

FIFTH AMENDMENT TO WORKFORCE INVESTMENT ACT CONTRACT BETWEEN
THE CITY OF DURHAM AND GENERAL MANAGEMENT SOLUTIONS, INC. (GMSI)
OF VIRGINIA BEACH, VA

This contract ("Fifth Amendment") is made and entered into as of the 1st day of October, 2013, between the City of Durham, a municipal corporation ("City") and General Management Solutions, Inc. ("Contractor"), a corporation organized and existing under the laws of Virginia.

The City and the Contractor entered into a contract titled "Workforce Investment Act Contract Between the City of Durham and General Management Solutions, Inc. of Virginia Beach, VA" dated August 30, 2010. That contract is referred to as the "Original Contract."

The City and the Contractor entered into a first contract amendment titled "Workforce Investment Act Contract Amendment between the City of Durham and General Management Solutions, Inc. (GMSI)" dated May 1, 2011. That contract is referred to as the "First Contract Amendment." The First Contract Amendment added to the original scope of work and augmented the compensation under the Original Contract from \$825,000.00 to \$915,000.00.

The City and the Contractor entered into a 2nd contract amendment titled "Second Amendment to Workforce Investment Act Contract between the City of Durham and General Management Solutions, Inc. (GMSI)" dated October 1, 2011. That contract is referred to as the "Second Contract Amendment," and both extended the GMSI services for an additional year with modifications to the scope of work and compensation increasing the total contract amount to \$1,730,227.00.

The City and the Contractor entered into a Third Amendment titled "Third Amendment to Workforce Investment Act Contract between the City of Durham and General Management Solutions, Inc. (GMSI)" dated May 1, 2012 to expand the services provided under "Second Contract Amendment" and amend the payment budget adding \$190,000 through June 30, 2013.

The City and the Contractor entered into a Fourth Contract Amendment titled "Fourth Amendment Workforce Investment Act Contract between the City of Durham and General Management Solutions, Inc. (GMSI)" dated October 1, 2012. That contract is referred to as the "Fourth Contract Amendment" and both extended the GMSI services for an additional year with modifications to the scope of work and compensation increasing the total contract amount to \$2,661,227.00.

The purpose of this Fifth Amendment is to extend the GMSI services for an additional six months with modifications to the scope of work and to increase the total amount of the contract by \$495,000.00 for compensation of services delineated in Attachment A and A-1 of this amendment.

The Original Contract is further amended as follows:

1. Delete Section 2. "Purpose/Program Narrative" of the Original Contract and replaced with the following:

Section 2, Purpose/Program Narrative Contractor shall perform the services and activities outlined in Attachment A of the Fifth Amendment and Attachment A-1 of the Fifth Amendment. Those services and activities are sometimes referred to in this contract as the “Scope of Work” or the “Deliverables”. The Contractor shall begin performance of these services and activities on October 1, 2013. It shall complete those services and activities by March 31, 2014. At the end of this contract utilizing the City Request for Proposal procedures, a service provider will be selected for recommendation of the next Adult Workforce Investment Act contract.

2. Delete Section 3, Complete Work without Extra Cost of the Original Contract and replaced with the following:

Section. 3. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract and in Attachment B of the Fifth Amendment and B-1 of the Fifth Amendment, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

3. Delete Section 4, “Payment under the Contract,” of the Original Contract and replaced with the following:

Section 4, “Payment under the Contract”. The City shall make payments on a cost reimbursement basis to the Contractor for services and activities described in Attachment A of this Fifth Amendment and Attachment A-1 of this Fifth Amendment, and within the budgeted line-items provided for in Attachment B of this Fifth Amendment in the amount of \$305,000.00 and in Attachment B-1 of this Fifth Amendment in the amount of \$190,000.00, for a total contract increase of \$495,000 and a total Original Contract amount not to exceed \$3,156,227.00. Those payments shall be made by the City within 30 days of receipt of invoices for services received from the Contractor. No less often than monthly, the Contractor shall send invoices to the Workforce Development Administrator within the Office of Economic and Workforce Development, whose name and address shall be provided by the City. The City shall provide the Contractor with blank reporting forms referred to in this Contract, and Contractor agrees to use those forms and instructions.

