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AGREEMENT # 13-28-629342

BETWEEN

COUNTY OF ORANGE

AND

**CITY OF LONG BEACH ADMINISTERING ENTITY FOR
PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK
FOR**

**VETERAN'S EMPLOYMENT-RELATED ASSISTANCE PROGRAM
(VEAP) SERVICES**

CFDA:

- ✓ 17.258 WIA Adult Programs
- ✓ 17.278 WIA Dislocated Worker Programs
- 17.261 WIA Pilots, Demonstrations and Research
- 17.277 WIA National Emergency Grants

Funding Agency:

Department of Labor
Department of Labor
Department of Labor
Department of Labor



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EXHIBITS

- Exhibit A – General Program Requirements
- Exhibit B – Statement of Work
- Exhibit C – Performance Standards
- Exhibit D – Budget
- Exhibit E – Drug Free Workplace Certificate
- Exhibit F – Debarment and Suspension Certificate

Exhibit G – Certificate Regarding Lobbying
Exhibit H – Disclosure Form to Report Lobbying
Exhibit I – Child Support Enforcement Provision
Exhibit J – EDD Independent Contractor Reporting Requirements
Exhibit K – OC Community Resources Contract Reimbursement Policy
Exhibit L – Authorized Signature Form

This Agreement #13-28-629342, hereinafter referred to as "CONTRACT," is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as "COUNTY," and City of Long Beach administering entity for Pacific Gateway Workforce Investment Network (PGWIN) with a place of business at 3447 Atlantic Avenue, Long Beach, CA 90807 hereinafter referred to as "CONTRACTOR," with COUNTY and CONTRACTOR sometimes referred to as "PARTY," or collectively as "PARTIES."

RECITALS

WHEREAS, Congress has enacted the "Workforce Investment Act of 1998," hereinafter referred to as "the Act," to provide workforce investment activities, through statewide and local workforce investment systems, that increase employment, retention and earnings of participants, and increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce and enhance the productivity and competitiveness of the Nation; and

WHEREAS, COUNTY, acting as the Administrator of the Act funds, is empowered to make a portion of the funds available pursuant to the Act (hereinafter referred to as "grant funds") to CONTRACTOR, for the purpose of implementing the provisions of the Act; and

WHEREAS, COUNTY, by Minute Order dated, September 17, 2013, a copy of which is on file with the Clerk of the Board of Supervisors of Orange County and which by this reference is incorporated herein and made a part hereof as if fully set forth, has appropriated a portion of grant funds in an amount not to exceed one hundred eighty thousand dollars and 0 cents (\$180,000.00) to engage CONTRACTOR to carry out certain program services; and

WHEREAS, CONTRACTOR, in order to receive grant funds, is agreeable to the terms and conditions hereinafter set forth;

NOW, THEREFORE, the PARTIES mutually agree as follows:

TERMS AND CONDITIONS

- 1. Coordination/Administration of CONTRACT:** COUNTY's OC Community Resources Director or designee (hereinafter referred to as "DIRECTOR"), and OC Community Services/Community Investment Division/Orange County Workforce Investment Board Executive Director or designee (hereinafter referred to as "COUNTY'S PROJECT MANAGER") shall assume responsibilities through coordinating the grant under the Act, its Regulations, and the One-Stop Service Delivery System Services provided by the COUNTY. The County's Contract Manager (hereinafter referred to as "CONTRACT MANAGER") shall administer this CONTRACT as is necessary or reasonable to comply with COUNTY policies.
- 2. Purpose:** The purpose of the program funded by this CONTRACT is to provide workforce investment activities that increase employment, retention, earnings and occupations skill attainment through local workforce investment systems to those seeking employment. Additionally, this program is funded to increase the effectiveness of local and regional business through business improvement and development activities, job matching, and other services. All services are intended to improve the quality of the workforce and enhance the productivity and competitiveness of Orange

County and the United States. CONTRACTOR shall ensure that the program funded hereby shall comply with this purpose.

3. **Term of Contract:** The effective term of this CONTRACT shall commence on August 1, 2013 and terminate on February 28, 2015 subject to the provisions of this CONTRACT; however, CONTRACTOR shall perform such duties extending beyond this term, including but not limited to obligations with respect to indemnification, audits, monitoring, reporting and accounting. CONTRACTOR and CONTRACT MANAGER may mutually agree in writing to extend the term of this CONTRACT up to and including a period of four (4) years, provided that COUNTY's maximum obligation stated in this CONTRACT does not increase as a result, and on the same terms and conditions upon mutual CONTRACT of the PARTIES in writing without further Board action, unless the COUNTY earlier terminates this CONTRACT pursuant to the provisions contained herein.
4. **Contingency of Funds:** CONTRACTOR acknowledges that the obligations of COUNTY under this CONTRACT are contingent upon the availability of federal and/or State funds as applicable and inclusion of sufficient funds for the services hereunder remains in effect or operation. In the event that such funding is terminated or reduced, CONTRACT MANAGER may immediately terminate this CONTRACT, reduce COUNTY's maximum obligation, or modify this CONTRACT, without penalty. The decision of CONTRACT MANAGER shall be binding on CONTRACTOR. CONTRACT MANAGER shall provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with DIRECTOR's or CONTRACT MANAGER's decision.
5. **Program Income:** COUNTY's maximum obligation herein shall be reduced by the amount of any program income earned by CONTRACTOR, from sources other than COUNTY, as a result of this CONTRACT or the services provided by CONTRACTOR pursuant to this CONTRACT.
6. **Fiscal Appropriations:** This CONTRACT is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this contract. If such appropriations are not approved, the contract will be terminated, without penalty to the COUNTY.
7. **Fiscal Accountability:**
 - a. **Financial Management System:** CONTRACTOR shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. CONTRACTOR's system shall provide fiscal control and accounting procedures that will include the following:
 1. Information pertaining to tuition rates, payments, and educational assistance payments;
 2. Source documentation to support accounting records; and
 3. Proper charging of costs and cost allocation.
 - b. **CONTRACTOR's Record:** CONTRACTOR's records shall be sufficient to:
 1. Permit preparation of required reports;
 2. Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
 3. Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for funding limitation.
 4. Permit tracking and reporting of leveraging as required by SB734.

- c. Costs Charged: Cost shall be charged to this CONTRACT only in accordance with the following:
1. The Act;
 2. 20 C.F.R. Part 667; and
 3. State implementing legislation

8. No Supplantation of Funds: CONTRACTOR shall not supplant any federal, State, or COUNTY funds intended for the purposes of this CONTRACT with any funds made available under this CONTRACT. CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from COUNTY with respect to, that portion of its obligations which have been paid by another source of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this CONTRACT, either directly or indirectly, as a contribution or compensation for the purposes of obtaining federal, State, or COUNTY funds under any federal, State, or COUNTY program without prior written approval from CONTRACT MANAGER.

9. Amendments – Changes/Extra Work: The CONTRACTOR shall make no changes to this CONTRACT without the COUNTY'S written consent. In the event that there are new or unforeseen requirements, the COUNTY with the CONTRACTOR'S concurrence has the discretion to request official changes at any time without changing the intent of this CONTRACT.

If COUNTY-initiated changes or changes in laws or government regulations affect price, the CONTRACTOR'S ability to deliver services, or the CONTRACT schedule, the CONTRACTOR shall give the COUNTY written notice no later than seven (7) calendar days from the date the law or regulation went into effect or the date the change was proposed by the COUNTY and the CONTRACTOR was notified of the change. Such changes shall be agreed to in writing and incorporated into a CONTRACT Amendment; said Amendment shall be issued by the CONTRACT MANAGER, shall require the mutual consent of all PARTIES, and may be prohibit the CONTRACTOR from proceeding with the work as set forth in this CONTRACT.

10. Nondiscrimination and Compliance Provisions:

- a. CONTRACTOR shall comply fully with the nondiscrimination and equal opportunity provisions; the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972, as amended; the Equal Opportunity provisions in Executive Order 11246, as amended by Executive Order 11375 and supplemented by the requirements of 41 C.F.R. Part 60; and with all applicable requirements imposed by or pursuant to regulations or Executive Order implementing those laws, including, but not limited to, 29 C.F.R. Parts 33 and 37. The United States, the State of California and COUNTY have the right to seek judicial enforcement of this requirement.
- b. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and the regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this CONTRACT by reference and made a part hereof as if set forth in full.

- c. In the performance of this CONTRACT, CONTRACTOR and its subcontractors shall not deny the CONTRACT's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief. CONTRACTOR shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.
- d. CONTRACTOR will include the non-discrimination and compliance provisions of this Paragraph of the CONTRACT in all subcontracts to perform work under this CONTRACT.
- e. CONTRACTOR will give written notice of its obligations under this Paragraph of the CONTRACT to labor organizations with which CONTRACTOR has a collective bargaining or other CONTRACT.
- f. CONTRACTOR shall furnish any and all information requested by COUNTY'S PROJECT MANAGER and shall permit COUNTY'S PROJECT MANAGER access, during business hours, to books, records and accounts in order to ascertain CONTRACTOR's compliance with the above non-discrimination requirements.

11. Participants

- a. Benefits. Benefits shall be provided to participants in accordance with the standards and requirements set forth in the Act, including Section 181.
- b. Rights and Privileges. All participants enrolled in courses pursuant to the CONTRACT shall be entitled to all the rights and privileges to which other CONTRACTOR students are entitled, including, but not limited to, special instruction, use of facilities on CONTRACTOR's premises such as the libraries and learning centers, counseling, student body activities, and veterans' benefits. CONTRACTOR's representatives will provide academic counseling for participants and inform them of CONTRACTOR's services available to them.
- c. Labor Standards. CONTRACTOR shall adhere to the Labor Standards described in the Act, including Section 181 of the Act, and all other applicable codes and regulations.

12. Payments: CONTRACTOR agrees that any and all funds received under this Agreement shall be disbursed or encumbered on or before February 28, 2015, and that any and all funds remaining as of February 28, 2015, which have not been disbursed shall be returned by CONTRACTOR to COUNTY within thirty (30) days of the expiration or earlier termination of the Agreement as provided herein. No expense of CONTRACTOR will be reimbursed by COUNTY if incurred after February 28, 2015. No CONTRACTOR expenses shall be paid if billing is received by COUNTY after March 31, 2015.

Upon the effective date of this CONTRACT, COUNTY shall make payments to CONTRACTOR in accordance with the following payment schedule:

- a. Monthly Payments. Beginning, upon receipt and approval by OC Community Services/Community Investment Division (CID) of CONTRACTOR's invoice

showing the prior month's actual expenditures, COUNTY shall make monthly reimbursement payments based on CONTRACTOR's invoice so long as the total payments under this CONTRACT do not exceed one hundred eighty thousand dollars (\$180,000.00).

- b. COUNTY Discretion. At the sole discretion of COUNTY, payments to CONTRACTOR may be made more frequently than monthly, but such payments shall always be in arrears and not in advance of the provision of services by CONTRACTOR.
 - c. Advance. Notwithstanding (b) above, upon written request and justification from CONTRACTOR, COUNTY may advance to CONTRACTOR a sum not to exceed one sixth (1/6) of COUNTY's maximum obligation hereunder. CONTRACT MANAGER shall reduce the amount of monthly payments in the seventh, eighth, ninth, tenth, and eleventh months by twenty percent (20%) of any advance payment, under (a) above, to recover any outstanding advance or part thereof. Such recovery may not exceed the total of all outstanding advances. No monthly payment shall be made to CONTRACTOR which would result in less money remaining unpaid to CONTRACTOR than the total of advances made to CONTRACTOR.
 - d. Invoices. COUNTY will reimburse CONTRACTOR for eligible CONTRACT-related costs only. CONTRACTOR shall submit requests for reimbursement to COUNTY on a monthly basis beginning on September 1, 2013, and must provide adequate documentation as required by COUNTY in accordance with the OC Community Resources Reimbursement Policy for documenting CONTRACTOR costs, incorporated herein by reference as Exhibit K. Failure to provide any of the required documentation will cause COUNTY to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to CONTRACTOR, until such documentation has been received and approved by COUNTY. Invoices are due on the 20th of each month, for prior month's expenses.
- 13. Pell Grants/HEA Title V:** If CONTRACTOR provides any services under this CONTRACT to applicants for or recipients of Pell Grants or awards pursuant to Title IV of the Higher Education Act, CONTRACTOR shall cooperate with COUNTY'S PROJECT MANAGER in coordinating these grants and awards with WIA funding in accordance with 20 C.F.R. 663.320 and Section 134 (d) of the Act. CONTRACTOR shall inform COUNTY'S PROJECT MANAGER in writing of the amounts and disposition of any Pell Grants, Higher Education Act Title IV awards and other financial aid granted to each WIA participant under this CONTRACT.
- 14. Performance Standards:** CONTRACTOR shall comply with and adhere to the performance accountability standards and general program requirements described in Sections 136 (Performance Accountability System) and 195 (General Program Requirements) of the Act and applicable regulations and as contained in Exhibit "C". Should the Performance Requirements defined in the CONTRACT between the State of California and the County of Orange be changed, COUNTY shall have the right to unilaterally modify this agreement to meet such requirements.
- 15. Plans and Procedures:** CONTRACTOR shall monitor its program for compliance with the provisions of this CONTRACT. CONTRACTOR shall also comply with all applicable parts of COUNTY's WIA Policies and Procedures for recruitment, intake, assessment and referral, copies of which are available from COUNTY'S PROJECT MANAGER.

16. **Satisfactory Work:** Services rendered hereunder are to be performed to the written satisfaction of COUNTY'S PROJECT MANAGER. COUNTY's staff will interpret all reports and determine the quality, acceptability and progress of the services rendered.

17. **Budget Schedule**

CONTRACTOR agrees that the expenditures of any and all funds under this Agreement Exhibit "D" and which by this reference is incorporated herein and made a part hereof as if fully set forth.

18. **Modification of Budget Schedule**

a. Upon written approval of CONTRACT MANAGER shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the basic goals and objectives of the program are not altered. No such transfer may be made without the express prior written approval of CONTRACT MANAGER. A modification of the BUDGET SCHEDULE may include the addition of any new budget category. Approval of the Budget Modification by CONTRACT MANAGER includes approval of the new Budget Category. Budget modifications are limited to once each Quarter.

b. CONTRACTOR may submit a program or budget modification request in response to the modification of program components and/or service levels which significantly alter CONTRACTOR's Statement of Work. Without further Board action, DIRECTOR may execute amendments to this CONTRACT modifying CONTRACTOR's services in amounts that do not collectively increase or decrease by more than 10% the price of said services under this Agreement when originally executed. Modifications in excess of 10% of the original CONTRACT price, and modifications that materially alter either of the parties' obligations hereunder must be approved by the COUNTY's Board of Supervisors.

