

CONTRACT
35016

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3 THIS CONTRACT ("Contract") is made and entered into, in duplicate,
4 effective as of June 27, 2018, for reference purposes only, pursuant to a minute order
5 adopted by the City Council of the City of Long Beach at its meeting held on June 12, 2018,
6 by and between NURSES' DEVELOPMENT CENTER, INC., a California corporation
7 ("Contractor"), with offices located at 6101 Ball Road, Suite 202, Cypress, California 90630,
8 and the CITY OF LONG BEACH, a municipal corporation ("City") and administering entity
9 for Pacific Gateway Workforce Investment Network.

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

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

23 WHEREAS, the Application was approved by the State and a Workforce
24 Investment Act/Workforce Innovation and Opportunity Act subgrant has been executed by
25 and between the State and the City authorizing such programs and providing the funding
26 therefore under Workforce Investment Act/Workforce Innovation and Opportunity Act
27 Master Subgrant Agreement which has been designated as K8106641 CFDA No. 17.258,
28 17.259, 17.278 the ("Prime Contract"); and

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

4 WHEREAS, City is willing to utilize Contractor to provide vocational skills
5 training and educational support in various sectors to Pacific Gateway participants;

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

8 1. DOCUMENT INCORPORATION.

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

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

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

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

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

1 by each party under the Contract Documents.

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

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

8 2. TERM.

9 A. The term of this Contract ("Term") shall be deemed to have
10 commenced as of October 1, 2017, and unless sooner terminated pursuant to the
11 provisions hereof, shall terminate on September 30, 2020. Either of the parties
12 hereto shall have the right to terminate this Contract in its entirety at any time during
13 the Term for any or no reason whatsoever by giving fifteen (15) days prior written
14 notice of termination to the other party. City shall have the additional right to cancel
15 any part of this Contract at any time during the Term for any reason whatsoever by
16 giving fifteen (15) days' notice of such cancellation to the Contractor.

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

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

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

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

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

20 4. PERFORMANCE REVIEW.

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

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

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

8 5. CONTRACT AMOUNT AND PAYMENT.

9 A. The total amount which shall be payable by City to Contractor
10 for Contractor's allowable services during the Term shall not exceed Four Hundred
11 Thousand Dollars (\$400,000).

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

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

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

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

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

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

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

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

3 6. RECORDS.

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

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

15 7. FINANCIAL REPORTS.

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

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

8 8. ACCOUNTING PROCEDURES.

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

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

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

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

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

28 (c) Maintain bank validated copies for every deposit

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

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

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

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

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

(c) Approve employee time sheets.

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

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

(a) Original invoice from each vendor.

(b) Indication by signature and date of an authorized employee that the goods or services were received by the Contractor. This may be done on a separate receiving report, a copy of a packing slip or on the invoice itself.

(c) Indication that the goods or services were approved for purchase by an authorized individual. This should be by signature and date and should appear on the invoice or on the purchase order or purchase requisition, if such is used by the

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Contractor.

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

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

(a) Bank statements and bank reconciliations.

(b) Deposit slips and supports.

(c) Checks and supports.

(d) Time sheets or documentation to verify

Contractor's labor costs.

(e) Cash receipts and cash disbursement journals.

(f) Requests for reimbursement and supports.

(g) Financial statements.

(h) Maintain and file all required tax and personnel

reports with appropriate agencies.

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

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

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

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

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

23 11. INDEMNITY.

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

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

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

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

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

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

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

- 4 A. Compliance with requirements and/or regulations related to
5 patent rights, copyrights, and rights in data;
- 6 B. Maintenance of records for 7 years;
- 7 C. The Equal Employment Opportunity Act provisions;
- 8 D. The Americans with Disabilities Act of 1990;
- 9 E. The Contract Work Hours and Safety Standards Act;
- 10 F. The Clean Air Act and Environmental Protection Agency
11 regulations;
- 12 G. The Energy Policy Conservation Act;
- 13 H. The Byrd Anti-Lobbying Amendment;
- 14 I. Veteran's Priority Provisions;
- 15 J. Whistle Blower Protection;
- 16 K. Buy American Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 statement as a condition of employment on this Contract:

2 D. Payments due Contractor may be subject to suspension or
3 termination for failure to carry out the requirements of Government Code Sections
4 8350 et seq. and 29 CFR Part 98, Debarment and Suspension; Drug Free
5 Workplace. As provided in Government Code Section 8357, the City shall not be
6 required to ensure that Contractor provides a drug-free workplace.