Notwithstanding anything in the Contract which may be to the contrary, Contractor understands and agrees that any payment made under or in any way relating to this contract by the City is limited to the lesser of (i) funds made available for that purpose by the North Carolina Department of Commerce, Division of Workforce Solutions (DWS) under the grant referred to above, or a total maximum of the total contract amount of (ii) \$3,156,227.00. Payments shall be made on a cost reimbursement basis by the City only for services and activities listed in Attachment A of the Fifth Amendment and Attachment A-1 of the Fifth Amendment, and consistent with, and not exceeding, the budgeted line item amounts identified in Attachment B of the Fifth Amendment and B-1 attached to this Amendment. Contractor performance will be reviewed on a monthly basis. Failure to reach the goals and objectives, and failure to carry out the services and activities as set out in Attachment A of this Fifth Amendment, Attachment A-1 of the Fifth Amendment, Attachment B of the Fifth Amendment and Attachment B-1 of this Amendment in a timely manner, will result in delay of payment to Contractor under this Contract and will be in breach of the Contract.

4. Delete Section 9., Notice of the “Original Contract to “Workforce Investment Act Contract between the City of Durham and General Management Solutions, Inc. (GMSI)”and replaced with the following:

Section 9 “Notice.” (a) all notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:

Mr. Jason Wimmer, Adult Employment Program Coordinator
City of Durham
Office of Economic and Workforce Development
302 East Pettigrew Street, Suite 190
Durham, North Carolina 27701
The fax number is (919) 560-4986

To the Contractor:

Mark Willis/ Michael Leep, Co-Owners
General Management Solutions, Inc.
780 Lynnhaven Parkway
Suite 370
Virginia Beach, VA 23452
The fax number is (919) 757-227-4133

5. Delete Attachment A of “Fourth Amendment to Workforce Investment Act Contract between the City of Durham and General Management Solutions, Inc. (GMSI)”and replaced with “Attachment A of the Fifth Amendment”

6. Delete Attachment A-1 of “Fourth Amendment to Workforce Investment Act Contract between the City of Durham and General Management Solutions, Inc. (GMSI)” and replaced with “Attachment A-1 of the Fifth Amendment”.

7. Add “Attachment B of the Fifth Amendment”.

8. Add “Attachment B –1 of the Fifth Amendment”.

9. Add “Attachment C Financial Assurances of the Fifth Amendment”. Contractor shall abide with Attachment C by signing and complying with terms and conditions.

IN TESTIMONY WHEREOF, the parties hereto have caused this Fifth Amendment to be executed, as of the day and year first above written.

CITY OF DURHAM

ATTEST:

By:

PREAUDIT CERTIFICATE

General Management Solutions, INC.

By: _____ (SEAL)

Title: _____

State of _____

County of _____

ACKNOWLEDGMENT BY
GENERAL MANAGEMENT SOLUTIONS INC.

I, a notary public in and for the aforesaid county and state, certify that

_____ personally appeared before me this day and stated that he or she is (strike through the inapplicable:) chairperson/ president/ chief executive officer/ vice-president/ assistant vice-president/ treasurer/ chief financial officer of GENERAL MANAGEMENT SOLUTIONS, INC., a corporation organized and existing under the laws of Virginia, and that by authority duly given and as the act of the corporation, he or she signed the foregoing contract or agreement with the City of Durham and the corporate seal was affixed thereto. This the _____ day of _____, 20____.

My commission expires:

Notary Public

Attachment A

Of the Fifth Amendment

(Amended October 2013)

ATTACHMENT A

Fifth Amendment

STATEMENT OF WORK

Durham Workforce Development Board

GENERAL MANAGEMENT SOLUTIONS, INC.

Background

Contractor shall perform the following services and activities as part of the Workforce Investment Act Adult and Dislocated Worker services program with a budget not to exceed \$305,000.00 (in program dollars) and \$190,000 (in On- The- Job training dollars) for a total of \$495,000 between October 1, 2013 and March 31, 2014:

General Management Solutions will provide services to 545 adult and dislocated workers who reside in Durham. Of the 545 participants that will be served 60 will be “carryover” adult participants and 160 will be “carryover” dislocated worker participants; there will also be at least 160 participants served that were exited from the program up to 12 months before the date of services to be provided during the period from October 1, 2013 to September 30, 2014. Individuals among the 160 may be adults or dislocated workers.

