

AGREEMENT NO. 17-W224

THIS AGREEMENT is made and entered into this 1st day of July, 2017 by and between the South Bay Workforce Investment Board, Inc., hereinafter referred to as "SBWIB, Inc.", a non-profit public benefit corporation, on behalf of the City of Inglewood, hereafter referred to as "City", and Golden Oak Adult School/William S. Hart Union High School District, hereinafter referred to as "Training Provider".

WHEREAS, the City has entered into agreements with several California Workforce Investment Areas for the purpose of providing for the delivery of employment training services under the Federal Workforce Innovation and Opportunity Act (WIOA), Welfare- to-Work and other eligible grant participants; and

WHEREAS, the City on behalf of the SBWIB, Inc., have entered into an Agreement with the SBWIB, Inc., to be the Designated Administrator of the SBWIA; and

WHEREAS, pursuant to said Agreements, City is receiving and will be receiving federal funds from the Family Economic Security Act, as amended, and the Workforce Innovation and Opportunity Act and its implementing regulations for the purpose of providing training to eligible participants, and other funding sources as may be identified for the purpose of providing training to eligible WIOA participants and eligible CalWORKs participants; and

WHEREAS, Training Provider has submitted a successful proposal and other documentation showing its business operations; and

WHEREAS, Training Provider 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 preceding recitals and the mutual obligations of the parties as expressed herein agree as follows:

I -- TRAINING PROVIDER REQUIREMENTS/RESPONSIBILITIES

Training Provider shall be required to provide classroom training in accordance with Classroom Training Individual Referral (CTIR) agreement requirements and as set forth in the Exhibits which are listed below, attached hereto and incorporated herein by this reference:

1 Exhibit "A"-- Program Outline

2 Exhibit "B"-- Completion Competencies

3 Exhibit "C"-- Training Provider Required Documents

4 Exhibit "D"-- Program Plan and Performance Standards

5 Exhibit "E"-- Statement of Business Ownership

6 A. Further Responsibilities

7 Training Provider shall:

8 1. Provide services funded under this Agreement only to individuals
9 determined eligible under WIOA, Welfare-to-Work guidelines, and/or other special project funding
10 guidelines as designated by the South Bay Workforce Investment Area and City.

11 2. Provide facilities which are adequate to fulfill the requirements of this
12 Agreement.

13 3. Provide documents as set forth in Exhibit "C", before this Agreement can
14 be implemented.

15 4. Provide services as described in Program Plan, Exhibit "D".

16 5. Upon acceptance of client referrals, continue to provide classroom
17 training until client has completed all of the training hours and/or modules of the program and applicable
18 testing as reflected in the agency's curriculum and Exhibits "A" and "B".

19 B. Reports and Records

20 1. Training Provider agrees to provide reports, books, records and data related to
21 program activities funded by this Agreement. Upon written request, attendance records shall be
22 submitted to case manager(s), or other responsible party(s) on a monthly basis, and/or every two (2)
23 weeks if participant is receiving needs-based, or needs-related payments.

24 2. Confidentiality

25 All data and information provided in such reports and records shall be subject to applicable
26 provisions of State and/or Federal law concerning confidentiality of documents and records.

27 3. Retention of Records

1 Training Provider agrees to retain all records pertinent to all grants, funds or agreements under
2 the Workforce Innovation and Opportunity Act, the Welfare-to-Work Initiative, and other fund sources
3 including financial, statistical, property, and participant records and supporting documentation for a period
4 of three years from the date of submission to the State of the final expenditure report for the program
5 year's allotment. Records for nonexpendable property shall be retained for a period of three years after
6 final disposition of the property. Records described herein shall be retained beyond the prescribed period
7 if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the
8 records. In these instances, Training Provider will retain the records until the litigation, audit, or claim has
9 been finally resolved. Records must be retained locally to be accessible to the SBWIB, Inc., the South
10 Bay Workforce Investment Area, its agents or designees.

11 4. Inspection

12 Such records, reports, books, financial statements, and other documents required herein shall be
13 opened to inspection by and permitted access to SBWIB, Inc., the South Bay Workforce Investment Area,
14 its designees or agents, the State, independent auditor(s), and/or the United States Department of Labor,
15 or designees of any of these agencies at any time during Training Provider's normal business hours.

16 5. Report Reconciliation

17 Training Provider shall reconcile monthly MIS participant rosters within ten (10) business days
18 from the last day of the prior month to verify enrollments, completions, and terminations. Referring
19 entity/case manager shall be notified of any required adjustments.

20 6. Training Provider Cooperation

21 Training Provider shall fully cooperate with authorized representatives of the South Bay
22 Workforce Investment Area, its designees or agents, the City, State, and Federal governments including
23 independent auditors, seeking to interview any program participant or staff member of Training Provider,
24 or to evaluate, inspect and/or monitor those facilities and operations of Training Provider that are directly
25 involved in the implementation of programs funded through this Agreement.

26 C. Performance Review

1 Training Provider performance will be reviewed quarterly and/ or at intervals deemed appropriate
2 by funding source by appropriate staff or committees and will be based on program performance as
3 detailed in Exhibit "D."

4 D. Monitoring

5 Monitoring of activities funded through this Agreement, including unscheduled site visits, will be
6 conducted throughout the agreement period to assure program quality. The Training Provider agrees to
7 be responsible for the internal monitoring of all activities encompassed by this Agreement.

8 **II – COMPENSATION**

9 A. The parties agree that this shall be a tuition reimbursement agreement. Compensation for
10 the services covered by this Agreement shall be at a rate less than or equal to the published tuition rate of
11 Training Provider, and shall be disbursed in accordance with tuition reimbursement and refund policies
12 agreed to by Training Provider. SBWIB, Inc., shall be reimbursed any amount of Pell or other Education
13 Assistance payments made to Training Provider for training costs on behalf of WIOA, Welfare to Work
14 and/or other special funded participants. Pell grant may not be used to meet the supportive service(s)
15 needs of participant(s). All tuition is paid upon participants completing a minimum of five days of
16 classroom training. SBWIB, Inc., shall be entitled to the same refund policy and procedures as applied to
17 all other students. SBWIB, Inc., shall process the billing as received and issue payment therefore as soon
18 as reasonably practicable and in the ordinary course of SBWIB, Inc., business. Compensation shall be
19 made as stipulated herein and in accordance with South Bay Workforce Investment Area /WIOA
20 directives, and tuition reimbursement procedures.