19. **Modification of Program Components and Service Levels**

The parties hereto agree that those program components and service levels detailed in Exhibits "A", "B", "C", and "D" may be modified upon mutual written agreement of the DIRECTOR and CONTRACTOR so long as the total payments under this CONTRACT are not increased and the basic goals and objectives of the program are not altered. Should the Federal Government and/or the State of California modify any program component and/or service level detailed in Exhibits "A", "B", "C", and/or "D" then the COUNTY shall have the right to unilaterally modify this CONTRACT to meet such requirements.

a. DIRECTOR may at any time, by written change order to CONTRACTOR, make changes within the general scope of this CONTRACT, including, in the definition of services and tasks to be performed, the manner in which services are performed, the time and place of performance thereof and additional related provisions. Such change orders may be made when necessitated by changes in the Orange County One-Stop System operations or performance, the operations or performance of CONTRACTOR, or changes in applicable statutes, regulations or State of California or federal mandates or directives. CONTRACTOR and DIRECTOR shall make a good faith effort to reach agreement with respect to change orders, which affect the price of services under the CONTRACT. CONTRACTOR's protest or failure to agree to the amount of any adjustment to be made as a result of a change order shall be a dispute for which an appeal may be made pursuant to this CONTRACT. Notwithstanding the foregoing, the price of services under this CONTRACT shall not be increased except by written

modification of this CONTRACT indicating the new services and price of this CONTRACT if applicable. Until the parties reach agreement, CONTRACTOR shall not be obligated to assume increased performance under the change order beyond the limitation of funds established within this CONTRACT.

- b. CONTRACTOR may request changes in the scope of performance or services under this CONTRACT, by submitting a written request to DIRECTOR describing the request and its impact on the Statement of Work and Budget Schedule. DIRECTOR will review the request and respond in writing within ten (10) business days. DIRECTOR's decision whether to approve the request or request Board of Supervisors' approval shall be final. DIRECTOR may approve a request that meets all of the following criteria:

- (i) It does not materially change the terms of this Agreement, and
- (ii) It is supported by adequate consideration to COUNTY. Board of Supervisors' action is necessary to approve a request from CONTRACTOR that does not satisfy all of the criteria listed above.

- 20. Sweatfree Code of Conduct:** All CONTRACTORS contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies have been furnished to the CONTRACTOR from sources that include sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The CONTRACTOR further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

The CONTRACTOR agrees to cooperate fully in providing reasonable access to the CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by authorized officials of the State or COUNTY, the Department of Industrial Relations, or the Department of Justice to determine the CONTRACTOR's compliance with the requirements under paragraph a of the Sweatfree Code of Conduct.

21. Access and Records:

- a. Access. COUNTY, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to CONTRACTOR's activities, books, documents and papers (including computer records and emails) and to records of CONTRACTOR's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this CONTRACT. CONTRACTOR shall insert this condition in each contract between CONTRACTOR and a subcontractor that is pursuant to this CONTRACT shall require the subcontractor to agree to this condition. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of CONTRACTOR are kept. CONTRACTOR shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by DIRECTOR which shall be deemed

received upon date of sending. In the event CONTRACTOR does not make the above referenced documents available within the County of Orange, California, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, in conducting any audit at the location where said records and books of account are maintained.

- b. Records Retention. All accounting records and evidence pertaining to all costs of CONTRACTOR and all documents related to this CONTRACT shall be kept available at CONTRACTOR'S office or place of business for the duration of this CONTRACT and thereafter, as specified in 29 CFR 97.42 or 29 CFR 95.53, whichever is more restrictive. Records which relate to: (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this CONTRACT; or (2) costs and expenses of this CONTRACT to which COUNTY or any other governmental agency takes exception, shall be retained until final resolution or disposition of such appeals, litigation, claims, or exceptions.
- c. Liability. CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or federal government or any agency thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to CONTRACTOR's failure to perform under this CONTRACT.

22. Annual Audit: CONTRACTOR shall arrange for an independent audit to be performed by a Certified Public Accountant, which shall include an audit of the WIA funds received from COUNTY, in accordance with the Act, 20 C.F.R. Section 667.200, and 29 CFR Parts 96 and 99. CONTRACTOR shall submit two (2) copies of each required audit report to COUNTY within thirty (30) days after the date received by CONTRACTOR.

23. Breach of Contract: The failure of the CONTRACTOR to comply with any of the provisions, covenants or conditions of this CONTRACT shall be a material breach of this CONTRACT. In such event the COUNTY may, and in addition to any other remedies available at law, in equity, or otherwise specified in this CONTRACT:

- a. Terminate the CONTRACT immediately, pursuant to Paragraph J herein;
- b. Afford the CONTRACTOR written notice of the breach and ten calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;
- c. Discontinue payment to the CONTRACTOR for and during the period in which the CONTRACTOR is in breach; and
- d. Offset against any monies billed by the CONTRACTOR but yet unpaid by the COUNTY those monies disallowed pursuant to the above.

24. CONTRACTOR – Change in Ownership: The CONTRACTOR agrees that if there is a change in ownership prior to completion of this contract, the new owner will be required, under terms of sale, to assume this contract and complete it to the satisfaction of the COUNTY.

25. Conditions Affecting Work: CONTRACTOR shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this CONTRACT; and to know the general conditions which can affect the work or the cost thereof. Any failure by the CONTRACTOR to do so will not relieve CONTRACTOR from responsibility for successfully performing the work without additional cost to the COUNTY. The COUNTY assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this

CONTRACT, unless such understanding or representations by the COUNTY are expressly stated in the CONTRACT.

26. **Conflict of Interest – CONTRACTOR’S Personnel:** The CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the COUNTY. This obligation shall apply to the CONTRACTOR; the CONTRACTOR’s employees, agents, and relatives; sub-tier contractors; and third parties associated with accomplishing work and services hereunder. The CONTRACTOR’s efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the COUNTY.
27. **Conflict of Interest – COUNTY Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The CONTRACTOR shall not, during the period of this contract, employ any COUNTY employee for any purpose.
28. **Consulting Contract – Follow-On Work:** No person or firm or subsidiary thereof who has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a contract for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant that contracts with a COUNTY agency/department to develop a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendations.
29. **Contingent Fees:** The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this CONTRACT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the CONTRACTOR or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

For breach or violation of this warranty, the COUNTY shall have the right to terminate this contract in accordance with the termination clause and at its sole discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the CONTRACTOR.
30. **CONTRACTOR Bankruptcy/Insolvency:** If the CONTRACTOR should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the CONTRACTOR’S insolvency, the COUNTY may terminate this CONTRACT.
31. **CONTRACTOR Personnel:** The CONTRACTOR warrants that all persons employed to provide service under this CONTRACT have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this CONTRACT.
32. **CONTRACTOR’S Project Manager and Key Personnel:** CONTRACTOR shall appoint a Manager to direct the CONTRACTOR’S efforts in fulfilling CONTRACTOR’S obligations under this CONTRACT. This Manager shall be subject to approval by the COUNTY and shall not be changed without the written consent of the COUNTY’S PROJECT MANAGER, which consent shall not be unreasonably withheld.

The CONTRACTOR’S Project Manager shall be assigned to this CONTRACT for the duration of this CONTRACT and shall pursue all work and services to meet the

CONTRACT timelines. Key personnel are those individuals who report directly to the CONTRACTOR's Project Manager.

COUNTY'S PROJECT MANAGER shall have the discretion to direct replacement or reassignment of any CONTRACTOR personnel during the term of this Agreement to ensure that all services and deliverables are provided in accordance with Exhibit B, Statement of Work.

- 33. County of Orange Child Support Enforcement:** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of CONTRACT but prior to official award of CONTRACT, the selected CONTRACTOR agrees to furnish to the CONTRACT MANAGER, the Purchasing Agent, or the agency/department deputy purchasing agent:
- a. In the case of an individual CONTRACTOR, his/her name, date of birth, Social Security number, and residence address;
 - b. In the case of a CONTRACTOR doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
 - c. A certification that the CONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees; and
 - d. A certification that the CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the CONTRACTOR to timely submit the data and/or certifications required may result in the CONTRACT being awarded to another CONTRACTOR. In the event a CONTRACT has been issued, failure of the CONTRACTOR to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the CONTRACT. Failure to cure such breach within sixty (60) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

- 34. Data – Title To:** All materials, documents, data or information obtained from the COUNTY data files or any COUNTY medium furnished to the CONTRACTOR in the performance of this contract will at all times remain the property of the COUNTY. Such data or information may not be used or copied for direct or indirect use by the CONTRACTOR after completion or termination of this contract without the express written consent of the COUNTY. All materials, documents, data or information, including copies, must be returned to the COUNTY at the end of this contract (or final renewal), as applicable.

35. Intellectual Property:

- a. **Federal Funding.** In any CONTRACT funded in whole or in part by the federal government, COUNTY may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the CONTRACT, except as provided in 37 Code of Federal Regulations part 401.14. CONTRACTOR agrees to grant the COUNTY, federal and state governments a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

b. Ownership.

1. Except where COUNTY has agreed in a signed writing to accept a license, COUNTY shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this CONTRACT.
2. For the purposes of this CONTRACT, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by COUNTY, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
 - (i) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research
3. In the performance of this CONTRACT, CONTRACTOR may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this CONTRACT. In addition, under this CONTRACT, CONTRACTOR may access and utilize certain of COUNTY's Intellectual Property in existence prior to the effective date of this CONTRACT. Except as otherwise set forth herein, CONTRACTOR shall not use any of COUNTY's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of COUNTY. Except as otherwise set forth herein, neither the CONTRACTOR nor COUNTY shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this CONTRACT, CONTRACTOR accesses any third-party Intellectual Property that is licensed to COUNTY, CONTRACTOR agrees to abide by all license and confidentiality

restrictions applicable to COUNTY in the third-party's license Contract.

4. CONTRACTOR agrees to cooperate with COUNTY in establishing or maintaining COUNTY's exclusive rights in the Intellectual Property, and in assuring COUNTY's sole rights against third parties with respect to the intellectual Property. If the CONTRACTOR enters into any contracts or subcontracts with other parties in order to perform this CONTRACT, CONTRACTOR shall require the terms of the contract(s) to include all Intellectual Property provisions of paragraphs thirty-six (36) (a) through thirty-six (36)(i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to COUNTY all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, CONTRACTOR or COUNTY and which result directly or indirectly from this CONTRACT or any subcontract.
 5. Pursuant to paragraph thirty-six (36) (b) (4) of the Intellectual Property Provisions of this CONTRACT, the requirement for the CONTRACTOR to include all Intellectual Property Provisions of paragraph thirty-six (a) through thirty-six (i) of the Intellectual Property Provisions in all contracts and subcontracts it enters into with other parties does not apply to contracts or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 663.700-730.
 6. CONTRACTOR further agrees to assist and cooperate with COUNTY in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce COUNTY's Intellectual Property rights and interests.
- c. Retained Rights/License Rights
1. Except for Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this CONTRACT, CONTRACTOR shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this CONTRACT. CONTRACTOR hereby grants to COUNTY, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of CONTRACTOR's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this CONTRACT, unless CONTRACTOR assigns all rights, title and interest in the Intellectual Property as set forth herein.
 2. Nothing in this provision shall restrict, limit, or otherwise prevent CONTRACTOR from using any ideas, concepts, know-how, methodology or techniques related to its performance under this

CONTRACT, provided that CONTRACTOR's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of COUNTY or third party, or result in a breach or default of any provisions of paragraphs thirty-six (a) through thirty-six (i) or result in a breach of any provisions of law relating to confidentiality.

d. Copyright.

1. CONTRACTOR agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph thirty-six (36)(b) (2) (i) of authorship made by or on behalf of CONTRACTOR in connection with CONTRACTOR's performance of this CONTRACT shall be deemed "works made for hire." CONTRACTOR further agrees that the work of each person utilized by CONTRACTOR in connection with the performance of this CONTRACT will be a "work made for hire," whether that person is an employee of CONTRACTOR or that person has entered into a contract with CONTRACTOR to perform the work. CONTRACTOR shall enter into a written contract with any such person that (i) all work performed for CONTRACTOR shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to COUNTY to any work product made, conceived, derived from or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this CONTRACT.
2. All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this CONTRACT that include Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this CONTRACT may not be reproduced or disseminated without prior written permission from COUNTY.

e. Patent Rights.

With respect to inventions made by CONTRACTOR in the performance of this CONTRACT, which did not result from research and development specifically included in the CONTRACT's scope of work, CONTRACTOR hereby grants to COUNTY a license as described under paragraph thirty-six (36)(c) for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the CONTRACT's scope of work, then CONTRACTOR agrees to assign to COUNTY, without additional compensation, all its right, title and interest in and to such inventions and to assist COUNTY in securing United States and foreign patents with respect thereto.

- f. Third-Party Intellectual Property. Except as provided herein, CONTRACTOR agrees that its performance of this CONTRACT shall not be dependent upon or include any Intellectual Property of CONTRACTOR or third party without first: (i) obtaining COUNTY's prior written approval; and (ii) granting to or obtaining for COUNTY's, without additional compensation, a license, as described in paragraph thirty-six (36)(c), for any of CONTRACTOR's or third-party's Intellectual Property in existence prior to the effective date of this CONTRACT. If such a license upon these terms is unattainable, and COUNTY determines that the Intellectual Property should be included in or is required for CONTRACTOR's performance of this CONTRACT, CONTRACTOR shall obtain a license under terms acceptable to COUNTY.

g. Warranties.

1. CONTRACTOR represents and warrants that:
 - (i) CONTRACTOR has secured and will secure all rights and licenses necessary for its performance of this CONTRACT.
 - (ii) Neither CONTRACTOR's performance of this CONTRACT, nor the exercise by either Party of the rights granted in this CONTRACT, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this CONTRACT will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by CONTRACTOR.
 - (iii) Neither CONTRACTOR's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
 - (iv) CONTRACTOR has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.
 - (v) CONTRACTOR has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to COUNTY in this CONTRACT.
 - (vi) CONTRACTOR has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this CONTRACT for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - (vii) CONTRACTOR has no knowledge of any outstanding claims, licenses or other charges, liens or encumbrances of any kind or nature whatsoever that could affect in any way CONTRACTOR's performance of this CONTRACT.
2. COUNTY MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS CONTRACT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

h. Intellectual Property Indemnity

1. CONTRACTOR shall indemnify, defend and hold harmless COUNTY and its licensees and assignees, and its officers, DIRECTOR, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating,

preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not CONTRACTOR is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or contracts of CONTRACTOR pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of COUNTY's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this CONTRACT. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this CONTRACT. COUNTY reserves the right to participate in and/or control, at CONTRACTOR's expense, any such infringement action brought against COUNTY.

