

SUBGRANT AGREEMENT
CONTRACTOR'S COPY

Local Partnership

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 CSG - KG
 Dist. WP
1/19/05

SUBGRANT NO: M589410
 MODIFICATION NO: NEW
 SCPRS 7100010562348

SUBGRANTOR: State of California
 Employment Development Department
 Job Services Division
 P.O. 826880, MIC 37
 Sacramento, CA 94280-0001

SUBGRANTEE: City of Long Beach
 110 Pine Ave., Suite 1200
 Long Beach, CA 90803

29021

GOVERNMENTAL ENTITY: NO

This agreement is entered into by and between the Subgrantor and the Subgrantee for the purpose of the Subgrantee providing employment and self-sufficiency to Long Beach residents who possess one or more barriers to employment and live within the designated Enterprise Zone, which includes the cities Targeted Employment Area.

The following exhibits, attached hereto, are incorporated as part of this agreement.

- | | |
|---|--|
| Exhibit A: Scope of Work | Exhibit D: Special Terms and Conditions |
| Exhibit A-1: Specifications | Exhibit E: Additional Provisions |
| Exhibit B: Budget Detail and Payment Provisions | Exhibit F: Assurances |
| Exhibit B-1: Budget Detail | Exhibit G: Rules of Conduct |
| Exhibit B-2: Invoice | Exhibit H: Confidentiality Indemnity Agreement |
| Exhibit C: General Terms and Conditions | Exhibit I: Monthly Activity Report |

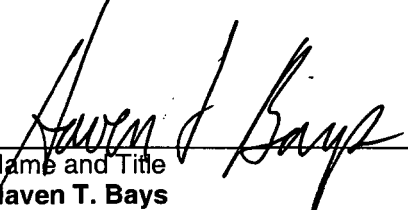
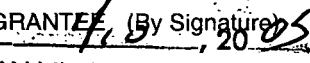


ALLOCATIONS: \$230,539.00	PRIOR AMOUNT: \$0.00
The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter "TOTAL"	INCREASE/DECREASE \$
	TOTAL: \$230,539.00

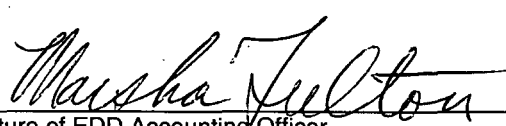
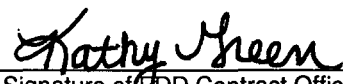
TERMS OF AGREEMENT: From: 01-24-05 To: 06-30-05

Terms of Exhibits are as designated on each exhibit

PURPOSE: The Subgrantee will provide employment and self-sufficiency to residents of the Long Beach Enterprise Zone.

APPROVED AS TO FORM

APPROVED FOR SUBGRANTOR (EDD) (By Signature)  Name and Title Haven T. Bays Chief, Business Operations Planning and Support Division	APPROVED FOR SUBGRANTEE (By Signature) 1/19/05  ROBERT E. SHANNON, City Attorney By  DEPUTY CITY ATTORNEY Name and Title Gerald R. Miller City Manager 
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I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein:  Signature of EDD Accounting Officer	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 Contract Officer
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Budget item: 7100-001-0870 Code & Title 185/051-03230-936
 Amount Encumbered \$230,539.00
 Chapter 208 Statutes: 2004 FY: 04/05 Fund: UA FUND

Exhibit A: SCOPE OF WORK

1. Subgrantee agrees to provide employment and self-sufficiency to residents of the Long Beach Enterprise Zone.
2. The project representatives during the term of this subgrant will be as shown below. Direct all inquiries to:

Subgrantor: EDD	Subgrantee: City of Long Beach
Section/Unit: Job Services Division	Section/Unit:
Attention: Jaime Gutierrez	Attention: Bryan Rodgers
Address: 800 Capitol Mall, MIC 37 Sacramento, CA 95814	Address: 110 Pine Ave., Suite 1200 Long Beach, CA 90803
Phone: (916) 653-2497	Phone: (562) 570-3701
Fax: (916) 654-9119	Fax: (916) 570-3704

SCOPE OF WORK

Background

Due to the growing incidence of long term unemployment, difficult local economic conditions, and a precipitous drop in adult program funding over the past two years, the Greater Long Beach Workforce Development System is seeking \$230,539 to augment services to 75 long term unemployed adults that face serious barriers to employment. The program will specifically target services to individuals residing within the Long Beach Enterprise Zones. Together with funding through the proposed NOW program, along with significant leveraging of programs and funding sources (see attachment titled Additional Project Resources and Table 5), this proposal will bolster intensive services and targeted employment opportunities for 75 hard-to-serve individuals, and demonstrate a most effective model for services that encompass a wide range of resources in the community.

To address this unmet need, the Workforce Development System has brought together the Long Beach Employment Development Department Long Beach Job Service ARU #155, Long Beach Community College (LBCC), Ability First, and the City of Long Beach Workforce Development Bureau as the "core partners." The project also includes the participation and resources of the City's Economic Development Bureau, the Los Angeles County Department of Corrections, Women in Nontraditional Employment Roles (WINTER), LB Community Action Partnership, Goodwill Industries of Long Beach and Southbay, the County Department of Senior and Community Services, Head Start of Long Beach, and several industry employers committed to recruiting qualified job candidates. Together, this partnership is committed to tackling long-term unemployment, and the challenging economic conditions that limit the scope of current employment programs and services.

Service Area /Challenging Economic Factors- Designated as an Enterprise Zone in 1992, the City of Long Beach is one of the most diverse cities in the nation. Home to more than 487,100 people, the City's minority population accounts for 67% of the population. Within the minority community, the Hispanic population has seen the most dramatic increases. This population now accounts for 36% of the city population as compared to 24% in 1990. Long Beach's large immigrant population makes up 10.4% of Long Beach's labor force as compared to 3.8% in the State.

The disability status of Long Beach residents, which accounts for more than 15% of the population, equates to nearly 69,000 local Long Beach residents. Long Beach Unified School District's Office of Special Education reports that 46% of students up to age 22 have a specific learning disability, 25% with speech or language impairment, 8% with mental retardation; 6% emotional disturbance; and 2% deaf/hard of hearing. Regarding poverty, Long Beach (MSA) is 12 percent higher than the individual poverty rate in the nation, 23 percent vs. 11 percent (Census, 2000).

Concerning education, more than 14 percent of the population has less than a 9th grade education and 13% of the population does not have a high school diploma.

Further, there has been concerning growth of violence and gang activity over the last several years in a number of Long Beach neighborhoods: homicide, rapes, shootings, and burglaries. Much of that ties to three distinct Beats defined by the Long Beach Police Department. Not surprisingly, the

neighborhoods of those three Police Beats experience some of the highest unemployment in the city. In the past year alone, gang violence in Hispanic neighborhoods in the Los Angeles area has increased three-fold, prompting protest rallies from fearful residents. Overall, crime was up 1.8% in 2002 from 2001, and homicides increased by 11%.

Long Beach has seen a dramatic increase in unemployment between 2000 and 2004, where it has risen from 4.9% to 5.7% respectively. As of October 2004, this represents over 13,000 people actively seeking employment and a 20% increase in unemployment (EDD, LMID, 10/04). However, that number does not speak to the more than 10,000 additional youth and discouraged job seekers who are also in need of employment. In Long Beach, 19% of our families are living below poverty and almost one third (32%) of all families with young children are living below poverty.

