

SOUTH BAY WORKFORCE INVESTMENT AREA FUNDING AGREEMENT NO.16-W152
BETWEEN THE SOUTH BAY WORKFORCE INVESTMENT BOARD, INC. AND
THE CITY OF CARSON

THIS AGREEMENT is made and entered into this ____ day of _____, 2016, by and between the **South Bay Workforce Investment Board, Inc.**, hereinafter referred to as (SBWIB, Inc.), non-profit public benefit corporation, acting on behalf of the City of Inglewood, hereinafter referred to as "City" and the **City of Carson**, a municipal corporation, hereinafter referred to as "Contractor" with its principal place of business located at **701 E. Carson St., Carson, CA 90745.**

WHEREAS, by contract with the City of Inglewood has designated its rights, duties and responsibilities to the SBWIB, Inc., which is authorized to act for purposes of the agreement; and

WHEREAS, SBWIB, Inc. is receiving and will be receiving federal funds from the State of California under the Workforce Innovation and Opportunity Act (WIOA), for the purpose of providing employment and training services to adult and youth participants; and

WHEREAS, Contractor represents itself as being qualified and capable of providing said services in accordance with all the rules and regulations developed to implement said statutes and in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the recitals and the mutual obligations provided herein, the parties hereto agree as follows:

I - CONTRACTOR REQUIREMENTS/RESPONSIBILITIES

Contractor shall be required to provide job training and employment program services set forth in the Exhibits listed below, attached hereto and incorporated herein by this reference:

EXHIBIT 1

Exhibit A Statement of Work - Youth& Adult

Exhibit B Budget Summary

Exhibit B1 Budget Forms

Exhibit C Contractor Common Measures

Further Responsibilities

Contractor shall:

A. Fully cooperate with authorized representatives of the SBWIB, Inc., State and Federal governments including independent auditors, seeking to interview any program participant or staff member of Contractor, or to evaluate, inspect and/or monitor those facilities and operations of Contractor that are directly involved in the implementation of programs funded through this Agreement.

B. Provide services funded under this agreement only to individuals determined eligible under WIOA guidelines as designated by the SBWIB, Inc.

C. Provide facilities, which are adequate to fulfill the requirements of this Agreement.

D. Provide services as described in Exhibit A, Statement of Work.

E. Contractor shall ensure that participants comply with Section 167(a)(5) of the Military Selective Service Act (50 USC Appx. §451 et. Seq.) and other eligibility requirements applicable to the program under which the participant is enrolled.

II - COMPENSATION

A. The parties agree that this shall be a cost reimbursement agreement. Only allowable program costs described in Exhibit B, Budget Summary will be reimbursed for actual expenditures incurred during the program year, not to exceed budgeted amounts for which the Contractor has adequate supporting documentation of such expenditures. Funding under this Agreement will be made to the Contractor in two separate allocations for the Adult program and is contingent upon the availability of funds by Employment Development Department (EDD).

The first allocation of Adult program funding will be available in the amount of **\$41,855, with a beginning date of July 1, 2016**. The second allocation of Adult program funding including training funds will be available in the amount of **\$212,541, beginning October 1, 2016**. The allocation of Youth program funding will be available in the amount of **\$271,275**, which includes **\$54,255** for paid work experience activities, with a beginning date of **April 1, 2016**. The Contractor shall not request reimbursement based upon unbudgeted amounts and in no case shall the total amount of reimbursement by SBWIB, Inc. under this Agreement exceed the sum of **\$534,671**. Refer to Exhibit B, Budget Summary for additional details.

B. Contractor shall bill SBWIB, Inc. monthly in arrears for actual prior month expenditures in accordance with procedures set forth by the SBWIB, Inc.

C. The parties agree that the SBWIB, Inc. reserves the right to prorate Contractor's reimbursement based upon the cost per participant and the number of participants enrolled as described in Exhibit B, Budget Summary. In addition, a percentage of total costs, or the final payment, which represents a percentage of total costs, may be held pending Contractor's adherence to minimum performance requirements.

D. The SBWIB, Inc. reserves the right to withhold or refuse payment for Contractor's failure to meet minimum performance requirements.

E. Contractor shall make no additional claims for costs, charges, or fees, nor shall Contractor receive additional payment or any form of reimbursement from the SBWIB, Inc., individual participants or any other party, other than as specifically detailed in this Agreement.

F. Notwithstanding the provisions concerning the term of the Agreement, funding shall be provided according to the following provisions:

1. The acceptance by the SBWIB, Inc. of the performance of the Contractor under the terms of the Agreement.

2. This Agreement is funded solely under the Workforce Innovation and Opportunity Act (WIOA). In the event the WIOA is canceled or WIOA funds to the SBWIB, Inc.

are terminated, this Agreement will likewise terminate. Contractor shall have no recourse to non-WIOA funds.

3. Contractor and SBWIB, Inc. hereby agree that payment will be by SBWIB, Inc.-draft within thirty (30) days following receipt and approval of each monthly invoice or within the course of ordinary SBWIB, Inc. business, whichever occurs first.

4. Payments to the Contractor may be withheld by the SBWIB, Inc. if the Contractor fails to comply with the provisions of this Agreement.

5. Contractor shall be responsible to repay any disallowed costs as determined by the SBWIB, Inc., its agent, the State or the Department of Labor (DOL).

III - TERM OF AGREEMENT

The term of the Agreement shall be from **July 1, 2016, to June 30, 2019**. Contractor shall be responsible for submitting a budget detail for each program year in order to receive subsequent program year funding. The parties may extend this Agreement for two (2) additional years upon the same terms and conditions as are set forth in this Agreement. Any such extension shall be in writing, signed by an authorized representative of each party, and entered into prior to the expiration of this Agreement.

IV - MODIFICATIONS

A. Unilateral Amendment

At any time during the term of this Agreement the SBWIB, Inc. reserves the right and authorized the SBWIB, Inc., Chief Executive Officer to modify this Agreement upon written notice to the Contractor under the following circumstances:

1. There is an increase or decrease in Federal or state funding levels.
2. A modification to the Agreement is required in order to implement an adjustment of modification to the plan.
3. Funds awarded to the Contractor have not been or shall not be expended in accordance with the schedule included in the approved Agreement. The SBWIB, Inc.

determines that funds shall 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, regulation and policy, reverting to the Contractor.

4. There is a change in state or federal law or regulation requiring a change to the provisions of this Agreement.

B. Except as provided above, this Agreement fully expresses the agreement of the parties. The SBWIB, Inc. must by means of a separate written document approve any modifications or amendment of the terms of this agreement. No oral conversation between any officer or employee of the parties shall modify this Agreement in any way.

V - ASSIGNMENTS AND CONTRACTORS

A. Contractor shall neither assign this Agreement nor enter into any subcontract for the performance of services required herein without securing the prior consent of SBWIB, Inc. Any attempt by the Contractor to subcontract any performance of services under this Agreement without the prior written consent of the SBWIB, Inc. shall be null and void and shall constitute a material breach of this Agreement upon which the SBWIB, Inc. may immediately terminate this Agreement in accordance with the provisions of Section XXV of this Agreement.