Deliverables

The Adult program annual performance outcome measures implemented by the U.S. Department of Labor Employment and Training Administration and set by the Office of Economic and Workforce Development for program year 2013, are as follows:

Mid-Year Performance Outcomes:

- By March 31, 2014, 75% of all WIA Adult and Dislocated Worker participants exited from the program between 10/13-9/14 shall have entered into employment by the 1st calendar quarter after exiting from the program.
- By March 31, 2014, 75% of all WIA Adult and Dislocated Worker participants exited from the program between 4/13-3/14 shall have retained employment in the 2nd and 3rd quarter after exiting the program.
- By March 31, 2014, 75% of all WIA Adult and Dislocated Worker participants exited from the program between 4/13-3/14 who entered into employment in the 1st calendar quarter after exit that are still employed in the 2nd and 3rd quarter after exit and have earned a wage of at least \$12 per hour.

Outcome Measurements

General Management Solutions, Inc. will maintain systems in place to measure program performance and ensure continuous quality improvement. To measure progress toward career center success indicators Entered into Employment, Retention Rate and Average Earnings earned, the Program Manager will utilize NCWORKS.GOV.

A monthly report compiled by the Program Manager due to OEWD by the 13th of each month will include the following:

- Number of new enrollments
- Number of participants that found employment during the month
- Number of participants that are enrolled into training
- Number that completed training
- Number of participants that exited the program during the month
- Summary of participants training programs (i.e. Bio Bootcamp, Medical Coding, etc.)

Performance Evaluation & Monitoring

- The Program Manager will participate in monthly review meetings with the City of Durham's Adult Program Coordinator. Program performance and progress toward anticipated outcomes are reviewed and analyzed at these meetings and strategies to ensure favorable outcome results are developed and implemented by the Program Manager. The program manager will participate in weekly Center Staff meetings in order to report results, and program information as well as further the achievement of the Center towards the success indicators.
- The Program Manager will participate in weekly Career Center Staff meetings in order to report results and further enhance the achievement of Career Center Success Indicators.
- The Program Manager will compile and analyze Performance Reports on a quarterly basis and discuss results in one-on-one quarterly meetings with each Case Manager. The entire GMSI team will meet once a month to review and discuss Performance Reports and strategies to ensure favorable results, and to review current caseloads and ensure that adults and dislocated worker are on track to meet the goals in their individual service strategies.
- GMSI Program Manager will work in direct collaboration with the OEWD Adult and Dislocated Worker Program Coordinator and the Career Center Manager to provide an ongoing assessment (monthly) of the project/customer flow and the alignment and/or clear delineation of the assigned roles/responsibilities of each GMSI case manager in order to provide an ongoing evaluation of program performance and the ability of the program to meet and/or exceed state negotiated goals.

Outreach and Orientation

The GMSI staff will work in partnership with Career Center staff to provide services in the community. This includes an expansion of services and provides opportunities for orientation and to completing applications in targeted communities. GMSI will assist Career Center staff and or conduct orientations at the Career Center or at locations determined by the OEWD staff,

in an effort to provide ongoing outreach to the community. GMSI staff will be available to participate in the design and implementation of recruitment efforts designed to reach more job seekers.

Eligibility Determination (Orientation, Testing, Assessment, Intake)

The Adult/Dislocated Worker Program will continue to utilize an Assessment/Intake Coordinator as needed with the implementation of Integrated Service Delivery to ensure appropriate eligibility determination for WIA intensive services. Having the Intake Staff will be key in making customer connections and in ensuring that individuals get to the right services. The customer is notified at orientation what documentation is necessary for eligibility and provides this information to the Assessment/Intake Coordinator during a separate assessment appointment. GMSI will utilize Basic Skills testing on every customer enrolled in the WIA program during this initial application process. Including Basic Skills Testing in the application process allows for a more meaningful conversation during assessment should training be the identified need. Customers that are identified as having a need that WIA could assist with, begin on an initial Employment Plan. Customers are assigned to a Program Employment Specialist based on their needs. Once the customer is determined to be a candidate for services they will receive the appropriate service.

