

CONTRACT

32785

THIS CONTRACT ("Contract") is entered into, in duplicate, effective as of June 29, 2012, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on June 19, 2012, by and between CENTRO COMMUNITY HISPANIC ASSOCIATION, INC., a Non-Profit Corporation with offices located at 1900 Atlantic Avenue, 2nd Floor, Long Beach, CA 90806, ("Contractor") and the CITY OF LONG BEACH, a municipal corporation ("City") and administering entity for Pacific Gateway Workforce Investment Network.

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

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

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

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

1.4 City is willing to utilize Contractor to provide contract services to

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

1 support WIA Out-Of-School Youth Services.

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

4 Section 1. DOCUMENT INCORPORATION.

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

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

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

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

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

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

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

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

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

7 SECTION 2. TERM.

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

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

24 SECTION 3. AWARD UNDER SPECIAL CONDITIONS.

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

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

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

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

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

17 SECTION 4. PERFORMANCE REVIEW.

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

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

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

4 SECTION 5. CONTRACT AMOUNT AND PAYMENT.

5 The total amount which shall be payable by City to Contractor for
6 Contractor's allowable services during the Term shall not exceed One Hundred Thirty
7 Thousand Dollars (\$130,000.00).

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

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

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

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

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

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

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

22 SECTION 6. RECORDS.

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

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

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

5 SECTION 7. FINANCIAL REPORTS.

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

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

25 SECTION 8. ACCOUNTING PROCEDURES.

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

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

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

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

12 1. Deposit all receipts in the bank account promptly and intact.
13 (Do not pay any expense directly out of cash receipts).

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

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

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

23 1. Receipt for goods and services provided to Contractor.
24 2. Approve the purchase of goods and services for Contractor.
25 3. Approve employee time sheets.
26 4. Each above function shall be designated to a different
27 employee.

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

1 include:

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

10 D. Maintain a copy of each invoice submitted to the Operations Division

11 with copies of all supporting documents.

12 E. Maintain the following records in an orderly fashion by grant period

13 or Contractor's fiscal year:

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

22 F. Maintain and file all required tax and personnel reports with

23 appropriate agencies.

24 G. Contractor must adhere to all audit requirements as outlined in

25 Contractor's respective OMB Circular, 29 CFR 95, and 29 CFR Part 96, and A 133, 29

26 CFR 97.26 and 29 CFR 95.26 as applicable.

27 All invoices and billings will be considered final and must be submitted

28 within forty-five (45) calendar days from the end of the Term. Resolution of disputed

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

4 SECTION 9. INDEPENDENT CONTRACTOR STATUS.

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

17 SECTION 10. ASSIGNMENT.

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

20 SECTION 11. INDEMNIFICATION AND HOLD HARMLESS.

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

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

3 SECTION 12. EMPLOYMENT TRAINING ACT CLAUSES.

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

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

20 SECTION 13. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

13 SECTION 14. DRUG-FREE WORKPLACE.

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

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

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

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

1 abuse violations.

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

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

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

13 SECTION 15. NON-DISCRIMINATION.

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

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

1 SECTION 16. CONFIDENTIALITY.

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

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

16 SECTION 17. BREACH OF CONFIDENTIALITY.

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

19 (a) Contractor demonstrates Contractor knew prior to the time
20 City disclosed it; or

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

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

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

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SECTION 18. NOTICES.

All notices required or given pursuant to the provisions hereof may be served either by: (1) enclosing the same in a sealed envelope addressed to the party intended to receive the same at the address indicated herein and deposited postage prepaid, in the U.S. Postal Service as certified mail, return receipt requested, or (2) personal service. Such notices shall be effective on the date personal service is effected or the date of the signature on the return receipt. For the purposes hereof, the address of the City and the proper party to receive any such notices on its behalf is the City Manager, City Hall, 333 West Ocean Boulevard, Long Beach, California, 90802; and the Contractor's address for service of any such notices shall be 1900 Atlantic Avenue, 2nd Floor, Long Beach, CA 90806, attn: Jessica Quintana, Telephone (562) 570-4709, Fax No. (562) 570-4753.

SECTION 19. CONTRACT ADMINISTRATION.

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

SECTION 20. CORPORATE STATUS.

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

SECTION 21. ENTIRE AGREEMENT.

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

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OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, 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.

CENTRO COMMUNITY HISPANIC ASSOCIATION, INC., a Non-Profit Corporation

Dated: July 31, 2012

By Jessica Quintana
Title Executive Director, President

Dated: _____, 2012

By _____
Title _____

"Contractor"

CITY OF LONG BEACH, a municipal corporation

Dated: 9-6, 2012

By [Signature] Assistant City Manager
City Manager
"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

The foregoing Contract is hereby approved as to form this 7th day of August, 2012.

ROBERT E. SHANNON, City Attorney

By [Signature] Deputy

Exhibit A

WIA SUBGRANT AGREEMENT

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

PACIFIC GATEWAY WRKFRC INV NET

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

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

GOVERNMENTAL ENTITY: YES

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

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

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

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

TERMS OF AGREEMENT: From 04/01/2012 to 06/30/2014	Terms of Exhibits are as designated on each exhibit
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PURPOSE: To initiate the Program Year (PY) 2012-13 WIA subgrant and incorporate WIA Youth formula funding under grant code 301. The term of these funds are from 04-01-12 to

APPROVED FOR SUBGRANTOR (EDD) (By Signature)	APPROVED FOR SUBGRANTEE (By Signature) <i>Patrick H. West</i> 5-28-12
Name and Title MICHAEL EVASHENK CHIEF WORKFORCE SERVICES DIVISION	Name and Title Patrick H. West City Manager
I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein:	This Agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal. Atty. Gen. 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance:
Signature of EDD Accounting Officer	Signature of EDD Contract Officer