Table 1. Poverty Demographics

LONG BEACH	# OF PERSONS WITH INCOME BELOW THE POVERTY LEVEL	% OF POPULATION WITH INCOME BELOW THE POVERTY LEVEL
Total	103,434	23%
Hispanics	50,080	31%
Blacks	20,296	30%
Asians	13,730	25%
Other	30,660	33%
Whites	14,357	10%

Long Term Unemployment

- As of September 2004, 21.8 percent of the nations unemployed were categorized as long-term unemployed. This marked a record setting 24th month in a row that more than one in five of the unemployed were experiencing long-term unemployment spells (Center on Budget and Policy Priorities, September 2004)
- Long-term unemployment rose from August to September 2004, climbing to 1.747 million long-term unemployed workers in September. There are one million more long-term unemployed workers than there were in March 2001 (Center on Budget and Policy Priorities, September 2004).
- There are 400,000 more long-term unemployed than when the Temporary Extended Unemployment Compensation (TEUC) program was established in March 2002 (Center on Budget and Policy Priorities, September 2004).
- The three million jobless workers exhausting their regular benefits and going without federal aid from late December through mid-October is higher than the number of such exhaustees in any other period of comparable length on record (Center on Budget and Policy Priorities, September 2004)

Limited Funding- More than 100,000 customer visits are logged at the Career Transition Center (the City's designated full service One-Stop Center) each year to access employment services. However, individuals facing multiple barriers, including disabilities, limited work history, basic skill deficiencies, felonies, and long-term unemployment, require one-on-one intensive services and support systems to achieve employment success and overcome many of the barriers faced. Due to limited funding, the many partners working together at the Career Transition Center have only touched the surface of the

local unemployment epidemic. For example, of the thousands of customers that come through the Career Transition Center each year, funding limitations enable us to enroll a limited number of customers in intensive services. This project looks to alleviate some that funding shortage, and is designed to demonstrate a more efficient model of very intensive services – coupled often with short-term vocational training to make an impact on the thousands of long-term and chronically unemployed residents of the community.

Table 2. Enrollments by Employment Barriers

Barrier	Percent of Total WDB Enrollments (7/03-10/04)
Disabled	17%
Poor work history	48%
Long term unemployed	48%
Basic Skills Deficient	36%
Offenders	17%

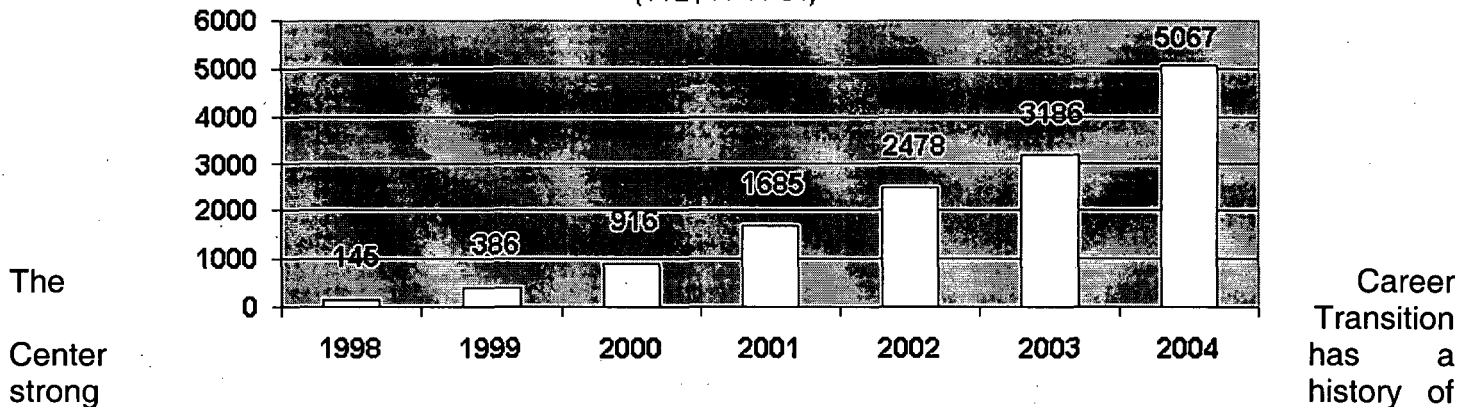
During the 03-04-Program Year, the Greater Long Beach Workforce Development Board instituted a WIA priority of service policy as a result of limited funding. Although this policy prioritized services to veterans, low-income individuals, individuals with disabilities, and recipients of public assistance, the availability to provide intensive services to our target group was limited. In addition to funding reductions, a number of system wide special projects - focused on the most difficult to employ - with numerous One-Stop Partners. Among them are the Career Transition Center's Construction Training and Employment Program (CTEP) – an outstanding resource for long-term unemployed residents with many barriers to employment. Further, funding reductions have limited the capacity of one-on-one assistance of most non-WIA One-Stop partners; e.g. the local EDD LTU Program, which primarily serves the long term unemployed, was forced to reduce job development staffing to 1 part-time staff person.

Target Group- Through the NOW program, our vision is to increase the availability of one-on-one intensive employment services to individuals with special needs, thereby decreasing the epidemic of long-term unemployment. Our mission is to augment critically needed services for our long-term unemployed participants living within the designated Enterprise Zones, demonstrating the ability to create longer-term solutions to intensive and training services to this population. This includes employment preparation and support necessary to achieve permanent employment and self-sufficiency. This project will target 75 hard-to-serve individuals residing in Long Beach who have one or more of following barriers: a disability, limited work history, basic skills deficiency, a felony, or long-term unemployment.

Increasing the availability of intensive services through the Career Transition Center and the overall Workforce Development System is essential to creating a supply of qualified workers that can fill available Enterprise Zone jobs. For example, between 1998 and 2004 the number of annual Enterprise Zone vouchers issued increased from 145 to 5067, representing an increase of more than 3,000 percent (See Figure 1 below). During this time, Enterprise Zone employment was responsible for hiring individuals from the following: targeted employment areas (86%), ex-offenders (6%),

dislocated workers (2%), economically disadvantaged individuals (2%), cash assistance recipients (2%), recipients of UI benefits (1%), and WOTC recipients (1%).

**Fig 1. Enterprise Zone Vouchers Issued in Long Beach
 1998-2004
 (YTD, 11-11-04)**



The Center has a strong history of outcomes related to its customer services. Among adults and dislocated workers numerous measures look at the many partners' successes with levels of employment; whether customers retain their employment over a period of time, increase in wages after receiving services, and levels of educational attainment. Specific outcomes indicated that 92% of adults and 91% of dislocated workers retained their jobs for a minimum of 6 months after the CTC provided intensive level assistance; adult customers increased their 6-month earnings by an average of 115%; and dislocated workers were placed in employment that led to 97% replacement of their previous wages.

Despite these positive results, many of our hardest to serve/long-term unemployed customers have not been placed in permanent employment. In part this is due to:

- Limited Skills- Two of the chief employment barriers that our target group faces are lack of education and limited work experience. For example 26 percent of the customers that were served between July 2003 and Oct 2004 were either: a) unable to read, write, or speak English at or above a 8.9 grade level or b) unable to compute or solve problems at a level necessary to function on the job, in the individual's family or in society. In addition, 40 percent of the target group had poor work history² at enrollment and 38 percent of participants had not worked during the past 26 weeks. It could be concluded that due to local economic barriers and limited resources we did not have the tools to achieve employment for these hard-to-serve individuals. Additional funding would enable the Workforce Development System to provide comprehensive assessments and appropriate short term prevocational services, enabling our target group to acquire the basic skills sets necessary to enter permanent employment.
- Limited Labor Market Knowledge- Due to long-term unemployment, the target group has an insufficient knowledge of labor market trends including identifying demand occupations with high growth. Additional funding will provide one-on-one job coaching and prepare individuals with reliable LMI to enable successful job development in occupations that are in demand, offer competitive benefits, and provide a career ladder.

- **Disabilities-** 14 percent of the target group served between July 2003 and Oct 2004 had a physical or mental impairment that substantially limited one or more of their major life activities. Individuals with disabilities need adaptive technology and appropriate training to compensate for such limitations. Limited resources have inhibited our ability to offer appropriate employment preparation. Additional funding through the NOW project will enhance the ability to provide appropriate adaptive training for individuals with disabilities.
- **Limited Resources-** Due in part to budget cuts, our target population has not been able to receive extensive case management, individualized counseling/career planning, comprehensive assessments, assistance with individualized employment plans, group counseling, access to subsidized employment experience, short term prevocational services, internships, and non-WIA funded services. Further, the target population often cannot afford childcare, transportation, and the other basic necessities that are necessary balance work and personal responsibilities. Additional funding would enable the NOW partnership to increase both the availability of intensive and supportive services to the target population.

2. Proposed Strategies

A number of strategies will be utilized to provide the target group with focused one-on-one intensive services that address long-term unemployment, break barriers, and lead to self-sufficiency.

