

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

1 CONTRACT

2 **33980**

3 THIS CONTRACT ("Contract") is entered into, in duplicate, effective as of  
4 June 4, 2015, for reference purposes only, pursuant to a minute order adopted by the  
5 City Council of the City of Long Beach at its meeting held on June 2, 2015, by and  
6 between UNITED CAMBODIAN COMMUNITY, a Non-Profit Corporation with offices  
7 located at 2201 E. Anaheim Street, Suite 200, Long Beach, CA 90804, ("Contractor") and  
8 the CITY OF LONG BEACH, a municipal corporation ("City") and administering entity for  
9 Pacific Gateway Workforce Investment Network.

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

12 1.1 The City submitted an application ("Application") to the Employment  
13 Development Department of the State of California (the "State"), for funds to provide  
14 meaningful training and employment opportunities for economically disadvantaged,  
15 unemployed and underemployed persons consistent with the Workforce Investment Act  
16 of 1998 ("WIA") codified as Section 504 of the Rehabilitation Act, 29 U.S.C. 794(d) and all  
17 regulations, directives, policies, procedures and amendments issued thereto and/or  
18 legislation, regulations, policies, directives, and/or procedures which may replace the  
19 Workforce Investment Act; and

20 1.2 The Application was approved by the State and a Workforce  
21 Investment Act subgrant has been executed by and between the State and the City  
22 authorizing such programs and providing the funding therefore under Workforce  
23 Investment Act Master Subgrant Agreement which has been designated as K594766  
24 CFDA No. 17.259 the ("Prime Contract"); and

25 1.3 Contractor desires to participate in said program and is qualified by  
26 procurement for the reason of experience, preparation, organization, staffing and facilities  
27 to provide services;

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1                   1.4    City is willing to utilize Contractor to provide WIA program services to  
2 out-of-school youth.

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

5                   Section 1. DOCUMENT INCORPORATION.

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

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

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

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

19                  D.     The Program Planning Summary ("PPS") attached hereto as Exhibit  
20 "D".

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

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

1 the Contract Documents.

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

9 The term of this Contract ("Term") shall be deemed to have commenced as  
10 of June 4, 2015, and unless sooner terminated pursuant to the provisions hereof, shall  
11 terminate on June 30, 2016. Either of the parties hereto shall have the right to terminate  
12 this Contract in its entirety at any time during the Term for any or no reason whatsoever  
13 by giving fifteen (15) days prior written notice of termination to the other party. City shall  
14 have the additional right to cancel any part of this Contract at any time during the Term  
15 for any reason whatsoever by giving fifteen (15) days notice of such cancellation to the  
16 Contractor.

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

25 SECTION 3. AWARD UNDER SPECIAL CONDITIONS.

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

28 (a) (1) A history of unsatisfactory performance, or (2) Is not financially

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

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

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

#### 18 SECTION 4. PERFORMANCE REVIEW.

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

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

5 SECTION 5. CONTRACT AMOUNT AND PAYMENT.

6 The total amount which shall be payable by City to Contractor for  
7 Contractor's allowable services during the Term shall not exceed Two Hundred Three  
8 Thousand Two Hundred Fifty-One Dollars (\$203,251.00).

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

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

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1 Contractor shall not charge nor receive compensation under this Contract  
2 for any services or expenses unless said services or expenses are directly and  
3 exclusively related to the purposes of this Contract, and provided that payment is not also  
4 received by Contractor from some other source for said services or expenses.

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

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

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

24 SECTION 6. RECORDS.

25 Records relating to the performance of this Contract shall be kept and  
26 maintained by Contractor in accordance with the manner and method prescribed by  
27 applicable State regulations and guidelines and City requirements, and will be current,  
28 complete and available for purposes of inspection and audit during business hours as

1 deemed necessary upon request by representatives of federal, state and local agencies.

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

7 SECTION 7. FINANCIAL REPORTS.

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

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

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1 SECTION 8. ACCOUNTING PROCEDURES.

2 On a monthly basis, commencing on the last day of the month next  
3 succeeding the Effective Date of this Contract, the Contractor will submit an invoice with  
4 supporting documentation for payment based upon the cost categories in Attachment "B".  
5 These invoices will be due by the tenth (10<sup>th</sup>) working day after the end of each month.  
6 Contractor shall complete the monthly payment requests in the format required by the  
7 City.

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

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

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

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

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

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

25 B. Designate specific employees to perform each of the following  
26 functions:

- 27 1. Receipt for goods and services provided to Contractor.  
28 2. Approve the purchase of goods and services for Contractor.



- 1 3. Approve employee time sheets.  
2 4. Each above function shall be designated to a different  
3 employee.

4 C. Maintain documented support for every check written which should  
5 include:

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

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

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

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

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

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

4 All invoices and billings will be considered final and must be submitted  
5 within forty-five (45) calendar days from the end of the Term. Resolution of disputed  
6 matters must be resubmitted within fifteen (15) calendar days from date mailed to  
7 Contractor. City, in its sole discretion, may elect not to pay any invoices or billings  
8 submitted after the cut-off date, or if funding is no longer available.

9 SECTION 9. INDEPENDENT CONTRACTOR STATUS.

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

22 SECTION 10. ASSIGNMENT AND SUBCONTRACTING.

23 This Agreement contemplates the personal services of Consultant and  
24 Consultant's employees, and the parties acknowledge that a substantial inducement to  
25 City for entering this Agreement was and is the professional reputation and competence  
26 of Consultant and Consultant's employees. Consultant shall not assign its rights or  
27 delegate its duties under this Agreement, or any interest in this Agreement, or any portion  
28 of it, without the prior approval of City, except that Consultant may with the prior approval

1 of the City Manager of City, assign any moneys due or to become due the Consultant  
2 under this Agreement. Any attempted assignment or delegation shall be void, and any  
3 assignee or delegate shall acquire no right or interest by reason of an attempted  
4 assignment or delegation. Furthermore, Consultant shall not subcontract any portion of  
5 its performance without the prior approval of the City Manager or designee, or substitute  
6 an approved subconsultant or contractor without approval prior to the substitution.  
7 Nothing stated in this Section shall prevent Consultant from employing as many  
8 employees as Consultant deems necessary for performance of this Agreement.

9 SECTION 11. INDEMNIFICATION AND HOLD HARMLESS.

10 Contractor expressly agrees to defend, protect, indemnify and hold the  
11 Network, the City, their respective officers, employees and agents ("Indemnified Parties"),  
12 free and harmless from and against any and all claims, damages, expenses, loss or  
13 liability of any kind or nature whatsoever growing out of, or resulting from the acts or  
14 omissions of Contractor, its officers, agents or employees in the performance of this  
15 Contract. Contractor shall, at its own cost, expense and risk, defend all claims or legal  
16 actions that may be instituted against either the Indemnified Parties and Contractor shall  
17 pay any settlement entered into or satisfy any judgment that may be rendered against  
18 either the Indemnified Parties as a result of said acts or omissions of Contractor, its  
19 officers, agents or employees in the performance of this Contract.

20 SECTION 12. EMPLOYMENT TRAINING ACT CLAUSES.

21 Contractor shall administer contract within the policies and procedures  
22 mandated by the Workforce Investment Act of 1998 and the Network and agrees to  
23 comply with the following contract clauses, as applicable, during the duration of the  
24 contract period:

- 25 1. Compliance with requirements and/or regulations related to patent rights,  
26 copyrights, and rights in data;
- 27 2. Maintenance of records for 7 years;
- 28 3. The Equal Employment Opportunity Act provisions;

- 1 4. The Americans with Disabilities Act of 1990;
- 2 5. The Contract Work Hours and Safety Standards Act;
- 3 6. The Clean Air Act and Environmental Protection Agency regulations;
- 4 7. The Energy Policy Conservation Act;
- 5 8. The Bryd Anti-Lobbying Amendment;
- 6 9. Veteran's Priority Provisions;
- 7 10. Whistle Blower Protection;
- 8 11. Buy American Requirements.

9 SECTION 13. INSURANCE.

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

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

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

23 C. Workers' Compensation as required by the Labor Code of the State  
24 of California and Employers' Liability Insurance with limits of one Million Dollars  
25 (\$1,000,000.00) per occurrence.

26 D. Accidental Medical, Death and Dismemberment Insurance for all  
27 participants not entitled to workers' compensation benefits under the provisions of  
28 Section 3700 of the Labor Code of the State of California, unless this requirement has

1 been waived in writing by the Risk Manager. Said insurance shall have limits of not less  
2 than One Hundred Thousand Dollars (\$100,000.00) Accident Medical and Twenty-Five  
3 Thousand Dollars (\$25,000.00) Accidental Death and Dismemberment.

4 E. Blanket Honesty or Comprehensive Crime Bond in an amount of fifty  
5 percent (50%) of sums payable under this Contract, or Twenty-Five Thousand Dollars  
6 (\$25,000.00), whichever is higher, to safeguard the proper handling of funds by those  
7 employee's agents or representatives of the Contractor who sign as the maker of checks  
8 or drafts or in any manner authorize the disbursement or expenditure of said funds.

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

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

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

1 established city policy.

2 SECTION 14. DRUG-FREE WORKPLACE.

3 Contractor shall comply with Government Code Sections 8350 et seq. and  
4 29 CFR Part 98, in matters relating to providing a drug-free workplace including, but not  
5 limited to, the following:

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

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

- 12 1. The dangers of drug abuse in the workplace,
- 13 2. The person's or organization's policy of maintaining a drug-  
14 free workplace;
- 15 3. Any available counseling, rehabilitation and employee  
16 assistance programs, and
- 17 4. Penalties that may be imposed upon employees for drug  
18 abuse violations.

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

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

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

1 provides a drug-free workplace.

