

CONTRACT

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THIS CONTRACT ("Contract") is entered into, in duplicate, effective as of June 29, 2012, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on June 19, 2012, by and between A-CCORD, INC., a Non-Profit Corporation with offices located at 400 Oceangate, Suite 510, Long Beach, CA 90802, ("Contractor") and the CITY OF LONG BEACH, a municipal corporation ("City") and administering entity for Pacific Gateway Workforce Investment Network.

1. Recitals: This Contract is made with reference to the following facts and objectives:

1.1 The City submitted an application ("Application") to the Employment Development Department of the State of California (the "State"), for funds to provide meaningful training and employment opportunities for economically disadvantaged, unemployed and underemployed persons consistent with the Workforce Investment Act of 1998 ("WIA") codified as Section 504 of the Rehabilitation Act, 29 U.S.C. 794(d) and all regulations, directives, policies, procedures and amendments issued thereto and/or legislation, regulations, policies, directives, and/or procedures which may replace the Workforce Investment Act; and

1.2 The Application was approved by the State and a Workforce Investment Act subgrant has been executed by and between the State and the City authorizing such programs and providing the funding therefore under Workforce Investment Act Master Subgrant Agreement which has been designated as K386302 CFDA No. 17.259 the ("Prime Contract"); and

1.3 Contractor desires to participate in said program and is qualified by procurement for the reason of experience, preparation, organization, staffing and facilities to provide services;

1.4 City is willing to utilize Contractor to provide WIA program services to out-of-school youth.

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

1 NOW THEREFORE, in consideration of the terms and conditions contained  
2 herein, it is mutually agreed by and between the parties hereto as follows:

3 Section 1. DOCUMENT INCORPORATION.

4 The following documents are attached hereto as exhibits and incorporated  
5 herein and made a part hereof by this reference as if set forth in full herein:

6 A. The Prime Contract, Exhibit "A", and any extension or continuation  
7 thereof or any grant agreement which is the successor thereto which authorizes a training  
8 and employment program for the economically disadvantaged, unemployed and  
9 underemployed persons, and the documents incorporated therein and attachments  
10 thereto, including the assurances and certifications made by the State to the City.

11 B. Contractor's program description, statement of work performed,  
12 Contractor's operation plan for participants, program conditions and standards for  
13 Contractor's performance under this Contract (collectively, the "Statement of Work")  
14 attached hereto as Exhibit "B".

15 C. The Project Budget ("Budget") for the WIA Youth Program services  
16 to be provided by Contractor (the "Services") attached hereto as Exhibit "C".

17 D. The Program Planning Summary ("PPS") attached hereto as Exhibit  
18 "D".

19 Contractor and City agree to be bound by all the terms, conditions and  
20 provisions contained in the Prime Contract, the Application, the Statement of Work,  
21 Budget and PPS (collectively, the "Contract Documents").

22 Contractor hereby agrees to assume full responsibility for the performance  
23 of the operation, coordination and administration of such program pursuant to all the  
24 terms and conditions of Exhibits "B", "C" and "D" to the extent that said documents are  
25 applicable to the delivery of services by Contractor hereunder; and the parties hereto  
26 agree to perform all duties, obligations and tasks to be performed by each party under  
27 the Contract Documents.

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1 In the event there is any conflict between the provisions of this Contract and  
2 the provisions of the Prime Contract, including the attachments thereto and the  
3 documents incorporated therein, as presently worded or amended in the future, the  
4 parties agree that the provisions of the Prime Contract shall control.

5 Contractor shall conduct training and employment activities in accordance  
6 with the provisions of the Contract Documents.

7 SECTION 2. TERM.

8 The term of this Contract ("Term") shall be deemed to have commenced as  
9 of June 29, 2012, and unless sooner terminated pursuant to the provisions hereof, shall  
10 terminate on June 30, 2013. Either of the parties hereto shall have the right to terminate  
11 this Contract in its entirety at any time during the Term for any or no reason whatsoever  
12 by giving fifteen (15) days prior written notice of termination to the other party. City shall  
13 have the additional right to cancel any part of this Contract at any time during the Term  
14 for any reason whatsoever by giving fifteen (15) days notice of such cancellation to the  
15 Contractor.

16 Notwithstanding the foregoing, the City shall have the right to terminate and  
17 cancel this Contract without notice, in its sole discretion, if the actions or non-action of  
18 Contractor subjects the City to liability, legal obligations or program operation obligations  
19 beyond the liability and obligations under the Contract Documents. If this Contract is  
20 terminated prior to the expiration of the Term, Contractor shall be reimbursed for all  
21 eligible program allowable costs which have been accrued but not paid through the  
22 effective date of termination. Contractor agrees to accept such amount, plus all amounts  
23 previously paid, as full payment and satisfaction of all obligations of City to Contractor.

24 SECTION 3. AWARD UNDER SPECIAL CONDITIONS.

25 The City may award a contract under special conditions if it determines the  
26 Contractor as "high risk" under the following categories:

27 (a) (1) A history of unsatisfactory performance, or (2) Is not financially  
28 stable, or (3) Has a management system which does not meet the management

1 standards, or (4) Has not conformed to terms and conditions of previous awards, or (5) Is  
2 otherwise not responsible; and if the City determines that an award will be made, special  
3 conditions and/or restrictions shall correspond to the high risk condition and shall be  
4 included in the award.

5 (b) Special conditions or restrictions may include: (1) Payment on a  
6 reimbursement basis; (2) Withholding authority to proceed to the next phase until receipt  
7 of evidence of acceptable performance within a given funding period; (3) Requiring  
8 additional, more detailed financial reports; (4) Additional project monitoring; (5) Requiring  
9 the Contractor to obtain technical or management assistance; or (6) Establishing  
10 additional prior approvals.

11 (c) If the City decides to impose such conditions, the City will either include  
12 such corrective action in the Statement of Work or notify the Contractor as early as  
13 possible, in writing, of: (1) The nature of the special conditions/restrictions; (2) The  
14 reason(s) for imposing them; (3) The corrective actions which must be taken before they  
15 will be removed and the time allowed for completing the corrective actions and (4) The  
16 method of requesting reconsideration of the conditions or restrictions imposed.

#### 17 SECTION 4. PERFORMANCE REVIEW.

18 After each quarter during the Term, the City will conduct a review of  
19 Contractor's performance by comparing the Contractor's planned performance and/or  
20 contract earning levels with the actual performance and contract earning levels achieved  
21 by Contractor. If the Contractor is ten percent (10%) or more below their planned total at  
22 the end of the first quarter or any quarter thereafter, the City has the right to unilaterally  
23 cancel the contract or deobligate funds up to the amount of the under expenditure or  
24 underperformance. Alternatively, upon review and approval of the City, Contractor may  
25 be allowed to submit a corrective action plan demonstrating that program performance is  
26 attainable and expenditure levels can be met. At the discretion of the City, Contractor  
27 may be allowed to continue program services.

28 Underperformance at the end of the second quarter or any quarter

1 thereafter, shall permit the City to unilaterally cancel this Contract or, in the alternative  
2 and at the sole discretion of the City, deobligate funds from this Contract up to the  
3 amount of the underexpenditures.

4 SECTION 5. CONTRACT AMOUNT AND PAYMENT.

5 The total amount which shall be payable by City to Contractor for  
6 Contractor's allowable services during the Term shall not exceed One Hundred  
7 Thousand Dollars (\$100,000.00).

8 The City shall, in due course, reimburse the Contractor for the actual,  
9 allowable, reasonable and necessary costs and expenses incurred by Contractor in the  
10 performance of this Contract which are authorized and approved by Exhibit "C" and are in  
11 accordance with and pursuant to the Prime Contract, to the extent that such Prime  
12 Contract is applicable to the Contractor's performance hereunder.

13 Payment to the Contractor shall be limited to the amounts specified in  
14 Exhibit "C" for the categories, criteria and rates established in said Attachment. The  
15 allocation of the total contract amount among the items in the Budget may vary by as  
16 much as ten percent (10%) without the approval by Workforce Investment Board's  
17 Executive Director ("Executive Director"). Additionally, Contractor may, with the prior  
18 written approval of the Executive Director or his designee, make adjustments within and  
19 among the categories of expenditures in the Budget in excess of ten percent (10%), and  
20 modify the performance to be rendered hereunder as provided in Exhibit "B"; provided,  
21 however, that any such adjustment in expenditures shall not result in an increase in the  
22 amount of the total contract. The agent or representative of Contractor who signs as the  
23 maker of checks or drafts or in any manner authorizes the disbursement of said funds or  
24 expenditure of same shall be covered by a blanket fidelity or comprehensive crime bond  
25 regarding the handling of said funds in an amount set out in Section 13, paragraph E of  
26 this Contract.

27 Contractor shall not charge nor receive compensation under this Contract  
28 for any services or expenses unless said services or expenses are directly and

1 exclusively related to the purposes of this Contract, and provided that payment is not also  
2 received by Contractor from some other source for said services or expenses.

3           Disbursement of funds received from the State shall be under the direction  
4 of the City Manager or his designee and shall be in accordance with the provisions of this  
5 Contract and made pursuant to the Prime Contract and any additional procedures,  
6 regulations and reporting requirements which are established by the City that do not  
7 conflict with applicable procedures, regulations and reporting requirements of the State.

8           All payments to Contractor by the City will be based upon invoices and the  
9 necessary supporting documents which the State and the City may require Contractor to  
10 submit. The expenditure of all funds shall be accounted for promptly and submitted with  
11 the funded "Period of Availability" for the program year. Reimbursement will not be made  
12 for claims generated beyond contract end date or ninety (90) days after the contract end  
13 date for properly accrued expenditures. Contractor shall keep separate detailed  
14 accounts for each expenditure for each component part of this project.

15           Public or private non-profit contractor revenues in excess of costs are  
16 considered program income or profits in accordance with Code of Federal Regulations  
17 definition of "Income" pursuant to 29 CFR 97.32(2). When authorized, program income  
18 may be added to the funds committed to the grant agreement. The program income shall  
19 be used for the purposes and under the conditions of the grant agreement or as  
20 amended unless the Governor of the State of California requires that such income be  
21 turned over to the State.

## 22           SECTION 6. RECORDS.

23           Records relating to the performance of this Contract shall be kept and  
24 maintained by Contractor in accordance with the manner and method prescribed by  
25 applicable State regulations and guidelines and City requirements, and will be current,  
26 complete and available for purposes of inspection and audit during business hours as  
27 deemed necessary upon request by representatives of federal, state and local agencies.

28           Contractor shall provide access to all documents and materials related to

1 this Contract and shall provide any information that the City, or its designee requires in  
2 order to monitor and evaluate Contractor's performance hereunder. All such records  
3 shall be maintained and accessible for a period of seven (7) years from the expiration or  
4 earlier termination of this Contract.

5 SECTION 7. FINANCIAL REPORTS.

6 Contractor shall promptly distribute to the City Manager or his designee  
7 copies of all correspondence including, but not limited to, financial, operational and  
8 performance reports which Contractor submits to or receives from the State. Contractor  
9 shall provide such other reports, documents or information as may be requested or  
10 required by the City or the State within three (3) days of written request. Upon expiration  
11 or earlier termination of this Contract, and within the time and in the manner prescribed  
12 by the City, the Contractor shall perform all necessary close-out procedures required by  
13 the State and the City, including preparation of close-out reports and transmittal to the  
14 City of all documents in the possession of Contractor which relate to the Conduct of the  
15 Program, within the time and in the manner prescribed by the City. Final payment to the  
16 Contractor under this Contract will be paid only after the City has determined that  
17 Contractor has satisfactorily completed said close-out procedures.

18 If the Contractor is subject to the Single Audit Act (SAA), the Contractor  
19 shall include this Contract within the scope of the SAA audit. A copy of the SAA final  
20 audit report shall be delivered by Contractor to the City of Long Beach within thirty (30)  
21 calendar days after its request and, in any event, no later than six (6) months after the  
22 end of the then-current fiscal year of Contractor. In the event the Contractor fails to  
23 comply with this requirement, the Contractor shall be liable for any costs incurred by City  
24 for a substitute audit or review.

25 SECTION 8. ACCOUNTING PROCEDURES.

26 On a monthly basis, commencing on the last day of the month next  
27 succeeding the Effective Date of this Contract, the Contractor will submit an invoice with  
28 supporting documentation for payment based upon the cost categories in Attachment "B".

1 These invoices will be due by the tenth (10<sup>th</sup>) working day after the end of each month.  
2 Contractor shall complete the monthly payment requests in the format required by the  
3 City.

4 The Contractor will establish separate account numbers within its  
5 accounting system to account for the expenditures and revenues of this Contract. The  
6 Contractor's accounting system will be in compliance with all applicable procedures and  
7 Federal and State authorities having jurisdiction over this Contract, and shall be  
8 consistent with the fiscal and accounting procedures, including accruals set forth herein.  
9 Without limiting the generality of the foregoing, the Contractor shall adhere to the  
10 following fiscal and accounting procedures:

11 A. Maintain a bank account and perform monthly bank reconciliations.

12 1. Deposit all receipts in the bank account promptly and intact.

13 (Do not pay any expense directly out of cash receipts).

14 2. Maintain bank validated copies for every deposit slip in  
15 chronological order. Each deposit slip should include sufficient detail to explain  
16 the source of the funds being deposited. (This may be done by recording the  
17 details on the deposit slip or by attached supporting documentation which may  
18 have been received with the receipts).

19 3. Disburse all funds by check, preferably signed by two (2)  
20 employees, neither of whom is the bookkeeper or the accounting clerk.

21 B. Designate specific employees to perform each of the following  
22 functions:

23 1. Receipt for goods and services provided to Contractor.

24 2. Approve the purchase of goods and services for Contractor.

25 3. Approve employee time sheets.

26 4. Each above function shall be designated to a different  
27 employee.

28 C. Maintain documented support for every check written which should



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include:

1. Original invoice from each vendor.
2. Indication by signature and date of an authorized employee that the goods or services were received by the Contractor. This may be done on a separate receiving report, a copy of a packing slip or on the invoice itself.
3. Indication that the goods or services were approved for purchase by an authorized individual. This should be by signature and date and should appear on the invoice or on the purchase order or purchase requisition, if such is used by the Contractor.

D. Maintain a copy of each invoice submitted to the Operations Division with copies of all supporting documents.

E. Maintain the following records in an orderly fashion by grant period or Contractor's fiscal year:

1. Bank statements and bank reconciliations.
2. Deposit slips and supports.
3. Checks and supports.
4. Time sheets or documentation to verify Contractor's labor costs.
5. Cash receipts and cash disbursement journals.
6. Requests for reimbursement and supports.
7. Financial statements.

F. Maintain and file all required tax and personnel reports with appropriate agencies.

G. Contractor must adhere to all audit requirements as outlined in Contractor's respective OMB Circular, 29 CFR 95, and 29 CFR Part 96, and A 133, 29 CFR 97.26 and 29 CFR 95.26 as applicable.

All invoices and billings will be considered final and must be submitted within forty-five (45) calendar days from the end of the Term. Resolution of disputed

1 matters must be resubmitted within fifteen (15) calendar days from date mailed to  
2 Contractor. City, in its sole discretion, may elect not to pay any invoices or billings  
3 submitted after the cut-off date, or if funding is no longer available.

4 SECTION 9. INDEPENDENT CONTRACTOR STATUS.

5 It is distinctly understood that in the performance of this Contract, the  
6 Contractor shall at all times be considered a wholly independent contractor and that  
7 Contractor's obligations to and authority from the City are solely as are preserved by this  
8 Contract. Contractor expressly warrants that it will not, at any time, hold itself out or in  
9 any manner represent that Contractor or any of its agents, volunteers, subscribers,  
10 members, officers or employees are in any manner the officers, employees or agents of  
11 the City or the Pacific Gateway Workforce Investment Network (Network), an  
12 unincorporated non-profit association. Contractor shall not have any authority to bind the  
13 City or Network at any time or for any purpose. Contractor nor any of Contractor's  
14 officers, employees or agents shall have any power or authority as agents or employees  
15 of the City or Network and shall not be entitled to any of the rights, privileges or benefits  
16 of a City or Network employee.

17 SECTION 10. ASSIGNMENT.

18 Contractor shall not delegate its duties or assign its rights hereunder, either  
19 in whole or in part, without the prior written consent of the City.

20 SECTION 11. INDEMNIFICATION AND HOLD HARMLESS.

21 Contractor expressly agrees to defend, protect, indemnify and hold the  
22 Network, the City, their respective officers, employees and agents ("Indemnified Parties"),  
23 free and harmless from and against any and all claims, damages, expenses, loss or  
24 liability of any kind or nature whatsoever growing out of, or resulting from the acts or  
25 omissions of Contractor, its officers, agents or employees in the performance of this  
26 Contract. Contractor shall, at its own cost, expense and risk, defend all claims or legal  
27 actions that may be instituted against either the Indemnified Parties and Contractor shall  
28 pay any settlement entered into or satisfy any judgment that may be rendered against

1 either the Indemnified Parties as a result of said acts or omissions of Contractor, its  
2 officers, agents or employees in the performance of this Contract.

3 SECTION 12. EMPLOYMENT TRAINING ACT CLAUSES.

4 Contractor shall administer contract within the policies and procedures  
5 mandated by the Workforce Investment Act of 1998 and the Network and agrees to  
6 comply with the following contract clauses, as applicable, during the duration of the  
7 contract period:

- 8 1. Compliance with requirements and/or regulations related to patent rights,  
9 copyrights, and rights in data;
- 10 2. Maintenance of records for 7 years;
- 11 3. The Equal Employment Opportunity Act provisions;
- 12 4. The Americans with Disabilities Act of 1990;
- 13 5. The Contract Work Hours and Safety Standards Act;
- 14 6. The Clean Air Act and Environmental Protection Agency regulations;
- 15 7. The Energy Policy Conservation Act;
- 16 8. The Bryd Anti-Lobbying Amendment;
- 17 9. Veteran's Priority Provisions;
- 18 10. Whistle Blower Protection;
- 19 11. Buy American Requirements.

20 SECTION 13. INSURANCE.

21 Concurrent with the execution of this Contract by Contractor, as a condition  
22 precedent to the effectiveness of this Contract, and in partial performance of the  
23 obligations of indemnity assumed by Contractor under Section 11 above, Contractor shall  
24 procure and maintain during the Term at Contractor's expense:

25 A. Comprehensive General Liability in an amount not less than Two  
26 Million Dollars (\$2,000,000.00) combined single limit for each occurrence or Four Million  
27 Dollars (\$4,000,000.00) General Aggregate for bodily injury, personal injury and property  
28 damage. The Indemnified Parties shall be covered as insureds in respect to liability

1 arising out of activities performed by or on behalf of the Contractor and coverage shall be  
2 in a form acceptable to the Risk Manager of the City ("Risk Manager").

3 B. Automobile Liability in an amount not less than Five Hundred  
4 Thousand Dollars (\$500,000.00) combined single limit per accident for bodily injury and  
5 property damage covering owned, non-owned and hired vehicles.

6 C. Workers' Compensation as required by the Labor Code of the State  
7 of California and Employers' Liability Insurance with limits of one Million Dollars  
8 (\$1,000,000.00) per occurrence.

9 D. Accidental Medical, Death and Dismemberment Insurance for all  
10 participants not entitled to workers' compensation benefits under the provisions of  
11 Section 3700 of the Labor Code of the State of California, unless this requirement has  
12 been waived in writing by the Risk Manager. Said insurance shall have limits of not less  
13 than One Hundred Thousand Dollars (\$100,000.00) Accident Medical and Twenty-Five  
14 Thousand Dollars (\$25,000.00) Accidental Death and Dismemberment.

15 E. Blanket Honesty or Comprehensive Crime Bond in an amount of fifty  
16 percent (50%) of sums payable under this Contract, or Twenty-Five Thousand Dollars  
17 (\$25,000.00), whichever is higher, to safeguard the proper handling of funds by those  
18 employee's agents or representatives of the Contractor who sign as the maker of checks  
19 or drafts or in any manner authorize the disbursement or expenditure of said funds.

20 Each insurance policy shall be endorsed to provide that coverage shall not  
21 be cancelled by either party, reduced in amount or in limits, except after thirty (30) days  
22 prior written notice has been given to the City. All such insurance shall be primary and  
23 not contributing to any other insurance or self-insurance maintained by the Indemnified  
24 Parties.

25 The insurance required hereunder shall be placed with carriers admitted to  
26 write insurance in California, or carriers with a rating of or equivalent to A:VIII by A.M.  
27 Best Company and may be subject to such self-insurance or deductible as may be  
28 approved by the Risk Manager. Any Contractors which Contractor may use in the

1 performance of services under this Contract shall be required to maintain insurance in  
2 accordance with the requirements here in Section 13.

3 Contractor shall furnish the City with certificates of insurance and with  
4 original endorsements affecting coverage as required above. The certificates and  
5 endorsements for each insurance policy shall be signed by a person authorized by that  
6 insurer to bind coverage on its behalf. Policies written on a "claims made" basis shall  
7 provide for an extended reporting period of not less than One Hundred Eighty (180) days.  
8 No claims made policies shall be acceptable to City unless the City Manager determines  
9 that no occurrence policy is available in the market for the particular risk being insured.  
10 Any modification or waiver of the insurance requirements contained in this Contract shall  
11 only be made with the written approval of the Risk Manager in accordance with  
12 established city policy.

#### 13 SECTION 14. DRUG-FREE WORKPLACE.

14 Contractor shall comply with Government Code Sections 8350 et seq. and  
15 29 CFR Part 98, in matters relating to providing a drug-free workplace including, but not  
16 limited to, the following:

17 A. Publishing a statement notifying employees that unlawful  
18 manufacture, distribution, dispensation, possession, or use of a controlled substance is  
19 prohibited and specifying actions to be taken against employees for violations, as  
20 required by Government Code Section 8355(a).

21 B. Establishing a Drug-Free Awareness Program as required by  
22 Government Code Section 8355(b), to inform employees about all of the following:

- 23 1. The dangers of drug abuse in the workplace,
- 24 2. The person's or organization's policy of maintaining a drug-  
25 free workplace;
- 26 3. Any available counseling, rehabilitation and employee  
27 assistance programs, and
- 28 4. Penalties that may be imposed upon employees for drug

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abuse violations.

C. Ensuring that every employee who provides services under this Contract:

1. Will receive a copy of Contractor's drug-free policy statement, and
2. Will agree to abide by the terms of Contractor's statement as a condition of employment on this Contract:

Payments due Contractor may be subject to suspension or termination for failure to carry out the requirements of Government Code Sections 8350 et seq. and 29 CFR Part 98, Debarment and Suspension; Drug Free Workplace. As provided in Government Code Section 8357, the City shall not be required to ensure that Contractor provides a drug-free workplace.

SECTION 15. NON-DISCRIMINATION.

In connection with performance of this Contract and as refined by applicable federal laws, rules and regulations, Contractor shall not discriminate in employment or in the performance of this Contract on the basis of race, religion, national origin, color, age, sex, sexual orientation, gender identify, AIDS, HIV status, handicap, or Disability.

It is the policy of the City to encourage the participation of Disadvantaged, Minority and Women-Owned Business Enterprises in City's procurement process, and Contractor agrees to use its best efforts to carry out this policy in the award of all approved subcontracts to the fullest extent consistent with the efficient performance of this Contract. Contractor may rely on written representations by Contractors regarding their status. Contractor shall report to City in March and in September or, in the case of short-term agreements, prior to invoicing for final payment, the names of all sub-consultants engaged by Contractor for this Project and information on whether or not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

1 SECTION 16. CONFIDENTIALITY.

2 Contractor shall keep confidential all financial, operations, and performance  
3 records relating to its performance of this Contract ("Data") and shall not disclosed the  
4 Data or use the Data directly or indirectly other than in the course of services provided  
5 hereunder. The obligation of confidentiality shall continue following expiration or earlier  
6 termination of this Contract. In addition, Contractor shall keep confidential all information,  
7 whether written or oral, or visual, obtained by any means whatsoever in the course of  
8 Contractor's performance hereunder for the same period of time. Contractor shall not  
9 disclose Data to any third party, nor use it for Contractor's own benefit or the benefit of  
10 others without first obtaining the prior written authorization and consent of the City.