21 B. Upon participant completing five days of classroom training, Training Provider shall submit
22 to South Bay Workforce Investment Area, a voucher with an original copy of the referring training
23 voucher, and a copy, signed by Training Provider and participant, of the Training Provider's Enrollment
24 Agreement Form for the participant. Payment shall be made to Training Provider per participant upon
25 verification that participant has completed five (5) days of classroom training as evidenced by time
26 sheets, attendance records signed by the participant, or by any other process determined by South Bay
27 Workforce Investment Area.

1 C. City also reserves the right to make compensation payment to Training Provider at any time
2 during the Agreement period. City reserves the right in order to comply with Federal or State expenditure
3 guidelines to make compensation payments to Training Provider for services obligated to be performed,
4 but not yet completed due to unforeseen circumstance(s). In this regard, with mutual agreement and
5 understanding, a payment schedule may be developed based on performance benchmarks for special
6 projects.

7 C.1 Certified Medical Assistant (556 hours/22 weeks). In no case can the total
8 amount of expenditure by City under this Agreement exceed the sum of \$1,750.00 for tuition, books
9 supplies, materials and testing fees per participant trained in the training-related occupation of Certified
10 Medical Assistant in accordance with Exhibits "A" and "B."

11 C.2 Pharmacy Technician (240 hours/18 weeks). In no case can the total amount of
12 expenditure by City under this Agreement exceed the sum of \$975.00 for tuition, books supplies,
13 materials, license fees, testing fees and other fees per participant trained in the training-related
14 occupation of Pharmacy Technician in accordance with Exhibits "A" and "B."

15 D. The SBWIB, Inc., reserves the right to withhold or refuse payment for late forms,
16 including but not limited to invoices, Classroom Referral Individual Training Account (CRITA) forms and
17 other documents required from the Training Provider and/or referring entity (s). SBWIB, Inc., South Bay
18 Workforce Investment Area reserve the right to withhold or refuse payment of any portion of service (s) or
19 consideration not rendered by Training Provider and/ or received from participant as stipulated herein. In
20 accordance with Training Provider's tuition refund policies, applicable State tuition refund requirements,
21 and/or mutually agreed and stipulated herein, the payable cost shall be reimbursed to Training Provider
22 upon verification of completion of training, or on a pro rata basis per training hour completed for those
23 participants who do not complete the training. In every case, the more restrictive of these provisions shall
24 prevail.

25 E. The sum(s) agreed to in Section II C shall include all costs associated with training and
26 placement services which are to be provided under this Agreement. Training Provider shall make no
27 additional claims for costs, charges, or fees, nor shall Training Provider receive additional payment or any

1 form of reimbursement from the City, South Bay Workforce Investment Area, individual participants or any
2 other party, other than as specifically detailed in this Agreement.

3 F. Equitable Pricing Provision: The Training Provider has provided to the SBWIB, Inc., on
4 behalf of the South Bay Workforce Investment Area, what it believes is a proper and competitive price for
5 its services under this Agreement. The Training Provider also agrees that in the event the same or similar
6 service is contracted to any individual or other governmental agency, that SBWIB, Inc., will automatically
7 receive the lesser price offered to the other entity(s).

8 G. Non-liability of clients: Under no circumstances shall the Training Provider hold or attempt
9 to hold client liable or in any way responsible for satisfying the monetary or other obligations which this
10 Agreement imposes on SBWIB, Inc., or any of its Agencies. Any attempt by Training Provider to do so
11 shall be considered a breach of this Agreement.

12 III -- TERM OF AGREEMENT

13 Training Provider shall commence performance under the terms of this Agreement as of the date
14 of the SBWIB, Inc.'s notice to proceed. Unless sooner terminated as provided herein, this Agreement
15 shall expire on June 30, 2019. However, Training Provider may continue to perform, complete and be
16 compensated for services rendered after June 30, 2019 for those activities covered by this Agreement
17 and begun prior to said expiration date.

18 IV – MODIFICATIONS

19 This Agreement fully expresses the agreement of the parties. Any modification or amendment of
20 the terms or conditions of this Agreement must be by means of a separate written document approved by
21 the SBWIB, Inc. No oral conversation between any officer or employee of the parties shall modify this
22 Agreement in any way.

23 V- CERTIFICATION

24 A. Child Support Certification: Training Provider, by signing this Agreement hereby certifies
25 compliance with the Child Support Compliance Act of the State of California, as implemented by the
26 Employment Development Department. Training Provider assures that to the best of its knowledge, it is
27 fully complying with the earnings assignment orders of all employees, and is providing the names of all
28 new employees to the New Hire Registry maintained by the California Employment Development

1 Department. Training Provider recognizes and acknowledges the importance of child and family support
2 obligations and shall fully comply with applicable state and federal laws relating to child and family
3 support enforcement, including, but not limited to, disclosure of information and compliance with earnings
4 assignment orders, as provided in Chapter 8 (commencing with Section 5200) Part 5 of Division 9 of the
5 Family Code. Training Provider's failure to comply with these requirements may result in suspension of
6 payments under the Agreement or termination of the Agreement or both and the Training Provider may
7 be ineligible for award of future Agreements if City determines that any of the following has occurred: (1)
8 False certification, or (2) Violation the certification by failing to carry out the requirements as noted above.

9 B. Disbarment and Suspension Certification: By signing this Agreement, Training Provider
10 hereby certifies, under penalty of perjury under laws of the State of California, the Training Provider will
11 comply with Regulations implementing Executive Order 12549, Debarment and Suspension, 29 CRT,
12 Part 98, section 98.510, that the prospective participant, to the best of its knowledge and belief, that it and
13 its principals:

14 1. Are not presently debarred, suspended, proposed for debarment, declared
15 ineligible, or voluntarily excluded from covered transitions by any federal department of agency;

16 2. Have not within a three-year period preceding this proposal been convicted of or
17 had a civil judgment rendered against them for commission of fraud or a criminal offense in connection
18 with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract
19 under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement,
20 theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen
21 property;

22 3. Are not presently indicated for or otherwise criminally or civilly charged by a
23 government entity (federal, state or local) with commission of any of the offenses enumerated in
24 paragraph 2 of this certification;

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

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

1 C. Lobbying Restrictions: By signing this Agreement the Training Provider hereby assures
2 and certifies to the lobbying restrictions which are codified in the DOL regulations at 29 CFR Part 93.

3 1. No federal appropriated funds have been paid, by or on behalf of the
4 undersigned, to any person for influencing or attempting to influence an employee of Congress, an officer
5 or employee of Congress, or an employee of a Member of Congress, in connection with this Agreement.

