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CONTRACT

36000

THIS CONTRACT ("Contract") is made and entered into, in duplicate, effective as of June 22, 2021, for reference purposes only, pursuant to Resolution No. RES-21-0042, adopted by the City Council of the City of Long Beach at its meeting held on May 11, 2021, by and between LONG BEACH MEMORIAL MEDICAL CENTER, a California nonprofit corporation ("Contractor"), with offices located at 2801 Atlantic Avenue, Long Beach, California 90806, and the CITY OF LONG BEACH, a municipal corporation ("City") and administering entity for Pacific Gateway Workforce Innovation Network.

WHEREAS, 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

WHEREAS, Congress reauthorized the Workforce Investment Act of 1998 on July 22, 2014 as the "Workforce Investment and Opportunity Act (WIOA)" to provide workforce innovation activities, through statewide and local workforce innovation systems such as Pacific Gateway Workforce Innovation Network (PGWIN), administered by the City of Long Beach; and

WHEREAS, the Application was approved by the State and a Workforce Investment Act/Workforce Innovation and Opportunity 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/Workforce Innovation and Opportunity Act Master Subgrant Agreement which has been designated as CFDA Nos. 17.278, 17.259, 17.277, and 17.258 (collectively the "Prime Contract"); and

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

4 WHEREAS, City is willing to utilize Contractor to provide training and
5 employment services to program participants;

6 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
7 conditions in this Agreement, the parties agree as follows:

8 1. DOCUMENT INCORPORATION.

9 A. The following documents are attached hereto as exhibits and
10 incorporated herein and made a part hereof by this reference as if fully set forth:

11 i. The Prime Contract, Exhibit "A", and any extension or
12 continuation thereof or any grant agreement which is the successor thereto
13 which authorizes a training and employment program for the economically
14 disadvantaged, unemployed and underemployed persons, and the
15 documents incorporated therein and attachments thereto, including the
16 assurances and certifications made by the State to the City.

17 ii. Contractor's program description, statement of work
18 performed, Contractor's operation plan for participants, program conditions
19 and standards for Contractor's performance under this Contract (collectively,
20 the "Statement of Work") attached hereto as Exhibit "B".

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

24 C. Contractor hereby agrees to assume full responsibility for the
25 performance of the operation, coordination and administration of such program
26 pursuant to all the terms and conditions of the exhibits to the extent that said
27 documents are applicable to the delivery of services by Contractor hereunder; and
28 the parties hereto agree to perform all duties, obligations and tasks to be performed

1 by each party under the Contract Documents.

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

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

8 2. TERM.

9 A. The term of this Contract ("Term") shall be deemed to have
10 commenced as of January 1, 2021, and unless sooner terminated pursuant to the
11 provisions hereof, shall terminate on December 31, 2021. Either of the parties
12 hereto shall have the right to terminate this Contract in its entirety at any time during
13 the Term for any or no reason whatsoever by giving fifteen (15) days prior written
14 notice of termination to the other party. City shall have the additional right to cancel
15 any part of this Contract at any time during the Term for any reason whatsoever by
16 giving fifteen (15) days' notice of such cancellation to the Contractor.

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

26 3. AWARD UNDER SPECIAL CONDITIONS. The City may award a
27 contract under special conditions if it determines the Contractor as "high risk" under the
28 following categories:

1 A. (1) A history of unsatisfactory performance, or (2) Is not
2 financially stable, or (3) Has a management system which does not meet the
3 management standards, or (4) Has not conformed to terms and conditions of
4 previous awards, or (5) Is otherwise not responsible; and if the City determines that
5 an award will be made, special conditions and/or restrictions shall correspond to the
6 high risk condition and shall be included in the award.

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

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

20 4. PERFORMANCE REVIEW.

21 A. After each quarter during the Term, the City will conduct a
22 review of Contractor's performance by comparing the Contractor's planned
23 performance and/or contract earning levels with the actual performance and
24 contract earning levels achieved by Contractor. If the Contractor is ten percent
25 (10%) or more below their planned total at the end of the first quarter or any quarter
26 thereafter, the City has the right to unilaterally cancel the contract or de-obligate
27 funds up to the amount of the under expenditure or underperformance.
28 Alternatively, upon review and approval of the City, Contractor may be allowed to

1 submit a corrective action plan demonstrating that program performance is
2 attainable and expenditure levels can be met. At the discretion of the City,
3 Contractor may be allowed to continue program services.

4 B. Underperformance at the end of the second quarter or any
5 quarter thereafter, shall permit the City to unilaterally cancel this Contract or, in the
6 alternative and at the sole discretion of the City, deobligate funds from this Contract
7 up to the amount of the underexpenditures.

8 5. CONTRACT AMOUNT AND PAYMENT.

9 A. The total amount which shall be payable by City to Contractor
10 for Contractor's allowable services during the Term shall not exceed Two Hundred
11 Thousand Dollars (\$200,000).

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

18 C. Payment to the Contractor shall be limited to the amounts
19 specified in Exhibit "B" for the categories, criteria and rates established in said
20 Exhibit. The allocation of the total contract amount among the items in the Budget
21 may vary by as much as ten percent (10%) without the approval by Workforce
22 Innovation Board's Executive Director ("Executive Director"). Additionally,
23 Contractor may, with the prior written approval of the Executive Director or his
24 designee, make adjustments within and among the categories of expenditures in
25 the Budget in excess of ten percent (10%), and modify the performance to be
26 rendered hereunder as provided in Exhibit "B"; provided, however, that any such
27 adjustment in expenditures shall not result in an increase in the amount of the total
28 contract. The agent or representative of Contractor who signs as the maker of

1 checks or drafts or in any manner authorizes the disbursement of said funds or
2 expenditure of same shall be covered by a blanket fidelity or comprehensive crime
3 bond regarding the handling of said funds in an amount set out in Section 13,
4 paragraph E of this Contract.

5 D. Contractor shall not charge nor receive compensation under
6 this Contract for any services or expenses unless said services or expenses are
7 directly and exclusively related to the purposes of this Contract, and provided that
8 payment is not also received by Contractor from some other source for said services
9 or expenses.

10 E. Disbursement of funds received from the State shall be under
11 the direction of the City Manager or his designee and shall be in accordance with
12 the provisions of this Contract and made pursuant to the Prime Contract and any
13 additional procedures, regulations and reporting requirements which are
14 established by the City that do not conflict with applicable procedures, regulations
15 and reporting requirements of the State.

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

24 G. Public or private non-profit contractor revenues in excess of
25 costs are considered program income or profits in accordance with Code of Federal
26 Regulations definition of "Income" pursuant to 29 CFR 97.32(2). When authorized,
27 program income may be added to the funds committed to the grant agreement. The
28 program income shall be used for the purposes and under the conditions of the grant

1 agreement or as amended unless the Governor of the State of California requires
2 that such income be turned over to the State.

3 6. RECORDS.

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

10 B. Contractor shall provide access to all documents and materials
11 related to this Contract and shall provide any information that the City, or its
12 designee requires in order to monitor and evaluate Contractor's performance
13 hereunder. All such records shall be maintained and accessible for a period of
14 seven (7) years from the expiration or earlier termination of this Contract.

15 7. FINANCIAL REPORTS.

16 A. Contractor shall promptly distribute to the City Manager or his
17 designee copies of all correspondence including, but not limited to, financial,
18 operational and performance reports which Contractor submits to or receives from
19 the State. Contractor shall provide such other reports, documents or information as
20 may be requested or required by the City or the State within three (3) days of written
21 request. Upon expiration or earlier termination of this Contract, and within the time
22 and in the manner prescribed by the City, the Contractor shall perform all necessary
23 close-out procedures required by the State and the City, including preparation of
24 close-out reports and transmittal to the City of all documents in the possession of
25 Contractor which relate to the Conduct of the Program, within the time and in the
26 manner prescribed by the City. Final payment to the Contractor under this Contract
27 will be paid only after the City has determined that Contractor has satisfactorily
28 completed said close-out procedures.

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

8 8. ACCOUNTING PROCEDURES.

9 A. On a monthly basis, commencing on the last day of the month
10 next succeeding the Effective Date of this Contract, the Contractor will submit an
11 invoice with supporting documentation for payment based upon the cost categories
12 in Exhibit "B". These invoices will be due by the tenth (10th) working day after the
13 end of each month. Contractor shall complete the monthly payment requests in the
14 format required by the City.

15 B. The Contractor will establish separate account numbers within
16 its accounting system to account for the expenditures and revenues of this Contract.
17 The Contractor's accounting system will be in compliance with all applicable
18 procedures and Federal and State authorities having jurisdiction over this Contract,
19 and shall be consistent with the fiscal and accounting procedures, including accruals
20 set forth herein. Without limiting the generality of the foregoing, the Contractor shall
21 adhere to the following fiscal and accounting procedures:

22 i. Maintain a bank account and perform monthly bank
23 reconciliations.

