military veterans as they return to civilian workforce. OCWIB was one of only twelve awardees statewide, and one of only four WIBs to receive funding through this grant process.

**VEAP SFP  
Past Performance Bonus Points Verification Form**

I confirm by signing this form that the information is true and correct to the best of my knowledge.

<b>Approval of Authorized Representative</b>		
Name:		Date
Title:		10/22/08

**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 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)**

- (1) The contractor or grant recipient of Federal assistance funds certifies, by submission of this exhibit document, 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 contractor or grant recipient of Federal assistance funds is unable to certify to any of the statements in this certification, the contractor or grant recipient shall attach an explanation to this exhibit document.

Patrick H. West, City Manager

Name and Title of Authorized Representative

Suzanne Assistant City Manager 2.24.09  
Signature Date

**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.**

APPROVED AS TO FORM

February 23, 20 09  
ROBERT E. SHANNON, City Attorney  
By Gary J. Anderson  
GARY J. ANDERSON  
DEPUTY CITY ATTORNEY

ATTACHMENT  
PAGE 95 OF 100 PAGES



**DEBARMENT AND SUSPENSION CERTIFICATION - Instructions for Certification**

1. By signing and submitting this exhibit document, the contractor or grant recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in the clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the contractor or grant recipient of Federal assistance funds knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The contractor recipient of Federal assistance funds shall provide immediate written notice to the County of Orange/Workforce Investment Board to which this certification document is submitted if at any time the contractor or grant recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The contractor or grant recipient of Federal assistance funds agrees by submitting this certification document that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The contractor or grant recipient of Federal assistance funds further agrees by submitting this certification document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. The contractor or grant recipient in a covered transaction may rely upon a certification of a contractor or grant recipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The contractor or grant recipient may decide the method and frequency by which it determines the eligibility of its principals.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the contractor or grant recipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 5 of these instructions, if the contractor or grant recipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

6744 Federal Register Volume 55, No. 38/ Monday, February 26, 1990/ Rules and Regulations

## Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.


1. Identify the type of covered Federal action for which lobbying is and has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient.  
Identify the tier of the subawardee, e. g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report, in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include congressional district, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e. g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-09."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the primary entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted and the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

---

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046) Washington D.C., 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES**

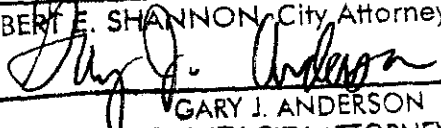
Complete this form to disclose activities pursuant to 31 U.S.C 1352

<p>1. Type of Federal Actions:</p> <ul style="list-style-type: none"> <li>a. <u>contract</u></li> <li>b. grant</li> <li>c. cooperative agreement</li> <li>d. loan</li> <li>e. loan guarantee</li> <li>f. loan insurance</li> </ul>	<p>2. Status of Federal Actions:</p> <ul style="list-style-type: none"> <li>a. bid/offer/application</li> <li>b. initial award</li> <li>c. post-award</li> </ul>	<p>3. Report Type:</p> <ul style="list-style-type: none"> <li>a. initial filing</li> <li>b. material change</li> </ul> <p>For Material Change Only: Year _____ Quarter _____</p> <p>Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p>Prime _____ Subawardee _____</p> <p>Tier _____; if known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is a Subawardee. Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department / Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if known:</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p>(attach Continuation Sheets SF-LLL-A, if necessary)</p>	<p>10b. Individual Performing Services (including address if different from No. 10a.) (last name, first name, MI):</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ actual _____ planned _____</p>	<p>13. Type of Payment (check all that apply):</p> <ul style="list-style-type: none"> <li>a. retainer</li> <li>b. one-time free</li> <li>c. commission</li> <li>d. contingent fee</li> <li>e. deferred</li> <li>f. other specify: _____</li> </ul>	
<p>12. Form of Payment (check all that apply):</p> <ul style="list-style-type: none"> <li>a. cash</li> <li>b. in-kind: specify: nature: _____</li> </ul> <p>value: _____</p>		
<p>14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11:</p>		
<p>15. Continuation sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>16. Information requested through this form authorized by Title 31 U.S.C. Section 1352 This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$ 10,000 and not more than \$ 100,000 for each such failure</p>	<p>Signature: <u></u> <b>Assistant City Manager</b></p> <p>Print Name: <u>Patrick H. West</u></p> <p>Title: <u>City Manager</u></p> <p>Telephone No. <u>(562) 570-5029</u></p> <p>Date: <u>2. 24. 09</u></p>	

APPROVED AS TO FORM

February 23, 20 09

ROBERT E. SHANNON, City Attorney

By 

GARY J. ANDERSON  
DEPUTY CITY ATTORNEY

EXECUTED PURSUANT  
TO SECTION 501 OF  
THE CITY CHARTER.

ATTACHMENT

PAGE 98 OF 100 PAGES

**DISTRICT ATTORNEY CHILD SUPPORT ENFORCEMENT  
CERTIFICATE REQUIREMENTS**

In order to comply with child support enforcement requirements of the County of Orange, the required contractor data and certifications must be submitted within 10 days of award notification.