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

11 D. Nepotism: By signing this Agreement the Training Provider certifies that it shall not hire or
12 permit the hiring of any person in a position funded under this Agreement if a member of the person's
13 immediate family is employed in an administrative capacity by the Training Provider. For the purpose of
14 this Agreement, the term "immediate family" means spouse (common law or otherwise), child, mother,
15 father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-
16 law, aunt, uncle, nephew, step-parent, step-child, or such other relationship which should give rise to a
17 substantial appearance of impropriety if the person were to be hired by the Training Provider. The term
18 "administrative capacity" means persons who have overall administrative responsibility for a program,
19 including but not limited to selection, hiring, or supervisory responsibilities.

20 E. Drug Free Workplace Compliance: By signing this Agreement the Training Provider
21 hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990
22 (Government Code Section 8350-8351) and will provide a drug free workplace by taking the following
23 actions:

24 1. Publish a statement notifying employees that unlawful manufacture, distribution
25 dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be
26 taken against employee for violations as required by Government Code Section 8355(a)(1).

27 2. Establish a Drug-Free Awareness Program as required by Government Code
28 Section 8355(b) to inform employees of the following:

- a. The dangers of drug abuse in the workplace;
- b. The person's or organization's policy of maintaining a drug -free workplace;
- c. Any available counseling, rehabilitation, and employee assistance programs;
- d. Penalties that may be imposed upon employees for drug abuse violations.

3. Provide, as required by Government Code Section 8355(c), that every employee who works with the proposed activity:

- a. Will receive a copy of the company's drug-free policy statement, and;
- b. Will agree to abide by the terms of the company's drug-free workplace policies.

F. Nondiscrimination and Affirmative Action: By signing this Agreement the Training Provider hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, ancestry, disability, medical condition, political affiliation or belief, marital status or sex. The Training Provider will take affirmative action to assure that applicants are employed, and that employees are treated equal during employment, without regard to any of the above stated.

Failure to comply with these requirements or any requirements in WIOA Section 188, may result in suspension of payments under the Agreement of termination of the Agreement, or cancellation of the purchase order, or all that may apply. In addition, the Training Provider may be ineligible for award of future agreements or purchase orders if it is determined that any of the following has occurred: (1) the false certification, or (2) failing to carry out the requirements of the certification as noted above.

VI -- DISPUTES AND BREACH

A. Disputes

Any dispute arising from this Agreement shall be reviewed in accordance with procedures set forth in 49 C.F.R. Part 240, Subpart E.

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.

VII - COMPLAINT RESOLUTION PROCEDURES

A. SBWIB, Inc., has established the SBWIA Complaint Resolution Procedures under the Workforce Innovation and Opportunity Act (WIOA), Part 652, Section 667.600 and Section 188 of WIOA as amended which may be used by WIOA participants to file complaints and grievances against the Training Provider.

B. Training Provide also agrees to maintain a grievance procedure and provide SBWIB, Inc., and each participant with a copy of its internal complaint resolution procedures upon enrollment into the program or during orientation.

C. Training Provider shall not discriminate or retaliate against any person, or deny to any person a benefit to which that person is entitled under the provision 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 proceeding or investigation, or has provided information or assisted in any investigation.

D. Training Provider 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.

VIII -- TERMINATION AND SUSPENSION OF FUNDING

A. Suspension

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

2. SBWIB, Inc., may immediately suspend payments to Training Provider prior to termination of the Agreement in whole or in part for the following causes(s):

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

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

1 c. Termination or suspension of grant(s) to SBWIB, Inc., from the Federal
2 or State Governments.

3 d. Failure of Training Provider to accept and/or implement any additional
4 conditions that may be required by law, by the Federal government, Executive Order or by regulation of
5 the State, or its agencies responsible for the operation of this program, or South Bay Workforce
6 Investment Area.

7 3. Upon suspension of funds, for whatever reason, Training Provider agrees not to
8 expend any further funds related to the performance of this Agreement without the express, written
9 consent of SBWIB, Inc.

10 B. Termination

11 1. This Agreement may be terminated in whole or in part by SBWIB, Inc., for cause,
12 which shall include:

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

15 b. Suspension or termination by the Department of Labor or the State of the
16 grant to SBWIB, Inc., and/or Administrative Entity under this Agreement.

17 c. Improper use by Training Provider of funds furnished under this
18 Agreement.

19 d. Failure to meet performance standards as stipulated in Exhibit "D",
20 attached.

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

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

IX -- ASSIGNMENTS AND SUBCONTRACTS

Training Provider 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.

X – INSURANCE

A. Certificates of Insurance

Training Provider 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 policy(s) meets the following requirements:

1. The City, SBWIB, Inc., its officers, employees, and agents shall be named as additional insured and are listed on the certificate as certificate holder.

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 Training Provider'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 as stipulated in Section III.

B. General Liability Insurance

Training Provider shall procure and maintain general liability insurance protecting Training Provider and City, SBWIB, Inc., its officers, employees, and agents against claims arising from bodily injury or death to persons occurring on Training Provider's business premises or otherwise through Training Provider'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 equivalent coverage as approved by the Legal Counsel of SBWIB, Inc.

C. Automobile Insurance

If a Training Provider, in conducting activities under this Agreement, uses motor vehicles, the Training Provider shall insure that the City, SBWIB, Inc., its officers, employees, and agents are held harmless against claims arising from the ownership, maintenance or use of said motor vehicles. In

1 addition, Training Provider shall provide insurance through a commercial insurance company authorized
2 to do business in the State of California. The coverage shall be \$1,000,000 combined single limit liability,
3 or such other equivalent coverage approved by the Legal Counsel for the SBWIB, Inc. If Training
4 Provider does not use motor vehicles in conducting activities, a waiver may be granted by the Legal
5 Counsel of the SBWIB, Inc., on behalf of the City.

6 D. Worker Compensation

7 Training Provider shall provide worker compensation insurance coverage and benefits as
8 required by the California Labor Code, covering all employees of Training Provider and, if applicable,
9 other comparable insurance coverage such as medical and accident insurance for those participants
10 enrolled in classroom training or similar programs and not qualifying as employed under worker
11 compensation, as required by State or Federal law.

12 E. Self-Insurance

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

17 F. Insurance for Internships/Externships

18 Training Provider will be responsible to ensure that the appropriate insurance coverage for
19 participants will remain in effect during internship/externship that is required in the performance of this
20 Agreement.