2. Should any Intellectual Property licensed by the CONTRACTOR to COUNTY under this CONTRACT become the subject of an Intellectual Property infringement claim CONTRACTOR will exercise its authority reasonably and in good faith to preserve COUNTY's right to use the licensed Intellectual Property in accordance with this CONTRACT at no expense to COUNTY. COUNTY shall have the right to monitor and appear through its own counsel (at CONTRACTOR's expense) in any such claim or action. In the defense or settlement of the claim, CONTRACTOR may obtain the right for COUNTY to continue using the licensed intellectual Property or, replace or modify the licensed Intellectual Property, so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, COUNTY may be entitled to a refund of all monies paid under this CONTRACT, without restriction or limitation of any other rights and remedies available at law or in equity.
3. CONTRACTOR agrees that damages alone would be inadequate to compensate COUNTY for breach of any term of these Intellectual Property provisions of paragraphs thirty-six (36)(a) through thirty-six (36)(i) by CONTRACTOR. CONTRACTOR acknowledges COUNTY would suffer irreparable harm in the event of such breach and agrees COUNTY shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

- i. **Survival.**
The provisions set forth herein shall survive any termination or expiration of this CONTRACT or any CONTRACT schedule.

36. Disputes – Contract:

- a. The PARTIES shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this CONTRACT is not disposed of in a reasonable period of time by the CONTRACTOR's Project Manager and the COUNTY'S PROJECT MANAGER, such matter shall be brought to the attention of the COUNTY'S PROJECT MANAGER by way of the following process:
 1. The CONTRACTOR shall submit to the agency/department assigned COUNTY'S PROJECT MANAGER a written demand for a final decision regarding the disposition of any dispute between the PARTIES arising under, related to, or involving this CONTRACT, unless the COUNTY, on its own initiative, has already rendered such a final decision.
 2. The CONTRACTOR's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the CONTRACT, the CONTRACTOR shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the CONTRACTOR believes the COUNTY is liable.
- b. Pending the final resolution of any dispute arising under, related to, or involving this CONTRACT, the CONTRACTOR agrees to proceed with the provision of services under this CONTRACT. The CONTRACTOR's failure to proceed shall be considered a material breach of this CONTRACT.

Any final decision of the COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by the CONTRACT MANAGER. If the COUNTY fails to render a decision within ninety (90) days after receipt of the CONTRACTOR's demand, it shall be deemed a final decision adverse to the CONTRACTOR's contentions. Nothing in this paragraph shall be construed as affecting the COUNTY's right to terminate the CONTRACT for Cause or Terminate for Convenience as stated in paragraph J herein.

37. **Complaint Handling Procedures:** CONTRACTOR shall comply with grievance procedures, as defined by the program's funding stream. CONTRACTOR shall advise participants of their right to file complaints and of the procedures for resolution of complaints. CONTRACTOR shall follow the program's procedures for handling complaints which is available from the COUNTY'S PROJECT MANAGER for alleging a violation of regulations, grants or other agreements. Any decision of the COUNTY, the State or the federal government relating to the complaint shall be binding on CONTRACTOR.
38. **Corporate Status:** All corporate CONTRACTORS shall be registered with the California Secretary of State and shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board, or Internal Revenue Service. Any change in corporate status or suspension shall be reported by CONTRACTOR immediately in writing to COUNTY'S PROJECT MANAGER.
39. **EDD Independent CONTRACTOR Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the COUNTY pays \$600 or more or with whom the COUNTY enters into a contract for \$600 or more within a single calendar year attached hereto as Exhibit "J" and incorporated herein by this reference. The purpose of

this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/txir.htm.

- 40. Equipment:** All computer-related and electronic equipment purchased with funds provided under this CONTRACT or which are furnished to CONTRACTOR by COUNTY shall be considered Equipment. This includes, but not limited to laptops, desktop computers, iPads, cell phones, PDAs, cameras, and DVD players. Title to all items of Equipment purchased vests and will remain in COUNTY as such shall be designated by COUNTY'S PROJECT MANAGER. The use of such items of Equipment is limited to the performance of this CONTRACT. Upon the termination of this CONTRACT, CONTRACTOR shall immediately return any items of Equipment to COUNTY or its representatives, or dispose of them in accordance with the directions of COUNTY'S PROJECT MANAGER.

CONTRACTOR further agrees to the following:

- a. To maintain all items of Equipment in good working order and condition, except for normal wear and tear.
- b. To label all items of Equipment, do periodic inventories as required by COUNTY'S PROJECT MANAGER and to maintain an inventory list showing where and how the Equipment is being used, in accordance with procedures developed by COUNTY'S PROJECT MANAGER. All such lists shall be submitted to COUNTY'S PROJECT MANAGER within ten (10) days of the request therefore. Inventory lists must be maintained for four (4) years after final disposition of property.
- c. To report in writing to COUNTY'S PROJECT MANAGER immediately after discovery, the loss or theft of any items of Equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report submitted to COUNTY'S PROJECT MANAGER.
- d. To purchase a policy or policies of insurance covering loss or damage to any and all Equipment purchased under this Agreement, in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief and special extended perils (all risks) covering the parties' interests as they appear.
- e. The purchase of any Equipment by CONTRACTOR shall be requested by CONTRACTOR in writing, shall require the prior written approval of DIRECTOR and shall fulfill the provisions of this CONTRACT which are appropriate and directly related to CONTRACTOR's service or activity under the terms of this CONTRACT. COUNTY may refuse reimbursement for any costs resulting from

Equipment purchased, which are incurred by CONTRACTOR, if prior written approval has not been obtained from COUNTY'S PROJECT MANAGER.

41. **Gratuities:** The CONTRACTOR warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the CONTRACTOR or any agent or representative of the CONTRACTOR to any officer or employee of the COUNTY with a view toward securing the CONTRACT or securing favorable treatment with respect to any determinations concerning the performance of the CONTRACT. For breach or violation of this warranty, the COUNTY shall have the right to terminate the CONTRACT, either in whole or in part, and any loss or damage sustained by the COUNTY in procuring on the open market any services which the CONTRACTOR agreed to supply shall be borne and paid for by the CONTRACTOR. The rights and remedies of the COUNTY provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the CONTRACT.
42. **Sectarian Activities:** CONTRACTOR certifies that this CONTRACT does not aid or advance any religious sect, church or creed for a purpose that is sectarian in nature, nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination.
43. **Drug Free Workplace:** CONTRACTOR shall execute and abide by the Drug Free Workplace Certification attached hereto as Exhibit "E" and incorporated herein by this reference.
44. **Debarment:** CONTRACTOR shall execute and abide by the Debarment & Suspension Certification, attached hereto as Exhibit "F" and incorporated herein by this reference, and by so doing declares that it is not debarred or suspended or otherwise excluded from or ineligible for participation in federal/State assistance programs in accordance with 29 C.F.R. Part 98.
45. **Lobbying:**
 - a. CONTRACTOR shall execute and abide by the terms of the "Certification Regarding Lobbying," which is attached hereto as Exhibit "G" and incorporated herein by this reference. CONTRACTOR shall complete and immediately forward to the COUNTY'S PROJECT MANAGER the "Disclosure Form to Report Lobbying," a copy of which is attached hereto as Exhibit "H" and incorporated herein by this reference, if CONTRACTOR, or any person, firm or corporation acting on CONTRACTOR's behalf, engaged or engages in lobbying any federal office, employee, elected official or agency with respect to this CONTRACT or funds to be received by CONTRACTOR pursuant to this CONTRACT.
 - b. CONTRACTOR agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.
 - c. CONTRACTOR shall be in compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 and 29 CFR Part 93).
46. **Fraud:** CONTRACTOR shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this CONTRACT.
47. **Standards of Conduct:**
 - a. **General Assurance.** Every reasonable course of action will be taken by CONTRACTOR in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct.

This CONTRACT will be administered in an impartial manner, free from efforts to attain personal, financial or political gain. CONTRACTOR, its officers and employees, in administering this CONTRACT, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

- b. Employment of Former State or COUNTY Employees. CONTRACTOR will ensure that any of its employees who were formerly employed by the State of California or COUNTY, in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this CONTRACT, will not be assigned to any part or phase of the activities conducted pursuant to this CONTRACT for a period of not less than two years following the termination of such employment.
 - c. Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of CONTRACTOR will receive favorable treatment when considered for enrollment in programs provided by, or employment with CONTRACTOR.
 - d. Conducting Business Involving Close Personal Friends and Associates. Executives and employees of CONTRACTOR will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this CONTRACT, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for CONTRACTOR to conduct business with a friend or associate of an executive or employee of CONTRACTOR or an elected official in the area or a staff person or consultant who is a member or officer of the Board of Directors or other official governing body of CONTRACTOR, a permanent record of the transaction will be retained.
 - e. Avoidance of Conflict of Economic Interest. No executive or employee of CONTRACTOR, elected official in the area, or any staff person or consultant who is a member or officer of the Board of Directors or other official governing body of CONTRACTOR will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by CONTRACTOR or COUNTY.
48. **News/Information Release:** The CONTRACTOR agrees that it will not issue any news releases in connection with either the award of this contract or any subsequent amendment of or effort under this CONTRACT without first obtaining review and written approval of said news releases from the COUNTY through COUNTY'S PROJECT MANAGER.
49. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the PARTIES' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the PARTIES hereto may designate by written notice from time to time in the manner aforesaid.

For COUNTY:
Attn: CDM
County of Orange
OC Community Resources
1770 North Broadway
Santa Ana, CA 92706

For CONTRACTOR
Attn:
Pacific Gateway Workforce Investment Network
3447 Atlantic Avenue
Long Beach, CA 90807

50. **Literature / Publicity:** Any literature distributed by CONTRACTOR for the purpose of apprising businesses, participants, or the general public of its programs under this CONTRACT shall state that its program, wholly or in part, is funded through COUNTY, State and federal government funds; are supported by the County of Orange and the Orange County Workforce Investment Board and shall state that the program is an "equal opportunity employer/program" and that "auxiliary aids and services are available upon request to individuals with disabilities."
51. **Ownership of Documents:** The COUNTY has permanent ownership of all directly connected and derivative materials produced under this CONTRACT by the CONTRACTOR. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the COUNTY and may be used by the COUNTY as it may require without additional cost to the COUNTY. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the CONTRACTOR without the express written consent of the COUNTY.
52. **Precedence:** The CONTRACT documents consist of this CONTRACT and its exhibits and attachments. In the event of a conflict between or among the CONTRACT documents, the order of precedence shall be the provisions of the main body of this CONTRACT, i.e., those provisions set forth in the recitals and articles of this CONTRACT, and then the exhibits and attachments.
53. **COUNTY'S PROJECT MANAGER:** The COUNTY shall appoint a PROJECT MANAGER to act as liaison between the COUNTY and the CONTRACTOR during the term of this contract. The COUNTY'S PROJECT MANAGER shall coordinate the activities of the COUNTY staff assigned to work with the CONTRACTOR.
54. **Reports/Meetings:** The CONTRACTOR shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this CONTRACT. The COUNTY'S PROJECT MANAGER and the CONTRACTOR's Project Manager will meet on reasonable notice to discuss the CONTRACTOR's performance and progress under this CONTRACT. If requested, the CONTRACTOR's Project Manager and other CONTRACT personnel shall attend all meetings. The CONTRACTOR shall provide such information that is requested by the COUNTY for the purpose of monitoring progress under this CONTRACT, as specified in Exhibit B.
55. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the CONTRACTOR shall submit to the COUNTY a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the COUNTY upon written request of the CONTRACTOR. Upon termination COUNTY agrees to pay the CONTRACTOR for all services performed prior to termination which meet the requirements of the CONTRACT, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the CONTRACT. Upon termination or other expiration of this CONTRACT, each PARTY shall promptly return to the other PARTY all papers, materials, and other properties of

the other held by each for purposes of execution of the CONTRACT. In addition, each PARTY will assist the other PARTY in orderly termination of this CONTRACT and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each PARTY.

- 56. Errors and Omissions:** All reports, files and other documents prepared and submitted by CONTRACTOR shall be complete and shall be carefully checked by the professional(s) identified by CONTRACTOR as Project Manager and key personnel attached hereto, prior to submission to the COUNTY. CONTRACTOR agrees that COUNTY review is discretionary and CONTRACTOR shall not assume that the COUNTY will discover errors and/or omissions. If the COUNTY discovers any errors or omissions prior to approving CONTRACTOR'S reports, files and other written documents, the reports, files or documents will be returned to CONTRACTOR for correction. Should the COUNTY or others discover errors or omissions in the reports, files or other written documents submitted by CONTRACTOR after COUNTY approval thereof, COUNTY approval of CONTRACTOR's reports, files or documents shall not be used as a defense by CONTRACTOR in any action between the COUNTY and CONTRACTOR, and the reports, files or documents will be returned to CONTRACTOR for correction.

General Terms and Conditions:

- A. Governing Law and Venue:** This CONTRACT has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this CONTRACT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the PARTIES hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the PARTIES specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- B. Entire Contract:** This CONTRACT, including Exhibits A through L, which are attached hereto and incorporated herein by this reference, when accepted by the CONTRACTOR either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire CONTRACT between the PARTIES with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any COUNTY employee or agent, including but not limited to installers of software, shall not be valid or binding on COUNTY unless accepted in writing by CONTRACT MANAGER.
- C. Amendments:** No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the PARTIES; no oral understanding or agreement not incorporated herein shall be binding on either of the PARTIES; and no exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing.
- D. Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the PARTIES. Furthermore, neither the performance of this CONTRACT nor any portion thereof may be assigned or sub-contracted by CONTRACTOR without the

express written consent of COUNTY. Any attempt by CONTRACTOR to assign or sub-contract the performance or any portion thereof of this CONTRACT without the express written consent of COUNTY shall be invalid and shall constitute a breach of this CONTRACT.

- E. **Non-Discrimination:** In the performance of this CONTRACT, CONTRACTOR agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. CONTRACTOR acknowledges that a violation of this provision shall subject CONTRACTOR to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- F. **Termination:** In addition to any other remedies or rights it may have by law, COUNTY has the right to terminate this CONTRACT without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of CONTRACT, any misrepresentation or fraud on the part of the CONTRACTOR. Exercise by COUNTY of its right to terminate the CONTRACT shall relieve COUNTY of all further obligations.
- G. **Consent to Breach Not Waiver:** No term or provision of this CONTRACT shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- H. **Remedies Not Exclusive:** The remedies for breach set forth in this CONTRACT are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this CONTRACT does not preclude resort by either party to any other remedies provided by law.
- I. **Independent CONTRACTOR:** CONTRACTOR shall be considered an independent CONTRACTOR and neither CONTRACTOR nor its employees; nor anyone working under CONTRACTOR shall be considered an agent or an employee of COUNTY. Neither CONTRACTOR nor its employees; nor anyone working under CONTRACTOR shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.
- J. **Insurance:**

Insurance Provisions

Prior to the provision of services under this contract, the CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense and to deposit with the COUNTY Certificates of Insurance, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the COUNTY during the entire term of this contract. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability),

shall specifically be approved by the COUNTY Executive Office (CEO)/Office of Risk Management.

If the CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of this contract, the COUNTY may terminate this contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**

If the insurance carrier is not an admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the CONTRACTOR shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned, and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insured.
- 2) A primary non-contributing endorsement evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this contract shall give the County of Orange 30 day notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

If CONTRACTOR'S Professional Liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two years following completion of contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insured's" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this CONTRACT. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this CONTRACT may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this CONTRACT, nor act in any way to reduce the policy coverage and limits available from the insurer.