Failure of the contractor to submit the data/or certifications required shall result in the contractor may be disqualified from being considered for contract award. Subsequent to issuance of the contract, failure to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earning Assignment shall constitute a material breach of the contract. Failure to cure breach within 60 calendar days of notice from the County shall constitute grounds for termination.

A. In the case of an individual bidder/proposer, his/her name, date of birth, Social Security number, and residence address:

Name: \_\_\_\_\_  
D.O.B: \_\_\_\_\_  
Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_

B. In the case of a bidder/proposer doing business other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity (If no individual owns an interest of 10 percent or more, indicate not applicable.):

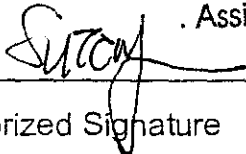
Name: \_\_\_\_\_  
D.O.B: \_\_\_\_\_  
Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_

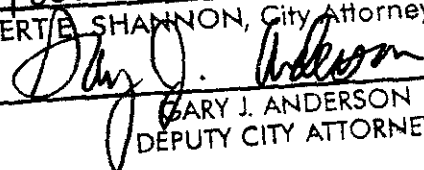
Name: \_\_\_\_\_  
D.O.B: \_\_\_\_\_  
Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_

Name: \_\_\_\_\_  
D.O.B: \_\_\_\_\_  
Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_

- C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

*"I certify that City of Long Beach is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of any contract issued pursuant to this Request for Proposal process with the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract."*

	. Assistant City Manager
_____	Patrick H. West City Manager
Authorized Signature	Name Title
<b>EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.</b>	

APPROVED AS TO FORM  
February 23, 20 09  
ROBERT A. SHANNON, City Attorney  
By   
GARY J. ANDERSON  
DEPUTY CITY ATTORNEY

**Statement of Work  
Veterans' Employment-Related Assistance Program (VEAP)  
Cost Reimbursement Contract**

**SUBCONTRACTOR:** California State University, Long Beach (CSULB) Foundation  
Veterans University Center for Excellence  
6300 State University Drive, #332  
Long Beach, California 90805  
*(Hereinafter referred to as "Subcontractor")*

**CONTRACT TERM:** April 1, 2009 – September 30, 2010

**CONTRACT AMOUNT:** \$ 253,000  
(Year 1 Allocation: \$126,500)  
(Year 2 Allocation: \$126,500)

**NUMBER SERVED:** 30 Veterans

**FUNDING AGENCY:** City of Long Beach, Administrative Entity of the  
Pacific Gateway Workforce Investment Network

Administered by the City of Long Beach, the Pacific Gateway Workforce Investment Network (Network), through its one-stop career centers, coordinates and oversees services supporting the workforce needs of the residents and businesses it serves. California State University, Long Beach Foundation and Veterans University Center for Excellence, herein after referred to as Subcontractor, shall administer the program services described herein on behalf of the Network.

**I. PROJECT SUMMARY:**

The Orange County-Pacific Gateway Regional Veteran Services Collaborative (Collaborative) will increase the availability of and provide for better coordination of services to veterans recently separated from military duty and others who face military-related challenges to economic self-sufficiency. This program will specifically address veteran needs across a wide geographic area by workforce partners in Orange and Los Angeles Counties. The goal is to transition veterans, with particular focus on recently separated veterans, into high wage, high growth occupations.

The CSULB Veterans University is a model for postsecondary transitional education for veterans, utilizing a network of supportive on-campus and off-campus resources to accomplish these goals. In accordance with this contract, the Subcontractor shall function as a key service delivery site for 30 veteran students providing educational services and job training in support of this Collaborative project. This participant cohort will specifically target senior-level baccalaureate student veterans in high-growth, high-wage majors/ career pathways who are exhausting their GI Bill benefits. Program components include outreach, recruitment, referrals, initial assessments, eligibility determinations, academic advising, case management, training, and supportive services.

## II. FUNDING:

The Subcontractor shall be paid an amount not to exceed \$253,000, which will be available from two program years with an initial allocation of \$126,500 from program year 2008/09 and an additional allocation of \$126,500 from program year 2009/10 to be awarded based on achievement of performance benchmarks. These funds will be available on a cost-reimbursement basis as detailed in the Project Budget attached hereto and subject to the following:

- Funds available in support of this agreement are made possible through an award of Governor's Discretionary 15 Percent and Dislocated Worker 25 Percent Additional Assistance funds to the Orange County Workforce Investment Board (OCWIB) from the California Employment Development Department (State). These funds will be awarded from the two program years noted above. If the State receives a reduction in WIA funds in the second year (2009/10), which result in a reduction of the award to the OCWIB and/or the Network, this contract will be reduced by a relative share.
- Further, the Subcontractor acknowledges that second year funding in the amount of \$126,500 for program year 2009/10 is subject to achievement of all performance benchmarks negotiated in the subgrant agreement between the OCWIB and the State and that projects not meeting these requirements will not receive second year funding. It is anticipated that the State will conduct performance reviews with the quarter ending December 2009.