B. Contractor's request to the SBWIB, Inc. for approval to enter into a subcontract shall include:

1. A description of the services to be provided by the subcontractor.
2. Identification of the proposed subcontractor, a description of the manner in which the proposed subcontractor was selected, and a statement of the extent of competition, if any, involved in the award of the subcontract.

3. Any other information or certification requested by the SBWIB, Inc.

C. In the event the SBWIB, Inc. consents to subcontracting, all applicable provisions and requirements of this Agreement shall be made applicable to such subcontract. To

accomplish this requirement, the Contractor shall include in all subcontracts the following provision:

“This Agreement is a subcontract under the terms of a prime agreement with the SBWIB, Inc. and shall be subject to all the provisions of such prime contract. All representations and warranties under this subcontract shall inure to the benefit of the SBWIB, Inc.”

All subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the SBWIB, Inc. The making of subcontracts hereunder shall not relieve the Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate all the work of the Contractor and any subcontractor. Approval of the provisions of any subcontract by the SBWIB, Inc. shall not be construed to constitute a determination of the allow ability of any cost under this Agreement.

D. The Contractor agrees that it shall be held responsible to the SBWIB, Inc. for the performance of any approved subcontract. Subcontracts shall be in writing, with a copy of each such agreement forwarded to the SBWIB, Inc. at or about the time of execution.

E. The Contractor shall be solely liable and responsible for any and all payments and other compensation for all contractors and the SBWIB, Inc. shall have no liability or responsibility with respect thereto.

F. The Contractor shall not assign or subcontract any part or all of its interest in this Agreement without written approval from the SBWIB, Inc.

G. All applicable provisions and requirements of this Agreement shall apply to any subcontracts or sub-agreements. The Contractor agrees that the SBWIB, Inc. for the performance of any subcontractor(s) shall hold the Contractor responsible. Procurement of contractor and/or vendor services must be in compliance with appropriate County, State, and federal regulations, directives, and policies. Subcontracts must be in writing and a copy of each subcontract must be made available upon request.

VI - INSURANCE

A. General Liability Insurance

Contractor shall procure and maintain general liability insurance protecting Contractor and City/SBWIB, Inc., its officers and employees against claims arising from bodily injury or death to persons occurring on Contractor's business premises or otherwise through Contractor's operation or performance under this Agreement. Said insurance shall consist of combined single limit liability coverage in an amount of \$1,000,000 or other equivalent coverage as approved by the SBWIB, Inc. Attorney.

B. Automobile Insurance

If a Contractor, in conducting activities under this Agreement, uses motor vehicles, the Contractor shall insure that the City/SBWIB, Inc., its officers and employees are held harmless against claims arising from the ownership, maintenance or use of said motor vehicles. In addition, Contractor shall provide insurance through a commercial insurance company authorized to do business in the State of California. The coverage shall be \$1,000,000 combined single limit liability, or other equivalent coverage approved by the SBWIB, Inc. Attorney.

C. Worker Compensation

Contractor shall provide worker compensation insurance coverage and benefits which complies with provisions of the California Labor Code, covering all employees of Contractor and, if applicable, other comparable insurance coverage such as medical and accident insurance for those participants enrolled in classroom training or similar programs and not qualifying as employed under worker compensation, as required by State or Federal law.

D. Certificates of Insurance

Contractor shall furnish to SBWIB, Inc. evidence of any insurance required by this Agreement. A Certificate of Insurance from an insurer admitted to do business in the State of California will be provided, indicating that the respective policies meet the following requirements:

1. The City/SBWIB, Inc., its officers and employees shall be named as additional insured.
2. Insurance shall not be canceled or terminated without 30 days written notice to SBWIB, Inc.;
3. Insurance shall be primary and any insurance held by SBWIB, Inc. for its own protection shall be excess and shall be effective only upon exhaustion of Contractor's insurance.
4. Insurance shall be maintained for the duration of the Agreement, including any period extended beyond the expiration date of this Agreement required to complete performance.

E. Self-Insurance

Notwithstanding the insurance required above, SBWIB, Inc., at its own option, may accept as an equivalent for any such coverage, evidence of an on-going program of self-insurance together with excess coverage. Said equivalent, in order to satisfy the requirements herein contained, shall be subject to approval of the SBWIB, Inc. Attorney.

VII - CRIMINAL CLEARANCES

A. For the safety and welfare of the people served under this Agreement, Contractor agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent contractor, volunteers or subcontractor who may come in contact with people in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.

B. Contractor shall immediately notify SBWIB, Inc., of any arrest and/or subsequent conviction, other than for minor traffic offense, of any employee, independent subcontractor, volunteer staff or subcontractor who may come in contact with children while providing services under this Agreement when such information becomes known to Contractor.

C. Contractor agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault, and lewd and lascivious acts.

D. All Contractor staff performing work under this Agreement shall undergo and pass, to the satisfaction of Contractor, a background investigation as a condition of beginning and continuing to work under this Agreement. Contractor shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation. SBWIB, Inc./City agrees that the Contractor's established background investigation procedures, regulations, and policies ("Background Investigation Procedures") meet the requirements of this Agreement and satisfy all of SBWIB, Inc./City's background investigation requirements and any other applicable regulation or law.

E. At any time prior to or during term of this Agreement, the SBWIB, Inc./City may require that all Contractor's staff performing work under this Agreement undergo and pass, to the satisfaction of SBWIB, Inc./City, a background investigation, as a condition of beginning and continuing to work under this Agreement. SBWIB, Inc./City shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information

shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

VIII - HOLD HARMLESS

Pursuant to Government Code Section 895.4 the parties, each a public agency, have agreed to mutually indemnify each other as provided for in this section. Each party to this Agreement shall be solely liable for, and shall indemnify, defend and hold harmless the other parties and each of their officers, officials, employees, agents and volunteers ("Indemnitees") from, any and all loss, liability, errors, obligations, fines, penalties, forfeitures, costs and damages to persons or property (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by any of the Indemnitees, the indemnifying party or any other person, and from any and all claims, suits, demands and actions in law or equity (including attorney's fees and litigation expenses), arising directly or indirectly from:

- (a) the active negligence or intentional acts or omissions of the indemnifying party or any of its officers, officials, employees, agents or volunteers in the performance of the Youth and Adult Employment Services, as specified in the Agreement; or
- (b) the ownership, maintenance, operation or use of any County or City property or any related equipment when in the care, custody and control of the indemnifying party.

The City of Inglewood/SBWIB, Inc., its officers, employees, and agents by this Agreement shall not assume any liability nor shall they be liable for the negligent or wrongful acts or omissions or for any indebtedness or obligations of Contractor or any of its officers, employees, Subcontractors, agents or representatives thereof attributable to the services required to be performed or caused by the disbursement and use of WIOA funds by Contractor under this Agreement.

IX - OCCUPATIONAL SAFETY AND HEALTH ACT

Contractor agrees to provide all participants with safety and health protection, which shall be at least as effective as that, which would be required under the Occupational Safety and Health Act of 1970 as amended if the participants were employees of the Contractor. Contractor shall also comply with the provisions of the California Occupational Safety and Health Act as amended.

