

SUMMER YOUTH JOBS PROGRAM AGREEMENT NO. 10-H1047 BETWEEN THE CITY OF HAWTHORNE AND THE CITY OF LONG BEACH

THIS AGREEMENT is made and entered into this 3rd day of Aug 2010, by and between the **City of Hawthorne**, a municipal corporation, on behalf of the South Bay Workforce Investment Board (SBWIB) hereinafter referred to as "City" and **City of Long Beach**, a municipal corporation, and administrative entity for the Pacific Gateway Workforce Investment Network, hereinafter referred to as "Contractor" with it's principal place of business located at 3447 Atlantic Ave., Long Beach, CA 90807.

WHEREAS, the City is the Administrative Entity for the South Bay Workforce Investment Board (SBWIB) and is authorized to act for purposes of this Agreement; and

WHEREAS, the County of Los Angeles Department of Public Social Services has received funding under the American Recovery and Reinvestment Act of 2009 (ARRA) which established the Emergency Contingency Funds (ECF) for subsidized employment; and

Los Angeles County Boards of Supervisors, has authorized the City to enter into contracts with appropriate Youth Job providers; and

WHEREAS, the City desires to provide summer youth jobs services to eligible youth; and

WHEREAS, Contractor is an agency specializing in providing summer youth jobs services and is an appropriate Youth Job provider; and

WHEREAS, Contractor desires to participate in the Summer Youth Employment Program (SYEP) and has warranted its qualifications to provide services set forth in this Agreement.

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

I - CONTRACTOR REQUIREMENTS/RESPONSIBILITIES

Contractor shall be required to provide Summer Youth Jobs Program's services set forth in

the Exhibits listed below, attached hereto and incorporated herein by this reference:

Exhibit A – Statement of Work & Technical Exhibits

Exhibit A1-- Funding and Enrollments Chart

Exhibit B – SBWIB ECF SY Budget Forms-2010

Exhibit C – SBWIB's In-Kind Form

Exhibit D- -SBWIB ECF SY Invoice Format-2010

Exhibit E -- -Contractor Employee Acknowledgment & Confidentiality Agreement

Exhibit E1—Contractor Non-Employee Acknowledgement & Confidentiality Agreement

Further Responsibilities.

Contractor shall:

A. Provide services funded under this Agreement only to individuals determined eligible under Summer Youth Jobs Program guidelines as designated by the County of Los Angeles/South Bay Workforce Investment Board (SBWIB).

1. Provide facilities which are adequate to fulfill the requirements of this contract.
2. Provide services as described in Statement of Work, Exhibit A, and Funding and Enrollment Chart, Exhibit "A1".

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

II - COMPENSATION

A. The parties agree that this shall be a cost reimbursement agreement. Only allowable program costs described in Contractor's Budget Forms "Exhibit B" shall be reimbursed for actual expenditures incurred during the program year, not to exceed budgeted amounts for which the Contractor has adequate supporting documentation of such expenditures. The Contractor shall not request reimbursement based upon unbudgeted amounts and in no case shall the total amount of reimbursement by City under this Agreement exceed the sum of **\$3,855,000.**

B. Contractor shall bill City monthly in arrears for actual prior month expenditures in

accordance with procedures set forth by the City and SBWIB.

C. The parties agree that the City reserves the right to prorate Contractor=s reimbursement based upon the cost per participant and the number of participants enrolled as described in Contractor=s Funding and Enrollment Chart, Exhibit "A1". In addition, a percentage of total costs, or the final payment which represents a percentage of total costs, may be held pending Contractor=s adherence to performance measurements.

D. The City reserves the right to withhold or refuse payment for Contractor=s failure to meet minimum performance requirements.

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

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

1. The acceptance by the City of the performance of the Contractor under the terms of this Agreement.

2. This Agreement is funded solely under the County of Los Angeles ECF 2010 Summer Youth Employment Program. On February 17, 2009, the President signed the American Recovery and Reinvestment Act of 2009 (ARRA), which establishes the ECF for subsidized employment. ECF will provide 80% of the cost a County incurs in subsidized employment program and counties must cover the remaining 20%. Based on ECF guidelines, the supervision costs will count toward the 20%; therefore, the Contractor shall contribute supervision costs as in-kind and/or cash toward the 20% matching funds. Contractor is responsible for this 20% match.

3. In the event the program is canceled or funds to the City are terminated, this Agreement will likewise terminate.

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

5. Payments to the Contractor may be withheld by the City if the Contractor fails to comply with the provisions of this Agreement.

6. Contractor shall be responsible to repay any disallowed costs as determined by the County, City, or its agent, the State or the Department of Labor.

III -INVOICE AND PAYMENT

A. Payments shall be made monthly in arrears for services performed, provided that Contractor is not in default under any provision of this Agreement, and has submitted a complete and accurate invoice statement of payment due. Monthly SYEP invoices are **due by the fifth (5th)** after the end of the month in which services were provided, **or payment may be delayed.** Contractor shall invoice actual costs each month for administrative and program costs associated with SYEP. Contractor shall attach a report of employee time spent on each summer youth activity to the SBWIB's ECF SY Invoice Form. The required documents may be scanned and emailed or sent on a disk to the SBWIB. Failure to submit timely and accurate monthly invoices will result in a contract discrepancy and a delay in payment. It is the responsibility of the Contractor to reconcile or correct inaccuracies or inconsistencies in the invoices submitted and notify the SBWIB of any overpayments.

B. Contractor shall prepare a monthly invoice in a format similar to Exhibit D, SBWIB's ECF SY Invoice Form. **Contractor shall also attach a copies of the SBWIB'S In-Kind Claims Form (Exhibit C); invoices for any supplies purchase for the program, as well as**

the accounting reports and payroll register for participant's wages.

Contractor is responsible for the 20% match contribution. The In-Kind Match or cash contribution shall provide at least the 20% of the total invoice amount and may be contributed by Worksite supervisors. Up to 80% of the total invoice amount shall be reimbursed by ECF.

1. Contractor shall complete Exhibit C, SBWIB's In-Kind Claims Form.

Contractor must complete the in-kind form for each SYEP participant prior to being placed at the worksite and shall keep a completed copy of the form in each participant's file.

2. If Contractor's supervision hourly rate per participant is greater than \$3.50, the 20% in-kind match is met. Contractor shall bill the employer the difference between the employer's hourly rate and \$3.50, if the employer's supervision hourly rate is less than \$3.50. This can be calculated by multiplying this difference by the number of wage-hours paid to the SYEP participant. Contractor shall credit any funds received from the employer in the Monthly Invoice Administrative Cost for ECF/Paid Work Experience (PWE) Services Only (Exhibit D).

3. Exhibit C, SBWIB's In-Kind Claim Form shall be updated whenever there is a change in employment status for the SYEP participant. Changes include but are not limited to changes in job assignments, employer and wages.

4. Contractor shall ensure that Worksites complete Exhibit C, SBWIB's In-Kind Claim Form. Contractor will ensure that Worksites completes the form for each SYEP participant and shall keep a completed copy of the form and applicable supporting documentation in each participant's file.

C. Upon City's/SBWIB's review and approval of accurate invoices, City/SBWIB shall authorized payment and process the approved invoice for administrative/program costs.

D. As this Agreement is awarded to a public agency, the Agreement payment will be

subject to cost reimbursement requirements.

E. Contractor shall have no claim against City/SBWIB for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify City/SBWIB and shall immediately repay all such fund to City/SBWIB. Payment City/SBWIB for services rendered after expiration/termination of this Agreement shall not constitute a waiver of City's/SBWIB's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

F. **Advance Payment Request** is at the County's sole discretion, funds may be advance to Contractor upon City receipt of County funds. Advance funds will cover payroll obligation that are expected to be substantial during the implementation of expanded subsidized employment under ECF SYEP If Contractor's request for an advance payment is granted, City shall issue an advance payment for the SYEP upon receipt of funds from the County. The advance funds must not exceed n/a and the advancement of funds must be in compliance with all applicable County rules and regulations as advance funds will be paid through County funds and not ECF.