WIA
SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

Exhibit AA
Page 1 of 1

SUBGRANTEE NAME: PACIFIC GATEWAY WRKPRC INV NET

SUBGRANT NO: K386302
MODIFICATION NO: NEW

I. ALLOCATION

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

SUB

EXHIBIT COVER SHEET

SUBGRANT NO: K386302
MODIFICATION NO: 00

EXHIBIT DD
Page 1 OF 1

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

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

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

PROGRAM NARRATIVE

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

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

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

WIA (3/2000)

WIA SUBGRANT AGREEMENT

Subgrantee: PACIFIC GATEWAY WRKFRC INV NET

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

1. Compliance

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

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

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

2. Certification/Assurances

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

- a). Corporate Registration: The Subgrantee, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.
- b). The Subgrantee agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA. (42 U.S.C.12101 et seq.
- c). Sectarian Activities: The Subgrantee certifies that this subgrant agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- d). National Labor Relations Board: The Subgrantee (if not a public entity), by signing this subgrant agreement, does swear under penalty of perjury, that no more than one final unappeasable finding of contempt of court by a federal court has been issued against the Subgrantee within the immediately preceding two-year period because of Subgrantee's failure to comply with an order of a federal court, which orders the Subgrantee to comply with an order of the National Labor Relations Board (PCCI0296).
- e). Prior Findings: Subgrantee, by signing this subgrant agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous subgrant agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
- f). Drug-Free Workplace Certification: By signing this subgrant agreement the Subgrantee hereby certifies under penalty of perjury under the laws of the State of California that the Subgrantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - (1). Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - (2). Establish a Drug-Free Awareness Program as required to inform employees about:
 - the dangers of drug abuse in the workplace;
 - the person's or organization's policy of maintaining a drug-free workplace;
 - any available counseling, rehabilitation and employee assistance programs; and,
 - penalties that may be imposed upon employees for drug abuse violations.
 - (3). Every employee who works on this subgrant agreement will:
 - receive a copy of the company's drug-free policy statement; and,
 - agree to abide by the terms of the company's statement as a condition of employment on the subgrant/contract.
- g). Child Support Compliance Act: In accordance with the Child Support Compliance Act, the

Subgrantee recognizes and acknowledges:

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

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

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

j). Priority Hiring Considerations:

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

k). Sweatfree Code of Conduct:

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

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

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

m). Nondiscrimination Clause

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

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

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

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

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

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

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

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

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

n). Indemnification:

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

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

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

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

WIA SUBGRANT AGREEMENT

Subgrantee: PACIFIC GATEWAY WRKFRM INV NET

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

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

o). Salary and Bonus Limitations:

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

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

p). Clean Air and Water Act:

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

3. Standards of Conduct

The following standards apply to all Subgrantees.

a). General Assurance: Every reasonable course of action will be taken by the Subgrantee in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This subgrant agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. Subgrantee agrees to conform to the nondiscrimination requirements as referenced in WIA, Section 188.

b). Avoidance of Conflict of Economic Interest: An executive or employee of the Subgrantee, an elected official in the area or a member of the Local Board, will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by the Subgrantee or Subgrantor: Supplies, materials, equipment or services purchased with subgrant agreement funds will be used solely for purposes allowed under this subgrant agreement. No member of the Local Board will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.

4. Coordination

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

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

5. Subcontracting

a). Any of the work or services specified in this subgrant agreement which will be performed by other than by the Subgrantee will be evidenced by a written agreement specifying the terms and conditions of such performance.

b). The Subgrantee will maintain and adhere to an appropriate system, consistent with federal,

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

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

6. Insurance

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

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

7. Resolution

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

8. Funding

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

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

WIA SUBGRANT AGREEMENT

Subgrantee: PACIFIC GATEWAY WRKFRM INV NET

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

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

9. Accounting and Cash Management

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

10. Amendments

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

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

WIA SUBGRANT AGREEMENT

Subgrantee: PACIFIC GATEWAY WRKFRC INV NET

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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:

David Gonzalez
Interim Executive Director

3447 Atlantic Ave.
Long Beach, CA 90807

Notices to the Subgrantor will be addressed to:

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

13. Records

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

14. Audits

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

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

15. Disallowed Costs

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

16. Conflicts

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

17. Grievances and Complaint System

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

18. Property

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

19. Intellectual Property Provisions

a). Federal Funding

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

b). Ownership

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

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

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

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

c). Retained Rights / License Rights

- (1). Except for Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement, Subgrantee shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this subgrant agreement. Subgrantee hereby grants to Subgrantor, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Subgrantee's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this subgrant, unless Subgrantee assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2). Nothing in this provision shall restrict, limit, or otherwise prevent Subgrantee from using any ideas, concepts, know-how, methodology or techniques related to its performance under this subgrant agreement, provided that Subgrantee's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of Subgrantor or third party, or result in a breach or default of any provisions of paragraph nineteen a) through nineteen i) or result in a breach of any provisions of law relating to confidentiality.

d). Copyright

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

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

(i) all work performed for Subgrantee shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to 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.