Intake / Orientation / Initial Assessment- Interconnected services will be provided by the Long Beach NOW partnership via a qualified case manager and/or a disability program navigator. This will involve pre-eligibility determination, including evaluation of academic, vocational history, career interests, motivation, goals and barriers to employment; an overview of program services and options; an individualized assessment of service needs, including supportive services, disability-related support systems, appropriate accommodations, assistive devices, and personal assistance services needed for the workplace and community living; and information and referrals about benefits and career planning necessary for informed decisions to transition individuals receiving public assistance to self-sufficiency. Additionally, the disability program navigator will be responsible for developing client-entered employment and retention plans for disabled customers, as well as fostering linkages and referrals to partner and community agencies.

Eligibility- Upon receiving referrals of potentially eligible participants, the Workforce Development Bureau's Program Support Unit will conduct program eligibility determination and ensure appropriate eligibility data is entered into the statewide JTA system. In coordination with program staff, the Program Support Unit will determine if individuals are suitable for co-enrollment into the WIA Adult program, and will work with the other Project Partners for co-enrollment into other available resources. This will not only facilitate resource leveraging; it will enhance the range of appropriate services that an individual will need to move from long-term unemployment to self-sufficiency. The minimum eligibility requirements will consist of both WIA and EDD LTU criteria. This will consist of the following:

- Participant must have been unemployed for 15 out of the last 26 weeks and be unemployed at the time of application.
- Participant must have limited opportunities for employment or reemployment in their same or similar occupation
- Be at least 18 years of age

- Be verified as having authorization to work
- Be registered for selective service, if male

Documentation supporting the participant's eligibility requirements will be collected and maintained in the participant's file. This will consist of UI records, written documentation of termination date, and written evidence of job seeking efforts.

Service Planning- Assessment/Individual Employment Plan- To effectively serve and address the participant's needs, a comprehensive assessment of the individual's skills and barriers to employment will be conducted by the program case manager or disability program navigator. For individuals interested in pursuing vocational training, this may include a formalized assessment focusing on specific occupational skills and aptitudes. Individuals requiring such an assessment may be referred to formal assessment services.

The assessment results will assist program staff in initiating an Individual Employment Plan. This plan will outline employment goals and objectives and serve as an individual guide in moving the participant toward employment and self-sufficiency. This plan will be jointly developed by the case manager and participant and will take into consideration the participant's program service needs, academic, employment, and career interests, obstacles to employment, supportive services, and post-program follow-up needs. For individuals with disabilities, the employment plan will incorporate service needs such as specific and individual learning and/or workplace accommodations; assistive technology, assistance and guidance in communicating these needs to prospective employers and service providers, and post-program supports such as independent living centers.

One-On-One Case Management- Intensive one-on-one case management is vital and necessary in successfully preparing the participant for employment. Throughout the participant's involvement in the program, intensive one-on-one case management services will be provided. The program case manager and job developer will work closely with the cadre of NOW partners, including employers, to ensure the necessary intensive services are made available to transition the participant to employment and self-sufficiency.

Qualified staff is crucial to the success of a program. The staff identified to work on the NOW program have been selected because of their experience and background in working with hard-to-serve individuals. The case manager who will be assigned to this program is currently employed with the City of Long Beach, Workforce Development Bureau. She was chosen due to her vast experience and skills in working with the targeted population. The job developer selected for this program is employed with the Employment Development Department and is currently working part-time as a job developer for the Long Term Unemployed (LTU) Project. Like the case manager assigned to this project, this staff person has a strong background in working with long-unemployed individuals and has an exceptionally high placement rate. The Disability Program Navigator who will be assigned to this program is very knowledgeable in serving individuals with disabilities. She has a great understanding of the challenges and obstacles that face the disabled population - and is well connected to the community through strong linkages with agencies serving the disabled.

Supportive Services- Long Term Unemployed individuals often have one or more barriers that hinder them from obtaining employment. Some barriers such as transportation, childcare, and other basic

necessities can often be addressed through supportive services. Through the NOW program, a wide range of supportive services will be made available to assist participants in overcoming obstacles to program participation and employment and will be documented in the Individual Employment Plan.

Program staff will assess and conduct an on-going evaluation of the participant's supportive service needs throughout their involvement in the program, including post-employment services. Utilizing partner contributions and leveraged resources, program partners will be able to *sustain* the availability of supportive services after the conclusion of the proposed project. Extensive coordination will occur among the Partners and respective program resources to ensure that non-traditional or unexpected barriers are also addressed. For example, the Long Beach City College staff will hand-walk customers through some of the enrollment, fee waiver and other student body processes to ensure smooth matriculation, if participating in training programs. Staff will ensure that participants receive the necessary services and resources to achieve their employment goal. Individuals who have limited income and cannot afford to pay for such services on their own will be eligible to receive supportive services. The type(s) and amount of supportive services provided will vary according to individual needs. Supportive services will include and are not limited to: transportation assistance, childcare, interviewing clothing, food assistance, and work tools for individuals who have participated in the training component. Partner resources and services will be available and fully utilized to address the participant's supportive service needs (Please see Table 5).

Academic Enrichment- One major barrier long-term individuals are faced with is lack of education and skills. To assist program participants in overcoming this barrier, Long Beach City College, Long Beach School for Adults, and W.I.N.T.E.R will provide opportunities and services that increase their academic skill levels and improve their chance of transitioning into employment and self-sufficiency. Such activities would include basic skills remediation, tutoring, study skills training, and academic instruction. These services will be provided to participants based upon individual assessment results and their Individual Employment Plan.

Career Development Workshops- Workshops will be offered at the Career Transition Center for NOW participants and will focus on such topics as labor market information, transferable skills, resume writing, job search techniques, interviewing skills, and soft skills. The disability program navigator, State Department of Rehabilitation, and the Disabled Resources Center will also provide work-readiness training to participants with disabilities. Training will address disability issues such as ADA and disclosure; independent living/peer support services; individual and systems advocacy; disability culture; assistive technology training; benefits education; work incentives; interviewing techniques; career development workshops to program participants. The Career Development Workshops will be made available to all NOW program participants.

Short Term Vocational Training- Long-term unemployed individuals are often faced with skills gaps that limit their ability to successfully compete in today's job market. To assist the targeted population in overcoming this barrier, the NOW program will provide short-term vocational training in automotive demand occupations that offer career growth. This program component will accomplish three goals: 1) provide the long-term unemployed the job skills required to obtain entry-level employment; 2) establish the foundation to pursue a career in the automotive industry, which will eventually lead to

high wages and self-sufficiency; and 3) provide Long Beach employers with the skilled workers needed.

Individuals who express an interest and have been determined suitable and appropriate will be enrolled in short-term vocational training. The training will be provided by Long Beach City College, and will consist of three (3) 40 hour Quick Service Technician Classes: Lubrication, Tire Service and Brake Inspection. Participants will earn 2 units of credit and receive a certificate for each module completed. Based upon the target group's demographics, fee waivers will most likely cover tuition through CA Student Aid. If an individual does not qualify for student aid, co-enrollments through WIA will support tuition expenses.

The NOW partnership selected Quick Service Technician as the focus of its short-term vocational training due to the high occupational demand in Long Beach and potential career growth opportunities (Please refer to Table 3). Identified through EDD CCOIS data, through EDD LMID Consultant analyses, and through conversations with local automotive employers. The Workforce Development System has partnered with a number of major auto industry employers in Long Beach who are aware of the Quick Service Technician Program and have expressed a commitment to hire successful graduates (Please see Table 5).