24 (a) Deposit all receipts in the bank account promptly
25 and intact.

26 (b) Do not pay any expense directly out of cash
27 receipts.

28 (c) Maintain bank validated copies for every deposit

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slip in chronological order. Each deposit slip should include sufficient detail to explain the source of the funds being deposited. (This may be done by recording the details on the deposit slip or by attached supporting documentation which may have been received with the receipts).

(d) Disburse all funds by check, preferably signed or approved electronically by two (2) employees, neither of whom is the bookkeeper or the accounting clerk.

ii. Designate specific employees to perform each of the following functions:

(a) Receipt for goods and services provided to Contractor.

(b) Approve the purchase of goods and services for Contractor.

(c) Approve employee time sheets.

(d) Each above function shall be designated to a different employee.

iii. Maintain documented support for every check written which should include:

(a) Original invoice from each vendor.

(b) 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.

(c) 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

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Contractor.

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

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

(a) Bank statements and bank reconciliations.

(b) Deposit slips and supports.

(c) Checks and supports.

(d) Time sheets or documentation to verify

Contractor's labor costs.

(e) Cash receipts and cash disbursement journals.

(f) Requests for reimbursement and supports.

(g) Financial statements.

(h) Maintain and file all required tax and personnel

reports with appropriate agencies.

vi. 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.

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

9. INDEPENDENT CONTRACTOR STATUS. It is distinctly understood that in the performance of this Contract, the Contractor shall at all times be considered a wholly independent contractor and that Contractor's obligations to and authority from the City are solely as are preserved by this Contract. Contractor expressly warrants that it will not, at any time, hold itself out or in any manner represent that Contractor or any of its

1 agents, volunteers, subscribers, members, officers or employees are in any manner the
2 officers, employees or agents of the City or the Pacific Gateway Workforce Innovation
3 Network (Network), an unincorporated non-profit association. Contractor shall not have
4 any authority to bind the City or Network at any time or for any purpose. Contractor nor
5 any of Contractor's officers, employees or agents shall have any power or authority as
6 agents or employees of the City or Network and shall not be entitled to any of the rights,
7 privileges or benefits of a City or Network employee.

8 10. ASSIGNMENT AND SUBCONTRACTING. This Agreement
9 contemplates the personal services of Contractor and Contractor's employees, and the
10 parties acknowledge that a substantial inducement to City for entering this Agreement was
11 and is the professional reputation and competence of Contractor and Contractor's
12 employees. Contractor shall not assign its rights or delegate its duties under this
13 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
14 of City, except that Contractor may with the prior approval of the City Manager of City,
15 assign any moneys due or to become due the Contractor under this Agreement. Any
16 attempted assignment or delegation shall be void, and any assignee or delegate shall
17 acquire no right or interest by reason of an attempted assignment or delegation.
18 Furthermore, Contractor shall not subcontract any portion of its performance without the
19 prior approval of the City Manager or designee, or substitute an approved subconsultant
20 or contractor without approval prior to the substitution. Nothing stated in this Section shall
21 prevent Contractor from employing as many employees as Contractor deems necessary
22 for performance of this Agreement.

23 11. INDEMNITY.

24 A. Contractor shall indemnify, protect and hold harmless City, its
25 Boards, Commissions, and their officials, employees and agents ("Indemnified
26 Parties"), from and against any and all liability, claims, demands, damage, loss,
27 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
28 costs and expenses, including attorneys' fees, court costs, expert and witness fees,

1 and other costs and fees of litigation, arising or alleged to have arisen, in whole or
2 in part, out of or in connection with (1) Contractor's breach or failure to comply with
3 any of its obligations contained in this Agreement, including any obligations arising
4 from the Project's compliance with or failure to comply with applicable laws, including all
5 applicable federal and state labor requirements including, without limitation, the
6 requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful acts,
7 errors, omissions or misrepresentations committed by Contractor, its officers,
8 employees, agents, subcontractors, or anyone under Contractor's control, in the
9 performance of work or services under this Agreement (collectively "Claims" or
10 individually "Claim").

11 B. In addition to Contractor's duty to indemnify, Contractor shall
12 have a separate and wholly independent duty to defend Indemnified Parties at
13 Contractor's expense by legal counsel approved by City, from and against all
14 Claims, and shall continue this defense until the Claims are resolved, whether by
15 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
16 breach, or the like on the part of Contractor shall be required for the duty to defend
17 to arise. City shall notify Contractor of any Claim, shall tender the defense of the
18 Claim to Contractor, and shall assist Contractor, as may be reasonably requested,
19 in the defense.

20 C. If a court of competent jurisdiction determines that a Claim was
21 caused by the sole negligence or willful misconduct of Indemnified Parties,
22 Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the
23 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
24 percentage of willful misconduct attributed by the court to the Indemnified Parties.

25 D. The provisions of this Section shall survive the expiration or
26 termination of this Agreement.

27 12. EMPLOYMENT TRAINING ACT CLAUSES. Contractor shall
28 administer contract within the policies and procedures mandated by the Workforce

1 Investment Act of 1998, subsequently reauthorized as Workforce Investment and
2 Opportunity Act, and the Network and agrees to comply with the following contract clauses,
3 as applicable, during the duration of the contract period:

4 A. Compliance with requirements and/or regulations related to
5 patent rights, copyrights, and rights in data;

6 B. Maintenance of records for 7 years;

7 C. The Equal Employment Opportunity Act provisions;

8 D. The Americans with Disabilities Act of 1990;

9 E. The Contract Work Hours and Safety Standards Act;

10 F. The Clean Air Act and Environmental Protection Agency
11 regulations;

12 G. The Energy Policy Conservation Act;

13 H. The Byrd Anti-Lobbying Amendment;

14 I. Veteran's Priority Provisions;

15 J. Whistle Blower Protection;

16 K. Buy American Requirements.

17 13. INSURANCE. Concurrent with the execution of this Contract by
18 Contractor, as a condition precedent to the effectiveness of this Contract, and in partial
19 performance of the obligations of indemnity assumed by Contractor under Section 11
20 above, Contractor shall procure and maintain during the Term at Contractor's expense:

21 A. Comprehensive General Liability in an amount not less than Two
22 Million Dollars (\$2,000,000.00) combined single limit for each occurrence or Four Million
23 Dollars (\$4,000,000.00) General Aggregate for bodily injury, personal injury and property
24 damage. The Indemnified Parties shall be covered as insureds in respect to liability arising
25 out of activities performed by or on behalf of the Contractor and coverage shall be in a form
26 acceptable to the Risk Manager of the City ("Risk Manager").

27 B. Automobile Liability in an amount not less than Five Hundred
28 Thousand Dollars (\$500,000.00) combined single limit per accident for bodily injury and

1 property damage covering owned, non-owned and hired vehicles.

2 C. Workers' Compensation as required by the Labor Code of the State of
3 California and Employers' Liability Insurance with limits of one Million Dollars
4 (\$1,000,000.00) per occurrence.

5 D. Accidental Medical, Death and Dismemberment Insurance for all
6 participants not entitled to workers' compensation benefits under the provisions of Section
7 3700 of the Labor Code of the State of California, unless this requirement has been waived
8 in writing by the Risk Manager. Said insurance shall have limits of not less than One
9 Hundred Thousand Dollars (\$100,000.00) Accident Medical and Twenty-Five Thousand
10 Dollars (\$25,000.00) Accidental Death and Dismemberment.

11 E. Blanket Honesty or Comprehensive Crime Bond in an amount of fifty
12 percent (50%) of sums payable under this Contract, or Twenty-Five Thousand Dollars
13 (\$25,000.00), whichever is higher, to safeguard the proper handling of funds by those
14 employee's agents or representatives of the Contractor who sign as the maker of checks
15 or drafts or in any manner authorize the disbursement or expenditure of said funds.

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

20 The insurance required hereunder shall be placed with carriers admitted to
21 write insurance in California, or carriers with a rating of or equivalent to A:VIII by A.M. Best
22 Company and may be subject to such self-insurance or deductible as may be approved by
23 the Risk Manager. Any Contractors which Contractor may use in the performance of
24 services under this Contract shall be required to maintain insurance in accordance with the
25 requirements here in Section 13.

26 Contractor shall furnish the City with certificates of insurance and with original
27 endorsements affecting coverage as required above. The certificates and endorsements
28 for each insurance policy shall be signed by a person authorized by that insurer to bind

1 coverage on its behalf. Policies written on a "claims made" basis shall provide for an
2 extended reporting period of not less than One Hundred Eighty (180) days. No claims
3 made policies shall be acceptable to City unless the City Manager determines that no
4 occurrence policy is available in the market for the particular risk being insured. Any
5 modification or waiver of the insurance requirements contained in this Contract shall only
6 be made with the written approval of the Risk Manager in accordance with established city
7 policy.