(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

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

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

FOR THE SUBGRANTOR

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

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Fax: (916) 654-9657

FOR THE SUBGRANTEE

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

21. Signatures

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

Revised October 2007

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

SUBCONTRACTOR: Centro Community Hispanic Association, Inc.
1900 Atlantic Ave., 2nd Floor
Long Beach, CA 90806
(Hereinafter referred to as "Subcontractor")

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

CONTRACT AMOUNT: \$130,000

YOUTH TO BE SERVED: Out - School Youth

SERVICE REGION: Region 1 – Long Beach/Signal Hill

YOUTH TO ENROLL/SERVE: 50

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

Administered by the City of Long Beach, the Pacific Gateway Workforce Investment Network (Pacific Gateway), through its Youth Opportunity Center (YOC), coordinates and oversees services supporting the workforce needs of the residents and businesses it serves. Centro Community Hispanic Association, Inc. (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 19-21 years old, reside in Long Beach, Signal Hill, Lomita or Torrance, and are WIA eligible. WIA-eligible youth are youth who are economically disadvantaged and have one or more identified barrier (i.e., basic skills deficient, homeless, runaway, foster youth, pregnant or parenting, offender, school drop-out, youth with a disability or youth who requires additional assistance to complete an educational program or to secure/hold employment). Unless otherwise approved by Pacific Gateway in writing, youth previously enrolled in WIA-funded program, either through Pacific Gateway or a subcontract, may not be enrolled in the WIA Youth Academy Project if less than two years have passed since their exit from the WIA-funded program. Concurrent enrollment with another WIA-funded youth program is also not permitted without prior approval from Pacific Gateway.

II. PROGRAM DESIGN

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

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

III. PROGRAM ADMINISTRATION

A. Outreach/Recruitment

Subcontractor is responsible for ensuring that enrollment goals are met as a result of outreach and recruitment efforts (Refer to Program/Budget Planning Summary). The Subcontractor's outreach and recruitment efforts shall focus on WIA-eligible youth. WIA-eligible youth are youth who are economically disadvantaged, 19-21 years old, and have one or more of the following identified barriers:

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

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

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

- and -

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

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

B. Orientation

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

C. Eligibility/Initial Certification

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

D. Basic Skills Assessment/Upgrading

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

E. MIS Enrollment and Test Scores

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

F. Case Management

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

G. National Work-Readiness Credential Training (NWRC)

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

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

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

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

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

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

H. Occupational Skills Training Component

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

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

I. Industry Recognized Certificate

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

Certificates may be issued by:

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

PROGRAM SPECIFIC DETAILS

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

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

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

Training Program Name	Industry Sector	Program Description (e.g., # of hrs/wks, other program components)	Planned # of Participants	Industry Recognized Certificate Name	Certificate of Completion
1. Personal Care Giver	Health Care for seniors and disabled	3 week classroom training and 2 week hands on Learning placed at Residential Care Facilities field Health Center (OJT)	20 participants	CPR & First AID	Home Health Aide (HHA) Certificate
2. Security Guard Card	Law Enforcement	8-hour training	30 participants	State Guard Card	State Guard Card Certificate

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

For Personal Care Giver program, participants will obtain both an Industry Recognized Certificate and the Home Health Aide (HHA) certificate.

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

J. Supportive and Referral Services

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

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

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

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

K. Follow-Up Services

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

Follow-up services for youth may include:

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

IV. PROGRAM ELEMENTS

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

1. **Alternative Education** - Opportunities and assistance to re-enroll and attend an educational program outside of traditional secondary education including adult schools,

charter schools, high school diploma or GED programs, community colleges, vocational schools and/or occupational programs

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

V. INCENTIVE

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

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

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

VI. PROGRAM PERFORMANCE STANDARDS

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

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

YOUTH PERFORMANCE MEASURES

LITERACY/ NUMERACY INCREASE (85% 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 exit (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

NATIONAL WORK READINESS CREDENTIAL TRAINING (85% 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

OCCUPATIONAL SKILLS TRAINING (85% Completion Rate)

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

Program Elements – Occupational skills training

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

Excludes – N/A. All youth required to participate

INDUSTRY RECOGNIZED CERTIFICATE (90% Completion Rate)

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

Program Elements – Occupational skills training

Required Documentation – MIS Enrollment form, Industry-Recognized certificate

Excludes – N/A. All youth required to participate

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

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

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

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

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

FOLLOW-UP ACTIVITY (75% Completion Rate)

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

Program Elements – Follow-up services

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

Excludes – Youth that exit the program with a neutral outcome

NEUTRAL OUTCOMES

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

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

VII. CONTRACT MANAGEMENT

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

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

VIII. RECORD KEEPING AND MONTHLY REPORTING REQUIREMENT

A. Fiscal Reporting/Invoicing

1. Subcontractor will ensure that invoices are submitted on the 10th of each month and are in compliance with Project Budget (Exhibit C). If the 10th of the month falls on a Saturday or Sunday, invoice must be submitted the Friday before. Subcontractor is required to participate in WIA In-Service Training and provide invoices and supporting documentation as requested by the City.
2. Subcontractor funds will not exceed **\$130,000** of WIA Title I funds to achieve program goals. The Subcontractor will be reimbursed for all pre-approved (reasonable and necessary) costs incurred in the operation of the program, as detailed in the Project Budget. Supporting documentation is required to justify reimbursements.
3. Subcontractor must include accruals on all monthly invoices per State of California Directive WIAD 04-15, effective March 1, 2005.
4. Subcontractor may exceed cost categories by no more than 10% between line items, provided that the difference is reduced from other account(s) within the same cost category and the total amount for each cost category remains the same. Any other budget changes must be approved by the City and through a Letter of Modification or an Amendment to the Contract submitted by the Subcontractor.
5. Invoices must be submitted to the Pacific Gateway Workforce Investment Network, 3447 Atlantic Avenue, Long Beach, CA 90807, Attention: Accounts Payable.
6. Written requests for budget changes must be submitted to the Pacific Gateway Workforce Investment Network, 3447 Atlantic Avenue, Long Beach, CA 90807, Attention: Operations Officer.
7. Subcontractor shall ensure the accuracy of each invoice.
8. Subcontractor must submit a Cost Allocation Plan annually to the City.