## III. RESPONSIBILITIES:

### Of the Grantor:

- Assistance identifying high-growth, high-wage majors and occupations
- Technical training assistance with outreach, recruitment, eligibility determination, assessment, Virtual OneStop (VOS) case management, Individual Employment Plan (IEP) development, job search, and job retention
- Assistance regarding the Integration of 15% and 25% Funds
- Oversight of the Subcontractor's service-delivery process to ensure seamless services within the Collaborative and community resources including the Transition Assistance Program (TAP) as needed

### Of the Subcontractor:

#### A. Outreach/Recruitment

Subcontractor is responsible for ensuring that the enrollment goal of 30 veteran students is met as a result of outreach and recruitment efforts. Subcontractor's outreach and recruitment efforts shall focus on veteran students who are within their final year of completing their postsecondary degree in high-growth, high-wage majors at CSULB and who face elimination of tuition reimbursement through their GI Bill. Due to exhausting their GI Bill benefits, this program is specifically tailored to allow these veterans to complete their education with financial support and be placed in employment before or upon graduation with their bachelor's degree. Outreach / Recruitment efforts will be undertaken from April 2009 through August 2009.

Subcontractor is required to place the following language on all printed materials (i.e., flyers, brochures, announcements, etc.) used in conjunction with the Subcontractor's WIA-funded project:

*"This program is funded by the Orange County-Pacific Gateway Regional Veteran Services Collaborative and the Pacific Gateway Workforce Investment Board."*

Upon request, Subcontractor may utilize Collaborative Partner logos on printed materials in conjunction with this WIA-funded project.

**B. Orientation**

Subcontractor must provide program orientation to interested veteran students. The orientation must include an overview of the Subcontractor's program and information on the full array of services available, including services provided by collaborating partners, information about high-growth, high-wage sector initiatives, information about using their military-related skills toward targeted training, connecting to VOS, applicable policies and procedures, and requirements for participation. Documentation regarding orientation attendance and receipt of policies and procedures must be recorded in each participant's file upon enrollment.

**C. Eligibility / Initial Certification**

Subcontractor is responsible for initial determination of WIA eligibility for all veteran students whom the Subcontractor plans to enroll in their program. Subcontractor is responsible for collecting all necessary supporting eligibility documents (including veterans' DD214) and ensuring that all required MIS forms are completed. Supporting documentation and completed MIS forms must be provided to the Pacific Gateway Workforce Investment Network for final determination of the veteran's suitability and eligibility. Services may not be provided to the veteran student until Network staff/representative has certified the applicant to be eligible and has authorized Subcontractor to enroll him/her.

**D. Initial Assessment**

Subcontractor is responsible for conducting initial assessments, which will include an intake interview in which education, training, employment, transferable skills, and supportive services goals are reviewed. Veterans who are interested and deemed ready for the program will complete an online O\*NET-based job skills assessment in the Internet-based Virtual OneStop (VOS) case management system. In addition, the veteran may complete self-paced personal skills, interests and work importance inventories in VOS. Comprehensive information on job accommodations (physical and psychiatric) that may involve modifying the work environment or adaptive equipment is also available through O\*NET online. Subcontractor will complete documentation of each veteran's Initial Assessment in VOS.



**E. MIS Enrollment and Goals**

Subcontractor is responsible for ensuring that participant enrollment goals are met. Enrollment decisions will be made based on the veteran's eligibility and ability to benefit from the program activities.

Those students who have reached their 36-month timeframe for tuition reimbursement and who have identified a high-growth, high-wage career track will be enrolled in the program. Beginning with the Fall 2009 Semester, students will take courses in the Spring 2010 Semester and complete their degrees in May 2010.

MIS enrollment forms must be completed in VOS for submission to the Network within 5 days of providing initial services to participants.

**F. Case Management/Individual Employment Plan (IEP)**

Subcontractor must provide case management services to participating veteran students. Case management services include, but are not limited to: developing a specific activity for completion of planned program goals to ensure performance; developing and maintaining an IEP in partnership with veteran students; individual counseling, academic advising, evaluation and analysis of training program; documentation of services and progress to ensure achievement of goals and objectives; campus-level healthcare services and coordination with the Veterans Administration or other resource referrals; and completion of all required customer tracking processes.

Subcontractor will initiate the Individual Employment Plan (IEP) in VOS with each veteran student by evaluating the individual's personal circumstances, educational goals, academic deficiencies, training needs, support services needs, and identifiable obstacles. The Subcontractor must provide an objective assessment in the areas of employment skills and knowledge, as well as support service needs. Objective assessment tools will be provided by the Network; the service provider may utilize other objective assessment tools, with prior authorization from the Network.

Subcontractors will also be required to utilize Virtual One Stop (VOS) on-line case management system for documenting case notes. The Subcontractor will receive training and will be asked to sign a confidentiality agreement once VOS is implemented at the CSULB location.

**G. Reporting Program Services and Outcomes**

Subcontractor must, prior to the end of the program, record all outcomes in the VOS case management system as instructed, including the Individual Employment Plan (IEP), case-notes, JTA activities, and supportive services.

**H. Exit and Follow-up Services**

Subcontractor may request that a veteran be exited from the program once the veteran has completed planned services proposed in the IEP, has

attained planned program goals, and outcomes have been reported. Subcontractor must confer with Network staff and complete all necessary documentation for approval.