X - COMPLIANCE WITH LAWS

Contractor certifies and agrees that it will fully comply with all applicable Federal State Courts, all regulations, rules and policies issued pursuant to the enabling statute(s), and applicable ordinances, rules, policies, directives, and procedures adopted by the SBWIB, Inc., for which the Contractor is provided actual or constructive notice. The SBWIB, Inc., reserves the right to review the Contractor's procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the federal government, as applicable. The Contractor certifies and agrees that it shall comply with all applicable Federal, State and local laws rules, regulations, ordinances, and directives, and all provisions required to be included in this Agreement are incorporated by this reference. The Contractor shall indemnify and hold the SBWIB, Inc., harmless from any loss, damage or liability resulting from a violation by the Contractor, its agents, officers, and employees of any such laws, rules, regulations, ordinances, and directives.

The Contractor agrees to comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to: Workforce Innovation and Opportunity Act (WIOA) Public Law 113-128; Applicable Drug Free Workplace Requirements; the Americans with Disability Act (ADA) of 1990; Freedom of Information Act and the California Public Records Act, Office of Management and Budget (OMB) Circulars and applicable compliance supplements; State's energy efficiency regulations

(the California Code of Regulations Title 24); the Clean Air Act (42 USC 7401 et seq.); the Water Pollution Prevention and Control provisions (33 USC 1368); the Clean Water Act/Federal Water Pollution Control Act 33 USC 1251 et.seq.); Subchapter VI of the Civil Rights Act of 1964 (42 USC 2000e-2000e-17); and Executive Order 11738.

XI - RECORDS

A. Access

Contractor shall give the Comptroller General of the United States, and any authorized representative of the SBWIB, Inc. or any appropriate federal or state agency complete access to the right to examine any and all records, books, participant files, papers, reports, and audits. And other documents and physical evidence related to the program, as often as deemed necessary by any of the authorized representative named by the Chief Executive Officer.

B. Retention

The Contractor shall make any and all WIOA-related records, reports, participant files, and other documentation any physical evidence, in addition to documents required by this agreements, as may reasonably be requested by the SBWIB, Inc., available for inspection and audit by any federal, state, or SBWIB, Inc. agency, upon request, for three (3) years from the termination date of this Agreement. In the event of litigation, unresolved audits and/or unresolved claims, the Contractor agrees to retain all such records, reports, participant files, and other documentation and physical evidence beyond the three-year period, until all such litigation, audits, and claims have been resolved.

C. Location

The Contractor shall inform the SBWIB, Inc. in writing of the exact location where all records, reports, participant files, and other documentation and physical evidence are to be retained within thirty (30) days of the beginning date of this Agreement. The Contractor shall inform the SBWIB, Inc. in writing of any location changes within ten (10) days from the date the

records; reports, participant files, and other documentation and physical evidence are moved. Any transfers of the records or reports beyond the boundaries of the County of Los Angeles shall require prior written approval by the SBWIB, Inc. If the Agreement ceases operations prior to five (5) years from the beginning date of this Agreement or before all litigation, audits and claims have been resolved, the Contractor shall provide the name, address, and telephone number of the Contractor's representative plus an inventory of all such records, reports, participants files, and other documentation and physical evidence.

XII - REPORTING REQUIREMENTS

A. General Reporting

At such times and in such forms as the SBWIB, Inc. may require, there shall be furnished to the SBWIB, Inc. such records, reports, data and information pertaining to matters covered by this Agreement.

B. WIOA Monthly Invoice and Close-Out

1. On or before ten (10) working days of each month, Contractor shall submit to the SBWIB, Inc., on forms provided by the SBWIB, Inc., a complete and accurate monthly WIOA invoice, including allowable accruals. Allowable accruals as used in this Agreement shall refer to expenses that can be accurately measured and estimated for inclusion in the total cost reported on the closeout of the grant within the contracted period. Any other costs not included will be considered disallowed.

2. Within twenty-one (21) days following the termination of the Agreement, Contractor shall submit to the SBWIB, Inc. a preliminary report of expenditures. Within forty (40) days following the termination of the Agreement, Contractor shall submit to the SBWIB, Inc., on forms provided by the SBWIB, Inc., a complete and accurate final close-out invoice including allowable accruals of allowable expenditures and a remittance for all unearned grant funds as identified in the close-out.

3. In the event Contractor does not submit a final close-out within the prescribed time frame, the SBWIB, Inc. reserves the right to unilaterally close-out the Agreement and use the invoice on file at the SBWIB, Inc. for determination of Contractor's final allowable expenditures. The SBWIB, Inc. will not reimburse the Contractor for any expenditure reported after the 21-day closeout date following termination of this Agreement. The SBWIB, Inc. shall provide closeout forms to the Contractor at least thirty (30) days prior to termination of Agreement.

C. Management Information System (MIS) Reporting

Contractor shall submit to the SBWIB, Inc. all MIS forms within 5 days of the activity date (ex: enrollment date, exit date, follow-up date).

XIII - EQUIPMENT

No equipment is to be purchased under this grant without prior written approval from the SBWIB, Inc. Chief Executive Officer or his designated representative. Written approval is required for all purchases and/or leases of non-expendable, tangible personal property, including computer hardware, software and automated data processing (ADP) equipment with a useful life of more than one year acquired with WIOA funds, and a per-unit acquisition cost of \$5,000 or more. Contractor's written request must provide justification for purchases and include a minimum of three acceptable bids secured through an open-competitive selection process.

XIV - INTELLECTUAL PROPERTY RIGHTS

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses

include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping.

XV - INVENTIONS, PATENTS AND COPYRIGHTS

A. Reporting Procedure

If any project produces patentable items, patent rights, processes, or inventions in the course of work under a DOL grant or agreement, the Contractor shall report the fact promptly and fully to the SBWIB, Inc. The SBWIB, Inc. shall report the fact to the Grant Officer, at DOL. Unless there is a prior Agreement between SBWIB, Inc. and the DOL and its representative on these matters, the DOL shall determine whether to seek protection on the invention or discovery, including rights under any patent issued thereon, which will be allocated and administered in order to protect the public interest consistent with the "Government Patent Policy" (President's Memorandum for Heads of Executive Departments and Agencies, August 23, 1971, and Statement of Government Patent Policy as printed in 36 CFR 16889).

B. Copyright Policy

Unless otherwise provided in the terms of the grant or Agreement, when copyrightable material is developed in the course of or under a DOL grant or agreement, the author and the SBWIB which developed the work is free to copyright material or to permit others to do so. The SBWIB, Inc. shall have a royalty-free, nonexclusive and irrevocable license to reproduce, publish, use, and to authorize others to use all copyrighted material.

The U.S. Department of Labor reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publishes or otherwise use, and to authorize others to use, for Federal Government purposes:

1. The copyright in any work developed under any grant, sub-grant, or agreement under a grantor sub-grant; and,
2. Any right of copyright to which a grantee, sub-grantee or a Contractor purchases ownership with grant support.

C. Rights to Data

The U.S. Department of Labor and the SBWIB, Inc. shall have unlimited rights to any data first produced or delivered under this Agreement.

XVI - CONFIDENTIALITY REQUIREMENTS

A. Subject to any applicable requirements of State or Federal Law, Contractor shall maintain the confidentiality of any information regarding participants and the immediate family of any participant that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies, counselors, or any other source. The Contractor shall not divulge such information without the permission of the participant, except for disclosures required by court process, order, or decree, and except that information which is necessary for purposes related to the performance or evaluation of the Agreement may be divulged to parties having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement and to governmental authorities to the extent necessary for the proper administration of the program.