B. Program Reporting

1. Subcontractor shall ensure the timely submittal of required program documents, reports, and forms.
2. Subcontractor shall submit all required MIS forms within 5 working days of activity.
3. Subcontractor completed and submitted to Pacific Gateway for approval a Program and Budget Planning Summary. The Summary is incorporated as part of this

Statement of Work and will be monitored by YOC staff to ensure targeted numbers and costs are met.

4. Subcontractor will ensure the completion and submittal of the Monthly Management Report (MMR) on the 10th of each month. If the 10th of the month falls on Saturday or Sunday, the MMR must be submitted on the Friday prior to the 10th. 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 10th of each month.
5. The MMR is designed to track actual program activity (i.e. enrollment, goals, etc.) and individual participation with each Subcontractor to determine if planned performance levels are met, or if corrective action is necessary.
6. Subcontractor shall ensure the accuracy of each report.

C. Record Keeping and Reporting Requirements

1. The following documents are to be maintained in participant files by the Subcontractor:
 - a. Eligibility Documentation;
 - b. Suitability Interview;
 - c. Participant Handbook Receipt;
 - d. MIS Documentation;
 - e. Case Notes via Virtual One-Stop (VOS);
 - f. Applicable Pre & Post Tests;
 - g. Individual Service Strategy (ISS);
 - h. Participant Internship Agreement (if applicable);
 - i. Training Site Agreement (if applicable);
 - j. Copy of YOC Application;
 - k. Verification of Supervisor Orientation Form (if applicable);
 - l. Parental Medical and Emergency Consent Form;
 - m. Consent to Access Internet;
 - n. Copy of Participant Time Sheets (if applicable);
 - o. Certificate of Completion (Work-readiness and Occupational Skills);
 - p. Industry-recognized Certificates;
 - q. Progress Reports;
 - r. Participant Evaluations completed by Worksite Supervisor (if applicable);
 - s. Support Services Request Form (if applicable);
 - t. Support Services Tracking Form (if applicable);
 - u. Incentive Program Tracking Form (if applicable);
 - v. Incentive Performance Tracking Form (if applicable);
 - w. Follow-up Services(s)
2. Subcontractor is required to immediately notify assigned Youth Academy Specialist, or in his/her absence YOC Coordinator, of any accident or injury and to submit an Incident Report regarding such occurrence.
3. Subcontractor is required to maintain all program records for a minimum of 7 years. Access to records by the awarding agency, the grantee, DOL, or the Controller Center of the United States for the purpose of audit, examination, excerpts, and

transcription must be made available. Records retained for 7 years may not be destructed unless approved by the City in writing.

D. FINAL PROJECT SUMMARY REPORT

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

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

IX. GENERAL INFORMATION

A. Unallowable Activities and Costs

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

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

B. WIA Contract Clauses

Subcontractor shall administer contract within the policies and procedures mandated by the Workforce Investment Act of 1998 and the Pacific Gateway Workforce Investment

Network and agrees to comply with the following contract clauses, as applicable, during the duration of the contract period:

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

C. Administrative Dispute Resolution

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

D. Nepotism

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

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

XI. CONTINUATION OF CONTRACT:

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

XII. LETTER OF MODIFICATION:

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

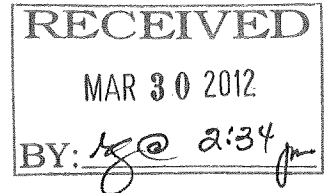
1. All requests for contract modifications must be in writing and include detailed justification for such modifications.
2. The City may initiate a letter of modification at any time during the contractual term with written concurrence from the Subcontractor. Letters should be addressed to KC Nash,

Operations Officer, Pacific Gateway Workforce Investment Network, 3447 Atlantic Avenue, Long Beach, CA 90807.

3. Budget Modification – Subcontractor may submit requests to modify its Project Budget (Exhibit C) for anticipated changes and adjustments to the line items on the budget. Any budget revision in excess of 10 percent in any budget line item will require prior written approval from Pacific Gateway. When submitting a request for budget modification, subcontractor must also submit the Program Planning Summary (Exhibit D) with Section VI – Projected Expenditure Summary reflecting the requested updates. The final deadline to request a budget revision for this project is **May 15, 2013**. Pacific Gateway reserves the right to deny any budget modification requests.
4. Program Planning Summary Revision – Subcontractor may submit requests to modify its Program Planning Summary (PPS) (Exhibit D) for anticipated changes and adjustments to the PPS. Changes to the PPS require prior written approval from Pacific Gateway. The final deadline to request a PPS revision for this project is **December 15, 2012**. Pacific Gateway reserves the right to deny any PPS revision requests; specifically, requests that reduce the funded level of participants to be served or requests that impact Subcontractor's ability to meet the required performance measures.
5. Pacific Gateway reserves the right to allow modifications to Exhibits C and D beyond the above deadlines.

Pacific Gateway

Administered by the City of Long Beach



**REQUEST FOR PROPOSALS
WIB RFP # HR12-001 for
WORKFORCE INVESTMENT ACT TITLE I
OUT-OF-SCHOOL YOUTH ACADEMY PROJECTS**

Release Date: March 6, 2012

Due Date: March 29, 2012

SEE PAGE 9, FOR INSTRUCTIONS ON SUBMITTING PROPOSALS.