2 SECTION 15. NONDISCRIMINATION.

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

13 B. It is the policy of City to encourage the participation of  
14 Disadvantaged, Minority and Women-owned Business Enterprises in City's  
15 procurement process, and Consultant agrees to use its best efforts to carry out  
16 this policy in its use of subconsultants and contractors to the fullest extent  
17 consistent with the efficient performance of this Agreement. Consultant may rely  
18 on written representations by subconsultants and contractors regarding their  
19 status. Consultant shall report to City in May and in December or, in the case of  
20 short-term agreements, prior to invoicing for final payment, the names of all  
21 subconsultants and contractors hired by Consultant for this Project and information  
22 on whether or not they are a Disadvantaged, Minority or Women-Owned Business  
23 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.  
24 637).

25 SECTION 16. EQUAL BENEFITS ORDINANCE.

26 Unless otherwise exempted in accordance with the provisions of the  
27 Ordinance, this Agreement is subject to the applicable provisions of the Equal Benefits  
28 Ordinance (EBO), section 2.73 et seq. of the Long Beach Municipal Code, as amended

1 from time to time.

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

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

11 B. The failure of the Consultant to comply with the EBO will be  
12 deemed to be a material breach of the Agreement by the City.

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

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

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

26 SECTION 17. CONFIDENTIALITY.

27 Contractor shall keep confidential all financial, operations, and performance  
28 records relating to its performance of this Contract ("Data") and shall not disclosed the



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

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

13 SECTION 18. BREACH OF CONFIDENTIALITY.

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

16 (a) Contractor demonstrates Contractor knew prior to the time  
17 City disclosed it; or

18 (b) Is or becomes publicly available without breach of this  
19 Contract by Contractor; or

20 (c) A third party who has a right to disclose such information does  
21 so to Contractor without restrictions on further disclosure; or

22 (d) Must be disclosed pursuant to subpoena, court order, state or  
23 federal WIA rules and regulations, federal Department of Labor rules and  
24 regulations, or the rules and regulations of any other governmental agency having  
25 jurisdiction over WIA administration.

26 SECTION 19. NOTICES.

27 All notices required or given pursuant to the provisions hereof may be  
28 served either by: (1) enclosing the same in a sealed envelope addressed to the party

1 intended to receive the same at the address indicated herein and deposited postage  
2 prepaid, in the U.S. Postal Service as certified mail, return receipt requested, or (2)  
3 personal service. Such notices shall be effective on the date personal service is effected  
4 or the date of the signature on the return receipt. For the purposes hereof, the address of  
5 the City and the proper party to receive any such notices on its behalf is the City  
6 Manager, City Hall, 333 West Ocean Boulevard, Long Beach, California, 90802; and the  
7 Contractor's address for service of any such notices shall be 2201 E. Anaheim Street, #  
8 200, Long Beach, CA 90804, attn: Susana Sngiem, Telephone (562) 433-2490, Fax No.  
9 (562) 433-0564, email, Susana.sngiem@ucclb.org.

10 SECTION 20. CONTRACT ADMINISTRATION.

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

14 SECTION 21. CORPORATE STATUS.

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

18 SECTION 22. ENTIRE AGREEMENT.

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

25 SECTION 23. CAPTIONS AND ORGANIZATION.

26 The various headings and numbers herein and the grouping of the  
27 provisions of this Contract into separate Sections, paragraphs and clauses are for the  
28 purpose of convenience only and shall not be considered a part hereof, and shall have no

1 effect on the construction or interpretation of any part of this contract.

2 SECTION 24. TAX REPORTING.

3 As required by federal and state law, City is obligated to and will report the  
4 payment of compensation to Contractor on Form 1099-Misc. Contractor shall be solely  
5 responsible for payment of all federal and state taxes resulting from payments under this  
6 Agreement. Contractor shall submit Contractor's Employer Identification Number (EIN),  
7 or Contractor's Social Security Number if Contractor does not have an EIN, in writing to  
8 City's Accounts Payable, Department of Financial Management. Contractor  
9 acknowledges and agrees that City has no obligation to pay Contractor until Contractor  
10 provides one of these numbers.

11 SECTION 25. AUTHORIZATION TO EXECUTE.

12 Contractor warrants and affirms to City that any and all persons signing this  
13 Contract are authorized and empowered to so sign and that the execution of this Contract  
14 by such person or persons does bind Contractor to all terms, covenants and conditions of  
15 this Contract.

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OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

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

UNITED CAMBODIAN COMMUNITY, a Non-Profit Corporation

Dated: July 29<sup>th</sup>, 2015

By [Signature]  
Title Chairman of the Board

Dated: July 29<sup>th</sup>, 2015

By [Signature]  
Title Executive Director

"Contractor"

CITY OF LONG BEACH, a municipal corporation

Dated: Sept. 4, 2015

By [Signature]  
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

Assistant City Manager

"City"

The foregoing Contract is hereby approved as to form this 25 day of August, 2015.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

EXHIBIT A

Cleared **CSG**  
CSG  
Dist **WIA 4-12-14**

WIA SUBGRANT AGREEMENT

City of Long Beach dba PacGtwy

REGISTRATION NO: K594766  
MODIFICATION NO: NEW  
SUBGRANTEE CODE: LBC

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

SUBGRANTEE: City of Long Beach dba PacGtwy  
3447 ATLANTIC AVENUE  
LONG BEACH, CA 90807

GOVERNMENTAL ENTITY: YES

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

Funding Detail Chart  
General Provisions and standards of Conduct  
Title I-Y (WIA TITLE I YOUTH FORMULA)

Exhibit AA, pages 1 through 1  
Exhibit BB, pages 1 through 14  
Exhibit DD, pages 1 through 1

APPROVED AS TO FORM

May 21, 2014  
**CHARLES PARKIN, City Attorney**

By [Signature]  
**KENDRA L. CARNEY  
DEPUTY CITY ATTORNEY**

ALLOCATION(s):

The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter "TOTAL":

PRIOR AMOUNT: \$0.00  
INCREASE/DECREASE: \$2,044,449.00  
TOTAL: \$2,044,449.00

TERMS OF AGREEMENT:

From 04/01/2014 to 06/30/2016

Terms of Exhibits are as designated on each exhibit

PURPOSE:

To initiate the Program Yeay (PY) 2014-15 WIA Subgrant and add WIA Youth formula funding under grant code 301. The term of these funds are from 04/01/14 to 06/30/16.

APPROVED FOR SUBGRANTOR (EDD) (By Signature)

[Signature]  
Name and Title  
JOSE LUIS MARQUEZ  
CHIEF  
WORKFORCE SERVICES DIVISION

APPROVED FOR SUBGRANTEE (By Signature)

[Signature]  
Name and Title  
Assistant City Manager  
**PATRICK H. WEST  
CITY MANAGER**

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein:

[Signature]  
Signature of EDD Accounting Officer

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]  
Signature of EDD Contract Officer

WIA  
SUBGRANT AGREEMENT  
FUNDING DETAIL SHEET

Exhibit AA  
Page 1 of 1

SUBGRANTEE NAME: City of Long Beach dba PacGtwy

SUBGRANT NO: K594766  
MODIFICATION NO: NEW

I. ALLOCATION

FUNDING SOURCE	PRIOR AMOUNT	INCREASE	DECREASE	ADJUSTED ALLOCATION
TITLE I-Y: YOUTH				
9610 <del>16</del> WIA TITLE I YOUTH FORMULA (301) : 04/01/2014 to 06/30/2016 Prog/Element 61/ 00 Ref 101 Fed Catlg 417259	\$0.00	\$2,044,449.00	\$0.00	\$2,044,449.00
TOTAL TITLE I-Y	\$0.00	\$2,044,449.00	\$0.00	\$2,044,449.00
GRAND TOTAL:	\$0.00	\$2,044,449.00	\$0.00	\$2,044,449.00

WIA SUBGRANT AGREEMENT

Subgrantee: City of Long Beach dba PacGtwy

Exhibit BB  
Page 1 of 14  
SUBGRANT NO: K594766  
MODIFICATION NO: NEW

1. Compliance

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

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

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

2. Certification/Assurances

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

- a). Corporate Registration: The Subgrantee, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.
- b). The Subgrantee agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA. (42 U.S.C.12101 et seq.
- c). Sectarian Activities: The Subgrantee certifies that this subgrant agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- d). National Labor Relations Board: The Subgrantee (if not a public entity), by signing this subgrant agreement, does swear under penalty of perjury, that no more than one final unappeasable finding of contempt of court by a federal court has been issued against the Subgrantee within the immediately preceding two-year period because of Subgrantee's failure to comply with an order of a federal court, which orders the Subgrantee to comply with an order of the National Labor Relations Board (PCC10296).
- e). Prior Findings: Subgrantee, by signing this subgrant agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous subgrant agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
- f). Drug-Free Workplace Certification: By signing this subgrant agreement the Subgrantee hereby certifies under penalty of perjury under the laws of the State of California that the Subgrantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - (1). Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - (2). Establish a Drug-Free Awareness Program as required to inform employees about:
    - the dangers of drug abuse in the workplace;
    - the person's or organization's policy of maintaining a drug-free workplace;
    - any available counseling, rehabilitation and employee assistance programs; and,
    - penalties that may be imposed upon employees for drug abuse violations.
  - (3). Every employee who works on this subgrant agreement will:
    - receive a copy of the company's drug-free policy statement; and,
    - agree to abide by the terms of the company's statement as a condition of employment on the subgrant/contract.
- g). Child Support Compliance Act: In accordance with the Child Support Compliance Act, the

WIA SUBGRANT AGREEMENT

Subgrantee: City of Long Beach dba PacGtwy

Exhibit BB  
Page 2 of 14  
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MODIFICATION NO: NEW

Subgrantee recognizes and acknowledges:

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

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

- i). Lobbying Restrictions: By signing this subgrant agreement the Subgrantee hereby assures and certifies to the lobbying restrictions which are codified in the DOL regulations at 29 CFR Part 93.
  - (1). No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - (2). If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this subgrant agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - (3). The undersigned shall require that the language of the lobbying restrictions be included in the award documents for subgrant agreement transactions over \$100,000 (per OMB) at all tiers (including subgrant agreements, contracts and subcontracts, under grants, loan, or cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
  - (4). This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

j). Priority Hiring Considerations:

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

k). Sweatfree Code of Conduct:

- 1). All Subgrantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other



WIA SUBGRANT AGREEMENT

Subgrantee: City of Long Beach dba PacGtwy

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than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Subgrantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

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

- 1). Unenforceable Provision: In the event that any provision of this subgrant agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this subgrant agreement have force and effect and shall not be affected hereby.

m). Nondiscrimination Clause

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

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

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

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

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

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

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

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

- (b). This Subgrantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the subgrant agreement.