11 All Data and other information, in whatever form or medium, compiled or  
12 prepared by Contractor in performing its services or furnished to Contractor by City shall  
13 be the property of City and City shall have the unrestricted right to use or disseminate  
14 same without payment of further compensation to Contractor. Copies of Contractor's  
15 work product may be retained by Contractor for its own records.

16 SECTION 17. BREACH OF CONFIDENTIALITY.

17 Contractor shall not be liable for a breach of confidentiality with respect to  
18 Data that:

- 19 (a) Contractor demonstrates Contractor knew prior to the time  
20 City disclosed it; or  
21 (b) Is or becomes publicly available without breach of this  
22 Contract by Contractor; or  
23 (c) A third party who has a right to disclose such information does  
24 so to Contractor without restrictions on further disclosure; or  
25 (d) Must be disclosed pursuant to subpoena, court order, state or  
26 federal WIA rules and regulations, federal Department of Labor rules and  
27 regulations, or the rules and regulations of any other governmental agency having  
28 jurisdiction over WIA administration.

OFFICE OF THE CITY ATTORNEY  
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Long Beach, CA 90802-4664

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SECTION 18. NOTICES.

All notices required or given pursuant to the provisions hereof may be served either by: (1) enclosing the same in a sealed envelope addressed to the party intended to receive the same at the address indicated herein and deposited postage prepaid, in the U.S. Postal Service as certified mail, return receipt requested, or (2) personal service. Such notices shall be effective on the date personal service is effected or the date of the signature on the return receipt. For the purposes hereof, the address of the City and the proper party to receive any such notices on its behalf is the City Manager, City Hall, 333 West Ocean Boulevard, Long Beach, California, 90802; and the Contractor's address for service of any such notices shall be 400 Ocean Gate, Suite 510, Long Beach, California 90802, attn: Tony Hord, Telephone (323) 606-3569, Fax No. (323) 297-2521.

SECTION 19. CONTRACT ADMINISTRATION.

The City Manager, or designee, is authorized and directed, for and on behalf of the City, to administer this Contract and all related matters, and any decision of the City Manager, or his designee, in connection herewith shall be final.

SECTION 20. CORPORATE STATUS.

If the Contractor is a corporation, Contractor shall, as a condition precedent to the effectiveness of this Contract, submit to City proof of good standing of the corporate status.

SECTION 21. ENTIRE AGREEMENT.

This document fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. Except for the adjustments of Exhibits "B" and "C" as provided in Section 5 hereof, no addition to or alteration of the terms of this Contract whether by written or oral understanding of the parties, their officers, agents or employees shall be valid unless made in writing and formally adopted in the same manner as this Contract.

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ROBERT E. SHANNON, City Attorney  
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Long Beach, CA 90802-4664

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

A-CCORD, INC., a Non-Profit Corporation

Dated: 7.27, 2012

By 

Title Bernard K. Hsu

Dated: \_\_\_\_\_, 2012

By \_\_\_\_\_

Title \_\_\_\_\_

"Contractor"

CITY OF LONG BEACH, a municipal corporation

Dated: 8.20, 2012

By  Assistant City Manager


City Manager

"City"

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

The foregoing Contract is hereby approved as to form this 17<sup>th</sup> day of August, 2012.

ROBERT E. SHANNON, City Attorney

By  Deputy

# Exhibit A

WIA SUBGRANT AGREEMENT

REGISTRATION NO: K386302  
 MODIFICATION NO: NEW  
 SUBGRANTEE CODE: LBC

PACIFIC GATEWAY WRKFRC INV NET

SUBGRANTOR: State of California  
 Employment Development Dept.  
 Workforce Services Division  
 P.O. Box 826880, MIC 69  
 Sacramento, CA 94280-0001

SUBGRANTEE: PACIFIC GATEWAY WRKFRC INV NET  
 3447 ATLANTIC AVENUE  
 LONG BEACH, CA 90807

GOVERNMENTAL ENTITY: YES

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Subgrantor, and the PACIFIC GATEWAY WRKFRC INV NET, hereinafter the Subgrantee. The Subgrantee agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved WIA Local Plan for the above named Subgrantor filed with the Subgrantor pursuant to the Workforce Investment Act (WIA). This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

- |   |                                |
|---|--------------------------------|
| Funding Detail Chart                        | Exhibit AA, pages 1 through 1  |
| General Provisions and standards of Conduct | Exhibit BB, pages 1 through 14 |
| Title I-Y (WIA TITLE I YOUTH FORMULA)       | Exhibit DD, pages 1 through 1  |

APPROVED AS TO FORM  
*May 14*, 2012  
 ROBERT E. SHANNON, City Attorney  
 By *Gary J. Anderson*  
 GARY J. ANDERSON  
 DEPUTY CITY ATTORNEY

|  |  |
|--|--|
| ALLOCATION(s):<br>The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter "TOTAL": | PRIOR AMOUNT: \$0.00<br>INCREASE/DECREASE: \$2,207,416.00<br>TOTAL: \$2,207,416.00 ✓ |
|--|--|

TERMS OF AGREEMENT: From 04/01/2012 to 06/30/2014 Terms of Exhibits are as designated on each exhibit

PURPOSE: To initiate the Program Year (PY) 2012-13 WIA subgrant and incorporate WIA Youth formula funding under grant code 301. The term of these funds are from 04-01-12 to

|  |   |
|--|---|
| APPROVED FOR SUBGRANTOR (EDD) (By Signature)   | APPROVED FOR SUBGRANTEE (By Signature)<br><i>Patrick H. West</i> 5-21-12  |
| Name and Title<br>MICHAEL EVASHENK<br>CHIEF<br>WORKFORCE SERVICES DIVISION   | Name and Title<br><b>Patrick H. West</b><br>City Manager  |
| I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein: | This Agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal. Atty. Gen. 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance: |
| Signature of EDD Accounting Officer  | Signature of EDD Contract Officer   |

WIA  
SUBGRANT AGREEMENT  
FUNDING DETAIL SHEET

Exhibit AA  
Page 1 of 1

SUBGRANTEE NAME: PACIFIC GATEWAY WRKPRC INV NET

SUBGRANT NO: K386302  
MODIFICATION NO: NEW

I. ALLOCATION

| FUNDING SOURCE   | PRIOR AMOUNT | INCREASE         | DECREASE | ADJUSTED ALLOCATION |
|--|--------------|------------------|----------|---------------------|
| TITLE I-Y: YOUTH   |              |                  |          |                     |
| 96102 WIA TITLE I YOUTH FORMULA (301)<br>: 04/01/2012 to 06/30/2014 ✓<br>Prog/Element 61/00 Ref 101 Fed Catlg 417259 | \$0.00       | \$2,207,416.00 ✓ | \$0.00   | \$2,207,416.00      |
| TOTAL TITLE I-Y  | \$0.00       | \$2,207,416.00   | \$0.00   | \$2,207,416.00      |
| GRAND TOTAL:   | \$0.00       | \$2,207,416.00   | \$0.00   | \$2,207,416.00      |

All references are to the Workforce Investment Act of 1998, Title I, unless otherwise noted. For modifications purposes only. All other terms and conditions of this exhibit not included herein remain unchanged.

EXHIBIT COVER SHEET

SUBGRANT NO: K386302  
MODIFICATION NO: 00

EXHIBIT DD  
Page 1 OF 1

SUBGRANTEE: PACIFIC GATEWAY WRKFRM INV NET  
FUNDING SOURCE: WIA TITLE I YOUTH FORMULA 301

TERM OF THESE FUNDS: 04/01/2012 TO: 06/30/2014

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

The purpose of this action is to initiate this Local Workforce Investment Area's (LWIA) new Program Year (PY) 2012-13 Workforce Investment Act (WIA) Title I subgrant agreement and to incorporate WIA Youth formula funding into Grant Code (GC) 301. The amount in GC 301 represents this LWIA's entire youth formula allocation for PY 2012-13. The term dates for these funds is April 1, 2012 to June 30, 2014.

The LWIA will operate the WIA program in accordance with the approved Workforce Investment Plan on file in the Workforce Services Division of the Employment Development Department, P.O. Box 826880, MIC 50, Sacramento, CA 92480-0001.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA (3/2000)

## WIA SUBGRANT AGREEMENT

Subgrantee: PACIFIC GATEWAY WRKFRC INV NET

Exhibit BB  
 Page 1 of 14  
 SUBGRANT NO: K386302  
 MODIFICATION NO: NEW

## 1. Compliance

In performance of this subgrant agreement, Subgrantee will fully comply with:

- a). The provisions of the Workforce Investment Act (WIA) and all regulations, legislation, directives, policies, procedures and amendments issued pursuant thereto.
- b). All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement the WIA.
- c). The provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to Department of Labor (DOL) job training programs
- d). Subgrantee will ensure diligence in managing programs under this subgrant agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of the WIA. Subgrantee agrees to conform to the provisions of the WIA and the contract requirements as referenced in 29 CFR Part 95, Appendix A and 29 CFR, Part 97.36(i)(1-13).

This subgrant agreement contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise and any other agreement between the parties hereto. This subgrant agreement is not intended to and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the Subgrantor and the Subgrantee. Subgrantee represents and warrants it is free to enter into and fully perform this subgrant agreement.

## 2. Certification/Assurances

Except as otherwise indicated, the following certifications apply to all Subgrantee's.

- a). Corporate Registration: The Subgrantee, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.
- b). The Subgrantee agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA. (42 U.S.C.12101 et seq.
- c). Sectarian Activities: The Subgrantee certifies that this subgrant agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose 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 whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- d). National Labor Relations Board: The Subgrantee (if not a public entity), by signing this subgrant agreement, does swear under penalty of perjury, that no more than one final unappeasable finding of contempt of court by a federal court has been issued against the Subgrantee within the immediately preceding two-year period because of Subgrantee's failure to comply with an order of a federal court, which orders the Subgrantee to comply with an order of the National Labor Relations Board (PCC10296).
- e). Prior Findings: Subgrantee, by signing this subgrant agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous subgrant agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
- f). Drug-Free Workplace Certification: By signing this subgrant agreement the Subgrantee hereby certifies under penalty of perjury under the laws of the State of California that the Subgrantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - (1). Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - (2). Establish a Drug-Free Awareness Program as required to inform employees about:
    - the dangers of drug abuse in the workplace;
    - the person's or organization's policy of maintaining a drug-free workplace;
    - any available counseling, rehabilitation and employee assistance programs; and,
    - penalties that may be imposed upon employees for drug abuse violations.
  - (3). Every employee who works on this subgrant agreement will:
    - receive a copy of the company's drug-free policy statement; and,
    - agree to abide by the terms of the company's statement as a condition of employment on the subgrant/contract.
- g). Child Support Compliance Act: In accordance with the Child Support Compliance Act, the

Subgrantee recognizes and acknowledges:

- (1). The importance of child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and that to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).
- h). Debarment and Suspension Certification: By signing this subgrant agreement, the Subgrantee hereby certifies under penalty of perjury under the laws of the State of California that the Subgrantee will comply with regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98.510, that the prospective participant (i.e., grantee), to the best of its knowledge and belief, that it and its principals:
  - (1). Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
  - (2). Have not within a three-year period preceding this subgrant agreement been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
  - (3). Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Section 2 of this certification.
  - (4). Have not within a three year period preceding this subgrant agreement had one or more public transactions (federal, state or local) terminated for cause of default.

Where the Subgrantee is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

- i). Lobbying Restrictions: By signing this subgrant agreement the Subgrantee hereby assures and certifies to the lobbying restrictions which are codified in the DOL regulations at 29 CFR Part 93.
  - (1). No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an 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 this federal contract, grant loan, or 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, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this subgrant 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 the lobbying restrictions be included in the award documents for subgrant agreement transactions over \$100,000 (per OMB) at all tiers (including subgrant agreements, contracts and subcontracts, under grants, loan, or cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
  - (4). This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and 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 failure.

j). Priority Hiring Considerations:

If this subgrant includes services in excess of \$200,000, the Subgrantee shall give priority consideration in filling vacancies in positions funded by the subgrant to qualified recipients of aid under Welfare and Institutions Section Code 11200 in accordance with Public Contract Code 10353.

k). Sweatfree Code of Conduct:

- 1). All Subgrantees 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 furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Subgrantee 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](http://www.dir.ca.gov), and Public Contract Code Section 6108.

- 2). The Subgrantee agrees to cooperate fully in providing reasonable access to the subgrantees' records, documents, agents or employees, or premises if reasonably required by authorized officials of the Subgrantor, the Department of Industrial Relations, or the Department of Justice to determine the subgrantees' compliance with the requirements under paragraph a of the Sweatfree Code of Conduct.
- 1). Unenforceable Provision: In the event that any provision of this subgrant agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this subgrant agreement have force and effect and shall not be affected hereby.

m). Nondiscrimination Clause

- 1). The conduct of the parties to this subgrant agreement will be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated there under and the provisions of WIA, Section 188.

- (a). As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I - financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I-financially assisted program or activity, and to all agreements that grant applicant makes to carry out the WIA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

- (b). This Subgrantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the subgrant agreement.
- (c). This Subgrantee agrees to conform to nondiscrimination provisions of the WIA and other federal nondiscrimination requirements referenced in 29 CFR, Part 37.

n). Indemnification:

- 1). The following provision applies only if the Subgrantee is a governmental entity:

Pursuant to the provision of Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.

- 2). The following provision applies only if the Subgrantee is a non-governmental entity:

The Subgrantee agrees to the extent permitted by law, to indemnify, defend and save harmless the Subgrantor, its officers, agents and employees from any and all claims and



## WIA SUBGRANT AGREEMENT

Subgrantee: PACIFIC GATEWAY WRKFRC INV NET

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losses accruing or resulting to any and all contractors, subcontractors, materials persons, laborers and any other persons, firms or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by the Subgrantee in the performance of this subgrant agreement.

Failure to comply with all requirements of the certifications in Section 2 may result in suspension of payment under this subgrant agreement or termination of this subgrant agreement or both, and the Subgrantee may be ineligible for award of future state subgrant agreements/contracts if the department determines that any of the following has occurred: (1) false information on the certifications, or (2) violation of the terms of the certifications by failing to carry out the requirements as noted above.

## o). Salary and Bonus Limitations:

In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006, shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the States, the compensation levels for programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter number 5-06 for further clarification.

The incurrence of costs and receiving reimbursement for these costs under this award certifies that your organization has read the above special condition and is in compliance.

## p). Clean Air and Water Act:

For subgrants in excess of \$100,000, compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 {h}); Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR 15, revised as of July 1, 1989).

## 3. Standards of Conduct

The following standards apply to all Subgrantees.

- a). General Assurance: Every reasonable course of action will be taken by the Subgrantee in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This subgrant agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. Subgrantee agrees to conform to the nondiscrimination requirements as referenced in WIA, Section 188.
- b). Avoidance of Conflict of Economic Interest: An executive or employee of the Subgrantee, an elected official in the area or a member of the Local Board, will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by the Subgrantee or Subgrantor: Supplies, materials, equipment or services purchased with subgrant agreement funds will be used solely for purposes allowed under this subgrant agreement. No member of the Local Board will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.

## 4. Coordination

Subgrantee will, to the maximum extent feasible, coordinate all programs and activities supported under this part with other programs under the WIA, including the Wagner-Peyser Act, Title 38 of the United States Code, and other employment and training programs at the state and local level.

Subgrantee will consult with the appropriate labor organizations and/or employer representatives in the design, operation or modification of the programs under this subgrant agreement.

## 5. Subcontracting

- a). Any of the work or services specified in this subgrant agreement which will be performed by other than by the Subgrantee will be evidenced by a written agreement specifying the terms and conditions of such performance.
- b). The Subgrantee will maintain and adhere to an appropriate system, consistent with federal,

state and local law, for the award and monitoring of contracts which contain acceptable standards for insuring accountability.

- c). The system for awarding contracts will contain safeguards to insure that the Subgrantee does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

#### 6. Insurance

Except for city and county governmental entities, Subgrantees must provide the Subgrantor evidence of the coverage specified in a, b, c and d below. The evidence of coverage shall include the registration number of the subgrant agreement for identification purposes.

- a). Subgrantee will obtain a fidelity bond in an amount of not less than \_\_\_\_\_, prior to the receipt of funds under this subgrant agreement. If the bond is canceled or reduced, Subgrantee will immediately so notify the Subgrantor. In the event the bond is canceled or revised, the Subgrantor will make no further disbursements until it is assured that adequate coverage has been obtained.
- b). Subgrantee will provide general liability insurance with a combined limit of \$1,000,000 or public liability and property damage coverage with a combined limit of not less than \$1,000,000.
- c). Subgrantee will provide broad form automobile liability coverage with limits as set forth in (b) above, which applies to both owned/leased and non-owned automobiles used by the Subgrantee or its agents in performance of this subgrant agreement, or, in the event that the Subgrantee will not utilize owned/leased automobiles but intends to require employees, trainees or other agents to utilize their own automobiles in performance of this subgrant agreement, Subgrantee will secure and maintain on file from all such employees, trainees or agents a self-certification of automobile insurance coverage.
- d). Subgrantee will provide Worker's Compensation Insurance, which complies with provisions of the California Labor Code, covering all employees of the Subgrantee and all participants enrolled in work experience programs. Medical and Accident Insurance will be carried for those participants not qualifying as "employee" (Section 3350, et seq. of the California Labor Code) for Worker's Compensation.
- e). The Subgrantor will be named as "Certificate Holder" of policies secured in compliance with paragraphs a-d above and will be provided certificates of insurance or insurance company "binders" prior to any disbursement of funds under this subgrant agreement, verifying the insurance requirements have been complied with. The coverage noted in b and c above must contain the following clauses:

- (1). Insurance coverage will not be canceled or changed unless 30 days prior to the effective date of cancellation or change written notice is sent by the Subgrantee to:

Employment Development Department  
WIA - Financial Management Unit  
P.O. Box 826880, MIC 69  
Sacramento, CA 94280-0001

- (2). State of California, its officers, agents, employees and servants are included as additional insured, but only insofar as the operations under this subgrant agreement are concerned.
- (3). The State of California is not responsible for payment of premiums or assessments on this policy

#### 7. Resolution

A county, city, district or other local public body must provide the state with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of this subgrant agreement. Preferably resolutions should authorize a designated position rather than a named individual.

#### 8. Funding

It is mutually understood between the parties that this subgrant agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the subgrant agreement was executed after that determination was made.

This subgrant agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate state fiscal years covered by this subgrant agreement for the purposes of this program and; (2) sufficient funds available to the state by the United States Government for the fiscal years covered by this subgrant agreement for the purposes of this program. In addition, this subgrant agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the

## WIA SUBGRANT AGREEMENT

Subgrantee: PACIFIC GATEWAY WRKPRC INV NET

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Congress and Legislature which may affect the provisions, terms, or funding of this subgrant agreement in any manner.

- a). At the expiration of the terms of this subgrant agreement or upon termination prior to the expiration of this subgrant agreement, funds not obligated for the purpose of this subgrant agreement will be immediately remitted to the Subgrantor, and no longer available to the Subgrantee.
- b). The Subgrantor retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing the Subgrantee is given prompt notice and the opportunity for an informal review of the Subgrantor's decision. The Chief Deputy Director or his designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of the Subgrantee or a Subcontractor of the Subgrantee to comply with the provisions of this subgrant agreement, or with the WIA or regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.
- c). The local Chief Elected Official (CEO) of a unit of general local government designated as a Local Workforce Investment Area (LWIA) shall be liable to the EDD for all funds not expended in accordance with WIA, and shall return to the EDD all of those funds. If there is more than one unit of general local government in a LWIA, the CEO(s) will be the individual(s) designated under an agreement executed by the CEO(s) of the local units of government. The CEO(s) designated under the agreement shall be liable to the EDD for all funds not expended in accordance with the WIA, and shall return to the EDD all of those funds.

## 9. Accounting and Cash Management

- a). Subgrantee will comply with controls, record keeping and fund accounting procedure requirements of WIA, federal and state regulations and directives to ensure the proper disbursement of, and accounting for, program funds paid to the Subgrantee and disbursed by the Subgrantee, under this subgrant agreement.
- b). Subgrantee will submit requests for cash to coincide with immediate cash needs and assure that no excess cash is on deposit in their accounts or the accounts of any sub-contracting service provider in accordance with procedures established by the Subgrantor. Failure to adhere to these provisions may result in suspending cash draw down privileges and providing funds through a reimbursement process.
- c). The Subgrantor retains the authority to adjust specific amounts of cash requested if the Subgrantor's records and subsequent verification with the Subgrantee indicate that the Subgrantee has an excessive amount of cash in its account.
- d). Income (including interest income) generated as a result of the receipt of WIA activities, will be utilized in accordance with policy and procedures established by the Subgrantor. Subgrantee will account for any such generated income separately.
- e). Subgrantee shall not be required to maintain a separate bank account but shall separately account for WIA funds on deposit. All funding under this subgrant agreement, will be made by check or wire transfer payable to the Subgrantee for deposit in Subgrantee's bank account or city and county governmental bank accounts. To provide for the necessary and proper internal controls, funds should be withdrawn and disbursed by no less than two representatives of the Subgrantee. The Subgrantor will have a lien upon any balance of WIA funds in these accounts, which will take priority over all other liens or claims.

## 10. Amendments

This subgrant agreement may be unilaterally modified by the Subgrantor under the following circumstances:

- a). There is an increase or decrease in federal or state funding levels.
- b). A modification to the Subgrant is required in order to implement an adjustment to a Subgrantee's plan.
- c). Funds awarded to the Subgrantee have not been expended in accordance with the schedule included in the approved Subgrantee's plan. After consultation with the Subgrantee, the Subgrantor has determined that funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a manner consistent with state and federal law, regulations and policies, reverting to the Subgrantor.
- d). There is a change in state and federal law or regulation requiring a change in the provisions of this subgrant agreement.
- e). An amendment is required to change the Subgrantees' name as listed on this subgrant agreement. Upon receipt of legal documentation of the name change the state will process the amendment. Payment of invoices presented with a new name cannot be paid prior to

WIA SUBGRANT AGREEMENT

Subgrantee: PACIFIC GATEWAY WRKFRC INV NET

Exhibit BB  
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SUBGRANT NO: K386302  
MODIFICATION NO: NEW

approval of said amendment.

Except as provided above, this subgrant agreement may be amended only in writing by the mutual agreement of both parties.

11. Reporting

Subgrantee will compile and submit reports of activities, expenditures, status of cash and closeout information by the specified dates as prescribed by the Subgrantor. All expenditure reports must be submitted upon the accrual basis of accounting. Failure to adhere to the reporting requirements of this agreement will result in funds not being released.

12. Termination

This subgrant agreement may be terminated in whole or in part for either of the two following circumstances:

- a). Termination for Convenience - Either the Subgrantor or the Subgrantee may request a termination, in whole or in part, for convenience. The Subgrantee will give a ninety- (90) calendar-day advance notice in writing to the Subgrantor. The Subgrantor will give a ninety (90) calendar-day advance notice in writing to the Subgrantee.
- b). Termination for Cause - The Subgrantor may terminate this subgrant agreement in whole or in part when it has determined that the Subgrantee has substantially violated a specific provision of the WIA regulations or implementing state legislation and corrective action has not been taken.
  - (1). All notices of termination must be in writing and be delivered personally or by deposit in the U. S. Mail; postage prepaid, "Certified Mail-Return Receipt Requested", and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U. S. Postal Service.

