

CONTRACT

32787

THIS CONTRACT ("Contract") is entered into, in duplicate, effective as of June 29, 2012, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on June 19, 2012, by and between GOODWILL SERVING THE PEOPLE OF SOUTHERN LOS ANGELES, a Non-Profit Corporation with offices located at 800 W. Pacific Coast Highway, Long Beach, CA 90806, ("Contractor") and the CITY OF LONG BEACH, a municipal corporation ("City") and administering entity for Pacific Gateway Workforce Investment Network.

1. Recitals: This Contract is made with reference to the following facts and objectives:

1.1 The City submitted an application ("Application") to the Employment Development Department of the State of California (the "State"), for funds to provide meaningful training and employment opportunities for economically disadvantaged, unemployed and underemployed persons consistent with the Workforce Investment Act of 1998 ("WIA") codified as Section 504 of the Rehabilitation Act, 29 U.S.C. 794(d) and all regulations, directives, policies, procedures and amendments issued thereto and/or legislation, regulations, policies, directives, and/or procedures which may replace the Workforce Investment Act; and

1.2 The Application was approved by the State and a Workforce Investment Act subgrant has been executed by and between the State and the City authorizing such programs and providing the funding therefore under Workforce Investment Act Master Subgrant Agreement which has been designated as K386302 CFDA No. 17.259 the ("Prime Contract"); and

1.3 Contractor desires to participate in said program and is qualified by procurement for the reason of experience, preparation, organization, staffing and facilities to provide services;

1.4 City is willing to utilize Contractor to provide contract services to

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

1 support WIA out-of-school Youth Services.

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

4 Section 1. DOCUMENT INCORPORATION.

5 The following documents are attached hereto as exhibits and incorporated
6 herein and made a part hereof by this reference as if set forth in full herein:

7 A. The Prime Contract, Exhibit "A", and any extension or continuation
8 thereof or any grant agreement which is the successor thereto which authorizes a training
9 and employment program for the economically disadvantaged, unemployed and
10 underemployed persons, and the documents incorporated therein and attachments
11 thereto, including the assurances and certifications made by the State to the City.

12 B. Contractor's program description, statement of work performed,
13 Contractor's operation plan for participants, program conditions and standards for
14 Contractor's performance under this Contract (collectively, the "Statement of Work")
15 attached hereto as Exhibit "B".

16 C. The Project Budget ("Budget") for the WIA Youth Program services
17 to be provided by Contractor (the "Services") attached hereto as Exhibit "C".

18 D. The Program Planning Summary ("PPS") attached hereto as Exhibit
19 "D".

20 Contractor and City agree to be bound by all the terms, conditions and
21 provisions contained in the Prime Contract, the Application, the Statement of Work,
22 Budget and PPS(collectively, the "Contract Documents").

23 Contractor hereby agrees to assume full responsibility for the performance
24 of the operation, coordination and administration of such program pursuant to all the
25 terms and conditions of Exhibits "B", "C" and "D" to the extent that said documents are
26 applicable to the delivery of services by Contractor hereunder; and the parties hereto
27 agree to perform all duties, obligations and tasks to be performed by each party under
28 the Contract Documents.

1 In the event there is any conflict between the provisions of this Contract and
2 the provisions of the Prime Contract, including the attachments thereto and the
3 documents incorporated therein, as presently worded or amended in the future, the
4 parties agree that the provisions of the Prime Contract shall control.

5 Contractor shall conduct training and employment activities in accordance
6 with the provisions of the Contract Documents.

7 SECTION 2. TERM.

8 The term of this Contract ("Term") shall be deemed to have commenced as
9 of June 29, 2012, and unless sooner terminated pursuant to the provisions hereof, shall
10 terminate on June 30, 2013. Either of the parties hereto shall have the right to terminate
11 this Contract in its entirety at any time during the Term for any or no reason whatsoever
12 by giving fifteen (15) days prior written notice of termination to the other party. City shall
13 have the additional right to cancel any part of this Contract at any time during the Term
14 for any reason whatsoever by giving fifteen (15) days notice of such cancellation to the
15 Contractor.

16 Notwithstanding the foregoing, the City shall have the right to terminate and
17 cancel this Contract without notice, in its sole discretion, if the actions or non-action of
18 Contractor subjects the City to liability, legal obligations or program operation obligations
19 beyond the liability and obligations under the Contract Documents. If this Contract is
20 terminated prior to the expiration of the Term, Contractor shall be reimbursed for all
21 eligible program allowable costs which have been accrued but not paid through the
22 effective date of termination. Contractor agrees to accept such amount, plus all amounts
23 previously paid, as full payment and satisfaction of all obligations of City to Contractor.

24 SECTION 3. AWARD UNDER SPECIAL CONDITIONS.

25 The City may award a contract under special conditions if it determines the
26 Contractor as "high risk" under the following categories:

27 (a) (1) A history of unsatisfactory performance, or (2) Is not financially
28 stable, or (3) Has a management system which does not meet the management

1 standards, or (4) Has not conformed to terms and conditions of previous awards, or (5) Is
2 otherwise not responsible; and if the City determines that an award will be made, special
3 conditions and/or restrictions shall correspond to the high risk condition and shall be
4 included in the award.

5 (b) Special conditions or restrictions may include: (1) Payment on a
6 reimbursement basis; (2) Withholding authority to proceed to the next phase until receipt
7 of evidence of acceptable performance within a given funding period; (3) Requiring
8 additional, more detailed financial reports; (4) Additional project monitoring; (5) Requiring
9 the Contractor to obtain technical or management assistance; or (6) Establishing
10 additional prior approvals.

11 (c) If the City decides to impose such conditions, the City will either include
12 such corrective action in the Statement of Work or notify the Contractor as early as
13 possible, in writing, of: (1) The nature of the special conditions/restrictions; (2) The
14 reason(s) for imposing them; (3) The corrective actions which must be taken before they
15 will be removed and the time allowed for completing the corrective actions and (4) The
16 method of requesting reconsideration of the conditions or restrictions imposed.

17 SECTION 4. PERFORMANCE REVIEW.

18 After each quarter during the Term, the City will conduct a review of
19 Contractor's performance by comparing the Contractor's planned performance and/or
20 contract earning levels with the actual performance and contract earning levels achieved
21 by Contractor. If the Contractor is ten percent (10%) or more below their planned total at
22 the end of the first quarter or any quarter thereafter, the City has the right to unilaterally
23 cancel the contract or deobligate funds up to the amount of the under expenditure or
24 underperformance. Alternatively, upon review and approval of the City, Contractor may
25 be allowed to submit a corrective action plan demonstrating that program performance is
26 attainable and expenditure levels can be met. At the discretion of the City, Contractor
27 may be allowed to continue program services.

28 Underperformance at the end of the second quarter or any quarter

1 thereafter, shall permit the City to unilaterally cancel this Contract or, in the alternative
2 and at the sole discretion of the City, deobligate funds from this Contract up to the
3 amount of the underexpenditures.

4 SECTION 5. CONTRACT AMOUNT AND PAYMENT.

5 The total amount which shall be payable by City to Contractor for
6 Contractor's allowable services during the Term shall not exceed Ninety-Nine Thousand
7 Four Hundred Twenty-Four Dollars (\$99,424.00).

8 The City shall, in due course, reimburse the Contractor for the actual,
9 allowable, reasonable and necessary costs and expenses incurred by Contractor in the
10 performance of this Contract which are authorized and approved by Exhibit "C" and are in
11 accordance with and pursuant to the Prime Contract, to the extent that such Prime
12 Contract is applicable to the Contractor's performance hereunder.

13 Payment to the Contractor shall be limited to the amounts specified in
14 Exhibit "C" for the categories, criteria and rates established in said Attachment. The
15 allocation of the total contract amount among the items in the Budget may vary by as
16 much as ten percent (10%) without the approval by Workforce Investment Board's
17 Executive Director ("Executive Director"). Additionally, Contractor may, with the prior
18 written approval of the Executive Director or his designee, make adjustments within and
19 among the categories of expenditures in the Budget in excess of ten percent (10%), and
20 modify the performance to be rendered hereunder as provided in Exhibit "B"; provided,
21 however, that any such adjustment in expenditures shall not result in an increase in the
22 amount of the total contract. The agent or representative of Contractor who signs as the
23 maker of checks or drafts or in any manner authorizes the disbursement of said funds or
24 expenditure of same shall be covered by a blanket fidelity or comprehensive crime bond
25 regarding the handling of said funds in an amount set out in Section 13, paragraph E of
26 this Contract.

27 Contractor shall not charge nor receive compensation under this Contract
28 for any services or expenses unless said services or expenses are directly and

1 exclusively related to the purposes of this Contract, and provided that payment is not also
2 received by Contractor from some other source for said services or expenses.

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

8 All payments to Contractor by the City will be based upon invoices and the
9 necessary supporting documents which the State and the City may require Contractor to
10 submit. The expenditure of all funds shall be accounted for promptly and submitted with
11 the funded "Period of Availability" for the program year. Reimbursement will not be made
12 for claims generated beyond contract end date or ninety (90) days after the contract end
13 date for properly accrued expenditures. Contractor shall keep separate detailed
14 accounts for each expenditure for each component part of this project.

15 Public or private non-profit contractor revenues in excess of costs are
16 considered program income or profits in accordance with Code of Federal Regulations
17 definition of "Income" pursuant to 29 CFR 97.32(2). When authorized, program income
18 may be added to the funds committed to the grant agreement. The program income shall
19 be used for the purposes and under the conditions of the grant agreement or as
20 amended unless the Governor of the State of California requires that such income be
21 turned over to the State.

22 SECTION 6. RECORDS.

23 Records relating to the performance of this Contract shall be kept and
24 maintained by Contractor in accordance with the manner and method prescribed by
25 applicable State regulations and guidelines and City requirements, and will be current,
26 complete and available for purposes of inspection and audit during business hours as
27 deemed necessary upon request by representatives of federal, state and local agencies.

28 Contractor shall provide access to all documents and materials related to

1 this Contract and shall provide any information that the City, or its designee requires in
2 order to monitor and evaluate Contractor's performance hereunder. All such records
3 shall be maintained and accessible for a period of seven (7) years from the expiration or
4 earlier termination of this Contract.

5 SECTION 7. FINANCIAL REPORTS.

6 Contractor shall promptly distribute to the City Manager or his designee
7 copies of all correspondence including, but not limited to, financial, operational and
8 performance reports which Contractor submits to or receives from the State. Contractor
9 shall provide such other reports, documents or information as may be requested or
10 required by the City or the State within three (3) days of written request. Upon expiration
11 or earlier termination of this Contract, and within the time and in the manner prescribed
12 by the City, the Contractor shall perform all necessary close-out procedures required by
13 the State and the City, including preparation of close-out reports and transmittal to the
14 City of all documents in the possession of Contractor which relate to the Conduct of the
15 Program, within the time and in the manner prescribed by the City. Final payment to the
16 Contractor under this Contract will be paid only after the City has determined that
17 Contractor has satisfactorily completed said close-out procedures.

18 If the Contractor is subject to the Single Audit Act (SAA), the Contractor
19 shall include this Contract within the scope of the SAA audit. A copy of the SAA final
20 audit report shall be delivered by Contractor to the City of Long Beach within thirty (30)
21 calendar days after its request and, in any event, no later than six (6) months after the
22 end of the then-current fiscal year of Contractor. In the event the Contractor fails to
23 comply with this requirement, the Contractor shall be liable for any costs incurred by City
24 for a substitute audit or review.

25 SECTION 8. ACCOUNTING PROCEDURES.

26 On a monthly basis, commencing on the last day of the month next
27 succeeding the Effective Date of this Contract, the Contractor will submit an invoice with
28 supporting documentation for payment based upon the cost categories in Attachment "B".

1 These invoices will be due by the tenth (10th) working day after the end of each month.
2 Contractor shall complete the monthly payment requests in the format required by the
3 City.

4 The Contractor will establish separate account numbers within its
5 accounting system to account for the expenditures and revenues of this Contract. The
6 Contractor's accounting system will be in compliance with all applicable procedures and
7 Federal and State authorities having jurisdiction over this Contract, and shall be
8 consistent with the fiscal and accounting procedures, including accruals set forth herein.
9 Without limiting the generality of the foregoing, the Contractor shall adhere to the
10 following fiscal and accounting procedures:

11 A. Maintain a bank account and perform monthly bank reconciliations.

12 1. Deposit all receipts in the bank account promptly and intact.
13 (Do not pay any expense directly out of cash receipts).

14 2. Maintain bank validated copies for every deposit slip in
15 chronological order. Each deposit slip should include sufficient detail to explain
16 the source of the funds being deposited. (This may be done by recording the
17 details on the deposit slip or by attached supporting documentation which may
18 have been received with the receipts).

19 3. Disburse all funds by check, preferably signed by two (2)
20 employees, neither of whom is the bookkeeper or the accounting clerk.

21 B. Designate specific employees to perform each of the following
22 functions:

23 1. Receipt for goods and services provided to Contractor.
24 2. Approve the purchase of goods and services for Contractor.
25 3. Approve employee time sheets.
26 4. Each above function shall be designated to a different
27 employee.

28 C. Maintain documented support for every check written which should

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include:

1. Original invoice from each vendor.
2. Indication by signature and date of an authorized employee that the goods or services were received by the Contractor. This may be done on a separate receiving report, a copy of a packing slip or on the invoice itself.
3. Indication that the goods or services were approved for purchase by an authorized individual. This should be by signature and date and should appear on the invoice or on the purchase order or purchase requisition, if such is used by the Contractor.

D. Maintain a copy of each invoice submitted to the Operations Division with copies of all supporting documents.

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

1. Bank statements and bank reconciliations.
2. Deposit slips and supports.
3. Checks and supports.
4. Time sheets or documentation to verify Contractor's labor costs.
5. Cash receipts and cash disbursement journals.
6. Requests for reimbursement and supports.
7. Financial statements.

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

G. Contractor must adhere to all audit requirements as outlined in Contractor's respective OMB Circular, 29 CFR 95, and 29 CFR Part 96, and A 133, 29 CFR 97.26 and 29 CFR 95.26 as applicable.

All invoices and billings will be considered final and must be submitted within forty-five (45) calendar days from the end of the Term. Resolution of disputed

1 matters must be resubmitted within fifteen (15) calendar days from date mailed to
2 Contractor. City, in its sole discretion, may elect not to pay any invoices or billings
3 submitted after the cut-off date, or if funding is no longer available.

4 SECTION 9. INDEPENDENT CONTRACTOR STATUS.

5 It is distinctly understood that in the performance of this Contract, the
6 Contractor shall at all times be considered a wholly independent contractor and that
7 Contractor's obligations to and authority from the City are solely as are preserved by this
8 Contract. Contractor expressly warrants that it will not, at any time, hold itself out or in
9 any manner represent that Contractor or any of its agents, volunteers, subscribers,
10 members, officers or employees are in any manner the officers, employees or agents of
11 the City or the Pacific Gateway Workforce Investment Network (Network), an
12 unincorporated non-profit association. Contractor shall not have any authority to bind the
13 City or Network at any time or for any purpose. Contractor nor any of Contractor's
14 officers, employees or agents shall have any power or authority as agents or employees
15 of the City or Network and shall not be entitled to any of the rights, privileges or benefits
16 of a City or Network employee.

17 SECTION 10. ASSIGNMENT.

18 Contractor shall not delegate its duties or assign its rights hereunder, either
19 in whole or in part, without the prior written consent of the City.

20 SECTION 11. INDEMNIFICATION AND HOLD HARMLESS.

21 Contractor expressly agrees to defend, protect, indemnify and hold the
22 Network, the City, their respective officers, employees and agents ("Indemnified Parties"),
23 free and harmless from and against any and all claims, damages, expenses, loss or
24 liability of any kind or nature whatsoever growing out of, or resulting from the acts or
25 omissions of Contractor, its officers, agents or employees in the performance of this
26 Contract. Contractor shall, at its own cost, expense and risk, defend all claims or legal
27 actions that may be instituted against either the Indemnified Parties and Contractor shall
28 pay any settlement entered into or satisfy any judgment that may be rendered against

1 either the Indemnified Parties as a result of said acts or omissions of Contractor, its
2 officers, agents or employees in the performance of this Contract.

3 SECTION 12. EMPLOYMENT TRAINING ACT CLAUSES.

4 Contractor shall administer contract within the policies and procedures
5 mandated by the Workforce Investment Act of 1998 and the Network and agrees to
6 comply with the following contract clauses, as applicable, during the duration of the
7 contract period:

- 8 1. Compliance with requirements and/or regulations related to patent rights,
9 copyrights, and rights in data;
- 10 2. Maintenance of records for 7 years;
- 11 3. The Equal Employment Opportunity Act provisions;
- 12 4. The Americans with Disabilities Act of 1990;
- 13 5. The Contract Work Hours and Safety Standards Act;
- 14 6. The Clean Air Act and Environmental Protection Agency regulations;
- 15 7. The Energy Policy Conservation Act;
- 16 8. The Bryd Anti-Lobbying Amendment;
- 17 9. Veteran's Priority Provisions;
- 18 10. Whistle Blower Protection;
- 19 11. Buy American Requirements.

20 SECTION 13. INSURANCE.

21 Concurrent with the execution of this Contract by Contractor, as a condition
22 precedent to the effectiveness of this Contract, and in partial performance of the
23 obligations of indemnity assumed by Contractor under Section 11 above, Contractor shall
24 procure and maintain during the Term at Contractor's expense:

- 25 A. Comprehensive General Liability in an amount not less than Two
26 Million Dollars (\$2,000,000.00) combined single limit for each occurrence or Four Million
27 Dollars (\$4,000,000.00) General Aggregate for bodily injury, personal injury and property
28 damage. The Indemnified Parties shall be covered as insureds in respect to liability

1 arising out of activities performed by or on behalf of the Contractor and coverage shall be
2 in a form acceptable to the Risk Manager of the City ("Risk Manager").

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

6 C. Workers' Compensation as required by the Labor Code of the State
7 of California and Employers' Liability Insurance with limits of one Million Dollars
8 (\$1,000,000.00) per occurrence.

9 D. Accidental Medical, Death and Dismemberment Insurance for all
10 participants not entitled to workers' compensation benefits under the provisions of
11 Section 3700 of the Labor Code of the State of California, unless this requirement has
12 been waived in writing by the Risk Manager. Said insurance shall have limits of not less
13 than One Hundred Thousand Dollars (\$100,000.00) Accidental Medical and Twenty-Five
14 Thousand Dollars (\$25,000.00) Accidental Death and Dismemberment.

15 E. Blanket Honesty or Comprehensive Crime Bond in an amount of fifty
16 percent (50%) of sums payable under this Contract, or Twenty-Five Thousand Dollars
17 (\$25,000.00), whichever is higher, to safeguard the proper handling of funds by those
18 employee's agents or representatives of the Contractor who sign as the maker of checks
19 or drafts or in any manner authorize the disbursement or expenditure of said funds.

20 Each insurance policy shall be endorsed to provide that coverage shall not
21 be cancelled by either party, reduced in amount or in limits, except after thirty (30) days
22 prior written notice has been given to the City. All such insurance shall be primary and
23 not contributing to any other insurance or self-insurance maintained by the Indemnified
24 Parties.

25 The insurance required hereunder shall be placed with carriers admitted to
26 write insurance in California, or carriers with a rating of or equivalent to A:VIII by A.M.
27 Best Company and may be subject to such self-insurance or deductible as may be
28 approved by the Risk Manager. Any Contractors which Contractor may use in the

1 performance of services under this Contract shall be required to maintain insurance in
2 accordance with the requirements here in Section 13.

3 Contractor shall furnish the City with certificates of insurance and with
4 original endorsements affecting coverage as required above. The certificates and
5 endorsements for each insurance policy shall be signed by a person authorized by that
6 insurer to bind coverage on its behalf. Policies written on a "claims made" basis shall
7 provide for an extended reporting period of not less than One Hundred Eighty (180) days.
8 No claims made policies shall be acceptable to City unless the City Manager determines
9 that no occurrence policy is available in the market for the particular risk being insured.
10 Any modification or waiver of the insurance requirements contained in this Contract shall
11 only be made with the written approval of the Risk Manager in accordance with
12 established city policy.

13 SECTION 14. DRUG-FREE WORKPLACE.

14 Contractor shall comply with Government Code Sections 8350 et seq. and
15 29 CFR Part 98, in matters relating to providing a drug-free workplace including, but not
16 limited to, the following:

17 A. Publishing a statement notifying employees that unlawful
18 manufacture, distribution, dispensation, possession, or use of a controlled substance is
19 prohibited and specifying actions to be taken against employees for violations, as
20 required by Government Code Section 8355(a).

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

- 23 1. The dangers of drug abuse in the workplace,
- 24 2. The person's or organization's policy of maintaining a drug-
25 free workplace;
- 26 3. Any available counseling, rehabilitation and employee
27 assistance programs, and
- 28 4. Penalties that may be imposed upon employees for drug

1 abuse violations.