B. Confidentiality of State/County Records

Confidential information pertains to any data that identifies an individual or an employing unit. Confidential information is not open to the public and requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, Employment Development Department, the California Department of Social Services, the California Department of Education, the County Welfare Department(s), Directors of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs. The Contractor agrees to:

1. Keep all information furnished by State/County agencies strictly confidential, and make the information available to its own employees only on a "need-to-know" basis, as

specifically authorized in this Agreement. Instruct all employees with State/County information access regarding the confidentiality of this information and of the penalties for unauthorized use or disclosure 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.

2. Store and process information electronically, in a manner that renders it irretrievable by unauthorized computer, remote terminal, or other means. State/County confidential information should be returned promptly and/or, all copies/derivations should be destroyed when no longer in use. An approved method of confidential information destruction should be used: shredding, burning, or certified/witnessed destruction. Magnetic media are to be demagnetized or returned to appropriate agency. In no event, shall said information be disclosed to any individual outside of the Contractor staff, and/or their employees.

XVII - FISCAL ACCOUNTABILITY

Contractor shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. An integral part of the required financial management system is a system of internal accounting controls that will provide reasonable assurance that WIOA assets are safeguarded against loss from unauthorized use or disposition, and that accounting transactions affecting WIOA fund accountability are properly charged and recorded by administrative and program cost categories to permit the preparation of accurate and supportable financial reports.

XVIII - NOTICES

All notices to be given in accordance with this Agreement shall be deemed served by (1) enclosing 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 United States Postal Service, or (2) personal service. For these purposes, the addresses of the parties shall be as follows:

SBWIB, Inc.
South Bay Workforce Investment Board
11539 S. Hawthorne Blvd., 5th Floor
Hawthorne, CA 90250
Attn: Jan Vogel

City of Carson
Carson City Hall
701 E. Carson St.
Carson, CA 90745
Attn: City Manager

XIX - PROGRAM INCOME FOR NON-PROFIT AND PUBLIC AGENCIES

Program income is earned through the activities funded by this Agreement. For further definition of program income and requirements for its use, Contractors are referred to WIOA section 194(7)(A)-(B) and 2 CFR §200.307 which are herein incorporated by this reference.

Any program income must be reported to the SBWIB, Inc. on the expenditure report, and must be returned to the SBWIB, Inc. in accordance with the SBWIB, Inc.'s written directions to the Contractor. At the SBWIB, Inc.'s discretion, program income may be used to augment the Contractor's WIOA program. Such use of program income is permitted only by written amendment to this Agreement. Should such use of program income be approved, Contractor shall maintain records in support of all earnings and expenditures relating to the use of those funds in accordance with WIOA record retention and audit requirements. The SBWIB, Inc. shall monitor Contractor's compliance with all program income requirements.

XX - AUDITS AND REQUIREMENTS

Contractor shall comply with audit requirements as identified under Title 2 CFR Part 200 Uniform Guidance and respective Office of Management and Budget (OMB) Circulars and other applicable Federal, State, and local policies and regulations. Contractor shall be responsible for determining whether it is subject to the OMB Circulars, or other federal auditing requirements, and, if so, shall be responsible for compliance with the audit requirements thereof. The Contractor shall pay for such audits. A commercial organization (subrecipient) receiving \$500,000 or more in federal financial assistance to operate a WIOA program shall comply with the audit requirements set forth in OMB Circular 133.

Contractor shall allow authorized SBWIB, Inc., State, and Federal representatives to have full access to the Contractor's facilities and all related WIOA documentation and other physical evidence for the purposes of auditing, evaluation, inspection, and monitoring of the program set forth in this Agreement, including the interviewing of the Contractor's staff and program participants during normal business hours.

The SBWIB, Inc. shall have the authority to examine the books and records used by the Contractor in accounting for expenses incurred under this Agreement. Should these books and records not meet the minimum standards of the accepted accounting practices of the SBWIB, Inc., the SBWIB, Inc. reserves the right to withhold any or all of its funding to the Contractor until minimum standards are met.

The SBWIB, Inc. may require the Contractor to use any or all of the SBWIB, Inc.'s accounting or administrative procedures used in planning, controlling, monitoring, and reporting of all fiscal matters relating to this Agreement.

The SBWIB, Inc. reserves the right to dispatch auditors of its choosing to any site where any phase of the program is being conducted, controlled, or advanced in any way, tangible or intangible. Such sites may include the home office, any branch office, or other locations of the Contractor if such sites, or the activities performed thereon, have any relationship to the program covered by this Agreement.

When fiscal or special audit determines that the Contractor has expended funds which are questioned under the criteria set forth herein, the Contractor shall be notified and given the opportunity to justify questioned expenditures prior to the SBWIB, Inc.'s final determination of the disallowed costs, in accordance with the procedures established under WIOA.

XXI - CERTIFICATION REGARDING CHILD SUPPORT COMPLIANCE PROGRAM

Contractor, by signing this Agreement, hereby certifies compliance with the Child Support Compliance Act of the State of California, as implemented by the Employment

Development Department. Contractor assures that to the best of its knowledge, it 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. Contractor recognizes and acknowledges 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) Part 5 of Division 9 of the Family Code. Contractor's failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and the Contractor may be ineligible for award of future Agreements if SBWIB, Inc. determines that any of the following has occurred: (1) false certification, or (2) violation of the certification by failing to carry out the requirements as noted above.

XXII - CERTIFICATION

A. Debarment and Suspension Certification:

By signing this Agreement, Contractor hereby certifies under penalty of perjury under laws of the State of California the Contractor will comply with regulation implementing Executive Order 12549, Debarment and Suspension, 29 CFR, Part 98, Section 98.510, that the prospective participant, 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 transitions by any federal department of agency;

2. Have not within a three-year (3) period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connecting 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 paragraph 2 of this certification;

4. Have not within a three-year (3) period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause of default.

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

B. Lobbying Restrictions:

By signing this Agreement the Contractor 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 employee of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Agreement, the Contractor shall complete and submit Standard Form - LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

C. Nepotism:

By signing this Agreement the Contractor certifies that it shall not hire or permit the hiring of any person in a position funded under this Agreement if that person is an

immediate family member of an employee of the Contractor who serves in an administrative capacity under this grant. For the purpose of this Agreement, the term's immediate family's means spouse (common law or otherwise), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by the Contractor. The term's administrative capacity's means persons who have overall administrative responsibility for a program, including but not limited to selection, hiring, or supervisory responsibilities.

D. Drug Free Workplace Compliance:

By signing this Agreement the Contractor hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990 (Cal. Gov. Code Section 8350 et seq.), as amended, including provision of the requisite certification as set forth therein; and the federal Drug-Free Workplace Act of 1998, 41 U.S.C. 702 et seq., 2 CFR 182; including its implementing regulations (29CFR Part 98, commencing with 98.600).

E. Child Support Compliance Program:

Contractor, by signing this Agreement, hereby certifies compliance with the County's Child Support Compliance Act (Los Angeles County Code Chapter 2.200) as implemented by the County of Los Angeles. Contractor assures that to the best of its knowledge, it is fully complying with the employment and wage reporting requirements as required by the Social Security Act (42 USC 653(a)) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to the California Code of Procedure Section 706.031 and the California Family Code Section 5246(b). Contractor's failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this Agreement or both and the Contractor may be ineligible for award of future Agreements if

SBWIB, Inc. determines that any of the following has occurred: (1) False certification, or (2) Violation of the certification by failing to carry out the requirements as noted above.