Follow-up Services are required for a minimum of 12 months after exit from the program. These services include but are not limited to ongoing case management and supportive services as needed. Subcontractor must provide follow-up services directly if the veteran exits during the contract period.

**I. Supportive and Referral Services**

Subcontractors may refer veteran students to collaborating agencies to provide services not directly provided by the Subcontractor and to ensure that participants in the program have access to all recommended and needed services.

**J. Other Activities**

1. Subcontractor will be required to participate as an active and vested partner in mandatory meetings, training, and staff development sessions, including quarterly meetings of collaborating partners.
2. Subcontractor must ensure that appropriate and responsible staff is provided copies of Subcontractor's executed Subcontract/Statement of Work for reference.
3. Subcontractor must ensure that appropriate and responsible staff is registered for the Workforce Development Board's e-notify system, to ensure that all Information Bulletins and Policy Directives are received in a timely manner and that information is shared with appropriate Subcontractor staff.

**K. Notice and Communication Requirements**

1. Where materials indicate that the Subcontractor may be reached by telephone, the telephone number of any TDD/TTY or relay service used by the Subcontractor shall be identified. If the Contractor does not have a TDD/TTY, the California Relay Service (CRS) (1-800/735-2922) shall be used as an alternative.
2. For information and services accessed electronically, Subcontractor shall establish a procedure, which assures that the notice requirements of Title 29 CFR Part 37 are met.
3. Distributed publications, broadcasts, and other communications, which promote WIA programs or activities, shall include the following:

*'This WIA Title I financially assisted program or activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.' To request a reasonable accommodation, please call (insert appropriate TDD/TTY number)*

4. Subcontractor shall provide reasonable accommodations to participants in need of special assistance to attend meetings.

workshops, seminars, job fairs, etc. sponsored by or offered by the Subcontractor. Subcontractor shall include the following on all flyers, notices and other communication promoting, advertising and /or informing the public of meetings, workshops, seminars, job fairs, etc. sponsored by or offered by the Subcontractor.

*Equal Opportunity Employer/Program. Auxiliary aids and services available upon request to individuals with disabilities. To request a reasonable accommodation, please call (insert appropriate TDD/TTY number)*

**IV. PROGRAM PERFORMANCE STANDARDS**

Performance measures are set forth by the State of California, Workforce Investment Division in the Subgrant Agreement with the Orange County Workforce Investment Board noted above. Continuation of funding will be contingent upon attainment of the following performance outcomes:

<i>Service Plan</i>			
<i>Part 1a - Participant Information.</i>	<i>Year 1</i>	<i>Year 2</i>	<i>Total</i>
<i>A. Total planned enrollments:</i>	30	0	30
<i>B Total planned entered employments:</i>	0	22	22
<i>C. Total planned retained employments:</i>	0	17	17
<i>D. Total planned trainees:</i>	30	0	30

<i>Performance Goals</i>	<i>Planned Adult Goals</i>	<i>Planned Dislocated Worker Goals</i>
<i>A. Entered Employment Rate</i>	71%	73%
<i>B. Retention Rate</i>	74%	80%
<i>C. Average Earnings</i>	\$12,500	\$15,900

**V. CONTRACT MANAGEMENT**

The City shall compare on a quarterly basis, planned program performance and expenditure levels with actual program performance and expenditures levels. If Subcontractor is 10% or more below planned performance levels and/or expenditure levels at the end of the quarter or any quarter thereafter, Subcontractor shall implement a corrective action plan for review and approval by the City. Underperformance at the end of the second quarter or any quarter thereafter, shall permit the City to unilaterally cancel this contract or, in the alternative, deobligate funds up to the amount of the under expenditure/underperformance.

Actual program performance analysis will be based on a review of planned levels as documented on the Subcontractor's WIA Performance/participant Plan (Exhibit E). Actual expenditure level analysis will be based on a review of planned levels as

documented on the Subcontractor's Program/Budget Planning Summary Form (Exhibit D).

## VI. RECORD KEEPING AND REPORTING REQUIREMENTS

### A. Records Maintenance:

1. Subcontractor agrees to maintain records to document all costs, direct and indirect, in-kind and cash match amounts incurred under this contract to account for all program funds received and incurred. All records shall be kept for a period of seven (7) years from the date final payment is made under this contract.
2. Subcontractor shall maintain the confidentiality of any information regarding the participants that may be obtained through documents from public agencies, counselors, or any other source. Without permission of the Network, such information shall be divulged only as necessary for the performance or evaluation of this contract and only to persons having responsibility under this contract.
3. All reports, records, files, etc., generated or maintained in support of or as a result of this contract are subject to review / monitoring and are to be made available during regular business hours to appropriate City, State, and Federal agencies / representatives or designees for inspection on an as-needed basis. Subcontractor shall also provide reasonable and timely access to personnel for the purpose of interviews and discussion related to training and services provided under this contract.
4. A complete file will be maintained for each participant. The following documents are to be maintained in VOS or participant files by the Subcontractor, unless otherwise directed by the City:
  - a. Eligibility Documentation
  - b. Equal Opportunity / Customer Complaint Procedures Form
  - c. Application Form
  - d. Initial Assessment / Intake Suitability Interview
  - e. MIS Documentation (Application, Enrollment, Exit, Follow-up)
  - f. Individual Employment Plan (IEP)
  - g. Case Notes (monthly)
  - h. Documentation of Resource Referrals, Support Services and Follow-up Service(s)
  - i. Academic Transcripts, Academic Advising Forms, Diploma
  - j. Supportive Services Documentation
  - k. Tuition Reimbursement Documentation

Minimum requirements for file documentation may change according to Network / City policies and procedures. In addition, requirements for file documentation may also change according to WIA regulations, directives, bulletins, policies, procedures, and amendments.