2 C. Ensuring that every employee who provides services under this
3 Contract:

4 1. Will receive a copy of Contractor's drug-free policy statement,
5 and

6 2. Will agree to abide by the terms of Contractor's statement as
7 a condition of employment on this Contract:

8 Payments due Contractor may be subject to suspension or termination for
9 failure to carry out the requirements of Government Code Sections 8350 et seq. and 29
10 CFR Part 98, Debarment and Suspension; Drug Free Workplace. As provided in
11 Government Code Section 8357, the City shall not be required to ensure that Contractor
12 provides a drug-free workplace.

13 SECTION 15. NON-DISCRIMINATION.

14 In connection with performance of this Contract and as refined by
15 applicable federal laws, rules and regulations, Contractor shall not discriminate in
16 employment or in the performance of this Contract on the basis of race, religion, national
17 origin, color, age, sex, sexual orientation, gender identify, AIDS, HIV status, handicap, or
18 Disability.

19 It is the policy of the City to encourage the participation of Disadvantaged,
20 Minority and Women-Owned Business Enterprises in City's procurement process, and
21 Contractor agrees to use its best efforts to carry out this policy in the award of all
22 approved subcontracts to the fullest extent consistent with the efficient performance of
23 this Contract. Contractor may rely on written representations by Contractors regarding
24 their status. Contractor shall report to City in March and in September or, in the case of
25 short-term agreements, prior to invoicing for final payment, the names of all sub-
26 consultants engaged by Contractor for this Project and information on whether or not they
27 are a Disadvantaged, Minority or Women-Owned Business Enterprise, as defined in
28 Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

1 SECTION 16. CONFIDENTIALITY.

2 Contractor shall keep confidential all financial, operations, and performance
3 records relating to its performance of this Contract ("Data") and shall not disclosed the
4 Data or use the Data directly or indirectly other than in the course of services provided
5 hereunder. The obligation of confidentiality shall continue following expiration or earlier
6 termination of this Contract. In addition, Contractor shall keep confidential all information,
7 whether written or oral, or visual, obtained by any means whatsoever in the course of
8 Contractor's performance hereunder for the same period of time. Contractor shall not
9 disclose Data to any third party, nor use it for Contractor's own benefit or the benefit of
10 others without first obtaining the prior written authorization and consent of the City.

11 All Data and other information, in whatever form or medium, compiled or
12 prepared by Contractor in performing its services or furnished to Contractor by City shall
13 be the property of City and City shall have the unrestricted right to use or disseminate
14 same without payment of further compensation to Contractor. Copies of Contractor's
15 work product may be retained by Contractor for its own records.

16 SECTION 17. BREACH OF CONFIDENTIALITY.

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

- 19 (a) Contractor demonstrates Contractor knew prior to the time
20 City disclosed it; or
21 (b) Is or becomes publicly available without breach of this
22 Contract by Contractor; or
23 (c) A third party who has a right to disclose such information does
24 so to Contractor without restrictions on further disclosure; or
25 (d) Must be disclosed pursuant to subpoena, court order, state or
26 federal WIA rules and regulations, federal Department of Labor rules and
27 regulations, or the rules and regulations of any other governmental agency having
28 jurisdiction over WIA administration.

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SECTION 18. NOTICES.

All notices required or given pursuant to the provisions hereof may be served either by: (1) enclosing the same in a sealed envelope addressed to the party intended to receive the same at the address indicated herein and deposited postage prepaid, in the U.S. Postal Service as certified mail, return receipt requested, or (2) personal service. Such notices shall be effective on the date personal service is effected or the date of the signature on the return receipt. For the purposes hereof, the address of the City and the proper party to receive any such notices on its behalf is the City Manager, City Hall, 333 West Ocean Boulevard, Long Beach, California, 90802; and the Contractor's address for service of any such notices shall be 800 W. Pacific Coast Highway, Long Beach, CA 90806, attn: Janet McCarthy-Wilson, Telephone (562) 435-3411, Fax No. (562) 624-9502.

SECTION 19. CONTRACT ADMINISTRATION.

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

SECTION 20. CORPORATE STATUS.

If the Contractor is a corporation, Contractor shall, as a condition precedent to the effectiveness of this Contract, submit to City proof of good standing of the corporate status.

SECTION 21. ENTIRE AGREEMENT.

This document fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. Except for the adjustments of Exhibits "B" and "C" as provided in Section 5 hereof, no addition to or alteration of the terms of this Contract whether by written or oral understanding of the parties, their officers, agents or employees shall be valid unless made in writing and formally adopted in the same manner as this Contract.

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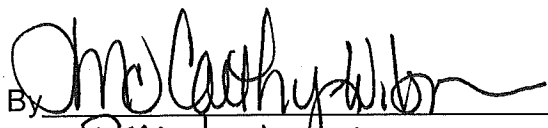
OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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

GOODWILL SERVING THE PEOPLE OF SOUTHERN LOS ANGELES, a Non-Profit Corporation

Dated: August 01, 2012

By 
Title President & CEO

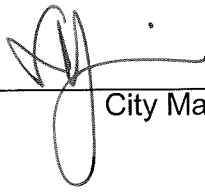
Dated: _____, 2012

By _____
Title _____

"Contractor"

CITY OF LONG BEACH, a municipal corporation

Dated: 9.6, 2012

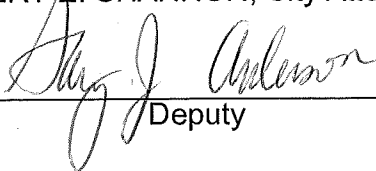
By  Assistant City Manager
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

The foregoing Contract is hereby approved as to form this 7th day of August, 2012.

ROBERT E. SHANNON, City Attorney

By  Deputy

WIA SUBGRANT AGREEMENT

REGISTRATION NO: K386302
 MODIFICATION NO: NEW
 SUBGRANTEE CODE: LBC

PACIFIC GATEWAY WRKFCR INV NET

SUBGRANTOR: State of California
 Employment Development Dept.
 Workforce Services Division
 P.O. Box 826880, MIC 69
 Sacramento, CA 94280-0001

SUBGRANTEE: PACIFIC GATEWAY WRKFCR INV NET
 3447 ATLANTIC AVENUE
 LONG BEACH, CA 90807

GOVERNMENTAL ENTITY: YES

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Subgrantor, and the PACIFIC GATEWAY WRKFCR INV NET, hereinafter the Subgrantee. The Subgrantee agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved WIA Local Plan for the above named Subgrantor filed with the Subgrantor pursuant to the Workforce Investment Act (WIA). This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

Funding Detail Chart
 General Provisions and standards of Conduct
 Title I-Y (WIA TITLE I YOUTH FORMULA)

Exhibit AA, pages 1 through 1
 Exhibit BB, pages 1 through 14
 Exhibit DD, pages 1 through 1

APPROVED AS TO FORM

May 14, 2012
 ROBERT E. SHANNON, City Attorney
 By *Gary J. Anderson*
 GARY J. ANDERSON
 DEPUTY CITY ATTORNEY

ALLOCATION(s): The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter "TOTAL":	PRIOR AMOUNT: \$0.00 INCREASE/DECREASE: \$2,207,416.00 TOTAL: \$2,207,416.00 ✓
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TERMS OF AGREEMENT: From 04/01/2012 to 06/30/2014
 Terms of Exhibits are as designated on each exhibit

PURPOSE: To initiate the Program Year (PY) 2012-13 WIA subgrant and incorporate WIA Youth formula funding under grant code 301. The term of these funds are from 04-01-12 to

APPROVED FOR SUBGRANTOR (EDD) (By Signature)	APPROVED FOR SUBGRANTEE (By Signature) <i>Patrick H. West</i> 5-24-12
Name and Title MICHAEL EVASHENK CHIEF WORKFORCE SERVICES DIVISION	Name and Title Patrick H. West City Manager
I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein:	This Agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal. Atty. Gen. 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance:
Signature of EDD Accounting Officer	Signature of EDD Contract Officer

WIA
SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

Exhibit AA
Page 1 of 1

SUBGRANTEE NAME: PACIFIC GATEWAY WRKPRC INV NET

SUBGRANT NO: K386302
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I. ALLOCATION

FUNDING SOURCE	PRIOR AMOUNT	INCREASE	DECREASE	ADJUSTED ALLOCATION
TITLE I-Y: YOUTH				
96102 WIA TITLE I YOUTH FORMULA (301) : 04/01/2012 to 06/30/2014 ✓ Prog/Element 61/.00 Ref 101 Fed Catlg 417259	\$0.00	\$2,207,416.00 ✓	\$0.00	\$2,207,416.00
TOTAL TITLE I-Y	\$0.00	\$2,207,416.00	\$0.00	\$2,207,416.00
GRAND TOTAL:	\$0.00	\$2,207,416.00	\$0.00	\$2,207,416.00

All references are to the Workforce Investment Act of 1998, Title I, unless otherwise noted. For modifications purposes only. All other terms and conditions of this exhibit not included herein remain unchanged.

EXHIBIT COVER SHEET

SUBGRANT NO: K386302
MODIFICATION NO: 00

EXHIBIT DD
Page 1 OF 1

SUBGRANTEE: PACIFIC GATEWAY WRKFRC INV NET
FUNDING SOURCE: WIA TITLE I YOUTH FORMULA 301

TERM OF THESE FUNDS: 04/01/2012 TO: 06/30/2014

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

The purpose of this action is to initiate this Local Workforce Investment Area's (LWIA) new Program Year (PY) 2012-13 Workforce Investment Act (WIA) Title I subgrant agreement and to incorporate WIA Youth formula funding into Grant Code (GC) 301. The amount in GC 301 represents this LWIA's entire youth formula allocation for PY 2012-13. The term dates for these funds is April 1, 2012 to June 30, 2014.

The LWIA will operate the WIA program in accordance with the approved Workforce Investment Plan on file in the Workforce Services Division of the Employment Development Department, P.O. Box 826880, MIC 50, Sacramento, CA 92480-0001.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA (3/2000)

WIA SUBGRANT AGREEMENT

Subgrantee: PACIFIC GATEWAY WRKPRC INV NET

Exhibit BB
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1. Compliance

In performance of this subgrant agreement, Subgrantee will fully comply with:

- a). The provisions of the Workforce Investment Act (WIA) and all regulations, legislation, directives, policies, procedures and amendments issued pursuant thereto.
- b). All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement the WIA.
- c). The provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to Department of Labor (DOL) job training programs
- d). Subgrantee will ensure diligence in managing programs under this subgrant agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of the WIA. Subgrantee agrees to conform to the provisions of the WIA and the contract requirements as referenced in 29 CFR Part 95, Appendix A and 29 CFR, Part 97.36(i) (1-13).

This subgrant agreement contains the entire agreement of the parties and supersedes all negotiations; verbal or otherwise and any other agreement between the parties hereto. This subgrant agreement is not intended to and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the Subgrantor and the Subgrantee. Subgrantee represents and warrants it is free to enter into and fully perform this subgrant agreement.

2. Certification/Assurances

Except as otherwise indicated, the following certifications apply to all Subgrantee's.

- a). Corporate Registration: The Subgrantee, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.
- b). The Subgrantee agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA. (42 U.S.C.12101 et seq.
- c). Sectarian Activities: The Subgrantee certifies that this subgrant agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- d). National Labor Relations Board: The Subgrantee (if not a public entity), by signing this subgrant agreement, does swear under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Subgrantee within the immediately preceding two-year period because of Subgrantee's failure to comply with an order of a federal court, which orders the Subgrantee to comply with an order of the National Labor Relations Board (PCCI0296).
- e). Prior Findings: Subgrantee, by signing this subgrant agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous subgrant agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
- f). Drug-Free Workplace Certification: By signing this subgrant agreement the Subgrantee hereby certifies under penalty of perjury under the laws of the State of California that the Subgrantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - (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.
 - (2). Establish a Drug-Free Awareness Program as required to inform employees about:
 - the dangers of drug abuse in the workplace;
 - the person's or organization's policy of maintaining a drug-free workplace;
 - any available counseling, rehabilitation and employee assistance programs; and,
 - penalties that may be imposed upon employees for drug abuse violations.
 - (3). Every employee who works on this subgrant agreement will:
 - receive a copy of the company's drug-free policy statement; and,
 - agree to abide by the terms of the company's statement as a condition of employment on the subgrant/contract.
- g). Child Support Compliance Act: In accordance with the Child Support Compliance Act, the

Subgrantee recognizes and acknowledges:

- (1). The importance of child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and that to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).
- h). Debarment and Suspension Certification: By signing this subgrant agreement, the Subgrantee hereby certifies under penalty of perjury under the laws of the State of California that the Subgrantee will comply with regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98.510, that the prospective participant (i.e., grantee), to the best of its knowledge and belief, that it and its principals:
 - (1). Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - (2). Have not within a three-year period preceding this subgrant agreement been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
 - (3). Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Section 2 of this certification.
 - (4). Have not within a three year period preceding this subgrant agreement had one or more public transactions (federal, state or local) terminated for cause of default.

Where the Subgrantee is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

- i). Lobbying Restrictions: By signing this subgrant agreement the Subgrantee hereby assures and certifies to the lobbying restrictions which are codified in the DOL regulations at 29 CFR Part 93.
 - (1). No federal appropriated funds have been 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 this federal contract, grant loan, or 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, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this subgrant 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 the lobbying restrictions be included in the award documents for subgrant agreement transactions over \$100,000 (per OMB) at all tiers (including subgrant agreements, contracts and subcontracts, under grants, loan, or cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
 - (4). This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and 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 failure.

j). Priority Hiring Considerations:

If this subgrant includes services in excess of \$200,000, the Subgrantee shall give priority consideration in filling vacancies in positions funded by the subgrant to qualified recipients of aid under Welfare and Institutions Section Code 11200 in accordance with Public Contract Code 10353.

k). Sweatfree Code of Conduct:

- 1). All Subgrantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other

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than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Subgrantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

- 2). The Subgrantee agrees to cooperate fully in providing reasonable access to the subgrantees' records, documents, agents or employees, or premises if reasonably required by authorized officials of the Subgrantor, the Department of Industrial Relations, or the Department of Justice to determine the subgrantees' compliance with the requirements under paragraph a of the Sweatfree Code of Conduct.
- 1). Unenforceable Provision: In the event that any provision of this subgrant agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this subgrant agreement have force and effect and shall not be affected hereby.
- m). Nondiscrimination Clause
 - 1). The conduct of the parties to this subgrant agreement will be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated there under and the provisions of WIA, Section 188.
 - (a). As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I - financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I-financially assisted program or activity, and to all agreements that grant applicant makes to carry out the WIA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.
 - (b). This Subgrantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the subgrant agreement.
 - (c). This Subgrantee agrees to conform to nondiscrimination provisions of the WIA and other federal nondiscrimination requirements referenced in 29 CFR, Part 37.
- n). Indemnification:
 - 1). The following provision applies only if the Subgrantee is a governmental entity:

Pursuant to the provision of Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.
 - 2). The following provision applies only if the Subgrantee is a non-governmental entity:

The Subgrantee agrees to the extent permitted by law, to indemnify, defend and save harmless the Subgrantor, its officers, agents and employees from any and all claims and

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losses accruing or resulting to any and all contractors, subcontractors, materials persons, laborers and any other persons, firms or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by the Subgrantee in the performance of this subgrant agreement.

Failure to comply with all requirements of the certifications in Section 2 may result in suspension of payment under this subgrant agreement or termination of this subgrant agreement or both, and the Subgrantee may be ineligible for award of future state subgrant agreements/contracts if the department determines that any of the following has occurred: (1) false information on the certifications, or (2) violation of the terms of the certifications by failing to carry out the requirements as noted above.

o). Salary and Bonus Limitations:

In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006, shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the States, the compensation levels for programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter number 5-06 for further clarification.

The incurrence of costs and receiving reimbursement for these costs under this award certifies that your organization has read the above special condition and is in compliance.

p). Clean Air and Water Act:

For subgrants in excess of \$100,000, compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)); Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR 15, revised as of July 1, 1989).

3. Standards of Conduct

The following standards apply to all Subgrantees.

- a). General Assurance: Every reasonable course of action will be taken by the Subgrantee in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This subgrant agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. Subgrantee agrees to conform to the nondiscrimination requirements as referenced in WIA, Section 188.
- b). Avoidance of Conflict of Economic Interest: An executive or employee of the Subgrantee, an elected official in the area or a member of the Local Board, will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by the Subgrantee or Subgrantor: Supplies, materials, equipment or services purchased with subgrant agreement funds will be used solely for purposes allowed under this subgrant agreement. No member of the Local Board 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 immediate family of the member) or any business or organization which the member directly represents.

4. Coordination

Subgrantee will, to the maximum extent feasible, coordinate all programs and activities supported under this part with other programs under the WIA, including the Wagner-Peyser Act, Title 38 of the United States Code, and other employment and training programs at the state and local level.

Subgrantee will consult with the appropriate labor organizations and/or employer representatives in the design, operation or modification of the programs under this subgrant agreement.

5. Subcontracting

- a). Any of the work or services specified in this subgrant agreement which will be performed by other than by the Subgrantee will be evidenced by a written agreement specifying the terms and conditions of such performance.
- b). The Subgrantee will maintain and adhere to an appropriate system, consistent with federal,

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state and local law, for the award and monitoring of contracts which contain acceptable standards for insuring accountability.

- c). The system for awarding contracts will contain safeguards to insure that the Subgrantee does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

6. Insurance

Except for city and county governmental entities, Subgrantees must provide the Subgrantor evidence of the coverage specified in a, b, c and d below. The evidence of coverage shall include the registration number of the subgrant agreement for identification purposes.

- a). Subgrantee will obtain a fidelity bond in an amount of not less than _____, prior to the receipt of funds under this subgrant agreement. If the bond is canceled or reduced, Subgrantee will immediately so notify the Subgrantor. In the event the bond is canceled or revised, the Subgrantor will make no further disbursements until it is assured that adequate coverage has been obtained.
- b). Subgrantee will provide general liability insurance with a combined limit of \$1,000,000 or public liability and property damage coverage with a combined limit of not less than \$1,000,000.
- c). Subgrantee will provide broad form automobile liability coverage with limits as set forth in (b) above, which applies to both owned/leased and non-owned automobiles used by the Subgrantee or its agents in performance of this subgrant agreement, or, in the event that the Subgrantee will not utilize owned/leased automobiles but intends to require employees, trainees or other agents to utilize their own automobiles in performance of this subgrant agreement, Subgrantee will secure and maintain on file from all such employees, trainees or agents a self-certification of automobile insurance coverage.
- d). Subgrantee will provide Worker's Compensation Insurance, which complies with provisions of the California Labor Code, covering all employees of the Subgrantee and all participants enrolled in work experience programs. Medical and Accident Insurance will be carried for those participants not qualifying as "employee" (Section 3350, et seq. of the California Labor Code) for Worker's Compensation.
- e). The Subgrantor will be named as "Certificate Holder" of policies secured in compliance with paragraphs a-d above and will be provided certificates of insurance or insurance company "binders" prior to any disbursement of funds under this subgrant agreement, verifying the insurance requirements have been complied with. The coverage noted in b and c above must contain the following clauses:
- (1). Insurance coverage will not be canceled or changed unless 30 days prior to the effective date of cancellation or change written notice is sent by the Subgrantee to:

Employment Development Department
WIA - Financial Management Unit
P.O. Box 826880, MIC 69
Sacramento, CA 94280-0001
 - (2). State of California, its officers, agents, employees and servants are included as additional insured, but only insofar as the operations under this subgrant agreement are concerned.
 - (3). The State of California is not responsible for payment of premiums or assessments on this policy

7. Resolution

A county, city, district or other local public body must provide the state with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of this subgrant agreement. Preferably resolutions should authorize a designated position rather than a named individual.

8. Funding

It is mutually understood between the parties that this subgrant agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the subgrant agreement was executed after that determination was made.

This subgrant agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate state fiscal years covered by this subgrant agreement for the purposes of this program and; (2) sufficient funds available to the state by the United States Government for the fiscal years covered by this subgrant agreement for the purposes of this program. In addition, this subgrant agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the

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Congress and Legislature which may affect the provisions, terms, or funding of this subgrant agreement in any manner.

- a). At the expiration of the terms of this subgrant agreement or upon termination prior to the expiration of this subgrant agreement, funds not obligated for the purpose of this subgrant agreement will be immediately remitted to the Subgrantor, and no longer available to the Subgrantee.
- b). The Subgrantor retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing the Subgrantee is given prompt notice and the opportunity for an informal review of the Subgrantor's decision. The Chief Deputy Director or his designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of the Subgrantee or a Subcontractor of the Subgrantee to comply with the provisions of this subgrant agreement, or with the WIA or regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.
- c). The local Chief Elected Official (CEO) of a unit of general local government designated as a Local Workforce Investment Area (LWIA) shall be liable to the EDD for all funds not expended in accordance with WIA, and shall return to the EDD all of those funds. If there is more than one unit of general local government in a LWIA, the CEO(s) will be the individual(s) designated under an agreement executed by the CEO(s) of the local units of government. The CEO(s) designated under the agreement shall be liable to the EDD for all funds not expended in accordance with the WIA, and shall return to the EDD all of those funds.