Table 3. Automotive Career Ladders

LEVEL	JOB POSITION	WAGE	EDUCATIONWORK EXP
HIGH-LEVEL	<ul style="list-style-type: none"> ▪ Alternative Fuels Tech ▪ Bus/Truck Mechanic ▪ Heavy Equipment Mech. ▪ Adv Smog Certified Tech 	\$20-\$30 \$18-\$30 \$20-\$30 \$25 -\$40	<ul style="list-style-type: none"> ▪ 1-4 yrs Edu + Exp ▪ 1-2 yrs Edu + Exp ▪ 1-2 yrs Edu + Exp ▪ 2 yrs Edu + Exp
MID-LEVEL	<ul style="list-style-type: none"> ▪ Auto Body ▪ Auto Mechanic ▪ Diesel Mechanic 	\$12-\$40 \$15-\$30 \$15-\$30	<ul style="list-style-type: none"> ▪ 4 months to 2 years Edu / OJT + Exp
ENRTY-LEVEL	<u>Quick Service Technician</u> <ul style="list-style-type: none"> ▪ Lube and Oil ▪ Tire Repair ▪ Brake Inspection 	New Hires: \$6.75-\$12 Experienced: \$8- \$18	<ul style="list-style-type: none"> ▪ 40 Hour Training /Each Area + New Hire to Some Exp

- Faster than average growth– Automotive industry growth rate is 10.6%
- 75% of employers promote employees from lower level positions to higher levels
- 20% of the vehicles sold in the world are registered in Southern California
- Major Employing industries are: 46.7% Automotive Repair 27.3 % New and Used Car Dealers, and 5% Auto and Home Supply Stores

Job Placement Strategies- Job placement will target industries and occupations where employers have difficulty finding qualified workers and offer career ladder opportunities. The proposed NOW Program will utilize the following resources and services to assist participants in obtaining employment in these areas:

- Specialized job development – The NOW Program will focus its employment efforts in working with Long Beach businesses that are currently hiring in demand occupations. Employment opportunities for the NOW participants will rely heavily on job openings from Long Beach employers and businesses who are seeking employees for entry-level positions leading to career ladder opportunities.
- The job developer identified to work on this project is currently the case manager/job developer for EDD's LTU program. Her extensive experience with the target population is underscored by her leading job placement results and experience working with Long Beach employers. The proposed case manager and job developer will meet regularly to assess each participant's job search progress and modify the individual's individual employment plan as necessary. Once a job has been identified, the case manager and job developer will prepare the participant for interviewing and preemployment testing through our career development workshops. The case manager will provide post employment services, which will consist of supportive services and focused weekly job coaching to ensure on the job success. In addition, the case manager and job development will focus on a career ladder approach that will lead to high wages and self-sufficiency (See table 3 and 4).
- Partners – The Long Beach NOW partners and staff share job referrals and job openings on a regular basis, and will work together to ensure participants have access to the necessary services and resources to effectively job search. This includes entering participant resumes into the respective partner on-line job matching systems (i.e. CalJOBS, Monster, HotJobs, Virtual One-Stop, etc.) In addition, the partners will work with identified employers to ensure the target group is prepared with the necessary skills to successfully transition into permanent employment. This information will be included in the participant's individual employment plan.
- Virtual One-Stop System (VOS) – This on-line automated job matching system will enable participant resumes to be matched with employer job orders currently in the system. The participant's skills and qualifications will be matched against the employer's job requirements and will identify the best candidate(s) for the job. Once a resume is matched, both the individual and case manager will be identified.
- Business Services Unit – This unit consists of qualified staff from EDD and the Workforce Development Bureau and will integrate its positive recruitments, job fairs, applicant screening for employers, and employer outreach services with this program. This will enable the NOW case manager to identify and prepare participants for permanent employment that will lead to self-sufficiency. The Business Services Unit will facilitate on-going efforts to increase the number of employers involved in hiring from our target group and provide prescreening for employers interested in hiring from the target group.
- Disability Program Navigator – will utilize customized employment strategies such as Essential Workplace Skills training to assist the disabled population in developing skills vital to sustain successful employment
- Enterprise Zone Vouchers- The Economic Development Bureau will continue to provide no-cost Enterprise Zone seminars to local employers. This will encourage the hiring of individuals from our target group.

Quick Service Technicians are one of many demand occupations that exist in Long Beach. According to AMERICA'S CAREERINFONET labor marker information, the following are additional demand occupations in Long Beach:

- General Office Clerks/ Receptionists
- Customer Service Representatives
- Accounts Payable/Accounts Receivable
- Pharmacy Aides
- Teacher Aides
- Retail Clerks and Cashiers
- Certified Nursing Assistants
- Waiter/Waitress
- Electrician

These occupations are entry-level positions; however, with additional education and work experience these jobs can lead to high paying careers (See Table 4).

Table 4. Demand Occupations and Career Ladder

Career	Wages
General Office/Receptionist/Customer Service	\$7-\$14
▪ Assistant Administrator	\$9-\$15
▪ Administrator/Office Manager	\$20-\$54+
Data Entry/Accounts Payable/Accounts Receivable	\$8-\$12
▪ Bookkeeping	\$8-\$15
▪ Accountant/Auditor	\$18-\$44
Pharmacy Aide	\$9-\$17
▪ Pharmacy Technician	\$12-\$19
▪ Pharmacist	\$38-\$54+
Teacher Aide	\$7-\$13
▪ Preschool Teacher	\$15-\$33
▪ Teacher	\$15-\$33
▪ Postsecondary Instructor	\$29-\$37
Retail Clerk/Cashier	\$6.75- \$18
▪ Supervisor/Manager Retail Sales	\$12-\$30
▪ Sales Manger	\$30-\$70+
Certified Nursing Assistant/Home Health Aide	\$8-\$12
▪ Licensed Vocational Nurse	\$15-\$19
▪ Registered Nurse	\$26-36
Waiter/Waitress	\$6.75 - \$10+tips
▪ Assistant Restaurant Manager	\$8- \$8.15
Electrician Helper	\$12-\$17
▪ Electrician	\$18-\$31

Follow-up Services- To help sustain positive progress and outcomes toward long-term success and self-sufficiency, follow-up services will be provided upon completion of customized placement services. Such services as job coaching and mentoring, career planning and counseling, peer group support, information on additional educational opportunities, and supportive services will assist the participant with employment retention. Based on individual need, in-kind partner resources will be

deployed to continue the delivery of necessary services to participants who need additional employment assistance beyond the project completion date of June 30, 2005.

3. Local Planning and Sustainability

In an attempt to address the long-term unemployment epidemic, the Workforce Development System proposes to establish a specialized Long Beach NOW partnership that will focus primarily on providing intensive one-on-one employment services to the target population. To accomplish this, the partnership would not only utilize the proposed NOW award, but significantly leverage its funds and resources to provide outreach and employment services to residents in the Enterprise Zones. Through joint planning, the NOW partnership will integrate policies and establish linkages through the local One-Stop Center, the Career Transition Center). This project will be implemented through a collaborative approach. (Please see table 5 below)

Table 5. Partner Matrix

Proposed NOW Partner	Service/s	Financial Contribution
Workforce Development Bureau (City of Long Beach)	Lead Agency; Recruitment, Outreach, Intake, Eligibility, Case Management, Follow-up/Post-Employment Services, Supportive Services, Facilities, Admin	\$67,000
Long Beach Job Service ARU #155	Job Development, Marketing, Outreach, Recruitment	Unspecified Amount
LBCC	Marketing, Outreach, Recruitment, Academic Remediation, Personal and Academic Counseling, Short-Term Prevocational Training (Quick Service Maintenance)	\$28,500
AbilityFirst	Marketing, outreach, referrals, soft skills and interview training, job placement and retention assistance, case management, job coaching support	\$100,000
Community and Senior Services of LA County, Area Agency Aging (AAA)	Outreach Refer participants Program support	\$23,900
Dept. Of Corrections	Referral of participants	Unspecified Amount
Economic Development Bureau	Marketing and outreach to businesses within the Enterprise Zone and referrals of business interested in participating in the program	\$30,000
LB Community Action Partnership	Marketing, Outreach, referrals, job placement services, childcare, transportation, educational services, tutorial services	\$50,000

WINTER	High-school diploma/GED preparation, employment readiness workshops, referrals	\$5,600
Goodwill Industries of LB and Southbay	Employment placement, community outreach, and education	\$173,200
AJ's Automotive	Recruitment, potential hiring, career advancement	NA
Southland Motor Car Dealers Assoc.	Assist in the program design, recruitment and potential hiring of qualified candidates, potential hiring, career advancement	NA
Pep Boys	Recruitment, potential hiring, career advancement	NA
Midas	Recruitment and potential hiring of qualified candidates, potential hiring, career advancement	NA
Mercedes Benz of Long Beach	Recruitment, potential hiring, career advancement	NA
Total In-Kind Contributions		\$478,200

Outreach and Recruitment- Individuals recruited for the program will be long-term unemployed Long Beach residents who possess one or more barriers to employment and live within the designated Enterprise Zones, which includes the City's Targeted Employment Areas (TEA). Recruitment efforts will incorporate referrals from the NOW partners: Long Beach Employment Development Department, Economic Development Bureau, Workforce Development Bureau, Long Beach Community College, AbilityFirst, Head Start, the Los Angeles County Department of Corrections, the County Department of Senior and Community Services, Women in Nontraditional Employment Roles (W.I.N.T.E.R), Goodwill Industries of Long Beach and Southbay, Inc., and Long Beach Community Action Partnership. Recruitment of individuals will also occur through referrals from the other One-Stop program partners, job seeker customers registered in the Virtual One-Stop (VOS) case management system, and from local partnering agencies, including the Department of Public Social Services, Department of Rehabilitation, the Disabled Resources Center, City of Long Beach Health & Human Services and Parks/Recreation Departments and Long Beach Unified School District.