F. Nondiscrimination and Affirmative Action:

By signing this Agreement the Contractor hereby certifies that it shall not discriminate against any employee or applicant for employment because of race religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex. The Contractor will take affirmative action to assure that applicants are employed, and that employees are treated during their employment, without regard to their race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex.

G. Veteran's Priority Provisions:

By signing this Agreement the Contractor hereby assures and certifies to compliance with The Jobs for Veterans Act (Public Law 107-288) that requires all grantees/subgrantees to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or part, by DOL. The regulations implementing this priority of service can be found at 20 CFR Part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Grantees must comply with DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL No. 10-9 is available at: http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816.

XXIII - COMPLAINT RESOLUTION PROCEDURES

A. SBWIB Complaint Resolution Procedures

1. Contractor shall comply with the SBWIB Complaint Resolution procedures, and any changes incorporated therein during the term of this Agreement, in the resolution of complaints alleging a violation of the WIOA, the WIOA regulations, the grant or any other agreements under the Act. SBWIB's staff shall furnish a copy of the procedures to Contractor upon execution of this Agreement.

2. Contractor shall provide to each eligible participant and staff employee a copy and/or summary of the SBWIB Complaint Resolution Procedures during orientation. In the event that Contractor subcontracts with another party for the provision of training or job development services to a participant, the Contractor shall require that the participant receive access to WIOA complaint resolution procedures at each tier of service. Contractor shall maintain written documentation that each staff employee and participant has received information regarding the SBWIB Complaint Resolution Procedures.

B. Contractor WIOA Participant Complaint Resolution Procedures

1. Contractor [with the exception of those providing Individual Training Accounts (ITAs) exclusively] shall develop and maintain procedures for the resolution of complaints involving the terms and conditions of participant employment (On-Job-Training). ITA contractors shall provide WIOA participants with copies of the SBWIB complaint resolution procedures and shall instruct participants that they have the option of filing complaints directly with the SBWIB Compliance Officer.

2. Contractor shall provide each participant with a copy of its internal WIOA participant complaint resolution procedures upon enrollment into the program or during orientation. In the event that Contractor subcontracts with another party for the provision of training or job development services to a participant, the Contractor shall require that the participant receive access to SBWIB complaint resolution procedures at each tier of service.

Contractor shall maintain written documentation that each staff employee and participant has received information regarding the SBWIB Complaint Resolution Procedures.

C. Contractor shall not discriminate or retaliate against any person, or deny to any person a benefit to which that person is entitled under the provisions of the WIOA or WIOA regulations because such person has filed a complaint, has instituted or caused to be instituted any proceeding under or related to the Act, has testified or is about to testify in any such proceedings or investigation, or has provided information or assisted in any investigation.

D. Contractor shall permit the Directorate of Civil Rights (or a representative) access to its premises, participants, employees, books, and papers should the need arise during a complaint investigation.

XXIV - DISPUTE RESOLUTION AND BREACH

A. Dispute: Contractor agrees to use administrative processes and negotiation in attempting to resolve disputes arising from this Agreement. Contractor shall continue performance of the Agreement activities during such dispute and shall immediately submit written request for informal review and consultation to the SBWIB, Inc. administration.

If the dispute is not resolved within thirty (30) days of such request, SBWIB, Inc. through its agents shall review the disputed matter and, after consultation with the South Bay Workforce Investment Board Administration and the Contractor, reach a resolution. Contractor shall be issued a decision in writing, which shall bind all parties.

Contractor shall be afforded an opportunity to appeal and to offer evidence in support of its appeal. Pending final decision of an appeal, Contractor shall proceed with the performance of the Agreement. Upon final disposition, Contractor shall comply with SBWIB, Inc.'s decision.

B. Breach: In the event any party fails to perform, in whole or in part, any promise, covenant, or agreement herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law.

Said rights and remedies are cumulative of those provided for herein with respect to termination, if any, except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

XXV - DEFAULTS, PROBATION, SUSPENSION, TERMINATION, SANCTIONS AND ARBITRATION OF FUNDING

A. Defaults

Default, as used in this Agreement, shall mean instances when Contractor fails for any reason to comply with the obligations of this Agreement within the term of Agreement. Actions that come as a result of Contractor's default shall include but are not limited to the following:

1. Reduce the total budget;
2. Make any changes in the general scope of this Agreement;
3. Place the Contractor on Probation status; and
4. Terminate the Agreement.

B. Probation

1. The SBWIB, Inc. may place Contractor on probation for failure to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.

2. Said notice shall set forth the period of probation, the reasons for probation, and the specific conditions of non-compliance.

3. Within five (5) working days, the Contractor shall reply in writing, setting forth the corrective actions which will be undertaken, subject to SBWIB, Inc. approval in writing.

C. Suspension

1. It is mutually understood and agreed that failure of Contractor to comply with any provision of this Agreement, its Exhibits or Attachments is cause for suspension of

payments and/or referrals.

2. The SBWIB, Inc. may immediately suspend payments to Contractor prior to termination of the Agreement in whole or in part for the following causes:

a. Failure of Contractor to comply in any respect with either the terms and/or conditions of this Agreement.

b. Submittal to SBWIB, Inc. of reports which are incorrect or incomplete in any substantial or material respect.

c. Termination or suspension of grant(s) to City/SBWIB, Inc. from the Federal or State governments.

d. Failure of Contractor to accept and/or implement any additional conditions that may be required by law, by the Federal government, Executive Order or by regulation of the State, its agencies responsible for the operation of this program, or SBWIB, Inc.

3. Upon suspension of funds, Contractor agrees not to expend any further funds related to the performance of this Agreement without the express, written consent of SBWIB, Inc.

D. Termination

1. This Agreement may be terminated in whole or in part by SBWIB, Inc. for cause, which shall include but are not limited to:

a. Failure for any reason of the Contractor to fulfill in a timely and proper manner any of its obligations under this Agreement.

b. Suspension or termination by the Department of Labor or the State of California grant to City/SBWIB, Inc. under which this Agreement is made.

c. Improper use by Contractor of funds furnished under this Agreement.

d. Failure to meet performance standards as stipulated in Exhibit "B".

2. This Agreement may be canceled by either party without cause upon 30 days written notice prior to the effective date of such termination, which shall be specified in the notice.

3. Upon termination or cancellation of this Agreement, Contractor shall be responsible for preparation of close out reports and transmittal to SBWIB, Inc. of all documents which are in the possession of Contractor that relate to the conduct of the program within the time and within the manner prescribed by SBWIB, Inc. Final payment to Contractor under this Agreement will be made only after SBWIB, Inc. has determined that Contractor has satisfactorily completed said close-out procedures.

E. Sanctions

Contractor through the execution of this Agreement agrees to comply with, the requirements herein, and those requirements contained within the Workforce Innovation and Opportunity Act and all applicable Directives/Bulletins from the SBWIB, Inc., State, or Department of Labor (DOL). Approved sanctions may include but are not limited to the following: fiscal probation, administrative probation, withholding of payment, reobligation/deobligation of Agreement funds, questioned and/or disallowed costs, or suspension/termination of this Agreement. Those sections which may be applied will be dependent upon the circumstances of noncompliance.