- K. Changes:** CONTRACTOR shall make no changes in the work or perform any additional work without the COUNTY's specific written approval.
- L. Change of Ownership:** CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this CONTRACT, the

new owners shall be required under terms of sale or other transfer to assume CONTRACTOR's duties and obligations contained in this CONTRACT and complete them to the satisfaction of COUNTY.

- M. Force Majeure:** CONTRACTOR shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this CONTRACT caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided CONTRACTOR gives written notice of the cause of the delay to COUNTY within thirty-six (36) hours of the start of the delay and CONTRACTOR avails himself of any available remedies.
- N. Confidentiality:** CONTRACTOR agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this CONTRACT. All such records and information shall be considered confidential and kept confidential by CONTRACTOR and CONTRACTOR's staff, agents and employees.
- O. Compliance with Laws:** CONTRACTOR represents and warrants that services to be provided under this CONTRACT shall fully comply, at CONTRACTOR's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by COUNTY in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by COUNTY. CONTRACTOR acknowledges that COUNTY is relying on CONTRACTOR to ensure such compliance, and pursuant to the requirements of Paragraph "J" and "X", CONTRACTOR agrees that it shall defend, indemnify and hold COUNTY and COUNTY Indemnities harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.

In its performance under this CONTRACT, CONTRACTOR shall fully comply with the requirements of the following, whether or not otherwise referred to in this CONTRACT:

- a) The Act and all applicable federal statutes, regulations, policies, procedures and directives, including but not limited to, 20 C.F.R. Parts 652 and 660 through 671.
1. All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, E.O. 11738, and Environmental Protection Agency regulations (40 CFR Part 15) in contracts in excess of \$100,000;
 2. Compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 328 and 333).
 3. All mandatory standards and policies relating to energy efficiency as particularized in the state Energy Conservation Plan (Title 20, California Code of Regulations), as required by the U.S. Energy Policy and Conservation Act (P.L. 94-163) as each may now exist or be thereafter amended;
 4. Compliance with the provisions of the Davis-Bacon Act for construction contracts in excess of \$2,000.
 5. Compliance with the Copeland Anti-Kickback Act for construction and repair awards.

- P. Waiver of Jury Trial:** Each PARTY acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each PARTY, for itself and its successors, creditors, and assigns, does hereby

expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any PARTY hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this CONTRACT and /or any other claim of injury or damage.

- Q. Terms and Conditions:** CONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this CONTRACT.
- R. Headings:** The various headings and numbers herein, the grouping of provisions of this CONTRACT into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- S. Severability:** If any term, covenant, condition, or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- T. Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- U. Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this CONTRACT, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
- V. Interpretation:** This CONTRACT has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this CONTRACT. In addition, each PARTY has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each PARTY further acknowledges that they have not been influenced to any extent whatsoever in executing this CONTRACT by any other PARTY hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this CONTRACT against the PARTY that has drafted it is not applicable and is waived. The provisions of this CONTRACT shall be interpreted in a reasonable manner to affect the purpose of the PARTIES and this CONTRACT.
- W. Authority:** The PARTIES to this CONTRACT represent and warrant that this CONTRACT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- X. Employee Eligibility Verification:** The CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this CONTRACT meet the citizenship or alien status requirement set forth in federal statutes and regulations. The CONTRACTOR shall obtain, from all employees, consultants and subcontractors performing work hereunder, all verification and other documentation of employment eligibility status required by federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employee, consultants and subcontractors for the period prescribed by the law. The CONTRACTOR shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be

assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this CONTRACT.


Y. Mutual Indemnification:

1. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, the State of California, and the Orange County Workforce Investment Board, their elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this CONTRACT.
2. County agrees to indemnify and hold CONTRACTOR, and its elected and appointed officials, officers, employees, agents harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by COUNTY pursuant to this CONTRACT.
3. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

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IN WITNESS WHEREOF, the PARTIES hereto certify that they have read and understand all the terms and conditions contained herein and have hereby cause this CONTRACT to be executed.


***CITY OF LONG BEACH ADMINISTERING ENTITY FOR PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK**

By: <u></u>	By: _____
Assistant City Manager	
Name: PATRICK H. WEST	Name: _____
Title: EXECUTED PURSUANT CITY MANAGER'S SECTION 301 OF THE CITY CHARTER.	Title: _____
Dated: <u>11.26.13</u>	Dated: _____

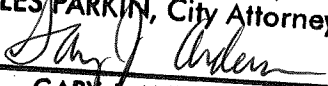
*For CONTRACTORS that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

For CONTRACTORS that are not corporations, the person who has authority to bind the CONTRACTOR to a contract, must sign on one of the lines above.

COUNTY OF ORANGE
A Political Subdivision of the State of California

By: <u></u>	Dated: <u>2/24/14</u>
Steve Franks, Director OC Community Resources	

APPROVED AS TO FORM
COUNTY COUNSEL

APPROVED AS TO FORM
Nov. 15, 2013
 CHARLES PARKIN, City Attorney
 By 
 GARY J. ANDERSON
 DEPUTY CITY ATTORNEY

GENERAL PROGRAM REQUIREMENTS

1. Project Summary:

- A. These General Program Requirements have been designed to provide the framework wherein the One-Stop Center(s) will provide or will coordinate the provision of services for the Orange County One-Stop System.
- B. Contractor agrees to comply, remain informed, and deliver services consistent with the provisions of WIA, Orange County Workforce Investment Board (OCWIB) Policy, Orange County Workforce Investment Area's Strategic Five-Year Plan, the California Education Code, the Rehabilitation Act, negotiated Memoranda of Understanding, Title V of the Older Americans Act, federal and state governance documents and/or any other appropriate statutes or requirements, related to the services provided in this Agreement.
- C. Where local policy has not been set, Contractor agrees to adhere to state or federal policy, as appropriate.
- D. Governance References
 1. Workforce Investment Act
 - a. Workforce Investment Act of 1998
 - b. Department of Labor, Employment and Training Administration, 20 CFR Part 652 et al. – Workforce Investment Act; Final Rules The Regulations define the One-Stop Delivery System as:

A system under which entities responsible for administering separate workforce investment, educational and other human resource programs and funding streams (referred to as One-Stop partners) collaborate to create a seamless system of service delivery that will enhance access to the programs' services and improve long-term employment outcomes for individuals receiving assistance.

(20 CFR, PART 652, §662.100)
 - c. Information Bulletins, Directives and any other federal and state guidance documents pertaining to the WIA
 - d. Actions, directives, and policy and procedures issued by the Orange County Workforce Investment Board or staff relevant to this contract, specifically MIS Policies and Procedures, Monitoring Guide Policy and Procedure, Audit Requirements Policy and Procedure and Selective Service Policy and Procedure.

2. Orange County One-Stop System

Contractor agrees to partner and to provide access to services provided by the mandated WIA One-Stop Partners as described in the Act as well as any additional partners identified by the OCWIB or the Orange County Board of Supervisors.

3. One-Stop Principles

Contractor agrees to integrate to the fullest extent possible, the following principles into the delivery of services:

- A. **Streamline services** through an integration of multiple programs, including Wagner-Peyser and WIA, at the service level through One-Stop service centers;
- B. **Empower individuals** with information and resources they need to manage their own careers;
- C. **Employer Services** that recognize business as a customer as well as a source for jobs leading to meaningful employment.
- D. **Universal access** for all job seekers to a core set of career decision-making and job search tools;
- E. **Increase accountability** of the delivery system to achieve improved results regarding skill gains, credentials earned, job placement rates, earnings and retention in employment;
- F. **State and local flexibility** to ensure that delivery systems are responsive to the needs of individual communities; and
- G. **Strong role for local boards** and the private sector to impact the design and operation of delivery systems.

Statement of Work
Veteran's Employment-Related Assistance Program
Pacific Gateway Workforce Investment Network (PGWIN)

I. COORDINATION

A. Service Delivery: To comply with the requirements of this Agreement, Pacific Gateway Workforce Investment Network – PGWIN (CONTRACTOR) must effectively and efficiently deliver employment and training services to eligible veterans under the Veterans Employment-Related Assistance Program (VEAP). The VEAP grant is awarded by the California Employment Department (EDD) to the Orange County Regional Services Collaborative, administered by the Orange County Workforce Investment Board (OCWIB). Under this project, CONTRACTOR will serve recently separated veterans that have been honorably discharged from the armed forces within the last four years as well as other eligible veteran target groups enumerated in the grant. The CONTRACTOR shall provide outreach, recruitment, assessment, case management, training, job placement and follow-up services to ensure the long-term success of the veterans served in this program. CONTRACTOR shall maintain and continue to improve the current system of service delivery by clearly demonstrating positive outcomes.

This VEAP project addresses the region's lack of sufficient services and coordinated efforts to meet the employment and service needs of recently separated veterans and other veterans with special needs (e.g., physical or behavioral challenges). The project will resolve the challenges contributing to these unmet needs of portability of services, resource boundaries, and lack of collaboration/comprehensive service delivery. The VEAP project will employ three fundamental strategies to ensure veterans can access training, jobs and supportive services unique to their skillsets and career goals: 1) Certified training programs that are short in duration and align with the growing industry; 2) Behavioral health services provided by licensed clinicians; and 3) Training programs such as On-the-Job Training (OJT) and Work Experience (WEX), job placement services, and support services that must be linked together in many locations across the large geographic area of PGWIN and the OCWIB.

The focus for the project will be employment and training in three industry clusters with the greatest demand and projected workforce growth based on local job demand, information provided by research partners and steady job demands from the local America's Job Center of California (AJCC)/One-Stop System. The industries are Health Care, Accommodation & Services, and Professional, Scientific, and Technical Services. Occupations with projected high growth in these industries include: Nurses, Management Analysts, Business Managers, First-line Supervisors, and general services and accommodation front line staff. These sectors provide the availability of 'horizontal' or 'cross-cutting' short-term; certification based training courses in Business Management, Project Management, and Information Technology.

- B. WIA is not an Entitlement Program:** Selection for a customer's participation in the VEAP program is a decision that is based on an assessment of the veteran's needs, interests, abilities, motivation, and their prospects for successfully completing the program, available funding levels and the local priority of service policy.

II. SERVICE GUIDELINES

- A. Target Population:** The purpose of this Agreement is to provide employment and training related services to veterans as specified above. Though the focus is on recently separated veterans, other veterans will not be excluded. Veterans served must be in at least one of the priority groups listed below: Eligible Veterans under this project include, Recently Separated Veterans, Service-Connected Disabled Veterans, Campaign Veterans, Veterans with Significant Barriers and Eligible Spouses.

1. Recently Separated Veterans: Veterans who have separated from the military within the 48-months prior to application and received a DD214 for conditions other than dishonorable. Applicants must follow the participant eligibility guidelines outlined in the WIA Eligibility Technical Assistance Guide issued in WIA Directive WIAD04-18, Title I Eligibility.

2. Service-Connected Disabled Veterans: Veterans who are entitled to compensation under laws administered by the Department of Veterans' Affairs, or individuals who were discharged or released from active duty because of a service-connected disability.

3. Campaign Veteran: Veterans that served on active duty in the United States Armed Forces during a war or in a campaign or expedition for which a campaign badge or medal has been authorized.

4. Veterans with Significant Barriers: Significant Barrier(s)" is defined as: characteristics that may hinder an individual's hiring, promotion, or participation in the labor force. Some examples of individuals who may face barriers to employment include: single parents, displaced homemakers, youth, public assistance recipients, older workers, substance abusers, teenage parents, and those with limited English speaking ability, criminal record, mental health barriers, or with a lack of education, work experience, credentials, child care arrangements, or transportation.

5. Eligible Spouses: As defined in the Jobs for Veterans Act, Public Law 107-288.

Under this agreement, CONTRACTOR shall enroll and serve forty-four (44) eligible veterans. Eighty percent (80%) of veterans (or 35 participants) to be served by the project will be men and women recently separated from active military duty within the last 48 months. In addition, the project will target other veterans with significant needs for training, employment assistance and support services, including those with disabilities and those with significant barriers to achieving and maintaining stable employment. Recently-separated (Iraq and Afghanistan War veterans) and other veterans entering or returning to the civilian workforce may face significant

challenges and barriers, such as limited education, training and occupational skills, and social barriers. CONTRACTOR shall also accommodate veterans and those who are living below the poverty level. Fifty (50%) percent of the Afghanistan and Iraq war veterans enrolled in the Veterans Affairs (VA) health care system were treated for behavioral health conditions according to the VA Department. These factors highlight the unique challenges facing the veteran population.

A common barrier for segments of the veteran population is the lack of easily identifiable transferrable skills or civilian work experience. Consequently, training and educational support services may be needed to address basic skills (such as literacy/numeracy and computer skills); communication and interpersonal skills; conceptual skills including problem-solving and planning. For veterans with civilian work experience prior to active duty, occupational skills needed may include training for a new career path and assistance with upgrading skills to be competitive in today's changing labor market. Employment readiness skills are essential for all segments of the veteran population.

It is anticipated that veterans entering this program will have a variety of barriers to employment. This might include unfamiliarity with the job seeking system, lack of education, physical health issues, adverse criminal justice system involvement and/or homelessness that prevents them from successfully obtaining productive employment. Many veterans may also have alcohol and substance abuse issues that need to be addressed prior to employment. Likewise, the veteran may have behavioral issues such as anger, depression, anxiety, low self-esteem, and post-traumatic stress disorder (PTSD).

B. Target Industries: The focus for the project will be employment and training industry clusters with the greatest demand and projected workforce growth based on local job demand, information provided by research partners; and steady job demands at the local AJCC/One-Stop System. The three industries mainly targeted are Health Care, Accommodation & Services, and Professional, Scientific, and Technical Services. Occupations with projected high growth in these industries include: Nurses, Management Analysts, Business Managers, First-line Supervisors, and general services and accommodation front line staff. These sectors were selected due to the availability of 'horizontal' or 'cross-cutting' short-term; certification based training courses in Business Management, Project Management, and Information Technology.

C. Collaborative Partner Services: CONTRACTOR shall facilitate working relationships and manage collaborative partnerships with other agencies that will enhance the delivery of services to veterans. Partner agencies provide various services to customers including, but not limited to, access to housing, transportation, child care, and community resources such as food, emergency funds, utilities and clothing. These needed services shall be provided by Community Based Organizations, Faith Based Organizations, and Governmental Agencies located throughout Los Angeles and Orange Counties. The VEAP Collaborative will rely on the active collaboration of these public and non-profit organizations to augment the

training and educational components that will provide the foundation for re-entry into the workforce. CONTRACTOR will work in partnership with all partners under this grant including but not limited to: the OCWIB, OC One-Stop Centers through ResCare, ProPath and OC One-Stop Business Services, Long Beach City College, US Vets, Department of Veterans Affairs – VA Long Beach Health System Authority and other agencies and employers.