Notices to the Subgrantee will be addressed to:

David Gonzalez  
Interim Executive Director  
  
3447 Atlantic Ave.  
Long Beach, CA 90807

Notices to the Subgrantor will be addressed to:

Employment Development Department  
Workforce Services Division  
Financial Management Unit  
P.O. Box 826880, MIC 69  
Sacramento, CA 94280-0001

13. Records

- a). If participants are served under this subgrant agreement, the Subgrantee will establish a participant data system as prescribed by the Subgrantor.
- b). Subgrantee will retain all records pertinent to this subgrant agreement for a period of three years from the date of final payment of this subgrant agreement. If, at the end of three years, there is litigation or an audit involving those records, the Subgrantee will retain the records until the resolution of such litigation or audit.  
Refer to 29 CFR, Part 97.42(b)(2) or 29 CFR, Part 95.53(b)(1).
- c). The Subgrantor and/or the U. S. DOL, or their designee (refer to 29 CFR, Part 95.48(d) or 29 CFR Part 97.36(i)(10)) will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this subgrant agreement. For purposes of this section, "access to" means that the Subgrantee shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this agreement. The Subgrantee shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the subgrant. Subgrantee's performance under the terms and conditions herein specified will be subject to an evaluation by the Subgrantor of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

14. Audits

- a). The Subgrantee will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. All governmental and non-profit organizations must follow the audit requirements of OMB (single audit or program-specific audit requirement) Circular A-133 (29 CFR 97.26 and 29 CFR 95.26).

- b). The Subgrantee and/or auditors performing monitoring or audits of the Subgrantee or its sub-contracting service providers will immediately report to the Subgrantor any incidents of fraud, abuse or other criminal activity in relation to this subgrant agreement, the WIA, or its regulations.

#### 15. Disallowed Costs

Except to the extent that the state determines it will assume liability, the Subgrantee will be liable for and will repay, to the Subgrantor, any amounts expended under this subgrant agreement found not to be in accordance with WIA including, but not limited to, disallowed costs. Such repayment will be from funds (Non-Federal), other than those received under the WIA.

#### 16. Conflicts

- a). Subgrantee will cooperate in the resolution of any conflict with the U. S. DOL that may occur from the activities funded under this agreement.
- b). In the event of a dispute between the Subgrantor and the Subgrantee over any part of this subgrant agreement, the dispute may be submitted to non-binding arbitration upon the consent of both the Subgrantor and the Subgrantee. An election for arbitration pursuant to this provision will not preclude either party from pursuing any remedy for relief otherwise available.

#### 17. Grievances and Complaint System

Subgrantee will establish and maintain a grievance and complaint procedure in compliance with the WIA, federal regulations and state statutes, regulations and policy.

#### 18. Property

All property, whether finished or unfinished documents, data, studies and reports prepared or purchased by the Subgrantee under this subgrant agreement, will be disposed of in accordance with the direction of the Subgrantor. In addition, any tools and/or equipment furnished to the Subgrantee by the Subgrantor and/or purchased by the Subgrantee with funds pursuant to this subgrant agreement will be limited to use within the activities outlined in this subgrant agreement and will remain the property of the United States Government and/or the Subgrantor. Upon termination of this subgrant agreement, Subgrantee will immediately return such tools and/or equipment to the Subgrantor or dispose of them in accordance with the direction of the Subgrantor.

#### 19. Intellectual Property Provisions

##### a). Federal Funding

In any subgrant funded in whole or in part by the federal government, Subgrantor may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the subgrant, except as provided in 37 Code of Federal Regulations part 401.14. However, pursuant to 29 CFR section 97.34 the federal government shall have 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 Subgrantor has agreed in a signed writing to accept a license, Subgrantor 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 Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement.
- (2). For the purposes of this subgrant agreement, 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 Subgrantor, 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.

- (a). 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 projects.

- (3). In the performance of this subgrant agreement, Subgrantee may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this subgrant agreement. In addition, under this subgrant agreement, Subgrantee may access and utilize certain of Subgrantor's intellectual property in existence prior to the effective date of this subgrant agreement. Except as otherwise set forth herein, Subgrantee shall not use any of Subgrantor's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of Subgrantor. Except as otherwise set forth herein, neither the Subgrantee nor Subgrantor shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this subgrant agreement, Subgrantee accesses any third-party Intellectual Property that is licensed to Subgrantor, Subgrantee agrees to abide by all license and confidentiality restrictions applicable to Subgrantor in the third-party's license agreement.
- (4). Subgrantee agrees to cooperate with Subgrantor in establishing or maintaining Subgrantor's exclusive rights in the Intellectual Property, and in assuring Subgrantor's sole rights against third parties with respect to the Intellectual Property. If the Subgrantee enters into any agreements or subcontracts with other parties in order to perform this subgrant agreement, Subgrantee shall require the terms of the agreement(s) to include all Intellectual Property provisions of paragraph nineteen a) through nineteen i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to Subgrantor all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, subgrantee or subgrantor and which result directly or indirectly from this subgrant agreement or any subcontract.
- (5). Pursuant to paragraph nineteen (b) (4) of the Intellectual Property Provisions in Exhibit BB to this subgrant agreement, the requirement for the Subgrantee to include all Intellectual Property Provisions of paragraph nineteen a) through nineteen i) of the Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to subgrant agreements or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 663.700-730.
- (6). Subgrantee further agrees to assist and cooperate with Subgrantor 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 Subgrantor'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 Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement, Subgrantee 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 subgrant agreement. Subgrantee hereby grants to Subgrantor, 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 Subgrantee'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 subgrant, unless Subgrantee 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 Subgrantee from using any ideas, concepts, know-how, methodology or techniques related to its performance under this subgrant agreement, provided that Subgrantee's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of Subgrantor or third party, or result in a breach or default of any provisions of paragraph nineteen a) through nineteen i) or result in a breach of any provisions of law relating to confidentiality.

d). Copyright

- (1) Subgrantee agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph nineteen (b) (2) (a) of authorship made by or on behalf of

Subgrantee in connection with Subgrantee's performance of this subgrant agreement shall be deemed "works made for hire." Subgrantee further agrees that the work of each person utilized by Subgrantee in connection with the performance of this subgrant agreement will be a "work made for hire," whether that person is an employee of Subgrantee or that person has entered into an agreement with Subgrantee to perform the work. Subgrantee shall enter into a written agreement with any such person that:

(i) all work performed for Subgrantee shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to Subgrantee or any work product made, conceived, derived from or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement. Refer to 29 CFR, Part 95, Appendix A 5 or Part 97.34.

- (2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this subgrant agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement may not be reproduced or disseminated without prior written permission from Subgrantor.

e). Patent Rights

With respect to inventions (refer to 29 CFR, 97.36(i)(8)) made by Subgrantee in the performance of this subgrant agreement, which did not result from research and development specifically included in the Subgrant's scope of work, Subgrantee hereby grants to Subgrantor a license as described under paragraph nineteen 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 subgrant agreement's scope of work, then Subgrantee agrees to assign to Subgrantor, without additional compensation, all its right, title and interest in and to such inventions and to assist Subgrantor in securing United States and foreign patents with respect thereto.

f). Third-Party Intellectual Property

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

g). Warranties

- (1). Subgrantee represents and warrants that:

- (a). It has secured and will secure all rights and licenses necessary for its performance of this subgrant agreement.
- (b). Neither Subgrantee's performance of this subgrant agreement, nor the exercise by either Party of the rights granted in this subgrant agreement, 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 Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement 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 Subgrantee.
- (c). Neither Subgrantee'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.
- (d). It 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.
- (e). 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.
- (f). It 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 Subgrantor in this subgrant agreement.

- (g). It has appropriate systems and controls in place to ensure that state and federal funds will not be used in the performance of this subgrant agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- (h). It 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 Subgrantee's performance of this subgrant agreement.
- (2). SUBGRANTOR MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS SUBGRANT AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

h). Intellectual Property Indemnity

- (1). Subgrantee shall indemnify, defend and hold harmless Subgrantor and its licensees and assignees, and its officers, directors, 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 Subgrantee 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 agreements of Subgrantee pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of Subgrantor'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 Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement. 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 subgrant agreement. Subgrantor reserves the right to participate in and/or control, at Subgrantee's expense, any such infringement action brought against Subgrantor.
- (2). Should any Intellectual Property licensed by the Subgrantee to Subgrantor under this subgrant agreement become the subject of an Intellectual Property infringement claim, Subgrantee will exercise its authority reasonably and in good faith to preserve Subgrantor's right to use the licensed Intellectual Property in accordance with this subgrant agreement at no expense to Subgrantor. Subgrantor shall have the right to monitor and appear through its own counsel (at Subgrantee's expense) in any such claim or action. In the defense or settlement of the claim, Subgrantee may obtain the right for Subgrantor 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, Subgrantor may be entitled to a refund of all monies paid under this subgrant agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3). Subgrantee agrees that damages alone would be inadequate to compensate Subgrantor for breach of any term of these Intellectual Property provisions of paragraph nineteen a) through nineteen i) by Subgrantee. Subgrantee acknowledges Subgrantor would suffer irreparable harm in the event of such breach and agrees Subgrantor 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 subgrant agreement or any project schedule.

20. Confidentiality Requirements

The State of California and the Subgrantee will exchange various kinds of information pursuant to this subgrant agreement. That information will include data, applications, program files, and information about specific clients receiving services. These data and information are confidential when they define an individual or an employing unit or when the disclosure is restricted or prohibited by any provision of law. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment



## WIA SUBGRANT AGREEMENT

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Development Department, the California Department of Social Services, the California Department of Education, the California Department of Corrections, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges, the Department of Alcohol and Drug Programs, and individuals requesting program services.

The Subgrantor and Subgrantee agree that:

- a). Each party shall keep all confidential information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- b). Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- c). The Subgrantee agrees that information obtained under this subgrant agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this agreement.
  - i. Aggregate Summaries: All reports and/or publications developed by the Subgrantee based on data obtained under this agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
  - ii. Publication: Prior to publication, Subgrantee shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to Unemployment Insurance Code section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
  - iii. Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
- d). Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or to the public.
- e). The Subgrantee shall notify Subgrantor's Information Security Office of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (916) 654-6231. Information Security Incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets.

The Subgrantee shall cooperate with the Subgrantor in any investigations of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied.

If the Subgrantee learns of a breach in the security of the system which contains confidential data obtained under this Subgrant, then the Subgrantee must provide notification to individuals pursuant to Civil Code section 1798.82.

- f). The Subgrantee shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Subgrant. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
- g). At no time will confidential data obtained pursuant to this agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- h). Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in section 1798.55 of the Civil Code, section 502 of the Penal Code, section 2111 of the Unemployment Insurance Code, section 10850 of the Welfare and Institutions Code and other applicable local, state and federal laws.
- i). Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- j). Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying

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confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.

- k). If the Subgrantor or Subgrantee enters into an agreement with a third party to provide WIA services, the Subgrantor or Subgrantee agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.
- l). The Subgrantee may, in its operation of the One-Stops, permit a One-Stop Operator to enter into a subcontract to manage confidential information. This subcontract may allow an individual to register for resume-distribution services at the same time the individual enrolls in CalJOBS. Subgrantee shall ensure that all such subcontracts comply with the intellectual property requirements of paragraph 19 of this Subgrant, the confidentiality requirements of paragraph 20 of this Subgrant and any other terms of this Subgrant that may be applicable. In addition, the following requirements must be included in the subcontracts:
- (1) All client information submitted over the Internet to the subcontractor's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Clients' social security numbers must be stored in a separate database within the subcontractor's network of servers, and protected by a firewall and a secondary database server firewall or AES data encryption. If a subcontractor receives client social security numbers or other confidential information in the course of business, for example a resume-distribution service that provides enrollment in CalJOBS, social security numbers must be destroyed within two days after the client registers for CalJOBS. If a subcontractor obtains confidential information as an agent of the subgrantee, the subcontract must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. In accordance with 29 Code of Federal Regulations 97.42, social security numbers and other client specific information shall not be retained for more than three years after a client completes services. The subgrantee should extend this period, only if any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three-year retention period. In this case the records should be maintained until completion of the action and resolution of all issues arising from it, or until the close of the three-year retention period, whichever is later. (29 CFR sec. 97.42 (b) (2).)
  - (2) Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the subcontractor's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the subcontract.
  - (3) A One-Stop client must still be given the option to use the One-Stop's services, including CalJOBS, even if he or she chooses not to use any services of the subcontractor. This option shall be prominently, clearly, and immediately communicated to the client upon registration within the One-Stop or for CalJOBS, the subcontractor's resume-distribution services, or any other services subcontractor offers to the client or the One-Stop Operator.
  - (4) The subcontractor must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the clients seeks and for any other services the subcontractor offers. The subcontractor shall not use a client's personal and/or demographic information without the client's prior permission. A link to the subcontractor's Privacy Policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.
  - (5) When the Subgrantor modifies State automated systems such as the State CalJOBS System, it shall provide reasonable notice of such changes to the Subgrantee. The Subgrantee shall be responsible to communicate such changes to the One-Stop Operator(s) in the local area.
- m). Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation. As of this date, the following are those individuals:

## FOR THE SUBGRANTOR

Name: Art O'Neal  
 Title: Section Manager  
 Address: P.O. Box 826880, MIC 69  
 Sacramento, CA 94280-0001  
 Telephone: (916) 654-9699

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Fax: (916) 654-9657

FOR THE SUBGRANTEE

Name: David Gonzalez  
Title: Interim Executive Director  
Telephone: 562.570.3701  
Fax: 562.570.3704

21. Signatures

This subgrant agreement is of no force and effect until signed by both of the parties hereto.  
Subgrantee will not commence performance prior to the beginning of this subgrant agreement.

Revised October 2007

**Statement of Work  
Youth Academy Project  
Cost Reimbursement Contract**

**SUBCONTRACTOR:** ACCORD, COMMUNITY FIRST  
400 Oceangate Suite 510  
Long Beach, CA 90802  
*(Hereinafter referred to as "Subcontractor")*

**CONTRACT TERM:** June 29, 2012 -June 30, 2013

**CONTRACT AMOUNT:** \$100,000

**YOUTH TO BE SERVED:** Out - School Youth

**SERVICE REGION:** Region 1 – Long Beach/Signal Hill  
Region 2 – Lomita/Torrance

**YOUTH TO ENROLL/SERVE:** 40 Total Participants  
Region 1 – Approx. 30  
Region 2 – Approx. 10

**FUNDING AGENCY:** City of Long Beach, Administering Entity for the  
Pacific Gateway Workforce Investment Network

Administered by the City of Long Beach, the Pacific Gateway Workforce Investment Network (Pacific Gateway), through its Youth Opportunity Center (YOC), coordinates and oversees services supporting the workforce needs of the residents and businesses it serves. ACCORD, Community First (Subcontractor) shall, on behalf of Pacific Gateway and YOC, administer the program services described herein.

**I. PROJECT SUMMARY**

In accordance with this contract, Subcontractor shall provide youth services funded under the Workforce Investment Act (WIA) of 1998. The overall goal is to provide services that develop the potential of youth as citizens and leaders, and fosters positive long-term outcomes for youth participants. The youth served under this contract are 18-21 years old, reside in Long Beach, Signal Hill, Lomita or Torrance, and are WIA eligible. WIA-eligible youth are youth who are economically disadvantaged and have one or more identified barrier (i.e., basic skills deficient, homeless, runaway, foster youth, pregnant or parenting, offender, school drop-out, youth with a disability or youth who requires additional assistance to complete an educational program or to secure/hold employment). Unless otherwise approved by Pacific Gateway in writing, youth previously enrolled in WIA-funded program, either through Pacific Gateway or a subcontract, may not be enrolled in the WIA Youth Academy Project if less than two years have passed since their exit from the WIA-funded program. Concurrent enrollment with another WIA-funded youth program is also not permitted without prior approval from Pacific Gateway.

## II. PROGRAM DESIGN

The Subcontractor's Youth Academy Project focuses on exposing, preparing and placing youth in high-growth/high demand careers/industries. Subcontractor will ensure youth's academic preparation through basic skills upgrading (i.e., math, reading, etc.) and occupational skills training, as well as through work-readiness training. By creating successful partnerships with organizations from education, business, labor, social services and community-based organizations, Subcontractor shall ensure youth's preparedness to enter the labor market, particularly high-growth/high-demand careers/industries for employment or enter post-secondary education, military or advanced training. To further support the Project's focus, the Subcontractor has uniquely designed their respective project to incorporate additional career exploration activities, as well as other services, to meet the needs of their youth participants and to capitalize on the individual expertise of the Subcontractor and their Project partners.

## III. PROGRAM ADMINISTRATION

### A. Outreach/Recruitment

Subcontractor is responsible for ensuring that enrollment goals are met as a result of outreach and recruitment efforts (Refer to Program/Budget Planning Summary). The Subcontractor's outreach and recruitment efforts shall focus on WIA-eligible youth. WIA-eligible youth are youth who are economically disadvantaged, 18-21 years old, and have one or more of the following identified barriers:

1. Basic Skills Deficient (below 9<sup>th</sup> grade level in reading and/or math);
2. Homeless, Runaway, Foster Youth;
3. Pregnant or Parenting;
4. Offender;
5. School Dropout; and
6. Youth requires additional assistance to complete an educational program or to secure/hold employment.

Subcontractor is required to place the following language on all printed materials (i.e., flyers, brochures, announcements, etc.) used in conjunction with the Subcontractor's WIA-funded project:

*"This program is funded by the Workforce Investment Act (WIA) of 1998 through the Pacific Gateway Workforce Investment Network."*

- and -

*"Equal Opportunity Employer/Program. Auxiliary aids and services available upon request to individuals with disabilities. To request a reasonable accommodation, please call (insert appropriate telephone number) or TTY (insert appropriate telephone number) at least 72 hours prior to event."*

Upon request, Subcontractor may utilize the Pacific Gateway Workforce Investment Network's logo on printed materials used in conjunction with Subcontractor's WIA-funded project.

## **B. Orientation**

Subcontractor must provide program orientation to prospective youth participants. The orientation must include information on the full-array of services provided available through the WIA-funded program, including services and referrals provided by collaborating partners.

## **C. Eligibility/Initial Certification**

Subcontractor is responsible for initial determination of WIA eligibility for all perspective participants recruited for its program. All necessary completed eligibility documents and MIS forms must be batched and provided to the Youth Opportunity Center for final eligibility determination. Subcontractor is required to make sure all male U.S. citizens, and male aliens living in the U.S., who are 18 through 25, are registered with Selective Service. Subcontractors must keep record of male participants who will turn 18 throughout the program and ensure they become registered with Selective Service once they turn 18. Subcontractors are required to submit documentation verifying participant's selective service registration to Youth Academy Specialist.

## **D. Basic Skills Assessment/Upgrading**

Subcontractor is responsible for conducting an initial basic skills assessment, the Test of Adult Basic Education (TABE), for all participants during the eligibility/initial certification appointment. If a youth is determined to be basic skills deficient (scoring below 9<sup>th</sup> grade level in either reading or applied math on the TABE), the area(s) of deficiency must be addressed through activities designed to increase comprehension. All deficient youth must receive remediation in all areas of deficiency (i.e., reading, applied math). **A post-test to determine a functioning level increase must be administered to all basic skills deficient youth.** Subcontractor must use TABE 9 Level D as a pre-test, and TABE 10 Level D as a post-test. **There must be a minimum of 50 hours of instruction before administering the post-test.** TABE pre- and post-test scores will be recorded on the MIS Test Scores form. Basic skills remediation activities may include school re-entry for out-of-school youth. Non-basic skills deficient youth may also participate in remediation activities.

## **E. MIS Enrollment and Test Scores**

MIS Enrollment and Test Scores forms must be submitted by the Subcontractor within 5 days of providing services to youth. Services may not be provided to youth until final eligibility determination and enrollment is completed and approved. Once activities are completed, the updated Enrollment and Test Scores forms must be submitted to the Youth Opportunity Center for review and submission to the Program Support Unit. Subcontractor must ensure the timeliness of submissions, as it impacts the validity of data reported by Pacific Gateway to its Board and the State's Employment Development Department.

## **F. Case Management**

Subcontractor shall provide case management services, including (but not limited to): developing an Individual Service Strategy (ISS) in partnership with youth, which documents all services and progress towards achievement of program goals and objectives; individual counseling; file maintenance; and completion of all required customer tracking forms, including case notes. Subcontractor staff will be required to use Pacific Gateway Internet-based case management system (VOS-Virtual One-Stop) to record and document services provided to participating youth. Case management staff,

as well as other appropriate Subcontractor staff, are responsible for attending and actively participating in mandatory monthly Subcontractor meetings and training sessions, prior to and during the contract period.

#### **G. National Work-Readiness Credential Training (NWRC)**

Subcontractor shall ensure all enrolled youth are provided work-readiness training in accordance with the Equipped for the Future (EFF) learning standards under the National Work Readiness Credential (NWRC). Subcontractor shall provide directly or coordinate such efforts with Network approved vendors. This training will cover four modules of real world scenarios:

- Situational Judgment;
- Oral Language;
- Reading and Understanding; and
- Using Math to solve problems

These modules incorporate information (i.e., scenarios, case studies, data, etc.) that further exposes youth to high-growth/high-demand occupation(s)/industry(ies).

Class-based training components will include both basic skills remediation and work readiness instruction in line with NWRC curriculum and standards. Youth are required to pre- and post-test youth for knowledge of work readiness skills utilizing assessment components.

Upon successful completion and attainment of the (NWRC) training, the participant will receive a "National Work Readiness Credential Attainment" certificate issued by the Castle Worldwide Incorporated. Subcontractor must obtain a copy of the original Credential and maintain it in the case file. A copy of the Credential must be provided to the Youth Academy Specialist and the Operations Unit when requesting reimbursement for performance incentives.

Please Note: The NWRC does not meet the criteria for Industry Recognized Certificate.

#### **H. Occupational Skills Training Component**

Enrolled youth on must receive occupational skills training that focuses on a high-growth/high-demand occupation/ industry, and provide youth with the skills necessary to perform work-related functions within that occupation/industry. Subcontractor is required to assess youth for occupational interest, training suitability and attainment of skills tied to the occupational skills training provided.

Upon completion of the occupational skills training component, Subcontractor shall issue a Certificate of Completion to participating youth, verifying the youth's completion of the occupational skills training component. (Youth Opportunity Center staff will provide a sample template of a Certificate of Completion form for use by the Subcontractor). Once issued, a copy of the Certificate must be maintained in the case file, provided to the Youth Academy Specialist and the Operations Unit if requesting reimbursement for performance incentives.

**I. Industry Recognized Certificate**

Enrolled youth must attain an industry-recognized certificate in recognition of necessary technical or occupational skills gained for employment in a high-growth/high-demand occupation/industry, or advance training within an occupation, in addition to, a high school diploma or GED (if applicable) and/or CPR/First Aid.

Certificates may be issued by:

- State boards of education, State boards governing community colleges and universities;
- State licensing boards for private schools, State education associations;
  - Integrated post-secondary or higher education reporting units;
  - State Department of Professional or Occupational Regulation;
  - Professional, industry, or employer organizations or product manufacturers or developers;
  - Registered apprenticeship programs, Office of Job Corps; and
  - Training institutions/providers.
- High School or Adult Basic Education providers (GED/Equivalent testing agencies).

**PROGRAM SPECIFIC DETAILS**

The Subcontractor’s Program/s described below will expose youth to high-demand/high-growth training leading to industry-recognized certificates and employment, focusing on specific industry/ies listed below.

The Subcontractor is responsible to ensure partners, if any, are adhering to the State of California requirements for classroom training and for any hands-on practicum and supervision in order to successfully pass and obtain an industry recognized certificate.