**Attachment A
RFP COVER SHEET AND CERTIFICATIONS**

Proposal Summary:

Since 1992, Centro CHA has contributed extensively to the well being of low-income youth, families, and neighborhoods in the City through its commitment to enhance the lives, traditions, culture, and education of underrepresented low-income residents. A recognized leader at the local and State levels, Centro CHA is a grassroots community-based nonprofit organization. Services are focused in neighborhoods where Hispanic youth and adults are the most impacted among all residents in terms of high rates of gang violence, unemployment, poverty, issues of citizenship, and the lowest levels of educational attainment. With youth Workforce Investment Act programmatic funding from the Pacific Gateway Workforce Investment Board, Centro CHA will provide 45 out-of-school youth much needed workforce development services in the areas of healthcare and profession/business services. Centro CHA is requesting a grant in the amount of \$130,000 to provide the key required services to 45 older, out-of-school, low-income, high-risk youth.

Number of Younger Youth (16-18 yrs. old) to be Served: 0

Number of Older Youth (19-21 yrs. old) to be Served: 45

Proposed Region: Region 1 (Long Beach/Signal Hill)

High-Growth/High-Demand Occupation(s)/industry(ies) Focus: Healthcare and Professional/Business Services

Certificate(s) to be Earned: Personal Healthcare Assistant, Security Guard Card, National Work Readiness Credential

Organization Name: Centro Community Hispanic Association, Inc.

Contact Person: Jessica Quintana, Executive Director

Address: 1900 Atlantic Ave., 2nd Floor **City:** Long Beach **State:** CA **Zip:** 90806

Telephone: (562) 570-4709

Fax: (562) 570-4753

Federal Tax ID No.: 33-0703131

Prices contained in this proposal are subject to acceptance within 90 calendar days.
I have read, understand, and agree to all terms and conditions herein.

Signed: Jessica Quintana Date: March 30, 2012

Print Name & Title: Jessica Quintana, Executive Director

CENTRO COMMUNITY HISPANIC ASSOCIATION, INC.
TECHNICAL PROPOSAL

A. Provide narrative for the Company Information as Described in Sections 8.1 and 8.2.

8.1 – Centro Community Hispanic Association, Inc. (Centro CHA) is a Long Beach-based nonprofit agency. The agency was incorporated in California in 1992. The agency offices are located in Central Long Beach, home to currently two place-based initiatives funded by The California Endowment and First 5 Los Angeles. Specifically, the agency is located at 1900 Atlantic Ave., 2nd Floor, at the Center for Working Families and is collocated with several other community-based, social service agencies. Centro CHA maintains four (4) full-time staff and one (1) part-time staff person, and all employees work from the Center for Working Families. For contracts resulting from this solicitation, the following contact information should be used: Jessica Quintana, Executive Director, Centro CHA, Inc., 1900 Atlantic Ave., 2nd Floor, Long Beach, CA, 90806, 562.570.4709. Centro CHA has been providing services described in the Board’s Request for Proposals for more than a decade to the public sector. The mission of Centro CHA focuses on serving low-income youth and adults, and programs are steeped in workforce development, job training, and work readiness. Attached to this proposal are resumes of key staff who will be responsible for the performance of a contract resulting from this application (Jessica Quintana, Lupe Velasco, and Francisco Martinez). Centro CHA maintains a volunteer Board of Directors who are fully invested in the mission of the organization. Attached to this application is a complete list of the Board members and their respective affiliations.

8.2 – The proposed program does not include the use of subcontractors, but rather vendors to provide key career training components.

B. Provide narrative addressing all sections and questions below.

B.1. Competence, Controls, and Subject Expertise

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

Since 1992, Centro CHA has contributed extensively to the well being of low-income youth, families, and neighborhoods in the City through its commitment to enhance the lives, traditions, culture, and education of underrepresented low-income residents. A recognized leader at the local and State levels, Centro CHA is a grassroots community-based nonprofit organization. Services are focused in neighborhoods where Hispanic youth and adults are the most impacted among all residents in terms of high rates of gang violence, unemployment, poverty, issues of citizenship, and the lowest levels of educational attainment. With youth Workforce Investment Act programmatic funding from the Pacific Gateway Workforce Investment Board, Centro CHA will provide 45 out-of-school youth much needed workforce development services. Centro CHA is requesting a grant in the amount of \$130,000 to provide the key required services to 45 older youth. As a nonprofit leader in the City, Centro CHA often operates in the capacity of advocate and convener. In these roles, Centro CHA is able to expand its coordination efforts with other community and faith-based organizations to increase services provided to target populations. In the spring of 2009, the agency became a designated Federal Student Aid (FAFSA) “Trusted Center”. In an ongoing effort to engage more Hispanic students in post-secondary education and increase college-going amongst Hispanic youth, the U.S. Department of Education’s Office of Federal Student Aid enlisted the help of local “trusted” organizations in their efforts. This effort helped over 3,000 youth to apply for student aid and begin their journey towards postsecondary education – clearly,