1. Contractor may request an advance not to exceed n/a for the period of May 13, 2010 through June 30, 2010. Contractor may request advanced funds via an invoice clearly labeled Advance Invoice for SYEP. Contractor must provide all necessary information and documentation as required by the County to ensure compliance with all applicable rules and regulations. The Advance Invoice should be supported by documentation justifying the requested amount including information that is essential to effect the implementation of the SYEP. The documentation should provide for the projected number of participants and the associated costs necessary for carrying out the Agreement's scope of work. County reserves the right to reduce the

advanced payment amount at its discretion. Advances must be repaid to City by June 30, 2010, as described in paragraph 2, hereunder, and cannot required County to commit funds beyond the current term of the Agreement.

2. City shall fully recoup all advances issued for the period of May 13, 2010 through June 30, 2010 by June 30, 2010 by offsetting the advanced amounts from Contractor's invoice received in June 2010. If any additional recoupment is necessary after the June 2010 invoice has been offset, Contractor shall pay the difference to City within three (3) business days (but not later than July 8, 2010) of the final determination by City that additional recoupment is necessary.

G. At County's sole discretion, funds may be advanced to Contractor for SYEP during the first week of July 2010 for the period of July 1, 2010 through September 30, 2010. The advance funds must not exceed n/a and the advance of funds must be in compliance with all applicable County rules and regulation as dance funds will be paid through County funds not ECF.

1. Contractor may request an advance not to exceed n/a for the period of July 1, 2010 through September 30, 2010. Contractor may request advanced funds via an invoice clearly labeled Advance Invoice for SYEP. Contractor must provide all necessary information and documentation as required by the County to ensure compliance with all applicable rules and regulations. The Advance Invoice should be supported by documentation justifying the requested amount including information that is essential to effect the implementation of the SYEP. The documentation should provide for the projected number of participants and the associated costs necessary for carrying out the Agreement's scope of work. County reserves the right to reduce the advanced payment amount at its discretion. Advances must be repaid to City by September 30, 2010, as described in paragraph 2, hereunder, and cannot required County to commit funds beyond the current term of the Agreement.

2. City shall fully recoup all advances issued for the period of July 1, 2010 through September 30, 2010 by September 30, 2010 by offsetting the advanced amounts from Contractor's invoice received in August 2010, September, and October 2010.. If any additional recoupment is necessary after the October 2010 invoice has been offset, Contractor shall pay the difference to City within three (3) business days (but not later than October 31, 2010) of the final determination by City that additional recoupment is necessary.

H. Contractor shall comply with all applicable State and County regulations in regards to interest earned on advances. This includes maintaining separate, interest-bearing bank accounts for cash advances and returning to the City any interest eared on the advances.

IV -- TERM OF AGREEMENT

The term of this Agreement shall be from **May 13, 2010 to September 30, 2010**. The parties may extend this Agreement for one (1) year upon the same terms and conditions as are set forth in this Agreement. Any such extension shall be in writing, signed by an authorized representative of each party, and entered into prior to the expiration of this Agreement.

V -- MODIFICATIONS/AMENDMENTS

This contract fully expresses the agreement of the parties. Any modifications or amendment of the terms of this `contract must be by means of a separate written document approved by the City. No oral conversation between any officer or employee of the parties shall modify this Agreement in any way.

VI -- ASSIGNMENTS AND CONTRACTORS

A. Contractor shall neither assign this Agreement nor enter into any subcontract for the

performance of services required herein without securing the prior consent of City. Any attempt by the Contractor to subcontract any performance of services under this Agreement without the prior written consent of the City shall be null and void and shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement in accordance with the provisions of Section XXI of this Agreement.

B. Contractor=s request to the City for approval to enter into a subcontract shall include:

1. A description of the services to be provided by the Contractor.
2. Identification of the proposed Contractor and a description of the manner in

which the proposed Contractor was selected, and a statement of the extent of competition, if any, involved in the award of the subcontract.

3. Any other information or certification requested by the City/SBWIA.

C. In the event the City/SBWIA consents to subcontracting, all applicable provisions and requirements of this Agreement shall be made applicable to such subcontract. To accomplish this requirement, the Contractor shall include in all subcontracts the following provision:

A This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all the provisions of such prime contract. All representations and warranties under this subcontract shall inure to the benefit of the County of Los Angeles.@

D. All subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the City/County of Los Angeles. The making of subcontracts hereunder shall not relieve the Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate all the work of the Contractor and any Contractor. Approval of the provisions of any subcontract by the City shall not be construed to constitute a

determination of the allowability of any cost under this Agreement.

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

F. The Contractor shall be solely liable and responsible for any and all payments and other compensation for all Contractors and the City shall have no liability or responsibility with respect thereto.

G. The Contractor shall not assign or subcontract any part or all of its interest in this Agreement without written approval from the City.

H. All applicable provisions and requirements of this Agreement shall apply to any subcontracts or agreements. Procurement of Contractors and/or vendor services must be in compliance with appropriate City, County, State, and federal regulations, directives, and policies. Subcontracts must be in writing and a copy of each subcontract must be made available upon request.

VII -- INSURANCE

A. General Liability Insurance

Contractor shall procure and maintain general liability insurance protecting Contractor and City of Hawthorne, County of Los Angeles, its Special Districts, its officials, officers and employees against claims arising from bodily injury or death to persons occurring on Contractor's business premises or otherwise through Contractor's operation or performance under this Agreement. Said insurance shall consist of combined single limit liability coverage in an amount of \$2,000,000 or other equivalent coverage as approved by the City Attorney.

B. Automobile Insurance

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

C. Worker Compensation

Contractor shall provide worker compensation insurance coverage and benefits which complies with provisions of the California Labor Code, covering all employees for which Contractor is responsible.

In all cases, the above insurance shall include Employers' Liability coverage with limits of not less than the following"

Each Accident:	\$1 million
Disease –policy limit:	\$1 million
Disease- each employee:	\$1 million

D. Crime Coverage

A comprehensive crime insurance policy with limits in amounts not less than indicated below covering against loss of money, securities, or other property as applicable to this Agreement, for employee dishonesty, forgery, or alteration, theft, disappearance and destruction, computer fraud, or burglary and robbery, and naming City and County as loss payee.

Employee Dishonesty:	\$25,000.00
Forgery, Alteration, Computer Fraud, Theft:	\$25,000.00
Disappearance and Destruction:	\$25,000.00

E. Certificates of Insurance

Contractor shall furnish to City 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, County of Los Angeles, its Special Districts, its officials, officers and employees shall be named as additional insured.
2. Insurance shall not be canceled or terminated without thirty (30) days written notice to City.
3. Insurance shall be primary and any insurance held by City for its own protection shall be excess and shall be effective only upon exhaustion of Contractor's insurance.
4. Insurance shall be maintained for the duration of this Agreement, including any period extended beyond the expiration date of this Agreement required to complete performance as stipulated in Section III.

F. Self-Insurance

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

VIII -- HOLD HARMLESS

City and contractor agree to defend, indemnify and hold harmless each other against any and all liability, expenses and claims arising from their respective acts or omissions, including

attorney's fees and costs. City shall be responsible for damages caused by the negligence of its directors, officers, employees, and duly authorized volunteers occurring in the performance of this agreement. Contractor shall be responsible for damages caused by the negligence of its directors, officers, employees and duly authorized volunteers occurring in the performance of this agreement. It is the intention of the City and Contractor that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective directors, officers, employees and duly authorized volunteers.

City and Contractor by this Agreement shall not assume any liability nor shall they be liable for the negligent or wrongful acts or omissions or for any indebtedness or obligations of the other party attributable to the services required to be performed or caused by the disbursement and use of County funds under this Agreement.