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

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

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

- 17 i. The dangers of drug abuse in the workplace,
18 ii. The person's or organization's policy of maintaining a
19 drug-free workplace;
20 iii. Any available counseling, rehabilitation and employee
21 assistance programs, and
22 iv. Penalties that may be imposed upon employees for drug
23 abuse violations.

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

- 26 i. Will receive a copy of Contractor's drug-free policy
27 statement, and
28 ii. Will agree to abide by the terms of Contractor's

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statement as a condition of employment on this Contract:

D. 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.

15. NONDISCRIMINATION.

A. In connection with performance of this Agreement and subject to applicable rules and regulations, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap, or disability. Contractor shall ensure that applicants are employed, and that employees are treated during their employment, without regard to these bases. These actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. It is the policy of 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 its use of subconsultants and contractors to the fullest extent consistent with the efficient performance of this Agreement. Contractor may rely on written representations by subconsultants and contractors regarding their status. Contractor shall report to City in May and in December or, in the case of short-term agreements, prior to invoicing for final payment, the names of all subconsultants and contractors hired 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).

16. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in

1 accordance with the provisions of the Ordinance, this Agreement is subject to the
2 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
3 Long Beach Municipal Code, as amended from time to time.

4 A. During the performance of this Agreement, the Contractor
5 certifies and represents that the Contractor will comply with the EBO. The
6 Contractor agrees to post the following statement in conspicuous places at its place
7 of business available to employees and applicants for employment:

8 "During the performance of a contract with the City of Long Beach, the
9 Contractor will provide equal benefits to employees with spouses and its employees
10 with domestic partners. Additional information about the City of Long Beach's Equal
11 Benefits Ordinance may be obtained from the City of Long Beach Business Services
12 Division at 562-570-6200."

13 B. The failure of the Contractor to comply with the EBO will be
14 deemed to be a material breach of the Agreement by the City.

15 C. If the Contractor fails to comply with the EBO, the City may
16 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or
17 to become due under the Agreement may be retained by the City. The City may
18 also pursue any and all other remedies at law or in equity for any breach.

19 D. Failure to comply with the EBO may be used as evidence
20 against the Contractor in actions taken pursuant to the provisions of Long Beach
21 Municipal Code 2.93 et seq., Contractor Responsibility.

22 E. If the City determines that the Contractor has set up or used its
23 contracting entity for the purpose of evading the intent of the EBO, the City may
24 terminate the Agreement on behalf of the City. Violation of this provision may be
25 used as evidence against the Contractor in actions taken pursuant to the provisions
26 of Long Beach Municipal Code section 2.93 et seq., Contractor Responsibility.

27 17. CONFIDENTIALITY.

28 A. Contractor shall keep confidential all financial, operations, and

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

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

16 18. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a
17 breach of confidentiality with respect to Data that:

18 A. Contractor demonstrates Contractor knew prior to the time City
19 disclosed it; or

20 B. Is or becomes publicly available without breach of this Contract
21 by Contractor; or

22 C. A third party who has a right to disclose such information does
23 so to Contractor without restrictions on further disclosure; or

24 D. Must be disclosed pursuant to subpoena, court order, state or
25 federal WIA rules and regulations, federal Department of Labor rules and
26 regulations, or the rules and regulations of any other governmental agency having
27 jurisdiction over WIA administration.

28 19. NOTICES. Any notice or approval required by this Agreement shall

1 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
2 postage prepaid, addressed to Consultant at the address first stated above, and to the City
3 at 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager with a
4 copy to the Pacific Gateway's Executive Director at 4811 Airport Plaza Drive, Long Beach
5 CA 90815. Notice of change of address shall be given in the same manner as stated for
6 other notices. Notice shall be deemed given on the date deposited in the mail or on the
7 date personal delivery is made, whichever occurs first.

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

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

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

21 23. CAPTIONS AND ORGANIZATION. The various headings and
22 numbers herein and the grouping of the provisions of this Contract into separate Sections,
23 paragraphs and clauses are for the purpose of convenience only and shall not be
24 considered a part hereof, and shall have no effect on the construction or interpretation of
25 any part of this contract.

26 24. TAX REPORTING. As required by federal and state law, City is
27 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.
28 Contractor shall be solely responsible for payment of all federal and state taxes resulting

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

1 from payments under this Agreement. Contractor shall submit Contractor's Employer
2 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not
3 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.
4 Contractor acknowledges and agrees that City has no obligation to pay Contractor until
5 Contractor provides one of these numbers.

6 25. AUTHORIZATION TO EXECUTE. Contractor warrants and affirms to
7 City that any and all persons signing this Contract are authorized and empowered to so
8 sign and that the execution of this Contract by such person or persons does bind Contractor
9 to all terms, covenants and conditions of this Contract.

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

LONG BEACH MEMORIAL MEDICAL
CENTER, a California nonprofit corporation

By [Signature]
Name ANTONIO GARCIA
Title CHIEF NURSING OFFICER

By _____, 2021
Name _____
Title _____

"Contractor"

CITY OF LONG BEACH, a municipal
corporation

By Sinda J. Jatum
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

"City"

This Contract is approved as to form on 8-3, 2021.

CHARLES PARKIN, City Attorney
By [Signature]
Deputy

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Lona Beach, CA 90802-4664

1 from payments under this Agreement. Contractor shall submit Contractor's Employer
2 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not
3 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.
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9 to all terms, covenants and conditions of this Contract.

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

13 LONG BEACH MEMORIAL MEDICAL
14 CENTER, a California nonprofit corporation

15 _____, 2021

14 By 
15 Name ANTONIO GARCIA
16 Title CHIEF NURSING OFFICER

17 _____, 2021

17 By _____
18 Name _____
19 Title _____

20 "Contractor"

21 CITY OF LONG BEACH, a municipal
22 corporation

23 _____, 2021

23 By _____
24 City Manager

25 "City"

26 This Contract is approved as to form on _____, 2021.

27 CHARLES PARKIN, City Attorney

28 By _____
Deputy

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Lona Beach, CA 90802-4664

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EXHIBIT "A"

WIOA SUBGRANT AGREEMENT

City of Long Beach, Pacific Gateway

SUBGRANT NO: AA111013
 MODIFICATION NO: New
 SUBRECIPIENT CODE: LBC
 UNIQUE ENTITY NO: 075295832
 INDIRECT COST RATE:

PASS-THROUGH ENTITY:
 State of California
 Employment Development Dept.
 Central Office Workforce
 Services Division
 P.O.Box 826880, MIC 69
 Sacramento, CA 94280-0001

SUBRECIPIENT: City of Long Beach, Pacific Gateway
 4811 Airport Plaza Drive, Suite 200
 LONG BEACH, CA 90815
GOVERNMENTAL ENTITY:
 Yes

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Pass-through Entity, and the **City of Long Beach, Pacific Gateway**, hereinafter the Subrecipient. The Subrecipient agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved Workforce Innovation and Opportunity Act (WIOA) Local Plan for the above named Pass-through Entity filed with the Pass-through Entity pursuant to the WIOA. 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
- General Provisions
- Youth Formula Rd 1

ALLOCATION(s) The Pass-through Entity agrees to reimburse the Subrecipient not to exceed the amount listed hereinafter 'TOTAL'	PRIOR AMOUNT INCREASE/DECREASE: TOTAL:	\$0.00 \$1,877,699.00 \$1,877,699.00
TERM OF AGREEMENT From:4/1/2020 To: 6/30/2022	Terms of Exhibits are as designated on each exhibit	
PURPOSE: To initiate Program Year (PY) 2020-21 WIOA Subgrant and incorporate WIOA Youth formula funding under grant code 301. Term of these funds is from 04/01/2020 - 06/30/2022.		
APPROVED FOR PASS-THROUGH ENTITY(EDD) (By Signature)	APPROVED FOR SUBRECIPIENT (By Signature)	
Name and Title JAIME GUTIERREZ CHIEF CENTRAL OFFICE WORKFORCE SERVICES DIVISION	Name and Title	
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		

Budget item: 7100 Fund: 0869 Budgetary Attachment: No
 Chapter: Statute: 2020 FY: 20/21

SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

SUBGRANT NO:AA111013
MODIFICATION NO:New

City of Long Beach, Pacific Gateway

I. Allocation

Funding Source	Prior Amount	Increase	Decrease	Adjusted Allocation
WIA/WIOA Formula				
96101 301 Youth Formula Rd 1 04/01/2020 to 06/30/2022 Prog/Element 61/90 Ref 101 Fed Catlg 17.259	\$0.00	\$1,877,699.00	\$0.00	\$1,877,699.00
Total WIA/WIOA Formula	\$0.00	\$1,877,699.00	\$0.00	\$1,877,699.00
Grand Total:	\$0.00	\$1,877,699.00	\$0.00	\$1,877,699.00

NARRATIVE

SUBGRANT NO:AA111013
MODIFICATION NO: 0

SUBRECIPIENT:City of Long Beach, Pacific Gateway
FAIN NO: AA-34757-20-55-A-6
FEDERAL AWARD DATE: 5/27/2020
FUNDING SOURCE: Youth Formula Rd 1 - 301

TERM OF THESE FUNDS: 04/01/2020 - 06/30/2022

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 Area's new Program Year (PY) 2020/21 Workforce Innovation and Opportunity Act (WIOA) Title I subgrant agreement and to incorporate WIOA Youth formula funding into Grant Code (GC) 301. The amount in GC 301 represents this Local Area's entire youth formula allocation for PY 2020/21. The term date for these funds is April 1, 2020 through June 30, 2022. FAIN AA-34757-20-55-A-6. The Local Area will operate the WIOA program in accordance with the approved Workforce Innovation and Opportunity Plan on file in the Central Office Workforce Services Division of the Employment Development Department, P.O. Box 826882, 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.