5. Subcontractor is required to maintain all program records for a minimum of seven (7) years. Access to records by the awarding agency, the grantee, DOL, or the Controller Center of the United States for the purpose of audit, examination, excerpts, and transcription must be made available. Records retained for seven (7) years may not be destroyed unless approved by the City in writing.

**B. Financial Reporting/Invoicing**

1. Subcontractor will ensure that all billing information and invoices are submitted on a monthly basis to the Pacific Gateway Workforce Investment Network, 3447 Atlantic Avenue, Long Beach CA 90807, Attention: Accounts Payable/WIA Invoices.
2. Subcontractor will further ensure that invoices are submitted on the 15<sup>th</sup> of each month and are in compliance with the Project Budget (Exhibit C). If the 15<sup>th</sup> of the month falls on a Saturday or Sunday, invoice must be submitted the Friday before.
3. Subcontractor funds will not exceed \$253,000 of WIA Title I funds to achieve program goals. The Subcontractor will be reimbursed for all pre-approved (reasonable and necessary) costs incurred in the operation of the program, as detailed in the Project Budget. Supporting documentation is required to justify reimbursements.
4. Subcontractor must include accruals on all monthly invoices per State of California Directive WIAD 04-15, effective March 1, 2005.
5. Invoices will also contain a record of the Subcontractor's in-kind contributions as follows:
  - o Program Director (50%) \$60,000
  - o Program Academic Advising (50%) \$40,000
  - o Associate Director (50%) \$45,000
  - o Program Evaluation (50%) \$47,000
  - o Total \$192,000
6. Subcontractor may exceed cost categories by no more than 10%, provided that that the difference is reduced from other account(s) within the same cost category and the total amount for each cost category remains the same. Any other budget changes must be approved by the City and processed through a Letter of Modification or an Amendment to the Contract.
7. Written requests for budget changes must be submitted to the Pacific Gateway Workforce Investment Network, 3447 Atlantic Avenue, Long Beach, CA 90807, Attention: Contracts/Procurement Coordinator.
8. Subcontractor shall ensure the accuracy of each invoice.
9. Subcontractor must submit a Cost Allocation Plan to the City.

**C. Final Project Summary Report**

Subcontractor is required to submit final billing and report to the City within thirty (30) days of completion of contract. At minimum the report shall address the following:

1. Brief description of programs and services offered
2. Number of enrollments
3. Performance outcomes met
4. List of collaborating partners utilized and services provided by each
5. Recommendations for future programs
6. Final close-out invoice with total funds awarded and expended

## VII. GENERAL INFORMATION:

### A. Unallowable Activities and Costs

The Subcontractor shall comply with the following guidelines per WIA, or reimbursement may be disallowed:

1. Political Activities: No financial assistance may be provided for any program, which involves political activities.
2. Maintenance of Effort:
  - a. No currently employed worker shall be displaced by any participant (including partial displacement, such as a reduction in hours or non-overtime work, wages or employment benefits).
  - b. No WIA funds are to be used to assist, promote, or deter union organizing.
  - c. No program shall impair existing contracts for services or collective bargaining agreements without the written concurrence of the labor organization and employer concerned.
  - d. No participant shall be employed or job opening filled when (1) any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated employment with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this contract.
  - e. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
  - f. No person or organization may charge an individual a fee for the placement or referral of such individuals in or to a training program funded under this Act.

### B. WIA Contract Clauses

Subcontractor shall administer contract within the policies and procedures mandated by the Workforce Investment Act of 1998 and the City of Long Beach Workforce Development Bureau and agrees to comply with the following WIA contract clauses, as applicable, during the duration of the contract period:

1. Compliance with awarding agency requirement and/or regulations related to patent rights, copyrights, and rights in data;
2. Maintenance of records for 7 years;

3. The Equal Employment Opportunity Act provisions;
4. The Americans with Disabilities Act of 1990;
5. The Contract Work Hours and Safety Standards Act;
6. The Clean Air Act and Environmental Protection Agency regulations;
7. The Energy Policy Conservation Act;
8. The Bryd Anti-Lobbying Amendment;
9. The Debarment and Suspension requirements;
10. The Copeland "Anti-Kickback" Act;
11. The Davis-Bacon Act.

**C. Administrative Dispute Resolution**

The Network and Subcontractor will communicate openly and directly to resolve any problems or disputes related to completing the contract in a cooperative manner and at the lowest level of intervention possible. Should information resolution efforts fail, the dispute shall be referred to the Chair of the Greater Long Beach Workforce Development Board who shall place the dispute upon the agenda of a regular or special meeting of the Executive Committee. The Executive Committee decision will be the final administrative decision.