9. Accounting and Cash Management

- a). Subgrantee will comply with controls, record keeping and fund accounting procedure requirements of WIA, federal and state regulations and directives to ensure the proper disbursement of, and accounting for, program funds paid to the Subgrantee and disbursed by the Subgrantee, under this subgrant agreement.
- b). Subgrantee will submit requests for cash to coincide with immediate cash needs and assure that no excess cash is on deposit in their accounts or the accounts of any sub-contracting service provider in accordance with procedures established by the Subgrantor. Failure to adhere to these provisions may result in suspending cash draw down privileges and providing funds through a reimbursement process.
- c). The Subgrantor retains the authority to adjust specific amounts of cash requested if the Subgrantor's records and subsequent verification with the Subgrantee indicate that the Subgrantee has an excessive amount of cash in its account.
- d). Income (including interest income) generated as a result of the receipt of WIA activities, will be utilized in accordance with policy and procedures established by the Subgrantor. Subgrantee will account for any such generated income separately.
- e). Subgrantee shall not be required to maintain a separate bank account but shall separately account for WIA funds on deposit. All funding under this subgrant agreement, will be made by check or wire transfer payable to the Subgrantee for deposit in Subgrantee's bank account or city and county governmental bank accounts. To provide for the necessary and proper internal controls, funds should be withdrawn and disbursed by no less than two representatives of the Subgrantee. The Subgrantor will have a lien upon any balance of WIA funds in these accounts, which will take priority over all other liens or claims.

10. Amendments

This subgrant agreement may be unilaterally modified by the Subgrantor under the following circumstances:

- a). There is an increase or decrease in federal or state funding levels.
- b). A modification to the Subgrant is required in order to implement an adjustment to a Subgrantee's plan.
- c). Funds awarded to the Subgrantee have not been expended in accordance with the schedule included in the approved Subgrantee's plan. After consultation with the Subgrantee, the Subgrantor has determined that funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a manner consistent with state and federal law, regulations and policies, reverting to the Subgrantor.
- d). There is a change in state and federal law or regulation requiring a change in the provisions of this subgrant agreement.
- e). An amendment is required to change the Subgrantees' name as listed on this subgrant agreement. Upon receipt of legal documentation of the name change the state will process the amendment. Payment of invoices presented with a new name cannot be paid prior to

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approval of said amendment.

Except as provided above, this subgrant agreement may be amended only in writing by the mutual agreement of both parties.

11. Reporting

Subgrantee will compile and submit reports of activities, expenditures, status of cash and closeout information by the specified dates as prescribed by the Subgrantor. All expenditure reports must be submitted upon the accrual basis of accounting. Failure to adhere to the reporting requirements of this agreement will result in funds not being released.

12. Termination

This subgrant agreement may be terminated in whole or in part for either of the two following circumstances:

- a). Termination for Convenience - Either the Subgrantor or the Subgrantee may request a termination, in whole or in part, for convenience. The Subgrantee will give a ninety- (90) calendar-day advance notice in writing to the Subgrantor. The Subgrantor will give a ninety (90) calendar-day advance notice in writing to the Subgrantee.
- b). Termination for Cause - The Subgrantor may terminate this subgrant agreement in whole or in part when it has determined that the Subgrantee has substantially violated a specific provision of the WIA regulations or implementing state legislation and corrective action has not been taken.
 - (1). All notices of termination must be in writing and be delivered personally or by deposit in the U. S. Mail; postage prepaid, "Certified Mail-Return Receipt Requested", and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U. S. Postal Service.

Notices to the Subgrantee will be addressed to:

David Gonzalez
Interim Executive Director
3447 Atlantic Ave.
Long Beach, CA 90807

Notices to the Subgrantor will be addressed to:

Employment Development Department
Workforce Services Division
Financial Management Unit
P.O. Box 826880, MIC 69
Sacramento, CA 94280-0001

13. Records

- a). If participants are served under this subgrant agreement, the Subgrantee will establish a participant data system as prescribed by the Subgrantor.
- b). Subgrantee will retain all records pertinent to this subgrant agreement for a period of three years from the date of final payment of this subgrant agreement. If, at the end of three years, there is litigation or an audit involving those records, the Subgrantee will retain the records until the resolution of such litigation or audit. Refer to 29 CFR, Part 97.42(b)(2) or 29 CFR, Part 95.53(b)(1).
- c). The Subgrantor and/or the U. S. DOL, or their designee (refer to 29 CFR, Part 95.48(d) or 29 CFR Part 97.36(i)(10)) will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this subgrant agreement. For purposes of this section, "access to" means that the Subgrantee shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this agreement. The Subgrantee shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the subgrant. Subgrantee's performance under the terms and conditions herein specified will be subject to an evaluation by the Subgrantor of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

14. Audits

- a). The Subgrantee will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. All governmental and non-profit organizations must follow the audit requirements of OMB (single audit or program-specific audit requirement) Circular A-133 (29 CFR 97.26 and 29 CFR 95.26).

- b). The Subgrantee and/or auditors performing monitoring or audits of the Subgrantee or its sub-contracting service providers will immediately report to the Subgrantor any incidents of fraud, abuse or other criminal activity in relation to this subgrant agreement, the WIA, or its regulations.

15. Disallowed Costs

Except to the extent that the state determines it will assume liability, the Subgrantee will be liable for and will repay, to the Subgrantor, any amounts expended under this subgrant agreement found not to be in accordance with WIA including, but not limited to, disallowed costs. Such repayment will be from funds (Non-Federal), other than those received under the WIA.

16. Conflicts

- a). Subgrantee will cooperate in the resolution of any conflict with the U. S. DOL that may occur from the activities funded under this agreement.
- b). In the event of a dispute between the Subgrantor and the Subgrantee over any part of this subgrant agreement, the dispute may be submitted to non-binding arbitration upon the consent of both the Subgrantor and the Subgrantee. An election for arbitration pursuant to this provision will not preclude either party from pursuing any remedy for relief otherwise available.

17. Grievances and Complaint System

Subgrantee will establish and maintain a grievance and complaint procedure in compliance with the WIA, federal regulations and state statues, regulations and policy.

18. Property

All property, whether finished or unfinished documents, data, studies and reports prepared or purchased by the Subgrantee under this subgrant agreement, will be disposed of in accordance with the direction of the Subgrantor. In addition, any tools and/or equipment furnished to the Subgrantee by the Subgrantor and/or purchased by the Subgrantee with funds pursuant to this subgrant agreement will be limited to use within the activities outlined in this subgrant agreement and will remain the property of the United States Government and/or the Subgrantor. Upon termination of this subgrant agreement, Subgrantee will immediately return such tools and/or equipment to the Subgrantor or dispose of them in accordance with the direction of the Subgrantor.

19. Intellectual Property Provisions

a). Federal Funding

In any subgrant funded in whole or in part by the federal government, Subgrantor may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the subgrant, except as provided in 37 Code of Federal Regulations part 401.14. However, pursuant to 29 CFR section 97.34 the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, 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.

b). Ownership

- (1). Except where Subgrantor has agreed in a signed writing to accept a license, Subgrantor shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement.
- (2). For the purposes of this subgrant agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by Subgrantor, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
- (a). 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, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

- (3). In the performance of this subgrant agreement, Subgrantee may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this subgrant agreement. In addition, under this subgrant agreement, Subgrantee may access and utilize certain of Subgrantor's intellectual property in existence prior to the effective date of this subgrant agreement. Except as otherwise set forth herein, Subgrantee shall not use any of Subgrantor's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of Subgrantor. Except as otherwise set forth herein, neither the Subgrantee nor Subgrantor shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this subgrant agreement, Subgrantee accesses any third-party Intellectual Property that is licensed to Subgrantor. Subgrantee agrees to abide by all license and confidentiality restrictions applicable to Subgrantor in the third-party's license agreement.
- (4). Subgrantee agrees to cooperate with Subgrantor in establishing or maintaining Subgrantor's exclusive rights in the Intellectual Property, and in assuring Subgrantor's sole rights against third parties with respect to the Intellectual Property. If the Subgrantee enters into any agreements or subcontracts with other parties in order to perform this subgrant agreement, Subgrantee shall require the terms of the agreement(s) to include all Intellectual Property provisions of paragraph nineteen a) through nineteen i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to Subgrantor all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, subgrantee or subgrantor and which result directly or indirectly from this subgrant agreement or any subcontract.
- (5). Pursuant to paragraph nineteen (b) (4) of the Intellectual Property Provisions in Exhibit BB to this subgrant agreement, the requirement for the Subgrantee to include all Intellectual Property Provisions of paragraph nineteen a) through nineteen i) of the Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to subgrant agreements or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 663.700-730.
- (6). Subgrantee further agrees to assist and cooperate with Subgrantor in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce Subgrantor's Intellectual Property rights and interests.

c). Retained Rights / License Rights

- (1). Except for Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement, Subgrantee shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this subgrant agreement. Subgrantee hereby grants to Subgrantor, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Subgrantee's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this subgrant, unless Subgrantee assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2). Nothing in this provision shall restrict, limit, or otherwise prevent Subgrantee from using any ideas, concepts, know-how, methodology or techniques related to its performance under this subgrant agreement, provided that Subgrantee's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of Subgrantor or third party, or result in a breach or default of any provisions of paragraph nineteen a) through nineteen i) or result in a breach of any provisions of law relating to confidentiality.

d). Copyright

- (1) Subgrantee agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph nineteen (b) (2) (a) of authorship made by or on behalf of

Subgrantee in connection with Subgrantee's performance of this subgrant agreement shall be deemed "works made for hire." Subgrantee further agrees that the work of each person utilized by Subgrantee in connection with the performance of this subgrant agreement will be a "work made for hire," whether that person is an employee of Subgrantee or that person has entered into an agreement with Subgrantee to perform the work. Subgrantee shall enter into a written agreement with any such person that:

(i) all work performed for Subgrantee shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to Subgrantee or to any work product made, conceived, derived from or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement. Refer to 29 CFR, Part 95, Appendix A 5 or Part 97.34.

- (2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this subgrant agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement may not be reproduced or disseminated without prior written permission from Subgrantor.

e). Patent Rights

With respect to inventions (refer to 29 CFR, 97.36(i)(8)) made by Subgrantee in the performance of this subgrant agreement, which did not result from research and development specifically included in the Subgrant's scope of work, Subgrantee hereby grants to Subgrantor a license as described under paragraph nineteen c) for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the subgrant agreement's scope of work, then Subgrantee agrees to assign to Subgrantor, without additional compensation, all its right, title and interest in and to such inventions and to assist Subgrantor in securing United States and foreign patents with respect thereto.

f). Third-Party Intellectual Property

Except as provided herein, Subgrantee agrees that its performance of this subgrant agreement shall not be dependent upon or include any Intellectual Property of Subgrantee or third party without first: (i) obtaining Subgrantor's prior written approval; and (ii) granting to or obtaining for Subgrantor's, without additional compensation, a license, as described in paragraph nineteen c), for any of Subgrantee's or third-party's Intellectual Property in existence prior to the effective date of this subgrant agreement. If such a license upon these terms is unattainable, and Subgrantor determines that the Intellectual Property should be included in or is required for Subgrantee's performance of this subgrant agreement, Subgrantee shall obtain a license under terms acceptable to Subgrantor.

g). Warranties

- (1). Subgrantee represents and warrants that:

- (a). It has secured and will secure all rights and licenses necessary for its performance of this subgrant agreement.
- (b). Neither Subgrantee's performance of this subgrant agreement, nor the exercise by either Party of the rights granted in this subgrant agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by Subgrantee.
- (c). Neither Subgrantee's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (d). It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors.
- (e). Of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.
- (f). It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to Subgrantor in this subgrant agreement.

- (g). It has appropriate systems and controls in place to ensure that state and federal funds will not be used in the performance of this subgrant agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- (h). It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Subgrantee's performance of this subgrant agreement.
- (2). SUBGRANTOR MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS SUBGRANT AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

h). Intellectual Property Indemnity

- (1). Subgrantee shall indemnify, defend and hold harmless Subgrantor and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not Subgrantee is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Subgrantee pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of Subgrantor's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement. This indemnity 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 subgrant agreement. Subgrantor reserves the right to participate in and/or control, at Subgrantee's expense, any such infringement action brought against Subgrantor.
- (2). Should any Intellectual Property licensed by the Subgrantee to Subgrantor under this subgrant agreement become the subject of an Intellectual Property infringement claim, Subgrantee will exercise its authority reasonably and in good faith to preserve Subgrantor's right to use the licensed Intellectual Property in accordance with this subgrant agreement at no expense to Subgrantor. Subgrantor shall have the right to monitor and appear through its own counsel (at Subgrantee's expense) in any such claim or action. In the defense or settlement of the claim, Subgrantee may obtain the right for Subgrantor to continue using the licensed Intellectual Property or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, Subgrantor may be entitled to a refund of all monies paid under this subgrant agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3). Subgrantee agrees that damages alone would be inadequate to compensate Subgrantor for breach of any term of these Intellectual Property provisions of paragraph nineteen a) through nineteen i) by Subgrantee. Subgrantee acknowledges Subgrantor would suffer irreparable harm in the event of such breach and agrees Subgrantor shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

i). Survival

The provisions set forth herein shall survive any termination or expiration of this subgrant agreement or any project schedule.

20. Confidentiality Requirements

The State of California and the Subgrantee will exchange various kinds of information pursuant to this subgrant agreement. That information will include data, applications, program files, and information about specific clients receiving services. These data and information are confidential when they define an individual or an employing unit or when the disclosure is restricted or prohibited by any provision of law. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment

Development Department, the California Department of Social Services, the California Department of Education, the California Department of Corrections, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges, the Department of Alcohol and Drug Programs, and individuals requesting program services.

The Subgrantor and Subgrantee agree that:

- a). Each party shall keep all confidential information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- b). Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- c). The Subgrantee agrees that information obtained under this subgrant agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this agreement.
 - i. Aggregate Summaries: All reports and/or publications developed by the Subgrantee based on data obtained under this agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
 - ii. Publication: Prior to publication, Subgrantee shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to Unemployment Insurance Code section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
 - iii. Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
- d). Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or to the public.
- e). The Subgrantee shall notify Subgrantor's Information Security Office of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (916) 654-6231. Information Security Incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets.

The Subgrantee shall cooperate with the Subgrantor in any investigations of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied.

If the Subgrantee learns of a breach in the security of the system which contains confidential data obtained under this Subgrant, then the Subgrantee must provide notification to individuals pursuant to Civil Code section 1798.82.
- f). The Subgrantee shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Subgrant. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
- g). At no time will confidential data obtained pursuant to this agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- h). Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in section 1798.55 of the Civil Code, section 502 of the Penal Code, section 2111 of the Unemployment Insurance Code, section 10850 of the Welfare and Institutions Code and other applicable local, state and federal laws.
- i). Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- j). Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying

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confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.

- k). If the Subgrantor or Subgrantee enters into an agreement with a third party to provide WIA services, the Subgrantor or Subgrantee agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.
- l). The Subgrantee may, in its operation of the One-Stops, permit a One-Stop Operator to enter into a subcontract to manage confidential information. This subcontract may allow an individual to register for resume-distribution services at the same time the individual enrolls in CalJOBS. Subgrantee shall ensure that all such subcontracts comply with the intellectual property requirements of paragraph 19 of this Subgrant, the confidentiality requirements of paragraph 20 of this Subgrant and any other terms of this Subgrant that may be applicable. In addition, the following requirements must be included in the subcontracts:
- (1) All client information submitted over the Internet to the subcontractor's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Clients' social security numbers must be stored in a separate database within the subcontractor's network of servers, and protected by a firewall and a secondary database server firewall or AES data encryption. If a subcontractor receives client social security numbers or other confidential information in the course of business, for example a resume-distribution service that provides enrollment in CalJOBS, social security numbers must be destroyed within two days after the client registers for CalJOBS. If a subcontractor obtains confidential information as an agent of the subgrantee, the subcontract must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. In accordance with 29 Code of Federal Regulations 97.42, social security numbers and other client specific information shall not be retained for more than three years after a client completes services. The subgrantee should extend this period, only if any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the the three-year retention period. In this case the records should be maintained until completion of the action and resolution of all issues arising from it, or until the close of the three-year retention period, whichever is later. (29 CFR sec. 97.42 (b)(2).)
 - (2) Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the subcontractor's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the subcontract.
 - (3) A One-Stop client must still be given the option to use the One-Stop's services, including CalJOBS, even if he or she chooses not to use any services of the subcontractor. This option shall be prominently, clearly, and immediately communicated to the client upon registration within the One-Stop or for CalJOBS, the subcontractor's resume-distribution services, or any other services subcontractor offers to the client or the One-Stop Operator.
 - (4) The subcontractor must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the clients seeks and for any other services the subcontractor offers. The subcontractor shall not use a client's personal and/or demographic information without the client's prior permission. A link to the subcontractor's Privacy Policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.
 - (5) When the Subgrantor modifies State automated systems such as the State CalJOBS System, it shall provide reasonable notice of such changes to the Subgrantee. The Subgrantee shall be responsible to communicate such changes to the One-Stop Operator(s) in the local area.
- m). Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation. As of this date, the following are those individuals:

FOR THE SUBGRANTOR

Name: Art O'Neal
 Title: Section Manager
 Address: P.O. Box 826880, MIC 69
 Sacramento, CA 94280-0001
 Telephone: (916) 654-9699

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Fax: (916) 654-9657

FOR THE SUBGRANTEE

Name: David Gonzalez
Title: Interim Executive Director
Telephone: 562.570.3701
Fax: 562.570.3704

21. Signatures

This subgrant agreement is of no force and effect until signed by both of the parties hereto.
Subgrantee will not commence performance prior to the beginning of this subgrant agreement.

Revised October 2007

**Statement of Work
Youth Academy Project
Cost Reimbursement Contract**

SUBCONTRACTOR: Goodwill
Serving the People of Southern Los Angeles County
800 W. Pacific Coast Highway
Long Beach, CA 90806
(Hereinafter referred to as "Subcontractor")

CONTRACT TERM: June 29, 2012 -June 30, 2013

CONTRACT AMOUNT: \$99,424

YOUTH TO BE SERVED: Out-of-School Youth

SERVICE REGION: Region 1 – Long Beach/Signal Hill

YOUTH TO ENROLL/SERVE: 30

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

Administered by the City of Long Beach, the Pacific Gateway Workforce Investment Network (Pacific Gateway), through its Youth Opportunity Center (YOC), coordinates and oversees services supporting the workforce needs of the residents and businesses it serves. Goodwill Serving the People of Southern Los Angeles County (Subcontractor) shall, on behalf of Pacific Gateway and YOC, administer the program services described herein.

I. PROJECT SUMMARY

In accordance with this contract, Subcontractor shall provide youth services funded under the Workforce Investment Act (WIA) of 1998. The overall goal is to provide services that develop the potential of youth as citizens and leaders, and fosters positive long-term outcomes for youth participants. The youth served under this contract are 19-21 years old, reside in Long Beach, Signal Hill, Lomita or Torrance, and are WIA eligible. WIA-eligible youth are youth who are economically disadvantaged and have one or more identified barrier (i.e., basic skills deficient, homeless, runaway, foster youth, pregnant or parenting, offender, school drop-out, youth with a disability or youth who requires additional assistance to complete an educational program or to secure/hold employment). Unless otherwise approved by Pacific Gateway in writing, youth previously enrolled in WIA-funded program, either through Pacific Gateway or a subcontract, may not be enrolled in the WIA Youth Academy Project if less than two years have passed since their exit from the WIA-funded program. Concurrent enrollment with another WIA-funded youth program is also not permitted without prior approval from Pacific Gateway.

II. PROGRAM DESIGN

The Subcontractor's Youth Academy Project focuses on exposing, preparing and placing youth in high-growth/high demand careers/industries. Subcontractor will ensure youth's academic preparation through basic skills upgrading (i.e., math, reading, etc.) and occupational skills training, as well as through work-readiness training. By creating successful partnerships with organizations from education, business, labor, social services and community-based organizations, Subcontractor shall ensure youth's preparedness to enter the labor market, particularly high-growth/high-demand careers/industries for employment or enter post-secondary education, military or advanced training. To further support the Project's focus, the Subcontractor has uniquely designed their respective project to incorporate additional career exploration activities, as well as other services, to meet the needs of their youth participants and to capitalize on the individual expertise of the Subcontractor and their Project partners.