WIOA (2015)

WIOA SUBGRANT AGREEMENT

1. Compliance

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

- a. The provisions of the Workforce Innovation and Opportunity Act (WIOA), (29 U.S.C. §§ 3101- 3361 (2014), WIOA Final Regulations, and all legislation, regulations, 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 WIOA.
- c. Title 2, Code of Federal Regulations (C.F.R.) part 200 (Office of Management and Budget Guidance) [OMB Guidance].
- d. Title 2, C.F.R. Part 2900 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) [Uniform Requirements].
- e. The provisions of the Jobs for Veterans Act (Pub. L. No. 107-288) as the law applies to Department of Labor (DOL) job training programs.
- f. Subrecipient will ensure diligence in managing programs under this subgrant agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of WIOA.

2. Certifications, Assurances, Standards

Except as otherwise indicated, the Subrecipient agrees to comply with the certifications, assurances and standards set out in Exhibit A: Certifications and Assurances, Exhibit B: Intellectual Property Provisions and Exhibit C: Confidentiality Requirements. Failure to comply with all requirements of the certifications, assurances and standards may result in suspension of payment under this subgrant agreement or termination of this subgrant agreement or both, and the Subrecipient may be ineligible for award of future state subgrant agreements/contracts if the Pass-through Entity determines that any of the following has occurred:

- a. false information on the certifications, assurances and standards, or
- b. violation of the terms of the certifications, assurances and standards by failing to comply with the requirements noted in Exhibits A, B and C.

3. 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.

- a. This subgrant agreement is valid and enforceable only if
 - i. 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
 - ii. sufficient funds are made 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 Congress and Legislature which may affect the provisions, terms, or funding of this subgrant agreement in any manner.
- b. 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 Pass-through Entity, and no longer available to the Subrecipient.

- c. The Pass-through Entity 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 Subrecipient is given prompt notice and the opportunity for an informal review of the Pass-through Entity's decision. The EDD Chief Deputy Director or his/her 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 Subrecipient or a Subcontractor of the Subrecipient to comply with the provisions of this subgrant agreement, or with WIOA or other applicable regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.
- d. If applicable, the chief elected official (CEO) of a unit of general local government designated as a Local Workforce Development Area shall be liable to the Pass-through Entity for all funds not expended in accordance with WIOA, and shall return to the Pass-through Entity all of those funds. If there is more than one unit of general local government in a local area, 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 Pass-through Entity for all funds not expended in accordance with WIOA, and shall return to the Pass-through Entity all of those funds.

4. Insurance

- a. Except for city and county governmental entities, Subrecipients must provide the Pass-through Entity evidence of the coverage specified in paragraphs (i), (ii), (iii) and (iv) below. The evidence of coverage shall include the registration number of the subgrant agreement for identification purposes.
 - i. Subrecipient 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, Subrecipient will immediately notify the Pass-through Entity. In the event the bond is canceled or revised, the Pass-through Entity will make no further disbursements until it is assured that adequate coverage has been obtained.
 - ii. Subrecipient 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.
 - iii. Subrecipient will provide broad form automobile liability coverage with limits as set forth in (ii) above, which applies to both owned/leased and non-owned automobiles used by the Subrecipient or its agents in performance of this subgrant agreement. Or, in the event that the Subrecipient 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, Subrecipient will secure and maintain on file from all such employees, trainees or agents a self-certification of automobile insurance coverage.
 - iv. Subrecipient will provide workers' compensation insurance, which complies with provisions of the California Labor Code, covering all employees of the Subrecipient and all participants enrolled in work experience programs. Medical and Accident Insurance will be carried for those participants not qualifying as "employee" (§ 3350, et seq. of the California Labor Code) for workers' compensation.
 - v. The Pass-through Entity will be named as "Certificate Holder" of policies secured in compliance with paragraphs (i), (ii), (iii) and (iv) 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 paragraphs (iii) and (iv) 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 Subrecipient to: Employment Development Department, Central Office Workforce

Services Division 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. State of California is not responsible for payment of premiums or assessments on this policy.

vi. Subrecipient agrees that the liability insurance herein provided for shall be in effect at all times during the term of this subgrant agreement. In the event said insurance coverage expires at any time or times during the time of this contract, the Subrecipient agrees to provide, at least 30 days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the subgrant agreement or for a period of not less than one year. New certificates of insurance are subject to the approval of the Pass-through Entity, and the Subrecipient agrees that no work or services shall be performed prior to such approval. The Pass-through Entity may, in addition to any other remedies it may have, terminate this subgrant agreement should Subrecipient fail to comply with these provisions.

5. 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.

6. Procurement Standards

The Subrecipient must use the methods of procurement in accordance with 2 C.F.R. § 200.320.

7. Grievances and Complaint System

Subrecipient will establish and maintain a grievance and complaint procedure in compliance with the WIOA section 181, OMB Guidance, Uniform Requirements, federal regulations and state statutes, regulations and policy.

8. Remedies for Non-Compliance

If the Subrecipient fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Pass-through Entity may impose additional conditions, as described in 2 C.F.R. § 200.207, Specific conditions. If the Pass-through Entity determines that noncompliance cannot be remedied by imposing additional conditions, the Pass-through Entity may take one or more of the following actions listed in 2 C.F.R. § 200.338.

9. Disallowed Costs

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

10. 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 Pass-through Entity or the Subrecipient may request a termination, in whole or in part, for convenience. The Subrecipient will give a ninety (90) calendar-day advance notice in writing to the Pass-through Entity. The Pass-through Entity will give a ninety (90) calendar-day advance notice in writing to the Subrecipient.
- b. Termination for Cause - The Pass-through Entity may terminate this subgrant agreement in whole or in part when it has determined that the Subrecipient has substantially violated a specific provision of the WIOA, regulations, the Uniform Guidance or implementing state legislation and corrective action has not been taken.

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 Subrecipient will be addressed to:

Nick Schultz
Director / Administrator
City of Long Beach, Pacific Gateway
4811 Airport Plaza Drive, Suite 200
LONG BEACH, CA 90815

Notices to the Pass-through Entity will be addressed to:

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

11. Audit Requirements

- a. The Subrecipient 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 (single audit or program-specific audit requirement) of OMB Guidance, and Uniform Requirements.
- b. The Subrecipient and/or auditors performing monitoring or audits of the Subrecipient or its sub-contracting service providers will immediately report to the Pass-through Entity any incidents of fraud, abuse or other criminal activity in relation to this subgrant agreement, the WIOA, or its regulations.

12. Entire Agreement

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 Pass-through Entity and the Subrecipient. Subrecipient represents and warrants it is free to enter into and fully perform this subgrant agreement.

13. Unenforceable Position

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.

14. Accounting and Cash Management

- a. Subrecipient will comply with controls, record keeping and fund accounting procedure requirements of WIOA, federal and state regulations, and directives to ensure the proper disbursement of, and accounting for, program funds paid to the Subrecipient and disbursed by the Subrecipient, under this subgrant agreement.

- b. Subrecipient 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 Pass-through Entity. Failure to adhere to these provisions may result in suspending cash draw down privileges and providing funds through a reimbursement process.
- c. The Pass-through Entity retains the authority to adjust specific amounts of cash requested if the Pass-through Entity's records and subsequent verification with the Subrecipient indicate that the Subrecipient has an excessive amount of cash in its account.
- d. Income (including interest income) generated as a result of the receipt of WIOA activities, will be utilized in accordance with policy and procedures established by the Pass-through Entity. Subrecipient will account for any such generated income separately.
- e. Subrecipient shall not be required to maintain a separate bank account but shall separately account for WIOA funds on deposit. All funding under this subgrant agreement, will be made by check or wire transfer payable to the Subrecipient for deposit in Subrecipient'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 Subrecipient. The Pass-through Entity will have a lien upon any balance of WIOA funds in these accounts, which will take priority over all other liens or claims.