F. Arbitration

The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement. Time is of the essence in the resolution of disputes. In the event that a dispute cannot be so settled the parties agree to submit such dispute to non-binding arbitration at Los Angeles, California in accordance with the prevailing rules of American Arbitration Association (or any successor thereto). If the American Arbitration Association is not then in existence and there is no successor, or if any reason the American Arbitration Association, fails to refuse to act, the

arbitration shall be in conformity with and subject to the provisions of applicable California statutes (if any) relating to arbitration at the time of notice. The arbitrators shall be bound by this Agreement and all related agreements. Pleadings in any action pending on the same matter shall, if arbitration is required as aforesaid, be deemed amended to limit the issues to those contemplated by the rules prescribed above. The prevailing party shall pay the costs of arbitration, including arbitrator's fees, as awarded by the arbitrator(s). The number and selection of arbitrator(s) shall be in accordance with the rules prescribed above, except that each arbitrator selected shall be neutral and familiar with the principal subject matter of the issues to be arbitrated, such as, by way of example, federal and state grant administration, or the subject matter as may be at issue, the testimony of witnesses shall be given under oath, and depositions and other discovery may be ordered by the arbitrator(s). The decision of the arbitrator(s) shall be conclusive, final, and binding on the parties for all purposes. The award rendered in any arbitration may be entered and enforced as a judgment under California law at the request of either party to the arbitration.

XXVI - ENTIRE AGREEMENT

This Agreement, including all Exhibits referenced, constitutes the entire agreement of the parties and supersedes any previous oral negotiations or written expressions of intent between the parties.

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IN WITNESS WHEREOF, the parties hereto have agreed on this date and year first above written.

By: CITY OF CARSON

Signature: _____

Name: Ken Farfsing _____

Title: City Manager _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Sunny Soltani, City Attorney

SOUTH BAY WORKFORCE INVESTMENT BOARD, INC.

Jan Vogel, Chief Executive Officer

APPROVED AS TO FORM:

Jack Ballas, Attorney-at-Law

**STATEMENT OF WORK
WIOA YOUTH AND ADULT PROGRAMS**

YOUTH SERVICES**Brief Description of Services to be Provided:**

Youth services shall be comprehensive, integrated, and youth focused. Programs shall provide activities for eligible youth seeking assistance in achieving educational and employment success. Effective and comprehensive activities shall include a variety of options for improving educational goals and skill competencies that connect and incorporate career pathway, work based learning, post-secondary education and or employment goals. There are fourteen (14) required program elements that must be available to youth and provided based upon their objective assessment and individual services strategy/individual training plan. Refer to the Program Design for description of program elements.

Moreover, WIOA enacted a number of program changes for youth formula-funded programs. The most significant is the focus of resources to out-of-school (OSY). WIOA raises the minimum percentage of funds to be expended on OSY each year from 30 percent to 75 percent. Additionally, WIOA also stipulates work based learning opportunities such as work experience be provided and requires the minimum of 20 percent of youth funds to be spent on work experience.

Geographic Area: Carson

Target Population/Eligibility Criteria:

To be eligible to receive WIOA Youth services, an individual must:

- Be a citizen or noncitizen authorized to work in the United States; and
- Meet Military Selective Service registration requirements (males only); and
- Meet the definition of OSY or ISY, as defined by WIOA § 129[a][1][B]-[C].

Out-of-School Youth (OSY) – individuals shall be considered eligible to participate if he/she is:

- Age 16-24 years old;

- Not attending any secondary or post-secondary school (not including Title II Adult Education, Job Corps, YouthBuild, or charter schools with federal and state workforce partnerships);
- One or more of the following barriers:
 - A school dropout, as defined by the state (a youth attending an alternative school at the time of enrollment is not considered a dropout);
 - A youth who is within the age of compulsory school attendance (aged 6-18), but has not attended school for at least the most recent complete school year calendar quarter. (Note that, “school year quarter” is defined by the local school district calendar);
 - A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either
 - Basic skills deficient or
 - An English language learner
 - An individual who is subject to the juvenile or adult justice system;
 - A homeless individual, a runaway, an individual who is in foster care or has aged out of the foster care system, a child eligible for assistance under section 477 of the Social Security Act, or an individual who is an out-of-home placement.
 - An individual who is pregnant or parenting;
 - An individual with a disability;
 - A low income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.

In-School Youth (ISY) – individuals shall be considered eligible to participate if he/she is:

- Age 14-21 years old;
- Attending school, including secondary or post-secondary schools (CA Compulsory School Attendance laws in accordance with Education Code 48200, 48400, 48260, 48261, 48262);
- Low income individual, as defined by WIOA §3(36), or lives in a high poverty area as defined (based on zip code or census tract US Census Fact Finder), or eligible to receive a free or reduced lunch; and
- Meets one or more of the following barriers:
 - Basic skills deficient;

- An English language learner;
- An offender;
- A homeless individual, a runaway, an individual who is in foster care or has aged out of the foster care system, a child eligible for assistance under section 477 of the Social Security Act, or an individual who is an out-of-home placement;
- Pregnant or Parenting;
- Individual with disability;
- An individual who requires additional assistance to complete an educational program or secure and hold employment;
- The minimum of 5% low-income eligibility exception applies to the number of youth enrolled and found to require *additional assistance* as locally defined.

*According to CA state compulsory law, the parents or legal guardian of students between the ages of 6 and 18 are responsible for seeing to it that their students attend school until the student attains the age of 18 or graduates from high school. In order to comply with these laws, WIOA programs are not to interfere with school attendance requirements and shall prioritize services that direct a youth back to school. Services may be provided to youth outside of the regular school day schedule or school break that encourages school retention as priority and promotes counseling, tutoring, career exploration and other dropout prevention services.

Program Design:

Youth programs must include the following:

- Provide objective assessment of each youth participant, including a review of the academic and occupational skill levels and service needs, for the purpose of identifying appropriate services and career pathways for participants and informing the Individual Service Strategy (ISS).
- Development of the ISS, and update as needed is to be maintained. Each ISS shall be linked as follows:
 - Directly linked to one or more indicators of performance (as described in WIOA §116(b)(2)(A)(ii));
 - Identifies appropriate career pathways that include education and employment goals;
 - Considers career planning and the results of objective assessment; and

- Prescribes achievement objectives and services for the participant.
- Provides on-going case management and counseling of the youth, including follow-up services.