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23 **XI -- HOLD HARMLESS**

24 Training Provider agrees to indemnify, defend, save and hold harmless City, its officers,
25 employees, and agents against any and all costs, expenses, claims, suits, and liability for bodily or
26 personal injury to or death of any person and for injury to or loss of any property, or for any indebtedness
27 or obligations, resulting there from or arising out of and in any way connected with the alleged negligent
28 or wrongful acts or omissions of Training Provider, its officers, employees, Training Providers, agents or

1 representatives, while performing or failing to perform any services required herein to be performed by
2 Training Provider or incurred by Training Provider in disbursing or using any WIOA funds, Welfare-to-
3 Work funds, or special project funds under this Agreement.

4 City, SBWIB, Inc., Its officers, employees, and agents, by this Agreement shall not assume any
5 liability nor shall they be liable for the negligent or wrongful acts or omissions or for any indebtedness or
6 obligations of Training Provider or any of its officers, employees, Training Providers, agents or
7 representatives thereof attributable to the services required to be performed or caused by the
8 disbursement and use of WIOA funds by Training Provider under this Agreement.

9 **XII-- OCCUPATIONAL SAFETY AND HEALTH ACT**

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

14 **XIII -- FEDERAL, STATE, AND LOCAL COMPLIANCE**

15 Training Provider shall comply with the Americans with Disabilities Act (ADA) of 1990; the
16 California Public Records Act; applicable Drug Free Workplace requirements; all other Federal, State,
17 County and local laws, rules and regulations applicable to the performance of this Agreement; policies
18 and operating requirements of SBWIB, Inc., and the South Bay Workforce Investment Area; applicable
19 sections of the South Bay Workforce Investment Area Operations Manual; as well as applicable
20 provisions and standards promulgated by the Department of Labor as they apply to Training Provider.

21 If regulations are amended or revised, Training Provider shall comply with them or notify SBWIB,
22 Inc., within 30 days after promulgation of amendments or revisions that it cannot so conform.

23 **XIV -- FISCAL ACCOUNTABILITY**

24 Training Provider shall maintain a sound, auditable financial management system, based upon
25 generally accepted accounting principles (GAAP).

26 **XV -- NOTICES**

27 All notices to be given in accordance with this Agreement shall be deemed served by (1)
28 enclosing same in a sealed envelope addressed to the party intended to receive the same at the address

1 indicated herein and deposited postage prepaid in the United States Postal Service, or by (2) personal
2 service. For these purposes, the addresses of the parties shall be as follows:

3 **South Bay Workforce Investment Board, Inc.**

4 11539 Hawthorne Blvd, 5th Floor
5 Hawthorne, California 90250
6 Contact: Contract Administration Unit
7 Phone: 310-970-7700
8 FAX: 310-970-7714
9

10 **Training Provider**

11 Golden Oak Adult School/William S. Hart Union High School District
12 23201 Dalbey Dr.
13 Santa Clarita, CA 91350
14 Contact: Jodie Hoffman
15 Phone: 661-253-0583
16 FAX: N/A
17

18 **XVI – AUDITS**

19 Training Provider shall adhere to applicable requirements of OMB Circular A-133.

20 **XVII -- ENTIRE AGREEMENT**

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

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

3 **TRAINING PROVIDER**

4
5 By: Golden Oak Adult School/William S. Hart Union High School District

6 Signature: 

7 Name: Mike Kuhlman

8 Title: Assistant Superintendent

9
10
11 **SOUTH BAY WORKFORCE INVESTMENT BOARD, INC.**

12
13
14 
15 Jan Vogel, Chief Executive Officer

16
17
18
19 **APPROVED AS TO FORM:**

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21
22 
23 Jack Ballas, Attorney-at Law
24
25
26
27

EXHIBITS

1. EXHIBIT "A" – PROGRAM OUTLINE
2. EXHIBIT "B" – COMPLETION COMPETENCIES
3. EXHIBIT "C" – VENDOR REQUIRED DOCUMENTS
4. EXHIBIT "D" – PROGRAM PLAN/PERFORMANCE
5. EXHIBIT "E" STATEMENT OF BUSINESS OWNERSHIP

ATTACHMENTS:

- i: Vendor Authorized Signature Page
- ii: Itemized Cost Listing
- iii: Bidder Information Sheet