On-going Assessment

Once a customer is assigned a Program Employment Specialist, they will also receive additional objective assessment of their barriers and strengths in developing an Individual Employment Plan to identify program goals. Program staff will work in direct collaboration with the OEWD Adult and Dislocated Worker Coordinator to identify assessment tools (such as the Career Readiness Certification assessed through Work Keys) as additional and/or viable options in conducting assessments. When a customer's interest is unidentified, the Program Employment Specialist will recommend and provide an interest inventory.

Individual Employment Plan

The GMSI staff will work in partnership with the customer to identify an appropriate service strategy and develop the Individual Employment Plan. The IEP is essential in providing good case management to achieve both short and long term goals. This employment plan is a written, structured set of steps to provide concrete and achievable goals for customers. It is a living document which should be changed as necessary to meet the needs of the customers, facilitating their entry into the workforce.

The GMSI staff will prioritize and address the customer's barriers and obstacles immediately. At the same time, they will begin to facilitate employment and/or training and to help the customer develop a long-term career path.

Follow Up Services

The GMSI staff will provide appropriate follow up services to ensure job retention and to ensure that performance measures are met. These follow-up services are completed 1st, 2nd and 3rd quarter after exit to ensure that the program meets performance measures established by the Division of Workforce Development. The Placement Specialists are responsible for following up with customers after exit. These cases are not exited until the assigned staff is sure that employment is stable and that the customer has made a reasonable adjustment to work.

A wide range of services are provided following placement with the goal of ensuring that the support and planning needed to maintain employment are in place. Utilizing the monthly report staff will track which customers are currently in follow-up stages. During this time staff will be able to reach out to customers via phone, mail and email to verify their employment. The Placement Specialists notifies the customers at time of exit they are being exited. The Placement Specialist makes sure the customers understand the availability of additional employment services over the next year. The staff will provide a “professional development” session for these customers so we are able to reach them in a group setting and allow them to continue to network. An opportunity for a “job Upgrade” is greatly enhanced by attending these sessions.

Individual Training Accounts

For eligible customers who are unable to secure employment through less intensive services, the program staff will coordinate occupational skills training through approved vendors or when possible on-the-job training opportunities. Before training begins, the Program Employment Specialist will work with the customer to ensure that barriers to successful program completion are removed. The Program Employment Specialist case management is expected to help the customer evaluate training options to ensure that any program selected leads to an occupation that is suited the customer’s work preferences and abilities and is one in which the customer can be reasonably expect to experience success.

Supportive Services

The program staff will be trained in and maintain professional development opportunities in how to best assess and identify when support services are needed to ensure client success. Prior to using funds for these services, GMSI will assist the client in exploration of personal resources and other community programs and in making plans for addressing ongoing needs. Although in some cases supportive services are necessary in order for customer’s to obtain and retain a job. When necessary, GMSI will provide transportation assistance, emergency childcare, clothing and emergency housing. Supportive services should be used as a tool for work. The need for these items should not interfere with a customer being successfully employed.

Integrated Service Delivery of the Adult/Dislocated Worker Program into the Durham JobLink Career Center

The WIA AW/DW is a program which is the next level for a customer looking for work. When he/she is unable to find employment on their own, WIA is one of the many case management programs that can be offered for additional employment services. The Program Staff will collaborate in Career Center events and participate in notifying and training all Career Center

partners about WIA and services available. The Program staff will work as part of the seamless service delivery team with the other system partners at the Career Center to ensure that the needs of local job seekers and employers are being met. GMSI will also be encouraged to participate in the following ways with the Career Center System:

- The Program Manager will operate utilizing the Integrated Service Delivery Manual in cooperation with direction from the Functional Manager of the Career Center and the OEWD Contract Manager. GMSI staff will serve either on the Talent Engagement Team/or Skills Development Team, or the Employment Recruitment and Placement Function Team. GMSI Program Manager and/or staff designee will attend and contribute at Durham JobLink Business Solutions Team meeting (specifically in an effort to advance “pipeline” and/or employment connections between Career Center participants and local businesses).
- GMSI Program Manager and/or staff designee will attend and contribute at Durham JobLink Leadership and Business Services Teams
- GMSI will designate one staff member to be housed at the Northgate Career Center location in the Northgate Mall to provide Integrated Services and other Center related events and will designate a staff member to engage in Job Development working more specifically with On- the- Job training activities that will be housed at the Briggs Avenue location on an “as needed” basis (*see description below*).