- D. Continuous Quality Improvement:** The VEAP's goal is to strive for continuous improvement in all aspects of service delivery, thereby having a positive effect on System performance. Improvement will be facilitated by the CONTRACTOR through a constant review of policies and procedures, increased sensitivity to the needs of customers, improvement in the level of knowledge of partner services, identification and fulfillment of training needs and through the implementation of best practices.
- E. Policies and Procedures:** In lieu of Policies and Procedures established by the Orange County Workforce Investment Board (OCWIB) and referenced throughout this Exhibit, CONTRACTOR may elect to use their own internal policies. Should CONTRACTOR not have an applicable policy, CONTRACTOR shall abide by the OCWIA policies, as appropriate.

III. SERVICES

- A. Services Provided to Veterans:** CONTRACTOR shall provide the services described to those who can benefit from and who are in most need of such services, as appropriate, and within the funding and eligibility guidelines. Specialized workforce development services shall be designed to meet the unique needs of the recently-separated and other veteran populations. All veterans enrolled in VEAP will receive training that will lead to industry –recognized certificate or degree. In addition, the enrolled veterans will be given the opportunity to receive On-the-Job Training (OJT) through employers that the CONTRACTOR has identified. CONTRACTOR shall provide services both directly and/or through sub-contracts. CONTRACTOR shall assume responsibility for and meet established benchmarks and performance outcomes as outlined in Exhibits C and D of this Agreement (Adult (Grant Code 216) -15% and Dislocated Worker (Grant Code 217), Participant Plan; Budget, Expenditure and In-kind Contribution Plan; respectively).

Services can be broken down into three basic categories:

1. **Recruitment and Enrollment:**
 - a. CONTRACTOR shall have dedicated Staff and designated VEAP information at AJCC/One-Stop locations. These established sites shall be open during regular business hours allowing veterans access to employment and training related services.
 - b. CONTRACTOR shall conduct individual and/or group informational orientation sessions to veterans at their facilities. Orientations shall identify services available on-site and through the AJCC/One-Stop System.
 - c. CONTRACTOR shall provide information on industry specific occupations. CONTRACTOR shall provide Labor Market Information and career path information on emerging occupations.

- d. CONTRACTOR, along with collaborative partners and the local veteran's employment representatives, shall develop a coordinated marketing campaign designed to enhance ongoing recruitment and outreach efforts.
- e. CONTRACTOR, along with collaborative partners, shall develop material to promote the VEAP with local employers and businesses to generate additional support in hiring veterans. CONTRACTOR shall provide brochures to EDD Veterans Services staff to be used in informational packets and mailings to recently-separated and other veterans. CONTRACTOR shall coordinate efforts with EDD Veterans Representatives.
- f. CONTRACTOR shall adhere to the provisions of State Directives WSD 10-1, WSD08, OCWIB Informational Notice 08-OCWDA-17 and 08-OCWDA-17 Addendum #2 and 10-OCWDA-08 and 10-OCWDA-08 Addendum #2 and any subsequent updates and/or revisions for specific information regarding accessibility information to include on all printed materials.
- g. CONTRACTOR shall target homeless shelters and transitional living sites to provide program information. CONTRACTOR shall conduct outreach to the Veterans Administration, AMVETS, US Vets, Inc. and other veteran's community groups.
- h. CONTRACTOR shall attend available coordinated veterans' Job Fairs during the term of the project in conjunction with OCWIB , One-Stop and Business Services and provide hiring events that all veterans will be invited to attend. CONTRACTOR shall provide information about services available, assistance with job search activities and details concerning other federal, state and local social services to which the participating veterans may be entitled.
- i. Initial Assessment: CONTRACTOR shall conduct an online O*NET-based job skills Assessment in the Virtual One-Stop (VOS) System. Veterans recruited to the project will first participate in a WIA eligibility determination process. Following enrollment, veterans will participate in an objective assessment to identify interests and aptitudes for training and careers. This will include an evaluation of transferability of military skills to civilian applications. The Assessment shall match military education and job training with current civilian workplace needs through a crosswalk search of its comprehensive database of occupational skills, knowledge, and other occupational characteristics. The depth of the Assessment may vary depending on the needs, and the nature of personal and employment barriers of the veteran.

2. Work Readiness:

- a. Individualized Employment Plan (IEP): Based on military and other work experience, level of educational attainment, assessment results, personal circumstances and expressed interests, the veteran and the career consultant shall develop an IEP to plot out training and services to lead the participant to his/her employment objectives. The IEP shall address basic needs (housing, transportation, food, clothing, behavioral health/substance

abuse counseling), motivation issues, work history, previous education/training, income requirements, barriers to employment, and needed supportive services.

As the needs of the veteran change, the IEP shall be modified to reflect these changes. Since the approach to case management is to provide individualized attention, the veteran's changing needs shall be identified quickly. A revised action plan shall be developed along with detailed progress notes indicating how those needs are being met. Post-employment services shall be documented on the IEP, including job retention strategies and other needed follow-up services.

- b.** Comprehensive Case Management: The CONTRACTOR shall provide case management services to all veterans enrolled through the VEAP. Case management is considered a key component of service delivery and critical to the ultimate success of the veteran. Case management is necessary to assure that all of the needs of the veteran are met and that information is collected and reported. If a veteran is enrolled in more than one funding stream, differentiated services provided for each program shall be documented and justified. CONTRACTOR shall use the VOS for veteran case management.

The responsibilities of the Career Consultant are as follows:

- i.** Career Consultant shall contact veterans at least one time per month and a substantial service shall be provided and documented in the VOS. Services shall include, but are not limited to: staff-assisted job development, case management and short term pre-vocational services per TEG 17-05.
- ii.** Career Consultant shall be responsible for tracking the veteran's progress, assistance with identifying and overcoming any barriers, providing career and motivational counseling, acting as an advocate on behalf of the veteran and making other referrals for services and other resources that are identified in the IEP.
- iii.** Career Consultant shall assist the veteran in improving job seeking skills such as interviewing skills, utilizing job search engines, and communicating effectively with potential employers.
- iv.** Career Consultant shall use the information collected for input into the VOS System.
- v.** Career Consultant shall monitor all program offerings and ultimately performance outcomes.
- vi.** Career Consultant shall be responsible for assisting the veteran in obtaining and retaining employment.
- vii.** Career Consultant shall provide access to specialized job readiness workshops to include topics such as: Resume Creation and Critique, Interviewing Techniques, Job Search Techniques, Dressing for Success, and Workplace Etiquette.

- viii. Career Consultant shall provide access to electronic job search tools, self-help references and labor market information. This information shall be used to direct the veteran into high wage, high growth careers relevant to their surrounding job market so that training dollars are used in the most effective manner.
- c. **Supportive Services Coordination:** CONTRACTOR shall identify and provide supportive services and/or referrals as appropriate. Supportive services shall include, but are not limited to, transportation, clothing, childcare and other costs that may be a barrier to an individual's job search, training or placement. Supportive services shall only be issued after a need has been identified and when no other funding is available to pay for such services. CONTRACTOR shall be responsible for managing the provision of supportive services in as cost efficient manner as possible to ensure fair distribution and non-duplication of resources and services.
- d. **Training:** All veterans enrolled in VEAP shall receive training in an industry-certified program. Career Consultants shall describe the employment opportunities for which the project will provide training. Participants shall be encouraged to conduct sufficient career exploration and review of training programs to make informed decisions about their career choices. Once a training selection is made, the start of training will be scheduled. CONTRACTOR shall provide training in high-demand occupations for industry sectors. CONTRACTOR shall be responsible for referring each veteran to the most appropriate training activity for the individual as determined from the assessment and documented in the IEP. Various options for training shall be explored so an informed choice can be made that will ultimately lead toward attainment of a diploma or credential, job placement and successful job retention.

It is critical to the success of the veterans that appropriate training for job placement and career development is made available. Information on training content, length, schedules, requirements and anticipated outcomes will be detailed within each veteran's IEP. Through a variety of partnerships with local businesses, participants will also be offered customized, work-based on-the-job-training. Due to the broad spectrum of training offered, participants will have the opportunity to receive certificates in short term programs and then pursue employment immediately. Additionally, participants will have the opportunity to leverage the certificate training into continued education in 2-4 year degrees through the GI Bill training partners.

The categories below list the training services that may be made available to individuals showing an assessed need:

- i. Classroom training, customized training, leveraged training, and On-the-Job Training, apprenticeship opportunities, specifically targeting the high growth industry sectors, as planned and offered by VEAP partners. All training must lead to industry-recognized certificates.

- ii. Occupational Skills Training may be offered through Individualized Training Accounts (ITA). ITAs permit a wide range of choices to veterans and are locally monitored to offer training in only demand occupations. Occupational skills training can include training for nontraditional employment.

An ITA shall be issued only after meeting all of the established guidelines and criteria as established by the CONTRACTOR. The approved training vendor may provide only the specified training outlined on the training approval, which is to pay the costs of tuition, books and other required training materials. The training vendor is responsible for providing this training and ensuring that the veteran develops the needed competencies to be employed in the specific field. All other needs of the veteran shall be met through the Career Consultant. The veteran shall receive supportive services, counseling or other assistance they might need in order to have successful completion of training, followed by successful placement into unsubsidized employment. CONTRACTOR shall monitor veterans' attendance and progress in all training activities.

- iii. On-the-Job Training sponsored by an employer that is provided to a paid participant while engaged in productive work in a job that provides knowledge or skills essential to the full and adequate performance of the job.
- iv. Customized training conducted with a commitment by an employer or group of employers, such as in a specific recruitment, to employ an individual upon successful completion of the training.
- v. Industry target, high-growth, high-wage training under initiatives and partnerships developed by the Pacific Gateway WIN will be provided by community colleges, employers and other training providers.
- vi. Training Programs that combine workplace training with related instruction, which may include cooperative education programs.
- vii. Skill upgrading and retraining, entrepreneurial training, job readiness training, and training programs operated by the private sector.
- viii. CONTRACTOR may also provide, either in-house, or through referral, classroom training, adult education and literacy training.
- ix. CONTRACTOR shall seek other non-WIA funded training, whenever possible, and shall use these sources to offset WIA funds where applicable. These leveraged training costs can be tracked under the in-kind/match contribution.
- x. Some of the occupations where veterans will be trained and/or employed include:

Occupations in the identified industry sector in which veterans will be trained or employed	Expected hourly wage range
Paramedic/Emer. Medical Technician	\$13.88 - \$24.71
Medical Lab Assistant	\$16.21 - \$26.65
Registered Nurse	\$33.82 - \$45.96
Medical Assistant	\$29.15 - \$39.93
Project Manager	\$26.69 - \$122.07
Network Security Specialist	\$33.21 - \$52.12
Administrative Services Managers	\$25.61 - \$44.31
Computer & Information Sys. Mngrs.	\$35.70 - \$62.56
Food Service Managers	\$15.40 - \$22.86
Business Operations Specialists	\$26.14 - \$34.11
General and Operations Managers	\$37.55 - \$55.42
Pharmacy Technicians	\$17.84 - \$24.33

3. Employment and Follow-up:

- a. CONTRACTOR shall work with veterans to ensure their resume is updated with information about recently-acquired training and employment experience.
- b. CONTRACTOR shall work with veterans to prepare them to interview successfully and to follow-up with the veteran after the interview to provide feedback on how to strengthen verbal responses to interview questions.
- c. CONTRACTOR shall provide job development services to assist the veterans in obtaining gainful employment that allows them to attain financial independence and successful integration into the community. CONTRACTOR shall work with area businesses to identify employment opportunities in companies that target the recruitment of veterans. Additionally, CONTRACTOR shall encourage and support the hiring of veterans in the industry clusters identified as high-growth and high-demand. Business Service team members will send resumes to targeted employers, schedule interviews and follow-up with employers.
- d. Following job placement, CONTRACTOR shall assist veterans and their respective employers with job retention. CONTRACTOR shall provide follow-up activities, as needed, and document any services provided in the case notes of the client file. The purpose of these follow-up services and activities is to ensure that exited veterans have overcome any problems that may arise during this critical period and to ensure further progress toward long-term employment and self-sufficiency. Follow-up services may include, but are not limited to, providing on-going case management, behavioral health support, and supportive services as needed.
- e. During the retention period, CONTRACTOR shall ensure that the veteran remains employed and if they lose their job during this time, shall

immediately work with the veteran so they can secure new employment. CONTRACTOR shall provide one-on-one counseling during follow-up contacts that focus on identifying and eliminating any barriers that may be preventing the veteran from successfully retaining a job. Veterans shall be encouraged to attend workshops related to skill enhancement, job retention, and fostering and attaining self-sufficiency. EDD Veteran's Representatives will continue to be key partners, and will work closely with staff to provide additional job placement and follow-up services.

IV. SERVICE STANDARDS

A. Hours of Operation and Schedules

1. Operational hours: CONTRACTOR's AJCC/One-Stop Center(s) shall be open, at minimum from 8:00 to 5:00 PM. Hours of operation shall effectively serve the needs of its customers.
2. Holiday Operation schedules: CONTRACTOR's offices shall be closed for the following holidays as established by the City of Long Beach during the two-year term of this Agreement. CONTRACTOR shall ensure that arrangements are made to keep full service delivery available throughout the year with limited closings as detailed below for the following holidays:
 - Independence Day
 - Labor Day
 - Columbus Day
 - Veteran's Day Observed
 - Thanksgiving
 - Day after Thanksgiving
 - Christmas Day
 - New Year's Day
 - Martin Luther King Jr. Day
 - Lincoln's Day
 - President's Day
 - Memorial Day

B. Website and Website Tools

Website: CONTRACTOR's website shall allow customer's access to information about the VEAP program. CONTRACTOR shall ensure information is accurate and up to date. All virtual resources and tools as well as design and layout changes regarding VEAP shall be approved by the OCWIB prior to development and launch.

C. Communication and Distributed Material

1. Outreach and recruitment: CONTRACTOR must provide a copy of all outreach and recruitment materials to OCWIB prior to publication.
2. Language requirements: All printed material and other information at the AJCC/One-Stop shall be provided in English, Spanish and Khmer. Whenever feasible, language barriers shall be removed so that all visitors to the One-Stop feel welcome and have a positive experience. All marketing materials shall be submitted to the OCWIB Administrative office for approval, prior to use.
3. Notice and Communication requirements: Materials shall indicate that the CONTRACTOR may be reached by telephone, the telephone number of any TDD/TTY or relay service used by the CONTRACTOR shall be indicated. If the CONTRACTOR does not have a TDD/TTY, the California Relay Service (CRS) (1-800/735-2922) may be used as an alternative. [29CFR Part 37; WSD 07-06]
4. Information and services accessed electronically: Policy and procedure shall be established by CONTRACTOR to assure that the notice requirements of Title 29 CFR Part 37 are met. [29 CFR Part 37; WSD 07-06]
5. Distributed publications, broadcasts, and other communications: Promotion of WIA programs or activities, shall include the following tagline:

'This WIA Title I financially assisted program or activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities'

CONTRACTOR shall include the following tagline on all flyers, notices and other communication promoting, advertising and /or informing the public of meetings, workshops, seminars, job fairs, etc. sponsored by or offered by the CONTRACTOR:

'If you need special assistance to participate in this _____ (meeting, workshop, etc.), call _____. Please call 48 hours in advance to allow the One-Stop Center to make reasonable arrangements to ensure accessibility to this _____ (meeting, workshop etc.)'