IX -- OCCUPATIONAL SAFETY AND HEALTH ACT

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

X -- COMPLIANCE WITH LAWS

Contractor certifies and agrees that it will fully comply with all applicable requirements of the California Department of Social Services, all regulations, rules and policies issued pursuant to the enabling statute(s), and applicable ordinances, rules, policies, directives, and procedures adopted by the City for which the Contractor is provided actual or constructive notice. The City reserves the

right to review the Contractor=s procedures to ensure compliance with the statues, ordinances, regulations, rules, rulings, policies and procedures of the State and the federal government, as applicable. The Contractor certifies and agrees that it shall comply with all applicable federal, State and local laws, rules regulations, ordinances, and directives, and all provisions required to be included in this Agreement are incorporated by this reference. The Contractor shall indemnify and hold the City harmless from any loss, damage or liability resulting from a violation by the Contractor, its agents, officers and employees of any such laws, rules, regulations, ordinances, and directives.

The Contractor agrees to comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to: California Welfare & Institutions Code (WIC) ; California Department of Social Services (CDSS) Manual of Policies and Procedures; Social Security Act; State Energy and Efficiency Plan (Title 24, California Administrative Code); Clean Air Act (Section 306, 42 USC 1857 (h)); Clean Water Act (Section 508, 33 USC 1368); Equal Employment Opportunity (EEO) (Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR Part 60) and Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15), Cost Principals for Sate, Local Governments, OMB Circular A-122, Audits of State, Local Governments, and Non-Profit Organizations, OMB circular A-133.

Contractor shall maintain all licenses require to perform the Agreement, Contractor shall indemnify and hold City harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of Contractor of such laws, rules, regulations, ordinances, directives, provisions, licenses, and permits, including but not limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination.

XI--CHILD ABUSE /ELDER ABUSE REPORTING/FRAUD REPORTING

Contractor staff working on this Agreement shall comply with California Penal Code (herein after "PC" Section 11164 and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within 24 hours and shall submit all requirement information, in accordance with the PC Sections 11166 and 11167.

Contractor staff working on this Agreement shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County Adult protective service agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working of this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

Contractor staff working on this Agreement shall also immediately report all suspected or actual welfare fraud situations to the County.

XII -- RECORDS

A. Retention

The Contractor shall make any and all Summer Youth Jobs-related records, reports, participant files, and other documentation and physical evidence, in addition to documents required by this Agreement, as may reasonably be requested by the City, available for inspection and audit by any federal, state, County or City agency, upon request, for five (5) years from the termination date of this Agreement. In the event the litigation, unresolved audits and/or unresolved claims, the Contractor agrees to retain all such records, reports, participant files, and other documentation and

physical evidence beyond the three-year period, until all such litigation, audits, and claims have been resolved.

B. Location

The Contractor shall inform the City in writing of the exact location where all records, reports, participant files, and other documentation and physical evidence are to be retained within thirty (30) days of the beginning date of this Agreement. The Contractor shall inform the City in writing of any location changes within ten (10) days from the date the records, reports, participant files, and other documentation and physical evidence are moved. Any transfers of the records, reports, beyond the boundaries of the County of Los Angeles shall require prior written approval by the City. If this Agreement ceases operations prior to five (5) years from the beginning date of this Agreement or before all litigation, audits and claims have been resolved, the Contractor shall provide the name, address, and telephone number of the Contractor=s representative plus an inventory of all such records, reports, participants files, and other documentation and physical evidence.

XIII--REPORTING REQUIREMENTS

A. General Reporting

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

B. Summer Youth Jobs Monthly Invoice and Close-Out

1. On or before five (5) working days of each month, Contractor shall submit to the City, on forms provided by the City, a complete and accurate monthly Summer Youth Jobs' invoice, including allowable accruals. Allowable accruals as used in this Agreement shall refer to expenses that can be accurately measured and estimated for inclusion in the total cost reported on the closeout

of the grant within the contracted period. Any other costs not included will be considered disallowed.

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

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

C. MIS Reporting

Contractor shall enter all required participant and worksite data into the L.A. County CSS SYEP MIS System (WEB Ex) as required and shall provide Participant and Program Reports as required by City within 10 days of receipt of request.

XIV -- INVENTIONS, PATENTS AND COPYRIGHTS

A. Reporting Procedure

If any project produces patentable items, patent rights, processes, or inventions in the course of work under a DOL grant or agreement, the Contractor shall report the fact promptly and fully to the City. The City shall report the fact to the Grant Officer, at DOL. Unless there is a prior Agreement between City and the DOL and its representative on these matters, the DOL shall

determine whether to seek protection on the invention or discover, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the AGovernment Patent Policy@ (President=s Memorandum for Heads of Executive Departments and Agencies, August 23, 1971, and Statement of Government Patent Policy as printed in 36 CFR 16889).

B. Copyright Policy

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

The U.S. Department of Labor reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: The copyright in any work developed under any grant, subgrant, or agreement under a grantor subgrant; and,

1. Any right of copyright to which a grantee, subgrantee or a Contractor purchases ownership with grant support.
2. Contractor shall comply with the requirements of 29 CFR Part 97.34.

C. Rights to Data

The U.S. Department of Labor and the City shall have unlimited rights to any data first produced or delivered under this Agreement. Contractor shall comply with the provisions of 29 CFR, Part 97.34.

XV -- CONFIDENTIALITY REQUIREMENTS

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

B. Confidentiality of State/County Records

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

1. Keep all information furnished by State/County agencies strictly confidential, and make the information available to its own employees only on a need-to-know basis, as specifically authorized in this Agreement. Instruct all employees with State/County information

access regarding the confidentiality of this information and of the penalties for unauthorized use or disclosure found in section 1798.55 of the Civil Code; section 502 of the Penal Code; section 2111 of the Unemployment Insurance Code; section 10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.

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

XVI---CRIMINAL CLEARANCES

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

B. Contractor shall immediately notify City of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or Subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.

C. Contractor agrees not to engage or continue to engage the services of any person

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

D. ~~All Contractors staff performing work under this Agreement shall undergo and pass, to the satisfaction of City, a background investigation as a condition of beginning and continuing to work under this Contract. City shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.~~

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

XVII--CERTIFICATIONS

A. Debarment and Suspension Certification: By signing this Agreement, the Contractor hereby certifies under penalty of perjury under the laws of the State of California the Contractor will comply with regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR

part 98, Section 98.510, that the prospective participant, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transitions by any federal department or agency;
2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification;
4. Have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause of default.
5. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

B. Lobbying Restrictions: By signing this Agreement the Contractor hereby assures and certifies to the lobbying restrictions which are codified in the DOL regulations at 29 CFR Part 93.

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

Agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Agreement, the Contractor shall complete and submit Standard Form - LLL (Exhibit 1), "Disclosure Form to Report Lobbying", in accordance with its instructions.

C. Nepotism: The Contractor certifies that it shall not hire nor permit the hiring of any person in a position funded under this Agreement if a member of the person's immediate family is employed in an administrative capacity by the Contractor. For the purpose of this Agreement, the term "immediate family" means spouse (common law or otherwise), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by the Contractor. The term "administrative capacity" means persons who have overall administrative responsibility for a program, including but not limited to selection, hiring, or supervisory responsibilities.

D. Drug Free Workplace Compliance: The Contractor hereby warrants and certifies that it shall comply with the requirements of the California Drug-Free Workplace Act of 1990 (Cal. Gov. Code Section 8350 et seq.), as amended, including provision of the requisite certification as set forth therein.

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

color, national origin, ancestry, physical handicap, medical condition, marital status or sex.

F. Child Support Compliance Program: Contractor, by signing this Agreement, hereby certifies compliance with the County's Child Support Compliance Program (County Code Chapter 2.2000) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor further certifies that it is now in compliance and shall, during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earning Withholding Orders or Children Support Services Department Notices of Wages and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Contractor's failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this Agreement or both and the Contractor may be ineligible for award of future Agreements if City determines that any of the following has occurred: (1) False certification, or (2) Violation of the certification by failing to carry out the requirements as noted above.

G. Contractor, by signing this Agreement certifies and acknowledges that Los Angeles County of Board of Supervisors places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all Contractors during business with the County to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The Department of Public Social Services will supply Contractor with the poster to be used. It is also available on the Internet at www.babysafela.org for printing purposes.