Subcontractor will meet certificate attainment requirements as spelled out in the Program Performance Standards Section through the participant's attainment of one or more of the industry-recognized certificates:

| <b>Training Program Name</b> | <b>Industry Sector</b>      | <b>Program Description (e.g., # of hrs/wks, other program components)</b>   | <b>Planned # of Participants</b> | <b>Industry Recognized Certificate Name</b>  |
|------------------------------|-----------------------------|---|----------------------------------|--|
| Next Step Youth Program      | Energy or Retail Industries | Industry recognized certification enhances the job opportunities available for youth as they begin seeking employment along with assisting them in functioning more effectively and confidently while on the job. Youth will earn the industry and nationally recognized certifications in the Energy or Retail Industries. Job | 40                               | OSHA 10<br>CPR/First Aid<br>Forklift<br>HAZWOPER 30/40<br>National Retail Federation Foundation Customer Service Certification |



|  |  |  |  |  |
|--|--|--|--|--|
|  |  | <p>Readiness Workshops will teach approaches to job search and placement. Supportive services will be available as needed. Case Managers, utilizing the Individual Service Strategy (ISS) as a map for achievement, work collaboratively with youth in a manner that will assist in keeping them on track to meet WIA performance measures and outcomes. Training will be approximately 6 weeks (1-8 hrs a day).</p> |  |  |
|--|--|--|--|--|

\*The activities and services contained in the Subcontractor's proposal (Exhibit B.1) are incorporated hereto unless amended in this Statement of Work

Additional industry recognized certificates may be adopted into the program design per the discretion of Pacific Gateway.

**J. Supportive and Referral Services**

Subcontractors must follow Pacific Gateway's Supportive Services guidelines contained in policy WIB-18 Supportive Service Policy.

Supportive Services may be provided to WIA-enrolled youth, as defined in WIA Section 101 (46), may include the following:

- A. Linkages to community services;
- B. Assistance with transportation;
- C. Assistance with child care and dependent care;
- D. Assistance with housing;
- E. Referrals to medical services; and
- F. Assistance with uniforms or other appropriate work attire and related work tools, including such items as eyeglasses and protective eye wear.

WIA Youth Subcontractors must have authorization to provide supportive services outside of the defined list (a-f). If supportive services are not identified on their approved budget, subcontractors must obtain pre-approval prior to issuance. Subcontractors must coordinate with Youth Opportunity Center staff to ensure that required forms and supporting documentation is accurately provided.

**K. Follow-Up Services**

All youth who exited prior to the end of the contract period must receive follow-up services, as, appropriate, to ensure retention of skill attainment, to provide for continued youth engagement, and to help sustain positive progress and outcomes toward long-term success. **Subcontractor must make direct contact with youth on a monthly basis.**

Follow-up services for youth may include:

1. Confirmation of performance attainment
2. Leadership development
3. Supportive services
4. Regular contact with a youth and their employer, including assistance addressing work-related problems that arise
5. Assistance in securing better paying jobs, career development and further education
6. Work related peer support groups
7. Adult mentoring and tutoring
8. Tracking the progress of youth in employment after training

#### IV. PROGRAM ELEMENTS

WIA requires that youth participating in WIA-funded programs have access to 10 required program elements. Under this contract the Subcontractor or other partnering agency are providing four of these elements, (1) Academic Assistance (Basic Skills Upgrading), (2) Occupational Skills Training, (3) Supportive Services, and (4) Follow-up Services. In addition, participants must have access to the other six elements by partner or through referral:

1. **Alternative Education** - Opportunities and assistance to re-enroll and attend an educational program outside of traditional secondary education including adult schools, charter schools, high school diploma or GED programs, community colleges, vocational schools and/or occupational programs
2. **Leadership Development** - Opportunities for youth to learn, direct, and apply positive leadership and positive social behaviors. This includes community service, citizenship training, decision-making, service learning, cultural diversity training, and peer-centered activities encouraging responsibility.
3. **Mentoring** - Opportunities for youth to interact meaningfully, and one-on-one, with a caring adult(s) over a minimum 12-month period to improve academic performance, provide job shadowing, goal setting, career exploration, work readiness, and social skills improvement – and may occur both during and after Youth Academy Project participation.
4. **Guidance and Counseling** - Services that offer advice, guidance, and resources to aid youth in overcoming barriers and in solving personal problems – and includes (not limited to) drug and alcohol abuse counseling, goal setting, and referrals to other services appropriate to the needs of the individual youth.
- 5-6. **Work Experience and Summer Employment** - Opportunities for youth to learn work-related skills and to acquire effective workplace behaviors, including both paid and unpaid work experience activities, internships, summer employment, job shadowing, and other planned and structured learning experience that occurs in the workplace.

#### V. INCENTIVE

Subcontractor may provide participating youth with performance incentives and/or program incentives to maximize positive performance outcomes and encourage active program participation.

**Performance Incentives** are available to youth meeting specific goals listed in Pacific Gateway's Performance Incentive Policy Matrix. Youth participants may be able to earn up to \$300 (not more than \$75 increments per outcome, no more than 4 instances) in performance incentives for achieving established performance goals, as budgeted by Subcontractor. In addition, Subcontractor will ensure that Tracking/Receipt Form is maintained in each case file, along with appropriate supporting documentation, to verify that outcomes have been achieved and incentives received by youth.

**Program Incentives** may be used to encourage participation and continued progress as youth successfully complete one or more components of a program. Incentives, for example may address areas of completion of work experience/internship, tutoring activities, good/improved attendance and behavior. Incentives can include gift certificates, T-shirts, field trips, or other items the program determines to be motivating to youth. Youth participants may be able to earn up to \$250 and not more than in program incentives for achieving established program outcomes, as budgeted by Subcontractor. Subcontractor will ensure that Criteria Proposal Form for program incentives is completed and submitted to the YOC Coordinator for approval prior to providing any program incentives to participating youth. In addition, Subcontractor will ensure that Tracking/Receipt Form is maintained in each case file, along with appropriate supporting documentation, to verify that outcomes have been achieved and incentives received by youth.

## VI. PROGRAM PERFORMANCE STANDARDS

Performance measures are set by the State of California Workforce Investment Division, in negotiation with the Pacific Gateway Workforce Investment Board. In an effort to ensure and maximize positive outcomes, Pacific Gateway has included local outcomes for WIA Subcontractors.

Continuation of funding will be contingent upon the attainment of the following performance outcomes.

| <b>YOUTH PERFORMANCE MEASURES</b>  |
|--|
| <b>LITERACY/ NUMERACY INCREASE (85% Completion Rate)</b>   |
| <p><b>Objective</b> - Youth should attain at least one basic skills goal, which represents an increase in an educational functioning level within each area of deficiency, within one year of the date set or prior to exit (whichever comes first)</p> <p><b>Program Elements</b> – Basic skills remediation must be provided in each area of deficiency</p> <p><b>Required Documentation</b> – MIS Enrollment form (when applicable), Basic Skills Pre and Post assessments, MIS Youth Test Scores form (when applicable)</p> <p><b>Excludes</b> – Youth that are not deficient on their basic skills pre-test</p> |
| <b>NATIONAL WORK READINESS CREDENTIAL TRAINING (85% Completion Rate)</b>   |
| <p><b>Objective</b> – All youth should receive National Work Readiness Credential Training and earn the National Work Readiness Credential.</p> <p><b>Program Elements</b> – 25-hour National Work Readiness Training (Not Industry</p>  |

Recognized Certificate)

**Required Documentation** – MIS Enrollment form, National Work Readiness Post-test scores, and credential.

**Excludes** –All youth required to participate unless they already have attained the NWRC

**OCCUPATIONAL SKILLS TRAINING (85% Completion Rate)**

**Objective** - Youth should successfully complete occupational skill training and receive a Subcontractor issued program certificate for “Successful Completion of Occupational Skill Training” in addition to an Industry Recognized Certificate

**Program Elements** – Occupational skills training

**Required Documentation** – MIS Enrollment form, Occupational skills evaluations, attendance records, Subcontractor issued certificate of completion

**Excludes** – N/A. All youth required to participate

**INDUSTRY RECOGNIZED CERTIFICATE (90% Completion Rate)**

**Objective** - All youth participating in the Subcontractor’s program are expected to earn an industry-recognized certificate, regardless of whether the youth earns a High School diploma or GED

**Program Elements** – Occupational skills training

**Required Documentation** – MIS Enrollment form, Industry-Recognized certificate

**Excludes** – N/A. All youth required to participate

**EXIT – PLACED IN ONE OF THE FOLLOWING: EMPLOYMENT, POST-SECONDARY EDUCATION, MILITARY OR ADVANCED TRAINING (75% Completion Rate)**

**Objective** - At exit, youth should be in employment (full-time or part-time), enrolled in post-secondary education, advanced training, and/or in the military

**Program Elements** – MIS Enrollment form, work readiness or occupational skills training, academic and training assistance, work experience, internship, job search assistance

**Required Documentation** – Employment information (i.e., check stub, letter of employment, etc.), school records, training records, military records (when applicable) and MIS Exit Form

**Excludes** – Youth who are already employed and remained with the same employer at exit, or in post-secondary education or training at enrollment or neutral outcomes

**FOLLOW-UP ACTIVITY (75% Completion Rate)**

**Objective** - During the first and third quarter after exit, youth should be in employment (fulltime or part-time), post-secondary education, advanced training, occupational skills training and/or in the military

**Program Elements** – Follow-up services

**Required Documentation** – Employment information/supplemental data, school records, training records or military records (when applicable) and MIS Follow-Up Form

**Excludes** – Youth that exit the program with a neutral outcome

## **NEUTRAL OUTCOMES**

Youth that exit the program in one of the following neutral outcomes will be excluded from this performance measure:

- Institutionalized
- Health/Medical
- Reserve Forces called to active duty
- Relocated to a Mandated Program
- Deceased

## **VII. CONTRACT MANAGEMENT**

The City shall compare planned vs. actual program performance and expenditure levels on a quarterly basis. This analysis is based on the Subcontractor's approved Program/Budget Planning Summary Form (Exhibit D).

If subcontractor is 10% or more below their planned total at the end of the first quarter or any quarter thereafter, the City has the right to unilaterally cancel the contract or deobligate funds up to the amount of the under expenditure or underperformance. Alternatively, upon review and approval of the City, Subcontractor may be allowed to submit a corrective action plan demonstrating that program performance is attainable and expenditure levels can be met. At the discretion of the City, Subcontractor may be allowed to continue program services.

## **VIII. RECORD KEEPING AND MONTHLY REPORTING REQUIREMENT**

### **A. Fiscal Reporting/Invoicing**

1. Subcontractor will ensure that invoices are submitted on the 10<sup>th</sup> of each month and are in compliance with Project Budget (Exhibit C). If the 10<sup>th</sup> of the month falls on a Saturday or Sunday, invoice must be submitted the Friday before. Subcontractor is required to participate in WIA In-Service Training and provide invoices and supporting documentation as requested by the City.
2. Subcontractor funds will not exceed **\$100,000** of WIA Title I funds to achieve program goals. The Subcontractor will be reimbursed for all pre-approved (reasonable and necessary) costs incurred in the operation of the program, as detailed in the Project Budget. Supporting documentation is required to justify reimbursements.
3. Subcontractor must include accruals on all monthly invoices per State of California Directive WIAD 04-15, effective March 1, 2005.
4. Subcontractor may exceed cost categories by no more than 10% between line items, provided that that the difference is reduced from other account(s) within the same cost category and the total amount for each cost category remains the same. Any other

budget changes must be approved by the City and through a Letter of Modification or an Amendment to the Contract submitted by the Subcontractor.

5. Invoices must be submitted to the Pacific Gateway Workforce Investment Network, 3447 Atlantic Avenue, Long Beach, CA 90807, Attention: Accounts Payable.
6. Written requests for budget changes must be submitted to the Pacific Gateway Workforce Investment Network, 3447 Atlantic Avenue, Long Beach, CA 90807, Attention: Operations Officer.
7. Subcontractor shall ensure the accuracy of each invoice.
8. Subcontractor must submit a Cost Allocation Plan annually to the City.

#### **B. Program Reporting**

1. Subcontractor shall ensure the timely submittal of required program documents, reports, and forms.
2. Subcontractor shall submit all required MIS forms within 5 working days of activity.
3. Subcontractor completed and submitted to Pacific Gateway for approval a Program and Budget Planning Summary. The Summary is incorporated as part of this Statement of Work and will be monitored by YOC staff to ensure targeted numbers and costs are met.
4. Subcontractor will ensure the completion and submittal of the Monthly Management Report (MMR) on the 10<sup>th</sup> of each month. If the 10<sup>th</sup> of the month falls on Saturday or Sunday, the MMR must be submitted on the Friday prior to the 10<sup>th</sup>. A copy of the MMR must be provided to the Subcontractor's assigned Network Youth Academy Specialist as well as included as part of the Subcontractor's invoice, due on the 10<sup>th</sup> of each month.
5. The MMR is designed to track actual program activity (i.e. enrollment, goals, etc.) and individual participation with each Subcontractor to determine if planned performance levels are met, or if corrective action is necessary.
6. Subcontractor shall ensure the accuracy of each report.

#### **C. Record Keeping and Reporting Requirements**

1. The following documents are to be maintained in participant files by the Subcontractor:
  - a. Eligibility Documentation;
  - b. Suitability Interview;
  - c. Participant Handbook Receipt;
  - d. MIS Documentation;
  - e. Case Notes via Virtual One-Stop (VOS);
  - f. Applicable Pre & Post Tests;
  - g. Individual Service Strategy (ISS);
  - h. Participant Internship Agreement (if applicable);
  - i. Training Site Agreement (if applicable);

- j. Copy of YOC Application;
  - k. Verification of Supervisor Orientation Form (if applicable);
  - l. Parental Medical and Emergency Consent Form;
  - m. Consent to Access Internet;
  - n. Copy of Participant Time Sheets (if applicable);
  - o. Certificate of Completion (Work-readiness and Occupational Skills);
  - p. Industry-recognized Certificates;
  - q. Progress Reports;
  - r. Participant Evaluations completed by Worksite Supervisor (if applicable);
  - s. Support Services Request Form (if applicable);
  - t. Support Services Tracking Form (if applicable);
  - u. Incentive Program Tracking Form (if applicable);
  - v. Incentive Performance Tracking Form (if applicable);
  - w. Follow-up Services(s)
2. Subcontractor is required to immediately notify assigned Youth Academy Specialist, or in his/her absence YOC Coordinator, of any accident or injury and to submit an Incident Report regarding such occurrence.
  3. Subcontractor is required to maintain all program records for a minimum of 7 years. Access to records by the awarding agency, the grantee, DOL, or the Controller Center of the United States for the purpose of audit, examination, excerpts, and transcription must be made available. Records retained for 7 years may not be destructed unless approved by the City in writing.

**D. FINAL PROJECT SUMMARY REPORT**

Subcontractor is required to submit final billing and report to the City within thirty (30) days of completion of contract. At minimum the report shall address the following:

1. Brief description of programs and services offered;
2. Challenges
3. Number of enrollments;
4. Results of Special Award Condition Corrective Action Outcomes (if applicable)
5. Total hours of paid activities for each participant;
6. Number of positive outcomes;
7. Performance outcomes met;
8. List of collaborating partners and training sites utilized, and services provided by each;
9. Recommendations for future programs; and
10. Final close-out invoice with total funds awarded and expended.

**IX. GENERAL INFORMATION**

**A. Unallowable Activities and Costs**

The Subcontractor shall comply with the following guidelines per WIA, or reimbursement may be disallowed:

1. Political Activities: No financial assistance may be provided for any program, which involves political activities.

2. Maintenance of Effort:

- a. No currently employed worker shall be displaced by any participant (including partial displacement, such as a reduction in hours or non-overtime work, wages or employment benefits).
- b. No WIA funds are to be used to assist, promote, or deter union organizing.
- c. No program shall impair existing contracts for services or collective bargaining agreements without the written concurrence of the labor organization and employer concerned.
- d. No participant shall be employed or job opening filled when (1) any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated employment with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this contract.
- e. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
- f. No person or organization may charge an individual a fee for the placement or referral of such individuals in or to a training program funded under this Act.

**B. WIA Contract Clauses**

Subcontractor shall administer contract within the policies and procedures mandated by the Workforce Investment Act of 1998 and the Pacific Gateway Workforce Investment Network and agrees to comply with the following contract clauses, as applicable, during the duration of the contract period:

- a. Compliance with awarding agency requirement and/or regulations related to patent rights, copyrights, and rights in data;
- b. Maintenance of records for 7 years;
- c. The Equal Employment Opportunity Act provisions;
- d. The Americans with Disabilities Act of 1990;
- e. The Contract Work Hours and Safety Standards Act;
- f. The Clean Air Act and Environmental Protection Agency regulations;
- g. The Energy Policy Conservation Act;
- h. The Bryd Anti-Lobbying Amendment;
- i. The Debarment and Suspension requirements;
- j. The Copeland "Anti-Kickback" Act;
- k. The Davis-Bacon Act.

**C. Administrative Dispute Resolution**

The YOC/Pacific Gateway Workforce Investment Network and Subcontractor will communicate openly and directly to resolve any problems or disputes related to completing the contract in a cooperative manner and at the lowest level of intervention possible. Should information resolution efforts fail, the dispute shall be referred to the Chair of the Pacific Gateway Workforce Investment Network's Board who shall place the dispute upon the agenda of a regular or special meeting of the Executive Committee. The Executive Committee decision will be the final administrative decision.

**D. Nepotism**

Subcontractor may not hire, directly or through an employing agency, a person in an administrative capacity, staff position, or on-the-job training position funded under the



Act if a member of that person's immediate family is engaged in an administrative capacity for that Subcontractor.

Immediate family is defined as a wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent and stepchild.

**XI. CONTINUATION OF CONTRACT:**

Continuation of this contract is contingent upon the satisfactory achievement of the standards and goals of the contract as determined by the City and/or availability of WIA funds from the State of California. If a Subcontractor cannot fulfill the obligations of this contract, the Subcontractor must notify Pacific Gateway's Contracts/Procurement Coordinator in writing immediately.

**XII. LETTER OF MODIFICATION:**

The Subcontractor agrees to the following procedures for modification of the contract:

1. All requests for contract modifications must be in writing and include detailed justification for such modifications.
2. The City may initiate a letter of modification at any time during the contractual term with written concurrence from the Subcontractor. Letters should be addressed to KC Nash, Operations Officer, Pacific Gateway Workforce Investment Network, 3447 Atlantic Avenue, Long Beach, CA 90807.
3. Budget Modification – Subcontractor may submit requests to modify its Project Budget (Exhibit C) for anticipated changes and adjustments to the line items on the budget. Any budget revision in excess of 10 percent in any budget line item will require prior written approval from Pacific Gateway. When submitting a request for budget modification, subcontractor must also submit the Program Planning Summary (Exhibit D) with Section VI – Projected Expenditure Summary reflecting the requested updates. The final deadline to request a budget revision for this project is **May 15, 2013**. Pacific Gateway reserves the right to deny any budget modification requests.
4. Program Planning Summary Revision – Subcontractor may submit requests to modify its Program Planning Summary (PPS) (Exhibit D) for anticipated changes and adjustments to the PPS. Changes to the PPS require prior written approval from Pacific Gateway. The final deadline to request a PPS revision for this project is **December 15, 2012**. Pacific Gateway reserves the right to deny any PPS revision requests; specifically, requests that reduce the funded level of participants to be served or requests that impact Subcontractor's ability to meet the required performance measures.
5. Pacific Gateway reserves the right to allow modifications to Exhibits C and D beyond the above deadlines.



## Overview of the Youth Academy Project:

ACCORD will focus on recruiting the following target population of Out of School Youth in the Long Beach Region. These individuals are at risk of becoming involved in gangs, Emancipated foster youth, parenting, and disadvantaged youth. These individuals lack basic skills, out-of-school, school dropouts, youth who lack a high school diploma or GED, and homeless youth. Eligible participants will be defined as having more than one barrier to finding quality employment and/or returning back to education.

Section 2: Narrative: Competence, Competence, Controls & Expertise and program design

B. Provide narrative addressing all sections and questions below:

### *B.1. Competence, Controls, and Subject Expertise*

#### ***B.1. Competence, Controls, and Subject Expertise***

**a. Agency's experience or potential ability to effectively serve the population through the described program model. Include discussion of past performance as related to WIA Youth performance measures. Address agency's administrative and fiscal capacity to fulfill federal and state-required documentation and record keeping in support of Pacific Gateway service strategies; project management abilities; record-keeping capacity; discreet project tracking and accounting controls; existing internal monitoring/QA processes; and capacity for handling corrective actions/findings, if needed. Agencies with no experience in providing WIA services will want to explain the unique advantage or value associated with their proposal. If the proposal is a joint partnership among agencies, or if there are vendors, repeat the above questions for each entity.**

ACCORD has designed effective programs that have been successful in working with youth offenders and non offenders. Over the past five years, ACCORD has successfully operated high risk youth programming in five counties in Southern California – Imperial, Orange County, Riverside, San Bernardino and Los Angeles (Long Beach). We have serviced more than 750 youth ages 16 to 21 who are adjudicated, offenders, probationary, gang members, gang involved, incarcerated, have issues with substance abuse, have mental and physical disabilities, require basic skills remediation, lack basic job readiness, life skills to become successful, school drop outs, pregnant and/or parenting, in Foster Care or have aged out, homeless or runaway youth.

ACCORD has delivered effective services under the Department of Labor Youth Offenders Grant, High Wage-High Skill-Job Training and High Intensity Gang Activity Areas (HIGAAAs). Each of the programs met or exceeds the program goals. Program activities were coordinated by ACCORD program staff and established lasting partnership with County agencies, Community and Faith-based organizations, and Mental Health Agencies for a comprehensive approach in addressing the specific needs of each participant.

ACCORD has provided high quality services to the youth of the Pacific Gateway Workforce Network. ACCORD has experience in providing outreach and recruitment, program services and activities to both in-school and out-of-school youth at a grassroots level, managing, coordinating and placing program participants within a variety of high growth industry sectors including customer service, retail, construction and utility.

Each youth is provided with a compendium of intensive services that include but are not limited to ongoing case management, in-depth assessment of basic skills and mental health, life skills and job readiness workshops, access to occupational training, employment opportunities, supportive services, retention services and follow-up. All participants' activities are documented in the ISS and in the IEP. Our goal has always been to work actively and collaboratively with the youth and their support system (family, probation, social workers, etc.) to ensure they become responsible and successful members of the community. Through our current programming, we have increased high school graduation rates, reduced the recidivism rate in all five counties, increased entry into higher education, apprenticeship and vocational education; increased basic skills by at least two grade levels; increased school attendance; and created a feeder program for employers. We gained enormous support through the development of partnerships with workforce agencies, probation, education, mental and health providers, community and faith-based organizations as well as law enforcement and the various county District Attorney's offices. Program partners provided documented reports on all referrals and outcomes of services delivered. Last year, one of our case managers was honored by the Probation Department for her outstanding work with youth offenders. We also developed a community coalition that works to provide anti gang workshops and workshops for parents of gang members. We see this as the perfect opportunity to continue to build upon our successes and provide additional hope, goal achievement and necessary services to help this population gain success.

ACCORD also has extensive experience in tracking systems and reporting information in a variety of formats. Additionally, our greatest expertise is providing grassroots campaigns to recruit participants. Staff will coordinate activities and work with community and faith-based organizations, other public agencies, governmental agencies, educational institutions, and including business and organized labor.