6. America's Job Center of California Requirements: The official name for the statewide system of providing employment and training through the Workforce Investment Act (WIA) partnerships and various other local programs is "America's Job Center SM." To achieve the goals of this grant, it is important that the public has a quick and easy method to identify that the projects or programs they are taking part in are part of the "America's Job Center." To provide this information to the public, CONTRACTOR agrees to place the America's Job Center logo, in accordance with the State of California guidelines for such use, on all public materials such as statements, press releases, brochures, advertisements, reports, and other documents describing projects or programs funded in whole or in part with WIA funds.

When the America's Job Center logo is used, Grantee may accompany it with the following statement: "The Veteran's Employment-Related Assistance Program is a proud partner of the America's Job Center network."

The CONTRACTOR shall not use the America's Job Center logo in any manner that would imply that the State of California endorses a commercial product, service, or activity.

D. File Maintenance and Documentation:

A case file shall be maintained for every enrolled participant. At a minimum, the case file shall include information and documentation of the following:

- Program eligibility/determination of need;
- All source documents needed for validation (as referenced in State Directives WSD09-18, WSD 12-8, WSD 13-, DOL TEN 4-13 and OCWIB Information Notices 10-OCWDA 03, 12-OCWDA-05 and 13-OCWDA-02);
- Certification of source documents and hard or scanned copy of the source documents;
- All MIS/JTA forms;
- Initial and/or Comprehensive Assessments, as applicable;
- IEP, including all updates of services provided and completed;
- Completed resume within three weeks of IEP;
- Approved ITA voucher;
- Progress reports, time and attendance if receiving WIA funded training. For non-WIA funded training, CONTRACTOR shall require the participant to provide attendance verification from the school as a condition of receiving other WIA services;
- Case management notes showing provision of substantial services.

E. Confidentiality: CONTRACTOR shall agree to the following:

1. All applications and individual records related to services provided under this Agreement, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services. The sharing of individual and client information necessary for provision of services under this Agreement; i.e.: assessment; case management notes; program or training referral; job development, placement or follow-up activities; and other services as needed for employment or program support purposes, constitutes a valid use of such information.
2. No person or employee shall otherwise publish or disclose, use, or permit, cause to be published, disclosed or used, any confidential information pertaining to VEAP applicants, participants, or customers.
3. CONTRACTOR shall abide by the current confidentiality provisions of respective statutes and share information necessary for the administration of programs operated through the AJCC/One-Stop System.

- F. Collaborative Partner Relations:** In order to ensure effective and efficient service delivery by all partnering agencies under the VEAP, all associated staff shall meet on a quarterly basis during the first year of the project and twice per year thereafter to discuss project operations, share information and best practices, review outcomes and discuss methods for improving service delivery to the veteran population in Southern California.

V. PERFORMANCE

- A. Performance Measures:** The Workforce Investment Act requires a comprehensive accountability system to determine the effectiveness of services provided. CONTRACTOR shall agree to meet or exceed required federal, state and local standards, measurements and outcomes of all funding streams received in the operation and administration of the project.

Under this Agreement, at minimum, CONTRACTOR shall enroll 44 eligible veterans; twenty-two (22) veterans served under the Adult – 15% eligibility and twenty-two (22) served under the Dislocated Worker – 25% eligibility. Eighty percent (80%) of all enrolled under this project shall be recently-separated veterans (or 35 participants).

CONTRACTOR shall enroll all (100%) veterans in training. CONTRACTOR can access training through available VEAP funds, leveraged from partners or from other projects, leveraged from formula funding, On-the-Job Training (OJT) and other resources. CONTRACTOR shall work and consult with OCWIB regarding additional training strategies to ensure the project meets the performance goals.

A minimum of eighteen (18) of the 22 veterans enrolled separately under Adult and Dislocated worker eligibilities, for a project-wide total of thirty-six (36), will complete the training. Under Adult and DW separately, a minimum of sixteen (16) veterans (with a total project-wide of thirty-two (32)) shall receive industry-recognized certification. At least fourteen (14) under each Adult and DW eligibility, will be placed in unsubsidized employment, for a project total of twenty-eight (28) of those placed in unsubsidized employment, at least ten (10), for a project total of 20 shall be training-related. All 44 enrolled under this agreement, shall be exited at the end of the project term. CONTRACTOR shall target at least 28, shall retain employment for six (6) months.

CONTRACTOR's performance shall be evaluated on a quarterly basis and is expected to meet or exceed established performance measures outlined in Exhibit C.

- B. Internal Monitoring:** CONTRACTOR shall be responsible for on-going internal monitoring of the Veteran's Program funded under this Agreement to ensure compliance with legislation, regulations, bulletins and directives. Results of internal monitoring must be in writing and must be available to OCWIB staff, upon request. Internal monitoring shall include, but is not limited to the following:

1. Review of all VOS or hardcopy files to determine that eligibility criteria have been met:

2. Random VOS file review for IEP updates, case note documentation, attendance verification, training approval and enrollment, OJT employer agreement, training completion and certification, placement verification, supportive service documentation and delivery, and post placement follow-up:
 3. Review of gaps in service delivery:
 4. Ongoing review of participant rosters to ensure accuracy of data:
 5. Verification of veteran's attendance, performance and employment information.
- C. Corrective Action Plans:** Performing at or below the contract level on a monthly basis on any individual performance measure shall be subject to the following corrective action:
1. Assessment of the causes of the low performance;
 2. Development and implementation of an appropriate Corrective Action Plan to raise performance; and
 3. Monitoring of subsequent performance to assess the impact of the Corrective Action Plan;
 4. CONTRACTOR's performance trends and Corrective Action Plans are critical to decisions regarding contract renewal. Failure to achieve the goals set forth in the Corrective Action Plan may result in penalties such as de-obligation of funds or revocation of the Agreement with the County of Orange.
- D. Common Measures:** CONTRACTOR shall implement Common Measures as defined in TEGL 17-05, and any subsequent updates and/or revisions, as applicable.
- E. Compliance:** All funds are subject to their related Federal, State, and Local statutory and regulatory requirements. These requirements are detailed in governing documents that include, but are not limited to, the WIA and its associated federal regulations, including Title 29 of the Code of Federal Regulations, State and Federal WIA directives, OMB Circulars, and CONTRACTOR's Information Bulletins and Policy Memorandum, as applicable.

VI. DELIVERABLES

- A. Deliverables:** Limited funding and limited fund life requires that expenditures and participant information be reported in a timely and accurate manner, so that inefficiencies can be identified, and unanticipated fund balances can be determined and reallocated to the best possible use. Performance data, including expenditures, shall be reviewed monthly and beginning with second quarter data, shall be used for making comparisons, assessing performance and reallocating funds.
- B. MIS:** All data entry shall be completed and submitted to the OCWIB by the thirteenth (13th) of each month for the previous month's activities. CONTRACTOR shall be responsible for data verification and contract performance compliance.

- C. Invoices:** Monthly invoices are due to the OCWIB by the twentieth (20th) day following the month being reported.
- D. Match/In-Kind Contribution:** CONTRACTOR shall track in-kind and/or cash match on a monthly basis. The amount of this contribution shall be indicated on Exhibit D. Matching funds will be subject to the reporting requirements contained in WIA Directive WSD12-3, Quarterly and Monthly Financial Reporting Requirements.
- E. Monthly Project Report:** CONTRACTOR shall submit a Monthly Project Report no later than the fourth (4th) of each month for the previous month. The Report shall include: (1) Accrued expenditures to date; (2) Participants enrolled to date; (3) Number placed in employment and in what occupations; (4) Brief summary of project activities; (5) Constraints or other barriers encountered that impeded your ability to meet project goals and (6) Success Stories.
- F. Meetings:** CONTRACTOR shall participate in scheduled monthly, quarterly meetings including kick-off, VEAP partner and project activity, monitoring, special scheduled meetings, job fair, recruitment, outreach and resources meetings. Attendance and representation at these meetings is critical for program success and will be tracked.

Public Gateway Workforce Investment Network (PGWIN)
 WIA PERFORMANCE
 Veterans Employment Assistance Program - Adult, PY 2013-14

Exhibit C
 Agreement # 13-2628242

Comptroller	Performance Goals	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	TOTAL
1	Total Participants EMPLOYED:	0	3	7	10	15	20	22	22	22	22	22	22	22	22	22	22	22	22	22	22
2	Placement in Education or Training	0	3	4	5	9	12	18	15	16	16	16	16	16	16	16	16	16	16	16	16
	a. Entered former technical training program	0	2			6			2	2	2	2	2	2	2	2	2	2	2	2	2
	b. Entered former postsecondary education program	0	0			1			0	0	0	0	0	0	0	0	0	0	0	0	0
	c. Entered pre-apprenticeship program	0	0			0			0	0	0	0	0	0	0	0	0	0	0	0	0
	d. Entered apprenticeship program	0	0			0			0	0	0	0	0	0	0	0	0	0	0	0	0
	e. Entered on-the-job training	0	1	0	0	2	0	0	3	4	6	7	8	11	11	12	13	15	15	18	15
3	Completion of Education or Training	0	0			0			1	1	3	3	3	3	4	4	4	4	4	4	4
	a. Completed career technical training program	0	0			0			0	0	0	0	0	0	0	0	0	0	0	0	0
	b. Completed postsecondary education program	0	0			0			0	0	0	0	0	0	0	0	0	0	0	0	0
	c. Completed pre-apprenticeship program	0	0			0			0	0	0	0	0	0	0	0	0	0	0	0	0
	d. Completed industry-recognized certificate	0	0			0			2	4	4	4	4	4	4	4	4	4	4	4	4
	e. Completed Other (describe): Complete industry-recognized skill matrix program	0	0			0			0	1	3	5	6	8	11	12	13	13	14	14	14
4	Placement in Unassisted Employment	0	0			0			0	1	3	5	6	8	11	12	12	13	13	14	14
	a. Training enabled	0	0			0			0	1	2	3	4	5	7	9	10	10	10	10	10
	b. Exit into unassisted employment	0	0			0			1	3	5	7	7	9	12	12	13	15	18	22	22
	c. Exit into postsecondary education	0	0			0			0	0	3	3	3	3	3	3	3	3	3	3	3
	d. Other exits	0	0			0			0	0	0	0	0	0	0	0	0	0	0	0	0
5	Retained Employment (6 months)	0	0			0			1	1	2	2	2	2	2	2	2	2	2	2	2
6	Average Earnings (Annually)																				\$ 13,000
7	Average Earnings (Annually)																				\$ 13,000

Pacific Gateway Workforce Investment Network (PGWIN)
WIA PERFORMANCE
Veterans Employment Assistance Program - Dislocated Worker (DW), PY 2013-14

Exhibit C
Agreement # 1326-02342

Category	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	TOTAL	
1. Total Participants ENJOY LEP:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
2. Placement in Education or Training	0	3	7	10	15	20	22	23	22	22	22	22	22	22	22	22	22	22	22	22	
a. Extended career technical training program	0	2	4	6	9	12	18	20	22	22	22	22	22	22	22	22	22	22	22	22	
b. Extended postsecondary education program	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
c. Extended apprenticeship program	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
d. Extended apprenticeship program	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
3. Completion of Education or Training	0	1	0	0	2	0	0	3	3	4	3	4	4	4	4	4	4	4	4	4	
a. Completed career technical training program	0	0	0	0	0	0	1	1	2	3	3	4	4	4	4	4	4	4	4	4	
b. Completed postsecondary education program	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
c. Completed apprenticeship program	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
d. Completed industry-derived certificate	0	0	0	0	0	0	2	2	2	4	4	4	4	4	4	4	4	4	4	4	
4. Placement in Unsubsidized Employment	0	0	0	0	0	0	0	0	0	1	3	5	6	8	11	12	13	14	14	14	
a. Training needed	0	0	0	0	0	0	0	0	0	1	3	5	6	8	11	12	13	14	14	14	
5. Total Participants EXITED:	0	0	0	0	0	0	0	1	2	3	2	7	9	12	12	13	15	18	22	22	
a. Exit into unsubsidized employment	0	0	0	0	0	0	0	0	0	3	5	7	9	12	12	13	15	18	22	22	
b. Exit into advanced training	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
c. Exit into postsecondary education	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
d. Other exits	0	0	0	0	0	0	1	1	2	2	2	2	2	2	2	2	3	3	8	8	
6. Required Employment (if months)																				\$ 15,000	
7. Average Earnings (Annually)																					\$ 15,000

Budget VEAP SERVICES FY 13-15

PROGRAM NAME: Adult -15% GC (216)		Budget					
		Core Self	Core Registered	Intensive	Training	Total	In-Kind
PROGRAM	Operations Activities:						
	Salaries	\$4,211		\$21,446		\$25,657	\$35,664
	Benefits	\$2,139		\$10,895		\$13,034	\$18,118
	Monthly Rent						
	Lease Termination						
	Maintenance						
	Utilities						
	Insurance						
	IT Services						
	Telephone						
	Publishing/Marketing Materials/Printing			\$2,250		\$2,250	
	Meetings/Conferences						
	Job Fairs						
	Professional Memberships						
	Subscriptions						
	Equipment						
	Office Supplies						
	Postage						
	Travel/Mileage			\$309		\$309	
	Profit						
Other							
	<i>Operations Related Activities Subtotal</i>	\$6,350	\$0	\$34,900	\$0	\$41,250	\$53,782
	Training Activities:						
	Individual Training Agreements (ITA)				\$30,000	\$30,000	\$2,500
	Employer Reimbursement-OJT/CT				\$14,750	\$14,750	\$13,718
	Other:						
	<i>Training Subtotal</i>				\$44,750	\$44,750	\$16,218
	Direct Client Related Services:						
	Participant Supportive Services			\$4,000		\$4,000	
	Participant Wages and Benefits (WEX)					\$0	
	<i>Direct Client Related Services Subtotal</i>			\$4,000	\$0	\$4,000	\$0
	Program Subtotal	\$6,350	\$0	\$38,900	\$44,750	\$90,000	\$70,000
ADMINISTRATION	Administration:						
	Salaries						
	Benefits						
	Profit						
	Other						
	<i>Administration Subtotal</i>	\$0	\$0	\$0	\$0	\$0	\$0
	Grand Total	\$6,350	\$0	\$38,900	\$44,750	\$90,000	\$70,000