III. PROGRAM ADMINISTRATION

A. Outreach/Recruitment

Subcontractor is responsible for ensuring that enrollment goals are met as a result of outreach and recruitment efforts (Refer to Program/Budget Planning Summary). The Subcontractor's outreach and recruitment efforts shall focus on WIA-eligible youth. WIA-eligible youth are youth who are economically disadvantaged, 19-21 years old, and have one or more of the following identified barriers:

1. Basic Skills Deficient (below 9th grade level in reading and/or math);
2. Homeless, Runaway, Foster Youth;
3. Pregnant or Parenting;
4. Offender;
5. School Dropout; and
6. Youth requires additional assistance to complete an educational program or to secure/hold employment.

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 Workforce Investment Act (WIA) of 1998 through the Pacific Gateway Workforce Investment Network."

- and -

"Equal Opportunity Employer/Program. Auxiliary aids and services available upon request to individuals with disabilities. To request a reasonable accommodation, please call (insert appropriate telephone number) or TTY (insert appropriate telephone number) at least 72 hours prior to event."

Upon request, Subcontractor may utilize the Pacific Gateway Workforce Investment Network's logo on printed materials used in conjunction with Subcontractor's WIA-funded project.

B. Orientation

Subcontractor must provide program orientation to prospective youth participants. The orientation must include information on the full-array of services provided available through the WIA-funded program, including services and referrals provided by collaborating partners.

C. Eligibility/Initial Certification

Subcontractor is responsible for initial determination of WIA eligibility for all perspective participants recruited for its program. All necessary completed eligibility documents and MIS forms must be batched and provided to the Youth Opportunity Center for final eligibility determination. Subcontractor is required to make sure all male U.S. citizens, and male aliens living in the U.S., who are 18 through 25, are registered with Selective Service. Subcontractors must keep record of male participants who will turn 18 throughout the program and ensure they become registered with Selective Service once they turn 18. Subcontractors are required to submit documentation verifying participant's selective service registration to Youth Academy Specialist.

D. Basic Skills Assessment/Upgrading

Subcontractor is responsible for conducting an initial basic skills assessment, the Test of Adult Basic Education (TABE), for all participants during the eligibility/initial certification appointment. If a youth is determined to be basic skills deficient (scoring below 9th grade level in either reading or applied math on the TABE), the area(s) of deficiency must be addressed through activities designed to increase comprehension. All deficient youth must receive remediation in all areas of deficiency (i.e., reading, applied math). **A post-test to determine a functioning level increase must be administered to all basic skills deficient youth.** Subcontractor must use TABE 9 Level D as a pre-test, and TABE 10 Level D as a post-test. **There must be a minimum of 50 hours of instruction before administering the post-test.** TABE pre- and post-test scores will be recorded on the MIS Test Scores form. Basic skills remediation activities may include school re-entry for out-of-school youth. Non-basic skills deficient youth may also participate in remediation activities.

E. MIS Enrollment and Test Scores

MIS Enrollment and Test Scores forms must be submitted by the Subcontractor within 5 days of providing services to youth. Services may not be provided to youth until final eligibility determination and enrollment is completed and approved. Once activities are completed, the updated Enrollment and Test Scores forms must be submitted to the Youth Opportunity Center for review and submission to the Program Support Unit. Subcontractor must ensure the timeliness of submissions, as it impacts the validity of data reported by Pacific Gateway to its Board and the State's Employment Development Department.

F. Case Management

Subcontractor shall provide case management services, including (but not limited to): developing an Individual Service Strategy (ISS) in partnership with youth, which documents all services and progress towards achievement of program goals and objectives; individual counseling; file maintenance; and completion of all required customer tracking forms, including case notes. Subcontractor staff will be required to use Pacific Gateway Internet-based case management system (VOS-Virtual One-Stop) to record and document services provided to participating youth. Case management staff,

as well as other appropriate Subcontractor staff, are responsible for attending and actively participating in mandatory monthly Subcontractor meetings and training sessions, prior to and during the contract period.

G. National Work-Readiness Credential Training (NWRC)

Subcontractor shall ensure all enrolled youth are provided work-readiness training in accordance with the Equipped for the Future (EFF) learning standards under the National Work Readiness Credential (NWRC). Subcontractor shall provide directly or coordinate such efforts with Network approved vendors. This training will cover four modules of real world scenarios:

- Situational Judgment;
- Oral Language;
- Reading and Understanding; and
- Using Math to solve problems

These modules incorporate information (i.e., scenarios, case studies, data, etc.) that further exposes youth to high-growth/high-demand occupation(s)/industry(ies).

Class-based training components will include both basic skills remediation and work readiness instruction in line with NWRC curriculum and standards. Youth are required to pre- and post-test youth for knowledge of work readiness skills utilizing assessment components.

Upon successful completion and attainment of the (NWRC) training, the participant will receive a "National Work Readiness Credential Attainment" certificate issued by the Castle Worldwide Incorporated. Subcontractor must obtain a copy of the original Credential and maintain it in the case file. A copy of the Credential must be provided to the Youth Academy Specialist and the Operations Unit when requesting reimbursement for performance incentives.

Please Note: The NWRC does not meet the criteria for Industry Recognized Certificate.

H. Occupational Skills Training Component

Enrolled youth on must receive occupational skills training that focuses on a high-growth/high-demand occupation/ industry, and provide youth with the skills necessary to perform work-related functions within that occupation/industry. Subcontractor is required to assess youth for occupational interest, training suitability and attainment of skills tied to the occupational skills training provided.

Upon completion of the occupational skills training component, Subcontractor shall issue a Certificate of Completion to participating youth, verifying the youth's completion of the occupational skills training component. (Youth Opportunity Center staff will provide a sample template of a Certificate of Completion form for use by the Subcontractor). Once issued, a copy of the Certificate must be maintained in the case file, provided to the Youth Academy Specialist and the Operations Unit if requesting reimbursement for performance incentives.

I. Industry Recognized Certificate

Enrolled youth must attain an industry-recognized certificate in recognition of necessary technical or occupational skills gained for employment in a high-growth/high-demand occupation/industry, or advance training within an occupation, in addition to, a high school diploma or GED (if applicable) and/or CPR/First Aid.

Certificates may be issued by:

- State boards of education, State boards governing community colleges and universities;
- State licensing boards for private schools, State education associations;
 - Integrated post-secondary or higher education reporting units;
 - State Department of Professional or Occupational Regulation;
 - Professional, industry, or employer organizations or product manufacturers or developers;
 - Registered apprenticeship programs, Office of Job Corps; and
 - Training institutions/providers.
- High School or Adult Basic Education providers (GED/Equivalent testing agencies).

PROGRAM SPECIFIC DETAILS

The Subcontractor's Program/s described below will expose youth to high-demand/high-growth training leading to industry-recognized certificates and employment, focusing on specific industry/ies listed below.

The Subcontractor is responsible to ensure partners, if any, are adhering to the State of California requirements for classroom training and for any hands-on practicum and supervision in order to successfully pass and obtain an industry recognized certificate.

Subcontractor will meet certificate attainment requirements as spelled out in the Program Performance Standards Section through the participant's attainment of one or more of the industry-recognized certificates:

Training Program Name	Industry Sector	Program Description (e.g., # of hrs/wks, other program components)	Planned # of Participants	Industry Recognized Certificate Name
1. Goodwill Health Care Training Program	Healthcare	11 weeks of training in Nurse Assistant and Home-Health Aid. First two weeks are in-class training in Work-Readiness and NWRC. The remaining 9 weeks of on-the-job training is at Long Beach Adult School and various convalescent homes within the Long Beach area.	10 Participants	Nurse Assistant/Home-Health Aide Licensing and Certification.

2. Loss Prevention Training Program	Loss Prevention	5 weeks of training in Loss Prevention. 2 weeks of in-class training and 3 weeks of on-the-job training conducting real store surveillances and apprehension of shoplifters.	16 Participants	California State Guard Card
3. Medical Insurance and Billing	Medical Insurance, Coding, and Billing	20 weeks of training in Medical Terminology, Computer Operator Foundations, Medical Insurance & Billing, and Diagnostic Coding. 160 hours of externship.	4 Participants	Microsoft Word Certification

*The activities and services contained in the Subcontractor's proposal (Exhibit B.1) are incorporated hereto unless amended in this Statement of Work

Additional industry recognized certificates may be adopted into the program design per the discretion of Pacific Gateway.

J. Supportive and Referral Services

Subcontractors must follow Pacific Gateway's Supportive Services guidelines contained in policy WIB-18 Supportive Service Policy.

Supportive Services may be provided to WIA-enrolled youth, as defined in WIA Section 101 (46), may include the following:

- A. Linkages to community services;
- B. Assistance with transportation;
- C. Assistance with child care and dependent care;
- D. Assistance with housing;
- E. Referrals to medical services; and
- F. Assistance with uniforms or other appropriate work attire and related work tools, including such items as eyeglasses and protective eye wear.

WIA Youth Subcontractors must have authorization to provide supportive services outside of the defined list (a-f). If supportive services are not identified on their approved budget, subcontractors must obtain pre-approval prior to issuance. Subcontractors must coordinate with Youth Opportunity Center staff to ensure that required forms and supporting documentation is accurately provided.

K. Follow-Up Services

All youth who exited prior to the end of the contract period must receive follow-up services, as, appropriate, to ensure retention of skill attainment, to provide for continued youth engagement, and to help sustain positive progress and outcomes toward long-term success. **Subcontractor must make direct contact with youth on a monthly basis.**

Follow-up services for youth may include:

1. Confirmation of performance attainment
2. Leadership development
3. Supportive services
4. Regular contact with a youth and their employer, including assistance addressing work-related problems that arise
5. Assistance in securing better paying jobs, career development and further education
6. Work related peer support groups
7. Adult mentoring and tutoring
8. Tracking the progress of youth in employment after training

IV. PROGRAM ELEMENTS

WIA requires that youth participating in WIA-funded programs have access to 10 required program elements. Under this contract the Subcontractor or other partnering agency are providing four of these elements, (1) Academic Assistance (Basic Skills Upgrading), (2) Occupational Skills Training, (3) Supportive Services, and (4) Follow-up Services. In addition, participants must have access to the other six elements by partner or through referral:

1. **Alternative Education** - Opportunities and assistance to re-enroll and attend an educational program outside of traditional secondary education including adult schools, charter schools, high school diploma or GED programs, community colleges, vocational schools and/or occupational programs
2. **Leadership Development** - Opportunities for youth to learn, direct, and apply positive leadership and positive social behaviors. This includes community service, citizenship training, decision-making, service learning, cultural diversity training, and peer-centered activities encouraging responsibility.
3. **Mentoring** - Opportunities for youth to interact meaningfully, and one-on-one, with a caring adult(s) over a minimum 12-month period to improve academic performance, provide job shadowing, goal setting, career exploration, work readiness, and social skills improvement – and may occur both during and after Youth Academy Project participation.
4. **Guidance and Counseling** - Services that offer advice, guidance, and resources to aid youth in overcoming barriers and in solving personal problems – and includes (not limited to) drug and alcohol abuse counseling, goal setting, and referrals to other services appropriate to the needs of the individual youth.
- 5-6. **Work Experience and Summer Employment** - Opportunities for youth to learn work-related skills and to acquire effective workplace behaviors, including both paid and unpaid work experience activities, internships, summer employment, job shadowing, and other planned and structured learning experience that occurs in the workplace.

V. INCENTIVE

Subcontractor may provide participating youth with performance incentives and/or program incentives to maximize positive performance outcomes and encourage active program participation.

Performance Incentives are available to youth meeting specific goals listed in Pacific Gateway's Performance Incentive Policy Matrix. Youth participants may be able to earn up

to \$300 (not more than \$75 increments per outcome, no more than 4 instances) in performance incentives for achieving established performance goals, as budgeted by Subcontractor. In addition, Subcontractor will ensure that Tracking/Receipt Form is maintained in each case file, along with appropriate supporting documentation, to verify that outcomes have been achieved and incentives received by youth.

Program Incentives may be used to encourage participation and continued progress as youth successfully complete one or more components of a program. Incentives, for example may address areas of completion of work experience/internship, tutoring activities, good/improved attendance and behavior. Incentives can include gift certificates, T-shirts, field trips, or other items the program determines to be motivating to youth. Youth participants may be able to earn up to \$250 and not more than in program incentives for achieving established program outcomes, as budgeted by Subcontractor. Subcontractor will ensure that Criteria Proposal Form for program incentives is completed and submitted to the YOC Coordinator for approval prior to providing any program incentives to participating youth. In addition, Subcontractor will ensure that Tracking/Receipt Form is maintained in each case file, along with appropriate supporting documentation, to verify that outcomes have been achieved and incentives received by youth.

VI. PROGRAM PERFORMANCE STANDARDS

Performance measures are set by the State of California Workforce Investment Division, in negotiation with the Pacific Gateway Workforce Investment Board. In an effort to ensure and maximize positive outcomes, Pacific Gateway has included local outcomes for WIA Subcontractors.

Continuation of funding will be contingent upon the attainment of the following performance outcomes.

YOUTH PERFORMANCE MEASURES
LITERACY/ NUMERACY INCREASE (85% Completion Rate)
<p>Objective - Youth should attain at least one basic skills goal, which represents an increase in an educational functioning level within each area of deficiency, within one year of the date set or prior to exit (whichever comes first)</p> <p>Program Elements – Basic skills remediation must be provided in each area of deficiency</p> <p>Required Documentation – MIS Enrollment form (when applicable), Basic Skills Pre and Post assessments, MIS Youth Test Scores form (when applicable)</p> <p>Excludes – Youth that are not deficient on their basic skills pre-test</p>
NATIONAL WORK READINESS CREDENTIAL TRAINING (85% Completion Rate)
<p>Objective – All youth should receive National Work Readiness Credential Training and earn the National Work Readiness Credential.</p> <p>Program Elements – 25-hour National Work Readiness Training (Not Industry Recognized Certificate)</p> <p>Required Documentation – MIS Enrollment form, National Work Readiness Post-test</p>

scores, and credential.

Excludes –All youth required to participate unless they already have attained the NWRC

OCCUPATIONAL SKILLS TRAINING (85% Completion Rate)

Objective - Youth should successfully complete occupational skill training and receive a Subcontractor issued program certificate for “Successful Completion of Occupational Skill Training” in addition to an Industry Recognized Certificate

Program Elements – Occupational skills training

Required Documentation – MIS Enrollment form, Occupational skills evaluations, attendance records, Subcontractor issued certificate of completion

Excludes – N/A. All youth required to participate

INDUSTRY RECOGNIZED CERTIFICATE (90% Completion Rate)

Objective - All youth participating in the Subcontractor’s program are expected to earn an industry-recognized certificate, regardless of whether the youth earns a High School diploma or GED

Program Elements – Occupational skills training

Required Documentation – MIS Enrollment form, Industry-Recognized certificate

Excludes – N/A. All youth required to participate

EXIT – PLACED IN ONE OF THE FOLLOWING: EMPLOYMENT, POST-SECONDARY EDUCATION, MILITARY OR ADVANCED TRAINING (75% Completion Rate)

Objective - At exit, youth should be in employment (full-time or part-time), enrolled in post-secondary education, advanced training, and/or in the military

Program Elements – MIS Enrollment form, work readiness or occupational skills training, academic and training assistance, work experience, internship, job search assistance

Required Documentation – Employment information (i.e., check stub, letter of employment, etc.), school records, training records, military records (when applicable) and MIS Exit Form

Excludes – Youth who are already employed and remained with the same employer at exit, or in post-secondary education or training at enrollment or neutral outcomes

FOLLOW-UP ACTIVITY (75% Completion Rate)

Objective - During the first and third quarter after exit, youth should be in employment (fulltime or part-time), post-secondary education, advanced training, occupational skills training and/or in the military

Program Elements – Follow-up services

Required Documentation – Employment information/supplemental data, school records, training records or military records (when applicable) and MIS Follow-Up Form

Excludes – Youth that exit the program with a neutral outcome

NEUTRAL OUTCOMES

Youth that exit the program in one of the following neutral outcomes will be excluded from this performance measure:

- Institutionalized
- Health/Medical
- Reserve Forces called to active duty
- Relocated to a Mandated Program
- Deceased

VII. CONTRACT MANAGEMENT

The City shall compare planned vs. actual program performance and expenditure levels on a quarterly basis. This analysis is based on the Subcontractor's approved Program/Budget Planning Summary Form (Exhibit D).

If subcontractor is 10% or more below their planned total at the end of the first quarter or any quarter thereafter, the City has the right to unilaterally cancel the contract or deobligate funds up to the amount of the under expenditure or underperformance. Alternatively, upon review and approval of the City, Subcontractor may be allowed to submit a corrective action plan demonstrating that program performance is attainable and expenditure levels can be met. At the discretion of the City, Subcontractor may be allowed to continue program services.

VIII. RECORD KEEPING AND MONTHLY REPORTING REQUIREMENT

A. Fiscal Reporting/Invoicing

1. Subcontractor will ensure that invoices are submitted on the 10th of each month and are in compliance with Project Budget (Exhibit C). If the 10th of the month falls on a Saturday or Sunday, invoice must be submitted the Friday before. Subcontractor is required to participate in WIA In-Service Training and provide invoices and supporting documentation as requested by the City.
2. Subcontractor funds will not exceed **\$99,424** 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.
3. Subcontractor must include accruals on all monthly invoices per State of California Directive WIAD 04-15, effective March 1, 2005.
4. Subcontractor may exceed cost categories by no more than 10% between line items, 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 through a Letter of Modification or an Amendment to the Contract submitted by the Subcontractor.

5. Invoices must be submitted to the Pacific Gateway Workforce Investment Network, 3447 Atlantic Avenue, Long Beach, CA 90807, Attention: Accounts Payable.
6. Written requests for budget changes must be submitted to the Pacific Gateway Workforce Investment Network, 3447 Atlantic Avenue, Long Beach, CA 90807, Attention: Operations Officer.
7. Subcontractor shall ensure the accuracy of each invoice.
8. Subcontractor must submit a Cost Allocation Plan annually to the City.

B. Program Reporting

1. Subcontractor shall ensure the timely submittal of required program documents, reports, and forms.
2. Subcontractor shall submit all required MIS forms within 5 working days of activity.
3. Subcontractor completed and submitted to Pacific Gateway for approval a Program and Budget Planning Summary. The Summary is incorporated as part of this Statement of Work and will be monitored by YOC staff to ensure targeted numbers and costs are met.
4. Subcontractor will ensure the completion and submittal of the Monthly Management Report (MMR) on the 10th of each month. If the 10th of the month falls on Saturday or Sunday, the MMR must be submitted on the Friday prior to the 10th. A copy of the MMR must be provided to the Subcontractor's assigned Network Youth Academy Specialist as well as included as part of the Subcontractor's invoice, due on the 10th of each month.
5. The MMR is designed to track actual program activity (i.e. enrollment, goals, etc.) and individual participation with each Subcontractor to determine if planned performance levels are met, or if corrective action is necessary.
6. Subcontractor shall ensure the accuracy of each report.

C. Record Keeping and Reporting Requirements

1. The following documents are to be maintained in participant files by the Subcontractor:
 - a. Eligibility Documentation;
 - b. Suitability Interview;
 - c. Participant Handbook Receipt;
 - d. MIS Documentation;
 - e. Case Notes via Virtual One-Stop (VOS);
 - f. Applicable Pre & Post Tests;
 - g. Individual Service Strategy (ISS);
 - h. Participant Internship Agreement (if applicable);
 - i. Training Site Agreement (if applicable);
 - j. Copy of YOC Application;
 - k. Verification of Supervisor Orientation Form (if applicable);
 - l. Parental Medical and Emergency Consent Form;

- m. Consent to Access Internet;
 - n. Copy of Participant Time Sheets (if applicable);
 - o. Certificate of Completion (Work-readiness and Occupational Skills);
 - p. Industry-recognized Certificates;
 - q. Progress Reports;
 - r. Participant Evaluations completed by Worksite Supervisor (if applicable);
 - s. Support Services Request Form (if applicable);
 - t. Support Services Tracking Form (if applicable);
 - u. Incentive Program Tracking Form (if applicable);
 - v. Incentive Performance Tracking Form (if applicable);
 - w. Follow-up Services(s)
2. Subcontractor is required to immediately notify assigned Youth Academy Specialist, or in his/her absence YOC Coordinator, of any accident or injury and to submit an Incident Report regarding such occurrence.
 3. Subcontractor is required to maintain all program records for a minimum of 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 7 years may not be destroyed unless approved by the City in writing.

D. 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. Challenges
3. Number of enrollments;
4. Results of Special Award Condition Corrective Action Outcomes (if applicable)
5. Total hours of paid activities for each participant;
6. Number of positive outcomes;
7. Performance outcomes met;
8. List of collaborating partners and training sites utilized, and services provided by each;
9. Recommendations for future programs; and
10. Final close-out invoice with total funds awarded and expended.