Customer Confidentiality

All counseling activities are confidential and the staff consists of trained counselors who adhere to all counseling ethics and must sign a statement to this effect at the time of hire. All records are confidential, and standard federal guidelines for the maintenance of records are maintained.

Enrollment of Latino participants and speakers of other languages into the WIA Program

The program staff will work to include members of Durham’s Latino population in its service pool. Staff will work to support JobLink bilingual staff to ensure that appropriate resources and information make it to the Latino community. The program staff will assist in connecting individuals to employment where their language barrier is not an issue by utilizing our employer network and when appropriate may refer the customer to ESL classes.

Job Search / Job Development Design

The program staff will work with a “universal” client to introduce the fundamentals of good job techniques. Skills are developed through individual assessment and group workshops. At JobLink, WIA offers all clients access to counselors who will discuss their specific goals and barriers; directing individuals to appropriate plans and action steps. WIA offers the entire community employability coaching through workshops, both in-house and in the community. The universal client is also invited to join networking opportunities to foster peer relationships and peer coaching. For example, participants in the Professional Placement Network (PPN) have

shared information on job opportunities, tips for accessing services, and tips for surviving the job search.

Clients that apply to and become clients of WIA receive intensive services that include more individualized coaching, identification of gaps, needs and barriers, and action plan development. Clients enjoy a one-on-one mentoring and advocacy relationship that allows them to hone their job-seeking skills through receipt of active assignments, sourced job opportunities, interview practice/coaching, and access to various job experiences. To round out the WIA experience, clients have access to their WIA staff after attaining employment for job-retention coaching.

GMSI will support consistent job placement numbers by developing meaningful relationships with industry employers. GMSI will provide a Job Development professional to solely work on identifying workforce trends, employer needs, and active job opportunities. This Job Developer will work with staff to provide Lead Generation, schedule interviews, and follow up with employers.

Job Development

GMSI will provide a full-time job developer to support the Durham Workforce Development and City of Durham's Office of Economic and Workforce Development efforts in connecting jobseekers and businesses. To accomplish this they plan to do the following:

- Encourage, with our clients, job search as a full time activity through the use of daily assignments in the form of signed contracts from their Program Employment Specialist.
- Focus on relationships with employers and developing partnerships with them.
- Provide services to employers as well as to our clients.
- Focus on job matching.
- Assist customers in identifying realistic and immediate job goals and to develop a plan to reach their long term career goals.
- Incorporate Professional Placement Network to facilitate customer networking opportunities and employer contacts for the mid-career customer base.
- Incorporate bi-weekly mock interview sessions into its program framework.

Outreach Activities to Local Businesses

Businesses tend to use services they are familiar with, so it is important that they are introduced to the local One Stop and the benefits available to the job seeker and employer. The program staff will also continue in partnership with the Career Center to look to our business community as a client and partner; utilizing their input to drive the types of training opportunities we support and the avenues of employment we direct our clients towards. The program staff will continue

to ask our business community to identify what skills (technical and soft) they need and provide that information to our clients. In this way, we feel confident that WIA is uniquely servicing two diverse yet interrelated clients.

The program staff will continue to promote OJT, Work Experience services and short-term Vocational (market driven) Training as a mutually beneficial vehicle for candidate recruitment and client work opportunity. OJT and WEX provide local employers financial incentives for working with WIA customers. OJT and WEX provide customers with necessary training and exposure, encouraging the employer to retain the customer for full time employment. GMSI will support in the development of OJT and WEX opportunities. Both opportunities will be structured to ensure that they provide the employer and employee with concrete performance objectives. Programs will be designed to meet the specific needs of the individual employer and placements will be monitored by the Placement Specialist until the individual's training is completed.

To accomplish this staff will do the following:

- Ensure our staff understands the needs of the business community,
- Invite employer-input to help identify market needs and then drive client services.
- Utilize the NCWORKS.GOV database and track both contacts and outcome,
- Utilize the NCWORKS.GOV database based on skills to assist with employer recruitment,
- Provide marketing and customer service training to the entire staff,
- Partner with Career Center entities as part of the Business Service Team,
- Encourage businesses and clients to attend Professional Networking groups to make connections with businesses, HR representatives and other business professionals.