- (c). This Subgrantee agrees to conform to nondiscrimination provisions of the WIA and other federal nondiscrimination requirements referenced in 29 CFR, Part 37.

n). Indemnification:

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

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

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

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

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

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

o). Salary and Bonus Limitations:

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

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

p). Clean Air and Water Act:

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

3. Standards of Conduct

The following standards apply to all Subgrantees.

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

4. Coordination

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

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

5. Subcontracting

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

WIA SUBGRANT AGREEMENT

Subgrantee: City of Long Beach dba PacGtwy

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

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

6. Insurance

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

- a). Subgrantee will obtain a fidelity bond in an amount of not less than \_\_\_\_\_, prior to the receipt of funds under this subgrant agreement. If the bond is canceled or reduced, Subgrantee will immediately so notify the Subgrantor. In the event the bond is canceled or revised, the Subgrantor will make no further disbursements until it is assured that adequate coverage has been obtained.
- b). Subgrantee will provide general liability insurance with a combined limit of \$1,000,000 or public liability and property damage coverage with a combined limit of not less than \$1,000,000.
- c). Subgrantee will provide broad form automobile liability coverage with limits as set forth in (b) above, which applies to both owned/leased and non-owned automobiles used by the Subgrantee or its agents in performance of this subgrant agreement, or, in the event that the Subgrantee will not utilize owned/leased automobiles but intends to require employees, trainees or other agents to utilize their own automobiles in performance of this subgrant agreement, Subgrantee will secure and maintain on file from all such employees, trainees or agents a self-certification of automobile insurance coverage.
- d). Subgrantee will provide Worker's Compensation Insurance, which complies with provisions of the California Labor Code, covering all employees of the Subgrantee and all participants enrolled in work experience programs. Medical and Accident Insurance will be carried for those participants not qualifying as "employee" (Section 3350, et seq. of the California Labor Code) for Worker's Compensation.
- e). The Subgrantor will be named as "Certificate Holder" of policies secured in compliance with paragraphs a-d above and will be provided certificates of insurance or insurance company "binders" prior to any disbursement of funds under this subgrant agreement, verifying the insurance requirements have been complied with. The coverage noted in b and c above must contain the following clauses:
- (1). Insurance coverage will not be canceled or changed unless 30 days prior to the effective date of cancellation or change written notice is sent by the Subgrantee to:
- Employment Development Department  
WIA - Financial Management Unit  
P.O. Box 826880, MIC 69  
Sacramento, CA 94280-0001
- (2). State of California, its officers, agents, employees and servants are included as additional insured, but only insofar as the operations under this subgrant agreement are concerned.
- (3). The State of California is not responsible for payment of premiums or assessments on this policy

7. Resolution

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

8. Funding

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

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

WIA SUBGRANT AGREEMENT

Subgrantee: City of Long Beach dba PacGtwy

Exhibit BB  
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SUBGRANT NO: K594766  
MODIFICATION NO: NEW

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

- a). At the expiration of the terms of this subgrant agreement or upon termination prior to the expiration of this subgrant agreement, funds not obligated for the purpose of this subgrant agreement will be immediately remitted to the Subgrantor, and no longer available to the Subgrantee.
  - b). The Subgrantor retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing the Subgrantee is given prompt notice and the opportunity for an informal review of the Subgrantor's decision. The Chief Deputy Director or his designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of the Subgrantee or a Subcontractor of the Subgrantee to comply with the provisions of this subgrant agreement, or with the WIA or regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.
  - c). The local Chief Elected Official (CEO) of a unit of general local government designated as a Local Workforce Investment Area (LWIA) shall be liable to the EDD for all funds not expended in accordance with WIA, and shall return to the EDD all of those funds. If there is more than one unit of general local government in a LWIA, the CEO(s) will be the individual(s) designated under an agreement executed by the CEO(s) of the local units of government. The CEO(s) designated under the agreement shall be liable to the EDD for all funds not expended in accordance with the WIA, and shall return to the EDD all of those funds.
9. Accounting and Cash Management
- a). Subgrantee will comply with controls, record keeping and fund accounting procedure requirements of WIA, federal and state regulations and directives to ensure the proper disbursement of, and accounting for, program funds paid to the Subgrantee and disbursed by the Subgrantee, under this subgrant agreement.
  - b). Subgrantee will submit requests for cash to coincide with immediate cash needs and assure that no excess cash is on deposit in their accounts or the accounts of any sub-contracting service provider in accordance with procedures established by the Subgrantor. Failure to adhere to these provisions may result in suspending cash draw down privileges and providing funds through a reimbursement process.
  - c). The Subgrantor retains the authority to adjust specific amounts of cash requested if the Subgrantor's records and subsequent verification with the Subgrantee indicate that the Subgrantee has an excessive amount of cash in its account.
  - d). Income (including interest income) generated as a result of the receipt of WIA activities, will be utilized in accordance with policy and procedures established by the Subgrantor. Subgrantee will account for any such generated income separately.
  - e). Subgrantee shall not be required to maintain a separate bank account but shall separately account for WIA funds on deposit. All funding under this subgrant agreement, will be made by check or wire transfer payable to the Subgrantee for deposit in Subgrantee's bank account or city and county governmental bank accounts. To provide for the necessary and proper internal controls, funds should be withdrawn and disbursed by no less than two representatives of the Subgrantee. The Subgrantor will have a lien upon any balance of WIA funds in these accounts, which will take priority over all other liens or claims.

10. Amendments

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

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

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approval of said amendment.

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

11. Reporting

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

12. Termination

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

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

Notices to the Subgrantee will be addressed to:

**Erick Serrato, Acting Executive Director  
City of Long Beach  
Administering Entity for Pacific Gateway  
3447 Atlantic Ave.  
Long Beach, CA 90807**

Notices to the Subgrantor will be addressed to:

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

13. Records

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

14. Audits

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

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

15. Disallowed Costs

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

16. Conflicts

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

17. Grievances and Complaint System

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

18. Property

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

19. Intellectual Property Provisions

a). Federal Funding

In any subgrant funded in whole or in part by the federal government, Subgrantor may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the subgrant, except as provided in 37 Code of Federal Regulations part 401.14. However, pursuant to 29 CFR section 97.34 the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

b). Ownership

- (1). Except where Subgrantor has agreed in a signed writing to accept a license, Subgrantor shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement.
- (2). For the purposes of this subgrant agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by Subgrantor, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

- (a). For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they

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are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

- (3). In the performance of this subgrant agreement, Subgrantee may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this subgrant agreement. In addition, under this subgrant agreement, Subgrantee may access and utilize certain of Subgrantor's intellectual property in existence prior to the effective date of this subgrant agreement. Except as otherwise set forth herein, Subgrantee shall not use any of Subgrantor's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of Subgrantor. Except as otherwise set forth herein, neither the Subgrantee nor Subgrantor shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this subgrant agreement, Subgrantee accesses any third-party Intellectual Property that is licensed to Subgrantor, Subgrantee agrees to abide by all license and confidentiality restrictions applicable to Subgrantor in the third-party's license agreement.
  - (4). Subgrantee agrees to cooperate with Subgrantor in establishing or maintaining Subgrantor's exclusive rights in the Intellectual Property, and in assuring Subgrantor's sole rights against third parties with respect to the Intellectual Property. If the Subgrantee enters into any agreements or subcontracts with other parties in order to perform this subgrant agreement, Subgrantee shall require the terms of the agreement(s) to include all Intellectual Property provisions of paragraph nineteen a) through nineteen i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to Subgrantor all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, subgrantee or subgrantor and which result directly or indirectly from this subgrant agreement or any subcontract.
  - (5). Pursuant to paragraph nineteen (b) (4) of the Intellectual Property Provisions in Exhibit BB to this subgrant agreement, the requirement for the Subgrantee to include all Intellectual Property Provisions of paragraph nineteen a) through nineteen i) of the Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to subgrant agreements or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 663.700-730.
  - (6). Subgrantee further agrees to assist and cooperate with Subgrantor in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce Subgrantor's Intellectual Property rights and interests.
- c). Retained Rights / License Rights
- (1). Except for Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement, Subgrantee shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this subgrant agreement. Subgrantee hereby grants to Subgrantor, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Subgrantee's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this subgrant, unless Subgrantee assigns all rights, title and interest in the Intellectual Property as set forth herein.
  - (2). Nothing in this provision shall restrict, limit, or otherwise prevent Subgrantee from using any ideas, concepts, know-how, methodology or techniques related to its performance under this subgrant agreement, provided that Subgrantee's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of Subgrantor or third party, or result in a breach or default of any provisions of paragraph nineteen a) through nineteen i) or result in a breach of any provisions of law relating to confidentiality.
- d). Copyright
- (1) Subgrantee agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph nineteen (b) (2) (a) of authorship made by or on behalf of

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

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

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

e). Patent Rights

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

f). Third-Party Intellectual Property

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

g). Warranties

(1). Subgrantee represents and warrants that:

- (a). It has secured and will secure all rights and licenses necessary for its performance of this subgrant agreement.
- (b). Neither Subgrantee's performance of this subgrant agreement, nor the exercise by either Party of the rights granted in this subgrant agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by Subgrantee.
- (c). Neither Subgrantee's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (d). It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors.
- (e). Of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.
- (f). It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to Subgrantor in this subgrant agreement.