IX. 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 Pacific Gateway Workforce Investment Network and agrees to comply with the following contract clauses, as applicable, during the duration of the contract period:

- a. Compliance with awarding agency requirement and/or regulations related to patent rights, copyrights, and rights in data;
- b. Maintenance of records for 7 years;
- c. The Equal Employment Opportunity Act provisions;
- d. The Americans with Disabilities Act of 1990;
- e. The Contract Work Hours and Safety Standards Act;
- f. The Clean Air Act and Environmental Protection Agency regulations;
- g. The Energy Policy Conservation Act;
- h. The Bryd Anti-Lobbying Amendment;
- i. The Debarment and Suspension requirements;
- j. The Copeland "Anti-Kickback" Act;
- k. The Davis-Bacon Act.

C. Administrative Dispute Resolution

The YOC/Pacific Gateway Workforce Investment 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 Pacific Gateway Workforce Investment Network's 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.

XI. 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 Pacific Gateway's Contracts/Procurement Coordinator in writing immediately.

XII. 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. Letters should be addressed to KC Nash, Operations Officer, Pacific Gateway Workforce Investment Network, 3447 Atlantic Avenue, Long Beach, CA 90807.
3. Budget Modification – Subcontractor may submit requests to modify its Project Budget (Exhibit C) for anticipated changes and adjustments to the line items on the budget. Any budget revision in excess of 10 percent in any budget line item will require prior written approval from Pacific Gateway. When submitting a request for budget modification, subcontractor must also submit the Program Planning Summary (Exhibit D) with Section VI – Projected Expenditure Summary reflecting the requested updates. The final deadline to request a budget revision for this project is **May 15, 2013**. Pacific Gateway reserves the right to deny any budget modification requests.
4. Program Planning Summary Revision – Subcontractor may submit requests to modify its Program Planning Summary (PPS) (Exhibit D) for anticipated changes and adjustments to the PPS. Changes to the PPS require prior written approval from Pacific Gateway. The final deadline to request a PPS revision for this project is **December 15, 2012**. Pacific Gateway reserves the right to deny any PPS revision requests; specifically, requests that reduce the funded level of participants to be served or requests that impact Subcontractor's ability to meet the required performance measures.
5. Pacific Gateway reserves the right to allow modifications to Exhibits C and D beyond the above deadlines.

Pacific Gateway

Administered by the City of Long Beach

RECEIVED
MAR 30 2012
BY: *rsj*

12:20 pm

REQUEST FOR PROPOSALS WIB RFP # HR12-001

for

WORKFORCE INVESTMENT ACT TITLE I OUT-OF-SCHOOL YOUTH ACADEMY PROJECTS

Release Date: March 9, 2012

Due Date: March 30, 2012

SEE PAGE 9, FOR INSTRUCTIONS ON SUBMITTING PROPOSALS.

Attachment A RFP COVER SHEET AND CERTIFICATIONS

Proposal Summary:

Number of Younger Youth (16-18 yrs. old) to be Served: _____

Number of Older Youth (19-21 yrs. old) to be Served: 30

Proposed Region: Region 1 (Long Beach/Signal Hill)
 Region 2 (Torrance/Lomita)
 Both Regions

High-Growth/High-Demand Occupation(s)/industry(ies) Focus: Healthcare (Certified Nurse Assistant/Certified Home Health Aide, Medical Insurance/Billing and

Coding). Retail Trade (Loss Prevention/Asset Protection).
Certificate(s) to be Earned: _____

Certified Nurse Assistant, Certified Home Health Aide, CPR/First Aid,
California Guard Card Certification.

Organization Name Goodwill SOLAC Contact Person Janet McCarthy

Address 800 W. Pacific Coast Hwy. City Long Beach State CA Zip 90806

Telephone (562) 435-3411 Fax (562) 436-4315 Federal Tax ID No. 95-1644017

Prices contained in this proposal are subject to acceptance within 90 calendar days.

I have read, understand, and agree to all terms and conditions herein.

Signed *Janet McCarthy* Date 3/28/12

Print Name & Title Janet McCarthy President and CEO

Equal Opportunity Employer/Program
Auxiliary Aids and Services Available Upon Request to Individuals with Disabilities.
This RFP is available in an alternative format by calling 562-570-3744; TTY: 562.570.4629

**RFP #HR-12-001 Workforce Investment Act Title 1
Out-of-School Youth Academy Projects**

Technical Proposal

A. Provide narrative (including answers to yes/no questions) for the Company Information as Described in Sections 8.1 and 8.2 of this RFP.

8.1 PRIMARY CONTRACTOR INFORMATION

A. Provide a company profile. Information provided shall include:

Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state vendor must register with the State of California Secretary of State before a contract can be executed (<http://www.sos.ca.gov/business/>).

Goodwill Serving the People of Southern Los Angeles County (SOLAC) is one of 165 independently operated, 501(c)(3) nonprofit, community-based affiliates of Goodwill Industries International that provide job-based and employment services. Goodwill SOLAC was established in 1929 and incorporated in the State of California in 1939.

Location of the company offices

Goodwill SOLAC company offices are located at 800 West Pacific Coast Highway, in the City of Long Beach, California, 90806.

Location of the office servicing any California account(s)

Goodwill SOLAC will service any California accounts from its offices located at 800 West Pacific Coast Highway, in the City of Long Beach, California, 90806.

Number of employees both locally and nationally

Goodwill SOLAC has 284 employees locally.

Location(s) from which employees will be assigned

Employees will be assigned from the company offices, located at 800 West Pacific Coast Highway, in the City of Long Beach, California, 90806.

Name, address and telephone number of the vendor's point of contact for a contract resulting from this RFP

Point of Contact:

Name: Janet McCarthy, President and CEO

Address: 800 West Pacific Coast Highway, Long Beach, California, 90806

Telephone: (562) 435-3411 ext. 222

Length of time vendor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.

Goodwill SOLAC has been providing the services described in this RFP to the public and/or private sector for six years. The Health Care Training Program was initiated in 2005 in response to local labor market demands articulated at the Long Beach Medical Industry Task Force Summit. The program provides training for Certified Nurse Assistant (C.N.A.) and Certified Home Health Aide (C.H.H.A.) credentials simultaneously. In 2011, the Health Care Training Program expanded to include a health information technology component that leads to an industry recognized Certificate of Completion in Medical Insurance and Billing. A new industry sector

**RFP #HR-12-001 Workforce Investment Act Title 1
Out-of-School Youth Academy Projects**

program, the Loss Prevention Training Program was initiated in January 2011. Graduates of this program qualify for the California Guard Card certification in the high growth Loss Prevention industry. The registration and licensing agency is the State of California Department of Consumer Affairs Bureau of Security and Investigative Services. Security guard skills and qualifications allow an individual to work almost anywhere in the state and Loss Prevention agents are also trained in Organized Retail Crime detection, Video Surveillance and Weapons of Mass Destruction. The California Projections of Employment, published by the Labor Market Information Division of the Employment Development Department, estimates that the number of Loss Prevention Agents/Security Guards in Los Angeles County will reach 57,260 by 2018.

Resumes for key staff to be responsible for performance of any contract resulting from this RFP

Resumes for key staff to be responsible for performance of any contract resulting from this RFP are attached.

If the organization has a board of directors or business advisory group, please indicate, and attach a list of those persons and affiliations

Goodwill has a Board of Trustees. A list of those persons and is attached.

8.2 SUBCONTRACTOR INFORMATION

8.2.1 Does this proposal include the use of subcontractors?

Yes X No Initials *JS*

If "Yes", vendor must:

8.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.

- Long Beach School for Adults will provide classroom instructors for medical core training, medical insurance and billing, and onsite supervision during the clinical phase of the C.N.A./C.H.H.A. training program. Clinical instructors are licensed through the State of California Department of Health Services. Each instructor has numerous years of clinical and teaching experience in the healthcare industry.
- Secure-Tek, Inc., a licensed private security firm based in Orange, California and serving the western region of the United States, will provide the training curriculum, classroom instructors, as well as onsite supervision during the apprenticeship phase of the Loss Prevention Training Program.

8.2.1.2 Provide the same information for any subcontractors as is indicated in Section 8.1 for the vendor as primary contractor.

- Founded in 1913 as part of the Long Beach Unified School District, the Long Beach School for Adults is fully accredited by the Western Association of Schools and Colleges. Offices are located at the Willow Campus: 3701 E. Willow St., Long Beach, CA 90815 Phone: (562) 595-8893 Point of contact: Matt Saldana, Principal ext. 266.
- Secure-Tek was established in 1991 to meet the ever demanding Loss Prevention and Security needs of companies in need of quality and reliable loss prevention and security support. Offices are located at: 333 City Boulevard West, Suite 1700 Orange, CA 92868 Phone: (800) 714-8898 Point of contact: Jay Burke, President.

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8.2.1.3 References as specified in Section 8.3 below must also be provided for any proposed subcontractors.

Subcontractor references are attached.

8.2.1.4 The City requires that the awarded vendor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.

Goodwill SOLAC will submit all required documents indicating proof of payment in its monthly invoicing to the City.

8.2.1.5 Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

Goodwill SOLAC will not allow any subcontractor to commence work until evidence of all required insurance is obtained.

B. Provide narrative addressing all sections and questions below:

B.1. Competence, Controls, and Subject Expertise

Agency's experience or potential ability to effectively serve the population through the described program model. Include discussion of past performance as related to WIA Youth performance measures. Address agency's administrative and fiscal capacity to fulfill federal and state-required documentation and record keeping in support of Pacific Gateway service strategies; project management abilities; record-keeping capacity; discreet project tracking and accounting controls; existing internal monitoring/QA processes; and capacity for handling corrective actions/findings, if needed. Agencies with no experience in providing WIA services will want to explain the unique advantage or value associated with their proposal. If the proposal is a joint partnership among agencies, or if there are vendors, repeat the above questions for each entity.

Goodwill SOLAC has demonstrated its potential and ability to effectively serve the target population. From 2008-2010, Goodwill SOLAC met or exceeded its performance goals for enrollment, skills attainment, workforce readiness, certificate attainment and job placement in its Youth Academy health care career training program. During 2012-2013, Goodwill SOLAC proposes to provide the following industry occupational training: Certified Nurse Assistant (C.N.A.), Standard Occupational Code (SOC) 311012; Certified Home Health Aide (C.H.H.A.), SOC Code 311011, Medical Insurance and Billing (SOC Code 29-2071); and Security Guard, SOC code 33-9032. C.N.A./C.H.H.A. and Medical Information Management occupations are in the Workforce Investment Board priority Health Care industry sector. Security Guards are considered among the fastest growing occupations in California, with employment opportunities in numerous sectors, including retail, transportation, leisure, hospitality, and homeland security.

Goodwill SOLAC has a strong history of managing discreet federal, state, county, and foundation funds and has administered grants from the Pacific Gateway Workforce Investment Network and other public and private entities. Goodwill SOLAC has consistently received three-year accreditations from the Commission on Accreditation of Rehabilitation Facilities (CARF) and has consistently passed its annual programmatic

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and financial audits. Separate financial audits from all funding sources over the years have determined full compliance with all General Accounting Principles and OMB circulars requirements. Goodwill SOLAC has the capacity to conduct an A-133 audit. The accounts of Goodwill SOLAC are maintained in accordance with principles of net asset accounting. All financial transactions are recorded and reported by net asset class: unrestricted, temporarily restricted, or permanently restricted and separate cost centers are established for each grant. The Information Technology department utilizes the MAS90 accounting system. Grants and contracts are subject to inspection and audit by the appropriate funding agency.

b. Relationships with industry associations, employers, labor organizations, and apprenticeship programs that create a strong tie to occupational skills training, job placement, and related skills.

Goodwill SOLAC has established referral protocols with the nursing departments at Long Beach City College, El Camino College, and the Maxine Waters Employment Preparation Center. Goodwill SOLAC has also established relationships with local employers in its training program industry sectors, including loss prevention contractors, retail stores, medical staffing agencies, and nursing homes, including but not limited to: Office Works: A Medical Staffing Organization, JC Penney, WalMart, Edgewater Skilled Nursing Center, and others.

c. History of and expert knowledge in serving the communities proposed.

For over 82 years, Goodwill SOLAC has been providing employment training and placement services for individuals with barriers to employment, and has built core competencies that have allowed it to become a trusted and respected provider of employment services for populations experiencing a range of barriers to employment. Goodwill is a community resource and is committed to providing vocational educational and training programs and services based on the needs of the community and the financial resources of the organization. To further its mission, Goodwill SOLAC effectively leverages support from strategic community partners in order to increase the number of residents and families achieving economic self-sufficiency through employment in local growth industries.

d. A staffing plan for the project, including a list of funded positions, and qualifications of staff that currently/will fill those positions.

Funded Position: One .5 FTE Employment Services Coordinator will be assigned to the Youth Academy Project. Qualifications are a Bachelor's degree or three years significant experience in planning, social science or a health care discipline. Incumbent Marquise Brown has worked for Goodwill for 2 years. Prior to Goodwill, he served in various programs serving at-risk older youth and low income adults. He has been assigned to the out-of-school youth project since joining Goodwill and is responsible for outreach, intakes, assessments, eligibility determination, case management, job placement, and job retention services for individuals enrolled in the program. Overall supervision of the program will be provided by Program Manager, Tamori Parmer, who has over 10 years of experience supervising and working as a vocational specialist. Director of Workforce Development, Ben Espitia, will interface with local, State and Federal certification agencies, and will be responsible for reports to the Goodwill SOLAC President/CEO and Board of Trustees as to outcomes of workforce development training programs.

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B.2. Program Design (Overall Design and Service Delivery)

a. Target group(s) or at-risk characteristics and proposed (e.g. homeless, offender, etc.).

Goodwill will target out-of-school youth 18-21 years old, who reside in Long Beach and Signal Hill, are economically disadvantaged, unemployed, with one or more identified barriers which may include: School drop-out; Homeless, runaway, or foster child; Pregnant or parenting; Basic skills deficient (below 9th grade level in reading and/or math; or individual who requires additional assistance to complete an educational program or to secure/hold employment.

b. Planned coordination of outreach and recruitment efforts, and how that will ensure access to the targeted population.

Goodwill works closely with collaborating entities to provide coordinated outreach and recruitment in order to ensure access to the targeted population. The assigned staff will attend open enrollment dates at the Long Beach School for Adults, meetings of the Youth Opportunity Center, local youth job fairs, and community events at venues where the target population congregates. Potential students may also self-refer from Pacific Gateway Workforce Investment Network, Long Beach City College, Long Beach Community Action Partnership, or other community organizations.

c. Tools and techniques to completing assessments, creating and maintaining an Individual Service Strategy (ISS), providing ongoing case management, and establishing criteria for meeting specific WIA Youth Performance measures at time of enrollment.

At point of entry, the assigned Goodwill SOLAC Employment Services Coordinator (ESC) meets with each potential participant to assess his/her skills and to develop an Individual Service Strategy. The ESC administers the Test of Adult Basic Education (TABE Level D) test for reading and math literacy for all participants during the eligibility/initial certification appointment. Those who do not obtain 9th grade literacy test scores will be referred to literacy training programs at either Long Beach City College or Long Beach School for Adults. These individuals will be eligible for re-enrollment consideration once another cycle of training opens. The Employment Services Coordinator and the student develop an Individual Service Strategy (ISS). Together they identify individual employment goals, skills and abilities, barriers to employment, financial concerns, health and safety needs, workplace accommodations needs, and supportive services needs. Each student articulates his/her commitment to the program and must sign a responsibility contract prior to commencing training. Throughout training, the Employment Services Coordinator will track and record student performance in basic skills, work readiness skills, and occupational skills. Students will be tested on criteria specified in the National Work Readiness Credential (NWRC) modules to earn the NWRC credential.

d. Proposed customer flow and program model, and include a timeline for proposed activities and services.

Health Care occupational training begins with a nine week (67.5 hours) curriculum of "Medical Core" instruction that sets the foundation upon which a career ladder to clinical and other technical healthcare occupations is established. After completion of this

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phase, students are qualified to pursue Phase II, Occupational Skills Training, with a focus on achieving state credentials as a Certified Nursing Assistant (C.N.A.)/Certified Home Health Aide (C.H.H.A.), or earning an industry recognized Certificate of Completion for Medical Insurance and Billing. The 225 hour C.N.A. program includes 110 hours of hands-on clinical practice in the classroom and at various local clinical sites. C.H.H.A. training activities comprise 40 hours of additional training. Loss Prevention students are trained in a state-approved curriculum that covers competencies and standards for the Loss Prevention industry. The program is a 5 week training course. Phase I (100 clock hours), is classroom training that includes Employment Preparedness training modules. Phase II (100 clock hours) is a field apprentice training program provided at various Goodwill sites.

July-September 2012	October – December 2012	January-March 2013	April-June 2013
Outreach, recruitment, and enrollment in CNA/CHHA, Medical Insurance & Billing, and Loss Prevention training, Work readiness/soft skills/life skills training, Basic skills remediation and supportive services.	Ongoing Outreach, recruitment, and enrollment in CNA/CHHA, Medical Insurance & Billing, and Loss Prevention training, Work readiness/soft skills/life skills training, Basic skills remediation and supportive services.	Ongoing enrollment in CNA/CHHA, Medical Insurance & Billing, and Loss Prevention training, Work readiness/soft skills/life skills training, Basic skills remediation and supportive services.	Exit Quarter. Complete Program Services. Training certification, job placement and job retention services. Participant tracking and follow-up activities.

e. How the agency plans to deliver and make accessible all required services and program elements, and who will provide such services. Include narrative discussion of specific resources and leveraging through collaborative and strategic partnerships (description should align with letters of commitment, resource sharing and support attached to proposal), and include discussion on availability of supportive services.

The assigned Goodwill SOLAC Employment Services Coordinator (ESC) will be responsible for delivering and/or making accessible all required services and program elements inclusive of: Outreach and Recruitment, Orientation, Eligibility and Certification, Basic Skills Assessment, MIS Enrollment, Case Management, Work-Readiness Skills Training, Soft Skills Training (Career Exploration, Life Skills, Financial Management/Literacy through Goodwill Works, a soft skills training program that has embedded the required elements of the National Workforce Readiness Credential and meets the NWRC program specifications). Occupational Skills Training/Industry-Recognized Certification will focus on Certified Nurse Assistant/Certified Home Health Aide, CPR/First Aid Certification, Medical Insurance and Billing Certificate of Completion, and State of California Guard Card. The ESC will conduct Exit interviews and will use the Survey Monkey instrument to survey participant satisfaction. Access to Supportive and Referral Services will be provided throughout the duration of the program. Together with a strong mentoring component, supportive services alleviate barriers and facilitate successful matriculation through training. Transportation, child care, and other supports that mitigate barriers to training are provided through funding established from various local foundations, grants, and financial support underwritten by

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the Goodwill SOLAC Board of Trustees. Performance and program incentives will also be used to maximize positive outcomes.

f. Plans to expose and train youth in high-growth/high-demand occupation(s) (specify the focused occupations).

Goodwill SOLAC's training programs are currently focused on the high-growth/high-demand health care and loss prevention industries. Outreach and orientation activities will expose youth to the specified focus occupations: Certified Nurse Assistant/Certified Home Health Aide (C.N.A./C.H.H.A.), Medical Insurance and Billing, or Security Guard (Loss Prevention).

g. Plans to provide the required Work Readiness Skills training.

The Goodwill Works Employment Preparedness training program is a curriculum that embeds NWRC specifications in the areas of Life Management Skills, Career Skills, Interpersonal Skills and Behavior Skills. Goodwill SOLAC will ensure that all enrolled youth are provided work-readiness training in accordance with the learning standards of the four NWRC modules: Situational Judgment; Oral Language; Reading and Understanding; and Using Math to solve problems.

h. What and how assessment tool(s) will be used to pre- and post-test youth; determine their suitability, need and interest for training in targeted occupation(s)/industry(ies); and verify the attainment of skills/knowledge required to enter and become employed in such occupations.

The ESC will administer the TABE test for basic skills and Goodwill Works/NWRC assessment tools for work readiness. Specific program training exams will verify attainment of occupational skills/knowledge. The California Department of Consumer Affairs Bureau of Security and Investigative Services registers and issues the State Guard Card after successful passing of the training exam; the California Department of Public Health Licensing and Certification Division Aide and Technician Certification Section verifies skills/knowledge attainment for C.N.A./C.H.H.A certification. Long Beach School for Adults issues the industry recognized Certificate of Completion for Medical Insurance and Billing.

i. Industry-recognized certificate(s) youth will earn by participating in the program, and how they relate to the agency's targeted high-growth, high-wage industries.

Goodwill SOLAC projects that a total of nineteen (19) students will earn credentials in the high growth, high demand Health care industry: Sixteen (16) students will achieve State Certification (C.N.A./C.H.H.A.) and three (3) students will earn the Medical Insurance and Billing Certificate of Completion. In addition, three (3) students will earn State of California Guard Card Certification in the fast growth Loss Prevention industry that encompasses employment opportunities across numerous industry sectors, including retail, transportation, leisure and hospitality, and homeland security.

j. How program will provide youth with the skills necessary to job search and how your organization plans to assist youth in job placement.