7 15. NONDISCRIMINATION.

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

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

28 16. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in

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

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

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

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

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

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

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

27 17. CONFIDENTIALITY.

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

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

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

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

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

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

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

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

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

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

1 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
2 postage prepaid, addressed to Consultant at the address first stated above, and to the City
3 at 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager with a
4 copy to the Pacific Gateway's Executive Director at 3447 Atlantic Avenue, Long Beach, CA
5 90806. Notice of change of address shall be given in the same manner as stated for other
6 notices. Notice shall be deemed given on the date deposited in the mail or on the date
7 personal delivery is made, whichever occurs first.

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

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

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

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

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

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

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

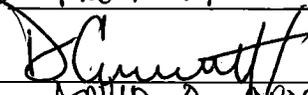
6 25. AUTHORIZATION TO EXECUTE. Contractor warrants and affirms to
7 City that any and all persons signing this Contract are authorized and empowered to so
8 sign and that the execution of this Contract by such person or persons does bind Contractor
9 to all terms, covenants and conditions of this Contract.

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

13
14 7/23
15 _____, 2018

NURSES' DEVELOPMENT CENTER,
INC., a California corporation
By 
Name ARMINIA CROCKETT
Title PRESIDENT

16
17 7/23
18 _____, 2018

By 
Name DAVID O. CROCKETT
Title SECRETARY

"Contractor"

19
20
21
22 8/10
23 _____, 2018

CITY OF LONG BEACH, a municipal
corporation
By 
City Manager

"City"

24
25 This Contract is approved as to form on August 8, 2018.

26
27 CHARLES PARKIN, City Attorney
28 By 
Deputy

EXHIBIT A

WIOA SUBGRANT AGREEMENT

City of Long Beach, Pacific Gateway

SUBGRANT NO: K8106641
MODIFICATION NO: 1
SUBRECIPIENT CODE: LBC
UNIQUE ENTITY NO: 557398141
INDIRECT COST RATE: N/A

PASS-THROUGH ENTITY:

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

SUBRECIPIENT: City of Long Beach, Pacific
Gateway
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 Pass-through Entity, and the **City of Long Beach, Pacific Gateway**, hereinafter the Subrecipient. The Subrecipient agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved Workforce Innovation and Opportunity Act (WIOA) Local Plan for the above named Pass-through Entity filed with the Pass-through Entity pursuant to the WIOA. This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

Funding Detail Chart
Rapid Response Layoff Aversion
Rapid Response by Formula
Dislocated Worker Rd 1
Adult Formula RD 1

ALLOCATION(s)

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

PRIOR AMOUNT	\$1,751,989.00
INCREASE/DECREASE:	\$462,640.00
TOTAL:	\$2,214,629.00

TERM OF AGREEMENT

From: 4/1/2017 To: 6/30/2019

Terms of Exhibits are as designated on each exhibit

PURPOSE: The purpose of this modification is to add Round 1 funds into Grant Codes 201 (Adult), 501 (Dislocated Worker), 540 (Rapid Response by Formula), and 292 (Layoff Aversion).

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

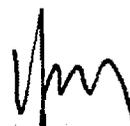
APPROVED FOR SUBRECIPIENT (By Signature)
Unilateral modification. Subrecipient Signature not required

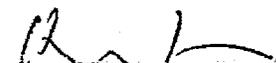

Name and Title
JAIME GUTIERREZ
CHIEF
CENTRAL OFFICE WORKFORCE SERVICES
DIVISION

Name and Title

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

This agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal. Atty. Gen 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance


Signature of EDD Accounting Officer


Signature of EDD Contract Officer

Budget Item: 7100
Chapter: 000

Fund: 0889
Statute: 2017

Budgetary Attachment: No
FY: 17/18

SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

SUBGRANT NO:K8106641
MODIFICATION NO:1

City of Long Beach, Pacific Gateway

I. Allocation

Funding Source	Prior Amount	Increase	Decrease	Adjusted Allocation
WIA/WIOA 25% - Dislocated Worker Rapid Response				
96218 292 Rapid Response Layoff Aversion 07/01/2017 to 06/30/2018 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$0.00	\$19,919.00	\$0.00	\$19,919.00
96218 540 Rapid Response by Formula 07/01/2017 to 06/30/2018 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$0.00	\$70,623.00	\$0.00	\$70,623.00
Total WIA/WIOA 25% - Dislocated Worker Rapid Response	\$0.00	\$90,542.00	\$0.00	\$90,542.00
WIA/WIOA Formula				
96158 201 Adult Formula RD 1 07/01/2017 to 06/30/2019 Prog/Element 61/90 Ref 101 Fed Catlg 17.258	\$0.00	\$203,059.00	\$0.00	\$203,059.00
96108 301 Youth Formula Rd 1 04/01/2017 to 06/30/2019 Prog/Element 61/90 Ref 101 Fed Catlg 17.259	\$1,751,989.00	\$0.00	\$0.00	\$1,751,989.00
96208 501 Dislocated Worker Rd 1 07/01/2017 to 06/30/2019 Prog/Element 61/90 Ref 101 Fed Catlg 17.278	\$0.00	\$169,039.00	\$0.00	\$169,039.00
Total WIA/WIOA Formula	\$1,751,989.00	\$372,098.00	\$0.00	\$2,124,087.00
Grand Total:	\$1,751,989.00	\$462,640.00	\$0.00	\$2,214,629.00

NARRATIVE

**SUBGRANT NO:K8106641
MODIFICATION NO: 1**

**SUBRECIPIENT:City of Long Beach, Pacific Gateway
FAIN NO: AA-30733-17-55-A-6
FEDERAL AWARD DATE: 7/19/2017
FUNDING SOURCE: Adult Formula RD 1 - 201**

TERM OF THESE FUNDS: 07/01/2017 - 06/30/2019

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

PROGRAM NARRATIVE

Workforce Innovation and Opportunity Act (WIOA) Adult Formula funds are being incorporated into the Program Year (PY) 2017-18 Subgrant Agreement to support the WIOA Adult Program. The funds in grant code 201 consist of 1st round funding and are available for expenditure from July 1, 2017 through June 30, 2019. FAIN Number AA-30733-17-55-A-6.

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

WIOA (2015)

NARRATIVE

SUBGRANT NO:K8106641
MODIFICATION NO: 1

SUBRECIPIENT:City of Long Beach, Pacific Gateway
FAIN NO: AA-30733-17-55-A-6
FEDERAL AWARD DATE: 7/19/2017
FUNDING SOURCE: Dislocated Worker Rd 1 - 501

TERM OF THESE FUNDS: 07/01/2017 - 06/30/2019

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

PROGRAM NARRATIVE

Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Formula funds are being incorporated into the Program Year (PY) 2017-18 Subgrant Agreement to support the WIOA Dislocated Worker Program. The funds in grant code 501 consist of 1st round funding and are available for expenditures from July 1, 2017 through June 30, 2019. FAIN No. AA-30733-17-55-A-6.

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

WIOA (2015)

NARRATIVE

**SUBGRANT NO:K8106641
MODIFICATION NO: 1**

**SUBRECIPIENT:City of Long Beach, Pacific Gateway
FAIN NO: AA-30733-17-55-A-6
FEDERAL AWARD DATE: 7/19/2017
FUNDING SOURCE: Rapid Response by Formula - 540**

TERM OF THESE FUNDS: 07/01/2017 - 06/30/2018

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

PROGRAM NARRATIVE

These Workforce Innovation and Opportunity Act (WIOA) 25 percent Rapid Response (RR) funds are being incorporated into your Program Year (PY) 2017-18 Subgrant Agreement to support the WIOA Dislocated Worker Program. The funds in grant code 540 consist of 1st round funding and are available for expenditures from July 1, 2017 to June 30, 2018. These "formula based" Rapid Response funds (see WSIN15-51) must be used for the cost of required and allowable Rapid Response activities in response to layoffs, business closures, and natural disasters. FAIN Number AA-30733-17-55-A-6.