XVIII -- FISCAL ACCOUNTABILITY

Contractor shall establish and maintain a sound financial management system, based upon Generally Accepted Accounting Principles. An integral part of the required financial management system is a system of internal accounting controls that will provide reasonable assurance that SBWIB and County assets are safeguarded against loss from unauthorized use or disposition, and that accounting transactions affecting SBWIB and County fund accountability are properly charged to cost categories that permit the preparation of accurate and supportable financial reports

XIX -- NOTICES

All notices to be given in accordance with this Agreement shall be deemed served by (1) enclosing same in a sealed envelope addressed to the party intended to receive the same at the address indicated herein and deposited postage prepaid in the United States Postal Service, or by (2) personal service. For these purposes, the addresses of the parties shall be as follows:

City

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

City

City of Hawthorne
4455 W. 126th St.
Hawthorne, CA 90250
Attn: Jim Mitsch, Interim City Mgr.

Contractor

Pacific Gateway Workforce Investment Network
3447 Atlantic Ave.
Long Beach, CA 90807
Attn: Bryan Rogers, Executive Director

XX-- PROGRAM INCOME FOR NON-PROFIT AND PUBLIC AGENCIES

Program income is earned through the activities funded by this Agreement. For further definition of program income and requirements for its use, Contractors are referred to WIA section

195(7)(A)(B)(i)(ii) and 20 CFR Section 667.300 which is herein incorporated by reference.

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

XXI C AUDITS AND INSPECTIONS

Contractor shall comply with audit requirements as identified in respective Office of Management and Budget (OMB) Circulars and other applicable Federal, State, County and local policies and regulations. Contractor shall be responsible for determining whether it is subject to the OMB Circulars, or other federal auditing requirement, and, if so, shall be responsible for compliance with the audit and requirement thereof. Such audits shall be paid for by the Contractor.

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

The City shall have the authority to examine the books and records used by the Contractor in accounting for expenses incurred under this Agreement. Should these books and records not meet

the minimum standards of the accepted accounting practices of the City, the City reserves the right to withhold any or all of its funding to the Contractor until such time as they do meet these standards.

The City shall have the authority to examine all forms and documents used, including, but not limited to, purchase requisitions, purchase orders, supply requisitions, invoices, journal vouchers, travel vouchers, payroll checks, and other checks used by the Contractor until such time as they do meet these standards.

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

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

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

XXII -- COMPLAINT RESOLUTION PROCEDURES

A. Complaints

1. Contractor shall establish written procedures to resolve client grievances. At the request of SBWIB's GAIN Manager, Contractor shall submit such procedures to SBWIB within

five (5) calendar days from the date of the request.

2. Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. Within fifteen (15) business days after this Agreement's effective date, Contractor shall provide the SBWIB's with the Contractor's policy for receiving investigating and responding to user complaints.

3. If, at any time, Contractor wishes to change their user complaint policy, Contractor shall submit changes to SBWIB for approval before implementation.

4. If SBWIB request changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five (5) business days.

5. Contractor shall preliminarily investigate all complaints and notify SBWIB's Procurement and Contracts Manager of the status of the investigation within five (5) business days of receiving the complaint.

6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

7. Copies of all written complaints responses shall be sent to SBWIB within five (5) business days of mailing to the compliant.

B. Contractor shall provide each participant with a copy of its internal participant complaint's procedures upon enrollment into the program or during orientation. In the event that Contractor subcontracts with another party for the provisions of summer youth services, the Contractor shall require that the participant receive access to their grievance procedures at each tier of service.

C. Contractor shall not discriminate or retaliate against any person, or deny to any person a benefit to which that person is entitled under the provisions of this Agreement because such person has filed a complaint, has instituted or caused to be instituted any proceeding under or related

to this Agreement, has testified or is about to testify in any such proceeding or investigation, or has provided information or assisted in any investigation.

XXIII -- DISPUTES RESOLUTION AND BREACH

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

If the dispute is not resolved within thirty (30) days of such request, City through its agent, shall review the disputed matter and, after consultation with the SBWIA Administration and the Contractor, reach a resolution. Contractor shall be issued a decision in writing which shall bind all parties.

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

B. Breach: In the event any party fails to perform, in whole or in part, any promise, covenant, or agreement herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein with respect to termination, if any, except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

XXIV -- DEFAULTS, PROBATION, SUSPENSION, TERMINATION AND SANCTIONS OF FUNDING

A. Defaults:

Default, as used in this Agreement, shall mean instances when Contractor fails for any reason

to comply with the obligations of this Agreement within the term of Agreement for this Contract. Actions that come as a result of Contractor=s default shall include but are not limited to the following:

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

B. Probation

1. The City may place Contractor on probation for failure to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.
2. Said notice shall set forth the period probation, the reasons for probation, and the specific conditions of non-compliance.
3. Within five (5) working days, the Contractor shall reply in writing, setting forth the corrective actions which will be undertaken, subject to City approval in writing.

C. Suspension

1. It is mutually understood and agreed that failure of Contractor to comply with any provision of this Agreement, its Exhibits or Attachments is cause for suspension of payments and/or referrals.
2. The City may immediately suspend payments to Contractor prior to termination of this Agreement in whole or in part for the following causes(s):
 - a. Failure of Contractor to comply in any respect with either the terms and/or conditions of this Agreement.

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

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

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

3. Upon suspension of funds, for whatever reason, Contractor agrees not to expend any further funds related to the performance of this Agreement without the express, written consent of City/Administrative Entity.

D. Termination

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

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

b. Termination by the County of Los Angeles of grant to the City under which this Agreement is made .

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

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

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

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

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

XXV

ENTIRE AGREEMENT

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

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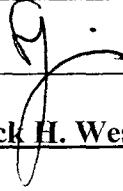
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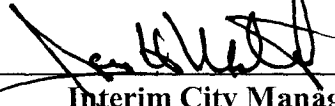
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IN WITNESS WHEREOF, the parties hereto have agreed on this date and year first above written.

By: CITY OF LONG BEACH
Signature:  Assistant City Manager
Name: Patrick H. West EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.
Title: City Manager

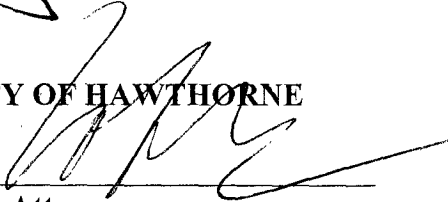
ATTEST:

CITY OF HAWTHORNE


Interim City Manager

City Clerk

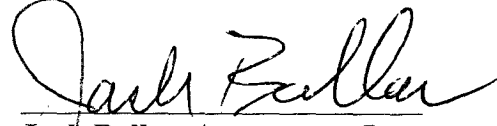
CITY OF HAWTHORNE

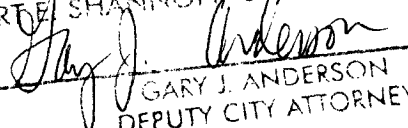

City Attorney

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney


Jack Ballas, Attorney-at-Law

APPROVED AS TO FORM
June 3, 2010
ROBERT E. SHANNON, City Attorney
By 
GARY J. ANDERSON
DEPUTY CITY ATTORNEY

STATEMENT OF WORK

STATEMENT OF WORK

SCOPE OF WORK

On April 6, 2010, the Los Angeles County Board of Supervisors adopted the Los Angeles County 2010 Summer Youth Employment Program. The purpose of the program is to provide paid work experience to youth between the ages of 14 and 19 in CalWORKs or Food Stamp households; foster youth ages 14 through 19 living with a relative whose income level is under the 200% Federal Poverty Level (FPL); former foster youths between the ages of 18-24 living with a relative whose income is under the 200% FPL and there is a related minor child in the home, or General Relief (GR) youth between the ages of 18-24 living with a relative whose income is under the 200%FPL and there is a related minor child in the home. The Program will be ending **September 15, 2010**. Youth may work **100 to 320 hours** with **an average of 180 hours** for all participants. In accordance with the California Labor Code, youth will receive at least minimum wage. Contracted employment opportunities are provided in partnership with the Local Workforce Investment Boards.