To support employment and hiring, the assigned Employment Services Coordinator will educate and assist students with writing resumes, job search skills and interviewing

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skills. Relationships are maintained with local employers who are invited to each graduation to meet with students and immediately set up interviews for possible employment. Job placement and retention services are ongoing throughout the year.

k. Plans and strategies to achieve outcomes related to WIA-performance measures, including retention of youth in planned services.

Goodwill SOLAC's Employment Services Coordinator will provide case management, support services, program incentives, and performance incentives to achieve outcomes related to WIA-performance measures including retention of youth in planned services.

l. When and where will services be delivered, including how agency will ensure a safe and friendly environment for youth.

Services will be delivered between July 1, 2012, and June 30, 2013. Classroom training is conducted at the Goodwill main campus located at 800 West Pacific Coast Highway, in Long Beach, California. The apprenticeship portion of the Loss Prevention Training is provided at a variety of Goodwill store sites and in other departments to be announced. The clinical portion of Health Care training is provided at a variety of convalescent homes in the Long Beach area. Goodwill will provide a secure learning environment during the entire length of training. All Goodwill facilities are American with Disabilities Act (ADA) accessible.

m. A continuous improvement plan indicating how agency will evaluate program progress and participants success on monthly, quarterly, and annual bases.

Goodwill SOLAC's Organizational Strategic Plan outlines a continuous improvement process and provides benchmarks and goals by which to evaluate program achievements. Goodwill SOLAC's Quality Assurance Coordinator is responsible for data collection, report writing, and analysis of program outcomes, trends and program support enhancements. Goodwill SOLAC uses the Vertex Pathway Case Management software system and Goodwill SOLAC staff have access to and training on the use of the Pacific Gateway Workforce Investment Network's Virtual One Stop electronic case management system. Monthly and quarterly program performance reports are generated from these systems and submitted to the Director of Workforce Development for review and follow up action as needed, including monthly, quarterly and annual reports that are prepared for review by the CEO, the Workforce Development Committee (a standing committee to the Board, currently comprised of six Board of Trustees members and facilitated by the Goodwill SOLAC Director of Workforce Development), as well as the full Goodwill SOLAC Board of Trustees.

n. Plans and strategies to incorporate skills training and certification that would be incorporated.

Goodwill SOLAC's workforce development plans and strategies incorporate a sectoral approach that identifies emerging employment trends, develops and maintains public-private partnerships, and works with local educators and employers to identify basic skills and qualifications. Goodwill SOLAC provides access to skills remediation, supportive services, mentoring, and work readiness training to alleviate barriers to employment. In collaboration and consultation with industry leaders, Goodwill SOLAC builds skills training and certification programs for the target population leading to career wages that allow for economic self-sufficiency.

LBSA LONG BEACH SCHOOL FOR ADULTS
Office of the Principal

March 27, 2012

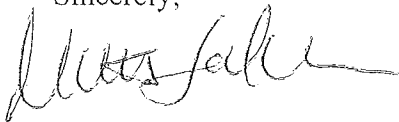
Janet McCarthy
President and CEO
Goodwill Serving the People of Southern Los Angeles County
800 W. Pacific Coast Highway
Long Beach, CA 90806

Dear Ms. McCarthy:

This letter is being sent in support of the Goodwill Serving the People of Southern Los Angeles County's (Goodwill SOLAC) proposal to provide employment training services as part of the Pacific Gateway Workforce Investment Network's Workforce Investment Act Title I Out of School Youth Academy Projects (WIB RFP #HR12-001). As a contracted instruction provider for the Goodwill SOLAC Health Care training programs, the Long Beach School for Adults currently provides clinical instructors, curriculum and clinical practicum training sites.

Should Goodwill SOLAC be awarded the WIA Out of School Youth Academy contract, Long Beach School for Adults is prepared to continue to provide its services for this project. Please do not hesitate to contact me at 562-595-8893 ext 266 should you require additional information. Long Beach School for Adults looks forward to a long term partnership with Goodwill SOLAC.

Sincerely,



Matt Saldana
Principal
Long Beach School for Adults



SECURE-TEK, INC
Organized Retail Crime Investigations

Corporate Headquarters

333 City Boulevard West, 4th Floor
Orange, California 92658
(800) 714-8898 • (800) 714-6893 fax

License Numbers 25890 / 16000 / 1020
State License List Available Upon Request

www.secure-tek.net

March 27, 2012


Janet McCarthy
President and CEO
Goodwill Serving the People of Southern Los Angeles County
800 W. Pacific Coast Highway
Long Beach, CA 90806

Dear Ms. McCarthy:

This letter is being sent in support of the Goodwill Serving the People of Southern Los Angeles County's (Goodwill SOLAC) proposal to provide employment training services as part of the Pacific Gateway Workforce Investment Network's Workforce Investment Act Title I Out of School Youth Academy Projects (WIB RFP #HR12-001). As a contracted instruction provider for the Goodwill SOLAC Loss Prevention training program, Secure-Tek, Inc. currently provides licensed instructors, curriculum and in-the-field training instruction and supervision as well as linkages to employment opportunities in the greater Long Beach and Los Angeles area.

Should Goodwill SOLAC be awarded the WIA Out of School Youth Academy contract, Secure-Tek, Inc. is prepared to continue to provide its services for this project. Please do not hesitate to contact me at 800-714-8898 should you require additional information. Secure-Tek, Inc. looks forward to a long term partnership with Goodwill SOLAC.

Sincerely,


Jay Burke
President
Secure-Tek, Inc.

EMPLOYMENT SERVICES COORDINATOR

EXECUTIVE SUMMARY

Highly qualified employment professional offering more than fifteen years of employee/employer relations, job development, pre-employment and retention training, and placement services.

- Strong Interpersonal Skills
- Youth/Adult Employment Counseling
- General Office
- Microsoft XP Software
- Scheduling Appointments/Interviewing
- Job Development/Internship Coordinating
- Internet Savvy
- Data Tracking

QUALIFICATION HIGHLIGHTS

- More than ten years experience matching low income jobseekers with career-oriented employers.
- Coordinate and conduct workshops and job fairs.
- Able to work well and independently in high pressure situations.
- Develop and maintain strong relationships with community partners and employers.
- Knowledge of pre-apprentice and union apprentice training programs.
- Strong leadership and team player attitude.
- Knowledge of Workforce Investment Act programs, policies and activities. Active role in special assignments and committees.

EDUCATION

Business Administration - Human Resources/Management December' 2009
California State University, Dominguez Hills, Carson, CA

EMPLOYMENT HISTORY

Goodwill Serving the People of Southern Los Angeles County, Long Beach, CA May 2010 ~ Present

Employment Services Coordinator

Recruit, interview, and select out-of-school youth for Workforce Investment Act (WIA) Goodwill Healthcare Training Program. Attend job fairs, employer collaborations, and healthcare consortiums. Manage a caseload of thirty participants. Recruit and maintain relationships with healthcare employers. Job match program graduates with established employer network. Develop program strategies based on healthcare trends and forecasts.

Long Beach Job Corps Center, Long Beach, CA October' 2008 ~ August' 2009

Work-Based Learning (Internship) Coordinator

Established, managed, and operated the Work-Based Learning (internship) department. Developed and implemented procedures according to the national Policies and Requirements Handbook. Coordinated work-based linkages including the development of on/off center vocationally-related work based learning sites and job placement opportunities. Served as liaison between vocational instructors and work site supervisors.

Los Angeles Job Corps Center, Los Angeles, CA

January' 2007 ~ October' 2008

School-to-Work (Internship) Coordinator

Established cooperative agreements with community partners and local employers. Disseminated weekly/monthly reports. Created promotional material to promote program. Monitored students' on-the-job performance. Conducted monthly orientation sessions to inform students of internship responsibilities.

Los Angeles Job Corps Center, Los Angeles, CA

September' 2003 ~ December' 2006

Career Transition Specialists

Assisted program graduates with enrolling into secondary education, military enlistment, and/or finding gainful employment. Presented pre-employment and job retention strategies to job-ready students. Correlated and administered workshops and presentations. Established relationships with corporations to promote Job Corps program. Managed large caseloads.

CYNTHIA D. BARNES

844 E Turmont Street
Carson, CA 90746

Email: barnes-cynthia@sbcglobal.net

Home (310) 768-3365
Cell (310) 901-0727

OBJECTIVE

- To obtain a position with a company that utilizes my experience, interpersonal skills, and leadership ability for mutual benefit.

HIGHLIGHTS OF QUALIFICATIONS

- Personable and persuasive in communicating creatively with individuals from all cultured and economic levels.
- Well organized, able to meet deadlines, self-motivated, and confident in making independent decisions.

EXPERIENCE

Goodwill, Serving the People of Southern Los Angeles County

08/10 – Present

Employment Services Coordinator

- Responsible for recruitment, supervision/coordination, case management, and job development of participants and third party vendors/partners in the Healthcare Training Program for Certified Nurse Assistant, Certified Home Health Aide, and Allied Healthcare.
- Provide job coaching and conduct employment readiness assessments.
- Develop individual service/placement plans with participants along with referring them to other appropriate community resources if needed.
- Refer participants to appropriate Goodwill Works employment and career development training.
- Conduct employer outreach and develop appropriate job openings for participants.
- Approve supportive services that benefit the employment plan of participants.
- Responsible for post employment needs of participants and follow-up measurements for up to five years retention services.

Occupational Therapy Training Program

01/10 – 08/10

Case Manager/Employment Specialist

- Handle case management and conduct/facilitate classroom instruction utilizing career training/work readiness curriculum for at-risk youth under the Workforce Investment Act (WIA), American Recovery Reinvestment Act (ARRA), and Department of Labor Young Parents Demonstration (YPD) along with retention services.
- Primary contact person at various school sites and conduct school and/or in-home visits when necessary.
- Organize, develop, and enhance career training/work readiness curriculum and act as a liaison between occupational therapist and clinical therapist.
- Assist clients with community outreach, individual job search, and other resources related to job placement.
- Participate in Multi-Disciplinary Teams in an effort to address youth and family needs.
- Provide life skills and work readiness training in a group setting and/or individual (one on one) basis.
- Assist in conducting intakes and orientations to new clients/parents for WIA, ARRA, YPD, and the Summer Youth Employment Program (SYEP).
- Help promote self esteem, positive social behaviors, along with attention skills to enhance and/or develop effective learning and life skills.
- Create Individual Service Strategies (ISS) for program participants to address barriers to employment and education along with assisting youth to enroll in local schools to complete high school diploma, general equivalency degree (GED), and/or college level courses required for employment.

Children's Home Society of California

03/08 – 12/09

Program Specialist I

- Handled case management of 165 families with knowledge of the family services systems such as GEARS.
- Monitored subsidized childcare services for eligible families within Los Angeles County.
- Determined family eligibility for Alternative payment and CalWORKS Stage 2 and Stage 3 families.
- Provided assistance to parents and helped establish their childcare needs.
- Assisted childcare providers with childcare attendance sheets and provider payment questions.
- Offered referrals to parents such as childcare, social service, immunizations, and healthcare.
- Prepared written correspondence to parents and childcare providers.
- Set up and monitored delinquent payment agreements for families that were behind on their family fees.

Arbor Education and Training

10/07 – 03/08

Career Consultant

- Facilitated workplace education and training workshops, and provided support services such as housing and rental assistance, food vouchers and food boxes, transportation, infant carrier and child safety seats, strollers, and basic needs to adults with barriers to employment in the Welfare-To-Work program.
- Participated in Multi-Disciplinary Team meetings to address the individual participants cooperation, barriers to employment, family and child needs, helped develop family case plans along with priorities, and the Welfare-To-Work plan.
- Facilitated job search readiness workshops and job development in a motivational setting.
- Assisted in structured job search activities, providing family based pre and post employment support services, ongoing job retention services, documentation, file and computer entry work, and other duties as assigned.
- Worked directly with county case workers and other subcontractors to determine best course of action.
- Entered CalWIN and email narrations to county case workers regarding their Welfare-To-Work participant.

AMC Mortgage Services

10/04 – 10/07

Home Retention Specialist II

- Handled diversified and escalated telephone inquiries and correspondence of a specialized nature.
- Conducted necessary research and applied sound judgment and discretion.
- Made outbound calls and took inbound calls for 91 days plus delinquent mortgage loans.
- Made contact with borrowers or third party representatives and prepared workout plans to resolve delinquency.
- Discussed alternatives to foreclosure with borrowers.
- Customized special repayment plans to assist borrowers.
- Made contact with customers, vendors, and investors as well as Loan Servicing personnel.

EDUCATION

University of Phoenix 2011

Master of Business Administration

University of Phoenix 2007

Bachelor of Science in Criminal Justice Administration

LICENSE

Realtor/Sales Associate 2003 - Present

BENICIO ESPITIA

3741 E. FOUNTAIN STREET
LONG BEACH, CALIFORNIA 90804

HOME: (562)-498-6196
BUSINESS: (562)-435-3411

OBJECTIVE

Executive management position with a social services or health services agency utilizing extensive leadership experience in program management, program development and community/marketing relations.

HIGHLIGHTS OF QUALIFICATIONS

- ◆ Over twenty years of management experience in health care, mental health, social, and educational services.
- ◆ Utilize dynamic management principles gleaned from nonprofit and for-profit business experiences.
- ◆ Demonstrated success in development of long range program planning objectives through the use of strategic plans, financial planning best practices, and community stewardship.
- ◆ Strong combination of community relations and marketing skills.
- ◆ Successfully implemented outcome based and client driven programs tied to an annual agency purchase of services budget of over thirty-five million dollars.

PROFESSIONAL EXPERIENCE

Goodwill, Serving the People of Southern Los Angeles County Long Beach, CA

Director, Workforce Development

July 2000 - Present

- Developed and implemented workforce programs serving hundreds of individuals with barriers to employment inclusive of, but not limited to, welfare-to-work, deaf and hard of hearing, blind and low-vision, homeless and at-risk youth.
- Monitored department's adherence with national and state accreditation and certification policies and procedures.
- Supervised over twenty case managers, job developers, quality assurance specialists, and administrative support staff.
- Developed and implemented fee for services employment training and placement programs for review and approval by the State of California Department of Rehabilitation.
- Developed and implemented annual department workplans with corresponding budget of over 1.5 million dollars and prepared periodic management reports for review by Board of Trustees and other community stakeholders.
- Served as Goodwill community liaison to various community One-Stop Employment Centers, Chambers of Commerce and other professional organizations that impacted vocational and social services for disabled and disadvantaged individuals.

Frank D. Lanterman Regional Center

Los Angeles, CA

Director, Community Services

Jan 1995 - July 2000

Regional Manager, Hollywood/Wilshire Unit

- Responsible for managing a community services department that provided quality assurance, quality enhancement, and resource development services to hundreds of vendors who in turn provided services to over 5,000 infants, children and adults with developmental disabilities.
- Developed and implemented annual department workplans and prepared quarterly reports of department's conformance to the State of California Department of Developmental Services contract plan.

BENICIO ESPITIA

Page 2

**PROFESSIONAL
EXPERIENCE
CONTINUED**

- Identified and developed outcome based programs tied to an annual regional center purchase of services budget of over 35 million dollars to meet the needs of individuals with developmental disabilities in the greater Los Angeles area.
- Developed and facilitated a Business Advisory Council which included for profit corporations, government agencies, and nonprofit organizations resulting in increased employment opportunities for individuals with disabilities throughout the greater Los Angeles area and increased fund development opportunities for the agency.
- Attracted diverse business and community leaders to participate in panel discussions, community hearings, focus groups and various workgroups resulting in stronger community ownership of agency mission and performance challenges.
- Supervised thirteen social workers who provided case management services to over 1,200 clients and their families in the Hollywood/Wilshire, West Hollywood, and Koreatown areas.

ADVOCATE SCHOOLS

Van Nuys, CA

Campus Director

Aug 1990 – Jan 1995

- Managed a non-public educational program serving severely emotionally disturbed, intermediate and senior high school students in a closely monitored educational and residential setting.
- Maintained all staff records including attendance, payroll and credential files.
- Stressed continuing employee educational development to improve skills, increase job satisfaction and strengthen employee morale.
- Implemented an outcome based staff training program that included involving staff in decision and goal setting at every opportunity and team building.

DOMINGUEZ MEDICAL CENTER

Long Beach, CA

Psychiatric Program Director

Oct 1989 – Aug 1990

- Managed sixteen-bed inpatient adult psychiatric program on a 24 hours/7 days a week basis.
- Developed referral agency and provider contacts via development of face-to-face relationships.
- Served as corporate liaison to hospital administration, families, school districts, police departments, Department of Probation and Department of Social Services.

ACRMD*

New York, NY

Program Director

Aug 1982 – Oct 1989

Speech/Language Pathologist

- Directed the largest nonprofit day program for mentally retarded adults in Brooklyn, New York, serving 170 clients with over 75 staff and volunteers.
- Delegated appropriate responsibilities to various staff, collaborating on a scheduled basis to maintain a smooth flow of operations.

* Association for Children with Retarded Mental Development

M.A., Speech and Language Pathology, UNIVERSITY OF MASSACHUSETTS, 1982
B.S., Communication Disorders, UNIVERSITY OF TEXAS, 1980

References provided upon request.

EDUCATION

REFERENCES

TAMORI PARMER
4002 W. 164TH ST. UNIT B
LAWNDALE, CA. 90260
(310) 614-6039

OBJECTIVE

SEEKING A POSITION AS PROGRAM MANAGER, THAT WILL UTILIZE MY EXPERIENCE IN PLACING PEOPLE WITH BARRIERS TO EMPLOYMENT IN PRODUCTIVE AND COMPETITIVE EMPLOYMENT.

PROFESSIONAL SUMMARY

OVER 10 YEARS OF EXPERIENCE SUPERVISING JOB TRAINING AND PLACEMENT PROGRAMS.

EMPLOYMENT HISTORY

FOCUS PSYCHOLOGICAL EDUCATIONAL SERVICES, LOS ANGELES, CA.
BEHAVIOR THERAPIST (2004-PRESENT).

- Provide in home, community and school services for people with challenging behaviors.
- Supervised consultants and review all reports.
- Train school staff and parents.
- Develop plans.

GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA, LOS ANGELES, CA. 2001 TO 2004.

POSITION: PROGRAM MANAGER

- Duties include supervising the daily operations of staff and vocational training programs.
- Supervised and provided training to staff, which included supervisors, coordinators, job developers and trainers.
- Case management responsibilities.
- Prepared client goals and objectives.
- Supervised Goodwill's Work Source Center.
- Provide case management services including writing daily notes.
- Participated in job development and placement activities.
- Enter all information into tracking system.
- Maintain database to track activities and client progress.
- Prepared and monitored program budget and oversee government contracts.
- Match clients to specific needs of the employers.
- Conducted intake and interest assessments.
- Supervised job developers and counselors.
- Prepare programs for CARF certification.
- Conducted time studies for various programs.

- Develop plans to meet program goals and outcomes.
- Monitor client progress and retention.
- Prepare statistical reports.
- Arrange job interviews.

ANFUSO VOCATIONAL SERVICES, ALHAMBRA, CA. 2000 to 2001.

POSITION: VOCATIONAL EVALUATION SPECIALIST.

- Provide vocational assessments for people seeking vocational training and employment.
- Interpret vocational assessment and make appropriate recommendation for training.
- Conduct interest assessments.
- Provide services to people with barriers to employment.
- Prepare reports for the various funding agencies.

DEPARTMENT OF REHABILITATION/DUBNOFF CENTER, NORTH HOLLYWOOD, CA. 1999 TO 2000.

POSITION: PROGRAM MANAGER

- Supervise staff and the day-to-day operations of vocational training programs.
- Develop business relationships with employers to develop employment opportunities.
- Conduct meetings with the various funding agencies.
- Supervise job developers, job coaches and employment specialists.
- Prepared program for CARF certification.
- Monitor job retention.
- Match client's skills with specific needs of the employers.
- Develop goals and objectives.
- Develop plans to meet program goals and outcomes.
- Conducted behavior management and job workshops.
- Assist students in enrolling in vocational training programs and college.
- Conduct intake activities.
- Prepare reports and monitor program budget.

INDEPENDENT CONTRACTOR. CA. 1992-1999, PART-TIME.

POSITION: COUNSELOR

- Supervise client in employment program.
- Conduct living skills activities.
- Problem-solve.
- Monitor inappropriate behaviors and make referrals.
- Conduct in-home visits.