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

WIOA (2015)

NARRATIVE

**SUBGRANT NO:K8106641
MODIFICATION NO: 1**

**SUBRECIPIENT:City of Long Beach, Pacific Gateway
FAIN NO: *****
FEDERAL AWARD DATE:
FUNDING SOURCE: Rapid Response Layoff Aversion - 292**

TERM OF THESE FUNDS: 07/01/2017 - 06/30/2018

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

PROGRAM NARRATIVE

Layoff Aversion funds are being incorporated into the Program Year (PY) 2017-18 Subgrant Agreement to support the Layoff Aversion Program. These funds will support local areas through a high performing Rapid Response strategy, which will emphasize coordinated efforts to avert layoffs in the effort to save jobs. The term of these funds are from July 1, 2017 to June 30, 2018. FAIN Number AA-30733-17-55-A-6.

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.

NIOA (2015)

EXHIBIT B

TRAINING PROPOSAL FOR Nurse Assistant Training Program

Submission Date: 06/18/2018

Contact Name and Title: Andre Santos

Email and Phone: andre@nursesdevelopmentcenter.com (562) 403-2115

Vendor Name	Nurses' Development Center, Inc.
Course or Program Name/Title	Nurse Assistant Training Program (NATP) or Certified Nurse Assistant (CNA)
Executive Summary (250 words or less)	<p>This program includes 160 hours of training in class and hands on skills training in order to obtain a certification by the State to be able to be employed at the following settings listed below:</p> <p><u>Facilities:</u> Hospital, Skilled Nursing, Hospice, Home Health, Convalescent Hospital, Assisted Living</p>
Components	<p>Theory Module #1 Introduction Theory Module #2 Patient's Rights Theory Module #3 Communication/Interpersonal Skills Theory Module #4 Prevention and Management of Catastrophe and Unusual Occurrences Theory Module #5 Body Mechanics Theory Module #6 Medical and Surgical Asepsis Theory Module #7 Weights and Measures Theory Module #8 Patient Care Skills Theory Module #9 Patient Care Procedures Theory Module #10 Vital Signs Theory Module #11 Nutrition Theory Module #12 Emergency Procedures Theory Module #13 Long-Term Care Resident Theory Module #14 Rehabilitation Nursing Theory Module #15 Observation and Charting Theory Module #16 Death and Dying Theory Module #17 Abuse Skills Module #2 Body Resident's Rights Skills Module #4 and 12 Emergency Procedures and Prevention of Catastrophe Skills Module #5 Body Mechanics Skills Module #6 Medical and Surgical Asepsis Skills Module #7 Weight and Measures</p>

	Skills Module #8 Patient Care Skills Skills Module #9 Resident Care Procedures Skills Module #10 Vital Signs Skills Module #11 Nutrition Skills Module #13 Long-Term Care Resident Skills Module #14 Rehabilitative/Restorative Care Skills Module #15 Observation and Charting Basic Life Support/ CPR/First Aid/AED Networking with Employers
Course Presenters (Attach resume for each presenter)	<ul style="list-style-type: none"> • Josue Gomez • Jean Guy Cote
Target Audience	Adults, 18 years + high school diploma or GED equivalent required
Course Length # of Days/Hours	22 days 8 hours each day
Expected Customer Outcomes (100 Words or less)	Completion of Training Certificate State issued Certificate – valid for 2 years Basic Life Support Card/Certificate – valid for 2 years
Location(s) for Course Delivery	Theory: Nurses' Development Center in Cypress Clinical Site: Long Beach, Anaheim, San Pedro, Seal Beach and La Habra as assigned.
Needs for Course Implementation	None – we supply all materials
Type of Industry-Related Certificate (A program or a single course must lead to a credential or State license):	Certified Nurse Assistant Certificate
Issuing body for the credential or license:	California Department of Public Health
COST INFORMATION:	
Cost	\$2545.00 per additional student
Cost per Cohort	\$25,450.00 Cohort of 10 students
<i>Class Limit</i>	Maximum class size of 15 students; 7 Minimum