Priority will be given to foster youth during the period of June 1 through June 30, 2010. Foster youth must meet the following **eligibility guidelines:

- Currently a Foster Youth 14-19, living in a (needy family) household, which is receiving CalWORKs and/or Food Stamps.
- Former Foster Youth (transition-aged) ages 18-24, living with a relative who is receiving CalWORKs and/or Food Stamps. Please note that in addition to the youth requesting SYEP, there must be a related (to applicant) minor child in the home.)

**** Please refer to Draft ECF SYEP Eligibility Guidelines which was forwarded to you by email.**

QUALITY CONTROL

Contractor shall establish and utilize a comprehensive Quality Control Plan to assure City a consistently high level of service throughout the term of this Agreement. The Plan shall be submitted to the SBWIB GAIN Manager for review and approval prior to Agreement start date. Revisions to the Plan shall be submitted as changes occur.

The SBWIB GAIN Manager or alternate shall: 1) have full authority to monitor the Contractor's performance in the daily operation of this Agreement Contract; 2) provide direction to Contractor in areas relating to policy, information and procedural requirements, and 3) negotiate with Contractor on changes in service requirements.

The plan shall include, but may not be limited to, the following:

- Method for assuring that licensed staff renders the services under this Agreement;

- Method of monitoring to ensure that all Contract requirements are being met; and
- A record of all inspections conducted by Contractor, the corrective action taken, the time the problem is first identified, a clear description of the problem, and the time elapsed between identifying and completed corrective action, shall be provided to City upon request.
- All performance requirements issues will be reported to the SBWIB GAIN Manager.

QUALITY ASSURANCE PLAN

City or its agent will evaluate Contractor's performance under this Agreement on not less than quarterly. Such evaluation will include assessing Contractor's compliance with all Agreement terms and conditions and SYEP Performance Measures. Contractor deficiencies which City determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected shall be reported to the County. The report will include improvement/corrective action measures taken by City and Contractor. If improvement does not occur consistently with the corrective action measures, City may terminate this Agreement or impose other penalties as specified in this Agreement.

- **Agreement Discrepancy Report (ADR) (Technical Exhibit 2.0)** – Should the City/SBWIB there is a Agreement Discrepancy, the SBWIB GAIN Manager will notify the Contract as soon as possible whenever a Agreement discrepancy is identified. For Agreement discrepancies in which a ADR is not issued, the problem shall be resolved within a time-period mutually agreed upon by City/SBWIB AND contractor. The SBWIB GAIN Manager will determine whether a formal Agreement Discrepancy Report shall be issued. Upon receipt of this document, Contractor is required to respond in writing to the SBWIB GAIN Manager within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of deficiencies identified in the Agreement Discrepancy Report shall be submitted to the SBWIB GAIN Manager within ten (1) workdays.
- **Government Observation-** Federal, State, and/or SBWIB personnel, in addition to SBWIB's staff, may observe performance, activities, and review documents relevant to this Agreement at any time during normal business hours. However, these personnel may not unreasonably interfere with Contractor's performance.
- **Meeting** - Contractor is required to attend any scheduled meetings to discuss Contractor's performance, as required under this Agreement.
- **Hours of Operations** – Contractor shall be required to provide summer youth job services for the hours listed in Technical Exhibit _____. Contractor is not required to provide services on County-recognized holidays.

RESPONSIBILITIES

CITY/SBWIB and CONTRACTOR responsibilities are as follows:

CITY/SBWIB

Personnel

The SBWIB GAIN Manager duties or designated representatives will include:

Monitoring Contractor's performance in the daily operation of this Agreement.

Providing direction to Contractor areas relating to policy, information, and procedural requirements.

Monitoring audits and evaluating services provided by contractors

Making on-site visits to conduct detailed inspections of services provided by contractors and to evaluate all areas of contracted services.

Investigating any potential problems areas and recommends a resolution.

Reviewing Contractor's invoices and other documentation for accuracy.

Preparing appropriate reports and correspondence. Developing charts and graphs as requested.

CONTRACTOR

Project Manager

CONTRACTOR shall provide a full-time Project Manager or designated alternate. SBWIB must have access to the Project Manager from 7:30 a.m.-6:00 pm Monday thru Friday.

Project Manager shall act as a central point of contact with SBWIB. Project Manager shall demonstrate previous experience in the management of work requirements for facilities similar in size and complexity.

Project Manager/alternate shall have a full authority to act for Contractor on all matters relating to the daily operation of the Agreement. Project Manager/Alternate shall be able to effectively communicate, in English, both orally and in writing.

Personnel

CONTRACTOR shall assign a sufficient number of employees to provide the youth jobs services. At least one employee on site shall be authorized to act for CONTRACTOR in every detail and must speak and understand English.

CONTRACTOR shall conduct background check consistent with Section XVI, Criminal Clearances on all staff providing services relating to this Agreement. All background checks shall be kept on file and available for review upon request.

CONTRACTOR'S General Guidelines

CONTRACTOR shall provide employment placement services in the form of paid work experience for **100-320 hours** per participant with a **180 hours average** overall to participants who meet the following guidelines:

Participants must be a Los Angeles County resident, and meet the eligible requirement as outlined in the Scope of Work. The Department of Public Social Services (DPSS) will provide a listing of eligible participants.

All participants will receive between 100 and 320 hours of paid service. The average must be 180 hours.

Participants will be paid minimum wage (**\$8.00**) according to California Labor Code Section 1182.12 for participant in the program.

Contractor must satisfy all performance requirements as outlined Technical Exhibit 1.0, Performance Requirements Summary Chart.

Mandatory Services

CONTRACTOR will be required to provide youth that are enrolled in the Summer Youth Jobs Program with **100-320 hours** of paid work experience for all participants with an average of 180 hours. Work experience must take place in an environment that promotes competencies, foundation skills and good personal qualities.

Summer Employment Opportunities/Paid Work Experience

Contractor shall provide all youth enrolled in to Program with paid work experience.

Participants will work for a salary at private or public, profit or non-profit worksites.

Mandatory Expenditure Requirements

CONTRACTOR will be required to expend a minimum of sixty-eight percent (**68%**) of their total allocation on direct services to participants, which includes wages and fringe benefits for work experience and no more than twenty-five (**25%**) for program (staff and other operating) cost. Contractors may use up to four percent (**4%**) of the sixty-eight percent (**68%**) for direct services for supportive services. No more than seven percent (**7%**) is to be used for administrative cost.

The slot cost for this program is **\$2,570** which includes a **\$100** in support services.

Payments to Participants

No payments to participants shall be made until youth are placed on jobs and shall only be paid for actual hours worked. Time spent in orientation and/or assessments will not be paid. All payments will be made on a timely basis.

Worksites

All worksites must provide a 20% in-kind non-federal match.

When selecting worksites, CONTRACTOR shall have an evaluation on file and documentation of the following:

- Provided Supervisor Orientation-Orientation was provided to all supervisors of the Youth Job participants concerning the objectives, regulations, policies and procedures of this program.
- Payroll and Worker's Compensation Cost-Provide payroll services to their selected CONTRACTORS, or ensured that their CONTRACTORS administer their own payroll services. Obtain and maintain the required Liability and Worker's Compensation Insurance. Certification of such insurance shall be provided upon execution of the Agreement and shall comply with the conditions of County Insurance Requirement in Section 1000 et, al. as set forth in the Contract.
- Provided Safe Work Sites-Ensure that each worksite provides a sanitary and non-hazardous work environment; each worksite must provide emergency instructions in case of fire or earthquake, etc.
- Executed Worksite Agreement-Develop and maintain a signed agreement with each worksite agency which sets forth the operational specifics of the worksite agreement, the mutual responsibilities of the site supervisor and CONTRACTOR, and the program procedures to be followed. This agreement shall be signed by both parties and maintained on file by your agency with a copy at the worksite.