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

h). Intellectual Property Indemnity

- (1). Subgrantee shall indemnify, defend and hold harmless Subgrantor and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not Subgrantee is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Subgrantee pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of Subgrantor's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this subgrant agreement. Subgrantor reserves the right to participate in and/or control, at Subgrantee's expense, any such infringement action brought against Subgrantor.
- (2). Should any Intellectual Property licensed by the Subgrantee to Subgrantor under this subgrant agreement become the subject of an Intellectual Property infringement claim, Subgrantee will exercise its authority reasonably and in good faith to preserve Subgrantor's right to use the licensed Intellectual Property in accordance with this subgrant agreement at no expense to Subgrantor. Subgrantor shall have the right to monitor and appear through its own counsel (at Subgrantee's expense) in any such claim or action. In the defense or settlement of the claim, Subgrantee may obtain the right for Subgrantor to continue using the licensed Intellectual Property or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, Subgrantor may be entitled to a refund of all monies paid under this subgrant agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3). Subgrantee agrees that damages alone would be inadequate to compensate Subgrantor for breach of any term of these Intellectual Property provisions of paragraph nineteen a) through nineteen i) by Subgrantee. Subgrantee acknowledges Subgrantor would suffer irreparable harm in the event of such breach and agrees Subgrantor shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

i). Survival

The provisions set forth herein shall survive any termination or expiration of this subgrant agreement or any project schedule.

20. Confidentiality Requirements

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

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

The Subgrantor and Subgrantee agree that:

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

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

If the Subgrantee learns of a breach in the security of the system which contains confidential data obtained under this Subgrant, then the Subgrantee must provide notification to individuals pursuant to Civil Code section 1798.82.
- f). The Subgrantee shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Subgrant. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
- g). At no time will confidential data obtained pursuant to this agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- h). Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in section 1798.55 of the Civil Code, section 502 of the Penal Code, section 2111 of the Unemployment Insurance Code, section 10850 of the Welfare and Institutions Code and other applicable local, state and federal laws.
- i). Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- j). Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying

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

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

## FOR THE SUBGRANTOR

Name: Cindy Hobart  
 Title: Section Manager  
 Address: P.O. Box 826880, MIC 69  
 Sacramento, CA 94280-0001  
 Telephone: (916) 653-5955

WIA SUBGRANT AGREEMENT

Subgrantee: City of Long Beach dba PacGtwy

Exhibit BB  
Page 14 of 14  
SUBGRANT NO: K594766  
MODIFICATION NO: NEW

Fax: (916) 654-9586

FOR THE SUBGRANTEE

**Name: Erick Serrato**  
**Title: Acting Executive Director**  
**Telephone: 562.570.3701**  
**Fax: 562.570.3704**

21. Signatures

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

Revised October 2007

EXHIBIT COVER SHEET

SUBGRANT NO: K594766  
MODIFICATION NO: 00

EXHIBIT DD  
Page 1 OF 1

SUBGRANTEE: City of Long Beach dba PacGtwy  
FUNDING SOURCE: WIA TITLE I YOUTH FORMULA 301

TERM OF THESE FUNDS: 04/01/2014 TO: 06/30/2016

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

PROGRAM NARRATIVE

The purpose of this action is to initiate this Local Workforce Investment Area's (LWIA) new Program Year (PY) 2014-15 Workforce Investment Act (WIA) Title I subgrant agreement and to incorporate WIA Youth formula funding into Grant Code (GC) 301. The amount in GC 301 represents this LWIA's entire youth formula allocation for PY 2014-15. The term date for these funds is April 1, 2014 to June 30, 2016.

The LWIA will operate the WIA program in accordance with the approved Workforce Investment Plan on file in the Workforce Services Division of the Employment Development Department, P.O. Box 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.

WIA (3/2000)

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

**SUBCONTRACTOR:** United Cambodian Community  
2201 E. Anaheim St., Suite 200  
Long Beach, CA 90804  
(Hereinafter referred to as "Subcontractor")

**CONTRACT TERM:** June 4, 2015 – June 30, 2016

**CONTRACT AMOUNT:** \$203,251

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

**YOUTH TO ENROLL/SERVE:** 30

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

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

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

**I. PROJECT SUMMARY**

In accordance with this contract, Subcontractor shall provide youth services funded under the Workforce Investment Act (WIA) of 1998. The overall goal is to provide services that develop the potential of youth as citizens and leaders, and fosters positive long-term outcomes for youth participants. The youth served under this contract are 16-24 years old, reside in Long Beach AND Signal Hill and are WIA eligible. WIA-eligible youth are youth who are economically disadvantaged and have one or more identified barrier (i.e., basic skills deficient, homeless, runaway, foster youth, pregnant or parenting, offender, school drop-out, youth with a disability or youth who requires additional assistance to complete an educational program or to secure/hold employment). Unless otherwise approved by Pacific Gateway in writing, youth previously enrolled in WIA-funded program, either through Pacific Gateway or a subcontract, may not be enrolled in the WIA Youth Academy Project if less than two years have passed since their exit from the WIA-funded program. Concurrent enrollment with another WIA-funded youth program is also not permitted without prior approval from Pacific Gateway.

**II. PROGRAM DESIGN**

The Subcontractor's Youth Academy Project focuses on exposing, preparing and placing youth in high-growth/high demand careers/industries. Subcontractor will ensure youth's academic preparation through basic skills upgrading (i.e., math, reading, etc.) and

occupational skills training, as well as through work-readiness training. By creating successful partnerships with organizations from education, business, labor, social services and community-based organizations, Subcontractor shall ensure youth's preparedness to enter the labor market, particularly high-growth/high-demand careers/industries for employment or enter post-secondary education, military or advanced training. To further support the Project's focus, the Subcontractor has uniquely designed their respective project to incorporate additional career exploration activities, as well as other services, to meet the needs of their youth participants and to capitalize on the individual expertise of the Subcontractor and their Project partners.

### III. PROGRAM COMPONENTS ADMINISTRATION

#### A. Outreach/Recruitment

Subcontractor is responsible for ensuring that enrollment goals are met as a result of outreach and recruitment efforts (Refer to Program/Budget Planning Summary). The Subcontractor's outreach and recruitment efforts shall focus on WIA-eligible out-of-school youth.

WIA-eligible youth are youth who are:

**DISCONNECTED YOUTH (OUT-OF-SCHOOL YOUTH)** – a youth who has officially dropped out of high school, which means they are not enrolled in a regular, independent learning, or continuation school, are age 16-24, and never received their High School diploma or General Education Development (GED).

These youth must meet eligibility under the Workforce Investment Act. Eligible youth are those who are economically disadvantaged and have one or more of the following barriers:

- School dropout;
- A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter (Note that, "school year quarter" is defined by the local school district calendar);
- A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either basic skills deficient or an English language learner;
- An individual who is subject to the juvenile or adult justice system;
- A homeless individual, a runaway, an individual who is in foster care or has aged out of foster care system, a child eligible for assistance under section 447 of the Social Security Act, or an individual who is in an out-of-home placement;
- An individual who is pregnant or parenting;
- An individual with disability; or
- A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment. (Please refer to Pacific Gateway's policy for serious barriers to employment as identified by the Local Board, or consult Pacific Gateway's WIA/WIOA Youth Program Manager).

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

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

- and -

*"This WIA Title I-financially assisted program or activity is an equal opportunity employer/program. Auxiliary aids and services available upon request to individuals with disabilities. To request a reasonable accommodation, please call (insert appropriate telephone number) or TTY (insert appropriate telephone number) at least 72 hours prior to event."*

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

#### **B. Orientation**

Subcontractor must provide a program orientation to prospective youth participants. The orientation must include information on the full-array of services available including all 10 elements through the WIA-funded program, including services provided by collaborating partners, and access to the 10 elements.

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

Subcontractor is responsible for initial determination of WIA eligibility for all participants recruited to its program. All necessary eligibility documents and Management Information System forms must be completed and provided to the Youth Opportunity Center for final eligibility determination for youth participants. Parent/guardian approval is required for youth under the age of 18 requesting to participate in the subcontractor's program.

#### **D. Basic Skills Assessment**

Subcontractor is responsible for conducting an initial basic skills assessment, the Test of Adult Basic Education (TABE Level D), for all participants during the eligibility/initial certification appointment. If a youth is determined to be basic skills deficient (scoring below 9<sup>th</sup> grade level in either reading or applied math on the TABE), the area of deficiency must be addressed through activities designed to increase comprehension. All deficient youth must receive remediation activities and a basic skills goal must be set using the MIS Test Scores form. A post-test to determine a functioning level/grade level increase must be administered to all basic skills deficient youth. TABE pre- and post-test scores will be recorded on the MIS Test Scores form. Non-basic skills deficient youth may also participate in remediation activities. Youth should attain acceptable basic skills level, as defined by WIA, within one year of the date set or no later than exit

#### **Pre- and Post-Testing Recommendations (TABE 9 & 10):**

50-60 hours of instruction is recommended when testing with an alternate form for students that test into Levels 1-4 (ABE) with a minimum of 40 hours. For students testing into Levels 5 and 6 (Low and High ASE), 30-59 hours of instruction is recommended. Note: If the participant does not increase functioning level/s, it is recommended that additional hours of remediation be administered.



**E. MIS Enrollment, Test Scores, and Other Forms**

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

**F. Case Management**

Subcontractor shall provide case management services, including (but not limited to): developing an Individual Service Strategy (ISS) in partnership with youth, which documents all services and progress towards achievement of program goals and objectives; individual counseling; file maintenance; and completion of all required customer tracking forms, including case notes. Subcontractor staff will be required to use Pacific Gateway Internet-based case management system (VOS-Virtual One-Stop) to record and document services provided to participating youth. Case management staff, as well as other appropriate Subcontractor staff, are responsible for attending and actively participating in mandatory monthly Subcontractor meetings and training sessions, prior to and during the contract period.

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

Pacific Gateway will provide a National Work Readiness Credential (NWRC) training that utilizes online assessment components in accordance with the Equipped for the Future (EFF) learning standards. Contractors will ensure all youth receive NWRC training, as provided/administered by Pacific Gateway.