a key accomplishment of the organization in recent years. Complimentary to this is a new grant from the MetLife Foundation (\$25,000) awarded to the Long Beach Family Literacy Program – a key partner with Centro CHA in providing intergenerational learning services to low-income Hispanic families, of whom, nearly all enrolled families are first and second generation immigrants. This grant from the MetLife Foundation focuses on demystifying the postsecondary education process for 60 Hispanic families in Long Beach. Centro CHA operates several core programs that directly benefit the communities served, including Latinos Investing in Their Future (LIFT) (120 youth through intensive employment and training), Latina Empowerment Action Program (LEAP) (200 young women – HIV/AIDS prevention, leadership training, mentoring services, peer advocacy, and reproductive health), Gang Prevention Program (300 youth – community services, coordination of resources for counseling, legal assistance, and leadership development), Building Strong Latino Communities (5,000 families – US Citizenship Naturalization / Civic Engagement), as well as hosts and coordinates annual citywide events (Nuestra Imagen Latino Leadership Awards, Fiesta Patrias Health Fair, Cesar Chavez community Festival, and annual Christmas Posada). Over the past six years, Centro CHA has provided youth workforce development services to both in and out-of-school youth through over \$1 million in funding from the Board. During each programmatic timeframe, the agency has repeatedly achieved all performance goals for enrollment, work readiness, occupational skills, employment, returns to school, literacy and math gains, as well as placement, retention, and exit. During the most recent three workforce contracts (in-school, out-of-school, and supplementary services), Centro CHA has exceeded all performance measures and achieved post-exit outcomes. In addition to providing services with local workforce funding, Centro CHA was a recipient of State funding to provide gang intervention and prevention services to over 100 high-risk youth through coordination with the State's Employment Development Department. Under this grant, the agency achieved all performance goals, and served as a model program for other local programs seeking assistance with best practices and model program implementation. Centro CHA has the administrative and fiscal capability and experience to fulfill federal and State-required documentation, maintain records in support of Board service strategies, manage, track, and submit invoices, and disseminate WIA participant stipends and supportive services in accordance to the WIA regulations and guidelines. The agency has extensive experience managing sophisticated and intricate programs serving at-risk, high-risk, and needy youth and adults. In all cases, confidentiality of client files and records, both on paper and electronically are maintained safely and securely in the agency's office. Centro CHA has financial policies and implemented effective methods, controls, and systems to effectively record and report financial program activities. The agency is in good financial standing and current in submitting all required State and federal tax reports, liability insurance, and State Compensation. Centro CHA has been successful in managing, allocating, and reporting funding from several diverse funding streams. Quality assurance is an ongoing activity within the agency, ensuring that all programs are administered according to funder regulations, continuous improvement practices are in place, and outcomes drive implementation.

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

Through the current program activities, relationships exist with industry associations, employers, labor organizations, and internship / apprenticeship programs. These relationships create a strong tie to the occupational skills training that will occur through LBCC, job placement by both Centro CHA and LBCC, and related skills. For the career pathway component, LBCC will provide resources associated with the identified industries, access to employer partners, coordination with labor organizations, and partnerships with internship and apprenticeship programs. Employers are a key to achieving successful program outcomes and building program components based up on employer needs. Centro CHA works with employers to create work experience opportunities, internships, on-the-job training activities, job shadowing, and other key workforce components that help to build a youth's career retention long-term.

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

Since 1992, Centro CHA has possessed the capacity to carry out programs and projects that respond to the specific needs of families living in the highest poverty, highest crime areas of the City. The agency has a history of success implementing key programs, evidenced by data-driven performance outcomes and benchmarks, as well as evaluation reports and case studies. Key agency staff have the capability and more than 22-years of experience delivering effective, high quality youth and adult development and prevention services aimed at motivating and encouraging active youth participation in goal setting to complete and achieve basic skills goals, retain jobs, meet social and occupational skills competencies, and to secure meaningful entry level employment. In 2010, due to the agency's history and expert knowledge of Long Beach's communities, a key agency accomplishment was Centro CHA being awarded a grant from The California Endowment as part of their Building Healthy Communities place-based initiative to oversee and coordinate the Summer Night Lights violence prevention youth development program at three key sites in Long Beach. The goal of Summer Night Lights is to "disrupt" gang violence during the critical summer months and to increase the potential for reducing high levels of violence in three targeted communities in West and Central Long Beach. As a violence prevention (or disruption) strategy, Summer Night Lights activities are aimed at curtailing gang recruitment and other gang related criminal activities in the surrounding site communities by engaging youth in wholesome, healthy alternatives under the guidance and supervision of program professionals and volunteers. Centro CHA is entering its third year of Summer Night Lights coordination and partner convening, and has secured over \$1,000,000 to support the program for the participating organizations and community. As a result of this work, violence in Long Beach has dropped by 10% (Long Beach Police Department, 2011), has provided employment opportunities for over 40 youth and adults, and has provided training to over 150 community leaders and professionals on the public health approach to violence prevention.

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

The proposed project will be overseen by Jessica Quintana. Jessica has over 20 years of experience in planning and implementing effective prevention/intervention initiatives and social service programs throughout Los Angeles County. She is an active member and youth advocate in the Long Beach community, serving on several City committees and commissions. Current involvement is with the City of Long Beach Public Safety Advisory Commission, the City of Long Beach Commission on Children and Youth, City of Long Beach Youth and Gang Violence Task Force, the North Long Beach Project Area Redevelopment Committee, the CSULB President's Latino Advisory Committee, the LBUSD Academic Achievement Advisory Committee, and the Health Department's HIV Planning Committee. Lupe Velasco, Project Coordinator, has over six years experience in coordinating and implementing youth empowerment programs for high-risk youth and youth adults to reduce teen health diseases, high drop out rate, youth and gang violence and cultural and linguistic barriers provided accurate information, and linkages to make positive life choices and changed behaviors to increase opportunities to paths towards economic self-sufficiency. For this project, .25 FTE of her salary will be included to the proposed grant budget. A 1.0 FTE case manager and .25 FTE clerical assistant is also included in the budget and will be filled upon notification of grant award. Resumes for all key staff are attached to this proposal.

B.2. Program Design

a. Target group(s) or at-risk characteristics.