Confidentiality Agreement

Contractor **must** have all applicable employee(s) review and sign the AContractor Employee Acknowledgment and Confidentiality Agreement@. Keep copies, along with the original copy, on file and ready for production upon request from County/SBWIB and/or any other authorized department or agency. County/SBWIB reserves all rights to review the above signed and completed AContractor Employee Acknowledgment and Confidentiality Agreement@ at any time and without prior notification.

Summer Youth Employment Program Performance Measures

The County's goal is to assist youth in Summer Youth Employment Program in overcoming barriers

to employment. For the SYEP Youth, A Work Readiness measure is the means in which Summer Youth participants can be determined to have overcome barriers to employment.

For a youth to be successfully evaluated for SYEP, participation must be for a **minimum of 100 hours**. Contractor must complete a thorough determination to see if the youth as met the Work Readiness measures.

- Contractor must ensure that 70% of all SYEP Youth that complete a minimum of 100 hours of employment in the SYEP will have a successful exit from the program and achieve Work Readiness.
- Contractor must complete a pre and post employment Work Readiness Checklist as provide in Statement of Work Technical Exhibit 1.0, Work Readiness Checklist to determine Work Readiness.

Reporting Requirements

Contractor shall use the County of Los Angeles Department of Community and Senior Services (CSS) WEB Ex system to transmit their report forms. CSS will provide training to Contractor's staff on the utilization of their system..

WORK READINESS CHECKLIST

**SUMMER YOUTH EMPLOYMENT PROGRAM
WORK READINESS CHECKLIST
WORK READINESS PRE-TEST AND POST-TEST**

PARTICIPANT	DATE
INTERVIEWER/RATER	PRE-TEST SCORE

Participant must receive a passing score on 8 or 10 indicators to meet Work Readiness requirements.

Please check appropriate box for each indicator/competency.

Work Readiness Indicator		Pass	Fail
1	Follows Instructions	<input type="checkbox"/> Responds accurately and appropriately to verbal and written instructions.	<input type="checkbox"/> Does not respond accurately and appropriately to verbal and written instructions.
2	Completes Tasks Accurately	<input type="checkbox"/> Carefully completes all tasks and assignments.	<input type="checkbox"/> Does not carefully complete all tasks and assignments.
3	Demonstrates "Learner's Attitude"	<input type="checkbox"/> Demonstrates a clear interest in tasks and assignments.	<input type="checkbox"/> Does not demonstrate a clear interest in tasks and assignments.
4	Accepts Constructive Criticism	<input type="checkbox"/> Always reacts appropriately and positively to corrections and guidance.	<input type="checkbox"/> Does not always react appropriately and positively to corrections and guidance.
5	Punctual/Timely	<input type="checkbox"/> Always arrives and completes tasks on schedule.	<input type="checkbox"/> Does not always arrive on time and does not always complete tasks on schedule.
6	Consistent	<input type="checkbox"/> Consistently demonstrates positive work behaviors and skills.	<input type="checkbox"/> Does not consistently demonstrate positive work behaviors and skills.
7	Presents Self Appropriately	<input type="checkbox"/> Dress, grooming, mannerisms and speech are work appropriate.	<input type="checkbox"/> Dress, grooming, mannerisms and speech are not work appropriate.
8	Communicates Clearly	<input type="checkbox"/> Expresses thoughts and ideas clearly.	<input type="checkbox"/> Does not express thoughts and ideas clearly.
9	Drug/Alcohol Free Behavior	<input type="checkbox"/> Demonstrates a commitment to drug-and-alcohol-free behavior.	<input type="checkbox"/> Does not demonstrate a commitment to drug-and-alcohol-free behavior.
10	Positive Attitude	<input type="checkbox"/> Demonstrates a positive work attitude.	<input type="checkbox"/> Does not demonstrate a positive work attitude.
Total/Pass/Fail Scores:			
Comments:			
Interviewer/Rater Signature:			

TECHNICAL EXHIBIT 2.0

AGREEMENT DISCREPANCY REPORT (ADR)

AGREEMENT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: Prepared: _____

Returned by Contractor: _____

Action Completed: _____

Discrepancy Problems:

Signature of City/SBWIB Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action):

Signature of Contractor Representative

Date

CITY/SBWIB EVALUATION OF CONTRACTOR RESPONSE:

Signature of City/SBWIB Representative

Date

CITY/SBWIB'S ACTIONS

CONTRACTOR NOTIFIED OF ACTION:

City/SBWIB Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

FUNDING AND ENROLLMENT CHART

FUNDING AND ENROLLMENT CHART

Funding and Enrollment Chart		
Youth Provider	Funding Amount	Enrollment #s
City of Long Beach	\$3,855,000	1,500
TOTAL	\$3,855,000	1,500

EXHIBIT B

SBWIB ECF SY BUDGET FORMS - 2010

Agency: City of Long Beach			
Prepared			
ECF Summer Youth Budget			
Program Period	4.5 months	1.5 months	3 months
Amount Awarded	Total	FY 2009-2010	FY 2010-2011
Description	Amount	Amount	Amount
Number of Participants Clerical	1,000.00		1,000.00
Number of Participants Maintenance	500.00		500.00
Hours/Week	20.00		20.00
Weeks	9.00		9.00
Wages/Hour	8.00		8.00
Wages per part.	1,440.00	-	1,440.00
Wages for all part.	-		
FICA 7.65%/Hour	0.612	-	0.612
Medicare 1.45%/Hour	0.116		0.116
W/C Clerical /Hour	3.20%	0.26	0.26
W/C Maintenance /H-	11.00%	0.88	0.88
Total Wages and Ben./Part. (Clerical)/Hour	8.98	-	8.98
Total Wages and Ben./Part. (Maintenance)/Hour	9.49	-	9.49
Total Wages and Ben. Clerical	1,617,120.00	-	1,617,120.00
Total Wages and Ben. Maintenance	854,280.00	-	854,280.00
Total Wages and Benefits	2,471,400.00	-	2,471,400.00
Supportive Services @ 100/part	150,000.00		150,000.00
Total Participants Wages and Benefits (Min. 68%)	2,621,400.00	-	2,621,400.00
Program Costs (Other than Participant wages)			
Salaries (see detail)	416,271.06	67,553.52	348,717.54
Benefits	144,319.20	32,405.04	111,914.16
Supplies	5,000.00	1,666.50	3,333.50
Marketing	15,000.00	4,999.50	10,000.50
Mileage	2,000.00		2,000.00
Postage			
Apple One Temp Staffing	66,000.00	21,997.80	44,002.20
TB Testing for Participants	10,500.00	3,499.65	7,000.35
Live Scan of Participants	10,500.00	3,499.65	7,000.35
Moving Costs	800.00	266.64	533.36
Parking Costs for Participants Orientation	12,020.00	4,006.27	8,013.73
Rent	93,175.50	12,503.04	80,672.46
Operating Expenses	24,678.51	2,415.57	22,262.94
Contractual	317,337.64	-	-
Total Program Cost (25% or less)	1,117,601.91	154,813.17	645,451.10
	963,750.00		
	(153,851.91)		
Admin Costs			
Payroll fees @ /check	22,000.00		22,000.00
Bank Fees			
Salaries (see detail)	52,623.22	21,516.12	31,107.10
Benefits	25,243.80	12,049.03	13,194.78
Supplies			
Mileage			
Postage			
Rent	6,755.18	1,337.90	5,417.28
Operating Expenses	9,375.89	811.25	8,564.64
Total Admin (7% or less) (Actual %)	115,998.10	35,714.30	80,283.80
	269,850.00		
Total Cost	3,855,000.00	190,527.47	3,347,134.89
Budget	3,855,000.00	1,284,871.50	2,570,128.50
Difference	(0.00)	1,094,344.03	(777,006.39)