Established in February of 1999, TEA census tracts were designated by the US Department of Housing and Urban Development as having 51 percent or more of its residents living at low-or moderate-income levels due to long-term unemployment. In fact, TEAs comprised 86% of the Enterprise Zone vouchers issued. These areas comprise approximately 43% of the total Long Beach population and include census tracts¹: 570203, 570204, 570303, 570304, 570401, 570402, 570501, 570502, 570601, 570602, 570603, 571701, 571702, 572301, 572302, 573001, 573002, 575101, 575102, 575103, 575201, 575202, 575401, 575402, 575801, 575802, 575803, 576401, 576402, 576403, 576501, 576502, 576503, 576601, 576602, 576801, 576802, 576901, 576902.

To increase employment opportunities for the target group, the NOW partnership has identified a number of major auto-industry employers in Long Beach (Please Table 5). These employers have been made aware of the Quick Service Technician Program and have already committed to recruiting from our successful candidate pool (Please see letters of commitment attached). In addition, our Economic Development Bureau partner will provide no-cost Enterprise Zone Tax Credit seminars to local employers to incentivise hiring of our target group.

4. Demonstrated Capability

Success of our Current Program-The Career Transition Center (CTC) has an excellent track record of delivering employment services to long-term unemployed individuals including those with severe barriers to employment. Currently, the CTC delivers several adult programs that focus on this proposal's target group. This includes the WIA Adult program, the Construction Training and Employment Program (CTEP), and the LTU Program. These three projects incorporate a number of agencies and partners in the service delivery process. Between July 1, 2003 and June 30, 2004 the CTC provided 435 adults with WIA employment services. On average, the Bureau exceeded its WIA goals by 115% (Please see Table 6 below). In addition, the CTEP program placed 194 long-term individuals in unsubsidized employment with an average hourly rate of \$11.43/hour.

Table 6. 2003-2004 Performance Outcomes for Adults

Measure	Goal	Outcome	% of Goal Achieved
Entry into Unsubsidized Employment (WIA)	71.0%	72.80%	103%
Employment Retention Rate (WIA)	81.7%	91.60%	112%
Average Earnings Change (WIA)	\$ 3,580.00	\$ 4,133.00	115%
Employment and Credential Rate (WIA)	50.0%	66.20%	132%
Entry into Unsubsidized Employment (CTEP)	70%	82%	117%
Employment Retention Rate (CTEP)	75%	83%	111%

Table 7. Current Project Expenditures

Project	Planned	Actual
WIA Adult	\$1,549,903	\$1,557,181
CTEP	1,000,000	1,000,000

Fiscal Liability- If awarded Wagner Peyser 10 percent Governor's Discretionary Funds; the City (fiscal agent for this proposal) will apply generally accepted accounting principles that are currently in place. In addition, the City will track and report the progress of our stated outcomes through the City's FAMIS accounting system.

The City applies all Governmental Accounting Standards Board (GASB) Statements and Interpretations. As permitted by generally accepted accounting principles, the City has also elected to apply those Financial Accounting Standards Board (FASB) Statements and Interpretations issued before November 30, 1989 that may apply to the accounting and reporting practices of the City's proprietary fund operations, except those that may conflict with GASB pronouncements. The City

employs the encumbrance method of accounting, under which purchase orders, contract and other commitments are recorded in order to reserve that portion of applicable appropriations. Such commitments are provided for during the annual budget process as carried -over commitments.

Accounts of the City are organized on the basis of Funds, each of which is considered to be a separate accounting entity. Operations of each Fund are accounted for by providing a separate set of self-balancing accounts, which encompass its assets, liabilities, reserves, fund balances, revenues and expenditures.

The modified accrual basis of accounting is followed in the governmental fund financials for the General Fund, Special Revenue Funds, Capital Projects Funds, Trust and Agency Funds. Under this method, expenditures (other than interest on long-term debt) are recorded when the liability is incurred, and revenues are recorded in the accounting period in which they became measurable and available. The City considers the term "available" to mean collectible in the current period or soon enough thereafter to be used to pay liabilities of the current period. The accrual basis of accounting is utilized for all Propriety and Internal Service funds.

Project Implementation

Upon notification that the Workforce Development System has been awarded this grant, we will be able to begin the project immediately – with no delay. Currently all processes are in place that support the delivery of this proposal.

Contacts

As discussed above, both the WIA Adult and CTEP programs served the target group. Please feel to contact Bryan Rogers at (562) 570-3701 regarding either of these projects.

5. Proposed Outcomes

Table 8. Proposed Outcomes

Measure	Derivation	Methodology	Documentation	Goal
Enrollment				75
Employment Rate	Measure is essential for determining employment outcomes	Number of individuals employed at program completion /divided by the total number of individuals who participated in the NOW project	Customer acknowledgement, Pay stub, or UI records	85%
Credential Attainment	Quantifies skills attained as a result of training	Total number of individuals who complete training (1 or more classes)/divided by the total number of individuals in training	Certificate of Attainment	90%
Earnings	Measure helps	Of those who are	Customer	\$6,500

Change in Six Months	to determine an individual's wage progression and achievement of self-sufficiency	employed at program completion: Total post program earning in the 1st and 2nd quarters after program completion minus (-) the total preprogram earnings (1st and 2nd quarters prior to enrollment)/divided by the number of participants who completed the program	acknowledgement, Pay stub, or UI records	
Retention	Measure is to determine an individual's progression toward self-sufficiency	Number of individuals who are employed 60 days after exit/Total number of participants who were employed at program completion	Customer acknowledgement, Pay stub, or UI records	86%

Note: Program Completion refers to the June 30, 2005 NOW expiration date

The proposed project and requested funds will be used to effectively attain the goals stated above. Utilizing funds from the project will not only result in employment and self-sufficiency, but support cost effectiveness.

For example, implementing our proposed intensive service strategies will:

- Break down serious barriers to employment;
- Alleviate long-term unemployment;
- Provide unsubsidized wages to the target group;
- Make additional progress at eradicating long-term unemployment;
- Provide a direct and indirect positive impact on taxable retail sales since employed workers have more disposable income;
- Lower unemployment means reductions in unemployment insurance costs and related public expenditures; and
- Provide a model for additional and future program efforts focused on long-term unemployed residents – replicable throughout the State

Further, the proposed partnerships will enhance the quality and quantity of services available to the target group through the use of resource leveraging as identified in the partner agreements attached. This greatly expands the opportunities and scope of services available to the target group through the proposed Wagner Peyser 10% project.

Footnotes

¹Data is based on revised census tracks from the 2000 Census. Please see the following two attachments: 1) City of Long Beach Census Track Boundaries and 2) Comparison of 1996 and 2000 Census Tracks in Targeted Employment Areas

²Based on 32 hours our more per week; applicable individuals did not work three consecutive months during the previous 12 months.

³The Greater Long Beach Workforce Development Board adopted the self-sufficiency model to account for how much income is necessary to a support a family of a given composition in Los Angeles County to meet its basic needs. This information is used for both eligibility purposes and to set employment targets. The formula was derived from The Self-Sufficiency Standard for California Publication (NEDLC, 2003), and is adjusted annually using the Lower Living Standard Income Level (LLSIL).