**D. Nepotism**

Subcontractor may not hire, directly or through an employing agency, a person in an administrative capacity, staff position, or on-the-job training position funded under the Act if a member of that person's immediate family is engaged in an administrative capacity for that Subcontractor.

Immediate family is defined as a wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent and stepchild.

**VIII. CONTINUATION OF CONTRACT:**

Continuation of this contract is contingent upon the satisfactory achievement of the standards and goals of the contract as determined by the City and/or availability of WIA funds from the State of California. If a Subcontractor cannot fulfill the obligations of this contract, the Subcontractor must notify the Network's Program Manager in writing immediately.

**IX. LETTER OF MODIFICATION:**

The Subcontractor agrees to the following procedures for modification of the contract:

1. All requests for contract modifications must be in writing and include detailed justification for such modifications.
2. The City may initiate a letter of modification at any time during the contractual term with written concurrence from the Subcontractor.

**CITY OF LONG BEACH  
DEPARTMENT OF COMMUNITY DEVELOPMENT  
WORKFORCE DEVELOPMENT BUREAU  
PROJECT BUDGET SUMMARY**

Exhibit C

**Organization Information:**

**Name:** California State University, Long Beach Foundation

**Address:** 6300 State University Drive, #332 Long Beach, CA 90805  
Street City Zip Code

**Telephone Number:** (562) 985-7639

**Fax Number:** (562) 985-7951

**Email Address:** dbell@csulb.edu

**Contact Person:** Denise Bell

**Federal ID:** [REDACTED]

**Agreement Information:**

**Budget Period:** 4/1/09 - 9/30/10 **Contract No:** \_\_\_\_\_

**Effective Date:** 1-Apr-09 **Amendment No:** \_\_\_\_\_

**Funding Source:** WIA Governor's Discretionary 15 Percent & dislocated Workers 25 Percent  
Additional Assistance Funds

**Project Name:** Orange County - Pacific Gateway Regional Veteran Service Collaborative

**Fiscal Approval:** Judith M. Bellard

**Date:** 6/11/09



## BUDGET INFORMATION

### SECTION A - Budget Summary by Categories

Acct.No.	Budget Category	( A )	( B )	( C )
101	Administrative Costs	-		-
102	Fringe Benefits	-		-
103	Administrative Costs - Other	-		-
118	Indirect Costs	9,288.00		9,288.00
201	Project Staff	63,248.00		63,248.00
202	Fringe Benefits	29,637.00		29,637.00
203	Training/Training Materials	150,000.00		150,000.00
204	Operating Costs	827.00		827.00
205	Support Services	-		-
206	Program - Other	-		-
<b>Total Funds Requested:</b>		253,000.00	-	253,000.00

### Section B - Cost Sharing/Match Summary (if appropriate)

Acct. No.	Budget Category	( A )	( B )	( C )
301	Cash Contribution	-		-
302	In-Kind Contribution	192,000.00		192,000.00
				-
<b>Total Cost Sharing/Match:</b>		192,000.00	-	192,000.00

**Note:** Use column A to record funds requested for the initial period of performance (i.e., 12 months, 13 months, etc); Use Column B to request budget modification changes to your original budget, Column A, (i.e., requests for additional funds or line item changes); and use Column C to record the totals (A + B). If this is the initial budget request, there will be no modifications and Column A will equal column C.

## BUDGET DETAIL

### ADMINISTRATIVE COSTS

Account 101

Position Title/Activity	Annual Salary	No. of Months	% of Time	Total
				-
			TOTAL	-

### ADMINISTRATIVE COSTS: FRINGE BENEFITS

Account 102

Description	% Rate	Rate Applied to	Total
FICA	7.65		-
Workmen's Compensation	1.5		
Health & Welfare Insurance	1.4		
Retirement or Pension	3.5		
Other SUI	3.57		
		TOTAL	-

### ADMINISTRATIVE COSTS: OTHER

Account 103

Description	Quantity/Price	Total
		-
	TOTAL	-

### IN-DIRECT

Account 118

Indirect Costs			Total
Applied to Salaries and Fringes only	\$92,885	10.00%	9,288
		TOTAL	9,288

### PROGRAM COSTS: STAFF SALARIES

Account 201

Position Title/Activity	Hour Salary	No. of Months	% of Time	Total
Program Director	38.46	18	15%	\$18,069
Associate Director	28.85	18	50%	\$45,179
			TOTAL	\$63,248

### PROGRAM: FRINGE BENEFITS

Account 202

Description	% Rate	Rate Applied to	Total
<b>Program Director:</b>			
FICA	6.50%	\$18,069	\$1,174
Medicare	1.50%	\$18,069	\$271
Worker's Comp	1.50%	\$18,069	\$271
Pooled Benefits	4.50%	\$18,069	\$813
Total	14.00%		\$2,530
<b>Associate Director:</b>			
FICA	6.50%	\$45,179	\$2,937
Medicare	1.50%	\$45,179	\$678
Worker's Comp	1.50%	\$45,179	\$678
Pension	10.00%	\$45,179	\$4,518
Health Insurance	24.50%	\$45,179	\$11,069
Pooled Benefits	16.00%	\$45,179	\$7,229
Total	60.00%		\$27,107
		TOTAL	\$29,637