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

**H. Soft Skills Training**

All enrolled youth must receive instruction on soft skills and attitudes necessary to enter and retain employment in the future. Curriculum may include networking, interviewing, resume writing, career exploration, life skills, college aid exploration, and financial literacy workshops.

**I. Subsidized Work Experience**

All youth participating in the program must be placed in a subsidized work experience. Program participants must have the opportunity to complete at least 100 hours of paid work experience during their participation in the program. Proposer shall ensure compliance with all labor laws, including allowable hours for in-school and/or younger youth, payroll, workers compensation, etc.

**J. Occupational Skills Training/Industry Recognized Credential**

All enrolled youth must receive occupational skills training aligned with the high-growth/high-demand occupation(s)/industry(ies) noted in item 3.2, and provides youth with the skills necessary to perform work-related functions within that occupation(s)/industry(ies). Occupational skills training may include/incorporate apprenticeship(s), vocational (classroom) training or other activity(ies) that provides career-specific, professional, technical or advanced job skill training.

Agency is required to pre- and post-test youth for interest, suitability and attainment of skills tied to the occupational skills training provided. Agency shall determine an appropriate pre- and post-assessment tool to utilize, approved by Youth Opportunity Center staff.

All youth participating in the agency's program are expected to earn an industry-recognized credential consistent with the attached Credential Resource Guide (Exhibit 3). Credential may be earned through their participation and completion of the program's occupational skills training component or through other training provided by the agency or partnering agency(ies).

A **credential** is awarded in recognition of an individual's attainment of measurable technical or occupational skills necessary to obtain employment or advance within an occupation. These technical or occupational skills are generally based on standards developed or endorsed by employers. Certificates awarded by workforce investment boards (WIBs) are not included in this definition, nor are work readiness certificates because neither of them document "measurable technical or occupational skills necessary to gain employment or advance within an occupation." A variety of different public and private entities issue credentials. Please refer to Exhibit 3 Credential Resource Guide for detailed information.

*(Approval of Industry-Recognized Credential will be required prior to start of program.)*

### **Alternative Credentials**

For proposed occupational skills training program/s that do not yield a direct industry-recognized certificate consistent with Exhibit 3, youth must obtain an alternative credential (e.g., High School Diploma, GED or High School Equivalency Test (HiSet), Associate's Degree, etc.). Testing fees should be included in the proposed budget.

#### Certificates may be issued by:

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

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

#### **K. Unsubsidized Employment**

All youth must be placed in unsubsidized employment by the end of the contract.

#### **L. Exiting and Reporting Performance Outcomes**

Prior to the end of the program, youth must be post-tested in the areas of Basic Skills, National Work Readiness Credential, and Occupational Skills, obtain Industry Recognized Credential, as applicable, demonstrating a measurable level of skill attainment. These post-tests serve as a method to provide evidence of outcomes. All outcomes must be recorded in the Individual Service Strategy, as well as reported to MIS.

Once youth have attained their planned program goals and their outcomes have been reported, agency must submit Case Closure Form to Pacific Gateway. Agency must complete a Performance Management checklist and submit it to the Youth Opportunity Center (YOC). YOC staff is responsible for reviewing Performance Checklists to ensure that youth will attain performance measures. If the exit is approved, YOC staff will enter the MIS Exit form into the State's data management system.

#### **M. Supportive Services and Incentives**

These services may be provided in-kind. For examples of allowable supportive services and/or incentives that may be provided to youth, please refer to Pacific Gateway's policies on these services, or contact Pacific Gateway's WIOA Program Specialist.

#### **N. \*Required 10 Elements of WIA**

WIA requires that youth participating in WIA-funded programs have access to 10 required program elements. Note that the agency is responsible for ensuring that youth in need have access to all 10 required program elements services – whether provided directly by the agency or through a partnering agency(ies). Three of those elements are mandated through this RFP: Basic Skills Assessment, Subsidized Work Experience, and Occupational Skills Training/Industry Recognized Credential. It is not expected that every one of the above required components or elements is delivered exclusively by the contractor. Agencies should create collaborative partnerships and strategies that ensure all enrolled youth receive services that address their individual circumstances. For a detailed list of the required 10 Elements, please refer to Exhibit 2 of RFP #HR15-088

\*Under the new WIOA, these 10 elements have been expanded to 14 elements. Subcontractors should work with Pacific Gateway and community partners in ensuring that these additional program elements are available to eligible youth. Please refer to State of California Employment Development Department Workforce Services Draft Directive (WSD-117) for additional information regarding WIOA.

### **IV. PROGRAM SPECIFIC DETAILS**

***For program specific details, please refer to Exhibit B.1, Attachment F (Narrative Technical Proposal) Section F, Program Design (Overall Design and Service Delivery).***

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

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

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

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

## V. PROGRAM PERFORMANCE STANDARDS

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

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

MEASURES	TYPE	ATTAINMENT RATE
<b>Placement in Employment or Education</b>	<b>DOL</b>	<b>82%</b>
<i>Pre-placement Services Completion</i>	<i>Real-Time*</i>	92%
<i>Completion of Soft Skills Training</i>	<i>Real-Time*</i>	92%
<i>Completion of Work Readiness Training</i>	<i>Real-Time*</i>	92%
<b>Attainment of Degree or Certificate</b>	<b>DOL</b>	<b>70%</b>
<i>Attainment of H.S. Diploma or Equivalent</i>	<i>Local**</i>	
<i>Completion of Occupational Skills Training</i>	<i>Real-Time*</i>	80%
<i>Return to Secondary, Alternative, or Adult Education</i>	<i>Real-Time*</i>	80%
<b>Literacy/Numeracy Gain</b>	<b>DOL</b>	<b>64%</b>
<i>Completion of Basic Skills Training</i>	<i>Real-Time*</i>	74%

*\*Real-time Measures are those activities that will be measured during quarterly monitoring to ensure achievement of DOL measures by end of the contract.*

*\*\*This Local Measure is for tracking purposes only. Please consult Pacific Gateway's WIA Youth Program Manager if you need additional information.*

### DEPARTMENT OF LABOR (DOL) MEASURES

**PLACEMENT IN EMPLOYMENT OR EDUCATION (Placement in one of the following: Employment, Post-Secondary Education, Military or Advanced Training)  
(82% Completion Rate)**

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

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

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

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

Population – Of those not employed, in the military, or in post-secondary education at registration

Numerator – Number of youth employed, in the military or enrolled in post-secondary education and/or advanced training at the end of the program

Denominator – Number of Enrollments

**ATTAINMENT OF DEGREE OR CERTIFICATE (70% Completion Rate)**

Objective – All youth participating in the Subcontractor's program are expected to earn an industry-recognized certificate, High School Diploma or GED/HiSet.

Program Elements – Occupational skills training

Required Documentation – MIS Enrollment form, Industry-Recognized certificate

Excludes – N/A. All youth required to participate

Population – Of those enrolled in education at participation or anytime during the program

Numerator – Number of youth who attained a diploma, GED, or certificate by end of the program

Denominator – Number of Enrollments

**LITERACY/NUMERACY GAIN (64% Completion Rate)**

Objective - Youth should attain at least one basic skills goal, which represents an increase in an educational functioning level within each area of deficiency, within one year of the date set or prior to end of program (whichever comes first)

Program Elements – Basic skills remediation must be provided in each area of deficiency

Required Documentation – MIS Enrollment form (when applicable), Basic Skills Pre and Post assessments, MIS Youth Test Scores form (when applicable)

Excludes – Youth that are not deficient on their basic skills pre-test

Population – Of those out-of-school youth who are basic skills deficient

Numerator – Number of youth participants who increase one or more educational functioning

levels

Denominator – Number of Enrollments

### REAL-TIME MEASURES

#### NUMBER OF ENROLLMENTS (100% Completion Rate)

Objective – Enroll and serve total planned youth

Program Elements – Number of youth served

Required Documentation – MIS Enrollment form

Excludes – N/A

Population –All eligible youth

Numerator – Number of youth served

Denominator – Number of planned enrollments

#### COMPLETION OF PRE-PLACEMENT SERVICES (92% Completion Rate)

Objective – All enrolled youth must receive services related to employment and/or education track activities

Program Elements – Program services under employment and/or education track activities

Required Documentation – MIS Enrollment form

Excludes – N/A

Population –All youth

Numerator – Number of youth who received all services as stipulated on the proposed employment and/or education track services

Denominator – Number of youth who participated in the activity.

#### COMPLETION OF SOFT SKILLS TRAINING (92% Completion Rate)

Objective – All enrolled youth must receive soft skills training

Program Elements – Soft skills training component

Required Documentation – MIS Enrollment form

Excludes – N/A

Population –All youth

Numerator – Number of youth who completed the total number of hours comprising soft skills training

Denominator – Number of youth who participated in the activity.

**COMPLETION OF NATIONAL WORK READINESS CREDENTIAL (92% Completion Rate)**

Objective – All youth should receive National Work Readiness Credential Training and earn the National Work Readiness Credential.

Program Elements – 25-hour National Work Readiness Training (Not Industry Recognized Certificate)

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

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

Population –All youth, except those with NWRC at registration

Numerator – Number of youth who completed 25 hours

Denominator – Number of youth who participated in the activity.

**COMPLETION OF OCCUPATIONAL SKILLS TRAINING (80% Completion Rate)**

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

Program Elements – Occupational skills training

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

Excludes – N/A. All youth required to participate

Population – All youth

Numerator – Number of youth who completed the total number of hours comprising occupational skills training

Denominator – Number of youth who participated in the activity.

**COMPLETION OF BASIC SKILLS TRAINING (74% Completion Rate)**

Objective – Increased educational functioning level in basic skills areas determined deficient at pre-test

Program Elements – 50 hours of basic skills remediation

Required Documentation – MIS Enrollment form, pre-test and post-test scores, etc.