***Table 2. Long Beach Self-Sufficiency Model**

	1 Adult	Family of 2	Family of 3	Family of 4	Family of 5	Family of 6	Each Additional Member
Annual	21,218	33,148	40,485	56,260	67,949	79,593	11,425
Monthly	1,768	2,762	3,374	4,688	5,662	6,633	952
Hourly	10	16	19	27	33	38	5

***Families of Two or more are based on a Single Parent**

****Table 2**

	2 Adults	Family of 3	Family of 4	Family of 5	Family of 6	Each Additional Member
Annual	28,401	39,046	45,931	60,208	70,809	10,600
Monthly	2,367	3,254	3,828	5,017	5,901	883
Hourly	14	19	22	29	34	5

****Families of Three or more are based on Dual Parents**

Exhibit B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

In consideration of services performed, detailed monthly expenditure invoices using Exhibit B-2, Invoice must be submitted within fifteen (15) days after the report month ends for actual expenditure amounts made during the report period. The invoice must reference the EDD Subgrant Number and shall be forwarded to:

Jaime Gutierrez or Designee
Employment Development Department
P.O. Box 826880, MIC 37
Sacramento, CA 94280-0001

2. Budget Contingency Clause

It is mutually understood between the parties that this 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 Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s) covered by this Agreement for the purposes of this program; and (2) sufficient funds are made available to the State by the United States Government for the Fiscal Year(s) covered by this Agreement for the purposes of this program. Should the Subgrantee begin work before receiving a copy of the approved Agreement, any work performed before the effective date of approval shall be considered as having been done at the Subgrantee's own risk and as a volunteer and will be not reimbursed by EDD. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this Agreement in any manner.

It is mutually agreed that if the Congress and/or Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

The EDD has the option to void the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**Exhibit B-1
 Wagner-Peyser Governor's Discretionary Funds
 New Opportunities for Work (NOW) Program**

BUDGET DETAIL

City of Long Beach				
Expense Item		Administration	Program	Total
Staff Salaries	Estimated Hours			
Case Manager (Allison Martinson)	920		\$25,760	\$25,760
Job Developer (Martha Escobar)	690		\$14,490	\$14,490
Program Manager (Alisa Munoz/Dorothy Thomas)	460		\$15,640	\$15,640
Receptionist (Deloris Williams/Cynthia Smith)	230		\$ 4,830	\$ 4,830
Admin Staff (Gary Stopplemoor)	92	\$2,484		\$ 2,484
Program Navigator (Tammy Rouse)	690		\$18,400	\$18,400
Resource Center Staff (Gloria Molinar)	230		\$ 5,060	\$ 5,060
Staff Fringe Benefits (35%)		\$ 869	\$29,463	\$30,332
Staff Travel (Limited to 34 cents per mile)			\$ 1,200	\$ 1,200
Facilities			\$39,016	\$39,016
Outreach & Marketing			\$ 1,500	\$ 1,500
Communications (Limited to dedicated phone, fax lines, and internet lines)			\$ 327	\$ 327
Office Supplies			\$ 1,500	\$ 1,500
Equipment			-0-	-0-
Vouchers (For payment of goods and services)			\$70,000	\$70,000
Single Audit Report			-0-	0-
Total		\$3,353	\$227,186	\$230,539

Cost per Participant for period of January 24, 2005 through June 30, 2005:

Total Placed in Unsubsidized Employment=64	Cost per Placement into Unsubsidized Employment = 3,602
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**Exhibit B-2
 Wagner-Peyser Governor's Discretionary Funds
 New Opportunities for Work (NOW) Program**

INVOICE

City of Long Beach	EDD
Manger: Bryan Rogers	Contact: Jaime Gutierrez
Telephone: (562) 570-3701	Telephone: (916) 653-2497
Fax: (562) 570-3704	Fax: (916) 654-8932
E-mail: bryan_rogers@longbeach.gov	E-mail: Jgutier1@edd.ca.gov
Report Month/Year:	

SECTION I - EXPENDITURES

Expenditure Line Item	Report Month Expenditures	Adjustments to Monthly Expenditures	Cumulative Expenditures
Staff Salaries			
Staff Fringe Benefits			
Staff Travel			
Facilities			
Communications			
Office Supplies			
Office Equipment			
Voucher for goods & Services			
Single Audit Report			
Total			

SECTION II- REQUEST FOR REIMBURSEMENT

1. Report Month Expenditure	\$ _____	Comments/Adjustment Explanation:
2. Adjustments (explain in comments)	\$ _____	
3. Requested Reimbursement	\$ _____	

SECTION III - CONTRACTOR CERTIFICATION

I certify that to the best of my knowledge and belief this report is true in all respects and that all disbursements have been made for the purposes of the program.

Print Name _____ Title _____

Signature _____ Date _____

SECTION IV- APPROVAL FOR PAYMENT (for internal use only)

Print Name _____ Title _____

Signature _____ Date _____

Exhibit C: GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Subgrantee may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Subgrantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Subgrantee agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Subgrantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Subgrantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Subgrantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Subgrantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Subgrantees, subSubgrantees, suppliers, laborers, and any other person, firm or corporation 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 person, firm or corporation who may be injured or damaged by Subgrantee in the performance of this Agreement.
6. **DISPUTES**: Subgrantee shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Subgrantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Subgrantee under this Agreement and the balance, if any, shall be paid to the Subgrantee upon demand.

Exhibit C: GENERAL TERMS AND CONDITIONS

8. **INDEPENDENT SUBGRANTEE:** Subgrantee, and the agents and employees of Subgrantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:** The Subgrantee shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Subgrantee may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Subgrantee and its subSubgrantees shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Subgrantee and subSubgrantees shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subgrantee and subSubgrantees shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Subgrantee and its subSubgrantees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Subgrantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The SUBGRANTEE CERTIFICATION CLAUSES contained in the document CCC 304 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS:** Time is of the essence in this Agreement.

13. **COMPENSATION:** The consideration to be paid Subgrantee, as provided herein, shall be in compensation for all of Subgrantee's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

Exhibit C: GENERAL TERMS AND CONDITIONS

14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. **ANTITRUST CLAIMS:** The Subgrantee by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Subgrantee shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

Exhibit C: GENERAL TERMS AND CONDITIONS

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the Subgrantee acknowledges in accordance with, that:

a). The Subgrantee recognizes the importance of child and family support obligations and shall fully comply with all 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

b) The Subgrantee, 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 Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. UNION ACTIVITIES For all contracts, except fixed price contracts of \$50,000 or less, the Subgrantee acknowledges that:

By signing this agreement Subgrantee hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:

a) Subgrantee will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.

b) No state funds received under this agreement will be used to assist, promote or deter union organizing.

c) Subgrantee will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.

d) If Subgrantee incurs costs, or makes expenditures to assist, promote or deter union organizing, Subgrantee will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Subgrantee shall provide those records to the Attorney General upon request.

Exhibit D: SPECIAL TERMS AND CONDITIONS

1. Advance Work

Should the Subgrantee begin work before receiving a copy of the approved Agreement, any work performed before approval shall be considered as having been done at the Subgrantee's own risk and as a volunteer.

2. Evaluation of Subgrantee

Subgrantee's performance under the terms and conditions herein specified shall be subject to an evaluation by EDD of the adequacy of the services performed, timeliness of response, and a general impression of the competency of the Subgrantee's firm and its staff. Unsatisfactory evaluations shall be forwarded to the Department of General Services within 60 days of the completion of the performance as specified herein, and shall become a part of the permanent records maintained by the State of California for reference purposes.

3. Workforce Investment Act

Subgrantee agrees to conform to nondiscrimination provisions of the Workforce Investment Act (WIA) and other federal nondiscrimination requirements as referenced in 29 CFR, Part 37.

Subgrantee agrees to conform to the provisions of the Workforce Investment Act (WIA) and the contract requirements as referenced in 29 CFR Part 95, Appendix A and 29 CFR, Part 97.36(i)(1-13).

4. Settlement of Disputes

In the event of a dispute between EDD and the Subgrantee over any part of this Agreement, the dispute may be submitted to nonbinding arbitration upon the consent of both EDD and the Subgrantee. An election for arbitration pursuant to this provision shall not preclude either party from pursuing any remedy for relief otherwise available.