Training Relevant to Current Labor Market

In order to ensure that customers choose employment and training options in which they will become competitive and gain job security in the forefront of local labor market demand, training will only be approved in high demand occupations and when it is felt that the individual has a reasonable opportunity for success in their chosen field. Program staff will work in direct collaboration with OEWD staff and JobLink partners in order to provide an ongoing assessment off the current labor market. All training must be provided by an approved training vendor who is monitored by the Board. In **all** cases, training is contingent upon completing due diligence. Specifically, program staff will require all customers to research and then provide information about their chosen field. In turn, GMSI will provide the customers with information and feedback regarding their desired training choice. Open dialogue regarding the pros and cons of the proposed training helps to secure commitment and validates the choices made. GMSI staff will provide the customer with information from the DWDB's strategic plan and we encourage them to look into training in high growth industries.

Customer Specialized Assessments

Accurate, objective assessments are key to customer success. Throughout their relationship with the Career Center and WIA, customers are provided opportunities for assessment. From the

beginning, customers are given a basic skills and interest assessment. As the client progresses within the program, they are offered mock interviews, technical skills assessments and interest inventories to assist them and their Placement Specialist. Career counseling and planning is tailored to client's based on understood client deficiencies.

Attachment A-1

Of the Fifth Amendment

(Amended October 2013)

ATTACHMENT A-1

Fifth Amendment

STATEMENT OF WORK

Durham Workforce Development Board

GENERAL MANAGEMENT SOLUTIONS, INC.

Background

In July 15, 2013, the Office of Economic and Workforce Development received a notice from the NC Division of Workforce Development that the Durham Local area was awarded a grant for On-the-Job Training (OJT) funds for the DWDB to provide on-the-job training subsidies to help offset costs for Durham businesses to hire long-term unemployed participants of the WIA Adult and Dislocated Worker program. The grant must be expended by June 30, 2014.

GMSI has been awarded \$190,000 of this grant under the Fifth Amendment to support the OJT activities listed above. Services and performance outcomes that occur based upon OJT funded activities will be tracked separately from the WIA participants receiving employment and training services under the existing contract signed October 1, 2013 that is scheduled to end on March 31, 2014.

Deliverables

- Contractor shall serve between 25-50 individuals (depending on the amount of each subsidy that is contingent with the size of the company);
- As stipulated by the NC Department of Commerce Division of Workforce Solutions, the Contractor will target the following individuals to participate in under this OJT program:
 - a) Dislocated Workers who are enrolled in the WIA program and/or participants who are involved with the Career Center system - with specific recruitment of the chronically-long term unemployed as identified by the Durham Career Center. For the purposes of this contract, a “Chronically Unemployed” individual is defined as someone who has been laid – off and unemployed for 16-19 weeks or more;
 - b) Graduates of the local JobsNow program; and/or
 - c) A state employee who will be or was affected by the reduction in force notices and/or terminated from their positions as of June 30, 2011.
- Contractor will conduct an assessment of individual participant skill-sets in order to best determine viability of participant OJT placements;

- Contractor will develop OJT contracts and/or place WIA participants with private for-profit and not-for-profit businesses;
- Contractor will provide outreach to targeted businesses to match employers/industries based on skill sets that are identified through an assessment of prospective OJT participants;
- Contractor will track services and performance outcomes that occur based upon OJT funded activities listed herein separate from the WIA activities listed in Attachment A of the Fifth Amendment;
- Contractor will establish separate accounting mechanisms to report and invoice for OJT activities listed herein;
- Contractor will adhere to the OJT (submitted to Contractor prior to the time of execution of this contract) policy submitted to and approved by the NC Department of Commerce Division of Workforce Solutions and will monitor all On-the-Job Training contracts for local, state and federal compliance;
- Contractor is required to provide a monitoring report on all On-the-Job projects that will include but is not limited to, number of project participants, number of project referrals, funds exhausted to date and will provide any other report that the DWDB may request within and agreed upon time period.