Excludes – Youth who were pre-tested as not basic skills deficient

Population – All youth tested basic skills deficient at pre-test

Numerator – Number of youth who completed 50 hours of instruction

Denominator – Number of youth who participated in the activity

**FOLLOW-UP ACTIVITY (82% Completion Rate)**

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

Program Elements – Follow-up services

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

Excludes – Youth that exit the program with a neutral outcome

**NEUTRAL OUTCOMES**

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

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

**EXPENDITURE RATE (100% Completion Rate)**

Objective – Ensure expenditure is proportionate to program services delivered and number of youth served

Program Elements – All approved costs

Required Documentation – Invoices and various supporting documentation

Excludes – Costs not included in the approved budget

Population – All submitted invoices

Numerator – Sum of all submitted invoices

Denominator – Planned expenditure

**Real-time measures/indicators** will be reviewed on a quarterly basis, and as needed, to ensure progress towards achievement of the above Youth Performance Measures. Refer to Exhibit D (Program Planning Summary) for a list of real-time measures.

In addition to the required soft skills training, work-readiness training, paid work experience, and occupational skills training, participants must receive a minimum of two additional pre-placement activities/services to ensure achievement of **employment-related** and/or **education-related outcome/s**.



**\*Employment Track** – Some examples of these activities are:

- Development of job readiness/job search plan consisting of a structured strategy towards achieving occupational goals
- Completion of resume and interview techniques workshop (one-on-one/group)

*In support of these outcomes, expected documentation will contain copies of resume, job search plan, attendance of interview techniques workshop, and other appropriate documentation.*

**\*Educational Track** –Some examples of these activities are:

- Development and completion of educational goals, e.g., attend GED/HS courses and pass a pre-test or obtain GED certificate/HS Diploma.
- Assistance in achieving educational goals as determined by any of the following documentation: completion of FAFSA application, completion of application or enrollment into a high school, college, university, vocational skills trade or certificate program.

*In support of these outcomes, expected documentation will contain copies of educational goals, pre/post-tests as they relate to the goals, completed applications (FAFSA and specific school/s), and other appropriate documentation.*

\*For additional activities not outlined on the examples above, please consult Pacific Gateway's WIA Youth Program Manager.

## **VI. CONTRACT MANAGEMENT**

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

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

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

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

1. Subcontractor will ensure that invoices are submitted on the 10<sup>th</sup> of each month and are in compliance with Project Budget (Exhibit C). If the 10<sup>th</sup> of the month falls on a Saturday or Sunday, invoice must be submitted the Friday before. Subcontractor shall submit an invoice for each month of service and invoices shall be submitted in chronological order (e.g., July, August, September, etc.). For example, Subcontractor shall not submit the September invoice unless the August invoice was previously submitted by the 10<sup>th</sup> of the following month. Pacific Gateway will not be under any obligation to pay any invoice that is submitted out of chronological order until Subcontractor takes the appropriate measures to adhere to these requirements. Subcontractor is required to participate in WIA In-Service Training and provide invoices and supporting documentation as requested by the City.

2. When Subcontractor does not incur any expenditures for the month of service, Subcontractor shall prepare an invoice as directed by Pacific Gateway so that the invoice reflects zero (\$) expenditures. Subcontractor shall submit the invoice according to the procedures outlined herein and as further directed by Pacific Gateway.
3. Subcontractor will be reimbursed for all pre-approved (reasonable and necessary) costs incurred in the operation of the program, as detailed in the Project Budget. Supporting documentation is required to justify reimbursements.
4. Subcontractor must include accruals on all monthly invoices per State of California Directive WIAD 04-15, effective March 1, 2005.
5. Subcontractor may exceed cost categories by no more than 10% between line items, provided that the difference is reduced from other account(s) within the same cost category and the total amount for each cost category remains the same. Any other budget changes must be approved by the City and through a Letter of Modification or an Amendment to the Contract submitted by the Subcontractor.
6. Invoices must be submitted to the Pacific Gateway Workforce Investment Network, 3447 Atlantic Avenue, Long Beach, CA 90807, Attention: Accounts Payable.
7. Written requests for budget changes must be submitted to the Pacific Gateway Workforce Investment Network, 3447 Atlantic Avenue, Long Beach, CA 90807, Attention: Erick Serrato, Deputy Director.
8. Subcontractor shall ensure the accuracy of each invoice.
9. Subcontractor must submit a Cost Allocation Plan or Indirect Cost Rate annually to the City.

## **B. Program Reporting**

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

5. The MMR is designed to track actual program activity (i.e. enrollment, goals, etc.) and individual participation with each Subcontractor to determine if planned performance levels are met, or if corrective action is necessary.
6. Subcontractor shall ensure the accuracy of each report.

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

1. The following documents are to be maintained in participant files by the Subcontractor:
  - a. Eligibility Documentation;
  - b. Suitability Interview;
  - c. Participant Handbook Receipt;
  - d. MIS Documentation;
  - e. Case Notes via Virtual One-Stop (VOS);
  - f. Applicable Pre & Post Tests;
  - g. Individual Service Strategy (ISS);
  - h. Participant Internship Agreement (if applicable);
  - i. Training Site Agreement (if applicable);
  - j. Copy of YOC Application;
  - k. Verification of Supervisor Orientation Form (if applicable);
  - l. Parental Medical and Emergency Consent Form;
  - m. Consent to Access Internet;
  - n. Copy of Participant Time Sheets (if applicable);
  - o. Certificate of Completion (Work-readiness and Occupational Skills);
  - p. Industry-recognized Certificates;
  - q. Progress Reports;
  - r. Participant Evaluations completed by Worksite Supervisor (if applicable);
  - s. Support Services Form/s (if applicable);
  - t. Incentive Program/Performance Form/s (if applicable);
  - u. Follow-up Services(s)
2. Subcontractor is required to immediately notify assigned Youth Academy Specialist, or in his/her absence YOC Coordinator, of any accident or injury and to submit an Incident Report regarding such occurrence.
3. Subcontractor is required to maintain all program records for a minimum of 7 years. Access to records by the awarding agency, the grantee, DOL, or the Controller Center of the United States for the purpose of audit, examination, excerpts, and transcription must be made available. Records retained for 7 years may not be destructed unless approved by the City in writing.

### **D. FINAL PROJECT SUMMARY REPORT**

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

1. Brief description of programs and services offered;
2. Challenges
3. Number of enrollments;
4. Results of Special Award Condition Corrective Action Outcomes (if applicable)
5. Total hours of paid activities for each participant;

6. Number of positive outcomes;
7. Performance outcomes met;
8. List of collaborating partners and training sites utilized, and services provided by each;
9. Recommendations for future programs; and
10. Final close-out invoice with total funds awarded and expended.

## VIII. GENERAL INFORMATION

### A. Unallowable Activities and Costs

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

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

### B. WIA Contract Clauses

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

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

### **C. Administrative Dispute Resolution**

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

### **D. Nepotism**

Subcontractor may not hire, directly or through an employing agency, a person in an administrative capacity, staff position, or on-the-job training position funded under the Act if a member of that person's immediate family is engaged in an administrative capacity for that Subcontractor.

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

## **XI. CONTINUATION OF CONTRACT:**

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

## **XII. LETTER OF MODIFICATION:**

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

1. All requests for contract modifications must be in writing and include detailed justification for such modifications.
2. The City may initiate a letter of modification at any time during the contractual term with written concurrence from the Subcontractor. Letters should be addressed to Erick Serrato, Deputy Director, Pacific Gateway Workforce Investment Network, 3447 Atlantic Avenue, Long Beach, CA 90807.
3. Budget Modification – Subcontractor may submit requests to modify its Project Budget (Exhibit C) for anticipated changes and adjustments to the line items on the budget. Any budget revision in excess of 10 percent in any budget line item will require prior written approval from Pacific Gateway. When submitting a request for budget modification, subcontractor must also submit the Program Planning Summary (Exhibit D) with Section VI – Projected Expenditure Summary reflecting the requested updates. The final deadline to request a budget revision for this project is **May 15, 2016**. Pacific Gateway reserves the right to deny any budget modification requests.
4. Program Planning Summary Revision – Subcontractor may submit requests to modify its Program Planning Summary (PPS) (Exhibit D) for anticipated changes and adjustments to the PPS. Changes to the PPS require prior written approval from Pacific Gateway. The final deadline to request a PPS revision for this project is **December 15, 2015**. Pacific Gateway reserves the right to deny any PPS revision requests; specifically, requests that

reduce the funded level of participants to be served or requests that impact Subcontractor's ability to meet the required performance measures.

5. Pacific Gateway reserves the right to allow modifications to Exhibits C and D beyond the above deadlines.

### **ADDITIONAL REQUIREMENTS/REFERENCES (CODE OF FEDERAL REGULATIONS)**

#### **§200.303 Internal Controls.**

The non-Federal entity must:

(a) Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

(b) Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.

(c) Evaluate and monitor the non-Federal entity's compliance with statutes, regulations and the terms and conditions of Federal awards.

(d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.

(e) Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75883, Dec. 19, 2014]

#### **General Procurement Standards.**

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the

financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.212 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

## **PERFORMANCE AND FINANCIAL MONITORING AND REPORTING**

### **§200.327 Financial Reporting.**

Unless otherwise approved by OMB, the Federal awarding agency may solicit only the standard, OMB-approved governmentwide data elements for collection of financial information (at time of publication the Federal Financial Report or such future collections as may be approved by OMB and listed on the OMB Web site). This information must be collected with the frequency required by the terms and conditions of the Federal award, but no less frequently than annually nor more frequently than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes, and preferably in coordination with performance reporting.

### **200.328 Monitoring and Reporting Program Performance.**

(a) *Monitoring by the non-Federal entity.* The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also §200.331 Requirements for pass-through *entities*.

(b) *Non-construction performance reports.* The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).

(1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 90 calendar days after the period of performance end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.

(2) The non-Federal entity must submit performance reports using OMB-approved governmentwide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will



contain, for each Federal award, brief information on the following unless other collections are approved by OMB:

(i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.

(ii) The reasons why established goals were not met, if appropriate.

(iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

(c) *Construction performance reports.* For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.