Agency: City of Long Beach
 Prepared:
 ECF Summer Youth Budget

Personnel Detail Budget

Fiscal Year 2009-2010

FT/PT	Position	Name	Annual Salary	Percent		Salary Amount Charged to program		
				Charged to Program	Nr of Months	Admin	Program	Total
FT	Executive Director	Bryan Rogers	116,957.00	37%	1.50	5,409.26		5,409.26
FT	Operations Officer	Judy Chen-Lee	90,038.00	64%	1.50	7,203.04		7,203.04
FT	Budget Analyst	Saudia Bellard	72,888.00	32%	1.50	2,915.52		2,915.52
FT	Accountant	Gary Stoppelmoor	73,932.00	40%	1.50	3,696.60		3,696.60
FT	Accounting Clerk	Marian Young	43,140.00	39%	1.50	2,103.08		2,103.08
FT	Admin Intern	Daniel Gutierrez	30,180.00	5%	1.50	188.63		188.63
FT	Communications Officer	Kathy Parsons	101,337.00	10%	1.50	-	1,266.71	1,266.71
FT	Community Dev. Specilaist III	Cort Huckabone	62,664.00	14%	1.50	-	1,096.62	1,096.62
FT	Clerk Typist III	Dee Williams	43,140.00	11%	1.50	-	593.18	593.18
FT	Communications Specialist	Stephaine Yu	43,140.00	90%	1.50	-	4,853.25	4,853.25
FT	Community Dev. Specilaist V	Arleen Ward	80,772.00	65%	1.50	-	6,562.73	6,562.73
FT	Community Dev. Specilaist V	Melu Habacon	76,740.00	63%	1.50	-	6,043.28	6,043.28
FT	Community Dev. Specilaist I	Jowen-Pete Elma	48,768.00	52%	1.50	-	3,169.92	3,169.92
FT	Clerk Typist II	Jane Jenkinson	34,224.00	52%	1.50	-	2,224.56	2,224.56
FT	One-Stop Manager	Cherie Gomez	83,234.00	18%	1.50	-	1,872.77	1,872.77
FT	Clerk Typist III	Vaelaa Fao	44,184.00	59%	1.50	-	3,258.57	3,258.57
FT	Community Dev V	Dawn Swann	76,740.00	18%	1.50	-	1,726.65	1,726.65
FT	Community Dev. Tech II	Tiffany Tarvin	43,140.00	55%	1.50	-	2,965.88	2,965.88
FT	YOC Coordinator	Rick Gonzales	91,704.00	10%	1.50	-	1,146.30	1,146.30
FT	Community Dev. Specilaist I	Eli Romero	51,264.00	55%	1.50	-	3,524.40	3,524.40
FT	Community Dev. Specilaist III	Alejandra Balmer	57,811.00	11%	1.50	-	794.90	794.90
FT	Community Dev. Specilaist I	Julia Olson	54,960.00	52%	1.50	-	3,572.40	3,572.40
FT	Community Dev. Specilaist III	Lucius Martin	60,696.00	93%	1.50	-	7,055.91	7,055.91
FT	Community Dev. Specilaist II	Rebecca Vance	51,264.00	55%	1.50	-	3,524.40	3,524.40
FT	Community Dev. Specilaist III	Wendy Calaycay	60,696.00	10%	1.50	-	758.70	758.70
PT	Administrative Analyst I	Salvador Barajas	47,832.00	5%	1.50	-	298.95	298.95
PT	Administrative Analyst I	Melissa DeBoer	47,832.00	4%	1.50	-	239.16	239.16
PT	Administrative Analyst I	Eva Piloni	47,832.00	5%	1.50	-	298.95	298.95
PT	Administrative Analyst I	Rachel Kersey	47,832.00	5%	1.50	-	298.95	298.95
PT	Administrative Analyst I	Khaddaffy Ripors	47,832.00	5%	1.50	-	298.95	298.95
PT	Administrative Analyst I	Alejandra Huerta	47,832.00	5%	1.50	-	298.95	298.95
PT	Administrative Intern	Sansaray Clark	30,180.00	5%	1.50	-	188.63	188.63
PT	Administrative Intern	Myrna Macias	30,180.00	5%	1.50	-	188.63	188.63
PT	Administrative Intern	Christopher Gallegos	30,180.00	5%	1.50	-	188.63	188.63

FT	Community Dev. Specilaist I	Jowen-Pete Elma	48,768.00	10%	3.00	-	1,219.20	1,219.20
FT	Clerk Typist II	Jane Jenkinson	34,224.00	5%	3.00	-	427.80	427.80
FT	One-Stop Manager	Cherie Gomez	83,234.00	28%	3.00	-	5,826.38	5,826.38
FT	Clerk Typist III	Vaelaa Fao	44,184.00	15%	3.00	-	1,656.90	1,656.90
FT	Community Dev V	Dawn Swann	76,740.00	46%	3.00	-	8,825.10	8,825.10
FT	Community Dev. Tech II	Tiffany Tarvin	43,140.00	100%	3.00	-	10,785.00	10,785.00
FT	Development Prj. Mgr II	Cecile Walters	87,144.00	20%	3.00	-	4,357.20	4,357.20
FT	YOC Coordinator	Rick Gonzales	91,704.00	50%	3.00	-	11,463.00	11,463.00
FT	Community Dev. Specilaist I	Eli Romero	51,264.00	20%	3.00	-	2,563.20	2,563.20
FT	Community Dev. Specilaist III	Alejandra Balmer	57,811.00	100%	3.00	-	14,452.75	14,452.75
FT	Community Dev. Specilaist I	Julia Olson	54,960.00	55%	3.00	-	7,557.90	7,557.00
FT	Community Dev. Specilaist III	Lucius Martin	60,696.00	100%	3.00	-	15,174.00	15,174.00
FT	Community Dev. Specilaist II	Rebecca Vance	51,264.00	55%	3.00	-	7,048.80	7,048.80
FT	Community Dev. Specilaist III	Jennifer Angeles	59,652.00	50%	3.00	-	7,456.50	7,456.50
FT	Community Dev. Specilaist III	Wendy Calaycay	60,696.00	49%	3.00	-	7,435.26	7,435.26
PT	Administrative Analyst I	Salvador Barajas	47,832.00	100%	3.00	-	11,958.00	11,958.00
PT	Administrative Analyst I	Melissa DeBoer	47,832.00	100%	3.00	-	11,958.00	11,958.00
PT	Administrative Analyst I	Eva Piloni	47,832.00	100%	3.00	-	11,958.00	11,958.00
PT	Administrative Analyst I	Rachel Kersey	47,832.00	100%	3.00	-	11,958.00	11,958.00
PT	Administrative Analyst I	Khaddaffy Ripors	47,832.00	100%	3.00	-	11,958.00	11,958.00
PT	Administrative Analyst I	Alejandra Huerta	47,832.00	100%	3.00	-	11,958.00	11,958.00
PT	Administrative Intern	Sansaray Clark	30,180.00	100%	3.00	-	7,545.00	7,545.00
PT	Administrative Intern	Myrna Macias	30,180.00	100%	3.00	-	7,545.00	7,545.00
PT	Administrative Intern	Christopher Gallegos	30,180.00	100%	3.00	-	7,545.00	7,545.00
PT	Administrative Intern	Christian Lopez	30,180.00	100%	3.00	-	7,545.00	7,545.00
PT	Administrative Intern	Ruth Anguiano	30,180.00	100%	3.00	-	7,545.00	7,545.00
PT	Administrative Intern	Utilia Guzman	30,180.00	100%	3.00	-	7,545.00	7,545.00
PT	Administrative Intern	Sarah Parsons	30,180.00	100%	3.00	-	7,545.00	7,545.00
PT	Administrative Intern	Veronica Guevara	30,180.00	100%	3.00	-	7,545.00	7,545.00
PT	Administrative Intern	Angelina Casarez	30,180.00	100%	3.00	-	7,545.00	7,545.00
PT	Administrative Intern	Shirley Sandoval	30,180.00	100%	3.00	-	7,545.00	7,545.00
PT	Administrative Intern	Lionel Gonzalez	30,180.00	100%	3.00	-	7,545.00	7,545.00
PT	Administrative Intern	Susana Montijo	30,180.00	100%	3.00	-	7,545.00	7,545.00
PT	Administrative Intern	Jamie Arias	30,180.00	100%	3.00	-	7,545.00	7,545.00
PT	Administrative Intern	Mona Oldfield	30,180.00	100%	3.00	-	7,545.00	7,545.00
Subtotal Salaries			2,494,105.00	33.38	144.00	31,107.10	348,717.54	379,824.64
Benefits (FT- %,PT %)				FTE ADMIN	6.6			
				FTE PRGR.	93.54	13,194.78	111,914.16	125,108.94
Total Salaries and Benefits FY 2010-2011						44,301.88	460,631.70	504,933.58