**TRAINING/TRAINING MATERIALS****Account 203**

Description		Quantity/Price		Total
Tuition and Books		30	\$5,000	\$150,000
			<b>TOTAL</b>	<b>\$150,000</b>

**OPERATING COSTS****Account 204**

Description		Quantity/Price		Total
Mileage - staff		1504	\$0.55	\$827
			<b>TOTAL</b>	<b>\$827</b>

**SUPPORT SERVICE****Account 205**

Description		Quantity/Price		Total
			<b>TOTAL</b>	<b>-</b>

**PROGRAM - OTHER****Account 206**

Description		Quantity/Price		Total
			<b>TOTAL</b>	<b>-</b>

**CASH CONTRIBUTION****Account 301**

Description		Quantity/Price		Total
			<b>TOTAL</b>	<b>-</b>

**IN-KIND CONTRIBUTION****Account 302**

Description		Quantity/Price		Total
Program Director	1.5 years	\$80,000 annual	50%	\$60,000
Associate Director	1.5 years	\$60,000 annual	50%	\$45,000
Academic Advising	1.5 years	\$53,333 annual	50%	\$40,000
Program Evaluation		\$94,000.00	50%	\$47,000
			<b>TOTAL</b>	<b>\$192,000</b>

<b>GRAND TOTAL GRANT FUNDED</b>	<b>\$253,000</b>
<b>GRANT TOTAL IN-KIND</b>	<b>\$192,000</b>
<b>GRAND TOTAL</b>	<b>\$445,000</b>

**EXHIBIT "D"**  
**PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK**  
**VETERANS' EMPLOYMENT-RELATED ASSISTANCE PROGRAM**  
**PROGRAM/BUDGET PLANNING SUMMARY FORM**

**Program Name** Orange County-Pacific Gateway Regional Veterans Services Collaborative  
**Contractor Name** California State University, Long Beach Foundation  
**Address** 6300 State University Drive, #332  
**City/State** Long Beach, CA 90805

**Total Budget** \$253,000  
**Program Period** 4/1/09 - 9/30/10

	Apr-09	May-09	Jun-09	1st Qtr	Jul-09	Aug-09	Sep-09	2nd Qtr	YTD
TOTAL	5,722.00	5,722.00	5,722.00	17,166.00	5,722.00	5,722.00	80,722.00	92,166.00	109,332.00

	Oct-09	Nov-09	Dec-09	3rd Qtr	YTD	Jan-10	Feb-10	Mar-10	4th Qtr	YTD
TOTAL	5,722.00	5,722.00	5,722.00	17,166.00	126,498.00	5,722.00	80,722.00	5,722.00	92,166.00	218,664.00

	Apr-10	May-10	Jun-10	5th Qtr	YTD	Jul-10	Aug-10	Sep-10	6th Qtr	TOTAL
TOTAL	5,722.00	5,722.00	5,722.00	17,166.00	235,830.00	5,722.00	5,722.00	5,726.00	17,170.00	253,000.00

**INSTRUCTIONS FOR COMPLETING**

When completing the budget information summary (BIS), please consider the following guidelines:

The worksheet has been designed to track costs on a monthly and quarterly basis.

Based upon your approved budget, plot your planned expenses in the month you anticipate they will occur.

Each month should show monthly expected costs and the year to date (YTD) should be cumulative.

**WIA PERFORMANCE/PARTICIPANT PLAN**  
**Veterans' Employment Assistance Program Grant**  
**PY 2008-09**

Contract period April 2009 – September 2010

<i>Enrollment and Cost Matrix</i>				
<i>Part 1a - Participant Information.</i>	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Total</i>
<i>A. Total planned enrollments:</i>	30	0	0	30
<i>B Total planned entered employments:</i>	0	22	0	22
<i>C. Total planned retained employments:</i>	0	17	0	17
<i>D. Total planned trainees:</i>	30	0	0	30

<i>Part 1b - Cost Information</i>		
<i>(A)</i>	<i>(B) Costs calculated using only amount requested in this proposal</i>	<i>(C) Costs calculated using all resources available to the project</i>
<i>A. Cost per participant</i>	\$8433.33	\$14833.33
<i>B. Cost per entered employment</i>	11500	20227.27
<i>C. Cost per retained employment</i>	14882.35	26176.47
<i>D. Cost per trainee</i>	8433.33	14833.33

<i>Performance Goals</i>	<i>Planned Adult Goals</i>	<i>Planned Dislocated Worker Goals</i>
<i>A. Entered Employment Rate</i>	71%	73%
<i>B. Retention Rate</i>	74%	80%
<i>C. Average Earnings</i>	\$12,500	\$15,900