5. Priority Hiring Considerations

During the performance of this Agreement, the Subgrantee agrees to comply with Section 10353 of the Public Contract Code and give priority consideration in filling vacancies in positions funded by this contract to qualified recipients of aid in accordance with Section 11349 of the Welfare and Institutions Code.

Exhibit E: Additional Provisions

1. Agreement

As a condition of receiving Wagner-Peyser 10 percent funds in accordance with the Budget Plan, Subgrantee shall fulfill all requirements of this Agreement as specified.

2. Modifications to Agreement

The Subgrantee shall accept any modification to the Agreement by EDD whenever there has been a change in any federal or State statute, regulation, executive order, or other federal or state law, which, as determined by the Department of Labor (DOL) or EDD, is relevant to the financial assistance provided under the Agreement. Notwithstanding the Termination section of these general provisions, should the Subgrantee refuse to accept any such modification, EDD may immediately terminate all funding under this Agreement.

3. Conflicting Provisions

The Subgrantee acknowledges that the Additional Provisions shall control in the event that there exists any conflict in the provisions of this Agreement.

4. Cost Principles

The Subgrantee acknowledges that this Agreement must conform to the principles governing DOL grants and Agreements which are set forth in 29 Code of Federal Regulations (CFR) sections 97.22(b) and as a condition of receiving funds under this Agreement, Subgrantee shall comply with such principles.

5. Administrative Standards

Subgrantee acknowledges that this Agreement must comply with the administrative standards governing DOL grants and Agreements, which are set forth in 29 CFR-Part 95, 96 and 97 and agrees to comply with such standards.

6. Wagner-Peyser Standards

The Subgrantee acknowledges that this Agreement must comply with standards set forth in **20 CFR 652**, and as a condition of receiving funds under this Agreement will comply with such standards.

7. Participant Records

The Subgrantee shall maintain separate records for each participant provided service under this Agreement and identify in the Subgrantee's financial records the costs attributed to services.

8. Monitoring

The EDD and/or the U.S. Department of Labor shall have the right to observe and monitor all conditions and activities of this project. The Subgrantee shall maintain and provide upon demand such program and fiscal records and complete such program and fiscal reports as are required by EDD and/or the U.S. Department of Labor with regard to this project. Onsite reviews may be conducted.

9. Examination of Records

The Subgrantee shall maintain and make available to EDD upon demand all books, records, documents, and other evidence pertaining to the costs and expenses of this Agreement (hereinafter collectively called the "records"), to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement.

- a. The Subgrantee shall make available upon demand at all reasonable times during the period set forth in subparagraph (b) below, any of the records for inspection, audit or reproduction by EDD or an authorized representative of EDD.
- b. The Subgrantee shall preserve and make available these records for a period of **five years** from the date of final payment under this Agreement, and for such longer period, if any, as is required by applicable statute, or regulation, by any other clause of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and available for a period of five years from the date of any resulting final settlement.
 - (2) Records which relate to litigation or the settlement of claims arising out of the performance of this Agreement, or costs and expenses of this Agreement as to which exception has been taken by EDD or any of its duly authorized representatives, shall be retained by the Subgrantee until disposition of such appeals, litigation, claims or exceptions.

10. Audit

Ensure that an audit, in conformity with the Single Audit Act of 1984 and Amendments of 1996 and in accordance with OMB Circular A-110 and as required by OMB Circular A-133 revised June 24, 1997, is conducted. This audit will be conducted by either governmental auditors or independent accounting firms, as appropriate, EDD may hire auditors for this contract term or prior contract terms, according to generally accepted accounting principles, generally accepted auditing standards, and according to the provisions of

Standards for Audit of Governmental Organizations Programs, Activities, and Functions by the Comptroller of the United States. This audit will cover the term of the contract. The Subgrantee will provide two copies of the audit report, immediately upon receipt of the Single Audit Report. This audit will cover the period January 24, 2005 through June 30, 2005. The audit report is due to Audit and Evaluation no later than September 30, 2005 and will be sent to:

Chief, Audit and Evaluation Division, MIC 78
Employment Development Department
P.O. Box 826880
Sacramento, CA 94280-0001

11. Ownership of Materials

The Subgrantee shall dispose of all property, finished or unfinished documents, data studies and reports, or supplies prepared, furnished or purchased by the Subgrantee under this Agreement as directed by EDD. In addition, any tools and/or equipment furnished to the Subgrantee by EDD and/or purchased by the Subgrantee with funds pursuant to this Agreement, shall be limited to use pursuant to this Agreement and shall remain the property of the United States Government and/or State of California, EDD. All equipment shall be tagged pursuant to relevant Federal Regulations. Upon termination of this Agreement, Subgrantee shall immediately return such tools and/or equipment to EDD or dispose of them as EDD directs.

12. Specific Administrative Conditions

The Subgrantee is advised that the primary purpose of the Wagner-Peyser 10 percent funds be for short-term funding and should not be regarded as long-term revenue.

13. Insurance Requirements

The Subgrantee shall not commence performance under this Agreement until the Subgrantee provides EDD with one of the following certificates:

- (a) Certificate of consent to self-insure issued by the Director of the Department of Industrial Relations.
- (b) Certificate of insurance issued by an insurance carrier licensed to write workers' compensation insurance in the State of California, which includes the name of the carrier and the date of expiration of the insurance, or

Should the Subgrantee elect to provide EDD with a Certificate of insurance issued by an insurance carrier licensed to write workers' compensation insurance in the State of California, the certificate of insurance must include the following provision that: The insurer shall not cancel the insured Subgrantee's coverage without first providing written notice to EDD's Contract Manager/ Monitor, or his/her designee, 10 business days prior to the effective date of cancellation.

The Subgrantee agrees that the workers compensation insurance policy herein provided for shall be in effect at all times during the term of this Agreement. In the event said workers compensation insurance coverage expires at any time or times during the term of this Agreement, the Subgrantee agrees to provide at least 10 business days prior to said expiration date, a new certificate of workers compensation insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement.

New certificates of insurance are subject to the approval of the Department of General Services and the Subgrantee agrees that no work or services shall be performed prior to the giving of such approval. In the event the Subgrantee fails to keep in effect at all times workers insurance coverage as herein provided, EDD may, in addition to any other remedies it may have, immediately terminate this Agreement upon the occurrence of such event.

The Subgrantee shall furnish to EDD a certificate of insurance or a Notice of Intent to Renew prior to commencement of work stating that there is liability insurance presently in effect for the Subgrantee with a combined single limit (CSL) of not less than \$1,000,000 per occurrence.

The certificate of insurance must include the following provisions that:

The insurer shall not cancel the insured's coverage without first providing written notice to EDD's Contract Manager/ Monitor, or his/her designee, 10 business days prior to the effective date of cancellation; and

The State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this Agreement are concerned.

Auto insurance cannot be paid from funds received pursuant to this Agreement.

The Subgrantee agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, the Subgrantee agrees to provide at least 10 business days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one year. EDD must be named as the certificate holder and include a provision that if it is canceled, the surety will immediately notify EDD. New certificates of insurance are subject to the approval of the Department of General Services and the Subgrantee agrees that no work or services shall be performed prior to the giving of such approval. In the event the Subgrantee fails to keep in effect at all times insurance coverage as herein provided, EDD may, in addition to any other remedies it may have, immediately terminate this Agreement upon the occurrence of such event.

14. Termination

This Agreement may be terminated by either party by giving written notice 30 days prior to the effective date of such termination, unless in violation of the terms in the contract.

Exhibit F: ASSURANCES

1. The Subgrantee hereby assures and certifies:
 - a. It possesses legal authority to apply for the Contract; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
 - b. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (PL. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act, which limits the political activity of employees.
 - d. It will comply with the minimum wage and maximum hours provisions of the Federal Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
 - e. It will establish safeguards, to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly for those with whom they have family, business, or other ties.
 - f. It will comply with all requirements imposed by the federal sponsoring agency concerning special requirements of law, regulations, policy and other requirements related to the program.
 - g. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA's) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communications from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the program is under consideration for listing by the EPA.