EXHIBIT C

SBWIB'S 20% MATCH IN-KIND CLAIM FORM

**MONTHLY INVOICE
ECF SUMMER YOUTH
ADMINISTRATIVE COSTS FOR SUMMER YOUTH**

AGENCY:

Page 1 of 2

I. <u>DIRECT COSTS</u>	ACTUAL MONTHLY COSTS		
	ADMIN	PROGRAM	TOTAL
Salaries (attach Personnel Schedule)	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -
Personnel Subtotal	\$ -	\$ -	\$ -
II. <u>OPERATING COSTS</u>			
Supplies			\$ -
Mileage			\$ -
Postage			\$ -
Rent			\$ -
Utilities			\$ -
Telephones			\$ -
Other (must be itemized-attach separate sheet)	-	-	-
Operating Costs-Subtotal	-	-	-
III. <u>DIRECT SERVICES COSTS</u>			
Paid WEX Wages			-
Participant Benefits (FICA)			-
Workers Comp			-
Supprtive Services			-
Direct Costs-Subtotal	-	-	-

IV. Employer cash contribution

< >

TOTAL SUMMER YOUTH RELATED COSTS PAYABLE

A. TOTAL INVOICE AMOUNT FOR CURRENT MONTH FOR SUMMER YOUTH RELATED SERVICES: -

20% IN-KIND MATCH

B. IN-KIND MATCH @ 25% of the TOTAL INVOICE AMOUNT (A X 25%): -

C. TOTAL (A + B) -

CONTRACTOR'S Authorizing Signature

Date

CITY CONTRACT ADMINISTRATOR'S APPROVAL

Date

SBWIB ECF SY INVOICE FORMAT -2010

**ECF 20% - SUMMER YOUTH
SOUTH BAY WORKFORCE INVESTMENT BOARD'S IN-KIND CLAIM FORM
WORKSITE'S CERTIFICATION FORM**

Worksite's Name _____ EIN _____
 Worksite's Address _____ Supervisor Name _____
 _____ Supervisor ID _____

1 Supervisor's Monthly Salary
2 Supervisor's Monthly Employee Benefits
3 Indirect Cost (at 10% rate applied to the salary) (Line 1 x 10%)
4 Total Supervisor's S&EB and Indirect Costs* (Line 1, 2,3,)
5 Monthly Hours worked by Supervisor
6 Supervisor's Hourly S&EB and Indirect Costs (Line 4 / Line 5)
7 Number of Employees Supervised (Regular and Summer Youth)
8 Supervisor's Hourly S&EB and Indirect Costs per employee
9 Required 20% Employer Contribution
10 Hourly Cash Contribution from the Worksite

Worksheet	
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	0.00
	#DIV/0!
	0
	#DIV/0!
	\$3.35
	#DIV/0!

Instructions:

Line

- 1 - 2 Enter Supervisor's Monthly S&EB. Note: The Worksite must provide a Claim form for each supervisor.
- 3 - 10% of Salaries, based on OMB Circular A-87
- 4 - Line (1) + Line (2) + Line (3)
- 5 - Enter hours the supervisor worked in a month; e. g., for a full-time supervisor it would be 173.3 hrs (52 weeks per year/12 months * 40hrs/wk)
- 6 - Monthly rate, Line (4) divided by the number of hours worked in a month Line (5).
- 7 - Enter number of employees supervised (Regular and Summer Youth).
- 8 - Supervisor's Hourly S&EB/Indirect Costs, Line (6) divided by the number of employees supervised Line (7).
- 9 - Fixed Amount.
- 10 - Hourly Cash Contribution from the Worksite, Line (8) minus (9).
 - 10a - If the supervisor's hourly rate per employee is greater than \$3.35/hour, the 20% in-kind match is met.
 - 10b - If the supervisor's hourly rate per employee is less than \$3.35/hour, the Worksite will have to pay this difference for every hour worked by a Summer Youth participant.

*Worksite's supervision cost can not come from federal funds (other than TANF) or non-federal funds matching federal funds or meeting a federal MOE (other than TANF).

WORKSITE'S USE ONLY	
Name of supervisor as identified on the top of the form: _____	
Number of Summer Youth Employees for this Worksite (as listed below) _____	
Name(s) of Summer Youth Employees Supervised by the Supervisor Covered by this form. <small>(Last name, first name and middle initial)</small>	Participants' Unique Identification <small>(Last four digits of the SSN or employee ID #)</small>
1 _____	_____
2 _____	_____
3 _____	_____
4 _____	_____
5 _____	_____
6 _____	_____
7 _____	_____
8 _____	_____
9 _____	_____
10 _____	_____
_____	_____
Name, title, and signature of authorized representative	Date

WORKSITE'S CERTIFICATION	
This Claim form and all underlying documentation supporting the amounts reflected on Lines 1, 2, 5, and 7 above, including but not limited to payroll registers, timecards, program enrollment records, evidence of supervision and supervisory approvals shall be retained by the Worksite and is subject to review and verification by the SBWIB and Los Angeles County.	
The Worksite certifies that supervision will be provided at the same level as received by regular employees.	
I certify that I am the authorized person to complete this form, all information reported herewith is complete and correct to the best of my knowledge, and all supporting documents are available for review at the Worksite's office.	

Name, title, and signature of authorized representative	Date

EXHIBIT E

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT & CONFIDENTIALITY
AGREEMENT**

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to City/SBWIB with Contractor's executed Agreement. Work cannot begin on the Contract until City/SBWIB receives this executed document.)

Contractor Name: _____ Agreement No. _____

Employee Name: _____

GENERAL INFORMATION

Your employer referenced above has entered into a contract with the City/SBWIB to provide certain services on behalf of County of Los Angeles. The City/SBWIB requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above reference contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-reference contract.

I understand and agree that I am not an employee of the City/SBWIB or County for any purposes whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the City/SBWIB or County by virtue of my performance of work under the above-reference contract. I understand and agree that I do not have and will not acquire any rights or benefits from the City/SBWIB or County pursuant to any agreement between any person or entity and the City/SBWIB or County.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-reference contract is contingent upon my passing, to the satisfaction of the City/SBWIB and County of Los Angeles, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the City/SBWIB and County of Los Angeles, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT

I may be involved with work pertaining to services provided by the County and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The City/SBWIB and County has a legal

obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the City/SBWIB and County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work to the above-referenced agreement between my employer and the City/SBWIB and County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentations, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ Date: _____

PRINTED NAME: _____

POSITION: _____

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT & CONFIDENTIALITY
AGREEMENT**

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT
AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to City/SBWIB with CONTRACTOR's executed Agreement. Work cannot begin on the Agreement until City/SBWIB receives this executed document.)

Contractor Name _____ Agreement No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor reference above has entered into a contract with the City/SBWIB to provide certain services on behalf of the County of Los Angeles. The City/SBWIB requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the City/SBWIB or the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the City/SBWIB or County of Los Angeles by virtue of my performance of work under the above-referenced agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the City/SBWIB or County of Los Angeles pursuant to any agreement between any person or entity and the City/SBWIB or County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon passing, to the satisfaction of the City/SBWIB and County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the City/SBWIB and County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so,

I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-reference Contractor for the City/SBWIB and County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any authorized person any data or information obtained while performing work pursuant to the above-referenced agreement between the above-referenced Contractor and the City/SBWIB and County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipients records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or City/SBWIB and County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor and any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this agreement or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ___/___/___

PRINTED NAME: _____

POSITION: _____