Centro CHA provides education and workforce readiness services to not only Hispanic youth and families in high poverty areas of the City, but to all needy individuals and families in Long Beach. Long Beach has a population of nearly 500,000 residents, of which Hispanics now represent the largest racial subgroup (Census 2000). With the changes in immigration patterns over the last ten years, Long Beach has seen a direct correlation to changes in ethnic distribution and a considerable increase in diversity. With nearly 40% of the Long Beach population of Hispanic origin, nearly 1/3 of all households in the City speak Spanish. The proposed program, Latinos Investing in Their Future Today (LIFT), serves a targeted Hispanic population and through this proposal, will work with 45 new clients (reaching out to all who

are qualified to participate) who are out-of-school youth ages 19 – 21. LIFT will focus service delivery in Region 1 of the Pacific Gateway Workforce Investment Board's geographical boundaries (Long Beach and Signal Hill). Of the total population, all 45 youth will be older youth, ages 19-21. Characteristics of youth to be served in the proposed project include, but will not be limited to the following barriers: 1) low-income and high-risk, 2) basic skills deficient, 3) pregnant or parenting, 4) gang membership, 5) gang involved / at-risk of gang involvement, 6) high school dropout, 7) offender, on parole, or on probation, 8) substance abuse, and 9) other barriers requiring special assistance. Centro CHA has targeted this high-risk group of youth ages 19-21 from isolated local communities because of their socio-economic status, low or no level of education, lack of workforce skills, no or under employment, and cultural and linguistic challenged status. Specific to the proposed target population, Hispanic youth possess the lowest levels of educational attainment and job attachment among all Long Beach youth. However, this proposed program will serve all eligible and interested low-income, high-risk youth.

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

The planned coordination of outreach and recruitment efforts will ensure access by the target populations. Outreach materials will be distributed both in print and electronically to youth, community members, leaders, and even parents. Outreach materials and announcements will be distributed through email notices to neighborhood associations and the Long Beach Neighborhood Services Network, reaching more than 2,200 individuals. Outreach will also occur through community-based organizations serving out-of-school youth and their families, through coordination with the School District, and other similar agencies. Through key partnerships and established outreach and recruitment methods currently in place, Centro CHA will reach the targeted youth population over a five-month period beginning upon funding notification. The program coordinator will develop marketing tools that are youth friendly, as well as culturally and linguistically sensitive to effectively market and recruit to the target youth audience. It is expected that after the initial five-month period, the identified number of youth (45) will be successfully enrolled in the program and actively involved in program services. Outreach materials will feature information about the key program components and highlight the services to be provided. Outreach and recruitment will be conducted in targeted areas of the City to reach youth program participants. Centro CHA will utilize a part-time outreach worker to work in collaboration with Youth Opportunity Center staff and programs (e.g. at the Career Transition Center, the Youth Opportunity Center, and the Center for Working Families), the Long Beach Police Department (including both the Youth Services Division and the Gang and Violent Crime Division), the County's Probation Department, at local community and faith-based organizations to identify eligible youth. Upon identification, a suitability assessment will occur, eligibility documentation will be collected and assessed, and proper coordination with Youth Opportunity Center will occur for official document completion.

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

After enrollment into the proposed program, staff will administer the Test of Adult Basic Education (TABE, level D) for each youth during the eligibility and certification appointment scheduled by the case manager. For out-of-school youth who are determined to be basic skills deficient (below a 9th grade level in reading or applied math), a minimum of 50-hours of remediation and activities will be arranged for each youth that are designed to help them increase their academic competencies over the course of their program involvement. The Management Information System Test Scores Form will be completed for all youth who receive remediation and basic skills assistance. Following remediation services, youth who are basic skills deficient will be post-tested to determine their academic gains following interventions provided. Youth who are not basic skills deficient will be offered academic assistance, especially those youth who have dropped out of school and need to re-enter to complete their high school diploma or

gain a GED. It is expected that all deficient youth will achieve academic gains prior to exiting from the program. Centro CHA case managers complete and use an Individual Service Strategy (ISS) with and for each participant. The ISS allows case managers to capture and document key participant information regarding their program participation, assessment progress, barriers that are addressed during the course of program participation, as well as short and long-term goals. Alongside of the ISS, extensive case notes are maintained for each participant. Through individualized case management, each participant is afforded the opportunity to increase their educational skills while also addressing their workforce development needs. Case managers also provide youth with supportive services that allow them to complete their established goals and incentives for completion of program components and attainment of individual achievements (e.g. completion of life skills training, gaining a high school diploma, or attending and completing human relations training). Agency staff will use the Virtual One Stop (VOS) system for electronic case management purposes. Centro CHA's program is structured around the achievement of WIA Youth Performance Measures. The attainment and progress made towards achieving these measures is documented in case files, through Management Information Systems forms, and through agency documentation. During program orientation, all youth are provided an overview of program expectations and overall performance that is expected to be achieved understanding full participation in the program.

d. Proposed customer flow and program model, and include a timeline for proposed activities and services.

The proposed program will serve 45 high-risk, low-income older youth ages 19-21 by integrating effective and culturally sensitive intervention strategies with a focus on education and workforce development. All youth will be individually case managed. The proposed program model includes an extensive career pathway component focused on the high-growth / high-demand fields of healthcare and professional business services. The proposed customer flow includes the following activities and touch points:

- Intake and Orientation of Interested Out-of-School Youth
- Eligibility Determination and Certification (Begin completion of Management Information Systems forms)
- Case Management and Individual Service Strategy Development; Guidance and Counseling
- Basic Skills Assessment (Pre and Post Testing)
- Work-Readiness Skills Preparation (Pre and Post Testing)
- Academic Remediation and Basic Skills Education
- Alternative Education - High School Diploma / GED Preparation and Testing
- Assistance with Postsecondary Educational Needs and FAFSA Application Completion Services
- Occupational Skills Training (Attainment of Industry-Recognized Certificate)
- Employment Opportunities (Work Experience, Unsubsidized Employment)
- Supportive Services and Incentives (Program and Performance)
- Leadership Development and Civic Engagement
- Mentoring
- Follow-Up and Job Retention Strategies

The timeline for program activities is strategically designed to allow out-of-school youth to gain competency skills in sequence building skill levels towards achieving performance measure requirements and to expose and prepare youth for entry into high-growth / high-wage occupations. For the purposes of this proposed program, these occupations will focus on healthcare (personal care assistants) and professional/business services (security guards). In addition, the timeline will be utilized as a tracking tool to assist staff to effectively monitor and evaluate that activities are on track to ensure program success.