15. Amendments

This subgrant agreement may be unilaterally modified by the Pass-through Entity 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 Subrecipient's plan.
- c. Funds awarded to the Subrecipient have not been expended in accordance with the schedule included in the approved Subrecipient's plan. After consultation with the Subrecipient, the Pass-through Entity 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 Pass-through Entity.
- 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 Subrecipient's 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 approval of said amendment.

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

16. Reporting

Subrecipient will compile and submit reports of activities, expenditures, status of cash, and closeout information by the specified dates as prescribed by the Pass-through Entity. 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.

17. Records

- a. If participants are served under this subgrant agreement, the Subrecipient will establish a participant data system as prescribed by the Pass-through Entity.
- b. Subrecipient 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 Subrecipient will retain the records until the resolution of such litigation or

audit. Refer to OMB Guidance, Subpart D, Part 200.333-200.337.

- c. The Pass-through Entity and/or the DOL, or their designee (refer to OMB Guidance, section 200.336) 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 Subrecipient 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 Subrecipient 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. Subrecipient's performance under the terms and conditions herein specified will be subject to an evaluation by the Pass-through Entity of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

18. Subcontracting

- a. Any of the work or services specified in this subgrant agreement which will be performed by other than by the Subrecipient will be evidenced by a written agreement specifying the terms and conditions of such performance.
- b. The Subrecipient 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 ensuring accountability.
- c. The system for awarding contracts will contain safeguards to ensure that the Subrecipient does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

19. Conflicts

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

20. Indemnification

- a. The following provision applies only if the Subrecipient is a governmental entity:

Pursuant to California Government Code § 895.4, 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.

- b. The following provision applies only if the Subrecipient is a non-governmental entity:

The Subrecipient agrees to the extent permitted by law, to indemnify, defend and hold harmless the Pass-through Entity, its officers, agents and employees from any and all claims and 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 Subrecipient in the performance of this subgrant agreement.

21. Signatures

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

Contact information for the awarding official of the Pass-through Entity:

Name: Jaime Gutierrez
Title: Division Chief
Address: P.O. Box 826880, MIC 50
Sacramento, CA 94280-0001

Exhibit A

Certifications and Assurances

- a. Corporate Registration: The Subrecipient, if it is a corporation, certifies it is registered with the Secretary of the State of California.
- b. Americans with Disabilities Act (ADA): Subrecipient assures that it complies with the ADA of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. § 12101 et seq.)
- c. Sectarian Activities: The Subrecipient 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 certification Subrecipient certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Subrecipient within the immediately preceding two-year period because of Subrecipient's failure to comply with an order of a Federal court, which orders Subrecipient to comply with an order of the National Labor Relations Board. (Pub. Contract Code § 10296) (Not applicable to public entities.)
- e. Federal Funding Accountability and Transparency Act (FFATA): By signing this subgrant agreement, Subrecipient hereby assures and certifies to comply with the provisions of FFATA, which includes requirements on executive compensation, and requirements implementing FFATA at 2 C.F.R. part 25 and 2. C.F.R. part 170.
- f. Prior Findings: Subrecipient, by signing this subgrant agreement, certifies 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.
- g. Drug Free Workplace requirement: Subrecipient 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 to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
 3. Every employee who works on the proposed subgrant agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the subgrant agreement.
 4. Failure to comply with these requirements may result in suspension of payments under this subgrant agreement or termination of the subgrant agreement or both and Subrecipient may be ineligible for award of any future subgrant agreements if the Pass-through Entity determines that any of the following has occurred: the

Subrecipient has made false certification; or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 et seq.)

- h. Expatriate Corporations: Subrecipient hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code §§ 10286 and 10286.1, and is eligible to contract with the State of California.
- i. Priority Hiring considerations: If this subgrant agreement includes services in excess of \$200,000, the Subrecipient shall give priority consideration in filling vacancies in positions funded by the subgrant agreement to qualified recipients of aid under Welfare and Institutions Code § 11200 in accordance with Pub. Contract Code § 10353.
- j. Sweatfree Code of Conduct:
 - 1. All Subrecipients 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, materials, or supplies furnished to the state pursuant to this subgrant agreement 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 Subrecipient further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code § 6108.
 - 2. The Subrecipient agrees to cooperate fully in providing reasonable access to the Subrecipient's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (1).
- k. Child Support Compliance: For any Agreement in excess of \$100,000, the Subrecipient acknowledges in accordance with Public Contract Code § 7110, that:
 - 1. The Subrecipient recognizes the importance of child and family support obligations and shall fully comply with all 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 § 5200) of Part 5 of Division 9 of the Family Code; and
 - 2. The Subrecipient, 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 Hire Registry maintained by the Pass-through Entity.
- l. Air/Water Pollution violation certification: Under the State laws, the Subrecipient shall not be:
 - 1. in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
 - 2. subject to cease and desist order not subject to review issued pursuant to § 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
 - 3. finally determined to be in violation of provisions of federal law relating to air or water pollution.
- m. Clean Air Act: Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).
- n. Domestic Partners: For contracts over \$100,000 executed or amended after January 1, 2007, the Subrecipient certifies that it is in compliance with Public Contract Code

§ 10295.3.

o. Debarment and Suspension Certification: By signing this subgrant agreement, the Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that the Subrecipient will comply with regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension and OMB Guidance 2 CFR Part 180, that the prospective participant (i.e., Subrecipient), 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 judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in 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 Subrecipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

p. Lobbying Restrictions: By signing this subgrant agreement, the Subrecipient hereby assures and certifies to the lobbying restrictions in 2 C.F.R. §200.450, 29 CFR Part 93 and in the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352).

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, 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.

q. Nondiscrimination Clause:

1. As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the Subrecipient assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws

and will remain in compliance for the duration of the award of federal financial assistance:

- i. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status and gender identity), national origin (limited English proficiency), age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;
- ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Subrecipient also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the Subrecipient's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the Subrecipient makes to carry out the WIOA Title I-financially assisted program or activity. The Subrecipient understands that the United States has the right to seek judicial enforcement of this assurance.

- r. Avoidance of Conflict of Economic Interest: An executive or employee of the Subrecipient, 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 Subrecipient or Pass-through Entity. 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.

Exhibit B

Intellectual Property Provisions

Federal Funding

Pursuant to 2 CFR 200.315, in any subgrant funded in whole or in part by the federal government, Pass-through Entity acquires the title to intangible property, as defined in 2 CFR 200.59 as including Intellectual Property, which results directly or indirectly from the subgrant. The federal government shall have a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use the Intellectual Property for Federal purposes, and to authorize others to do so. Additionally, pursuant to 2 CFR 2900.13, Intellectual Property developed under this subgrant will be licensed under a Creative Commons Attribution license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and requires such users to attribute the work in the manner specified by the Pass-through Entity.

Exhibit C

Confidentiality Requirements

The State of California and the Subrecipient will exchange various kinds of information pursuant to this subgrant agreement. That information will include data, applications,

program files, and databases. 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 EDD, the California Department of Social Services, the California Department of Education, the California Department of Corrections and Rehabilitation, 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 and the Department of Alcohol and Drug Programs.

The Pass-through Entity and Subrecipient agree that:

- a. Each party shall keep all 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 Subrecipient 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.
 1. Aggregate Summaries: All reports and/or publications developed by the Subrecipient 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.
 2. Publication: Prior to publication, Subrecipient shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to California 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.
 3. 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 the public.
- e. The Subrecipient shall notify Pass-through Entity'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 Subrecipient shall cooperate with the Pass-through Entity in any investigation 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 Subrecipient learns of a breach in the security of the system which contains confidential data obtained under this Subgrant, then the Subrecipient must provide notification to individuals pursuant to California Civil Code Section 1798.82.

The Subrecipient shall be responsible for all costs incurred by the Pass-through Entity due to a security incident resulting from the Subrecipient's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, or destruction; or loss, theft or misuse of an information asset. If the Subrecipient experiences a loss or breach of data,

the Subrecipient shall immediately report the loss or breach to the Pass-through Entity. If the Pass-through Entity determines that notice to the individuals whose data has been lost or breached is appropriate, the Subrecipient will bear any and all costs associated with the notice or any mitigation selected by the Pass-through Entity. These costs include, but are not limited to, staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach or loss of data.