Budget VEAP SERVICES FY 13-15

PROGRAM NAME: DW-25% GC 217		Budget					
		Core Self	Core Registered	Intensive	Training	Total	In-Kind
PROGRAM	Operations Activities:						
	Salaries	\$4,211		\$21,446		\$25,657	\$35,664
	Benefits	\$2,139		\$10,895		\$13,034	\$18,118
	Monthly Rent						
	Lease Termination						
	Maintenance						
	Utilities						
	Insurance						
	IT Services						
	Telephone						
	Publishing/Marketing Materials/Printing			\$2,250		\$2,250	
	Meetings/Conferences						
	Job Fairs						
	Professional Memberships						
	Subscriptions						
	Equipment						
	Office Supplies						
	Postage						
	Travel/Mileage			\$309		\$309	
	Profit						
Other							
	<i>Operations Related Activities Subtotal</i>	\$6,350	\$0	\$34,900	\$0	\$41,250	\$53,782
	Training Activities:						
	Individual Training Agreements (ITA)				\$30,000	\$30,000	\$2,500
	Employer Reimbursement-OJT/CT				\$14,750	\$14,750	\$13,718
	Other:						
	<i>Training Subtotal</i>				\$44,750	\$44,750	\$16,218
	Direct Client Related Services:						
	Participant Supportive Services			\$4,000		\$4,000	
	Participant Wages and Benefits (WEX)						
	<i>Direct Client Related Services Subtotal</i>			\$4,000	\$0	\$4,000	\$0
	Program Subtotal	\$6,350	\$0	\$38,900	\$44,750	\$90,000	\$70,000
ADMINISTRATION	Administration:						
	Salaries						
	Benefits						
	Profit						
	Other						
	<i>Administration Subtotal</i>	\$0	\$0	\$0	\$0	\$0	\$0
	Grand Total	\$6,350	\$0	\$38,900	\$44,750	\$90,000	\$70,000

VEAP PY 13-15 EXPENDITURE PLAN
ADULT - 15% (GC 216)

PROGRAM NAME: VEAP Adult		FIRST QUARTER			SECOND QUARTER			THIRD QUARTER			FOURTH QUARTER			FIFTH QUARTER			SIXTH QUARTER			SEVENTH QTR		TOTAL	
		Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15		
PROGRAM	Operations Activities:																						
	Salaries				1,510	1,510	1,510	1,510	1,510	1,510	1,510	1,510	1,510	1,510	1,510	1,510	1,510	1,510	1,510	1,510	1,497	25,657	
	Benefits				766	766	766	766	766	766	766	766	766	766	766	766	766	766	766	766	766	778	13,034
	Monthly Rent																						-
	Lease Termination																						-
	Maintenance																						-
	Utilities																						-
	Insurance																						-
	IT Services																						-
	Telephone																						-
	Publishing/Marketing Materials/Printing					200	500	200	100	200	100		200	200	100	150	100		100		100		2,250
	Meetings/Conferences																						-
	Job Fairs																						-
	Professional Memberships																						-
	Subscriptions																						-
	Equipment																						-
	Office Supplies																						-
	Postage																						-
	Travel/Mileage					50			50			50			50				50		59		309
	Profit																						-
Other																						-	
	Operations Related Activities Subtotal:	-	-	-	2,276	2,526	2,776	2,476	2,426	2,476	2,376	2,326	2,476	2,476	2,426	2,426	2,376	2,326	2,376	2,335	2,375	41,250	
	Training Activities:																						
	Individual Training Agreements (ITA)								1,500	1,500	1,500	1,500	1,500	3,214	3,214	3,214	3,214	3,214	3,214	3,215	3,215	30,000	
	Employer Reimbursement-OJT/CT								738	738	738	738	738	1,580	1,580	1,580	1,580	1,580	1,580	1,580	1,580	14,750	
	Other:																					-	
	Training Subtotal:	-	-	-	-	-	-	-	738	738	738	738	738	1,580	1,580	1,580	1,580	1,580	1,580	1,580	1,580	44,750	
	Direct Client Related Services:																						
	Participant Supportive Services								200	200	200	200	200	400	400	400	400	400	400	400	600	4,000	
	Direct Client Related Services Subtotal:	-	-	-	-	-	-	-	200	200	200	200	200	400	400	400	400	400	400	400	600	4,000	
	Program Subtotal:	-	-	-	2,276	2,526	2,776	2,476	2,426	3,414	3,314	3,264	3,414	3,414	4,406	4,406	4,356	4,306	4,356	4,315	4,555	90,000	
ADMINISTRATION	Administration:																						
	Salaries																						
	Benefits																						
	Profit																						
	Other																						
		Administration Subtotal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Grand Total	-	-	-	2,276	2,526	2,776	2,476	2,426	3,414	3,314	3,264	3,414	3,414	4,406	4,406	4,356	4,306	4,356	4,315	4,555	90,000	

VEAP PY 13-15 EXPENDITURE PLAN
 DISLOCATED WORKER - 25% (GC 217)

PROGRAM NAME: VEAP DW		FIRST QUARTER			SECOND QUARTER			THIRD QUARTER			FOURTH QUARTER			FIFTH QUARTER			SIXTH QUARTER			SEVENTH QTR		TOTAL
		Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-14	Feb-14	
PROGRAM	Operations Activities:																					
	Salaries				1,510	1,510	1,510	1,510	1,510	1,510	1,510	1,510	1,510	1,510	1,510	1,510	1,510	1,510	1,510	1,510	1,497	25,657
	Benefits				766	766	766	766	766	766	766	766	766	766	766	766	766	766	766	766	778	13,034
	Monthly Rent																					-
	Lease Termination																					-
	Maintenance																					-
	Utilities																					-
	Insurance																					-
	IT Services																					-
	Telephone																					-
	Publishing/Marketing Materials/Printing					200	500	200	100	200	100		200	200	100	150	100		100		100	2,250
	Meetings/Conferences																					-
	Job Fairs																					-
	Professional Memberships																					-
	Subscriptions																					-
	Equipment																					-
	Office Supplies																					-
Postage																					-	
Travel/Mileage				50			50			50			50			50		59			309	
Profit																					-	
Other																					-	
Operations Related Activities Subtotal:	-	-	-	2,326	2,476	2,776	2,526	2,376	2,476	2,426	2,276	2,476	2,526	2,376	2,426	2,426	2,276	2,435	2,276	2,375	41,250	
Training Activities:																						
Individual Training Agreements (ITA)									1,500	1,500	1,500	1,500	1,500	3,214	3,214	3,214	3,214	3,214	3,215	3,215	30,000	
Employer Reimbursement-OJT/CT									738	738	738	738	738	1,580	1,580	1,580	1,580	1,580	1,580	1,580	14,750	
Other:																					-	
Training Subtotal:	-	-	-	-	-	-	-	-	738	738	738	738	738	1,580	1,580	1,580	1,580	1,580	1,580	1,580	44,750	
Direct Client Related Services:																						
Participant Supportive Services									200	200	200	200	200	400	400	400	400	400	400	400	600	4,000
Direct Client Related Services Subtotal:	-	-	-	-	-	-	-	-	200	200	200	200	200	400	400	400	400	400	400	600	4,000	
Program Subtotal:	-	-	-	2,326	2,476	2,776	2,526	2,376	3,414	3,364	3,214	3,414	3,464	4,356	4,406	4,406	4,256	4,415	4,256	4,555	90,000	
Administration:																						
Salaries																					-	
Benefits																					-	
Profit																					-	
Other																					-	
Administration Subtotal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Grand Total	-	-	-	2,326	2,476	2,776	2,526	2,376	3,414	3,364	3,214	3,414	3,464	4,356	4,406	4,406	4,256	4,415	4,256	4,555	90,000	

VEAP PY 13-15 IN-KIND CONTRIBUTION PLAN
 ADULT - 15% (GC 216)

PROGRAM NAME: VEAP Adult		FIRST QUARTER			SECOND QUARTER			THIRD QUARTER			FOURTH QUARTER			FIFTH QUARTER			SIXTH QUARTER			SEVENTH QTR		TOTAL	
		Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15		
PROGRAM	Operations Activities:																						
	Salaries					\$2,229	\$2,229	\$2,229	\$2,229	\$2,229	\$2,229	\$2,229	\$2,229	\$2,229	\$2,229	\$2,229	\$2,229	\$2,229	\$2,229	\$2,229	\$2,229	\$35,664	
	Benefits					\$1,132	\$1,132	\$1,132	\$1,132	\$1,132	\$1,132	\$1,132	\$1,132	\$1,132	\$1,132	\$1,132	\$1,132	\$1,132	\$1,132	\$1,135	\$1,135	\$18,118	
	Monthly Rent																					\$0	
	Lease Termination																					\$0	
	Maintenance																					\$0	
	Utilities																					\$0	
	Insurance																					\$0	
	IT Services																					\$0	
	Telephone																					\$0	
	Publishing/Marketing Materials/Printing																					\$0	
	Meetings/Conferences																					\$0	
	Job Fairs																					\$0	
	Professional Memberships																					\$0	
	Subscriptions																					\$0	
	Equipment																					\$0	
	Office Supplies																					\$0	
	Postage																					\$0	
	Travel/Mileage																					\$0	
	Profit																					\$0	
Other																					\$0		
	Operations Related Activities Subtotal:	\$0	\$0	\$0	\$0	\$3,361	\$3,361	\$3,361	\$3,361	\$3,361	\$3,361	\$3,361	\$3,361	\$3,361	\$3,361	\$3,361	\$3,361	\$3,361	\$3,361	\$3,361	\$3,361	\$53,782	
	Training Activities:																						
	Individual Training Agreements (ITA)									\$125	\$125	\$125	\$125	\$125	\$267	\$267	\$267	\$267	\$267	\$270	\$270	\$2,500	
	Employer Reimbursement-OJT/CT									\$686	\$686	\$686	\$686	\$686	\$1,469	\$1,469	\$1,470	\$1,470	\$1,470	\$1,470	\$1,470	\$13,718	
	Other:																					\$0	
	Training Subtotal:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$686	\$686	\$686	\$686	\$686	\$1,469	\$1,469	\$1,470	\$1,470	\$1,470	\$1,470	\$1,470	\$16,218	
	Direct Client Related Services:																						
	Participant Supportive Services																					\$0	
	Direct Client Related Services Subtotal:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	Program Subtotal:	\$0	\$0	\$0	\$0	\$3,361	\$3,361	\$3,361	\$3,361	\$4,047	\$4,047	\$4,047	\$4,047	\$4,047	\$4,830	\$4,830	\$4,831	\$4,831	\$4,831	\$4,831	\$4,834	\$4,834	\$70,000
ADMINISTRATION	Administration:																						
	Salaries																					\$0	
	Benefits																					\$0	
	Profit																					\$0	
	Other																					\$0	
	Administration Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	Grand Total	\$0	\$0	\$0	\$0	\$3,361	\$3,361	\$3,361	\$3,361	\$4,047	\$4,047	\$4,047	\$4,047	\$4,047	\$4,830	\$4,830	\$4,831	\$4,831	\$4,831	\$4,834	\$4,834	\$70,000	

**VEAP PY 13-15 IN-KIND CONTRIBUTION PLAN
DISLOCATED WORKER - 25% (GC 217)**

PROGRAM NAME: VEAP DW		FIRST QUARTER			SECOND QUARTER			THIRD QUARTER			FOURTH QUARTER			FIFTH QUARTER			SIXTH QUARTER			SEVENTH QTR		TOTAL	
		Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-14	Feb-14		
PROGRAM	Operations Activities:																						
	Salaries					2,229	2,229	2,229	2,229	2,229	2,229	2,229	2,229	2,229	2,229	2,229	2,229	2,229	2,229	2,229	2,229	2,229	35,664
	Benefits					1,132	1,132	1,132	1,132	1,132	1,132	1,132	1,132	1,132	1,132	1,132	1,132	1,132	1,132	1,135	1,135	18,118	
	Monthly Rent																						-
	Lease Termination																						-
	Maintenance																						-
	Utilities																						-
	Insurance																						-
	IT Services																						-
	Telephone																						-
	Publishing/Marketing Materials/Printing																						-
	Meetings/Conferences																						-
	Job Fairs																						-
	Professional Memberships																						-
	Subscriptions																						-
	Equipment																						-
	Office Supplies																						-
Postage																						-	
Travel/Mileage																						-	
Profit																						-	
Other																						-	
	Operations Related Activities Subtotal:	-	-	-	-	3,361	3,361	3,361	3,361	3,361	3,361	3,361	3,361	3,361	3,361	3,361	3,361	3,361	3,364	3,364	53,782		
	Training Activities:																						
	Individual Training Agreements (ITA)								125	125	125	125	125	267	267	267	267	267	270	270	2,500		
	Employer Reimbursement-OJT/CT							686	686	686	686	686	686	1,470	1,470	1,470	1,470	1,470	1,470	1,470	13,718		
	Other:																					-	
	Training Subtotal:	-	-	-	-	-	-	686	686	686	686	686	686	1,470	1,470	1,470	1,470	1,470	1,470	1,470	16,218		
	Direct Client Related Services:																						
	Participant Supportive Services																					-	
	Direct Client Related Services Subtotal:	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
	Program Subtotal:	-	-	-	-	3,361	3,361	3,361	3,361	4,047	4,047	4,047	4,047	4,047	4,831	4,831	4,831	4,831	4,831	4,834	4,834	70,000	
ADMINISTRATION	Administration:																						
	Salaries																					-	
	Benefits																					-	
	Profit																					-	
	Other																					-	
	Administration Subtotal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
	Grand Total	-	-	-	-	3,361	3,361	3,361	3,361	4,047	4,047	4,047	4,047	4,047	4,831	4,831	4,831	4,831	4,831	4,834	4,834	70,000	

Exhibit E
DRUG FREE WORKPLACE CERTIFICATION

Company/Organization Name: CITY OF LONG BEACH
ADMINISTERING ENTITY FOR PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK

The Contractor or grant recipient named above hereby certifies compliance with Government Code 8355 in matters relating to providing a drug-free workplace. The above named Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions to be taken against employees for violations of the prohibitions, as required by Government Code Section 8355(a).
2. Establish a Drug Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available drug counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations
3. Provide as required by Government code Section 8355l that every employee who works on the proposed contract or grant
 - (a) Will receive a copy of the company's drug-free policy statement described in paragraph (1) above, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment in the contract or grant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification.

PATRICK H. WEST

Official's Name

11.26.13

Date Executed

Executed in the County of Orange
CITY MANAGER

Contractor or Grantee Recipient Signature and Title

Assistant City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM
Nov. 15, 2013
CHARLES PARKIN, City Attorney
By Gary J. Anderson
GARY J. ANDERSON
DEPUTY CITY ATTORNEY

Exhibit F
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 29 CFR Part 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The contractor or grant recipient of Federal assistance funds certifies, by submission of this exhibit document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the contractor or grant recipient of Federal assistance funds is unable to certify to any of the statements in this certification, the contractor or grant recipient shall attach an explanation to this exhibit document.