(d) *Significant developments.* Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the non-Federal entity must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:

(1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

(2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

(e) The Federal awarding agency may make site visits as warranted by program needs.

(f) The Federal awarding agency may waive any performance report required by this part if not needed.

### **§200.329 Reporting on Real Property.**

The Federal awarding agency or pass-through entity must require a non-Federal entity to submit reports at least annually on the status of real property in which the Federal Government retains an interest, unless the Federal interest in the real property extends 15 years or longer. In those instances where the Federal interest attached is for a period of 15 years or more, the Federal awarding agency or pass-through entity, at its option, may require the non-Federal entity to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a Federal awarding agency or pass-through entity may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years).

## **SUBRECIPIENT MONITORING AND MANAGEMENT**

### **§200.330 Subrecipient and Contractor Determinations.**

The non-Federal entity may concurrently receive Federal awards as a recipient, a subrecipient, and a contractor, depending on the substance of its agreements with Federal awarding agencies and pass-through entities. Therefore, a pass-through entity must make case-by-case determinations whether each agreement it makes for the disbursement of Federal program funds casts the party receiving the funds in the role of a subrecipient or a

contractor. The Federal awarding agency may supply and require recipients to comply with additional guidance to support these determinations provided such guidance does not conflict with this section.

(a) *Subrecipients*. A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient. See §200.92 Subaward. Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:

(1) Determines who is eligible to receive what Federal assistance;

(2) Has its performance measured in relation to whether objectives of a Federal program were met;

(3) Has responsibility for programmatic decision making;

(4) Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and

(5) In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

(b) *Contractors*. A contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the contractor. See §200.22 Contract. Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the non-Federal entity receiving the Federal funds:

(1) Provides the goods and services within normal business operations;

(2) Provides similar goods or services to many different purchasers;

(3) Normally operates in a competitive environment;

(4) Provides goods or services that are ancillary to the operation of the Federal program; and

(5) Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

(c) *Use of judgment in making determination*. In determining whether an agreement between a pass-through entity and another non-Federal entity casts the latter as a subrecipient or a contractor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward or a procurement contract.

### **§200.331 Requirements for Pass-Through entities.**

All pass-through entities must:

(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

(1) Federal Award Identification.

(i) Subrecipient name (which must match the name associated with its unique entity identifier);

(ii) Subrecipient's unique entity identifier;

(iii) Federal Award Identification Number (FAIN);

(iv) Federal Award Date (see §200.39 Federal award date);

(v) Subaward Period of Performance Start and End Date;

- (vi) Amount of Federal Funds Obligated by this action;
- (vii) Total Amount of Federal Funds Obligated to the subrecipient;
- (viii) Total Amount of the Federal Award;
- (ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official,
- (xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
- (xii) Identification of whether the award is R&D; and
- (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).

(2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.

(3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;

(4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a de minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (f) of this part.

(5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and

(6) Appropriate terms and conditions concerning closeout of the subaward.

(b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:

(1) The subrecipient's prior experience with the same or similar subawards;

(2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program;

(3) Whether the subrecipient has new personnel or new or substantially changed systems; and

(4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).

(c) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in §200.207 Specific conditions.

(d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

(1) Reviewing financial and performance reports required by the pass-through entity.

(2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.

(3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.

(e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

(1) Providing subrecipients with training and technical assistance on program-related matters; and

(2) Performing on-site reviews of the subrecipient's program operations;

(3) Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.

(f) Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

(g) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.

(h) Consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this part and in program regulations.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

### **§200.332 Fixed Amount Subawards.**

With prior written approval from the Federal awarding agency, a pass-through entity may provide subawards based on fixed amounts up to the Simplified Acquisition Threshold, provided that the subawards meet the requirements for fixed amount awards in §200.201 Use of grant agreements (including fixed amount awards), cooperative agreements, and contracts.

### **§200.421 Advertising and Public Relations.**

(a) The term advertising costs means the costs of advertising media and corollary administrative costs. Advertising media include magazines, newspapers, radio and television, direct mail, exhibits, electronic or computer transmittals, and the like.

(b) The only allowable advertising costs are those which are solely for:

(1) The recruitment of personnel required by the non-Federal entity for performance of a Federal award (See also §200.463 Recruiting costs);

(2) The procurement of goods and services for the performance of a Federal award;

(3) The disposal of scrap or surplus materials acquired in the performance of a Federal award except when non-Federal entities are reimbursed for disposal costs at a predetermined amount; or

(4) Program outreach and other specific purposes necessary to meet the requirements of the Federal award.

(c) The term "public relations" includes community relations and means those activities dedicated to maintaining the image of the non-Federal entity or maintaining or promoting

understanding and favorable relations with the community or public at large or any segment of the public.

(d) The only allowable public relations costs are:

(1) Costs specifically required by the Federal award;

(2) Costs of communicating with the public and press pertaining to specific activities or accomplishments which result from performance of the Federal award (these costs are considered necessary as part of the outreach effort for the Federal award); or

(3) Costs of conducting general liaison with news media and government public relations officers, to the extent that such activities are limited to communication and liaison necessary to keep the public informed on matters of public concern, such as notices of funding opportunities, financial matters, etc.

(e) Unallowable advertising and public relations costs include the following:

(1) All advertising and public relations costs other than as specified in paragraphs (b) and (d) of this section;

(2) Costs of meetings, conventions, convocations, or other events related to other activities of the entity (see also §200.432 Conferences), including:

(i) Costs of displays, demonstrations, and exhibits;

(ii) Costs of meeting rooms, hospitality suites, and other special facilities used in conjunction with shows and other special events; and

(iii) Salaries and wages of employees engaged in setting up and displaying exhibits, making demonstrations, and providing briefings;

(3) Costs of promotional items and memorabilia, including models, gifts, and souvenirs;

(4) Costs of advertising and public relations designed solely to promote the non-Federal entity.

**8/4/2015 MH**

**Exhibit C**  
**City of Long Beach**  
**Department of Human Resources**  
**Pacific Gateway Workforce Investment Network**  
**Program Budget**

**Agency Name** United Cambodian Community

**Address** 2201 E. Anaheim St. Suite 200, Long Beach, CA 90804

**Telephone Number** 562-433-2490

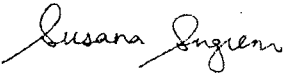
**Fax Number** 562-433-0564

**Email Address** admin@ucclb.org

**Fiscal Contact Person** Susana Sngiem

**Federal ID Number** 95-3442295

**Agency Fiscal Year** 7/1/15-3/30/16

**Agency Approval**   
 Signature of Approving Agency Representative

**Agreement Information**

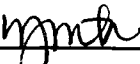
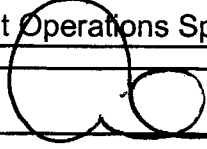
**Budget Period** 6/4/15-6/30/16 **Contact #** \_\_\_\_\_

**Effective Date** 6/4/2015 **CFDA #** 17.259

**Budget Modification Number** \_\_\_\_\_

**Funding Source** WIA Youth - CDWYTH 15

**Project Name** WIA Youth Academy PY15-16

<b>City of Long Beach/Pacific Gateway Workforce Investment Network Approval</b>			
<b>Reviewed By</b>	<u>Mildred Mota, Grant Operations Specialist </u>	<b>Date</b>	<u>8/20/15</u>
<b>Fiscal Approval Signature</b>	<u></u>	<b>Date</b>	<u>8/26/15</u>
<b>Print Name and Title</b>	<u>Erick Serrato, Deputy Director</u>		

Budget Detail

Agency Name: United Cambodian Community

Account 100 - Approved In-Direct Cost Rate								
Cognizant Agency								
Expiration Date								
Description		Grant Funded			In-Kind		Total	
		Approved % Rate	Request		Request			
Approved In-Direct Cost Rate								-
Rate Type								-
Rate Type								-
<b>Total</b>								-

Account 200 - Salaries & Wages								
Position	Title	Employee Name	Grant Funded			In-Kind		Total
			Monthly Salary	% of Time	Request	% of Time	Request	
Position A	Project Director	Susana Sngiem	4,375.00	15.00%	7,875.00	10.00%	5,250.00	13,125.00
Position B	Education Career Advisor	Keo Uy	2,426.67	50.00%	14,560.02		-	14,560.02
Position C	Case Manager	Davisna Oum	2,426.67	25.00%	7,280.01		-	7,280.01
Position D	Case Manager	Andrea Soqui	2,426.67		-	40.00%	11,648.02	11,648.02
Position E	Case Manager	Ashley Adamkowski	2,426.67		-	40.00%	11,648.02	11,648.02
Position F	Career/Job Counselor	Provided by ACCORD						-
Position G	Data Management/Clerical	Provided by ACCORD						-
<b>Total</b>					29,715.03		28,548.04	58,261.07

Account 201 - Fringe Benefits (capture all proposed positions)								
Description	Grant Funded			In-Kind		Total		
	% Rate	Request		% Rate	Request			
<b>Position A - Susana Sngiem</b>								
FICA	6.20%	488.25				488.25		
Workmen's Compensation		119.24				119.24		
Health & Welfare						-		
Retirement or Pension						-		
Other SUI		434.00				434.00		
Medicare	1.45%	114.19						
<b>Position B - Keo Uy</b>								
FICA	6.20%	902.72				902.72		
Workmen's Compensation		153.52				153.52		
Health & Welfare						-		
Retirement or Pension						-		
Other SUI		434.00				434.00		
Medicare	1.45%	211.12				211.12		
<b>Position C - Davisna Oum</b>								
FICA	6.20%	451.36				451.36		
Workmen's Compensation		76.76				76.76		
Health & Welfare		1,012.48				1,012.48		
Retirement or Pension						-		
Other SUI		434.00				434.00		
Medicare	1.45%	105.56				105.56		
<b>Position D - Andrea Soqui</b>								
FICA				6%	451.36	451.36		
Workmen's Compensation						-		
Health & Welfare						-		
Retirement or Pension						-		
Other SUI					434.00	434.00		
Medicare					105.56	105.56		
<b>Position E - Ashley Adamkowski</b>								
FICA				6%	451.36	451.36		
Workmen's Compensation						-		
Health & Welfare						-		
Retirement or Pension						-		
Other SUI					434.00	434.00		
Medicare					105.56	105.56		
<b>Position F - Career/Job Counselor (Provided by ACCORD)</b>								
FICA						-		
Workmen's Compensation						-		
Health & Welfare						-		
Retirement or Pension						-		
Other SUI						-		
<b>Position G - Data Management/Clerical (Provided by ACCORD)</b>								
FICA						-		
Workmen's Compensation						-		
Health & Welfare						-		
Retirement or Pension						-		