- f. The Subrecipient 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 California Civil Code, Section 502 of the California Penal Code, Section 2111 of the California Unemployment Insurance Code, Section 10850 of the California 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. All Subrecipient staff and subcontractors that are provided access to any data systems of the Pass-through Entity, excluding CalJOBS, are required to complete and sign an Employee Confidentiality Statement (DE 7410).
- k. 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 confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- l. If the Pass-through Entity or Subrecipient enters into an agreement with a third party to provide WIOA services, the Pass-through Entity or Subrecipient 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.
- m. The Subrecipient may, in its operation of the America's Job Center of California (AJCC), permit an AJCC 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. Subrecipient shall ensure that all such subcontracts comply with the intellectual property requirements of this subgrant agreement, the confidentiality requirements of this subgrant agreement and any other terms of this subgrant agreement 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 Subrecipient, 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. Social security numbers and other client specific information

shall not be retained for more than three years after a client completes services.

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. An AJCC client must still be given the option to use the AJCC'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 AJCC or for CalJOBS, the subcontractor's resume-distribution services, or any other services subcontractor offers to the client or the AJCC 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 client 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 Pass-through Entity modifies State automated systems such as the State CalJOBS System, it shall provide reasonable notice of such changes to the Subrecipient. The Subrecipient shall be responsible to communicate such changes to the AJCC Operator(s) in the local area.
- n. 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 PASS-THROUGH ENTITY:

Name: Michael Greenlow
Title: Section Manager
Address: P.O. Box 826880, MIC 50
Sacramento, CA 94280-0001
Telephone: (916) 654-9699
Fax: (916) 654-9586

FOR THE SUBRECIPIENT:

Name:
Title:
Telephone:
Fax:



Gavin Newsom, Governor
California Labor and Workforce Development Agency



November 30, 2020

Mr. Nick Schultz, Executive Director
City of Long Beach, Pacific Gateway Workforce Innovation Network
4811 Airport Plaza Drive, Suite 200
Long Beach, CA 90815

Dear Mr. Nick Schultz

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) SUBGRANT AGREEMENT AA111013

Enclosed is a copy of modification number two of your WIOA Subgrant Agreement. The purpose of this modification is to incorporate Round 2 WIOA formula funding for Program Year (PY) 2020-21 into grant codes 202, 293, 502, and 541.

If you have any questions, please contact your Regional Advisor.

Sincerely,

/s/Maria McNamara
Manager
Financial Management Unit

Enclosure

cc: Mr. Robert Garcia, Mayor
Veronica Champayne, Regional Advisor
Michelle Mori, Financial Management Unit

WIOA SUBGRANT AGREEMENT

City of Long Beach, Pacific Gateway Workforce Innovation Network

SUBGRANT NO: AA111013
MODIFICATION NO: 2
SUBRECIPIENT CODE: LBC
UNIQUE ENTITY NO: 557398141
INDIRECT COST RATE:

PASS-THROUGH ENTITY:
State of California
Employment Development Dept.
Central Office Workforce
Services Division
P.O.Box 826880, MIC 69
Sacramento, CA 94280-0001

SUBRECIPIENT: City of Long Beach, Pacific Gateway Workforce Innovation Network
4811 Airport Plaza Drive, Suite 200
GOVERNMENTAL ENTITY: LONG BEACH, CA 90815

Yes

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Pass-through Entity, and the **City of Long Beach, Pacific Gateway Workforce Innovation Network**, hereinafter the Subrecipient. The Subrecipient agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved Workforce Innovation and Opportunity Act (WIOA) Local Plan for the above named Pass-through Entity filed with the Pass-through Entity pursuant to the WIOA. 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
- Rapid Response Layoff Aversion
- Rapid Response by Formula
- Dislocated Worker Rd 2
- Adult Formula Rd 2

ALLOCATION(s)
The Pass-through Entity agrees to reimburse the Subrecipient not to exceed the amount listed hereinafter 'TOTAL'

PRIOR AMOUNT: \$2,410,176.00
INCREASE/DECREASE: \$2,531,913.00
TOTAL: \$4,942,089.00

TERM OF AGREEMENT
From: 4/1/2020 To: 6/30/2022

Terms of Exhibits are as designated on each exhibit

PURPOSE: The purpose of this modification is to incorporate Round 2 WIOA formula funding for Program Year (PY) 2020-21 into grant codes 202, 293, 502, and 541.

APPROVED FOR PASS-THROUGH ENTITY(EDD)
(By Signature)

APPROVED FOR SUBRECIPIENT (By Signature)
Unilateral modification. Subrecipient Signature not required

Maria McNamara for

Name and Title
JAIME GUTIERREZ
CHIEF
CENTRAL OFFICE WORKFORCE SERVICES
DIVISION

Name and Title

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

SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

SUBGRANT NO:AA111013
MODIFICATION NO:2

City of Long Beach, Pacific Gateway
Workforce Innovation Network

I. Allocation

Funding Source	Prior Amount	Increase	Decrease	Adjusted Allocation
WIA/WIOA 25% - Dislocated Worker Rapid Response				
96211 292 Rapid Response Layoff Aversion 07/01/2020 to 06/30/2021 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$12,665.00	\$0.00	\$0.00	\$12,665.00
98421 293 Rapid Response Layoff Aversion 10/01/2020 to 06/30/2021 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$0.00	\$56,691.00	\$0.00	\$56,691.00
96211 540 Rapid Response by Formula 07/01/2020 to 06/30/2021 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$53,357.00	\$0.00	\$0.00	\$53,357.00
98421 541 Rapid Response by Formula 10/01/2020 to 06/30/2021 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$0.00	\$238,832.00	\$0.00	\$238,832.00
Total WIA/WIOA 25% - Dislocated Worker Rapid Response	\$66,022.00	\$295,523.00	\$0.00	\$361,545.00
WIA/WIOA Formula				
96151 201 Adult Formula RD 1 07/01/2020 to 06/30/2022 Prog/Element 61/90 Ref 101 Fed Catlg 17.258	\$288,902.00	\$0.00	\$0.00	\$288,902.00
98281 202 Adult Formula Rd 2 10/01/2020 to 06/30/2022 Prog/Element 61/90 Ref 101 Fed Catlg 17.258	\$0.00	\$1,441,635.00	\$0.00	\$1,441,635.00
96101 301 Youth Formula Rd 1 04/01/2020 to 06/30/2022 Prog/Element 61/90 Ref 101 Fed Catlg 17.259	\$1,877,699.00	\$0.00	\$0.00	\$1,877,699.00
96201 501 Dislocated Worker Rd 1 07/01/2020 to 06/30/2022 Prog/Element 61/90 Ref 101 Fed Catlg 17.278	\$177,553.00	\$0.00	\$0.00	\$177,553.00
98211 502 Dislocated Worker Rd 2 10/01/2020 to 06/30/2022 Prog/Element 61/90 Ref 101 Fed Catlg 17.278	\$0.00	\$794,755.00	\$0.00	\$794,755.00
Total WIA/WIOA Formula	\$2,344,154.00	\$2,236,390.00	\$0.00	\$4,580,544.00
Grand Total:	\$2,410,176.00	\$2,531,913.00	\$0.00	\$4,942,089.00

NARRATIVE

SUBGRANT NO:AA111013
MODIFICATION NO: 2

SUBRECIPIENT:City of Long Beach, Pacific Gateway Workforce Innovation Network
FAIN NO: AA-34757-20-55-A-6
FEDERAL AWARD DATE: 10/27/2020
FUNDING SOURCE: Adult Formula Rd 2 - 202

TERM OF THESE FUNDS: 10/01/2020 - 06/30/2022

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

Workforce Innovation and Opportunity Act (WIOA) Adult Formula funds are being incorporated into the Program Year (PY) 2020/21 Subgrant Agreement to support the WIOA Adult Program. The funds in grant code 202 consist of round 2 funding and are available for expenditures from October 1, 2020 through June 30, 2022. FAIN AA-34757-20-55-A-6. **Note: For the purposes of this award, fees paid to a consultant who provides services under a program shall be limited to \$710 per day without prior approval from the Grant Officer.**

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.

WIOA (2015)

NARRATIVE

SUBGRANT NO:AA111013
MODIFICATION NO: 2

SUBRECIPIENT:City of Long Beach, Pacific Gateway Workforce Innovation Network
FAIN NO: AA-34757-20-55-A-6
FEDERAL AWARD DATE: 10/27/2020
FUNDING SOURCE: Rapid Response Layoff Aversion - 293

TERM OF THESE FUNDS: 10/01/2020 - 06/30/2021

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

Layoff Aversion funds are being incorporated into the Program Year (PY) 2020-21 Subgrant Agreement to support the Layoff Aversion Program. These funds in grant code 293 will support local areas through a high performing Rapid Response strategy, which will emphasize coordinated efforts to avert layoffs in the effort to save jobs. The term of these funds are from October 1, 2020 through June 30, 2021. FAIN AA-34757-20-55-A-6. **Note: For the purposes of this award, fees paid to a consultant who provides services under a program shall be limited to \$710 per day without prior approval from the Grant Officer.**

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.