Fourteen (14) Required Program Elements - All program elements must be made available to each Youth:

1. Tutoring, study skills training, and evidence-based dropout prevention and recovery strategies that lead to completion of secondary school diploma or its recognized post-secondary credential;
2. Alternative secondary school services, or dropout recovery services, as appropriate;
3. Paid and unpaid work experiences that have academic and occupational education as a component the work experience, including the following:
 - Summer employment opportunities and other employment opportunities available throughout the school year
 - Pre-apprenticeship programs
 - Internships and job shadowing
 - On-the-job training opportunities
4. Occupational skills training: Occupational skill training that aligns align with in-demand industry sectors or occupations and leads to recognized post-secondary credentials and placement based on employment or career goals identified in the objective assessment/ISS;
5. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
6. Leadership development opportunities, including community service and peer-centered activities encouraging responsibility, and other positive social and civic behaviors;
7. Supportive Services: Youth should be provided with the supportive services needed to complete the program if the objective assessment and ISS indicate that such services are appropriate and necessary in meeting the goals established. In some instances, however, this may not be financially feasible for the program. Where such a condition exists, it is expected that Contractor will seek outside resources to secure the necessary supportive services.
 - Participants requiring support services (e.g. transportation assistance, child care, medical services, etc.) will be provided these services through resources and

referrals determined appropriate by Contractor's Case Managers utilizing the SBWIB Resource Directory and or other such directory.

8. Adult Mentoring: Encouraged for at least 12 months duration of both during and after participation;
9. Follow-up Services: Required follow-up as appropriate for not less than 12 months after completion (Exit) of participation. These follow up services include continued leadership development and support service activities; regular contact with a Youth participant's employer, including assistance in addressing work-related problems that arise; assistance in securing better paying jobs, career development, and further education; work-related peer support groups; adult mentoring and tracking the progress of youth in employment after training;
10. Comprehensive guidance and counseling, including drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual Youth;
11. Financial literacy education;
12. Entrepreneurial skills training;
13. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the Local Area, such as career awareness, career counseling, and career exploration services;
14. Activities that help youth prepare for and transition to post-secondary education and training.

Provisions:

All work experience and internships shall have regularly scheduled evaluations of participant's progress; a training plan agreed to by the job supervisor, participant, and the case manager; a work site agreement; and time sheets that reflect training hours.

Summer employment opportunities may combine both academic and occupational learning; summer opportunities are not intended to be a stand-alone program activities and integrated into longer term, comprehensive services.

ADULT SERVICES

Brief Description of Services to be Provided:

Workforce services for eligible Adults who are seeking assistance in achieving training, education and employment success. Effective and comprehensive activities shall include a variety of options for improving skill competencies, connecting education and training in career pathway, demand industry sectors, work-based learning, post-secondary education and or employers in the SBWIA.

Moreover, WIOA enacted a number of program changes for adult formula-fund programs. The most significant change(s) pertain to the service priority provisions. Consistent with WIA, priority for adults must be given to recipients of public assistance and other low-income individuals, with added priority for individuals who are basic skills deficient. Under WIA, this priority applied only when adult funds were limited. Under WIOA, priority to services by these groups applies automatically.

Geographic Area: Carson

Target Population/Eligibility:

To be eligible to receive WIOA services as an adult and individual must:

- Be Eighteen (18) years of age or older;
- Be a citizen or noncitizen authorized to work in the United States
- Meet Military Selective Service registration requirements (males only); and

Service Priority for Individualized Career Services and Training Services

As stated in the WIOA Section 134(c)(3)(E), with respect to individualized career services and training services funded with WIOA adult funds, priority of service must be given to recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient. Priority of service status needs to be established at the time of eligibility determination and does not change during the period of participation.

Veterans and eligible spouses continue to receive priority of service among all eligible individuals (TEGL 03-15); however, they must meet the WIOA adult program eligibility criteria

and meet the criteria under WIOA Section 134(c)(3)(E). Satisfactory documentation is required for priority service determination.

Participants who are not in a priority of service category but are actively enrolled in a career or training service should be allowed to complete the activity. It is not expected that non-priority service participants must give up their place to an individual who is in a priority service category and just starting a career and/or training service.

Definitions:

Basic Skills Deficient: An Adult or Youth participant, namely an individual that has English reading, writing, or computing skills at or below the 8th grade (8.9 or lower) level. It is expected that basic skills deficient will be determined using an objective, valid and reliable assessment, such as but not limited to the Test for Adult Basic Education (TABE).

Low-Income Individual: An individual who meets any of the following criteria satisfies the low-income requirements for WIOA Adult services:

- Receives, or is a member of a family that is receiving or in the past six months has received assistance through Public Assistance; including Temporary Assistance for Needy Families (TANF), Supplemental Security Income (SSI), CalFresh (federally known as Supplemental Nutrition Assistance Program), or other state or local income-based public assistance program;
- Receives an income or is a member of a family receiving an income that in relation to family size, is not in excess of the current combined U.S. Department of Labor 70 percent Lower Living Standards (LLS) Income Level and U.S. Department of Health and Human Services (HHS) Poverty Guidelines (Refer to WSD-1602 for 2016 Guidelines);
- Is homeless, foster care or has aged out of the foster care system,
- Receives or is eligible for free or reduced-price lunch;
- Is an individual with a disability whose own income meets:
 - WIOA income requirements, even if the individual's family income does not meet the income requirements; or

- The income eligibility criteria for payments under any federal, state, or local public assistance program (i.e., Cash Public Assistance and National School Lunch Program)

Program Design:

Under WIOA, WIA core and intensive services have been combined under the new category of career services, clarifying there is no requirement for sequence of services. The following are allowable career services:

Basic Career Services - Basic career services must be made available to all individuals seeking services offered by the onestop delivery system, and include the following: •

- WIOA eligibility determination
- Outreach, intake and orientation
- Initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive service needs
- Unemployment Insurance Information
- Labor Market Information
- Labor Exchange
- Job search and placement assistance
- Referrals to Partners and Programs
- Telephone, computer, fax machine, and free e-mail accounts
- Training Provider Information (Performance and Cost); information on in-demand industry sectors and occupations [as defined in WIOA Section 3(23)]; information on nontraditional employment [as defined in WIOA Section 3(37) of]
- Financial Aid Information
- Follow-up Services

Individualized Career Services - Individualized career services are subject to priority of service, and consist of the following:

- Comprehensive Assessment
- Career Planning and Counseling
- Individual Employment Plan
- Short-term Prevocational Services
- Unpaid Internships and Work Experience
- Work Preparations (including job readiness workshops)
- Out-of-Area Job Search
- English Language Acquisition
- Financial Literacy
- Financial literacy services

Training Services - Contractor may provide access to training services for eligible WIOA participants who have met the eligibility requirements and have successfully completed individuated activities such as interviews, evaluation and assessments helpful to determine the need and ability to benefit from such training. Participants who lack marketable skills and those for whom skill development is needed to fulfill employment goals may be approved to attend training or educational services.

Additionally, the Contractor will provide guidance during the training selection and financial assistance process. All training must meet be in accordance with State and local requirements for eligible training providers to receive WIOA funding. Training services are subject to priority of service, and consist of the following:

- Training programs operated by the private sector
- Occupational skills training; including training for nontraditional employment
- Skill upgrading and retraining
- Job readiness training
- Entrepreneurial training
- On-the-job training
- Customized training

- Programs that combine workplace training with related instruction, which may include cooperative education programs
- Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with another training service

Follow- up Services - Contractor shall make available follow-up services to all participants in Workforce Innovation and Opportunity Activities authorized under Title I of WIOA who are placed in unsubsidized employment, and monitor the retention status and progress made for not less than 12 months after the first day of employment. If a participant leaves a job at any time after placement within the twelve month follow-up period and remains able to work, the Contractor shall seek subsequent job placement(s) for the participant.