ACCORD is exceptionally qualified to serve as the fiscal agent for this contract because of its current and past experience of receiving more than \$4.5 million in funding. ACCORD has many years of experience in administering and providing employment and training programs along with an excellent track record of contract compliance and continuously funded through ongoing solicitations. The organization has the capacity in the use of multiple payment sources and is highly experienced in contract monitoring and management. Staffing includes a fully staffed accounting department that handles contracts related matters, accounts payable/receivable and procurement. Accounting records are maintained according to sound accounting principles and coded to a modified version of Uniform Chart of Accounts for Non-Profit Organizations. Internal audits are performed monthly by Fiscal Manager to reconcile bank statements, computer records and hard copy receipts to assure proper and appropriate account codes, program allocation and costs categories. The internal audit

also produces a grant-by-grant budget analysis along with balances. ACCORD utilizes generally accepted accounting practices (GAAP) in reporting actual costs to grantors that are consistent with practices it uses in projecting costs for grant proposals. Similar costs are accounted for in the same manner, regardless of funding sources. Indirect costs are allocated to programs by applying percentage of program costs compared to total agency costs. The methodology used for: 1) Project Director and Administrative Support staff are based on the percentage of total full time equivalent overseen; 2) Program Support are direct hours supported by time sheets for activities working for more than one program; 3) Fringe Benefits are allocated in the same proportion as the related salaries; Insurance as well as Occupancy Costs (rents, utilities, janitorial) are allocated based on square feet of office space occupied; and 5) Other Expenses are allocated directly to the program based on usage. Costs not directly assignable are allocated to programs based on proportion of total income received or total unit of service performed, if applicable. There is a system of checks and balances from file review to timing of exits and performance cohorts; sign off authority of expenditures; internal and external audits and GAAP are used and full knowledge of required OMB Circulars related to funding streams. We maintain an internal database system that tracks and reports of all participant activities including performance levels on enrollments, placements, wage earnings, employment retention, financial and invoice reporting, training/educational attainment and co-enrollment activities between multi-funded projects and partners. All of our staff has extensive experience in program oversight, labor relations and a deep knowledge of the retail and customer service industries, union apprenticeship programs, and knowledge of other high growth economic opportunities along with the ability to work collaboratively with the employers' and the community.

**b. Relationships with industry associations, employers, labor organizations, and apprenticeship programs that create a strong tie to occupational skills training, job placement, and related skills.**

ACCORD will do this by working collaboratively with the local labor unions, employers, local contractors and businesses to identify entry-level career ladder job opportunities that will provide at-risk youth with real prospects for a future. ACCORD has spent time developing industry relationships that provide access for participants to living wage jobs in high growth industries. Our partners and past partners include Utility Workers Union of America/Region 5; Southern California Pipe Trades/District Council 16; Painters and Allied Trades District Council 16; Carpenters Union Training and Apprenticeship; Millwrights and Erectors Local 1607; Operating Engineers Locals 460, 494, 761; UWW Local 132 - Gas Workers; UWW Local 256; UWW Local 132; IBEW Local 11; IBEW Local 543; Road Sprinkler Fitters UA Local 669; Boilermakers Local 92; United Association of Pipe Trades Joint Apprenticeship Program; Black Contractors Association; California Water Service Company, American Water Service Company, Sempra Energy; Southern California Edison; Valero Energy Corporation; Granite Construction; A.O. Reed, Knights Inn; Red Roof Inn; Quick Silver Clothing; Footlocker; and Mission Foods to name a few.

**c. History of and expert knowledge in serving the communities proposed.**

ACCORD has served this area and target population over the last 10 years. It has been well documented that these youth are at risk of beginning involvement gangs, deviant behavior, dropping out school, low rates of graduation, no effective job skills, high incidents of youth pregnancy, youth offenders, emancipated foster youth, out-of-school youth, youth who lack high school diploma or GED, and homeless youth. Especially among a targeted age group of 14-24. Over those years, ACCORD has provided a varied wide scope of services that meets all demand occupations requirements but it has the capacity to adjust to regional changes in economic conditions and local job market.

Currently, ACCORD staff provides services to a diverse population of at-risk youth with multiple barriers to employment. As part of our mission, ACCORD strives to provide relevant assistance in the identification of some career pathways that will assist the youth in becoming productive members of the new global economy. Through our expertise in working with this population we have provided a compendium of services that have encouraged and prepared them for jobs in high growth industries. For example, in our current program model we have found that by providing individualized and intensive math, 85% of youth improved their math skill levels by two grade levels in 1 year; we have also provided on going job readiness that has provided our participants with the confidence and preparedness that will lead to a great job offer.

ACCORD also created a referral network for the partners who can provide the youth with a variety of human resources and supportive services in all areas of the Pacific Gateway Workforce Network. Staff has also created a wide network of employer partners that reside in areas covered by this grant. The employer partners are supportive of our activities and assist us by providing participants mock interviews, targeted job fairs and provide input into training curriculums. Lastly, our staff has strong personal ties within the community of Long Beach and fully understands the needs of the youth. ACCORD is looking forward using our knowledge of the communities to continuing our unique program model to assist in helping youth become members of the global workforce.

**d. A staffing plan for the project, including a list of funded positions, and qualifications of staff that currently/will fill those positions.**

All of our staff has extensive experience in program oversight, and knowledge of high growth economic opportunities within the California and local communities in which we serve along with the ability to work collaboratively with the employers. The following are the positions that will be funded along with highlights of our qualified staff: Tony Hord, Supervisor: Has more than 16 years of experience in managing youth and adult projects under a variety of funding resources and managing case managers, job developers and skills trainers. He also has extensive experience working with youth offenders between the ages of 14 to 21; is familiar with after-school programming, leadership development, life skill workshops and is familiar with the Southern California economic climate and high growth industries? He has spent some time developing relationships with Labor Unions and Employers in order to connect them with workforce development. He understands the importance of meeting program goals and program

performance. He will provide program guidance, monitoring and other managerial duties as required. Possess a B.A from Loyola and an N.D. from Trinity College. He is also a Certified Life Coach. Currently, he is enrolled in Cornell University's Organizational Management Program. Jessica Ku, Case Manager Ms. Ku has over 7 years of experience working with offenders and other high-risk populations and understands the processes of co-enrollment and the leveraging of both internal and external resources. Previously as KCCD Youth Workforce Program City Manager, Ms. Ku managed a \$1.5 million innovative workforce initiative to improve the employment outcomes for Asian at-risk and adjudicated youth in Los Angeles and Orange County through collaborations, advocacy and program development. Passionate about building the capacity of the community, Ms. Ku has empowered her community as the APEX Co-Chair of Special Events, Project New Speak Director of Community Outreach, Host of GBC AM 1190 "Meeting the Next Generation," Advisor on NAPAFASA AAPI Impaired Driving Prevention Project's Advisory Committee, and Legal Investigative Intern at D.C. Prisoners' Legal Services Project. As an AmeriCorps\*VISTA (Volunteers in Service to America) alum, Jessica dedicated a year of service to combating poverty in Los Angeles and Orange County. Ms. Ku graduated with honors from the University of California, Irvine with a B.A. in Criminology, Law & Society. Job Developer will be incorporated into the staff profile. This individual will have extensive knowledge of the target area and targeted industries.

Program Design:

*B.2. Program Design (Overall Design and Service Delivery)*

**a. Target group(s) or at-risk characteristics and proposed (e.g. homeless, offender, etc.).**

ACCORD intends to recruit qualified individuals who have an interest in receiving services from Workforce Investment Act-funded for an **Out-of-School Youth Academy Project** that are willing to participate and receive services. ACCORD will serve the youth residing in Pacific Gateway's Region (Long Beach/Signal Hill). These individuals come from economically disadvantaged segments from the community. ACCORD plans to serve 40 older youth and each participate in the program shall have one or more identified barriers. ACCORD will focus within the ages of 18-21. The identified barriers shall include: school dropout, needs a HS Diploma or GED; Homeless, runaway, foster child; Pregnant and/or parenting skills; youth offender; Basic skills deficient below 9th grade level in reading and/or math; or Individual who requires additional assistance to complete an educational program, or unable to secure and maintain employment.

Chart of Performance:

| Category  | Performance % | Total Number Served |
|---|---------------|---------------------|
| <b>Skill Attainment</b>                                 | 85%           | 34                  |
| Program Elements  | 100%          | All participants    |
| <b>Skill Attainment (NWR)</b>                           | 85%           | 34                  |
| <b>Skill Attainment</b>                                 | 85%           | 34                  |
| <b>Certificate Attainment</b>                           | 90%           | 36                  |
| <b>Exit Placed in Employment, Education or Training</b> | 75%           | 30                  |
| <b>Follow Up Activity</b>                               | 75%           | 30                  |
| <b>Total</b>  |               | 40                  |

**b. Planned coordination of outreach and recruitment efforts, and how that will ensure access to the targeted population.**

ACCORD and our Partners know the best way to market to youth is “every way possible.” Youth are bombarded on a daily basis with marketing “sound-bite” messages on radio, on television and in print. They tend to develop interest in products and services when the service has “name recognition.” ACCORD has found that a multifaceted approach to marketing the program is the most effective strategy for recruiting youth utilizing a wide array of marketing tools as part of their outreach and recruitment strategy including coordination with program Partners for organizing joint program orientations. Other types of marketing formats that will be used are, but are not limited to, notices on internet sites, emails blasts and distribution of fliers and other printed information and presentations to Adult Schools and ROP counselors’, Community Colleges, Alternative Schools, One-Stop Centers, Foster Care Agencies, Probation Officers, YMCA, recreational centers and local Community and Faith-Based Organizations; Additionally, informational fliers and brochures will be distributed at employer sites to get the information out to young adults who are under employed and want to pursue a career path in a high growth industry. Also, the distribution of press releases to all regional newspapers, cable television stations and local radio stations will be done. Orientations for youth will include a description of the full array of services available through WIA funded programming and will include all services provided by collaborating partners. An emphasis will be placed on recruiting women into non-traditional employment opportunities in which women comprise 25% or less of those employed. As part of our outreach process, special orientations will be held just for young women who are interested in pursuing a career within the customer service, retail, construction and utility. Presentations will be made by women who are currently working in the field and will be integrated into the orientation system in an effort to provide sensitivity and pertinent information specific to the audience (**See Attachment #1: Referral Process**).

During the process of outreach and recruitment some youth who may apply for WIA Youth Academy Project services may not be eligible. These youth shall be referred to local One-Stops, Youth Employment Opportunity Programs, and our Partners for assistance.

**c. Tools and techniques to completing assessments, creating and maintaining an Individual Service Strategy (ISS), providing ongoing case management, and establishing criteria for meeting specific WIA Youth Performance measures at time of enrollment.**

**In-depth Assessment of Basic Skills in Math and English, Career Interest:**

Case Managers will utilize Tests of Adult Basic Education Work-Related Foundation Skills (TABE-WF) that realistically measures foundation skills in reading, mathematics, and language within the context of a specific workplace environment Trade/Technical and Business/Office. The Work Readiness Credential (WRC) focuses on those skills necessary to find entry level employment and proof that they have skills to work within different occupations. WRC Program consists of four tests that include Active Listening Test, Situational Judgment Tests, cooperate with others, resolve conflict and negotiate,



problem solving and decision making, critical observations, take responsibility for learning, Reading Test, and Math Test. Each test question is related to entry-level work tasks and behaviors identified in the Work Readiness Profile. These assessment tests measure skills in an applied manner as recommended by the Workforce Investment Act, the Carl Perkins Vocational Education Act, and the Secretary's Commission on Achieving Necessary Skills (SCANS). For each test, the diagnosis focuses on the specific skills required for the particular work environment. For example, the Business/Office form emphasizes complex language skills, while the Trade/Technical form includes more application-type math items. All forms use language and content that are appropriate. If a participant is deemed basic skills deficient, he/she will be provided with individualized and/or group math and English tutoring by ACCORD's certified instructors. All instruction is based upon TABE assessments and is geared towards customer service, retail, construction and utility. For those participants who are limited English proficient, they will be referred to one of our local educational providers for an English language assessment and ESL classes. Referral for ESL will be discussed with the participant during the initial Individual Service Strategy (ISS) development and then determined by assessment through one of our partners. At a minimum 40 hours of ESL will be provided to limited English proficient entrants by one of our educational partners. For those participants who do not possess a high school diploma or are in need of a GED, a referral will be made to Long Beach Schools for Adults. Our goal is to improve the literacy and numeracy gains of participants by at minimum one grade level. All participants are pre and post tested to ensure grade level increase and achievement of competency. **Case Management Services, Individual Service Strategy (ISS) and Supportive Services:** The case manager and the participant collaboratively discuss assessment results and outcomes. They begin to build the Individual Service Strategy (ISS) and Individual Employment Plan (IEP) that will provide structured goals and realistic time lines for achieving those goals, determination of supportive service, human resource needs, referral for basic skills remediation and/or ESL, referral to life skills and job readiness workshops. All information recorded in the ISS and IEP will reflect the steps needed in establishing criteria to meet WIA Youth Performance Measures. Goals will be specific to age group 18-21. Referrals will be made to human resource agencies, faith or community-based organizations for counseling (i.e., substance abuse, domestic violence), health related issues, housing or additional tutoring in basic skills. Case management will continue throughout the program and into follow-up to ensure the youth achieves their goals. Additionally, case managers will work with participant to identify supportive service needs that will assist in setting the participant up for success. Case managers are bilingual and culturally competent to work with the targeted population. **Supportive Services:** Participants shall have access to the full range of supportive services. If a youth is deemed in need of supportive services, the participant's case manager will be the link for the provision of services. Standard supportive services are available such as transportation, clothing, tools, haircuts and other pertinent services. Referrals shall be made to housing and shelters; tattoo removal, substance and domestic violence treatment; healthcare services and driver's license reinstatement will be made as needed. Many of the supportive services will be made through linkages with our

partners. Partner's staff will work closely with each participant to access any needed services, utilizing leveraged resources.

**d. Proposed customer flow and program model, and include a time line for proposed activities and services.**

**(See Attachment #2: Participant Flow Chart)** ACCORD will be providing structured orientations to all participants prior to program enrollment and will be done in collaboration with the Career Transition Center. All orientations will follow common local outlines and cover the project and career ladder overview, services and available occupational training programs, associate credentials and other information. As part of our outreach process, special orientations will be held just for young women who are interested in pursuing a career within one of the high growth industries. Presentations will be made by women who are currently working in the field and will be integrated into the orientation system in an effort to provide sensitivity and pertinent information specific to the audience. Once participants have completed the Initial Screening, **Eligibility, Intake and Enrollment** procedures begin with the **Assessment** process by taking the TABE-WF to assess basic skills, and the *Career Orientation Placement and Evaluation Survey* (COPEs) that provides a measure of values to supplement programs in educational and industrial career counseling. The Work Readiness Credential consists of four tests (WRC) that includes Listening skills Test, Situational Judgment test that includes cooperation with other, conflict resolution and negotiation, problems solving, critical observations and responsibility, reading for understanding and math to solve problems. These test focus on the skills needed for entry level positions. **(See Attachment #3: Chart of Activities)** COPEs scores are keyed to the 14 COP System Career Clusters and examinees will discover which occupational area matches' participants' personal values and interests. Participants will have the opportunity to explore the customer service, retail, construction and utility Industries through **Labor Market Information and Research**. Participants will have the opportunity to investigate these Industries through labor market research utilizing a variety of appropriate websites such as O-NET, Career Voyages, and get into Energy, National Retail Federation Foundation and CA Employment Development Department LMI. They will learn about career paths, evaluating educational options for career development and other relevant information. LMI will also be shared during Job Readiness Workshops and Work Readiness Credential (WRC) will be documented on each participant's Individual Service Strategy (ISS) to assist with tracking goal progress and attainment. Background checks and Drug Testing will also be provided for those entering into customer service, retail, construction and utility. After 9/11 the Energy Industry was placed under Homeland Security and one of the current requirements for working for any utility employer prior to hire are mandatory background check and a drug test. For those who do not pass the drug test, a referral will be made to one of our partners for drug counseling and related services. For issues with the background check, a discussion with the participant to see if a remedy can be made or placement into an ancillary job. Participants will be informed of the testing and background check during the orientation process and again prior to enrollment. Participants who wish to enroll will be asked to sign a Background Check Waiver Form and a Drug Testing and Policy Form. All youth will receive **Comprehensive, Ongoing Guidance** and counseling

including during the program, follow-up and retention periods. The case manager will act as the liaison to all services. During the development of the **Individual Service Strategy (ISS)** the case manager will discuss all assessments and assists the participant in planning career and educational goals along with related short and long term goals. The full array of **Supportive Services** (transportation, work clothing, etc.) is discussed with youth and in relationship to assisting in achieving their goals. Services are also leveraged with partners when applicable and include human resource referrals for substance abuse and domestic violence counseling. Referrals for GED and ESL will be made to partner agencies. Basic math remediation and technical math will be provided by ACCORD's qualified math instructor. This will lend continuity to the participant's experience and provide them with individualized tutoring and assistance they will require for success. As part of the ISS, and IEP will be developed and focus on the skills learned which career field those skills will be applied too. Prior to enrollment into occupational skills training, job placement, work experience, internships or re-entry into school all youth will attend mandatory **Life Skills Workshops** including Conflict Resolution/Anger Management (utilizing *Stop the Anger Now: A Workbook for the Prevention, Containment, and Resolution of Anger*, R Potter-Efron), Financial Management (utilizing *Nation Endowment for Financial Education* curriculum), Time Management (utilizing *Empower Youth* curriculum), Goal Setting (utilizes *Individual Goal Setting and Decision Making*, Points of Light Curriculum) and Job Readiness. All Workshops are taught in two to eight hour modules and participants are expected to attend the month long workshops series. Workshop information is reinforced throughout the program. ACCORD has found that by providing these vital workshops prior to any activity, retention is strengthened; and participants appear to be more involved and take ownership of their education and related activities. **Higher Education Information Workshops** will provide information and the benefits of transition into higher education. Additionally, youth will be provided with individualized assistance to complete college applications as well as FAFSA applications. Field trips to local colleges will also be arranged for those interested. **Occupational Skills Training in following growth industries** includes Retail Trade, Construction, Utilities, Customer Service - Information, and Leisure & Hospitality. ISS will document participant's career choice and related training to achieve success in that career. Some of the companies that have participated are Walgreens, Time Warner Cable, Golden State Water, Cal Water, Home Depot, Macy's, Athlete's Foot and Toys R Us to name a few. **(See Attachment # 4: Project Timetable Work Chart)**

**Targeted Energy Industry Job Fairs** the retail and Related Service Industries Career Pathway will provide the **National Retail Federation Foundation (NRF) Customer Service Training and Certification**. The NRF training is based on national Customer Service Skill Standards, identified by retail and service employers across the country. The NRF Training and Certification are recognized by the Department of Labor for meeting WIA Youth Certification requirements. The training is 120 hours and incorporates the knowledge and skills used in entry-level to first-line supervisory positions in retail and service industries and is appropriate for high school and older students. Once the training is completed, each participant will be prepared to sit for the proctored Certification test. The 70-question assessment is made up of real-life customer service situations, asking test takers to identify the best courses of action.

The test is delivered by computer, is highly interactive and takes just over one hour to complete. Accommodation can be made for youth with disabilities. Successful candidates receive a certificate and a lapel pin and their name is entered into the national certification database. Many companies now recognize the value of this Certification including CVS, Home Depot, Macy's, Athlete's Foot and Toys R Us to name a few. ACCORD would like to create at minimum one official testing site for the Pacific Gateway Workforce Investment Network. This will be discussed upon award of the grant. **Internships** may be offered to provide a structured learning experience either in the private for-profit sector, the not-for-profit sector or the public sector. This is designed to enable youth to gain exposure to the work environment and its requirements by providing them with the opportunity for career exploration, personal growth, and occupational skills development. **Mentoring** is a key program component. It provides youth with a one-on-one and group support for those who require additional assistance. Mentors also provide participants with real world job knowledge that can be invaluable. Mentoring services will be provided on an ongoing basis by various partner agencies. Additionally, we will provide female mentors into the trade to work with the young women enrolled in the program. Once a participant has completed all the mandatory Workshops, Occupational Skills Training and earned their industry recognized certifications, the participants are then matched to an appropriate **Job Placement** opportunity based upon interest and skill levels and career ladder opportunities. ACCORD's job developer has cultivated relationships with various employers and labor unions throughout the Region. Our goal is to assist the participant in making the transition from program to the workforce a smooth one. The job developer not only maintains a database of all jobs but also those of related industries so a broader range of opportunities can be provided. In addition, participants will have access to the Career Transitions Center Systems job postings as well as job announcements from our participating employers, daily newspapers and other media with local job opportunities. Also available will be representatives for local labor union who will provide additional information on entry into apprenticeship programs. There will be workshops on job search related topics; for example, interviewing, resumes, applications and career planning, are conducted on a regular basis for job seekers at all partner locations. Entry level wages for Energy and Retail Industries range from \$9.50 to \$17.75 per hour. **Job Shadowing and/or Coaching** will be made available to participants who are seemingly having a difficult time maintaining and retaining a job. Job Coaching will continue throughout the program and on an as needed basis during the placement and retention period. The case manager is responsible for this ongoing activity. Job Shadowing, in its most traditional sense, is a program for individuals to find out what it is like to be in a specific profession. This helps the student to choose a job career or college program (higher education/training) and subsequently the profession that they would like to choose. However, the act of job shadowing is also utilized by students and by non students simply wanting to experience a particular career opportunity. In either case, the shadower will follow the professional and observe their daily work. **Follow-up and Retention Services** are critical elements to ensuring youth continue on the appropriate path toward meeting and exceeding their goals. ACCORD will ensure that all youth will be provided with the mandatory twelve months of post program follow-up. Youth are typically exited from the program once they have

achieved their service plan objectives. However, because WIA services are often a “spring board” to more long-term goals (e.g. high school graduation, enrollment into college, entry into apprenticeship programs), post program follow-up is highly beneficial to youth. Case manager’s contact exited youth on a monthly (or more frequent) basis to determine how they are progressing, if they have encountered any obstacles, and what circumstances may have changed (e.g. new job, enrollment into higher education, wage increases). If the participant is facing barriers to achieving their goals, staff can offer access to incentives or make pertinent referrals. Coaching and Mentoring will also be made available to participants by staff. Follow-up will also serve as a tool to educate employers and unions and to help educational providers evaluate the validity of training. Follow-up contacts are recorded and maintained in participants’ case files. ACCORD will provide **Culminating Events** to honor our participants. These special events will positively affect the target group by recognizing their achievement publicly which in turn will positively motivate them to continue on their road to success. These events will be held at successful completion of workshops and/or training.

**e. How the agency plans to deliver and make accessible all required services and program elements, and who will provide such services. Include narrative discussion of specific resources and leveraging through collaborative and strategic partnerships (description should align with letters of commitment, resource sharing and support attached to proposal), and include discussion on availability of supportive services.**

All 12 WIA program elements will be available to youth by either ACCORD or by one of our appropriate Partners. ACCORD’s Partnership leverages and utilizes a compendium of services offered through the diverse collaborative and has studied and prioritized the most relevant risk factors that affect older out-of-school youth in the Pacific Gateway area. By targeting specific community needs and identifying Partners serves as an enhancement to the strategic plan that was developed to provide the requisite services required to assist this high risk population. Three of the 12 program elements have been discussed above. Program partners will collaborate and incorporate the 12 program elements of WIA youths in their service delivery strategy.