Attachment B

Of the Fifth Amendment Contract

(Amended October 2013)

Attachment B

Of the Fifth Amendment

(Amended October 2013)

Durham WIA Total Program Budget PY 2013 – 2014
Agency Name: General Management Solutions, Inc. (GMSI)

Program Costs	Line Item Totals	AW Services	DW Services
Staff Salaries	\$ 156,693.50	\$ 54,842.73	\$ 101,850.78
Staff Fringe Benefits	\$ 40,740.00	\$ 14,259.00	\$ 26,481.00
Staff travel, training, and Development	\$ 600.00	\$ 210.00	\$ 390.00
Training-Bootcamp	\$ 41,665.00	\$ 14,582.75	\$ 27,082.25
Training-Bootcamp Site Costs	\$ 4,335.00	\$ 1,517.25	\$ 2,817.75
PPN	\$ 3,400.00	\$ 1,190.00	\$ 2,210.00
PPN Site Costs	\$ 600.00	\$ 210.00	\$ 390.00
Rental Space	\$ 7,373.50	\$ 2,580.73	\$ 4,792.78
Non-Expendable Property	\$ 6,375.00	\$ 2,231.25	\$ 4,143.75
Webinar	\$ 1,562.50	\$ 546.88	\$ 1,015.63
Communications	\$ 900.00	\$ 315.00	\$ 585.00
Supplies	\$ 750.00	\$ 262.50	\$ 487.50
Transportation Costs	\$ 750.00	\$ 262.50	\$ 487.50
Support Services	\$ 500.00	\$ 175.00	\$ 325.00
Subtotal Training/Support Costs	\$ 266,244.50	\$ 93,186	\$ 173,059

Administrative Costs	Line Item Totals	AW Services	DW Services
Staff Salaries	\$ 14,542.50	\$ 5,089.88	\$ 9,452.63
Staff Fringe Benefits	\$ 3,012.50	\$ 1,054.38	\$ 1,958.13
Subtotal Training/Support Costs	\$ 17,555.00	\$ 6,144	\$ 11,411

Total Project Costs	Line Item Totals	AW Services	DW Services
Total Program Costs	\$ 283,800	\$ 99,329.83	\$ 184,470
Profit @ 8%	\$ 21,200	\$ 7,420.00	\$ 13,780
Total Program Costs**	\$ 305,000	\$ 106,750	\$ 198,250

Attachment B-1

Of the Fifth Amendment

(Amended October 2013)

Federal Budget PY 2013 – 2014

Agency Name: General Management Solutions, Inc. (GMSI)

10/01/2013 - 03/31/2014 (3rd Installment)

Program Costs	Line Item Totals	DW Services
Staff Salaries	\$ 22,600.00	\$ 22,600.00
Staff Fringe Benefits	\$ 5,900.00	\$ 5,900.00
OJT Federal	\$ 146,300.00	\$ 146,300.00
Subtotal Training/Support Costs	\$ 174,800.00	\$ 174,800
Total Project Costs	Line Item Totals	DW Services
Total Program Costs	\$ 174,800	\$ 174,800
Profit @ 8%	\$ 15,200	\$ 15,200
Total Program Costs**	\$ 190,000	\$ 190,000