EXHIBIT A -PROGRAM OUTLINE

Title of Training Program: <u>Certified Medical Assistant</u>		Type of Training: <input checked="" type="checkbox"/> Classroom <input type="checkbox"/> Online <input type="checkbox"/> Distance Learning																	
Maximum Total Cost Per Student \$ <u>1,750.00</u> (e.g., 3 qtrs. to complete @ \$500/qtr. = \$1,500)		Total # of Hours <u>556</u> and Weeks <u>22</u> To Complete Certification																	
Minimum Entry Wage for Occupation: \$ <u>10.00</u> /HR. Average Entry Wage for Occupation \$ <u>12.00</u> /HR Pell Grant Eligible <input type="checkbox"/>																			
Target Sector: <u>Health Care and Social Assistance</u>		Cost Breakdown																	
Target Occupation: <u>Certified Medical Assistant</u>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Tuition</td> <td style="width: 20%;">\$ 1,230.00</td> <td style="width: 30%;">License Fee</td> <td style="width: 20%;">\$</td> </tr> <tr> <td>Registration</td> <td>\$</td> <td>Tools</td> <td>\$</td> </tr> <tr> <td>Books</td> <td>\$ 150.00</td> <td>Testing Fee (Identity)</td> <td>\$ 270.00</td> </tr> <tr> <td>Supplies & Materials</td> <td>\$ 100.00</td> <td>Other Fees</td> <td>\$</td> </tr> </table>	Tuition	\$ 1,230.00	License Fee	\$	Registration	\$	Tools	\$	Books	\$ 150.00	Testing Fee (Identity)	\$ 270.00	Supplies & Materials	\$ 100.00	Other Fees	\$	
Tuition	\$ 1,230.00	License Fee	\$																
Registration	\$	Tools	\$																
Books	\$ 150.00	Testing Fee (Identity)	\$ 270.00																
Supplies & Materials	\$ 100.00	Other Fees	\$																
Enrollment Schedule: <u>Monday - Thursday 8:45 am - 3:00 pm</u>																			
Address of Training Site(s): <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <u>GOAS @ Center Pointe, Portable A/B</u> <u>21445 Centre Pointe Pkwy</u> <u>Santa Clarita, CA 91350</u> </div> <div style="width: 45%;"> <u>Golden Valley Hight School</u> <u>27051 Robert C. Lee Pkwy</u> <u>Santa Clarita, CA 91350</u> </div> </div>		Selection Criteria: Please list any other criteria that is not listed in the catalog. <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Prerequisites: <u>HS Diploma/GED</u> </div> <div style="width: 45%;"> How Measured: </div> </div>																	
Title of Training Program: <u>Pharmacy Technician</u>		Type of Training: <input checked="" type="checkbox"/> Classroom <input type="checkbox"/> Online <input type="checkbox"/> Distance Learning																	
Maximum Total Cost Per Student \$ <u>975.00</u> (e.g., 3 qtrs. to complete @ \$500/qtr. = \$1,500)		Total # of Hours <u>240</u> and Weeks <u>18</u> To Complete Certification																	
Minimum Entry Wage for Occupation: \$ <u>12.00</u> /HR. Average Entry Wage for Occupation \$ <u>15.00</u> /HR Pell Grant Eligible <input type="checkbox"/>																			
Target Sector: <u>Health Care and Social Assistance</u>		Cost Breakdown																	
Target Occupation: <u>Pharmacy Technician</u>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Tuition</td> <td style="width: 20%;">\$ 345.00</td> <td style="width: 30%;">License Fee</td> <td style="width: 20%;">\$ 145.00</td> </tr> <tr> <td>Registration</td> <td>\$</td> <td>Tools</td> <td>\$</td> </tr> <tr> <td>Books</td> <td>\$ 150.00</td> <td>Testing Fee (Identity)</td> <td>\$ 115.00</td> </tr> <tr> <td>Supplies & Materials</td> <td>\$ 100.00</td> <td>Other Fees</td> <td>\$ 120.00</td> </tr> </table>	Tuition	\$ 345.00	License Fee	\$ 145.00	Registration	\$	Tools	\$	Books	\$ 150.00	Testing Fee (Identity)	\$ 115.00	Supplies & Materials	\$ 100.00	Other Fees	\$ 120.00	
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Books	\$ 150.00	Testing Fee (Identity)	\$ 115.00																
Supplies & Materials	\$ 100.00	Other Fees	\$ 120.00																
Enrollment Schedule: <u>Monday-Thursday 9:00 am - 2:45 pm</u>																			
Address of Training Site(s): <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <u>GOAS @ Center Pointe, Portable A/B</u> <u>21445 Centre Pointe Pkwy</u> <u>Santa Clarita, CA 91350</u> </div> <div style="width: 45%;"> <u>Golden Valley Hight School</u> <u>27051 Robert C. Lee Pkwy</u> <u>Santa Clarita, CA 91350</u> </div> </div>		Selection Criteria: Please list any other criteria that is not listed in the catalog. <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Prerequisites: <u>HS Diploma/GED</u> </div> <div style="width: 45%;"> How Measured: </div> </div>																	
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EXHIBIT B

COMPETENCIES

Title of Training: Certified Medical Assistant

Training Provider Name: Golden Oak Adult School / William S. Hart Union High School Dist

Training Length: 556 Hours 22 Weeks

***List skills, knowledge and ability student will have obtained upon completion of training; how skills are measured and minimum score required for passing**
(EXAMPLE: Completion of class min. overall score will be 70%)

***Student will be able to:**

Competency	Measurement	Minimum Score
1. Surgical & Medical Hand Washing, Infection Control, Vital Signs	Competency	Pass/Fail
2. Snellen Chart & Ishihara Color Test, Charting and Documentation/EMR	Competency	Pass/Fail
3. Autoclave, Minor Surgical Tray Set-Up, Sterile Gloving, EKG, Throat Culture	Competency	Pass/Fail
4. Urinalysis/Microscopic Examination, IM, ID & SubQ Injections	Competency	Pass/Fail
5. Venipuncture, Butterfly/Syringe Draws, Capillary Stick	Competency	Pass/Fail
6. CPR/ Basic First Aid, Professionalism	Competency	Pass/Fail
7. Medical Law and Ethics, Office Policies and Procedures	Examination	80%
8. Communication - Verbal/ Non-Verbal	Examination	80%
9. Appointment Scheduling, Letter Writing and Business Correspondence	Examination	80%
10. Filing, Medical Terminology, Medical Records Management, Health Insurance, Mail Processing	Examination	80%
11. Students will be tested at intervals to determine each student's level of achievement. Students who complete the	Examination	80%
12. course with 80% or higher and pass all competencies will be eligible to receive the course completion certificate.	Examination	80%
13. Students who meet all of the above requirements and also demonstrate proficiency in Venipuncture will receive	Examination	80%
14. their Venipuncture Certificate at course completion.	Examination	80%

Revised October 1, 2016

EXHIBIT B

COMPETENCIES

Title of Training: Pharmacy TechnicianTraining Provider Name: Golden Oak Adult School / William S. Hart Union High School DistrictTraining Length: 240 Hours 18 Weeks

***List skills, knowledge and ability student will have obtained upon completion of training; how skills are measured and minimum score required for passing**
(EXAMPLE: Completion of class min. overall score will be 70%)

***Student will be able to:**

Competency	Measurement	Minimum Score
1. Assemble the educational, licenser and job requirements for pharmacy clerks, technicians and pharmacists, and develop a career plan.	Labs, Examinations, Homework, Workbook	70%
3. Distinguish between the scope of practice between clerks, technicians, interns and pharmacists.	Labs, Examinations, Homework, Workbook	70%
4. Demonstrate an understanding of both national and state healthcare and pharmacy laws, such as HIPAA.	Labs, Examinations, Homework, Workbook	70%
5. Interpret over 75 pharmacy related medical abbreviations.	Quizzes	70%
6. Convert between Apothecary, Avoirdupois and Metric measurement systems	Labs, Examinations, Homework, Workbook	70%
7. Assess prescriptions for completeness and compliance with the law.	Labs, Examinations, Homework, Workbook	70%
8. Utilize pharmacy software to process prescriptions.	Labs, Examinations, Homework, Workbook	70%
9. Identify the Top 200 common pharmaceuticals and common over-the-counter (OTC) drugs.	Quizzes	70%
10. Be qualified and prepared to sit for the PTCE.	Labs, Examinations, Homework, Workbook	70%
11.		
12.		
13.		
14.		

Revised October 1, 2016

EXHIBIT "C"
TRAINING PROVIDER'S REQUIRED DOCUMENTS

Training Provider agrees to provide South Bay Workforce Investment Area with the following documents. Enrollments will be withheld pending receipt, acceptance (and/or approval where indicated by asterisk) of these documents by Administrative Entity, the SBWIB, Inc., its Committees or SBWIB, Inc. Legal Counsel.

ONE COPY OF EACH OF THE FOLLOWING AS NOTED: (South Bay Workforce Investment Area will check N/A if not applicable.)

