

1 **AMENDMENT NO. 4 TO AGREEMENT NO. 17-W224**

2 THIS AGREEMENT is made and entered into this 1st day of August, 2019 by and between the South Bay
3 Workforce Investment Board, Inc., a non-profit public benefit corporation, on behalf of the City of Inglewood,
4 hereinafter referred to as the "SBWIB, Inc." and Golden Oak Adult School / William S. Hart Union High School,
5 hereinafter referred to as "Training Provider."

6 WHEREAS, on or about December 18, 2012 the City of Hawthorne was replaced as Administrative Entity
7 for the SBWIA and succeeded by the City of Inglewood; and

8 WHEREAS, on July 1, 2017, the parties hereto have previously entered into **Agreement No. 17-W224**
9 to provide Classroom Training Individual Referral services under the Federal Workforce Innovation and Opportunity
10 Act (WIOA), Welfare - to- Work and other eligible grant participants; and

11 WHEREAS, SBWIB, Inc., is designated administrator on behalf of the City of Inglewood, which is then the
12 Administrative Entity for the South Bay Workforce Investment Area (SBWIA); and

13 WHEREAS, Training Provider is extending the terms of the Agreement from July 1, 2019 to June 30, 2021
14 and

15 WHEREAS, Training Provider is making the following program changes:

16 **From:** Certified Medical Assistant \$4,475 / 556 hours / 22 weeks

17 **To:** Certified Medical Assistant \$1,950 / 556 hours / 22 weeks

18 **From:** Certified Pharmacy Technician \$3,905 / 240 hours / 22 weeks

19 **To:** Certified Pharmacy Technician \$1,450 / 240 hours / 22 weeks

20 **From:** Certified Phlebotomy Technician \$2,600 / 88 hours / 8 weeks

21 **To:** Certified Phlebotomy Technician \$1,995 / 88 hours / 8 weeks

22 **From:** Excel I and II \$550 / 24 hours / 12 weeks

23 **To:** Excel I and II \$180 / 24 hours / 12 weeks

24 **DISCONTINUE:** Hotel and Restaurant Operations \$418 / 18 hours / 5 weeks

25 **NEW:** Dental Assistant \$950 / 180 hours / 36 weeks

26 WHEREAS, Training Provider has submitted a successful proposal and other documentation showing its
27 business operations; and
28

1 WHEREAS, Training Provider represents itself as being qualified and capable of providing said services in
2 accordance with all the rules and regulations developed to implement said statutes and in accordance with the
3 terms and conditions of this agreement;

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

6 1. Section I: NO CHANGE

7 2. Section II: II-C shall be revised to include the proposed training program:

8 C.1 **Certified Medical Assistant (556 hours / 22 weeks)** In no case can the total amount of the
9 expenditure by the SBWIB, Inc., under this agreement exceed the sum of **\$1,950.00** for tuition, registration, books,
10 supplies, materials, tools and state exam fees per participant trained in the training-related occupations of **Medical**
11 **Assistant**, in accordance with Exhibits "A" and "B".

12 C.2 **Certified Pharmacy Technician (240 hours / 18 weeks)**. In no case can the total amount of the
13 expenditure by the SBWIB, Inc., under this agreement exceed the sum of **\$1,450.00** for tuition, registration, books,
14 supplies, materials, tools and state exam fees per participant trained in the training-related occupations of
15 **Pharmacy Technician** in accordance with Exhibits "A" and "B".

16 C.3 **Certified Phlebotomy Technician (88 hours / 8 weeks)**. In no case can the total amount of the
17 expenditure by the SBWIB, Inc., under this agreement exceed the sum of **\$1,995.00** for tuition, registration, books,
18 supplies, materials, tools and state exam fees per participant trained in the training-related occupations of
19 **Phlebotomist** in accordance with Exhibits "A" and "B".

20 C.4 **Dental Assistant (180 hours / 36 weeks)**. In no case can the total amount of the expenditure by
21 the SBWIB, Inc., under this agreement exceed the sum of **\$950.00** for tuition, registration, books, supplies,
22 materials, tools and state exam fees per participant trained in the training-related occupations of **Dental Assistant**,
23 in accordance with Exhibits "A" and "B".

24 C.5 **Excel I and II (24 hours / 12 weeks)**. In no case can the total amount of the expenditure by the
25 SBWIB, Inc., under this agreement exceed the sum of **\$180.00** for tuition, registration, books, supplies, materials,
26 tools and state exam fees per participant trained in the training-related occupations of **Office Assistant**, in
27 accordance with Exhibits "A" and "B".
28

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

2
3 **Training Provider**

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

7 Signature: 

8 Name: Ralph Peschek

9 Title: Chief Financial Officer

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

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16 _____
17 Jan Vogel, Chief Executive Officer

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20 **APPROVED AS TO FORM:**

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25 Jack Ballas Attorney-at Law

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EXHIBITS

- 1. EXHIBIT "A" – PROGRAM OUTLINE –**
- 2. EXHIBIT "B" – COMPLETION COMPETENCIES –**
- 3. EXHIBIT "C" – VENDOR REQUIRED DOCUMENTS – NO CHANGE**
- 4. EXHIBIT "D" – PROGRAM PLAN/PERFORMANCE –**
- 5. EXHIBIT "E" – STATEMENT OF BUSINESS OWNERSHIP – NO CHANGE**

ATTACHMENTS:

- i: Vendor Authorized Signature Page – NO CHANGE**
- ii: Itemized Cost Listing**
- iii: Bidder Information Sheet – NO CHANGE**

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. Certified Pharmacy Technician
- c. Certified Phlebotomy Technician
- d. Dental Assistant
- e. Excel I and II

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. Certified Pharmacy Technician	70%
c. Certified Phlebotomy Technician	70%
d. Dental Assistant	70%
e. Excel I and II	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	\$12.04	\$16.66
b. Certified Pharmacy Technician	\$12.72	\$18.59
c. Certified Phlebotomy Technician	\$15.00	\$20.51
d. Dental Assistant	\$12.00	\$15.00
e. Excel I and II	\$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.

- **Current General Liability coverage a minimum of \$1,000,000.00.**
 - **Certificate Holder to State:**
City of Inglewood/South Bay Workforce Investment Board, Inc.
11539 Hawthorne Blvd Suite 500
Hawthorne, CA 90250
 - **Description of operations to state:**
"City of Inglewood/South Bay Workforce Investment Board, Inc., its officers, employees and agents are named as additional insured"

The following cancellation statement must be stated on certificate:

"Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will deliver 30 days written notice to the additional insured certificate holder.

- Proof of Workers' Compensation Insurance
- Current Auto Liability or Auto Letter of Waiver
 - Please note, if you will be submitting an auto letter of waiver please ensure it is on signed and dated agency letter head and states the following:
"Neither company 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. and Enter School Name Here."

Waiver for Workers' Compensation Insurance coverage:

"Enter School Name Here" does not carry Workers Compensation Insurance as we do not have any employees on company payroll. At this time all workers for our agency are volunteers or contracted as consultants for the classroom and clinical training hours and shall be issued 1099 for their services.

I certify that in the performance of the work described in this agreement, I shall not employ any person in any matter so as to become subject to State or Federal Workers Compensation Laws.

I also certify that, in the future, should I employ persons to perform work pursuant to this agreement in a manner that makes me subject to State or Federal Workers Compensation Laws, I shall immediately obtain Workers Compensation Insurance coverage and provide the City of Inglewood, South Bay Workforce Investment Board, Inc. with a certificate as evidence that I am in compliance with such laws.