**ACCORD/Community First** will provide NRF Customer Service Training and Certification; supportive services, internships, basic skill tutoring (individual and group), ongoing case management, Life Skills and Job Readiness; mentoring, follow-up, retention strategies, access to supportive services, job search assistance, coordination of all services and training components, basic math will provide Leadership Development through team building activities and diversity training and community service. The Occupational skills Training, Supportive Services, and Follow up service have been described in the previous section. This shall be done in conjunction with one-on-one interviews and WRC that focus on those skills necessary to find entry level employment and proof that they have skills to work within different occupations. In addition, through the training materials reinforce those skills necessary to find employment and to retain that employment. The remaining activities are part of the program strategy to provide an effective yet flexible approach in addressing the multiple barriers towards a successful outcome: a. **Academic Assistance** includes tutoring, academic counseling, opportunities to improve overall academic abilities. b. **Alternative**

**Education** reflects educational avenues, which dependent upon the age of the participants. These opportunities include assistance to re enroll in High School, attend educational programs outside of traditional secondary education including adult schools, charter schools, high school diploma or GED programs, community colleges, vocational schools and/or occupational programs. c. **Leadership Development** focuses on the youth to learn new and positive behaviors that contribute to positive social behaviors. This approach uses workshop and leaning skill activities, which includes community service, citizenship training, decision-making training, service learning, cultural diversity training, and peer-centered activities encouraging responsibility. d. **Mentoring** is a continuous activity with an interactive one-on-one interrelationship with a caring adult(s) over a minimum 12-month period to improve academic performance, provide job shadowing/job coaching, goal setting, career exploration, work readiness, and social skills improvement – and may occur both during and after Youth Academy Project participation. e. **Guidance and Counseling** are an ongoing activity that uses program partners and program staff to provide the resources such as advice, guidance (individual, family or group, to address and developed means to overcome the barriers and solving personal problems which include (but not limited to) drug and alcohol abuse counseling, referrals to other personal counseling, career guidance, financial counseling, goal setting, and referrals to other services that are appropriate to the needs of the individual youth. f. **Work Experience and Summer Employment Opportunities**, work experience gives the youth ability to learn work-related skills but how to use them on daily basis. The participant shall demonstrate positive workplace behaviors. These work experiences can either be paid and unpaid work experience activities, internships, job shadowing, and other planned and structured learning experience that occurs in the workplace. Summer employment opportunities are opportunities to work/learn on-the-job shall be coordinated with local businesses', summer month work sites. These activities shall be a positive link to academic performance and occupational skills learning. g. **Performance Incentives** is an approach to reward an individual for positive outcomes that is linked to the program's overall performance goals. A limited number of cash payments can be given to the participant as outlined by Pacific Gateway's Performance Matrix. h. **Program Incentives** is an approach to promote positive interaction among participant, recognition for successfully completing specific activities or program components. These rewards are based upon the individual commitment to the program confirmed, and positive behavior. These incentives can be small gifts or other items that serve as motivational tool and encourage continued positive behavior. These items will be provided by the ACCORD and program partners.

- Carpenters Union Local 630 will continue to provide access to orientation and classroom space; industry speakers; mentoring, outreach and recruitment; assistance with entry into apprenticeship
- Long Beach School for Adults – will provide basic skills remediation, English as a Second Language and GED classes.
- Department of Probation will provide recruitment and referral of youth to program, additional case management; space for monthly Partner meetings
- Atlantic Recovery Services will provide program referrals; substance abuse counseling; supportive services (transportation).

- Truancy Center participant referral and additional case management
- Basic Safety Certification Company additional safety and certification training and tutoring assistance

**f. Plans to expose and train youth in high-growth/high-demand occupation(s) (specify the focused occupations).**

ACCORD will focus on providing exposure within one identified high growth areas – Retail and Customer Service Industries. This will be done through the provision of labor market information and career exploration (i.e. O-Net, CA EDD LMI), “Shop Talk” with Industry Experts. Additionally, all youth will be supplied with career ladder information. Occupations that will be focused on for the Retail and Related Industries will be customer service; entry level sales; desk clerk; information clerk; receptionist; distribution and logistics supply chain; warehouse/inventory control clerk; cashier; receiving clerk; stock clerk; and human resource clerk to name a few.

**g. Plans to provide the required Work Readiness Skills training.**

To determine job readiness of participant, the case managers will employ assessment tools such as the Tests of Adult Basic Education Work-Related Foundation Skills (TABE-WF) that realistically measures foundation skills in reading, mathematics, and language within the context of a specific workplace environment Trade/Technical and Business/Office. The Work Readiness Credential (WRC) measures the individual skill levels that necessary to qualify for entry level employment and proof that they have skills to work within different occupations. Program consist of four tests that include Active Listening Test, the WRC Online Situational Judgment Test (cooperate with others, resolve conflict and negotiate, problem solving and decision making, observe critically, take responsibility for learning, Reading Test, and Math Test. Each test question is related to entry-level work tasks and behaviors identified in the Work Readiness Profile. Upon successful completion of WRC, the participant will receive a Certificate of Job Readiness. In addition, individual shall participate in NRF Customer Service Training. Upon successful complete the participants shall receive Certification of Competence in Customer Service. Assessment results shall determine one’s ability to learn new skills, the type of skills training needed for an occupation that shall give the participant the highest potential for success.

**h. What and how assessment tool(s) will be used to pre- and post-test youth; determine their suitability, need and interest for training in targeted occupation(s)/industry(ies); and verify the attainment of skills/knowledge required to enter and become employed in such occupations.**

Each participant will be assessed. These tools shall be the bases of information that documented in the ISS. The tools shall serve as proof as one’s ability in basic skills, knowledge and what skills that were learned and retained. By assessment will provide documented proof of job readiness and employability. The TABE test will be used in pre-post of knowledge learn and retained over a period of time. TABE, WSC and COPES assessment determine the level of interest in various occupations and/or industries. These and others provide and analysis of skill gap and potential career path. These will be match to employers needs. Program staff and program partners will

administer these assessment and throughout the program. The data gathered will be organized into Individual Employment Plan (IEP). Case Manager and Job Developer will be responsible for documenting the file and sharing specific information with appropriate partners for a more comprehensive service approach. Training activities will be offered to participants and will be aligned with their career interest and assessment results.

**i. Industry-Recognized certificate(s) youth will earn by participating in the program, and how they relate to the agency's targeted high-growth, high-wage industries.**

Industry recognized certification enhances the job opportunities available for youth as they begin seeking employment along with assisting them in functioning more effectively and confidently while on the job. Youth will earn the following industry and nationally recognized certifications such as OSHA 10; CPR/First Aid; and fork lift. National Retail Federation Foundation Customer Service Certification (recognized nationally by the Department of Labor as meeting the WIA standards for certification). This Certification is recognized by many employers including CVS, Home Depot, JC Penny's, Macy's, and Toy's R Us. Certificates show proof of skill attainment and motivation to work within their chosen occupation.

**j. How program will provide youth with the skills necessary to job search and how your organization plans to assist youth in job placement.**

Job Readiness Workshops will take teach approaches to job search and placement. ACCORD will teach various techniques and approaches in; application development; interviewing skills; appropriate workplace attire and grooming skills; work ethics; and re-enforce the Life Skills components of conflict resolution, financial management, and leadership development and team building skills. All participants will participate in mock interviews which will continue into their occupational skills training and is integrated in all aspects of the program. This is a positive way to reinforce appropriate behavior while in a job interview and reiterate job expectations. Partner employers will also speak to youth regarding application development, interview expectations and other related topics. All participants will receive useful tools to enable them to become organized for a successful and fruitful job search including a portfolio container in which to maintain all certifications, résumés and references, pens, pencils, highlighters and other useful tools.

Youth will also present and share their "Career Exploration" activity regarding the labor market and educational information they researched which was based on their COPS assessment. This will provide all participants with workshop discussion points and additional information about the various jobs and career paths in customer service, retail, construction and utility. Also within the Job Readiness Workshops a discussion of non-traditional jobs for women will be presented by women in the workforce. Job Readiness Workshops are taught in four hour modules and reinforced throughout the program. ACCORD has found that by providing these vital workshops prior to any activity, retention is strengthened, participants appear to be more involved and take ownership of their activities. All progress and information regarding job readiness goals will be input in case notes and ISS and will be maintained in the participant's file.



**k. Plans and strategies to achieve outcomes related to WIA-performance measures, including retention of youth in planned services.**

ACCORD believes maintaining older youth engaged beyond the initial enrollment process is critical to their development and eventual retention. Case Managers, utilizing the Individual Service Strategy (ISS) as a map for achievement, work collaboratively with youth in a manner that will assist in keeping them on track to meet WIA performance measures and outcomes. Prior to the end of the program youth will be post tested for grade level improvements in basic skills; in occupational skill training youth will be measured for success with passing and receipt of industry recognized certifications; completion of all job readiness activities; entered employment; and retention after employment. Outcomes are documented in the ISS and reported on appropriate MIS Forms. Follow-up services include contact with the participant at least once a month throughout the 12 month period to ensure retention. On-going retention services are also offered in order to assist the youth to their retain jobs, or stay in school. Services may include but are not limited to and include additional supportive services to attainment achievement, mentoring, referrals to partner agencies for human resource needs; job search, and referral to educational providers to name a few.

**l. When and where will services be delivered, including how agency will ensure a safe and friendly environment for youth.**

Staff provides an emotionally safe and secure environment for youth and is sensitive to the many issues faced by youth (e.g. divorced or absentee parents, poverty, educational deficiencies, cultural and language barriers). ACCORD will monitor all sites to ensure facilities meet public safety requirements. Services will be delivered from the Center for Working Families and ACCORD corporate offices. These offices are located within the City of Long Beach.

**m. A continuous improvement plan indicating how agency will evaluate program progress and participants success on monthly, quarterly, and annual bases.**

ACCORD believes to continuously improve the way our organization operates is of paramount importance. We are constantly striving to raise the standards of performance through improved work processes and increase the consistency of performance around those standards. Our guiding principles are the organizations core values and belief underlying the vision and mission of our organization. These principles focus our energies as we work to implement a strategic plan and include the following: A focus on the customer; a preventive approach; Management by data; Respect for employees at all levels; On-going communication with our strategic partners; Commitment to ongoing improvement; Cross-functional problem solving and constancy of leadership commitment. ACCORD has experience working with project time management. Our service plan addresses all of the program components and time frame necessary to complete the program in a timely manner. The Program Manager monitors programs on a monthly basis and provides reports to ACCORD. Project staff is required to submit monthly reports chronicling their program progress. If the program should fall behind, the Program Manager will analyze the reason and quickly provide appropriate action to get the project back on course for successful completion and

contract performance. Additionally, the Program Manager will provide staff with strategies to evaluate, coach and manage their performance. The monthly staff meetings are for discussion of performance, best practices, program evaluation, staff training and other related issues. Additionally, all program progress is evaluated on a quarterly basis and best practices are reviewed annually.

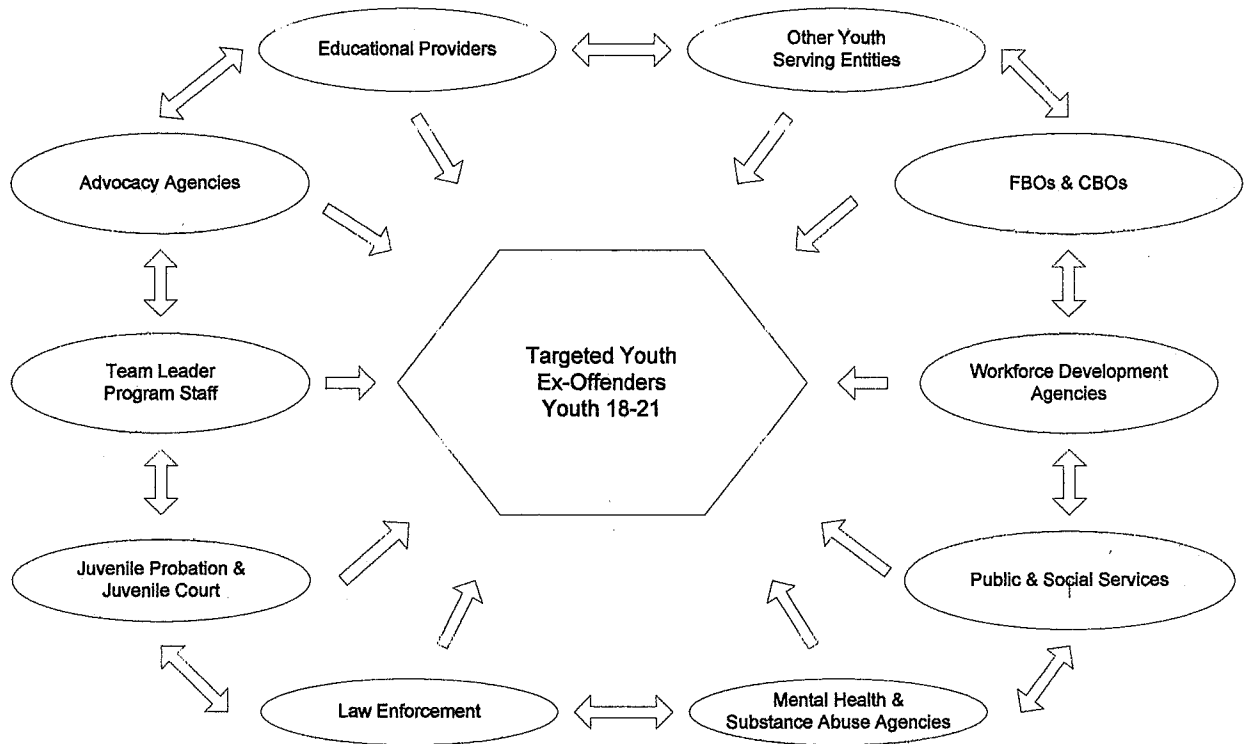
**n. Plans and strategies to incorporate skills training and certification that would be incorporated.**

ACCORD's strategic plan incorporates in seamless delivery of services. It takes into account the goals of the RFP and incorporates them in a Strategic plan. The plan is to identify eligible participants that shall participate in the Youth Academy. The goals of the Youth Academy are to provide leadership and guidance for the participant to go back to school and/or find meaningful employment in a demand occupation. The various assessment tools identify the skills training and potential demand occupations. The certification training confirms the participant has achieved a skill level to effectively compete for entry level position. The certification process will focus on the individuals that are committed to either go back to school, find employment or both.

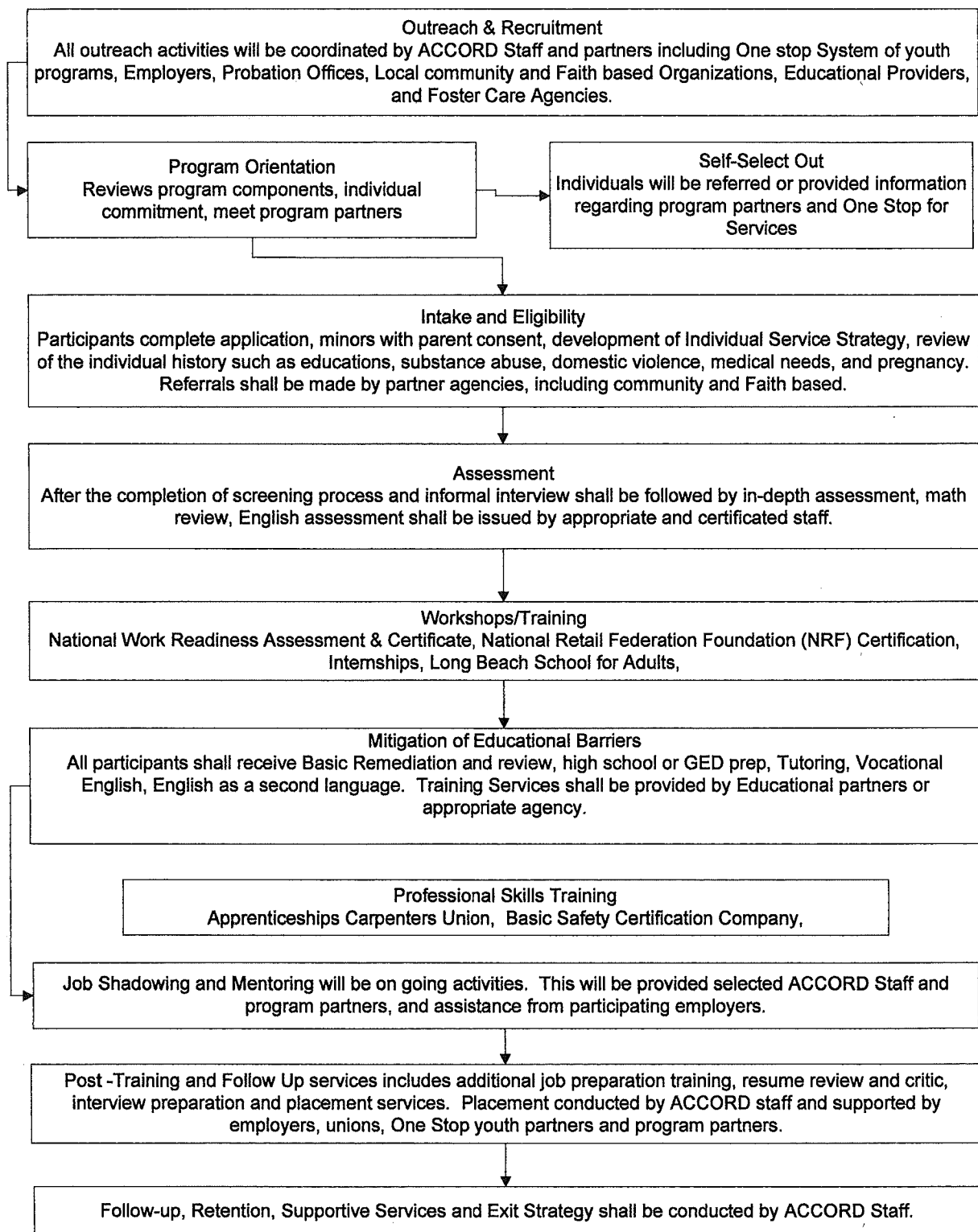
**Section 3: Cost Proposal: Description: Cost and Budget Discussion**

# Referral Process

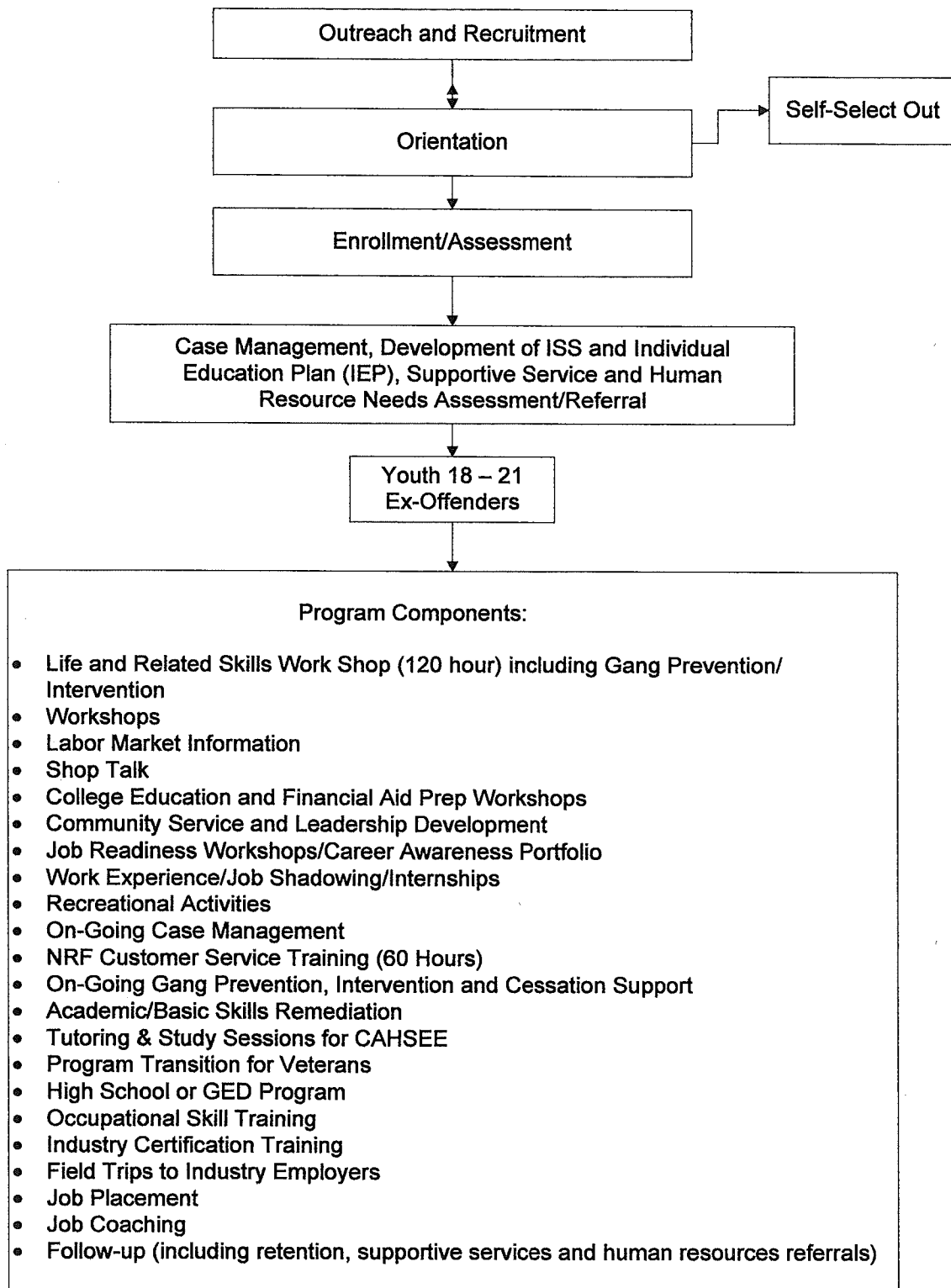
Attachment #1



## Participant Flow Chart



## Chart of Activities



## Project Timeline Work Plan

Applicant Name: ACCORD

| Objectives/Activities   | Estimated Dates                                       |
|---|---|
| ACCORD service staff will be oriented to new grant, performance measures, processing of applications, eligibility, customer satisfaction surveys, etc.  | April 2012  |
| Initial Partner Meeting to Discuss Grant implementation and how the grant will be coordinated with current programming and partners to deliver seamless delivery. Recruitment strategies will be worked on with existing collaborative partners including One-Stop Centers, educational providers, community and faith-based organizations, labor unions and employers. | April 2012  |
| Set schedule for quarterly partner meetings   | April 2012  |
| Create marketing materials with partner and employer input  | April – May 2012                                      |
| Outreach, Recruitment and Orientation of participants by all Partner agencies coordinated with ACCORD staff   | Mid-April and on-going                                |
| Conduct region-wide marketing campaign  | April/May and on-going                                |
| Begin conducting collaborative orientations   | April and on-going through June 2013                  |
| Begin conducting assessments and enrollment of target population; provide co-enrollment into other programs for non-duplicative services when appropriate   | May 2012 and on-going                                 |
| Work individually with participants to create Individual Employment Plan (IEP)  | May 2012 and on-going                                 |
| Provide supportive services including human services referrals as needed and identified on IEP  | May 2012 and on-going                                 |
| Begin and coordinate with educational providers referrals for basic skills remediation and GED prep   | May 2012 and on-going                                 |
| Provide Work shop series including but not limited to Financial Management; Time Management and Goal Setting; Career Path and Labor Market; and Job Readiness (resume development, understanding how to complete apprenticeship application, interviewing techniques)   | Begin late May 2012 and on-going                      |
| Provide Gang Intervention, Pregnant and Parenting, Healthy Life Styles Workshops  | Begin mid-May 2012 and ongoing through end of project |
| Begin National Retail Federation Foundation Training for Customer Service Certification   | June 2012 with classes beginning of each quarter      |
| Begin higher education workshops  | Mid-June 2012 and on-going                            |
| Initiate membership opportunities at YMCA for Recreational Activities; Create recreational schedule with Torrez-Martinez  | July 2012 and on-going throughout program             |
| Paid/unpaid work experience, job shadowing, internships with CMIC, Employers and Partners   | July and on-going throughout program                  |
| Occupational skills training in high growth industries  | Begin June and on-going throughout program            |

|  |   |
|--|---|
| Cultivate feedback from partners and target population to ensure project is meeting needs and modify strategy as appropriate   | Mid-June and every quarter throughout program                     |
| Outreach to Employers and Labor Unions   | On-going  |
| Begin "Employer Breakfasts" – to inform employers and labor unions of the program and get input on curriculum being taught, solicit for work experience sites, job opportunities and network with our collaborative partners | Begin June and once a quarter throughout program                  |
| Survey employers for employee and union training needs, job opportunities, work experience sites. Cultivate feedback from participating employers to ensure training is meeting their needs and modify as appropriate.       | Once a quarter and throughout program                             |
| Participate in regional job fairs for recruitment and assist participants in preparing for job search at fair  | On-going  |
| Mentoring, peer-to-peer mentoring  | Begin Mid June 2012 and on-going throughout program and as needed |
| Job Shadowing/Job Coaching   | Begin July 2012 and on-going throughout program                   |
| Post- training Follow-up includes additional job preparedness and resume and interviewing skills review. Placement by ACCORD, Unions, Employer, One-Stops, Partners  | Begin August/September 2012 and on-going throughout program       |
| Follow-up, Retention, & Supportive Services – ACCORD staff, Probation Department other partner staff when applicable   | Begin August/September 2012 and on-going throughout program       |

## **ACCORD/Community First Cost Proposal**

### Staffing/Salary Breakdown

Case Manager (Full-time) will be the central point of contact for the participant. Will provide outreach and recruitment, initial eligibility, intake and assessment as well as work with the participant to develop an Individual Service Strategy/Plan as well as realistic short term and long term goals. The Case Manager will provide life skills workshops including financial management, job development, conflict resolution and time management and goal setting. Will monitor progress of all participants throughout the program through follow-up and retention, \$45,000 per year

Fringe Benefits- The Fringe benefits will include Medical, Dental, Worker Comp, UI and run around 22% of salary costs. \$9,800

Outreach and Recruitment - Having coordinated numerous youth program, ACCORD is fully knowledgeable in effective outreach and recruitment, ensuring the selection of eligible participants is suitable and would benefit from the program. Given the target population, effective means of reaching out to out of school older youth with an emphasis on youth offenders and foster youth is essential to success. To ensure this success, special emphasis will be placed on working with both the Los Angeles County Departments of Children & Family Services and Probation. Staff will provide presentations on the program to probation officers, children's services case managers and others with direct contact with youth offenders and foster youth. Establishing direct contact with staff at this level has proven among the most effective means of establishing the rapport necessary to initiate effective referrals and establish common case management processes. In order to reach additional youth, outreach efforts will also include a wide array of marketing strategies to entice, excite participants, and explain the opportunities that come with program participation. Staff will coordinate these strategies with our partners including the Career Transition Center (area One-Stop); Youth Opportunities Center; Department of Public Social Services; Long Beach Unified School District and Adult School; Long Beach City College, City of Long Beach Health Department; Centro Community Hispanic Association; and numerous other community and faith based organizations. Fliers and other printed matter will be distributed throughout the community including local job and resource fairs, grocery stores, Laundromats, local cafes, community colleges, recreation centers, homeless shelters and other identified places where kids hang out. Program information will also be posted on the ACCORD website. To make certain materials are effective in reaching the diverse population of the area, outreach materials will be available in English and Spanish languages. Youth interested in participating in the program will have the opportunity to attend an orientation, highlighting project expectations, objectives,



eligibility process, program suitability and required commitment. Interested youth will be required to participate in a one-on-one interview that will confirm their understanding of project and required commitments and suitability.