- N/A 1. **Current Certification(s)** by Bureau for Private Postsecondary Education (BPPE):
Facility Curriculum Instructor In the event of any changes in facilities, curriculum, and/or instructor(s), or if renewals are required, Training Provider shall obtain BPPE certification for the changes and renewals and forward copies of same to SBWIB, Inc.
2. **Check type of organization:**
Public X Private for Profit Corporation Partnership Proprietorship
- Legal Status Documents:**
- N/A Articles of Incorporation with State of California Certification
- N/A By-Laws of Corporation
- N/A Fictitious Name Statement
- N/A Business License
- N/A Non-profit status letter from IRS [i.e. 501©)(3)] for non-profit agencies (if applicable).
- X Other: Training Provider Certification Form(s)/Contract Application
- X 3. Program Orientation Packet
- X 4. Grievance Procedures
- X 5. Training Provider Policies, including, but not limited to absentee/lateness policy, Holiday schedule, and disciplinary procedures.

OTHER DOCUMENTS:

Administrative and fiscal information:

- X 1. Completed South Bay Workforce Investment Area Authorized Signature form listing names and signatures of those persons authorized to execute Agreements, contracts, modifications, fiscal statements and other documents for Training Provider.
- X 2. Training Provider shall complete 504 accessibility survey forms prior to written authorization to enroll.
- X 3. Statement of Business Ownership

Required Insurance Certificates:

- X 1. General Liability Coverage with endorsements.*
- X 2. Automobile Liability Coverage with endorsements (if applicable)*
3. Public Entity Evidence of Self-Insurance (if applicable)*
- X 4. Workers Compensation Coverage

***Endorsements must name "The City of Inglewood, South Bay Workforce Investment Board, Inc., its officers, employees, and agents" as additional insured.**

EXHIBIT "D"
PROGRAM PLAN/PERFORMANCE STANDARDS

Training Provider Name: Golden Oak Adult School/William S. Hart Union High School District

Course Title(s) covered by this Exhibit:

- a. Certified Medical Assistant
- b. Pharmacy Technician

I. TRAINING PROVIDER RESPONSIBILITIES:

- A. Administer appropriate pre-tests where applicable.
- B. Provide reason(s) for rejection of applicants first to applicant, with a written summary of said reasons to appropriate referring entity(s).
- C. Insure that the number of participants in classroom training does not exceed State requirements for training or maximum room occupancy.
- D. Provide program orientation to every participant enrolled, with verification of such orientation signed by participant and maintained in each participant's file. Orientation shall include, but not be limited to: Student policies pertaining to disciplinary procedures, grievance procedures, notice of student rights, information on "how students are doing," holiday schedule and attendance requirements and procedures. Training Provider shall adhere to State required five (5) day cancellation policy requirements.
- E. Provide written grievance/complaint resolution and nondiscrimination policies and procedures to applicants and participant with explanation of process. In addition to standard grievance/complaint resolution and non-discrimination procedures, handicapped participants shall also receive grievance/complaint resolution and non-discrimination policies and procedures applicable to handicapped persons. A document verifying receipt of these documents shall be signed and dated and maintained in participant file.
- F. Training Provider shall maintain and make available participant daily attendance records.
- G. Training Provider will provide participant with certificate of successful completion and competency achievement and maintain copies of completed and scored tests described in Exhibit "B" in participant files.
- H. Job Placement Activities:
 1. Training Provider shall provide placement services to WIOA participants that are comparable to services provided to all other students of Training Provider.
- I. Termination other than Placement.
 1. Participant Decision:

If a participant chooses to drop out of the program an exit interview will be held, if possible, to document reason. Training Provider will advise SBWIB, Inc. and appropriate referring entity(s) in writing within two (2) business days of learning of participant's decision.
 2. Training Provider Decision:

If Training Provider determines that a participant can no longer benefit from the program, the Training Provider will:

 - a. First notify appropriate referring entity(s).

- b. Conduct exit interview, providing information to participant in accessing other resources which may be available.

J. Participant Unallowable Activities and Costs:

Training Provider will comply with the following guidelines per Workforce Innovation and Opportunity Act (WIOA) or compensation may be disallowed:

1. Public Service Employment: No funds will be used under this contract for public service employment, subsidized employment with public and non-profit employers providing public services.
2. Sectarian Activities: The employment or training of participants in sectarian activities is prohibited.
3. Political Activities: No financial assistance may be provided for any program which involves political activities.
4. Maintenance of Effort:
 - a. No currently employed worker shall be displaced by any participant (including partial displacement, such as a reduction in hours of non-overtime work, wages or employment benefits).
 - b. No program shall impair existing contracts for services or collective bargaining agreements, except that no program under this act which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned.
 - c. No participant shall be employed or job opening filled (1) when any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated the employment with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this contract.
 - d. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
5. WIOA funds received by agencies or individuals may not be used to assist, promote, or deter unionization.
6. No funds provided under WIOA may be used for contributions on behalf of any participant to retirement systems or plans.
7. No person or organization may charge an individual a fee for the placement or referral of such individual in or to a training program funded under this Act.
8. Davis Bacon wages shall be paid to participants employed as laborers or mechanics by Training Providers or subcontractors, when working in construction which is assisted under the Act and which is related to a building used for WIOA programs.
9. Funds provided under this Act shall only be used for activities which are in addition to those which would otherwise be available in the area in the absence of such funds.
10. No funds may be used to assist in relocating establishments, or parts thereof, from one area to another unless such relocation will not result in an increase in unemployment in the area of original location or in any other area.
11. Funds provided under this Act shall not be used to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State, or local sources, unless it is demonstrated that alternative services or facilities would be more effective or more likely to achieve the service delivery area's performance goals.

- K. Training Provider offering access to federal and/or state education assistance grants shall provide Training Provider with a list of WIOA participants who are receiving financial aid through

one or more Education Assistance Programs (including WIOA participants for whom ADA funds were received) and shall reimburse the SBWIB, Inc. for funds which were used to pay training costs for participants who received financial aid after training began.

II. TRAINING PROVIDER PERFORMANCE

Evaluation Standards:

Training Provider will be evaluated quarterly on all activities conducted under this agreement from July 1st through June 30th. Activity(s) not completed in the program year in which the enrollment occurred will be carried over and evaluated in the following program year or the program year in which the completion occurs. Evaluation of Training Provider performance may include, but not be limited to the following:

- 1) Training-related placement rate at termination shall be: 70%

	<u>Occupation</u>	<u>Rate</u>
a.	Certified Medical Assistant	70%
b.	Pharmacy Technician	70%

- 2) Follow-up Entered Employment Rate: The follow-up entered employment rate is the total number of participants employed at 91 days after termination into employment (which has occurred within 90 days from completion of training) divided by the total number of participants terminated at thirteen weeks (91 days).