Exhibit G: RULES OF CONDUCT AND STATEMENT OF CONFIDENTIALITY NON-EDD EMPLOYEES

While working as a non-employee of EDD, you will be perceived as a staff member of this office by the public we serve and by your co-workers. For this reason, you will be expected to abide by many of the same standards that apply to EDD employees in order to maintain the confidence and trust of the public we serve.

Please read the following paragraphs carefully. They specify the major requirements and prohibitions relating to conduct which applies to EDD, as well as non-EDD staff. If questions arise concerning these matters, please refer your concerns to the appropriate EDD Job Service Site manager or designee.

ALCOHOLIC BEVERAGES AND DRUGS

Employees of the Department are prohibited from having, or being under the influence of, alcoholic beverages or illegal drugs of any kind on State premises.

CONDUCTING DEPARTMENT BUSINESS INVOLVING RELATIVES OR FRIENDS

Because of the public's interest and concern, and in order to protect employees from suspicion, the following EDD policy exists:

Employees must not serve relatives or close friends in public contact situations, nor work with relatives or close friends in financial, accounting, or processes such as paying a claim for benefits, or job placement activities.

DISCRIMINATION

Department contracted employees are prohibited from any discriminatory practice based upon race, religion, creed, color, age, sex, disability, marital status, pregnancy, national origin, sexual orientation, or ancestry.

SEXUAL HARASSMENT POLICY

It is the policy of EDD to provide a working environment that is free from sexual harassment. Employees are expected to adhere to a standard of conduct that is respectful and courteous to other employees, applicants for employment with EDD, and clients of EDD.

Sexual harassment is defined as unwelcome sexual advances, demands for sexual favors, and other verbal or physical conduct of a sexual nature.

ACCEPTANCE OF GIFTS, GRATUITIES, OR CONSIDERATIONS

The acceptance of any sort of money or consideration from other than your employer or the State for acts performed during duty hours, or as part of the duties of an employee is prohibited.

USE OF STATE TIME AND FACILITIES

Employees may not, for private gain or advantage, use State or Federal postage or stamping facilities, even though reimbursement is made before or after use. Neither is it permissible to use State paid time, facilities, equipment, or supplies for private gain.

COURTESY AND APPEARANCE

The actions, behavior, and appearance of Department employees have an important effect upon the success of this agency's programs. All employees should give courteous, prompt, and efficient service to the public and be courteous, cooperative and respectful to coworkers. Employees are also required to maintain personal cleanliness, good grooming and appropriate dress and appearance.

CONFIDENTIAL INFORMATION

Most of the Department's information is of a sensitive and/or confidential nature. Employees are only to access information, which is required for them to conduct their daily business. Employees having access to the Department's information assets are not to disclose any information that could possibly be considered sensitive or confidential to persons or entities outside the Department, without verifying that the disclosure is legally permissible.

The California State Penal Code provides that unauthorized access to a computer system or network is a public offense punishable by a fine and/or imprisonment. In addition, the owner or lessee may obtain compensatory damages for expenses incurred to verify that the system or network was not altered or damaged by the unauthorized access (Penal Code Section 502).

CERTIFICATION

I understand and will abide by all of the Department's rules and regulations including conduct, personal behavior and confidentiality. I understand that intentional unauthorized access to applications or Department information may result in adverse action or prosecution or both.

SIGNATURE

DATE

(Each non-EDD employee must read and sign this document. The document is to be current with each contract and on file with the EDD Job Service Site manager where the employee is assigned to.)



Exhibit H

Indemnity Agreement

In consideration of access to EDD information which is personal, sensitive, or confidential,

(Enter name of agency requesting EDD's information)

agrees to indemnify EDD against any and all liability costs, damages, attorney fees, and other expenses EDD may incur by reason of or as a result of any unauthorized use of the personal, sensitive, or confidential information or any violation of the "Confidentiality Statement" by:

(Enter name staff person authorized to access EDD's information)

This obligation shall be continuous and may not be changed or modified unless agreed to in writing.

In addition, I understand that the following penalties may be incurred for any such misuse of EDD Information:

1. Any individual who has access to returns, reports, or documents maintained by EDD who fails to protect the confidential information from being published or open to the public may be punished by imprisonment in the county jail for up to one year or a fine of \$20,000.00 or both. (Unemployment Insurance Code 2111).
2. Any person who intentionally discloses information, not otherwise public, which they knew or should have known was obtained from personal information maintained by a state agency, shall be subject to civil action for invasion of privacy by the individual to whom the information pertains. (Civil Code 1798.53).
3. Any unauthorized access to EDD computer data, computer systems, or unauthorized use of EDD data is punishable by a fine or imprisonment in the county jail or both. (Penal Code 502).

I certify that I have read and understand the Indemnity Agreement printed above.

Print Full Name (last, first, MI)

Signature

Position and Title

Print Name of Subgrantee and/or Subcontractor

Print Name of Governmental Agency

Date Signed

Check the appropriate box:

- Employee Subcontractor Student Volunteer Other

(Explain)

Exhibit H Confidentiality Statement

Information Resources maintained by the State of California Employment Development Department (EDD) and provided to your agency may be confidential or sensitive. Confidential and sensitive information are not open to the public and require special precautions to protect it from unauthorized use, disclosure, modification, and destruction. The EDD strictly enforces information security. If you violate these provisions, you may be subject to administrative, civil, and/or criminal action.

You agree to protect the following types of confidential and sensitive information:

- Wage Information
- Employer Information
- Claimant Information
- Tax Payer Information
- Applicant Information
- Proprietary Information
- Operational Information (instructional manuals)

You agree to protect EDD's Information Resources by:

- Accessing or modifying EDD supplied information only as specified in the Contract.
- Never accessing information for curiosity or personal reasons.
- Never showing or discussing sensitive or confidential information to or with anyone who does not have the need to know.
- Placing sensitive or confidential information only in approved locations.
- Never removing sensitive or confidential information from your work site without authorization.

You have a responsibility to know the classification of the information you are working with. Refer any questions about the classification of the EDD client information (public, sensitive, confidential) to the Subgrantee's staff person responsible for security and confidentiality of the EDD data.

Unauthorized access, use, modification, or disclosure of confidential information is a crime under state and federal laws, including but not limited to §1798.20 et. seq. of the California Civil Code; § 502 of the California Penal Code; and § 2111 of the California Unemployment Insurance Code. The penalties for unauthorized access, use, modification, or disclosure may include any or all of the following:

- Civil action—*fines and/or dismissal*
- Administrative—*loss of employment, salary reduction or demotion*
- Criminal—*fines and/or incarceration*

You are reminded that these guidelines are designed to protect everyone's right to privacy, including your own.

"I certify that I have read the confidentiality statement printed above. I further certify and understand that unauthorized access, use, modification, or disclosure of confidential information may be punishable as a crime and/or result in disciplinary and/or civil action taken against me."

Print Full Name (last, first, MI)

Signature

Print Name of State Agency

Date Signed

Check the appropriate box:

- | | |
|--|------------------------------------|
| <input type="checkbox"/> Employee | <input type="checkbox"/> Student |
| <input type="checkbox"/> Subcontractor | <input type="checkbox"/> Volunteer |
| <input type="checkbox"/> Other _____ | |

Print Name of Requesting Branch, Office, or Division

**Exhibit I:
 Monthly Activity Report**

**Wagner-Peyser 10 Percent Governor's Discretionary Fund
 New Opportunities for Work (NOW) Program
 Monthly Activity Report**

Report Month: _____ Business Name: _____
 Date Sent: _____ Business Address: _____
 Contract Number: _____ Contact: _____
 Term: _____ Telephone: _____

Provide the information requested for participants placed in employment this month:

PARTICIPANT STATISTICS	MONTHLY REPORT	CUMULATIVE REPORT	ANNUAL GOAL
Screened for Eligibility			
Enrolled for Service			
SUCCESSFUL OUTCOMES			
Placed Unsubsidized Employment			

Participants Name	Social Security Number	Employer's Name	Date Started

Note : If more space is needed attach an additional page to this report

Certification. I certify that to the best of my knowledge and belief that this report is true in all respects.

Date : _____ Signature _____ Print Name _____