Training, Materials and Supplies- This will include books, pens, pencils, notebooks and other related school supplies; copy paper and copying of education materials for 40 participants Castle Worldwide- Providing National Retail Federation, Customer Service Certifications for 40 participants Industry Recognized Certifications - This will include OSHA Hazwoper 10 and fork-lift certifications \$11,200

Incentives, (Program and Performance) -This can be used to provide performance incentives for achieving established performance goals. Our program incentive is traditionally used to encourage participation and continued progress as the participant successfully complete one or more components of a program This will be used to address areas of completion of tutoring activities, good/improved attendance and behavior. A program incentive could include a gift certificate, t-shirts, filed trip or other items Accord determines to be motivating to youth- All will be properly tracked and documented for the case file.\$8,000

Operation Costs The operating costs consists of professional financial bookkeeping, a portion of staff rent and utilities, insurance-liability, some copying for program needs, postage, and payroll fees-\$15,000

Supportive Services- This will include on a case-by-case basis, as needed , linkages to community services, assistance with transportation, assistance with child car and dependent care, assistance with housing, referral to medical services, assistance with uniform or other appropriate work attire and related work tools, including items like eyeglasses and protective eye wear- \$8,000

\$100,000 Total

40 participants with a \$2,500 cost per participant.

\$2500 per participant = 190 Hours = \$13.15 per hour for the following:

Intensive, focused and structured training and hands-on training, client services including case management (throughout the term of the contract); job development, follow-up and retention, supportive services and incentives; nationally recognized industry certifications (portable); MIS input/data collection; and other related program, administrative and fiscal services.

15 participants per class, for quality control purposes, will equal \$37,500 per class based on the above paragraph.

Leveraged Resources include the following:

- Executive Director (25% Time) – estimated value is \$17,000 plus fringe
- Personal Hygiene Products for all participants includes shampoo, conditioner, body gel, body powder, body cream, deodorant, hair spray, mousse, and other related products for all 40 participants – estimated value is \$3,500
- Clothing for participants and their families – estimated value is \$2,000
- Toys and clothing for participants children – estimated value is \$1,500
- School/Book bags – estimated value is \$800
- Snack Food (provided during workshop sessions) estimated value is \$1,000
- Volunteer Tutors and Mentors (approximately 4 –6 will participate)
- Employer facilitated resume workshops (approximately 3)
  
- Donations are made by World Vision; UWUA Local 132; ACCORD Board and Advisory Board; cash donations made to ACCORD through active fund raising activities. Total estimated value - \$25,800

**BUDGET DETAIL**  
**AGENCY: Accord- Community First**

| <b>IN-DIRECT/ADMINISTRATIVE COST (10% CAP)</b> |                   |              | <b>Budget<br/>Total</b> |
|--|-------------------|--------------|-------------------------|
|  | <b>PERCENTAGE</b> |              | <b>Total</b>            |
|  |                   |              |                         |
|  |                   | <b>TOTAL</b> | <b>-</b>                |

| <b>SALARIES &amp; WAGES</b>     |                      |                  |                  |
|---------------------------------|----------------------|------------------|------------------|
| <b>Position Title/Hr.Salary</b> | <b>No. of Months</b> | <b>% of Time</b> | <b>Total</b>     |
| Case Manager                    | \$ 12.00             | 100%             | 45,000.00        |
|                                 |                      |                  |                  |
|                                 |                      | <b>TOTAL</b>     | <b>45,000.00</b> |

| <b>FRINGE BENEFITS</b>     |               |                         |                 |
|----------------------------|---------------|-------------------------|-----------------|
| <b>Description</b>         | <b>% Rate</b> | <b>Rate Applied to:</b> | <b>Total</b>    |
| <b>POSTION A</b>           |               |                         |                 |
| FICA                       | 7.65          |                         | 3,600.00        |
| Workmen's Compensation     | 3.28          |                         | 1,475.00        |
| Health & Welfare Insurance | 3.5           |                         | 1,575.00        |
| Retirement or Pension      | 3.5           |                         | 1,575.00        |
| Other SUI                  | 3.5           |                         | 1,575.00        |
|                            |               |                         |                 |
| <b>POSITION B</b>          |               |                         |                 |
| FICA                       |               |                         |                 |
| Workmen's Compensation     |               |                         |                 |
| Health & Welfare Insurance |               |                         |                 |
| Retirement or Pension      |               |                         |                 |
| Other SUI                  |               |                         |                 |
|                            |               |                         |                 |
|                            |               | <b>TOTAL</b>            | <b>9,800.00</b> |

| <b>TRAINING MATERIALS &amp; SUPPLIES</b> |  |                       |                  |
|--|--|-----------------------|------------------|
| <b>Description</b>                       |  | <b>Quantity/Price</b> | <b>Total</b>     |
| Workbooks and Supplies                   |  | 40@\$60.00            | 2,400.00         |
| Training                                 |  | 40@ \$220.00          | 8,800.00         |
|  |  |                       |                  |
|  |  | <b>TOTAL</b>          | <b>11,200.00</b> |

| <b>OPERATING COSTS</b>   |  |                       |                  |
|--------------------------|--|-----------------------|------------------|
| <b>Description</b>       |  | <b>Quantity/Price</b> | <b>Total</b>     |
| Rent and Utiiliites      |  |                       | 6,000.00         |
| Prof Bookeeping Service  |  |                       | 5,500.00         |
| Insurance Liability      |  |                       | 1,400.00         |
| Postage and payroll fees |  |                       | 2,100.00         |
|                          |  |                       |                  |
|                          |  | <b>TOTAL</b>          | <b>15,000.00</b> |

**BUDGET DETAIL**  
**AGENCY: Accord- Community First**

**PROGRAM - OTHER**

| Description |  | Quantity/Price | Total    |
|-------------|--|----------------|----------|
|             |  |                |          |
|             |  |                |          |
|             |  |                |          |
|             |  | <b>TOTAL</b>   | <b>-</b> |

**PARTICIPANT RELATED EXPENSE**

**INCENTIVES**

(See PGWIN Policy Memorandum  
WDB-20 for details)

| Description                   |                           | Quantity/Price | Total            |
|-------------------------------|---------------------------|----------------|------------------|
| <b>Performance Incentives</b> | \$300 max per participant | TBD            | 6,000.00         |
| <b>Program Incentives</b>     | \$250 max per participant | TBD            | 5,000.00         |
|                               |                           | <b>TOTAL</b>   | <b>11,000.00</b> |

**SUPPORTIVE SERVICES**

| Description               |  | Quantity/Price | Total           |
|---------------------------|--|----------------|-----------------|
| Transportaion Assistance  |  | 40@\$100.00    | 4,000.00        |
| Tutoring and College fees |  | 40@\$100       | 4,000.00        |
|                           |  |                |                 |
|                           |  |                |                 |
|                           |  | <b>TOTAL</b>   | <b>8,000.00</b> |

|                    |                      |
|--------------------|----------------------|
| <b>GRAND TOTAL</b> | <b>\$ 100,000.00</b> |
|--------------------|----------------------|

**MATCH CONTRIBUTION**

| Description |  | Quantity/Price | Total            |
|-------------|--|----------------|------------------|
| In-Kind     |  |                |                  |
| Description |  |                | 17,000.00        |
| Cash        |  |                | 8,800.00         |
| Description |  |                |                  |
|             |  |                |                  |
|             |  | <b>TOTAL</b>   | <b>25,800.00</b> |



## ATTACHMENT C - AGENCY EXPERIENCE VERIFICATION FORM

*This Section to be completed by RFQ Applicant:*

|  |  |
|--|--|
| A. Applicant Lead Agency Name: Accord, Community First   |  |
| B. Funding Source Name: PGWIN Youth Academy  | C. Contact Person and Telephone No.: Rebecca Vance-Freeland 562-570-4725 |
| D. Contract Period: 6/2010 to 6/2012   | E. Types of Funds: WIA Title 1 Out-Of-School                             |
| F. Amount Received: \$300,000  | G. Amount Spent: \$210,000   |
| H. Contract Activities: Occupational and Work Readiness skills. Post-Secondary Education and Employment outcomes | I. Years Working with this Funding Source<br>5                           |

*This Section to be completed by RFQ Applicant's Funding Source:*

| J. Administrative Experience |  | YES | NO |
|------------------------------|--|-----|----|
| 1.                           | Has the agency shown the capability to successfully administer grant funds and meet contracted goals? (If "No," provide comments in section M)       |     |    |
| 2.                           | Has the agency successfully resolved performance problems in a timely manner? (If "No," provide comments in section M)                               |     |    |
| 3.                           | Has the agency consistently submitted complete and accurate records and reports in a timely manner? (If "No," provide comments in section M)         |     |    |
| 4.                           | Have there been any findings of irregularities regarding the agency, its officers, its Board of Directors? (If "Yes," provide comments in section M) |     |    |
| 5.                           | Has the agency had costs questioned by an audit or monitoring review? (If "Yes," provide comments in section M)                                      |     |    |
| 6.                           | Does the agency have unresolved disallowed costs? (If "Yes," provide comments in section M)  |     |    |

| K. Probation Sanction |   | YES | NO |
|-----------------------|---|-----|----|
| 1.                    | Has the Applicant/Lead Agency been placed on probation in any program it has administered through your funding source? (If "Yes," provide comments in section M)                          |     |    |
| 2.                    | Has the Applicant/Lead Agency been sanctioned or had program funds de-obligated in any program it has administered through your funding source? (If "Yes," provide comments in section M) |     |    |

*List performance measures that have been utilized either by the funding source or in-house to measure the success of applicant's services or program.*

| L. Performance Measures<br>(e.g. Entered Employment Rate) | Benchmark Performance Level<br>(e.g. 60% after exit) | Agency Performance Level<br>(Actual Agency Performance Level) |
|---|--|---|
|   |  |   |
|   |  |   |
|   |  |   |

**ATTACHMENT C continued - AGENCY EXPERIENCE VERIFICATION FORM**

Comments (Attach additional pages if needed):

**AUTHORIZATION OF VERIFICATION REPORT:**

\_\_\_\_\_  
Authorized Signature of Agency Verifying Report

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Signatory Verifying Report

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail Address

**RFQ APPLICANT'S AUTHORIZATION TO RELEASE INFORMATION:**

On behalf of my organization, I am authorizing the funding agency named on line B to release the information requested on this AGENCY EXPERIENCE VERIFICATION FORM and any other information that will aid the Pacific Gateway Workforce Investment Network in evaluating our demonstrated ability in providing workforce related services. All information so released will become part of a public document, subject to review and inspection by the public at the City's discretion, in accordance with the Public Records Act.

*[Handwritten Signature]*

\_\_\_\_\_  
Authorized Signature of Respondent/Agency

*3/30/12*

\_\_\_\_\_  
Date

*Larry T. Upton*

\_\_\_\_\_  
Name of Authorized Signatory

*BOARD CHAIR*

\_\_\_\_\_  
Title

*562-901-3081*

\_\_\_\_\_  
Telephone Number

*562-901-3082*

\_\_\_\_\_  
Fax Number

*MANAGEMENT @  
ACCOUNTS NOW, OLG*

\_\_\_\_\_  
E-mail Address





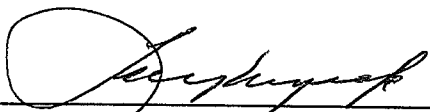


ATTACHMENT E - DEBARMENT CERTIFICATIONS

Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions Certification

This certification is required by regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.210, Participants' responsibilities.

1. The prospective recipient of Federal assistance funds certifies, by submission of proposal, 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 prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



Signature of Authorized Representative

Executive Director

Title of Authorized Representative

Accord Community First  
Agency

3/30/12

Date

**ATTACHMENT G continued - LOBBYING CERTIFICATION, SF-LLL INSTRUCTIONS**

**INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBY ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether sub-grantee 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 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 terms that apply for both the initial filing and material change reports. 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 activity is and/or has been secured to influence the outcome of a covered Federal 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 sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1<sup>st</sup> tier. Sub-awards include but are not limited to subcontracts, sub-grants, and contract awards under grants.
5. If the organization filing the report in item 4 check "sub-awardee," 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 3). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number of grants, cooperative agreements, loans and loan commitment.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 3 (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., "RFD-DE-90-001."

(continued)

**ATTACHMENT F continued - LOBBYING CERTIFICATION, SF-LLL INSTRUCTIONS**

**INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBY ACTIVITIES**

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 prime 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 other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detail 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 or 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 and print his/her name, title, and telephone number.

## ATTACHMENT F continued - LOBBYING CERTIFICATION, SF-LLL Form

### DISCLOSURE OF LOBBYING ACTIVITIES

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

|  |   |   |
|--|---|---|
| <b>1. Type of Federal Action</b><br>a. Contract<br>b. Grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance | <b>2. Status of Federal Action</b><br>a. bid/offer/application<br>b. initial award<br>c. post-award | <b>3. Report Type:</b><br>a. initial filing<br>b. material change<br><b>For Material Change Only:</b><br>Year _____ quarter<br><br>Date of last report<br>_____ |
|--|---|---|

|   |   |
|---|---|
| <b>4. Name and Address of Reporting Entity:</b><br>Prime<br>Subawardee<br>Tier _____, if<br>known:<br><br>Congressional District, if known: | <b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b><br><br>Congressional District, if known: |
| <b>6. Federal Department/Agency</b>   | <b>7. Federal Program Name/Description:</b><br><br>CFDA Number, if applicable:  |
| <b>8. Federal Action Number, if known:</b>  | <b>9. Award Amount, if known:</b><br>\$   |
| <b>10 a. Name and Address of Lobbying Entity</b><br>(if individual, last name, first name, MI):   | <b>10b. Individual Performing Services</b> (include address if different from No. 10a.)<br>(last name, first name, MI):           |
| (Attach Continuation Sheet(s) SF-LLL-A, if necessary)   |   |
| <b>11. Amount of Payment</b> (check all that apply):<br>\$ N/A      actual      \$<br>planned   | <b>13. Type of Payment</b> (check all that apply):<br>a. Retainer<br>b. one-time fee<br>c. commission                             |

|  |   |
|--|---|
| <b>12. Form of Payment (check all that apply):</b><br>a. cash<br>b. in-kind; specify: nature<br>_____<br><div style="text-align: right;">value</div>   | d. contingent fee<br>e. deferred<br>other; specify: _____   |
| <b>14. Brief 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 in Item 11:</b><br><br><div style="text-align: right;">(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</div>   |   |
| <b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <div style="float: right; text-align: right;"> <span style="margin-right: 50px;">Yes</span> <span>No</span> </div>   |   |
| 16. Information requested through this form is 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 semi-annually and will be available for public inspection. Any 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: _____<br>Print Name: <u>Larry J. Wyse</u><br>Title: <u>Executive Director</u><br>Telephone No.: <u>( 562) 901-3081</u> |

ATTACHMENT F
DRUG FREE WORKPLACE CERTIFICATION

DRUG FREE WORKPLACE CERTIFICATION

LEGAL NAME OF AGENCY: Accord Community Fest

The agency named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named agency will:

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

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the agency to the above-described certification. I am full aware that this Certification executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Official's Name: Larry J. Llyoda

Date Executed: 8/30/12 Executed in County of: Los Angeles

Signature: [Handwritten Signature]

Title: Board Chair / Exec. Director

Federal I.D. Number: 20-5559246

ATTACHMENT G - LOBBYING CERTIFICATION

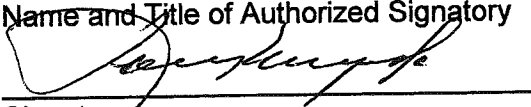
FEDERAL CERTIFICATION REGARDING LOBBYING

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 persons 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, 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. All sub-recipients of subcontracts, sub-grants, and contracts under grants, loans, cooperative agreements 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 prerequisite for making or entering into this transaction imposed by Section, 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty for not less than \$10,000 and not more than \$100,000 for each such failure.

Larry Uyeda  
 Name and Title of Authorized Signatory  
  
 Signature

Executive Director  
 Title  
3/30/12  
 Date




ATTACHMENT H  
STATEMENT OF NON-COLLUSION

STATEMENT OF NON-COLLUSION

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer.

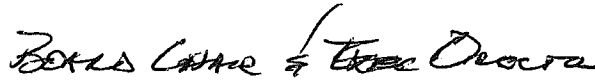
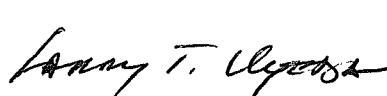
In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.



Authorized Signature



Date



Print Name & Title



## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

|  |  |   |
|--|--|---|
| Print or type<br>See Specific Instructions on page 2.    | Name (as shown on your income tax return)<br><b>ACCORD Community First</b>   |   |
|  | Business name/disregarded entity name, if different from above   |   |
|  | Check appropriate box for federal tax classification (required):<br><input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><input type="checkbox"/> Other (see instructions) ▶ _____ |   |
|  | <input type="checkbox"/> Exempt payee  |   |
|  | Address (number, street, and apt. or suite no.)<br><b>400 Oceangate, Suite 510</b>   | Requester's name and address (optional) |
| City, state, and ZIP code<br><b>Long Beach, CA 90802</b> |  |   |
| List account number(s) here (optional)                   |  |   |

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| Social security number         |   |   |   |   |   |   |   |   |
|--------------------------------|---|---|---|---|---|---|---|---|
|                                |   |   |   |   |   |   |   |   |
| Employer identification number |   |   |   |   |   |   |   |   |
| 2                              | 0 | - | 5 | 5 | 5 | 9 | 2 | 4 |

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**      Signature of U.S. person ▶

Date ▶ **March 29, 2012**

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

## ATTACHMENT J EQUAL BENEFITS ORDINANCE DISCLOSURE

### EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, membership and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

## EQUAL BENEFITS ORDINANCE DISCLOSURE FORM – cont'd.

### Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: Harry T. Myers Title: Edwin Corne  
Exec. Director

Signature: [Handwritten Signature] Date: 2/20/12

Business Entity Name: Accord Consulting Firm



OFFICERS AND BOARD OF DIRECTORS  
2012

OFFICERS -

1. LARRY UYEDA, BOARD CHAIRMAN & EXECUTIVE DIRECTOR
2. LYNN ADKINS, BOARD VICE CHAIRMAN
3. DAVID ZANATTA, BOARD SECRETARY
4. STEPHEN HALL, BOARD TREASURER

BOARD MEMBERS -

1. BRIAN TOCHI
2. LARRY MATSUI
3. ERIC MIDDLETON (Deceased)

ADVISORY BOARD MEMBERS -

1. KAN MORIMOTO
2. BARRY SEDLIK
3. MICHAEL ENOMOTO
4. SHERRILL MARQUARDT

revd 7/6/12

Exhibit C

CITY OF LONG BEACH  
DEPARTMENT OF HUMAN RESOURCES  
PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK

PROJECT BUDGET

Agency Information:

Name: ACCORD INC.