The follow-up training-related entered employment rate shall be no less than: 70%

- 3) Total Weekly Earnings at Follow-up: Total weekly earnings for all participants employed at 91 days after termination into employment (which has occurred within 90 days from completion of training) divided by the total number of participants employed at thirteen weeks (91 days). Training-related wage rates at placement and at 91 day follow-up shall be no less than:

	<u>Occupation</u>	<u>Minimum</u>	<u>Average</u>
a.	Certified Medical Assistant	\$10.00	\$12.00
b.	Pharmacy Technician	\$12.00	\$15.00

- 4) Contract Compliance Capability: Service Provider ability to comply with contract requirements.

- 5) Contract Administration: Administration of Program, including but not limited to:

- a. Documentation
- b. Participant Records
- c. Prompt and accurate invoicing
- d. Cooperation

- 6) Training Provider's Fiscal Accountability:

Training Provider shall be monitored for compliance with financial management requirements to ensure that WIOA assets are safeguarded against loss from unauthorized use or disposition. Furthermore, Training Provider shall be required to comply with all applicable California State Tuition Refund Policies.

III. UNDERSTANDINGS

- A. Training Provider understands that this Agreement is a tuition reimbursement contract.

- B. Training Provider agrees that job placement for participants accepted into training program shall be a primary responsibility of Training Provider, including job identification, job solicitation and job development.
- C. Training Provider understands that once a participant is enrolled and costs have been incurred, responsibility for participant's training and placement is assumed.
- D. Training Provider understands that SBWIB, Inc., Administrative Entity, and its agents are charged with tracking and reporting on compliance and performance of all Agreements to the South Bay Workforce Investment Area and/or designated committees. SBWIB, Inc., Administrative Entity, and its agents are required to monitor and provide evaluation information to appropriate persons and committees. Such methods for evaluation may include surveys of participants and employers.
- E. Training Provider understands that this program plan is subject to modification in order to comply with required policies, procedures and/or interpretation of state guidelines.
- F. Training Provider understands that on-site monitoring conducted by SBWIB, Inc., Administrative Entity and/or its agents shall include a review of the financial assistance awards list to find WIOA enrollees and to identify possible WIOA training fund over-payments in order to recover funds from training institution that received education assistance program funds on behalf of WIOA participants.
- G. Training Provider understands that all costs paid out for a participant who is enrolled without written authorization from SBWIB, Inc. prior to enrollment shall be the sole responsibility of the Training Provider. In the event of any disallowed costs, the South Bay Workforce Investment Area will withhold amounts owed the debtor for past services or other considerations already provided in satisfaction of the debt owed or use any other repayment method identified in the South Bay Workforce Investment Area debt collection policy.
- H. The conduct of the parties to this agreement shall be in accordance with Title VI and VII of the Civil Rights Act of 1964, and the rules and regulations promulgated thereunder. In addition,
 - 1. During the performance of this Agreement, the Training Provider, Sub-grantee and its sub-contractees shall not deny the Sub-grants benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, or political affiliation, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, marital status, age, sex, or political affiliation. Sub-grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
 - 2. Training Provider shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Sub-grant.
- I. Training Provider will administer its programs under the Workforce Innovation and Opportunity Act in full compliance with safeguards against fraud, abuse and criminal activity as set forth in WIOA Regulations. Training Provider's employees and participants shall be alert to any instances of fraud, abuse, and criminal activity committed by staff or program participants and report all such instances to the administrative entity within 24 hours of discovery in accordance with requirements and procedures contained in WIOA Regulations. Training Provider shall provide evidence of notification to employees and participants of policies and reporting procedures concerning fraud, abuse and criminal activity.

- J. Training Provider shall provide training in a classroom environmental setting that does not depict religious artifacts, signs, drawings, etc. where participant may be influenced or distracted during the course of normal business operation hours.

EXHIBIT E

TRAINING PROVIDER STATEMENT OF BUSINESS OWNERSHIP

Business Name: Golden Oak Adult School / William S. Hart Union High School District

Business Address: 23201 Dalbey Dr., Santa Clarita, CA 91355

(County) Los Angeles

Contact Person: Jodie Hoffman No. of employees: 30

Telephones: (1) 661-253-0583 (2) FAX:
Primary Alternate

Type of Organization: Public (Govt.) ☒ Local Education Agency (LEA)

Private for-profit Private non-for-profit


Other:

Structure: Public Agency If so: Local State Federal

Corporation Sole Proprietorship Partnership

Federal Tax ID: #95-6001532

State ID: 19-65136


SIGNATURE

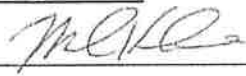

6/2/2017
DATE

Mike Kuhlman Assistant Superintendent Instructional Services
NAME and TITLE of AUTHORIZED REPRESENTATIVE

Golden Oak Adult School / William S. Hart Union High School District
ORGANIZATION

Training Provider Authorized Signature Form

The documents identified below require authorized signatures for execution, processing and/or payments. Complete this form, entering the names and signatures of persons authorized to sign the invoices below. Notification of any change in authorized signatures is the responsibility of the Service Provider. Changes without prior notification by the Training Provider may cause a delay in processing payments.

<u>DOCUMENT</u>	<u>TYPE NAME</u>	<u>SIGNATURE</u>
Contract	Mike Kuhlman	
	Asst Superintendent	
Note: Contract authorization must be given by action of the governing board of the organization or legal owner(s).		
Invoices	Brittany Kruczynski	
	Accountant/Internal Auditor	
Attendance Records	Jodie Hoffman, Principal	
Competency Verification	Jodie Hoffman, Principal	
Progress Reports	Jodie Hoffman, Principal	

	6/2/2017
SIGNATURE	DATE
Mike Kuhlman	Assistant Superintendent Instructional Services

NAME and TITLE of AUTHORIZED REPRESENTATIVE

Golden Oak Adult School / William S. Hart Union High School District

ORGANIZATION



September 20, 2017

Laura Bischoff
Contract Analyst
South Bay Workforce Investment Board
11539 Hawthorne Blvd 5th Floor
Hawthorne, CA 90250

Dear Laura,

Please find below the cost breakdown for CTE classes at Golden Oak Adult School.