**WIA ADULT PARTICIPANT PLAN**

Adult

Dislocated Worker

Cumulative Participants						
	Month End Date	Month End Date	Quarter End Date	Month End Date	Month End Date	Quarter End Date
Month/Year	01/09	02/09	03/09	04/09	05/09	06/09
1 Total Participants Registered					5	10
<b>2. Program Services</b>						
a. Core Services/Intensive Services					5	10
b. Training Services					0	0
c. Follow-up Services after Placement					0	0
d. Follow-up Services after Exit					0	0
<b>3. Exit Status</b>						
a. Total Participants Exiting WIA						0
(1) Unsubsidized Employment						0
(a) Training Related						0
(2) Employability Enhancement Exits						0
(3) Exited for Other Reasons						0
Cumulative Participants						
Month/Year	07/09	08/09	09/09	10/09	11/09	12/09
1 Total Participants Registered	15	15	15	15	15	15
<b>2. Program Services</b>						
a. Core Services/Intensive Services	15	15	15	15	15	15
b. Training Services	15	15	15	15	15	15
c. Follow-up Services after Placement	0	0	0	0	0	0
d. Follow-up Services after Exit	0	0	0	0	0	1
<b>3. Exit Status</b>						
a. Total Participants Exiting WIA			0			1
(1) Unsubsidized Employment			0			0
(a) Training Related			0			0
(2) Employability Enhancement Exits			0			0
(3) Exited for Other Reasons			0			1

## WIA ADULT PARTICIPANT PLAN

Adult Dislocated Worker 

Cumulative Participants						
	Month End Date	Month End Date	Quarter End Date	Month End Date	Month End Date	Quarter End Date
Month/Year	01/10	02/10	03/10	04/10	05/10	06/10
1 Total Participants Registered	15	15	15	15	15	15
2. Program Services						
a. Core Services/Intensive Services	15	15	15	15	15	15
b. Training Services	15	15	15	15	15	15
c. Follow-up Services after Placement	0	0	0	0	0	3
d. Follow-up Services after Exit	1	1	1	1	1	5
3. Exit Status						
a. Total Participants Exiting WIA			1			5
(1) Unsubsidized Employment			0			3
(a) Training Related			0			3
(2) Employability Enhancement Exits			0			0
(3) Exited for Other Reasons			1			2
Cumulative Participants						
Month/Year	07/10	08/10	09/10	10/10	11/10	12/10
1 Total Participants Registered	15	15	15			
2. Program Services						
a. Core Services/Intensive Services	15	15	15			
b. Training Services	15	15	15			
c. Follow-up Services after Placement	3	3	11			
d. Follow-up Services after Exit	5	5	15			
3. Exit Status						
a. Total Participants Exiting WIA			15			
(1) Unsubsidized Employment			11			
(a) Training Related			11			
(2) Employability Enhancement Exits			0			
(3) Exited for Other Reasons			4			

## WIA ADULT PARTICIPANT PLAN

Adult Dislocated Worker 

Cumulative Participants						
	Month End Date	Month End Date	Quarter End Date	Month End Date	Month End Date	Quarter End Date
Month/Year	01/09	02/09	03/09	04/09	05/09	06/09
1 Total Participants Registered				0	5	10
2. Program Services						
e. Core Services/Intensive Services				0	5	10
f. Training Services				0	0	0
g. Follow-up Services after Placement				0	0	0
h. Follow-up Services after Exit				0	0	0
3. Exit Status						
a. Total Participants Exiting WIA						0
(1) Unsubsidized Employment						0
(a) Training Related						0
(2) Employability Enhancement Exits						0
(3) Exited for Other Reasons						0
Cumulative Participants						
Month/Year	07/09	08/09	09/09	10/09	11/09	12/09
1 Total Participants Registered	15	15	15	15	15	15
2. Program Services						
e. Core Services/Intensive Services	15	15	15	15	15	15
f. Training Services	15	15	15	15	15	15
g. Follow-up Services after Placement	0	0	0	0	0	0
h. Follow-up Services after Exit	0	0	1	1	1	1
3. Exit Status						
a. Total Participants Exiting WIA			1			1
(1) Unsubsidized Employment			0			0
(a) Training Related			0			0
(2) Employability Enhancement Exits			0			0
(3) Exited for Other Reasons			1			1



**WIA ADULT PARTICIPANT PLAN**

Adult

Dislocated Worker

Cumulative Participants						
	Month End Date	Month End Date	Quarter End Date	Month End Date	Month End Date	Quarter End Date
Month/Year	01/10	02/10	03/10	04/10	05/10	06/10
1 Total Participants Registered	15	15	15	15	15	15
2. Program Services						
e. Core Services/Intensive Services	15	15	15	15	15	15
f. Training Services	15	15	15	15	15	15
g. Follow-up Services after Placement	0	0	0	0	0	3
h. Follow-up Services after Exit	1	1	2	2	2	5
3. Exit Status						
a. Total Participants Exiting WIA			2			5
(1) Unsubsidized Employment			0			3
(a) Training Related			0			3
(2) Employability Enhancement Exits			0			0
(3) Exited for Other Reasons			2			2
Cumulative Participants						
Month/Year	07/10	08/10	09/10	10/10	11/10	12/10
1 Total Participants Registered	15	15	15			
2. Program Services						
e. Core Services/Intensive Services	15	15	15			
f. Training Services	15	15	15			
g. Follow-up Services after Placement	3	3	11			
h. Follow-up Services after Exit	5	5	15			
3. Exit Status						
a. Total Participants Exiting WIA			15			
(1) Unsubsidized Employment			11			
(a) Training Related			11			
(2) Employability Enhancement Exits			0			
(3) Exited for Other Reasons			4			