Address: 400 OCEANGATE, SUITE 510, LONG BEACH, 90802  
Street City Zip Code

Telephone Number: 562-901-3081

Fax Number: 562-901-3082

Email Address: uyeda@accordnow.org or larryuyeda@jcaresources.com

Contact Person: LARRY UYEDA (Fiscal Staff)

Federal ID: 20-5559246

Agency Approval: \_\_\_\_\_ (Signature of Approving Agency Represent)

Agreement Information:

Budget Period: 6-29-12 through 6-30-13 Contract No. \_\_\_\_\_

Effective Date: 6/29/2012 CFDA No. \_\_\_\_\_

Funding Source: WIA YOUTH

Project Name: YOUTH ACADEMY PROJECT PY2012-2013

|   |                      |
|---|----------------------|
| City of LB/ Pacific Gateway Workforce Investment Network      |                      |
| Fiscal Approval: <u><i>Sandra M. Dellars</i></u><br>Signature | Date: <u>7/23/12</u> |
| Print Name: <u>Sandra M. Dellars</u>                          |                      |

## BUDGET DETAIL

AGENCY: \_\_\_\_\_

| IN-DIRECT/ADMINISTRATIVE COST (10% CAP) |            |              | Budget<br>Total |
|---|------------|--------------|-----------------|
|   | PERCENTAGE |              | Total           |
| NONE - N/A                              |            |              |                 |
|   |            |              |                 |
|   |            | <b>TOTAL</b> | -               |

| SALARIES & WAGES         |               |              |                  |
|--------------------------|---------------|--------------|------------------|
| Position Title/Hr.Salary | No. of Months | % of Time    | Total            |
| CASE MANAGER             |               | 100%         | 42,000.00        |
|                          |               |              |                  |
|                          |               |              |                  |
|                          |               | <b>TOTAL</b> | <b>42,000.00</b> |

| FRINGE BENEFITS            |        |                  |                 |
|----------------------------|--------|------------------|-----------------|
| Description                | % Rate | Rate Applied to: | Total           |
| <b>POSTION A</b>           |        |                  |                 |
| FICA                       |        |                  | 2,604.00        |
| Workmen's Compensation     |        |                  | 600.00          |
| Health & Welfare Insurance |        |                  | 5,637.12        |
| Retirement or Pension      |        |                  |                 |
| Other SUI                  |        |                  | 300.00          |
|                            |        |                  |                 |
| <b>POSITION B</b>          |        |                  |                 |
| FICA                       |        |                  |                 |
| Workmen's Compensation     |        |                  |                 |
| Health & Welfare Insurance |        |                  |                 |
| Retirement or Pension      |        |                  |                 |
| Other SUI                  |        |                  |                 |
|                            |        |                  |                 |
|                            |        | <b>TOTAL</b>     | <b>9,141.12</b> |

| TRAINING MATERIALS & SUPPLIES |  |                |                  |
|-------------------------------|--|----------------|------------------|
| Description                   |  | Quantity/Price | Total            |
| Participant supplies          |  |                | 3,000.00         |
| Training                      |  |                | 9,000.00         |
|                               |  |                |                  |
|                               |  | <b>TOTAL</b>   | <b>12,000.00</b> |

| OPERATING COSTS                |  |                |                  |
|--------------------------------|--|----------------|------------------|
| Description                    |  | Quantity/Price | Total            |
| Acctg/tax/fiscal reports/audit |  |                | 9,000.00         |
| Rent/parking                   |  |                | 10,500.00        |
| PR processing                  |  |                | 650.00           |
| Insurance (gen. liab, D&O)     |  |                | 900.00           |
| Phone, internet                |  |                | 2,400.00         |
| Other                          |  |                | 908.88           |
|                                |  | <b>TOTAL</b>   | <b>24,358.88</b> |

**BUDGET DETAIL**

**AGENCY:** \_\_\_\_\_

**PROGRAM - OTHER**

| Description                    | Quantity/Price | Total           |
|--------------------------------|----------------|-----------------|
| Travel (parking, mileage, etc) |                | 1,000.00        |
|                                |                |                 |
|                                |                |                 |
|                                |                |                 |
|                                | <b>TOTAL</b>   | <b>1,000.00</b> |

**PARTICIPANT RELATED EXPENSE**

**INCENTIVES**

(See PGWIN Policy Memorandum  
WDB-20 for details)

| Description            | Quantity/Price                   | Total           |
|------------------------|----------------------------------|-----------------|
| Performance Incentives | \$300 max per participant<br>TBD | 3,000.00        |
| Program Incentives     | \$250 max per participant<br>TBD | 2,000.00        |
|                        | <b>TOTAL</b>                     | <b>5,000.00</b> |

**SUPPORTIVE SERVICES**

| Description                    | Quantity/Price | Total           |
|--------------------------------|----------------|-----------------|
| Transportation                 |                | 6,000.00        |
| Other - job/Interview clothing |                | 500.00          |
|                                |                |                 |
|                                |                |                 |
|                                | <b>TOTAL</b>   | <b>6,500.00</b> |

|                    |                      |
|--------------------|----------------------|
| <b>GRAND TOTAL</b> | <b>\$ 100,000.00</b> |
|--------------------|----------------------|

**MATCH CONTRIBUTION**

| Description | Quantity/Price | Total            |
|-------------|----------------|------------------|
| In-Kind     |                |                  |
| Description |                | 7,500.00         |
| Cash        |                |                  |
| Description |                | 2,500.00         |
|             |                |                  |
|             | <b>TOTAL</b>   | <b>10,000.00</b> |

**BUDGET INFORMATION**

AGENCY: \_\_\_\_\_

**SECTION A - Budget Summary by Categories**

| Acct.No.                  | Budget Category               | Budget               |
|---------------------------|-------------------------------|----------------------|
| 118                       | Indirect Costs/Administrative |                      |
| 201                       | Staff Salaries                | 42,000.00            |
| 202                       | Fringe Benefits               | 9,141.12             |
| 203                       | Training Materials & Supplies | 12,000.00            |
| 204                       | Operating Costs               | 24,358.88            |
| 205                       | Program - Other               | 1,000.00             |
| PARTICIPANT RELATED COSTS |                               |                      |
| 301                       | Incentives                    | 5,000.00             |
| 302                       | Support Services              | 6,500.00             |
| <b>TOTALS</b>             |                               | <b>\$ 100,000.00</b> |

**Section B - Cost Sharing/Match Summary (if appropriate)**

| Acct. No. | Budget Category         |          |
|-----------|-------------------------|----------|
|           | In-Kind Contribution    | 7,500.00 |
|           | Cash Match Contribution | 2,500.00 |
| Note:     |                         |          |
|           |                         |          |
|           |                         |          |
|           |                         |          |



**A-CCORD INC.**  
**(“ACCORD”)**  
**Policy - Operating Costs &**  
**Allocation of Costs**

**Effective Date – June 18, 2012**

## **Purpose/General Statements**

The purpose of this policy is to summarize, in writing, the methods and procedures that ACCORD will follow regarding its operating costs and allocation of costs to various programs, grants, contracts and agreements. ACCORD will use its best efforts to separate costs so each program will be charged directly with the appropriate supporting documents and approvals.

OMB Circular A-122, "Cost Principles for Non-Profit Organizations", establishes the principles for determining costs of grants, contracts and other agreements with the Federal Government. ACCORD's Cost Allocation Plan is based on the Direct Allocation method described in OMB Circular A-122. The Direct Allocation Method treats all costs as direct costs except general administration and general expenses. Direct costs are those costs that can be identified specifically with a particular final cost objective of a funding source.

Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective; these are costs related to the general administration and operation of the organization including supervision, accounting, maintenance of ACCORD as a legally, financially, and administratively sound organization. Indirect costs benefit all projects undertaken by ACCORD and include wages and fringe benefits of certain administrative staff (i.e., the executive director, accounting/personnel, insurance board of directors costs, contract services for lawyers, auditors, etc., assisting ACCORD as a whole and certain other personnel supportive costs described specifically below.

## **General**

The general policy regarding the approval of ACCORD's operating costs and the allocating of approved costs to particular grants and contracts is as follows:

- A. Prior to the committing of any costs, approvals must be obtained from ACCORD's board chair (Larry T. Uyeda) and/or board appointed individual; this approval will be subject to ACCORD's operating budgets in general and requirements as specified by each program.
- B. All allowable direct costs are charged directly to programs, grants, activity, etc.
- C. Allowable direct costs that can be identified to more than one program are prorated individually as direct costs using a base most appropriate to the particular cost being prorated.
- D. All other allowable general and administrative costs (costs that benefit all programs and cannot be identified to a specific program) are allocated to programs, grants, etc. using a base that results in an equitable distribution.

## COMMITMENT AND ALLOCATION OF COSTS

The following information summarizes the procedures that will be used by ACCORD beginning June 18, 2012:

- A. **Compensation for Personal Services** - Documented with timesheets showing time distribution for all employees and allocated based on time spent on each program or grant. Salaries and wages are charged directly to the program for which work has been done. Costs that benefit more than one program will be allocated to those programs based on the ratio of each program's salaries to the total of such salaries (see Example 1). Costs that benefit all programs will be allocated based on the ratio of each program's salaries to total salaries (see example 2). Individuals that are dedicated to a specific program will have individual payroll sheets/journals supporting the specific payroll period.
1. **Hiring practices** – All personnel hiring will be reviewed and approved by ACCORD's board chair (Larry T. Uyeda) and/or it's appointed board member. All appropriate reviews and background checks will be conducted. To the extent possible, personnel will be hired on a program-by-program basis so each program's requirements can be met by the hiring of an appropriately qualified individual. In this manner, program costs can be readily identified and charged directly to a specific program.
  2. **Administrative** – This includes the executive director, accounting/personnel, and director of operations who charge some time directly to funding sources based upon time logs. Unless the specific grants allow the reimbursement of ACCORD's administrative costs, such costs will not be charged/allocated. If allowed and budgets set for such costs, these costs will be allocated based upon time sheets; supporting documents will include time sheets and payroll information supporting an hourly rate; the charges will be approved by the Executive Director and/or ACCORD's Board chair.
  3. **Program Staff** – Personnel will charge hours directly to specific programs or funding sources based on time/activity logs.
  4. **Fringe benefits include all non-monetary compensation received by ACCORD employees (SUI, FICA, SDI, FUI, Medicare, Medical/Health Benefits, Vacation leave, Sick Leave, Juror Duty, Holidays, and Worker's Compensation)** are allocated in the same manner as salaries and wages. Health insurance, dental insurance, life & disability, payroll

processing costs or other employee related service costs, and other fringe benefits are also allocated in the same manner as salaries and wages.

- a. **Vacation** – Each full-time employee accrues 3.34 hours of vacation time each month for the 1<sup>st</sup> year; 6.67 hours per month for two subsequent years; part-time employees are not eligible for vacation time.
  - b. **Sick Leave** – Each full-time employee accrues 6.7 hours of sick leave each month worked; limited to 5 days per year which is not cumulative; part-time employees are not eligible to accrue sick leave.
  - c. **Holidays** – Each salaried employee accrues 9 days per year of federal holidays.
  - d. **Overtime** – Overtime pay for non-salaried employees is 1.5 days times the employee's current rate and is charged directly to the specific funding source/program based on time/activity logs.
  - e. **Salary/wage increase** – When approved/granted, an adjustment will be made to the vacation, sick and holiday accrual pool. This adjustment will be based on the activity of the month in which the increase occurs.
- B. **Travel** – Requests for travel will be submitted and approved by ACCORD's board chair (Larry T. Uyeda). Costs will be allocated based on purpose of travel. All travel costs (local and out-of-town) are charged directly to the program for which the travel was incurred. Travel costs that benefit more than one program will be allocated to those programs based on the ratio of each program's salaries to the total of such salaries (see Example 1). Travel costs that benefit all programs will be allocated based on the ratio of each program's salaries to total salaries (see Example 2).
1. Travel for the executive director, board officers, operations management staff are charged either directly to the respective funding sources/grant/program based on time activity logs.
  2. Travel for program staff is charged directly to the respective funding source or program based on time/activity logs.
- C. **Professional Services Costs** (such as consultants, attorneys, accounting and auditing services) – To the extent possible, all such costs will be specific and invoiced separately and directly to each program for services rendered. Separate agreements for each program will be obtained (to the extent possible and practical). In the event that a consultant service provides services that benefit more than one program, costs will be allocated to those programs based on the ratio of each program's personnel costs to the total of personnel costs (see Example 1). Costs that benefit all programs will be allocated based on the ratio of each program's personnel expenses to total personnel expenses (see Example 2).

All such agreements for services will comply with ACCORD's Policy re Procurement Procedures and Property Management (See Attached Policy) and the specific grant program requirements (if so stated).

- D. **Office Expense and Supplies** (including office supplies and postage) - Allocated

ACCORD Policy re Costs

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based on usage; expenses used for a specific program will be charged directly to that program. Postage expenses are charged directly to programs to the extent identifiable. Costs that benefit more than one program will be allocated to those programs based on the ratio of each program's personnel expenses to the total personnel costs (see Example 1). Costs that benefit all programs will be allocated based on the ratio of each program's personnel expenses to the total personnel expenses (see Example 2).

- E. **Equipment** – All equipment purchases require approval from ACCORD's board chair (Larry Uyeda) and/or a board appointed individual. ACCORD will capitalize and depreciate equipment when the initial acquisition cost exceeds \$3,500 and has a depreciable time period over 1 year. Items below \$3,500 are reflected in the supplies category and expensed in the current program year. Unless allowed by the awarding agency, equipment purchases are recovered through depreciation or amortization over the program's grant period. Depreciation costs for allowable equipment used solely by one program are charged directly to the program using the equipment. If more than one program uses the equipment, then an allocation of the depreciation costs will be based on the ratio of each program's personnel expenses to the total of such personnel expenses (see example 1). Costs that benefit all programs will be allocated based on the ratio of each program's personnel expenses to the total personnel expenses (see example 2).
- F. **Printing (including supplies, maintenance and repair)** - Expenses are charged directly to programs that benefit from the service. Costs that benefit more than one program will be allocated to those programs based on the ratio of each program's personnel expenses to the total of total personnel expenses (see example 1). Costs that benefit all programs will be allocated based on the ratio of each program's personnel expenses to the total personnel expenses (see example 2).
- G. **Insurance** - Insurance needed for a particular program is charged directly to the program requiring the coverage. Other insurance coverage that benefits all programs is allocated based on the ratio of each program's personnel expenses to total personnel expenses (see example 2). ACCORD will seek the best cost economics of insurance to include a one time payment as opposed to monthly payments (minimize financing costs, etc); such costs will be charged in the month incurred. If the grant period is less than the insurance policy's term of coverage, the costs will be calculated and charged over the specific grant's specified time period.
- H. **Telephone/Communications** - Long distance and local calls are charged to programs if readily identifiable. Other telephone or communications expenses that benefit more than one program will be allocated to those programs based on the ratio of each program's personnel expenses to the total of such personnel expenses (see example 1). Costs that benefit all programs will be allocated based on the ratio of each program's personnel expenses to the total personnel expenses (see example 2). Due to ACCORD's staff being required to be on-site and outside of the office, cell or

mobile phones will be necessary and issued upon approval of its Executive Director and/or Board Chair; such items will be identified to a specific program; if the individual is required on multiple programs, such costs will be allocated as per the above described method.

- I. **Facilities Expenses** – Prior to such commitments, all requests/agreements must be approved by ACCORD’s board chair (Larry Uyeda). Rental costs will be allocated based upon usable square footage. The ratio of total square footage used by all personnel to total square footage is calculated. Facilities costs related to general and administrative activities are allocated to program based on the ratio of program square footage to total square footage (see example 5). Parking costs will either be charged directly to a particular program based upon the specific assigned personnel; allocations if necessary will be performed based on program costs (Example 3).
- J. **Training/Conferences/Seminars** – All requests must first be approved by ACCORD’s board chair (Larry Uyeda) and submitted with a budget or estimate of costs to be incurred. Costs for approved travel/conferences will be allocated to the program benefiting from the training, conferences or seminars. Costs that benefit more than one program will be allocated to those programs based on the ratio of each program’s salaries to the total of such salaries (see Example 1). Costs that benefit all programs will be allocated based on the ratio of each program’s salaries to total salaries (see Example 2).
- K. **Other Costs (including dues, licenses, fees, taxes, financing costs, board of directors costs, etc.)** - Other joint costs will be allocated on a basis determined to be appropriate to the particular costs.
- L. **Unallowable Costs** – Costs that are unallowable in accordance with OMB Circular A-122, including alcoholic beverages, bad debts, advertising (other than help-want ads), contributions, entertainment, fines and penalties. Lobbying and fundraising costs are also unallowable.

## Examples of Allocation Methodology

### Example 1

Expense Amount = \$5,000

Costs that benefit two or more specific programs, but not all programs, are allocated to those programs based on the ratio of each program's personnel costs (salaries & applicable benefits) to the total of such personnel costs, as follows:

| Grant | Personnel Costs | %    | Amount Allocated |
|-------|-----------------|------|------------------|
| A     | \$ 20,000       | 20%  | \$1,000          |
| C     | \$ 30,000       | 30%  | \$1,500          |
| E     | \$ 50,000       | 50%  | \$2,500          |
|       |                 |      |                  |
| Total | \$100,000       | 100% | \$5,000          |

### Example 2

Expense Amount = \$10,000

Costs that benefit **all** programs are allocated based on a ratio of each program's personnel costs (salaries & applicable benefits) to total personnel costs as follows:

| Grant | Personnel Costs | %    | Amount Allocated |
|-------|-----------------|------|------------------|
| A     | \$ 20,000       | 13%  | \$1,300          |
| B     | \$ 10,000       | 7%   | \$ 700           |
| C     | \$ 30,000       | 20%  | \$2,000          |
| D     | \$ 40,000       | 27%  | \$2,700          |
| E     | \$ 50,000       | 33%  | \$3,300          |
|       |                 |      |                  |
| Total | \$150,000       | 100% | \$10,000         |

Example 3

Expense Amount = \$8,000

Costs that benefit all programs will be allocated based on a ratio of each program's salaries to total salaries as follows:

| <b>Grant</b> | <b>Program Expenses</b> | <b>%</b>    | <b>Amount Allocated</b> |
|--------------|-------------------------|-------------|-------------------------|
| A            | \$ 120,000              | 18%         | \$1,440                 |
| B            | \$ 110,000              | 17%         | \$1,360                 |
| C            | \$ 130,000              | 20%         | \$1,600                 |
| D            | \$ 140,000              | 22%         | \$1,760                 |
| E            | \$ 150,000              | 23%         | \$1,840                 |
|              |                         |             |                         |
| <b>Total</b> | <b>\$650,000</b>        | <b>100%</b> | <b>\$8,000</b>          |

Example 4

Facilities Expense Amount = \$10,000

Facilities costs are allocated based on square footage. Square footage for each program and general and administrative activity is considered in the analysis. General and administrative facilities costs are further allocated to each program based on the square footage of each grant program to the total square footage of all grant programs. The calculation is as follows:

| <b>Grant</b> | <b>Square Footage</b> | <b>%</b>    | <b>Amount Allocated</b> | <b>G&amp;A Allocated</b> | <b>Total Amount Allocated</b> |
|--------------|-----------------------|-------------|-------------------------|--------------------------|-------------------------------|
| A            | 300                   | 30%         | \$ 3,000                | \$ 340                   | \$ 3,340                      |
| B            | 100                   | 10%         | \$ 1,000                | \$ 110                   | \$ 1,110                      |
| C            | 200                   | 20%         | \$ 2,000                | \$ 220                   | \$ 2,220                      |
| D            | 200                   | 20%         | \$ 2,000                | \$ 220                   | \$ 2,220                      |
| E            | 100                   | 10%         | \$ 1,000                | \$ 110                   | \$ 1,110                      |
| G&A          | 100                   | 10%         | \$ 1,000                | 0                        | 0                             |
|              |                       |             |                         |                          |                               |
| <b>Total</b> | <b>1,000</b>          | <b>100%</b> | <b>\$10,000</b>         | <b>\$1,000</b>           | <b>\$10,000</b>               |



**EXHIBIT D**

**WIA YOUTH ACADEMY PROJECT 2012-2013**

Subcontractor: A-CCORD Inc. (ACCORD Community First) Total youth to be served: 40  
 Program Name: ACCORD's Next Step Youth Program Region 1  Region 2

| I. Enrollments  | Jun/Jul 12 | Aug12 | Sep12 | Oct 12 | Nov 12 | Dec 12 | Jan 13 | Feb 13 | Mar 13 | Apr 13 | May 13 | Jun 13 |
|---|------------|-------|-------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| New participants per month  |            |       |       | 10     | 10     | 10     |        | 5      | 5      |        |        |        |
| <b>II. Performance Outcomes</b>   |            |       |       |        |        |        |        |        |        |        |        |        |
| 1. Basic Skills Attainment (85% of Goals Set)   |            |       |       |        |        | 5      |        | 8      | 8      | 6      | 5      |        |
| 2. National Work Readiness Skills Credential (85%)  |            |       |       |        |        |        |        | 5      | 10     | 14     | 5      |        |
| 3. Completion of Occupational Skills Training (85%)   |            |       |       |        |        |        |        | 5      | 10     | 14     | 5      |        |
| 4. Industry-Recognized Certificate (90%)  |            |       |       |        |        |        |        | 5      | 10     | 16     | 5      |        |
| 5. Exit Outcomes (75%)  |            |       |       |        |        |        |        | 5      | 10     | 10     | 5      |        |
| <b>Program Services</b>   |            |       |       |        |        |        |        |        |        |        |        |        |
| Program Services<br>1 Outreach and Recruitment<br>2 Certification and Enrollment<br>3 Skill Attainment Assessment<br>4 Skill Attainment Post Assessment (Up to 1 year from enrollment)<br>5 Workreadiness - National Work Readiness Cred.<br>6 Occupational Skills Training - Certificate of Completion |            |       |       |        |        |        |        |        |        |        |        |        |
| Basic Skills Assessmt 30 days after Enrollment Clock Begins (Date Set)  |            |       |       |        |        |        |        |        |        |        |        |        |

REV. RVF 7/10/12

| III. Exit   | Exit Quarter |       |       | Exit Quarter       |        |        | Exit Quarter       |        |        | Exit Quarter       |        |        |
|---|--------------|-------|-------|--------------------|--------|--------|--------------------|--------|--------|--------------------|--------|--------|
|   | Jun/Jul 12   | Aug12 | Sep12 | Oct 12             | Nov 12 | Dec 12 | Jan 13             | Feb 13 | Mar 13 | Apr 13             | May 13 | Jun 13 |
| 1. Exits  |              |       |       |                    |        |        |                    | 5      | 10     | 15                 | 10     |        |
| <b>IV. Exit Outcomes (75% Total Placement Category)</b>   |              |       |       |                    |        |        |                    |        |        |                    |        |        |
| 1. Employment   |              |       |       |                    |        |        |                    | 2      | 5      | 5                  | 3      |        |
| 2. Post Secondary Education   |              |       |       |                    |        |        |                    | 3      | 5      | 5                  | 2      |        |
| 3. Advanced Skills Training   |              |       |       |                    |        |        |                    |        |        |                    |        |        |
| 4. Military   |              |       |       |                    |        |        |                    |        |        |                    |        |        |
| <b>V. Follow Up (1st qtr after exit)</b>  |              |       |       |                    |        |        |                    |        |        |                    |        |        |
| 1. Employment   |              |       |       |                    |        |        |                    |        |        |                    | 4      | 8      |
| 2. Post Secondary Education   |              |       |       |                    |        |        |                    |        |        |                    | 4      | 8      |
| 3. Advanced Skills Training   |              |       |       |                    |        |        |                    |        |        |                    |        |        |
| 4. Occupational Skills Training   |              |       |       |                    |        |        |                    |        |        |                    |        |        |
| 5. Military   |              |       |       |                    |        |        |                    |        |        |                    |        |        |
| <b>Exit at Any Time During Program Year</b>   |              |       |       |                    |        |        |                    |        |        |                    |        |        |
| Completion of Program Services  |              |       |       |                    |        |        |                    |        |        |                    |        |        |
| Basic Skills Attainment on or prior to Exit, whichever comes first.                             |              |       |       |                    |        |        |                    |        |        |                    |        |        |
| 1st Qtr Follow-up *Employment, Post Secondary, Military or Advanced Training                    |              |       |       | 1st Qtr After Exit |        |        | 2nd Qtr After Exit |        |        | 3rd Qtr After Exit |        |        |
| 3rd Quarter Follow Up Period State Measures   |              |       |       |                    |        |        | 1st Qtr After Exit |        |        | 2nd Qtr After Exit |        |        |
| * Industry Recognized Certificate<br>* Employment, Post Secondary, Military or Advance Training |              |       |       |                    |        |        |                    |        |        | 1st Qtr After Exit |        |        |

VI. Projected Expenditure Summary by Month

| 1ST QTR   |          |          |           |           |  | 2ND QTR  |          |          |           |            |  |
|-----------|----------|----------|-----------|-----------|--|----------|----------|----------|-----------|------------|--|
| JULY      | AUGUST   | SEPT.    | QTR       | YTD       |  | OCT      | NOV      | DEC      | QTR       | YTD        |  |
| \$ 6,750  | \$ 6,850 | \$ 6,850 | \$ 20,450 | \$ 20,450 |  | \$ 7,550 | \$ 7,550 | \$ 9,000 | \$ 24,100 | \$ 44,550  |  |
| 3RD QTR   |          |          |           |           |  | 4TH QTR  |          |          |           |            |  |
| JAN       | FEB      | MARCH    | QTR       | YTD       |  | APRIL    | MAY      | JUNE     | QTR       | Total      |  |
| \$ 14,150 | \$ 8,700 | \$ 9,550 | \$ 32,400 | \$ 76,950 |  | \$ 7,950 | \$ 8,050 | \$ 7,050 | \$ 23,050 | \$ 100,000 |  |