Other SUI					
<b>Total</b>			4,937.20	1,981.84	6,804.85

**Account 300 - Operating Costs**

Description	Grant Funded		In-Kind		Total
	Quantity/Price	Request	Quantity/Price	Request	
Office materials	30/\$4	\$120			120.00
					-
					-
<b>Subcontractors/Partnerships</b>					-
<b>ACCORD Subcontract</b>					-
Career/Job Conunselor (Kirsten Hale)	\$4,166.66/month at 50%	24,999.96			24,999.96
Data Management/Clerical (Jessica Ku)	\$5,000/month at 50%	27,000.00			27,000.00
Fringe Benefits - Kirsten Hale	FICA at 6.2%	1,550.00			1,550.00
	Workmen's Compensation	506.00			506.00
	Health & Welfare Insurance	3,000.00			3,000.00
	Other SUI	434.00			434.00
	Meidcare at 1.45%	362.50			362.50
Fringe Benefits - Jessica Ku	FICA at 6.2%	1,674.00			1,674.00
	Workmen's Compensation	594.00			594.00
	Health & Welfare Insurance	3,000.00			3,000.00
	Other SUI	434.00			434.00
	Meidcare at 1.45%	391.50			391.50
<b>Direct Participant Related Costs</b>					
C.N.A. Training	\$2,797*20	55,940.00			55,940.00
CA Food Handler Training and Testing	\$15*10	150.00			150.00
CPR and First Aid	\$55*10	550.00			550.00
NRF Retail and Customer Service Training and Testing	\$2,500*1	2,500.00			2,500.00
Resume and Interview Skills Workshop Series	\$1,500*3	4,500.00			4,500.00
<b>Total</b>		<b>\$127,706</b>			<b>127,705.96</b>

**Direct Participant Related Costs**

**Account 400 - Program Costs**

List of Components/Services	Activities as Applicable	Grant Funded		In-Kind		Total
		Quantity/Price	Request	Quantity/Price	Request	
<b>For Connected Youth</b>						
Skills Development						-
Soft Skills Training						-
Job Placement						-
Leadership Development						-
Enter Other Activities						-
Enter Other Activities						-
Enter Other Activities						-
<b>For Disconnected Youth</b>						
Skills Development						-
Soft Skills Training						-
Career Assessment						-
Education Planning						-
Placement into GED Programs	Enrollment in to GED	\$200*10	2,000.00			2,000.00
	Test	\$210*10	2,100.00			2,100.00
Leadership Development						-
Enter Other Activities						-
Enter Other Activities						-
Enter Other Activities						-
<b>Total</b>			<b>4,100.00</b>			<b>4,100.00</b>

**Account 401 - Work Experience**

Description	Grant Funded		In-Kind		Total
	Quantity/Price	Request	Quantity/Price	Request	
Youth Wages (\$10.00/hour)	30 youth for \$10/hr for 100 hours	30,000.00			30,000.00
					-
Fringe Benefits: FICA	6.20%	1,860.00			1,860.00
Fringe Benefits: Medicare	1.45%	435.00			435.00
Fringe Benefits: Workers Compensation	\$124.10/participant for 20 youth \$106.10/participant for 10 youth	3,548.00			3,548.00
Fringe Benefits: Payroll Costs (In-Kind Only)			30 participants	156.00	156.00
<b>Total</b>		<b>35,843.00</b>		<b>156.00</b>	<b>35,999.00</b>

**Account 402 - Training, Training Materials and Supplies (Direct Participant Related)**

Description	Grant Funded	In-Kind	Total
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Description		Quantity/Price	Request	Quantity/Price	Request	Total
<b>Training</b>						-
						-
						-
						-
						-
<b>Training Materials and Supplies</b>						-
	Soft Skills Training Supplies		200.00			200.00
	Soft Skills Training Materials	\$25*30	750.00			750.00
						-
						-
<b>Total</b>			950.00		-	950.00

<b>Account 501 - Incentives (In-Kind Only)</b>				
Description	Grant Funded	In-Kind		Total
		% Rate	Request	
Incentives				-
				-
<b>Total</b>			-	-

<b>Account 502 - Supportive Services (In-Kind Only)</b>				
Description	Grant Funded	In-Kind		Total
		% Rate	Request	
Supportive Services				-
Mental Health Services		\$52/hour	10,000.00	10,000.00
				-
<b>Total</b>			10,000.00	10,000.00

Grand Total	203,251.19	40,683.88	243,820.88
	Grant Funded	In-Kind	Total

Total Grant Funded Requested Amount	203,251.19
Planned # of Youth Served	30
Cost Per Slot	6,775.04



**Projected Expenditure Summary**

Please provide your agencies planned monthly expenditures.

<b>Contract Budget</b>	<b>\$</b>	<b>203,251.19</b>												
<b>Month</b>	<b>1st Quarter</b>						<b>2nd Quarter</b>							
	<b>June/July-2015</b>	<b>August-15</b>	<b>September-15</b>	<b>October-15</b>	<b>November-15</b>	<b>December-15</b>								
<b>Planned Month Billing</b>	\$ 8,239.82	\$ 8,589.44	\$ 36,232.94	\$ 9,850.32	\$ 16,126.94	\$ 19,607.94								
<b>YTD</b>	\$ 8,239.82	\$ 16,829.26	\$ 53,062.20	\$ 62,912.52	\$ 79,039.46	\$ 98,647.40								
<b>Budget Balance</b>	\$ 195,011.37	\$ 186,421.93	\$ 150,188.99	\$ 140,338.67	\$ 124,211.73	\$ 104,603.79								
<b>Month</b>	<b>3rd Quarter</b>						<b>4th Quarter</b>							
	<b>January-16</b>	<b>February-16</b>	<b>March-16</b>	<b>April-16</b>	<b>May-16</b>	<b>June-16</b>								
<b>Planned Month Billing</b>	\$ 43,430.32	\$ 16,143.94	\$ 15,681.94	\$ 14,809.32	\$ 8,262.94	\$ 6,275.33								
<b>YTD</b>	\$ 142,077.72	\$ 158,221.66	\$ 173,903.60	\$ 188,712.92	\$ 196,975.86	\$ 203,251.19								
<b>Budget Balance</b>	\$ 61,173.47	\$ 45,029.53	\$ 29,347.59	\$ 14,538.27	\$ 6,275.33	\$ (0.00)								
<b>Contract Balance</b>	<b>\$</b>	<b>(0.00)</b>												

05-15

**EXHIBIT D**  
**Program Planning Summary (PPS) for Out-of-School Youth, PY 2015-16 - UNITED CAMBODIAN COMMUNITY**

			PLANNED				
ENROLLMENTS	TYPE		1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Contract Goal
# of New	Real-Time	CalJobs Enrollment	10	10	10		100%
# of Exits	Real-Time	CalJobs Exit			10	20	100%
			PLANNED				
EDUCATION ACTIVITIES & OUTCOMES	TYPE		1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Contract Goal
# Started Participation in Basic Skills Remediation	Real-Time	414 - -	100%	100%	100%	100%	100% <i>(BSD Youth Only)</i>
# Completion of Basic Skills Remediation	Real-Time	414 - 1					74%
Literacy/Numeracy Gain	DOL	Youth Test Score					64%
# Started Participaton in Alternative Secondary	WIB	415 - 1					Tracking Only
# Started Participaton in Adult Education	WIB	418 - 1					Tracking Only
Attainment of H.S. Diploma or Equivalent <i>(Those who returned to secondary school)</i>	WIB						Tracking Only
A) H.S. Diploma	WIB	HSD - 1					Tracking Only
B) GED	WIB	GED - 1					Tracking Only
			PLANNED				
WORK READINESS ACTIVITIES & OUTCOMES	TYPE		1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Contract Goal
# Started Participation in Soft Skills Workshop	Real-Time	401 SFWK -	10	10	10		100%
# Completion of Soft Skills Workshop	Real-Time	401 SFWK 1		10	10	8	92%
# Started Participation in Work Readiness Training (NWRC)	Real-Time	401 NWR -	10	10	10		100%
# Completion of Work Readiness Training (NWRC)	Real-Time	401 NWR 1	5	15	8		92%
Attainment of National Work Readiness Credential (NWRC)	WIB	NWRC - 1					Tracking Only
			PLANNED				
TRAINING ACTIVITIES & OUTCOMES	TYPE		1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Contract Goal
# Started Participation in Occupational Skills Training	Real-Time	430 - -	10	10	10		100%
# Completion of Occupational Skills Training	Real-Time	430 - 1		8	8	8	80%
Attainment of Idustry Recognized Certificate	WIB	IRC - 1			20	4	80%
			PLANNED				
EMPLOYMENT ACTIVITIES & OUTCOMES	TYPE		1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Contract Goal
# Started Participation in Paid Work Experience	Real-Time	425 - -		10	10	10	100%
# Completion of Paid Work Experience (100 hrs min.)	Real-Time	425 - 1		10	10	10	Tracking Only
# Completion of Pre-placement Services <i>(e.g. Resume, Job Application, FAFSA, Mock Interview Evaluation)</i>	Real-Time	402 PPS 1		10	9	9	92%
Placement in Employment or Education	DOL				10	15	82%
A) Placement in Employment	WIB	PEMP - 1					Tracking Only
B) Placement in Education	WIB	PPED - 1					Tracking Only