EDUCATION

**CALIFORNIA STATE UNIVERSITY, NORTHRIDGE
BACHELOR OF ARTS DEGREE IN, LIBERAL STUDIES.**

f. Certification Test fees - to provide fees for participants to sit for C.N.A./CHHA test.			
(\$90 x 20 participants)		\$1,800	\$1,800
g. Stipends - stipends for successful completion of training programs and			
successful employment placement w/in 3 months of graduation (\$150 x 30 participants).		\$4,500	\$4,500
h. Work Related Uniforms - to provide scrubs uniforms, shoes, stethoscopes, .			
etc. (\$150 x 25 participants + \$75 x 5 participants =).		\$4,125	\$4,125
i. CPR/First Aid Fees - Red Cross testing fees (\$50 x 20 participants)		\$1,000	\$1,000
j. Gas Cards - Gas cards in the amount of \$25 for participants to attend class,			
mentoring sessions and in the field training. (30 participants x 25 x 2 cards).	\$1,500		\$1,500
kl. Performance Incentives - \$300 x 30 participants	\$9,000		\$9,000
l. Program Incentives - \$250 x 30 participants	\$7,500		\$7,500
p. Other Graduation Supports - graduation ceremonies, certificates, etc.		\$1,000	\$1,000
Subtotal Support Services	\$18,000	\$17,875	\$35,875
VI. OFFICE SUPPLIES/TRAINING SUPPLIES			
a. Office Supplies		\$500	\$500
b. Postage		\$300	\$300
c. Printing/Duplicating - copying of modules, study, and testing materials.	\$300	\$1,000	\$1,300
d. **Nursing Assistant Training Supplies - general clinical training supplies.	\$750	\$2,250	\$3,000
Subtotal Computers, Training Supplies, Travel, etc.	\$1,050	\$4,050	\$5,100
SUBTOTAL BUDGET	\$90,386	\$47,742	\$138,128
Administrative Costs @ 10%	\$9,038	\$4,774	\$13,812
TOTAL BUDGET	\$99,424	\$52,516	\$151,940

ATTACHMENT C

WIA YOUTH PROGRAM AGENCY EXPERIENCE VERIFICATION FORM

To be completed by WIA RFP Respondent/Agency

A. Applicant/Agency Name: Goodwill Serving the People of Southern Los Angeles County	
1. Funding Agency Name: Long Beach Dept. of Health & Human Svcs.	2. Contact Person and Telephone No.: Susan Price 562-570-4003
3. Contract Period: 8/1/11 - 7/31/12	4. Types of Funds: HUD Continuum of Care
5. Amount Received: \$49,723.00	6. Amount Spent: \$28,723.00
7. Contract Activities: Workforce Development	8. Years Working with this Funding Source 8 yrs.

To be completed by WIA RFP Respondent's Funding Agency

B. Administrative Experience		YES	NO
1.	Has the agency shown the capability to successfully administer grant funds and meet contracted goals? (If "No," provide comments in section D)		
2.	Has the agency successfully resolved performance problems in a timely manner? (If "No," provide comments in section D)		
3.	Has the agency consistently submitted complete and accurate records and reports in a timely manner? (If "No," provide comments in section D)		
4.	Have there been any findings of irregularities regarding the agency, its officers, its Board of Directors? (If "Yes," provide comments in section D)		
5.	Has the agency had costs questioned by an audit or monitoring review? (If "Yes," provide comments in section D)		
6.	Does the agency have unresolved disallowed costs? (If "Yes," provide comments in section D)		

C. Probation Sanction		YES	NO
1.	Has the Applicant/Lead Agency been placed on probation in any program it has administered through your funding source? (If "Yes," provide comments in section D)		
2.	Has the Applicant/Lead Agency been sanctioned or had program funds de-obligated in any program it has administered through your funding source? (If "Yes," provide comments in section D)		

List performance measures that have been utilized either by the funding source or in-house to measure the success of Respondent/Agency's program.

D. Performance Measures (e.g. Entered Employment Rate)	Benchmark Performance Level (e.g. 60% after exit)	Agency Performance Level (Actual Agency Performance Level)

Comments (Attach additional pages if needed):

AUTHORIZATION OF VERIFICATION REPORT:

Authorized Signature of Funding Agency Verifying Report

Date

Name of Authorized Signatory of Funding Agency Verifying Report

Title

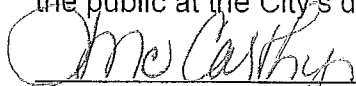
Telephone Number

Fax Number

E-mail Address

RFP RESPONDENT'S AUTHORIZATION TO RELEASE INFORMATION:

On behalf of my organization, I am authorizing the funding agency named in line ^{A1}~~B~~ to release the information requested on this AGENCY EXPERIENCE VERIFICATION and any other information that will aid Pacific Gateway in evaluating our demonstrated ability in operating youth programs. All information so released will become part of a public document, subject to review and inspection by the public at the City's discretion, in accordance with the Public Records Act.



Authorized Signature of Respondent/Agency

3/28/12

Date

Janet McCarthy

Name of Authorized Signatory

President and CEO

Title

562-435-3411

Telephone Number

562-436-4315

Fax Number

jmccarthy@goodwillsolac.org

E-mail Address

ATTACHMENT C

WIA YOUTH PROGRAM AGENCY EXPERIENCE VERIFICATION FORM

To be completed by WIA RFP Respondent/Agency

A. Applicant/Agency Name: Goodwill Serving the People of Southern Los Angeles County	
1. Funding Agency Name: Long Beach Community Action Partnership	2. Contact Person and Telephone No.: Marisa Semense 562-216-4600
3. Contract Period: 3/1/11 - 12/30/11	4. Types of Funds: Community Services Block Grant
5. Amount Received: \$60,000.00	6. Amount Spent: \$60,000.00
7. Contract Activities: Workforce Development	8. Years Working with this Funding Source 2 yrs.

To be completed by WIA RFP Respondent's Funding Agency

B. Administrative Experience		YES	NO
1.	Has the agency shown the capability to successfully administer grant funds and meet contracted goals? (If "No," provide comments in section D)		
2.	Has the agency successfully resolved performance problems in a timely manner? (If "No," provide comments in section D)		
3.	Has the agency consistently submitted complete and accurate records and reports in a timely manner? (If "No," provide comments in section D)		
4.	Have there been any findings of irregularities regarding the agency, its officers, its Board of Directors? (If "Yes," provide comments in section D)		
5.	Has the agency had costs questioned by an audit or monitoring review? (If "Yes," provide comments in section D)		
6.	Does the agency have unresolved disallowed costs? (If "Yes," provide comments in section D)		

C. Probation Sanction		YES	NO
1.	Has the Applicant/Lead Agency been placed on probation in any program it has administered through your funding source? (If "Yes," provide comments in section D)		
2.	Has the Applicant/Lead Agency been sanctioned or had program funds de-obligated in any program it has administered through your funding source? (If "Yes," provide comments in section D)		

List performance measures that have been utilized either by the funding source or in-house to measure the success of Respondent/Agency's program.

D. Performance Measures (e.g. Entered Employment Rate)	Benchmark Performance Level (e.g. 60% after exit)	Agency Performance Level (Actual Agency Performance Level)

Comments (Attach additional pages if needed):

AUTHORIZATION OF VERIFICATION REPORT:

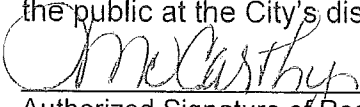
Authorized Signature of Funding Agency Verifying Report _____
Date

Name of Authorized Signatory of Funding Agency Verifying Report _____
Title

Telephone Number _____
Fax Number _____
E-mail Address

RFP RESPONDENT'S AUTHORIZATION TO RELEASE INFORMATION:

On behalf of my organization, I am authorizing the funding agency named in line ~~6~~^{A1} to release the information requested on this AGENCY EXPERIENCE VERIFICATION and any other information that will aid Pacific Gateway in evaluating our demonstrated ability in operating youth programs. All information so released will become part of a public document, subject to review and inspection by the public at the City's discretion, in accordance with the Public Records Act.

 _____ 3/28/12
Date

Authorized Signature of Respondent/Agency

Janet McCarthy _____
President and CEO

Name of Authorized Signatory Title

562-435-3411 _____
562-436-4315 _____
jmccarthy@goodwillsolac.org

Telephone Number Fax Number E-mail Address

ATTACHMENT D

LFP

CITY OF LONG BEACH
DEPARTMENT OF HUMAN RESOURCES
PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK

PROJECT BUDGET

Agency Information:

Name: Goodwill Serving the People of Southern Los Angeles County (Goodwill SOLAC)

Address: 800 W. Pacific Coast Highway Long Beach, CA 90806
Street City Zip Code

Telephone Number: 562-435-3411

Fax Number: 562-436-4315

Email Address: jmccarthy@goodwillsolac.org

Contact Person: Janet McCarthy, President and CEO

Federal ID: 95-1644017

Agreement Information:

Budget Period: _____

Contract No: _____

Effective Date: _____

Amendment No: _____

Funding Source: Workforce Investment Act Title I

Project Name: Out-of-School Youth Academy Projects

City of LB/ Pacific Gateway Workforce Investment Network	
Fiscal Approval: _____	Date: _____
Signature	
Print Name: _____	

BUDGET DETAIL

AGENCY: Goodwill SOLAC _____

IN-DIRECT/ADMINISTRATIVE COST (10% CAP)			Budget Total
	PERCENTAGE		Total
Administrative Costs	10%		\$9,038.00
		TOTAL	9,038.00

SALARIES & WAGES			
Position Title/Hr.Salary	No. of Months	% of Time	Total
Employment Services Coord.	\$ 12.00	50%	21,000.00
		TOTAL	21,000.00

FRINGE BENEFITS			
Description	% Rate	Rate Applied to:	Total
POSITION A			
FICA	7.65	100%	\$1,606.00
Workmen's Compensation	2.5	100%	\$525.00
Health & Welfare Insurance	5	100%	\$1,050
Retirement or Pension	0		\$0
Other SUI	1.5	100%	\$315
Vacation, Sick Accruals	4	100%	\$840
POSITION B			
FICA			
Workmen's Compensation			
Health & Welfare Insurance			
Retirement or Pension			
Other SUI			
		TOTAL	4,336.00

TRAINING MATERIALS & SUPPLIES			
Description		Quantity/Price	Total
Study, testing materials, etc.			\$1,050.00
		TOTAL	1,050.00

OPERATING COSTS			
Description		Quantity/Price	Total
		TOTAL	-

BUDGET DETAIL

AGENCY: Goodwill SOLAC _____

PROGRAM - OTHER

Description		Quantity/Price	Total
Medical Core Instruction		20/\$300	\$6,000.00
Clinical Instruction		20/\$2,000	\$40,000.00
		TOTAL	46,000.00

PARTICIPANT RELATED EXPENSE

INCENTIVES

(See PGWIN Policy Memorandum
WDB-20 for details)

Description		Quantity/Price	Total
Performance Incentives	\$300 max per participant	30	\$9,000.00
Program Incentives	\$250 max per participant	30	\$7,500.00
		TOTAL	16,500.00

SUPPORTIVE SERVICES

Description		Quantity/Price	Total
Transportation/Gas Cards		60/\$25.00	\$1,500.00
		TOTAL	1,500.00

GRAND TOTAL

\$ 99,424.00

MATCH CONTRIBUTION

Description		Quantity/Price	Total
All are cash contributions:			
Division Director 10%			\$10,000.00
QA Coordinator 10%			\$5,200.00
Administrative Secretary 10%			\$2,800.00
Fringe @ 20.65%			\$3,717.00
Mentor Services Coor 10%			\$2,000.00
Goodwill Works Instructor 25%			\$2,100.00
All Other Supportive Services			\$13,375.00
Stipends (\$150 x 30)			\$4,500.00
Office Supplies, Postage,			\$800.00
Other Training Supplies			\$3,250.00
Administrative Costs 10%			\$4,774.00
		TOTAL	52,516.00

BUDGET INFORMATION

AGENCY: Goodwill SOLAC

SECTION A - Budget Summary by Categories

Acct.No.	Budget Category	Budget
118	Indirect Costs/Administrative	\$9,038.00
201	Staff Salaries	\$21,000.00
202	Fringe Benefits	\$4,336.00
203	Training Materials & Supplies	\$1,050.00
204	Operating Costs	\$0
205	Program - Other	\$46,000.00
PARTICIPANT RELATED COSTS		
301	Incentives	\$16,500.00
302	Support Services	\$1,500.00
TOTALS		\$ 99,424.00

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

Acct. No.	Budget Category	
	In-Kind Contribution	\$0
	Cash Match Contribution	\$52,516.00
Note:		

Janet McCarthy
President & CEO

March 27, 2012

Pacific Gateway Workforce Investment Network
RFP Review Committee
Operations Division
3447 Atlantic Avenue, 3rd Floor
Long Beach, CA 90807

Dear RFP Review Committee:

This letter is sent as a confirmation of commitment of cash resources from Goodwill Serving the People of Southern Los Angeles County (Goodwill SOLAC) as part of Goodwill SOLAC's participation under the City of Long Beach Workforce Investment Act Title I Out of School Youth Academy Projects (WIB RFP # HR12-001). Goodwill SOLAC's cash match commitment for this project is \$52,516.00.

These funds will be utilized for Goodwill SOLAC's training, case management services, program supervision, participants' support services, data and program outcomes reporting. Goodwill SOLAC's cash resources come from the Goodwill SOLAC general funds and are available as of the date of this letter.

Please do not hesitate to contact me at 562-435-3411 x222 should you have any questions regarding this letter.

Sincerely,



Janet McCarthy
President and CEO

Goodwill is a community resource, providing skill development and work opportunities, to help people feel whole through the power of work.

ACCEPTANCE OF CERTIFICATION

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this 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 prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed 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 department or agency with which this transaction originated.

INSTRUCTIONS FOR COMPLETING THE FORM, ATTACHMENT E –DEBARMENT CERTIFICATIONS

1. Pacific Gateway is partially financed with Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City checks the Excluded Parties List System at www.epis.gov to make sure that vendors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business. The finding that "Your search returned no results" is an indicator of compliance.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at anytime, your business or persons associated with your business become debarred or suspend, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

*If you have any questions on how to complete this form, please contact the
City of Long Beach, Business Relations, Purchasing Division at 562-570-6200*

ATTACHMENT F
DRUG FREE WORKPLACE CERTIFICATION

DRUG FREE WORKPLACE CERTIFICATION

Goodwill Serving the People of Southern Los Angeles County
LEGAL NAME OF AGENCY: _____

The agency named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named agency will:

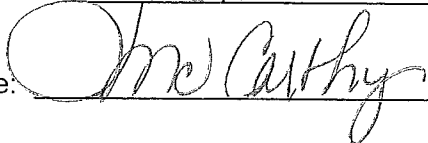
- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - 1. The dangers of drub abuse in the workplace,
 - 2. The person's or agency's policy of maintaining a drug-free workplace,
 - 3. Any available counseling, rehabilitation, and employee assistance programs, and
 - 4. Penalties that may be imposed upon employees for drub abuse violations.
- C. Provide as required by Government Code Section 8355(c), that every employee who works for the proposed contract or grant:
 - 1. Will receive a copy of the agency's drug-free policy statement, and
 - 2. Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the agency to the above-described certification. I am full 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: Janet McCarthy

Date Executed: 3/28/12 Executed in County of: Los Angeles

Signature: 

Title: President and CEO

Federal I.D. Number: 95-1644017

ATTACHMENT G
LOBBYING CERTIFICATION

FEDERAL 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 Federally-appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons 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, 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. All sub-recipients of subcontracts, sub-grants, and contracts under grants, loans, cooperative agreements 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 prerequisite for making or entering into this transaction imposed by Section, 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty for not less than \$10,000 and not more than \$100,000 for each such failure.

Janet McCarthy
Name and Title of Authorized Signatory


Signature

President and CEO
Title

3/28/12
Date



SF-LLL: DISCLOSURE FORM TO REPORT LOBBYING

1. Type of Federal Action			2. Status of Federal Action			3. Report Type:									
a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance			a. Bid/offer/application b. Initial award c. Post-award			a. Initial filing b. Material change For Material Change Only: Year _____ quarter _____ Date of last report _____									
4. Name and Address of Reporting Entity:				5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:											
Prime Subawardee Tier _____, if known: Congressional District, if known:				Congressional District, if known:											
6. Federal Department/Agency				7. Federal Program Name/Description:											
				CFDA Number, if applicable:											
8. Federal Action Number, if known:				9. Award Amount, if known:											
				\$ _____											
10 a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):				10b. Individual Performing Services (include address if different from No. 10a.) (last name, first name, MI):											
11. Amount of Payment (check all that apply):				13. Type of Payment (circle all that apply):											
\$ _____ actual \$ _____ planned				a. Retainer b. One-time fee c. Commission d. Contingent fee e. Deferred f. Other; specify: _____											
9. Form of Payment (check all that apply):															
a. Cash b. In-kind; specify: nature _____ Value _____															
14. Brief 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 in Item 11:															
(Attach Continuation Sheet(s) SF-LLL-A, if necessary)															
15. Continuation Sheet(s) SF-LLL-A attached:				Yes				No							
16. Information requested through this form is 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 semi-annually 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.								Signature: <u>Not Applicable.</u>				Print Name: _____			
								Title: _____							
								Telephone No.: <u>()</u> _____							

ATTACHMENT H
STATEMENT OF NON-COLLUSION

STATEMENT OF NON-COLLUSION

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.


Authorized Signature

3/28/12
Date

Janet McCarthy President and CEO
Print Name & Title

ATTACHMENT I W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Goodwill Serving the People of Southern Los Angeles County	
	Business name, if different from above Same as above.	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see Instructions) ▶	
	Address (number, street, and apt. or suite no.) 800 W. Pacific Coast Highway City, state, and ZIP code Long Beach, CA 90806 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	95-1644017

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person <i>McCarthy</i>	Date 3/28/12
-----------	------------------------------------------	---------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

ATTACHMENT J
EQUAL BENEFITS ORDINANCE DISCLOSURE

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, membership and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

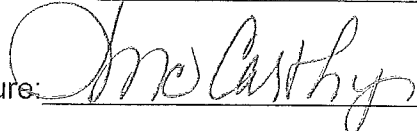
EQUAL BENEFITS ORDINANCE DISCLOSURE FORM – cont'd.

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: Janet McCarthy Title: President and CEO

Signature:  Date: 3/28/12

Goodwill Serving the People of Southern Los Angeles County
Business Entity Name: _____

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Goodwill SOLAC Federal Tax ID No. 95-1644017
Address: 800 W. Pacific Coast Hwy. Long Beach, CA 90806
City: Long Beach State: CA ZIP: 90806
Contact Person: Janet McCarthy Telephone: 562-435-3411
Email: jmccarthy@goodwillsolac.or Fax: 562-436-4315

Section 2. COMPLIANCE QUESTIONS

A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees.
 Yes No

B. Does your company provide (or make available at the employees' expense) any employee benefits?
 Yes No

(If "yes," proceed to Question C: If "no," proceed to section 5, as the EBO does not apply to you.)

C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
 Yes No

D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
 Yes No

(If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)

E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee?
 Yes No

(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

This section not applicable.