Provision of Support Services:

Contractor shall inform and provide, or arrange for the provision of, services to eligible WIOA participants that will enable them to participate in WIOA Title I activities within funding availability and budget limitations. Supportive services shall only be provided to individuals who are participating in core, intensive or training services and unable to obtain supportive services through other programs providing such services.

Contractor shall be responsible for the selection of vendors, administration, payment and documentation of costs incurred for supportive services. Payment records, by participant, must be complete and readily available for monitoring or audit reviews. Contractor shall also document supportive services provided with non-SBWIB, Inc. WIOA funds.

The Contractor's supportive services shall include at a minimum transportation, healthcare, family care, child care, commuting assistance and financial and personal counseling, linkages to community services, assistance with housing costs, assistance with uniform or other appropriate work attire and work related tool costs.

Exit Other Than Placement: If a participant decides to drop out of the program or if the Contractor determines that a participant can no longer benefit from the program, the participant shall be exited and, if possible, an exit interview conducted prior to exit. The purpose of this interview shall be to counsel participant about other agencies and resources, which may be of

assistance. Contractor shall retain a written record of exit counseling and other supporting documents in the participant's file, including specific reasons for exit and any disciplinary action taken, if any. Confidential and or medical records need to be maintained and secured separately.

General Program Provisions:

- **Outreach and Recruitment:** Outreach techniques should be utilized which targets the eligible population appropriate for each contracted program. Additionally, at least 100% of the participants must meet priority of service. Emphasis should be placed on recruiting those most in need and those who can most benefit from WIOA individualized services.
- **Orientation:** Orientation shall provide information on the full array of applicable or appropriate services available through the One-Stop Delivery System, including those provided by other agencies and organizations. Information should also be provided on how to access other services.
- **Initial Assessment:** This activity is used to determine whether WIOA is the most appropriate service for an eligible Adult. It may be that WIOA services are not compatible with the individual's needs and, therefore, not the appropriate option. The initial assessment is of skill levels, aptitudes, abilities; supportive service needs and includes the use of objective evaluation criteria that will yield an impartial determination.
- **Intake and Enrollment:** Intake is comprised of three phases: (1) Eligibility documentation gathering, (2) assurance of provision of career service and (3) certification of eligibility. **Enrollment cannot occur until the individual has met the WIOA eligibility criteria and has been officially certified as WIOA eligible.**
- **Enrollment:** If it has been determined that an applicant is WIOA eligible and would benefit from program/individualized services, the applicant should be enrolled into the WIOA system. The client becomes enrolled into the WIOA programs at the time he or she is determined eligible. At this point the applicant becomes a "participant".
- **Information and Referral:** If during stage three or four it has been determined that an individual does not meet the enrollment requirements of a particular program or is not eligible for WIOA intensive services, he/she will be offered assistance in accessing organizations that are more appropriate. For individuals who are not WIOA eligible for

intensive services, a direct referral will be made and documented by the Contractor. Applicants that are WIOA eligible but do not meet specific program requirements shall be referred for further assessment, and as necessary, referred to the most appropriate services to meet his/her needs. Documentation shall be maintained on all such referrals.

- Objective Assessment: Participants may receive an objective assessment of his/her skill level and service needs. This assessment will be client centered and shall, at a minimum, include a review of: basic skills, education, work history, occupational skills, employability, interests, aptitudes (including interests and aptitudes for nontraditional jobs), family situation, financial situation/need, and supportive service needs. A new assessment is not required if it is appropriate to use a recent assessment of the participant conducted under another education or training program within the last year. While the objective assessment is WIOA activity it requires testing in one or more of the above-mentioned areas, it is expected that ongoing follow-up of a participant's needs and progress will continue for the duration of enrollment.
- Individual Service Strategy (ISS) Individual Employment Plan (IEP): Based on the results of the objective assessment, an ISS/IEP will be mutually developed between the case manager and the participant. This strategy identifies the employment goal and plots the course of action that should be taken by the participant. It includes appropriate training objectives and/or support service needs. A new ISS is not required if it is appropriate to use a recent ISS developed for a participant under another education or training program. Note: An on-going review of the progress of each participant in meeting the objectives of the ISS/IEP must be kept.
- Career and Training Services:
- Under WIOA, the WIA core and intensive services are merged into a new category entitled "career services." The career services category includes basic career services, found at WIOA Section 134(c)(2)(A)(i)-(xi), and individualized career services, found at WIOA Section 134(c)(2)(A)(xii). Basic career services are not subject to the priority of service requirement. However, individualized career services and training services are subject to the requirement.

EXHIBIT B

**BUDGET SUMMARY
CITY OF CARSON
PY 2016-2017**

FIRST FUNDING ALLOCATION: July 2016 – September 2016		
Grant Description	Staff & Operating Cost	Training/PWEX Costs
WIOA Adult Program	\$41,855	\$0.00
WIOA Youth Program	\$217,020	\$54,255
Totals	\$258,875	\$54,255
Funding Amount: <u>\$313,130</u>		
*All other WIOA PY15-16 funds will be invoiced separately from the new funding amount stated.		
SECOND FUNDING ALLOCATION: October 2016 – June 2017		
Grant Description	Staff & Operating Cost	Training/PWEX Costs
WIOA Adult Program	\$133,742	\$87,799
WIOA Youth Program	\$0.00	\$0.00
Totals	\$133,742	\$87,799
Funding Amount: <u>\$221,541</u>		
*All other WIOA PY15-16 funds will be invoiced separately from the new funding amount stated.		
Total Funding Amount: <u>\$534,671</u>		

PARTICIPANT ENROLLMENT PLAN PY 2016-2017	
WIOA Program	Enrollment Plan
Adult	34
Youth	35
1) The minimum of <u>75%</u> of youth funds must be expended on Out-of-School Youth (OSY) and 25% for In-School Youth (ISY) program activities; and 2) the minimum of 20% of expenditures must be spent on work experience activities (WIOA Section 129 [c] [4]).	

ADULT CUMULATIVE ENROLLMENT PLAN BY QUARTER			
09/16	12/16	03/17	06/17
11	22	34	34
Adult Participant Cost: <u>\$7,747</u>			

YOUTH CUMULATIVE ENROLLMENT PLAN BY QUARTER			
09/16	12/16	03/17	06/17
12	24	35	35
Youth Participant Cost: <u>\$7,751</u>			

EXHIBIT B.1

BUDGET FORMS

EXHIBIT C**CONTRACTOR COMMON MEASURES**

Adults	Performance Standards
Employment Retention Rate (2ND QRT)	65.0%
Employment Retention Rate (4TH QRT)	62.5%
Medium Earnings Rate (2nd QRT)	\$4,957
Credential Attainment Rate (by 4th QRT)	52.9%
Measurable Skills Gain	Baseline
Effectiveness of Servicing Employers	TBD

Youth	Performance Standards
Entered Employment or Education Rate	67.50%
Employment Retention Rate (2nd QRT)	64.2%
Employment Retention Rate (4th QRT)	64.2%
Medium Earnings Rate (2nd QRT)	Baseline
Attainment of Degree or Certificate	54.7%
Measurable Skills Gain	Baseline

** Rates are based on/after Exit*

***All WIOA Common Measures are subject to change based on negotiated Common Measures from the State. Baseline standards will be established from data collected over the first two program years.*