Certified Medical Assistant

Tuition:	\$1,230.00
Books:	
Delmar's Comprehensive Medical Assisting: Administrative and Clinical Competencies	\$90.00
Basic Medical Language w/flash cards by	\$60.00
Consumable Supplies, Materials, Services:	
ID Card, Exam gloves, bandages, cotton, alcohol, syringes, PPD	\$30.00
Sharps Disposal	\$20.00
Stethoscope	\$25.00
Testing Fee (NHA Clinical & Administrative Certification Exam)	\$270.00
Other Fee: Career Safe Site License OSHA 10 Certification	\$25.00
	\$1,750.00

Pharmacy Technician

Tuition:	\$345.00
Books:	
Elsevier Mosby's Pharmacy Technician Principles and Practice	\$90.00
Workbook and Lab Manual for Mosby's Pharmacy Technician: Principles and Practice	\$60.00
Supplies & Materials:	
ID Card, presc packaging/labeling, caplets, tablets, and other practice materials	\$35.00
CPR Course	\$65.00
Testing Fee (NHA CPhT Certification Exam)	\$115.00
Pharmacy Technician License Fee	\$145.00
Other Fee: Career Safe Site License OSHA 10 Certification	\$25.00
Other Fee: Drug/Background Screening	\$95.00
	\$975.00

Please let me know if you need any additional information to execute the Agreement for Classroom Training Individual Referral for Golden Oak Adult School.

Sincerely,



Jodie Hoffman
Principal

PTPD APPLICATION - TRAINING PROVIDER INFORMATION

Legal name and structure of organization, firm or agency:

Golden Oak Adult School / William S. Hart Union High School District

Address: 23201 Dalbey Dr., Santa Clarita, CA 91355

E-mail Address: jhoffman@hartdistrict.org

Web Site Address: goldenoakadultschool.com

Training Site Addresses:

1. Golden Oak @ Centre Pointe, Portable B, 21445 Centre Pointe Pkwy, Santa Clarita, CA 91350
2. Golden Oak @ Centre Pointe, Portable A, 21445 Centre Pointe Pkwy, Santa Clarita, CA 91350
3. Golden Valley High School, 27051 Robert C. Lee Pkwy, Santa Clarita, CA 91350
- 4.

Type of Organization

☐

Public (Government)

☒

Local Education Agency (LEA)

Personnel

Contact Person: Jodie Hoffman

Title: Principal

Phone Number: 661-253-0583

Fax:

E-mail Address: jhoffman@hartdistrict.org

Organizational Data

Federal Tax ID No. #95-6001532

State ID No: 19-65136

Please check other services your agency offers.

- ☐ Financial Aid
☒ Online Registration
☒ Job Development
☐ Job Placement
☒ Career Counseling

- ☒ ESL Courses
☒ GED Assistance
☐ Child Care
☒ Web Based (On-Line) Training
☒ Accessible Disabled Individuals

- ☒ Parking Accessible
☒ Transport Accessible
☐ Career Assessment
☒ Tutorial Services
☒ Other Services

EXCEPTIONS TO THE REQUESTS OF THE PTPD APPLICATION:

Please describe any areas of this proposal that you may not be able to comply with, and state reasons. (Use additional sheets, as necessary.) If no exceptions are noted, it is our understanding that you fully understand the conditions of this application by authorized Training Provider's signature below.

DECLARATION OF THE BIDDER:

I declare that I am an authorized agent or officer of the organization submitting this proposal and in such capacity I am empowered to submit this application on behalf of:

Golden Oak Adult School / William S. Hart Union High School District

I also verify that all information submitted and contained herein is true and correct to the best of my knowledge and belief.


SIGNATURE


6/2/2017

DATE

Mike Kuhlman

Assistant Superintendent Instructional Services

Name & Title of Authorized Representative

Southern California ReLIEF		CERTIFICATE OF COVERAGE		Issue Date 8/14/2017	
ADMINISTRATOR: Keenan & Associates 2355 Crenshaw Blvd., Suite 200 Torrance, CA 90501 310-212-0363 www.keenan.com		LICENSE # 0451271		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW. ENTITIES AFFORDING COVERAGE: ENTITY A: Southern California ReLIEF ENTITY B: ENTITY C: ENTITY D: ENTITY E:	
COVERED PARTY: William S. Hart Union High School Dist. 21380 Centre Pointe Parkway Santa Clarita CA 91350					
THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.					
ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS <input type="checkbox"/> OCCURRENCE	SCR 001906-11	7/1/2017 7/1/2018	\$ 25,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	SCR 001906-11	7/1/2017 7/1/2018	\$ 25,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	SCR 001906-11	7/1/2017 7/1/2018	\$ 25,000	\$ 250,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	SCR 001906-11	7/1/2017 7/1/2018	\$ 10,000	\$ Included EACH OCCURRENCE
	WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
	OTHER			\$ \$	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS: For the Agreement No. 17-W224, between the South Bay Workforce Investment Board, Inc., on behalf of the City of Inglewood and Golden Oak Adult School/William S. Hart Union High School District.					
CERTIFICATE HOLDER: City of Inglewood South Bay Workforce Investment Board, Inc. Attn: Laura Bischoff, Contract Analyst SBWIB 11539 Hawthorne Blvd, Suite 500 Hawthorne CA 90250			CANCELLATION..... SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA, ITS AGENTS OR REPRESENTATIVES. <div style="text-align: right;">  John Stephens AUTHORIZED REPRESENTATIVE </div>		

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
William S. Hart Union High School Dist.	SCR 001906-11	Keenan & Associates

Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party:

City of Inglewood
South Bay Workforce Investment Board, Inc.
Attn: Laura Bischoff, Contract Analyst SBWIB
11539 Hawthorne Blvd, Suite 500
Hawthorne CA 90250

As Respects:

For the Agreement No. 17-W224, between the South Bay Workforce Investment Board, Inc., on behalf of the City of Inglewood and Golden Oak Adult School/William S. Hart Union High School District.

The City, SBWIB, Inc., its officers, employees, and agents are covered as additional covered parties.



Authorized Representative

Issue Date: 8/14/2017



August 28, 2017

South Bay Workforce Investment Board
11539 Hawthorne Blvd 5th Floor
Hawthorne, CA 90250

To Whom it May Concern:

This letter is in support of Golden Oak Adult School's Agreement for Classroom Training Individual Referral.

Neither District owned and operated, nor students' vehicles will be used to perform any of the services contemplated by the agreement between the City of Inglewood/South Bay Workforce Investment Board, Inc. & Golden Oak Adult School/William S. Hart Union High School District.

Please let me know if you need any additional information to execute the contract.

Sincerely,

Ralph Peschek
Chief Financial Officer