* Includes 10% of Marschel Warren

* Includes Benefits

Attachment C

FINANCIAL ASSURANCES AND CERTIFICATION

- A. The Program Applicant (hereinafter referred to as the "Contractor") assures that it will fully comply with the requirements of the Workforce Investment Act (Public Law 105-220) and its regulations, the WIA Local Area Plan approved by the DWDB, and the North Carolina Division of Workforce Development.
- B. The Contractor assures that it will administer its services under the WIA in full compliance with safeguards against fraud and abuse as set forth in WIA and the WIA Regulations; that no portion of its WIA service will in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any person on the grounds of race, color, national origin, religion, age, sex, disability, or political affiliation or belief; that it will target employment and training services to those most in need of them.
- C. The Contractor assures that it will administer its services funded under the WIA in accordance with these provisions: (1) a trainee will receive no payments for training activities in which the trainee fails to participate without good cause; (2) on-the-job training participants will *be* compensated by the employer at the same rate, including periodic increases, as similarly situated employees or trainees and in accordance with applicable law, but in no event less than the higher of the rate specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 of the applicable State Minimum Wage Law; and (3) participants employed in activities authorized under the Act must be paid wages which will not be less than the highest of (a) the minimum wage under Section 6(a)(1) of the Fair Labor Standards Act of 1938, (b) the minimum wage under the applicable State Minimum Wage Law, or the prevailing rates of pay for individuals employed in similar occupations by the same employer.
- D. The Contractor assures that it will administer its services under the WIA in full compliance with health and safety standards established under State and Federal law and that conditions of employment and training be appropriate and reasonable in light of such factors as the type of work, geographical area and proficiency of the participant.
- E. The Contractor assures that all staff and participants/enrollees paid from the grant funds and employed in any service will be covered by workers compensation benefits in accordance with State law; that enrollees in WIA work-related training will be provided accident or medical insurance to cover any injury resulting from participation in the program; and that enrollees employed in subsidized jobs will be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work.
- F. The Contractor assures that no funds available under the WIA will be used for contributions on behalf of any enrollee to retirement systems or plans; to impair existing conditions for services or collective bargaining agreements; to assist, promote, or deter union organization; and to displace any currently employed worker.
- G. The Contractor assures that no enrollee will be employed or fill a job opening when any other individual is on layoff from the same or substantially equivalent job, or when the employer terminates the employment of any regular employee or otherwise reduces its work force with the intention of filling vacancies so created by hiring participants subsidized under the Act; and no funds may be used to create promotional lines that infringe upon any current promotional opportunities.
- H. The Contractor assures compliance with all federal rules and regulations which prohibit *the* use of WIA funds to lobby the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant or loan. If lobbying has occurred utilizing other than Federal appropriated funds, the Contractor agrees to file a disclosure report if applicable.

- I. The Contractor assures and certifies that it is in compliance with federal rules and regulations, Debarment and Suspension, 29 CFR Part 98 and is not presently debarred, suspended, for debarment, declared ineligible, or involuntarily excluded from participation in this transaction by any Federal department or agency.
- J. The Contractor assures and certifies that the Contractor has in place an established grievance procedure to be utilized for grievances or complaints about its program and activities from participants/enrollees, sub-grantees, and subcontractors and other interested parties.
- K. The Contractor will comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) which requires fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
- L. The Contractor will comply with the provisions of the Hatch Act, which limits the political activity of certain State and local government employees and enrollees in federally funded programs.
- M. The Contractor will comply with NC-GS-234, which prohibits public officials and employees from having a personal interest in any contract to which s/he is also a party in an official capacity.
- N. The Contractor assures and certifies that it will comply with restrictions regarding conducting business with businesses on the Environmental Protection Agency's List of Violating Facilities. Contracts and subcontracts in excess of \$100,000, or circumstances where the Division of Workforce Development has determined that orders under an 'indefinite quantity financial agreement' in any year will not exceed \$100,000, or *if* a facility to be used has been the subject of a conviction under the Clean Air Act [42 U.S.C. 1319 (c)] and is listed by the Environmental Protection Agency (PA) or is not otherwise exempt, the Contractor assures that: (1) no facility to be utilized in the performance of the grant has been listed on the EPA List of Violating Facilities; and (2) it will notify the DWDB, prior to award of the receipt of any communication from the Director of Federal Activities, U.S.E.P.A., indicating that a facility to be utilized for a contract is under consideration to be listed on the EPA List of Violating Facilities.
- O. The Contractor will comply with the provisions of nepotism related to federally funded programs.
- P. The Contractor assures and certifies that enrollees will not be employed on the construction, operation, or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place for religious worship.
- Q. The Contractor assures and certifies that it, and all of its subcontractors, will comply with applicable provisions of the following laws as they relate to employment and training procedures:
 - The Drug Free Workplace Act
 - The Immigration Reform Act
 - The American's with Disabilities Act
 - The Davis-Bacon Act
 - Child Labor Laws
 - The Fair Labor Standards Act

Certification

This is to certify that all specifications contained in the DWDB's Request for Proposal have been read, understood, and addressed in the proposal; that the required format has been followed; that all of the information contained in this proposal is true and correct that the Contractor organization will comply with all of the above assurances; and that this proposal has been duly authorized by the governing body of the Contractor organization.

CONTRACTOR NAME _____

SIGNATURE _____ DATE _____