PATRICK H. WEST

Name

CITY MANAGER

Title

Authorized Signature

Assistant City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM

Nov. 15, 2013

CHARLES PARKIN, City Attorney

By

GARY J. ANDERSON
DEPUTY CITY ATTORNEY

DEBARMENT AND SUSPENSION CERTIFICATION - Instructions for Certification

1. By signing and submitting this exhibit document, the contractor or grant recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in the clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the contractor or grant recipient of Federal assistance funds knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The contractor recipient of Federal assistance funds shall provide immediate written notice to the County of Orange/Workforce Investment Board to which this certification document is submitted if at any time the contractor or grant recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The contractor or grant recipient of Federal assistance funds agrees by submitting this certification document that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The contractor or grant recipient of Federal assistance funds further agrees by submitting this certification document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. The contractor or grant recipient in a covered transaction may rely upon a certification of a contractor or grant recipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The contractor or grant recipient may decide the method and frequency by which it determines the eligibility of its principals.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the contractor or grant recipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 5 of these instructions, if the contractor or grant recipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**Exhibit G
CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10, 000 and not more than \$100,000 for each such failure.

CITY OF LONG BEACH, ADMINISTERING ENTITY FOR PACIFIC GATEWAY

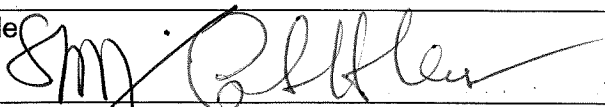
Grantee/Contractor Organization

PATRICK H. WEST

Name

CITY MANAGER

Title



Authorized Signature

Assistant City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

*Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

APPROVED AS TO FORM

Nov 15, 2013

CHARLES PARKIN, City Attorney

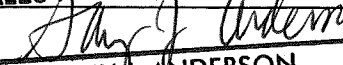
By  Exhibit G
GARY J. ANDERSON
DEPUTY CITY ATTORNEY

Exhibit H
INSTRUCTIONS FOR COMPLETION OF
SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF LLL-A Continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.


1. Identify the type of covered Federal action for which lobbying is and has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e. g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report, in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include congressional district, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e. g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE 90 09."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the primary entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in kind contribution, specify the nature and value of the in kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted and the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF LLL A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348 0046) Washington D.C., 20503.

N/A

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose activities pursuant to 31 U.S.C 1352

1. Type of Federal Actions: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Actions: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For material change only: Year: _____ Quarter: _____ Date of last report: _____
4. Name and Address of Reporting Entity Prime Subawardee Tier _____ if known Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee: Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department / Agency:	7. Federal Program Name/Description	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheets SF-LLL-A, if necessary)	10b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Amount of Payment (check all that apply): \$ Actual Planned	13. Type of Payment (check all that apply) a. retainer b. one-time free c. commission d. contingent fee e. deferred f. other specify: _____	
12. Form of Payment (check all that apply): a. cash b. in-kind: specify: nature: _____ value: _____		
14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11:		
15. Continuation sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. An person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Assistant City Manager Print Name: PATRICK H. WEST Title: CITY MANAGER Telephone No: 562-570-3701 Date: 1-30-14 EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.	

APPROVED AS TO FORM

Jan. 13, 2014

N/A

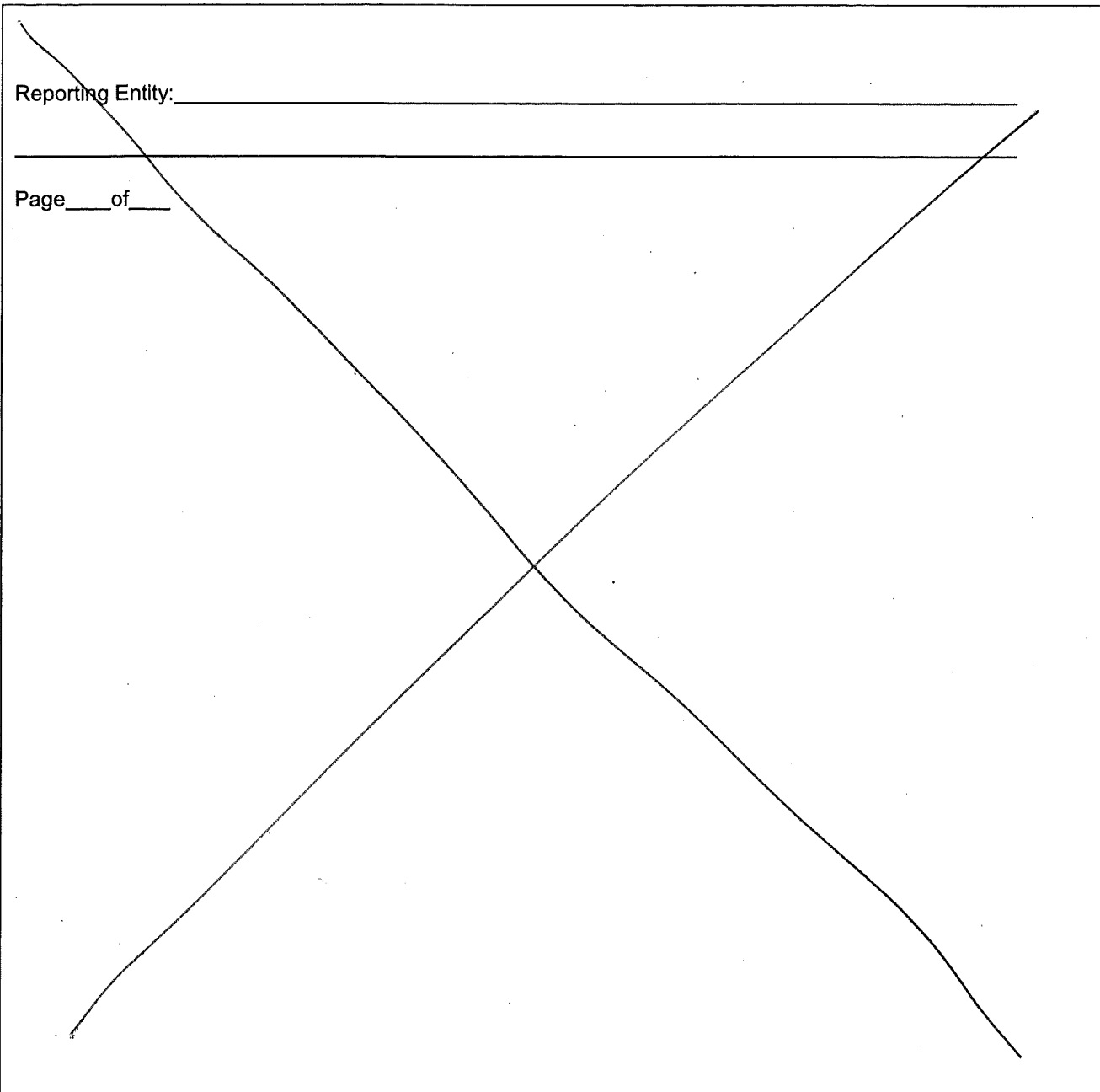
Exhibit H
Agreement #13-28-629342

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMS - 0348-0046

Reporting Entity: _____

Page ____ of ____



BILLING CODES 3410-01 -C; 6450-01-C; 6890-01 ;6025-01-C; 7510-01-C , 35 1 0-FE-C; 8120-01 -C; 4710-24-C, 6116-01 -C,

Exhibit I
DISTRICT ATTORNEY
CHILD SUPPORT ENFORCEMENT CERTIFICATE REQUIREMENTS

In order to comply with child support enforcement requirements of the County of Orange, the required contractor data and certifications must be submitted within 10 days of award notification.

Failure of the contractor to submit the data/or certifications required shall result in the contractor may be disqualified from being considered for contract award. Subsequent to issuance of the contract, failure to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earning Assignment shall constitute a material breach of the contract. Failure to cure breach within 60 calendar days of notice from the County shall constitute grounds for termination.

A. In the case of an individual bidder/proposer, his/her name, date of birth, Social Security number, and residence address:

Name: _____
D.O.B.: _____ Social Security No: _____
Residence Address: _____

B. In the case of a bidder/proposer doing business other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity (If no individual owns an interest of 10 percent or more, indicate not applicable.):

Name: _____
D.O.B.: _____ Social Security No: _____
Residence Address: _____

Name: _____
D.O.B.: _____ Social Security No: _____
Residence Address: _____

Name: _____
D.O.B.: _____ Social Security No: _____
Residence Address: _____

**DISTRICT ATTORNEY
CHILD SUPPORT ENFORCEMENT CERTIFICATE REQUIREMENTS**

- C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

CITY OF LONG BEACH A/E FOR

"I certify that PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of any contract issued pursuant to this Request for Proposal process with the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract."

PATRICK H. WEST

Name

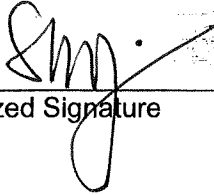
CITY MANAGER

Title

Assistant City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Authorized Signature



APPROVED AS TO FORM
Nov. 15, 2013
CHARLES PARKIN, City Attorney
By Gary J. Anderson
GARY J. ANDERSON
DEPUTY CITY ATTORNEY

Exhibit J
EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a Contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent Contractor is defined as "an individual who is not an employee of the....government entity for California purposes and who receives compensation or executes a Contract for services performed for that....government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/txicr.htm.

To comply with the reporting requirements, County procedures for contracting with independent contractors mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

- First name, middle initial and last name
- Social Security Number
- Address
- Start and expiration dates of Contract
- Amount of Contract

N/A EXEMPT

_____	_____
First Name & Middle Initial	Last Name
_____	_____
Social Security No.	
_____	_____
Contract Number	\$ Dollar Value of Contract
_____	_____
Start Date	Expiration Date

**Subject: OC Community Resources
Contract Reimbursement Policy**

**Effective: July 1, 2010
Revised: April 13, 2012**

PURPOSE:

This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services. The procedures provide instructions for submitting reimbursement demand letter or invoice.

EFFECTIVE DATE:

July 1, 2010

REVISION DATE:

April 13, 2012

REFERENCES:

Executed Board of Supervisors approved contract
Budget included in contract or presented as an exhibit
OMB Circular A-21 Cost Principles for Educational Institutions
OMB Circular A-87 Cost Principles for State, Local, and Indian Tribal Governments
OMB Circular A-122 Cost Principles for Non-Profit Organizations
48 CFR Part 31 Contract Cost Principles and Procedures
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61: For Housing & Community Development and Homeless Prevention Contracts only.

BACKGROUND:

The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced OMB Circulars and Code of Federal Regulations (CFR).

ATTACHMENTS:

Reimbursement Policy Status Form (RPS-1)

POLICY:

Contractor is responsible for the submission of accurate claims. This reimbursement policy is intended to ensure that the Contractor is reimbursed based on the code or codes that correctly describe the services provided. This information is intended to serve only as a general reference resource regarding OC Community Services' reimbursement policy for the services described and is not intended to address every aspect of a reimbursement situation. Accordingly, OC Community Services may use reasonable discretion in interpreting and applying this policy to services provided in a particular case. Other factors affecting reimbursement may supplement, modify or, in some cases, supersede this policy. These factors may include, but are not limited to: legislative mandates and County directives. OC Community Services may modify this reimbursement policy at any time by publishing a new version of the policy. However, the information presented in this policy is accurate and current as of the date of publication.

Cost incurred by contractor must be substantiated and incurred during the contract period. Total of all reimbursements cannot exceed the amount of the contract. Cost must be allowable under applicable OMB Circular or CFR. All supporting documentation for reimbursement must be submitted with demand letter or invoice. If contract requires matching

contribution, documentation substantiating contribution match must be submitted with demand letter or invoice.

At any time, based on County's business needs and/or Contractor's performance, the County may designate Contractor to submit abbreviated or comprehensive documentation, as identified in the respective sections. Upon designation, Contractor will be notified, in writing via Reimbursement Policy Status Form, of which requirements are in full force. When Contractor is required to submit comprehensive documentation, in addition to the items identified in the Abbreviated Documentation Requirements Section, Contractor must also provide the documentation identified in the Comprehensive Documentation Requirements Section.

PROCEDURES:

Abbreviated Documentation Requirements

Compile and submit:

1. Supporting documentation includes, but is not limited to:
 - a. General ledger/expense transaction report
 - b. Payroll register or labor distribution report
 - c. Payroll allocation plan
 - d. Personnel Documentation
 - e. Benefit plan and calculation of benefit
 - f. Employer-employee contract for non-customary benefits (if applicable)
 - g. Pre-approval documentation for equipment purchases equal to or greater than \$5,000
2. The following is required with the first month's invoice only:
 - a. Cost allocation plan for rent, utilities, etc.
 - b. Indirect rate approved by cognizant agency (if applicable)
3. Summary of leveraged resources (if applicable)
4. Demand letters must contain the following certification (if required by Contract):
"I certify under the penalty of perjury that this claim is true and correct and that the requested payments have been made. I also certify that this claim agrees with our official payroll and financial records and that these amounts have not been, or will not be claimed from any other funding source"
5. Grantee Performance Report (if required by Contract)
6. Supporting documentation shall be on single-sided sheets
7. Please redact employees' Social Security numbers from payroll reports
8. Demand letter or invoice, along with supporting documentation shall be submitted to:
OC Community Resources Accounting
1300 S. Grand, Building B, 2nd Floor
Santa Ana, CA 92705

Comprehensive Documentation Requirements

In addition to abbreviated documentation, compile and submit:

9. Purchase orders, invoices, and receipts
10. Cashed checks
11. Check register
12. Consultant/sub-contractor invoices (with description of services)
13. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement

ACTION:

Distribute this policy to all appropriate staff

INQUIRIES:

Inquiries may be directed to the following:

- **Win Swe: 714-480-6532 or win.swe@occr.ocgov.com**
- **Jenny Cao: 714-480-6531 or jenny.cao@occr.ocgov.com**



Orange County Workforce Investment Board

Authorized Signature Form

CITY OF LONG BEACH, ADMINISTERING ENTITY FOR

Contractor: PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK

The documents identified below require authorized signatures for execution, processing and payment. Complete this form, entering the names and signatures of persons authorized to sign the documents. Please note that only ONE signature is required for document 2, 3, and 4.

Notification of any changes in authorized signatures is the responsibility of the Contractor. Changes without prior notification by the vendor may cause delay in processing agreements or payments.

	Document	Print/Type Name	Signature
1.	Contracts and Amendments over 10% (2 signatures are required if corporation)	PATRICK H. WEST	
		SUZANNE FRICK	

	Document	Print/Type Name	Signature
2.	Amendments (within the 10% Provision)	K. C. NASH	

	Document	Print/Type Name	Signature
3.	Budget Line Item Amendments (without total funding increase or decrease)	K. C. NASH	

	Document	Print/Type Name	Signature
4..	Invoices	K. C. NASH	

NOTE: Authorized signatures for corporations: Require two signatures as follows: (1) One signature by the Chairman of the Board, the President or any Vice President, and (2) one signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

For Contractors that are not Corporations, a person who has the authority to bind the contractor to a contact.

APPROVED AS TO FORM
 NOV. 15, 2013
 CHARLES PARKIN, City Attorney
 By:
 GARY J. ANDERSON
 DEPUTY CITY ATTORNEY