WIOA (2015)

NARRATIVE

SUBGRANT NO:AA111013
MODIFICATION NO: 2

SUBRECIPIENT:City of Long Beach, Pacific Gateway Workforce Innovation Network
FAIN NO: AA-34757-20-55-A-6
FEDERAL AWARD DATE: 10/27/2020
FUNDING SOURCE: Dislocated Worker Rd 2 - 502

TERM OF THESE FUNDS: 10/01/2020 - 06/30/2022

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

Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Formula funds are being incorporated into the Program Year (PY) 2020/21 Subgrant Agreement to support the WIOA Dislocated Worker Program. The funds in grant code 502 consist of round 2 funding and are available for expenditures from October 1, 2020 through June 30, 2022. FAIN AA-34757-20-55-A-6. **Note: For the purposes of this award, fees paid to a consultant who provides services under a program shall be limited to \$710 per day without prior approval from the Grant Officer.**

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.

WIOA (2015)

NARRATIVE

SUBGRANT NO:AA111013
MODIFICATION NO: 2

SUBRECIPIENT:City of Long Beach, Pacific Gateway Workforce Innovation Network
FAIN NO: AA-34757-20-55-A-6
FEDERAL AWARD DATE: 10/27/2020
FUNDING SOURCE: Rapid Response by Formula - 541

TERM OF THESE FUNDS: 10/01/2020 - 06/30/2021

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

These Workforce Innovation and Opportunity Act (WIOA) 25 percent Rapid Response (RR) funds are being incorporated into your Program Year (PY) 2020-21 Subgrant Agreement to support the WIOA Dislocated Worker Program. The funds in grant code 541 consist of round 2 funding and are available for expenditures from October 1, 2020 through June 30, 2021. These 'formula advanced' Rapid Response funds must be used for the cost of required and allowable Rapid Response activities in response to layoffs, business closures, and natural disasters. FAIN Number AA-34757-20-55-A-6. **Note: For the purposes of this award, fees paid to a consultant who provides services under a program shall be limited to \$710 per day without prior approval from the Grant Officer.**

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.

WIOA (2015)

WIOA SUBGRANT AGREEMENT

City of Long Beach, Pacific Gateway

SUBGRANT NO: AA011013
 MODIFICATION NO: 7
 SUBRECIPIENT CODE: LBC
 UNIQUE ENTITY NO: 075295832
 INDIRECT COST RATE: N/A

PASS-THROUGH ENTITY:
 State of California
 Employment Development Dept.
 Central Office Workforce
 Services Division
 P.O.Box 826880, MIC 69
 Sacramento, CA 94280-0001

SUBRECIPIENT: City of Long Beach, Pacific
 Gateway
 4811 Airport Plaza Drive, Suite
 200
 LONG BEACH, CA 90815
 GOVERNMENTAL ENTITY:
 Yes

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Pass-through Entity, and the **City of Long Beach, Pacific Gateway**, hereinafter the Subrecipient. The Subrecipient agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved Workforce Innovation and Opportunity Act (WIOA) Local Plan for the above named Pass-through Entity filed with the Pass-through Entity pursuant to the WIOA. 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
 COVID-19 Employment Recovery NDWG

ALLOCATION(s) The Pass-through Entity agrees to reimburse the Subrecipient not to exceed the amount listed hereinafter 'TOTAL'	PRIOR AMOUNT INCREASE/DECREASE: TOTAL:	\$5,519,399.00 \$700,000.00 \$6,219,399.00
TERM OF AGREEMENT From: 4/1/2019 To: 3/31/2022	Terms of Exhibits are as designated on each exhibit	
PURPOSE: The purpose of this modification is to incorporate \$700,000 of National Dislocated Worker Grant funds to the COVID-19 Employment Recovery NDWG Project in grant code 1194.		
APPROVED FOR PASS-THROUGH ENTITY(EDD) (By Signature) <i>Maria McNamara for</i>	APPROVED FOR SUBRECIPIENT (By Signature) Unilateral modification. Subrecipient Signature not required	
Name and Title JAIME GUTIERREZ CHIEF CENTRAL OFFICE WORKFORCE SERVICES DIVISION	Name and Title	
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		

Budget Item: 7100 Fund: 0869 Budgetary Attachment: No
 Chapter: 023 Statute: 2019 FY: 19/20

SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

SUBGRANT NO:AA011013
MODIFICATION NO:7

City of Long Beach, Pacific Gateway

I. Allocation

Funding Source	Prior Amount	Increase	Decrease	Adjusted Allocation
WIA/WIOA 25% - Dislocated Worker Rapid Response				
98420 1187 Underserved COVID-19 Impacted Individuals Grants 03/01/2020 to 09/30/2020 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$270,000.00	\$0.00	\$0.00	\$270,000.00
98420 1193 COVID-19 Response (LBC) 04/01/2020 to 03/31/2021 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$950,900.00	\$0.00	\$0.00	\$950,900.00
96210 292 Rapid Response Layoff Aversion 07/01/2019 to 06/30/2021 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$9,250.00	\$0.00	\$0.00	\$9,250.00
98420 293 Rapid Response Layoff Aversion 10/01/2019 to 06/30/2021 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$43,889.00	\$0.00	\$0.00	\$43,889.00
96210 540 Rapid Response by Formula 07/01/2019 to 06/30/2021 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$36,638.00	\$0.00	\$0.00	\$36,638.00
Total WIA/WIOA 25% - Dislocated Worker Rapid Response	\$1,310,677.00	\$0.00	\$0.00	\$1,310,677.00
WIA/WIOA Formula				
96150 201 Adult Formula RD 1 07/01/2019 to 06/30/2021 Prog/Element 61/90 Ref 101 Fed Catlg 17.258	\$229,123.00	\$0.00	\$0.00	\$229,123.00
98280 202 Adult Formula Rd 2 10/01/2019 to 06/30/2021 Prog/Element 61/90 Ref 101 Fed Catlg 17.258	\$1,221,476.00	\$0.00	\$0.00	\$1,221,476.00
96100 301 Youth Formula Rd 1 04/01/2019 to 06/30/2021 Prog/Element 61/90 Ref 101 Fed Catlg 17.259	\$1,574,448.00	\$0.00	\$0.00	\$1,574,448.00
96100 302 Youth Formula 04/01/2019 to 06/30/2021 Prog/Element 61/90 Ref 101 Fed Catlg 17.259	\$4,658.00	\$0.00	\$0.00	\$4,658.00
96200 501 Dislocated Worker Rd 1 07/01/2019 to 06/30/2021 Prog/Element 61/90 Ref 101 Fed Catlg 17.278	\$174,978.00	\$0.00	\$0.00	\$174,978.00
98210 502 Dislocated Worker Rd 2 10/01/2019 to 06/30/2021 Prog/Element 61/90 Ref 101 Fed Catlg 17.278	\$830,204.00	\$0.00	\$0.00	\$830,204.00
Total WIA/WIOA Formula	\$4,034,887.00	\$0.00	\$0.00	\$4,034,887.00
WIA/WIOA National Emergency Grant				
93870 1194 COVID-19 Employment Recovery NDWG 04/10/2020 to 03/31/2022 Prog/Element 62/10 Ref 001 Fed Catlg 17.277	\$0.00	\$700,000.00	\$0.00	\$700,000.00
Total WIA/WIOA National Emergency Grant	\$0.00	\$700,000.00	\$0.00	\$700,000.00

SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

SUBGRANT NO:AA011013
MODIFICATION NO:7

City of Long Beach, Pacific Gateway

I. Allocation

Funding Source	Prior Amount	Increase	Decrease	Adjusted Allocation
WIA/WIOA 25% - Dislocated Worker Rapid Response				
98420 541 Rapid Response by Formula 10/01/2019 to 06/30/2021 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$173,835.00	\$0.00	\$0.00	\$173,835.00
Total WIA/WIOA 25% - Dislocated Worker Rapid Response	\$173,835.00	\$0.00	\$0.00	\$173,835.00
Grand Total:	\$5,519,399.00	\$700,000.00	\$0.00	\$6,219,399.00

NARRATIVE

SUBGRANT NO:AA011013
MODIFICATION NO: 7

SUBRECIPIENT:City of Long Beach, Pacific Gateway
FAIN NO: DW-34646-20-60-A-6
FEDERAL AWARD DATE:
FUNDING SOURCE: COVID-19 Employment Recovery NDWG - 1194

TERM OF THESE FUNDS: 04/10/2020 - 03/31/2022

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 modification is to incorporate \$700,000 of National Dislocated Worker Grant funds to the COVID-19 Employment Recovery NDWG Project in grant code 1194. The term of these funds is from April 10, 2020 through March 31, 2022. The project funds are limited to 50% of the total award until the department receives and approves the completed required subgrant exhibits within 60 days of the project's initiation.