A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

_____ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

_____ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

_____ Upon expiration of the contractor's current collective bargaining agreement(s).

B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)

_____ Yes _____ No

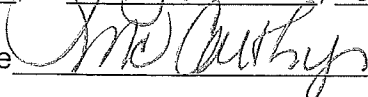
Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this 28 day of March, 2012, at Long Beach, CA

Name Janet McCarthy Signature 

Title President and CEO Federal Tax ID No. 95-1644017

ATTACHMENT K WORKFORCE INVESTMENT COVERAGE AREA MAP (FOR REFERENCE ONLY)

Governor-Designated Cities/Communities

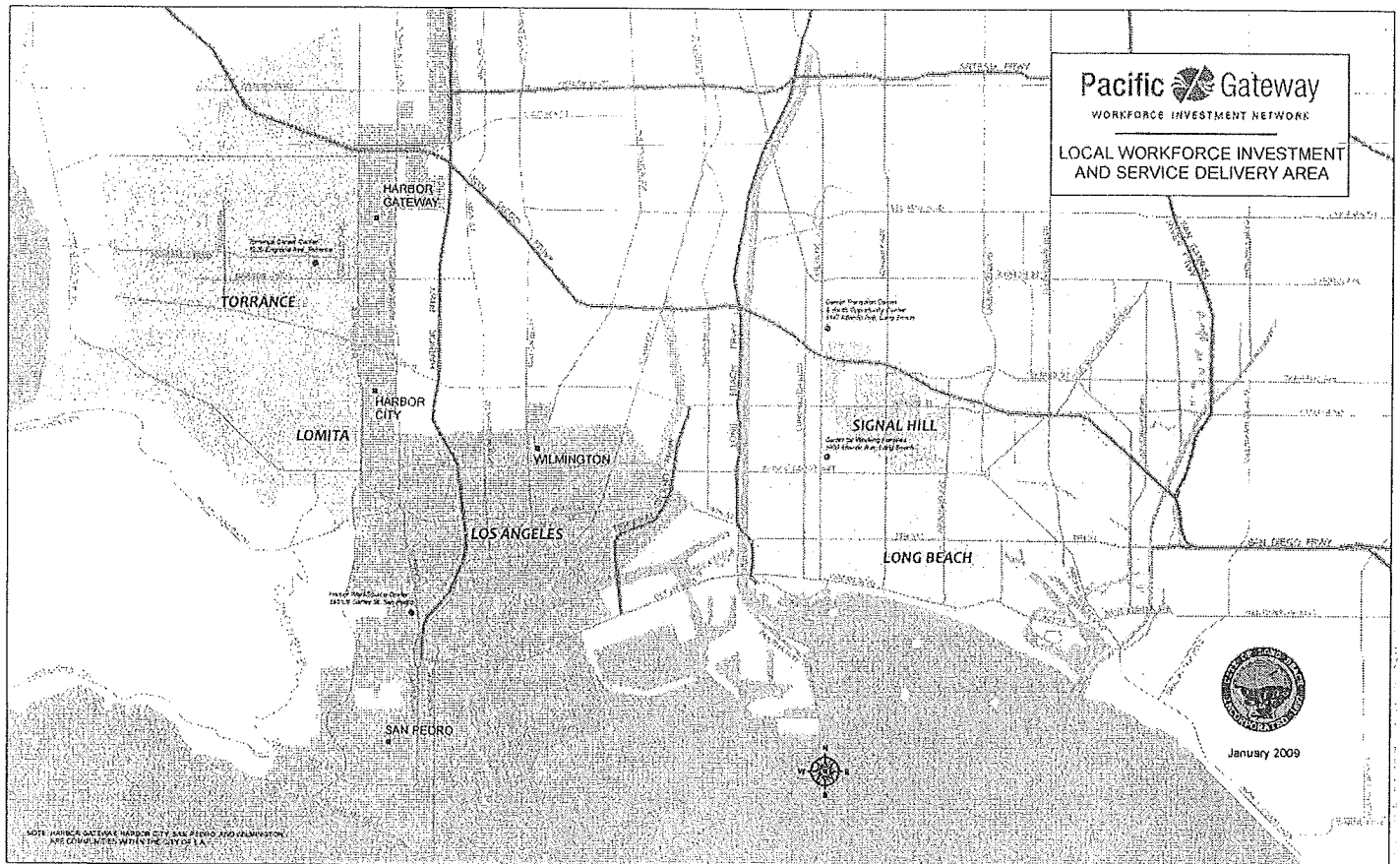
Workforce Policy, Regional Coordination, Brokering of Opportunities, Industry and Stakeholder Convening, Employment Services, Business Solutions, and Youth Development

- Lomita
- Long Beach
- Signal Hill
- Torrance

Contracted Cities/Communities

Employment Services – Adult Residents and Businesses

- Harbor City (Contract-In with City of Los Angeles)
- San Pedro (Contract-In with City of Los Angeles)
- Wilmington (Contract-In with City of Los Angeles)





Goodwill®

Serving the People of Southern Los Angeles County

2012 Board Roster

BRAD WARD – WARDS FURNITURE, President

HARRY SALTZGAVER, GAZETTE NEWSPAPER, Associate Publisher/Executive Editor

EDWARD PEARSON, RETIRED

CHARLES TUCKER - TUCKER CONSULTING GROUP

LARRY R. DeJARNETT – THE LAMAR GROUP - RETIRED

SUSAN BYRNE - COMMUNITY HOSPITAL Long Beach/Memorial Care

MICHAEL PAULS - MICHAEL PAULS ASSOCIATES

JAMES DREW LAWSON, Esq., ATTORNEY AT LAW

ROBERT LASKEY - REVELATION 360

DANIEL K. BONAWITZ - AMERICA HONDA MOTOR CO., INC. (RETIRED)

TRACY COLUNGA – CITY OF LONG BEACH DEPT. OF HEALTH & HUMAN SERVICES, Program Manager

JEFFREY CORNEJO, Ed. D. – MILLIKAN HIGH SCHOOL, Principal

JOHN CLARIDY - TOYOTA MOTOR SALES, USA, INC., Incentive Manager

ANITRA DEMPSEY, CITY OF LONG BEACH CITIZEN POLICE COMPLAINT COMMISSION, Executive Director

DAN DESCARGAR, TOYOTA MOTOR SALES, INC., Retail Strategy Manager

RICK DUREE - LONG BEACH FIRE DEPT, Deputy Chief (Retired)

DOUGLAS EMERY, DDS - EMERY & EMERY GENERAL DENTISTRY

IVY ARLINDA GOOLSBY - LONG BEACH AREA CHAMBER

JIMMY JONES - JCM GROUP-HERRY INTERNATIONAL, INC

CORINNE SCHNEIDER-JONES - CITY OF IRVINE, Manager Health and Human Services

JOSEF LEVY - LONG BEACH POLICE DEPARTMENT, West Side Commander

VALERIE MARTIN – Consultant

HELEN NAJAR - REALTOR

KIMMO SAHAKANGAS - BRYANT PALMER SOTO, Architect

JULIA R. SCALISE - MENTAL HEALTH ASSOCIATION IN LOS ANGELES COUNTY, Chief Development Officer

MATTHEW (Matt) SALDANA - L. B. REGIONAL OCCUPATIONAL PROGRAM, Principal

REV. CHRISTOPHER WILKE - CROSSROADS CHURCH, Community Activist/Minister

Desktop/Board Roster/2011 Board Roster Revised: 10/5/11

Exhibit C

CITY OF LONG BEACH
DEPARTMENT OF HUMAN RESOURCES
PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK

PROJECT BUDGET

Agency Information:

Name: Goodwill Serving the People of Southern Los Angeles County (Goodwill SOLAC)

Address: 800 W. Pacific Coast Highway Long Beach, CA 90806
Street City Zip Code

Telephone Number: 562-435-3411

Fax Number: 562-436-4315

Email Address: jmccarthy@goodwillsolac.org

Contact Person: Janet McCarthy, President and CEO

Federal ID: 95-1644017

Agreement Information:

Budget Period: 6/29/12 - 6/30/13 Contract No: _____

Effective Date: 6/29/12 Amendment No: _____

Funding Source: Workforce Investment Act Title I

Project Name: Out-of-School Youth Academy Projects

City of LB/ Pacific Gateway Workforce Investment Network	
Fiscal Approval: <u>Sandra M. Bellard</u>	Date: <u>7/23/12</u>
Signature	
Print Name: <u>Sandra M. Bellard</u>	

BUDGET DETAIL

AGENCY: Goodwill SOLAC _____

IN-DIRECT/ADMINISTRATIVE COST (10% CAP)			Budget Total
	PERCENTAGE		Total
Administrative Costs	10%		\$9,038.00
		TOTAL	9,038.00

SALARIES & WAGES			
Position Title/Hr. Salary	No. of Months	% of Time	Total
Employment Services Coord.	\$ 12.00	50%	21,000.00
		TOTAL	21,000.00

FRINGE BENEFITS			
Description	% Rate	Rate Applied to:	Total
POSITION A			
FICA	7.65	100%	\$1,606.00
Workmen's Compensation	2.5	100%	\$525.00
Health & Welfare Insurance	5	100%	\$1,050
Retirement or Pension	0		\$0
Other SUI	1.5	100%	\$315
Vacation, Sick Accruals	4	100%	\$840
POSITION B			
FICA			
Workmen's Compensation			
Health & Welfare Insurance			
Retirement or Pension			
Other SUI			
		TOTAL	4,336.00

TRAINING MATERIALS & SUPPLIES			
Description		Quantity/Price	Total
Study, testing materials, etc.			\$1,050.00
		TOTAL	1,050.00

OPERATING COSTS			
Description		Quantity/Price	Total
		TOTAL	-

BUDGET DETAIL

AGENCY: Goodwill SOLAC _____

PROGRAM - OTHER			
Description		Quantity/Price	Total
Medical Core Instruction		20/\$300	\$6,000.00
Clinical Instruction		20/\$2,000	\$40,000.00
		TOTAL	46,000.00

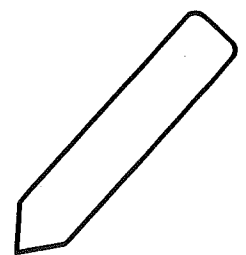
PARTICIPANT RELATED EXPENSE

INCENTIVES			
<small>(See PGWIN Policy Memorandum WDB-20 for details)</small>			
Description		Quantity/Price	Total
Performance Incentives	\$300 max per participant	30	\$9,000.00
Program Incentives	\$250 max per participant	30	\$7,500.00
		TOTAL	16,500.00

SUPPORTIVE SERVICES			
Description		Quantity/Price	Total
Transportation/Gas Cards		60/\$25.00	\$1,500.00
		TOTAL	1,500.00

GRAND TOTAL	\$ 99,424.00
--------------------	---------------------

MATCH CONTRIBUTION			
Description		Quantity/Price	Total
All are cash contributions:			
Division Director 10%			\$10,000.00
QA Coordinator 10%			\$5,200.00
Administrative Secretary 10%			\$2,800.00
Fringe @ 20.65%			\$3,717.00
Mentor Services Coor 10%			\$2,000.00
Goodwill Works Instructor 25%			\$2,100.00
All Other Supportive Services			\$13,375.00
Stipends (\$150 x 30)			\$4,500.00
Office Supplies, Postage,			\$800.00
Other Training Supplies			\$3,250.00
Administrative Costs 10%			\$4,774.00
		TOTAL	52,516.00



BUDGET INFORMATION

AGENCY: Goodwill SOLAC

SECTION A - Budget Summary by Categories

Acct.No.	Budget Category	Budget
118	Indirect Costs/Administrative	\$9,038.00
201	Staff Salaries	\$21,000.00
202	Fringe Benefits	\$4,336.00
203	Training Materials & Supplies	\$1,050.00
204	Operating Costs	\$0
205	Program - Other	\$46,000.00
PARTICIPANT RELATED COSTS		
301	Incentives	\$16,500.00
302	Support Services	\$1,500.00
TOTALS		\$ 99,424.00

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

Acct. No.	Budget Category	
	In-Kind Contribution	\$0
	Cash Match Contribution	\$52,516.00
Note:		

**GOODWILL SERVING THE PEOPLE OF
SOUTHERN LOS ANGELES COUNTY
(GOODWILL SOLAC)**

COST ALLOCATION PLAN

Use the following model Cost Allocation Plan (CAP) as guidance for Non-profit organizations. The CAP should be tailored to fit the specific policies of each organization. If your organization's policies are different in any of the categories, please specifically identify the methodology used. Although there are different methodologies available for allocating costs, the methodology used should result in an equitable distribution of costs to programs. Recipients must have a system in place to equitably charge costs. Additionally, as required by Office of Management and Budget Circular A-122, time distribution records must reflect an after-the-fact determination of the actual activity of each employee. Considerations in determining an appropriate base for allocating costs include the relative benefits received, the materiality of the cost, and the amount of time and cost to perform the allocation.

GOODWILL SOLAC COST ALLOCATION PLAN

Purpose/General Statements

The purpose of this cost allocation plan is to summarize, in writing, the methods and procedures that this organization will use to allocate costs to various programs, grants, contracts and agreements.

OMB Circular A-122, "Cost Principles for Non-Profit Organizations," establishes the principles for determining costs of grants, contracts and other agreements with the Federal Government. Goodwill SOLAC's Cost Allocation Plan is based on the Direct Allocation method described in OMB Circular A-122. The Direct Allocation Method treats all costs as direct costs except general administration and general expenses.

Direct costs are those that can be identified specifically with a particular final cost objective. Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective.

Only costs that are allowable, in accordance with the cost principles, will be allocated to benefiting programs by Goodwill SOLAC.

General Approach

The general approach of Goodwill SOLAC in allocating costs to particular grants and contracts is as follows:

- A. All allowable direct costs are charged directly to programs, grants, activity, etc.
- B. Allowable direct costs that can be identified to more than one program are prorated individually as direct costs using a base most appropriate to the particular cost being prorated.
- C. All other allowable general and administrative costs (costs that benefit all programs and cannot be identified to a specific program) are allocated to programs, grants, etc. using a base that results in an equitable distribution.

ALLOCATION OF COSTS

The following information summarizes the procedures that will be used by Goodwill SOLAC beginning January 1, 2012:

- A. Compensation for Personal Services - Documented with timesheets showing time distribution for all employees and allocated based on time spent on each program or grant. Salaries and wages are charged directly to the program for which work has been done.
 - 1. Fringe benefits (FICA, UC, and Worker's Compensation) are allocated in the same manner as salaries and wages. Health insurance, dental insurance, life & disability and other fringe benefits are also allocated in the same manner as salaries and wages.
 - 2. Vacation, holiday, and sick pay are allocated in the same manner as salaries and wages.
- B. Travel Costs - Allocated based on purpose of travel. All travel costs (local and out-of-town) are charged directly to the program for which the travel was incurred. Travel costs that benefit more than one program will be allocated based on the ratio of each program's salaries to total salaries (see Example 2).
- C. Professional Services Costs (such as consultants, accounting and auditing services) - Allocated to the program benefiting from the service. All professional service costs are charged directly to the program for which the service was incurred. Costs that benefit more than one program will be allocated based on the ratio of each program's salaries to total salaries (see Example 2).
- D. Office Expense and Supplies (including office supplies and postage) - Allocated based on usage. Expenses used for a specific program will be charged directly to that program. Postage expenses are charged directly to programs to the extent possible. Costs that benefit more than one program will be allocated based on the ratio of program square footage to total square footage (see Example 5).
- E. Equipment - Goodwill SOLAC depreciates equipment when the initial acquisition cost exceeds \$1,000 per individual item or in the aggregate for similar items. Items below \$1,000 are reflected in the supplies category and expensed in the current year. Unless allowed by the awarding agency, equipment purchases are recovered through depreciation. Depreciation costs for allowable equipment used solely by one program are charged directly to the program using the equipment. Costs that benefit more than one program will be allocated based on the ratio of program square footage to total square footage (see example 5).
- F. Printing (including supplies, maintenance and repair) - Expenses are charged directly to programs that benefit from the service. Costs that benefit more than one program

will be allocated based on the ratio of program square footage to total square footage (see example 5).

- G. Insurance - Insurance needed for a particular program is charged directly to the program requiring the coverage. Other insurance coverage that benefits more than one program is allocated based on the ratio of program square footage (see example 5).
- H. Telephone/Communications - Long distance and local calls are charged to programs if readily identifiable. Costs that benefit more than one program will be allocated based on the ratio of program square footage to total square footage to total square footage (see example 5).
- I. Facilities Expenses - Allocated based upon usable square footage. The ratio of total square footage used by all program personnel to total square footage is calculated. Facilities costs related to general and administrative activities are allocated to program based on the ratio of program square footage to total square footage (see example 5).
- J. Training/Conferences/Seminars – Allocated to the program benefiting from the training, conferences or seminars. Costs that benefit more than one program will be allocated based on the ratio of each program's salaries to total salaries (see Example 2).
- K. Other Costs (including dues, licenses, fees, etc.) - Other joint costs will be allocated on a basis determined to be appropriate to the particular costs. Costs that benefit more than one program will be allocated based on the ratio of program square footage to total square footage (see Example 5).
- L. Other General and Administration Costs – Non-Facility Expenses that benefit more than one program will be allocated will be allocated on the basis of each program's salaries to total salaries (see Example 2).
- M. Program Costs – Costs identified as being specific to a program will be charged directly to that program.
- N. Unallowable Costs – Costs that are unallowable in accordance with OMB Circular A-122, including alcoholic beverages, bad debts, advertising (other than help-wanted ads), contributions, entertainment, fines and penalties. Lobbying and fundraising costs are unallowable, however, are treated as direct costs and allocated their share of general and administrative expenses. Unallowable costs will not be allocated.

Examples of Allocation Methodology

Example 1

Expense Amount = \$5,000

Costs that benefit two or more specific programs, but not all programs, are allocated to those programs based on the ratio of each program's personnel costs (salaries & applicable benefits) to the total of such personnel costs, as follows:

Grant	Personnel Costs	%	Amount Allocated
A	\$ 20,000	20%	\$1,000
C	\$ 30,000	30%	\$1,500
E	\$ 50,000	50%	\$2,500
Total	\$100,000	100%	\$5,000

Example 2

Expense Amount = \$10,000

Costs that benefit **all** programs are allocated based on a ratio of each program's personnel costs (salaries & applicable benefits) to total personnel costs as follows:

Grant	Personnel Costs	%	Amount Allocated
A	\$ 20,000	13%	\$1,300
B	\$ 10,000	7%	\$ 700
C	\$ 30,000	20%	\$2,000
D	\$ 40,000	27%	\$2,700
E	\$ 50,000	33%	\$3,300
Total	\$150,000	100%	\$10,000

Example 3

Expense Amount = \$4,000

Costs that benefit two or more specific programs, but not all programs, are allocated to those programs based on the ratio of each program's expenses (direct costs other than salaries & benefits) to the total of such expenses, as follows:

Grant	Program Expenses	%	Amount Allocated
A	\$ 120,000	30%	\$1,200
C	\$ 130,000	33%	\$1,320
E	\$ 150,000	37%	\$1,480
Total	\$ 400,000	100%	\$4,000

Example 4

Expense Amount = \$8,000

Costs that benefit all programs will be allocated based on a ratio of each program's salaries to total salaries as follows:

Grant	Program Expenses	%	Amount Allocated
A	\$ 120,000	18%	\$1,440
B	\$ 110,000	17%	\$1,360
C	\$ 130,000	20%	\$1,600
D	\$ 140,000	22%	\$1,760
E	\$ 150,000	23%	\$1,840
Total	\$650,000	100%	\$8,000

Example 5

Facilities Expense Amount = \$10,000

Facilities costs are allocated based on square footage. Square footage for each program and general and administrative activity is considered in the analysis. General and administrative facilities costs are further allocated to each program based on the square footage of each grant program to the total square footage of all programs. The calculation is as follows:

Grant	Square Footage	%	Amount Allocated	G&A Allocated	Total Amount Allocated
A	300	30%	\$ 3,000	\$ 340	\$ 3,340
B	100	10%	\$ 1,000	\$ 110	\$ 1,110
C	200	20%	\$ 2,000	\$ 220	\$ 2,220
D	200	20%	\$ 2,000	\$ 220	\$ 2,220
E	100	10%	\$ 1,000	\$ 110	\$ 1,110
G&A	100	10%	\$ 1,000	0	0
Total	1,000	100%	\$10,000	\$1,000	\$10,000

EXHIBIT D

**WIA YOUTH ACADEMY PROJECT
PY 2012-2013**

Subcontractor: Goodwill SOLAC Total youth to be served: 30
 Program Name: Health Care Training, Loss Prevention/Security, and Medical Insurance Billing Region 1 Region 2

I. Enrollments	Jun/Jul 12	Aug 12	Sep 12	Oct 12	Nov 12	Dec 12	Jan 13	Feb 13	Mar 13	Apr 13	May 13	Jun 13
New participants per month		9	8	4	5	4						
II. Performance Outcomes												
1. Basic Skills Attainment (85% of Goals Set)	85%											
2. National Work Readiness Skills Credential (85%)		3	4	4	4	5	2	4				
3. Completion of Occupational Skills Training (85%)				3	6	3	4	11				
4. Industry-Recognized Certificate (90%)				3	6	3	4	11				
5. Exit Outcomes (75%)					3	6	3	3	8			
Program Services												
Basic Skills Assessmt 30 days after Enrollment Clock Begins (Date Set)	Program Services 1 Outreach and Recruitment 2 Certification and Enrollment 3 Skill Attainment Assessmnt 4 Skill Attainment Post Assessment (Up to 1 year from enrollment) 5 Workreadiness - National Work Readiness 6 Occupational Skills Training - Certificate of Completion											

REV. 7/16/12
-RVF

III. Exit	Exit Quarter			Exit Quarter			Exit Quarter			Exit Quarter				
	Jun/Jul 12	Aug 12	Sep 12	Oct 12	Nov 12	Dec 12	Jan 13	Feb 13	Mar 13	Apr 13	May 13	Jun 13		
1. Exits						4	8	4	4	10				
IV. Exit Outcomes (75% Total Placement Category)														
1. Employment						3	6	3	3	6				
2. Post Secondary Education										2				
3. Advanced Skills Training														
4. Military														
V. Follow Up (1st qtr after exit)														
1. Employment								9		12				
2. Post Secondary Education										2				
3. Advanced Skills Training														
4. Occupational Skills Training														
5. Military														
Exit at Any Time During Program Year Completion of Program Services														
Basic Skills Attainment <u>on or prior</u> to Exit, whichever comes first.														
1st Qtr Follow-up 'Employment, Post Secondary, Military or Advanced Training						1st Qtr After Exit			2nd Qtr After Exit			3rd Qtr After Exit		
3rd Quarter Follow Up Period State Measures									1st Qtr After Exit			2nd Qtr After Exit		
* Industry Recognized Certificate												1st Qtr After Exit		
* Employment, Post Secondary, Military or Advance Training														

VI. Projected Expenditure Summary (Cumulative Each Month)

1ST QTR			2ND QTR		
July 2012	August 2012	September 2012	October 2012	November 2012	December 2012
\$2,226.00	\$9,816.00	\$15,344.00	\$13,666.00	\$14,959.00	\$13,281.00
3RD QTR			4TH QTR		
January 2013	February 2013	March 2013	April 2013	May 2013	June 2013
\$10,614.00	\$10,614.00	\$2,226.00	\$2,226.00	\$2,226.00	\$2,226.00