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.

WIOA (2015)

EXHIBIT "B"

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Lana Beach, CA 90802-4664

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EXHIBIT B

PACIFIC GATEWAY WORKFORCE INNOVATION NETWORK

**Statement of Work – AMENDMENT
Work Based Training**

SUBCONTRACTOR:	Long Beach Memorial Medical Center Miller Children’s Hospital 2901 Atlantic Avenue Long Beach, California 90807 <i>(Hereinafter referred to as “Subcontractor”)</i>
CONTRACT TERM:	January 1, 2021 – December 31, 2021
CONTRACT AMOUNT:	Not to exceed \$200,000 – 50% of extraordinary cost of providing the training and additional supervision related to the program
NUMBER TO BE SERVED:	Approximately 96 participants
FUNDING AGENCY:	City of Long Beach, Administering Entity for the Pacific Gateway Workforce Innovation Network
CFDA #'s FUNDING:	17.258 – Adult 17.278 – Dislocated Worker 17.259 – Youth 17.268 – H1B Job Training Grants 17.277 - NDWG

Administered by the City of Long Beach, the Pacific Gateway Workforce Innovation Network (Pacific Gateway) supports the workforce needs of the residents and businesses, through its one-stop career centers. The Long Beach Memorial Medical Center, hereinafter referred to as Subcontractor, shall administer the program services described herein on behalf of Pacific Gateway.

I. PROGRAM SUMMARY

Subcontractor will train approximately 96 unemployed/underemployed adults, dislocated workers, and young adults in customized training.

The Patient Care Assistant (PCA) customized training will be provided to approximately 96 eligible participants and will focus on developing transferable computer, clinical, and

customer service skills essential for employment in the healthcare industry. Each participant will complete an eight (8) week (up to 320 hours) classroom and clinical training program. Pacific Gateway will provide overall project management and oversight, and prescreening for suitability. Subcontractor agrees to hire full-time employment for all participants upon successful completion of the training program and provide support for employment retention.

II. FUNDING

Subcontractor shall be paid an amount not to exceed two-hundred-thousand and no cents (\$200,000.00). These funds will be reimbursed according to the Project Budget attached hereto and shall be paid for by various grant funding streams administered by Pacific Gateway.

III. TRAINING OUTCOMES – EMPLOYMENT VERIFICATION

Subcontractor must provide employment verification for each participant that successfully completes the training program.

IV. CONTRACT MANAGEMENT

The City shall review actual program performance at the end of each training cohort. Subcontractor will give full consideration to all participants who successfully complete the program. Underperformance at the end of each cohort shall permit the City to unilaterally cancel this contract or, in the alternative, deobligate funds up to the amount of underperformance.

V. INVOICING PROCEDURES

Invoices should be submitted within ten (10) days of completion of training to Pacific Gateway Workforce Innovation Network, 4811 Airport Plaza Drive, 2nd Floor, Long Beach CA 90815, Attention: Karla Olivas. Invoices must contain a record of the Match contributions.

VI. CONTINUATION OF CONTRACT

Continuation of this contract is contingent upon the satisfactory achievement of the standards and goals of this agreement as determined by the City and/or availability of funds from the Department of Labor. If Subcontractor cannot fulfill the obligations of this contract, Pacific Gateway's Workforce Development Officer, Alisa Munoz, must be notified in writing immediately.

VII. GENERAL INFORMATION

A. Unallowable Activities and Costs

The Subcontractor shall comply with the following guidelines per WIOA, 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 WIOA 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. WIOA Contract Clauses

Subcontractor shall administer contract within the policies and procedures mandated by the Workforce Innovation and Opportunity Act of 2014, and agree 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. Termination for Cause and for Convenience
- c. Maintenance of Records for seven (7) years 20CFR §200.318(i);
- d. Access to Contractor's Records (§200.336(a))
- e. Compliance with Equal Employment Opportunity Act provisions identified in 41 CFR Part 60;
- f. The Americans with Disabilities Act of 1990;
- g. Compliance with the Contract Hours and Safety Standards Act (40 U.S.C 3701-3708)
- h. The Clean Air Act and Environmental Protection Agency regulations;
- i. The State Energy Conservation Plan in compliance with the Energy Policy and Conservation Act;
- j. The Bryd Anti-Lobbying Amendment;
- k. The Veteran's Priority Provisions;
- l. The Whistleblower Protection;
- m. The Buy American Requirements;
- n. The Debarment and Suspension requirements;
- o. The Copeland "Anti-Kickback" Act;
- p. The Davis-Bacon Act as amended (40 U.S.C 3141-3148);
- q. Labor Standards Provision;
- r. Rights to Inventions Made Under a Contract or Agreement;

- s. The Solid Waste Disposal Act and 40 CFR Part 247;
- t. Drug Free Workplace Act of 1988

C. Administrative Dispute Resolution

Pacific Gateway will directly communicate with the Subcontractor to resolve any conflict or disputes related to completing the contract in a collaborative effort and at the lowest level of dispute resolution possible. Should resolution efforts fail, the dispute shall be referred to the Chair of Pacific Gateway's Workforce Development Board, who shall place the dispute upon the agenda of a regular or special meeting of the Executive Committee. The Executive committee decision will submit an administrative decision. If no resolution can be agreed upon, the dispute shall be referred to the City Attorney, as outlined in the City of Long Beach Purchase Order.

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.

E. Incident Reporting

The subcontractor must establish, document, and implement procedures to immediately notify Pacific Gateway Workforce Development Board's Performance and Compliance Manager of any suspected or proven, fraud, abuse, or other criminal activity involving WIOA-funded activities. For additional procedures for reporting incidents please review the Pacific Gateway Incident Reporting Policy. [Policy Number: P-WIOA-IR-1.A]

F. Nondiscrimination and Equal Opportunity

Subcontractor shall comply will applicable nondiscrimination and equal opportunity provisions of the laws of the United States of America, the State, the City, including the following:

- a. Section 188 of WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, and for beneficiaries, applicants, and participants only, on the basis of citizenship status or participation in a WIOA Title I financially assisted program or activity.
- b. Title V of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin.
- c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.

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

Subcontractor also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the Subcontractor's operation of the WIOA program and all the agreements the Subcontractor makes to carry out the WIOA program or activity.

VIII. LETTER OF MODIFICATION

All requests for contract modifications must be in writing and include detailed justification for such modifications. Pacific Gateway may initiate a letter of modification at any time during the contractual term with written concurrence from the subcontractor.

IX. BUDGET

Activity	Budget	
PCA Customized Training	Cost of Cohort Training	Project Budget (50% of Extraordinary Costs)
Instructional Costs		
Instructor		
40 hours/week @ \$70/hr x 8 weeks	\$224,000.00	\$112,000.00
40% benefits	\$89,600.00	\$44,800.00
Program Support Staff/Project Coordinator		
30 hours over 7 weeks	\$15,000.00	\$7,500.00
40% benefits	\$6,000.00	\$3,000.00
Direct Participant Costs		
Uniforms	\$14,400.00	\$7,200.00
TB/Vaccinations/N95 Mask Fitting Test	\$27,000.00	\$13,500.00
Syllabi	\$14,400.00	\$7,200.00
CPI Training Book	\$3,000.00	\$1,500.00
Total Budget	\$393,400.00	\$196,700.00
Total Grant Funded Budget	\$200,000.00	

X. PAYMENT

- A. Pacific Gateway shall pay the Subcontractor an amount not to exceed two-hundred - thousand and no cents (\$200,000.00) for the complete and satisfactory performance of the terms of this Agreement.
- B. Pacific Gateway Remedies – If Subcontractor reports or other documentation are not submitted as required, Pacific Gateway reserves the right to withhold payments to Subcontractor or to impose other sanctions, at Pacific Gateway's sole discretion.

XI. ADDITIONAL REQUIREMENTS/REFERENCES (CODE OF FEDERAL REGULATIONS)

All Subcontractors shall adhere to the *Code of Federal Regulations Title 2 Part 200 and 2900 (DOL Exceptions): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.*

Scope of Work and Project Budget Agreement between Pacific Gateway and Long Beach Memorial Medical Center:

Contractor

Administrative Entity

Long Beach Memorial Medical Center

**Pacific Gateway Workforce
Innovation Network**

Antonio Garcia

Nick Schultz

Name

Name



Signature

Signature

Chief Nursing Officer

Executive Director

Title

Title

Date

7/19/2021

Date