PROJECT TIMELINE	
Activity	Month(s)
Formalize Outreach and Recruitment Strategies and Plan, Develop, and Print Flyers	1

Implement Outreach and Recruitment Plan	1 - 5
Begin Orientation, Intake, Assessment, ISS, and the Provision of Supportive Services	1- 8
Begin Program Specific Activities	2 - 6
Academic Assistance/Remediation and Basic Skills Education Alternative Education - High School Diploma / GED Preparation and Testing	2 - 12
Begin Follow-Up Services	6 - 12
Submit Monthly Invoices, MIS Documentation, and Program Management Report	2-12

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

Centro CHA staff will deliver and make accessible all required services and program elements. Collaborative partners are contributing valuable resources and are leveraging in-kind and cash contributions towards the success of serving the 45 proposed out-of-school youth. Attached is a letter of commitment from The California Endowment documenting contributions to the program through the collaborative participating on the Summer Night Lights project, led by Centro CHA. Centro CHA will work in collaboration with multiple partners to deliver program services. Specifically, the agency will work with Senior Health Care Solutions to administer high-growth, high-demand occupational skills training in the fields of healthcare with an emphasis on eldercare and professional services with an emphasis on security guard training. All youth participating in the proposed program will have access to needed supportive services that will be documented on their ISS and include, but not be limited to: 1) transportation, 2) childcare, 3) work-related clothing, 4) food, 5) housing assistance, 6) healthcare, 7) legal assistance, 8) mental health services, and 9) substance abuse treatment. Centro CHA staff will be responsible for evaluating each youth for their supportive service needs, ensuring that the supportive services provided are aligned with Centro CHA's and the Board's supportive service policy and regulations. All supportive services provided will be properly documented in each case file and all necessary forms will be completed for fiscal purposes.

f. Plans to expose and train youth in high-growth/high-demand occupation(s).

Centro CHA, through a collaborative partnership with external professional vendors (Active Security and Senior Health Care Solutions), will not only work to address the academic needs of participating youth, but will also work to provide youth with high-growth / high-demand occupational training leading to work experience and job placement opportunities. Centro CHA staff has strategically identified two targeted training programs best suited for youth facing the barriers typically presented in Centro CHA's WIA youth programs. After in-depth analysis of scheduling, cost, long-term employment opportunities, and need, the main training programs emerged as healthcare and professional/business services. If an out-of-school youth is interested in a field other than the ones identified, Centro CHA staff will make every effort to accommodate their professional choice to participate in another high-growth / high-demand career field. Both of these career pathways identified achieve the Board's labor market analysis needs of demand occupations. The career investments Centro CHA have identified for the proposed youth respond to the immediate needs of local employers in the two identified areas, have SOC codes that show ten-year employment projections in Los Angeles and/or Orange Counties at or above 10% for the forecasted period, and have employment of at least 100 people in base year 2008. All information obtained around the two career pathways was accessed online through the State's Labor Market Information website.

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

Centro CHA is fully prepared to immediately begin providing work-readiness skills training around situational judgment, active listening, reading and understanding, and using math to solve problems.

Using Equipped for the Future learning standards under the National Work Readiness Credentialing program, the agency is fully prepared to launch its 25-hour, classroom-based training program that includes work readiness training in tandem to basic skills remediation for both skills deficient and non-deficient youth and young adults. Centro CHA uses official work-readiness texts in collaboration with online resources. A benefit that the agency brings to the table is that it is a certified Credential location and employs two staff who are certified proctors for the test, and therefore, the financial investment of certification fees is not necessary – only costs associated with test administration for each participant.

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

Several assessment tools will be used to pre and post-test youth enrolled in the proposed project. Following an initial interview to determine suitability for project participation, staff will administer the Test of Adult Basic Education (TABE) for each youth found to be a suitable match for the program. Following remediation or educational activities, a TABE post-test will be administered to capture and document academic gains made as a result of the educational interventions provided. In addition to the TABE, work-readiness skills will be assessed for each participant. Centro CHA will utilize the WIA Youth Academy Project Work-Readiness Skills Pre and Post Tests to determine their needs and progress towards meeting their employment and educational goals. Centro CHA case managers complete and use an Individual Service Strategy (ISS) for each participant. The ISS allows case managers to capture and document key participant information regarding their program participation, assessment progress, barriers that are addressed during the course of program participation, as well as short and long-term goals. Alongside of the ISS, extensive case notes are maintained for each participant. The ISS and case notes document the needs and interests of the participant relevant to training in the two targeted high-growth / high-demand industries, and also verify the attainment of skills and knowledge required to enter and become employed in occupations in these fields.

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

With a focus on the aging population, the healthcare industry training proposed will provide out-of-school youth with the opportunity to engage in a detailed and structured moderate-term training program. Upon completion of this proposed career pathway, youth will obtain a certificate validating their skill attainment as a Personal Care Assistant. The second career pathway focus area under this proposal is professional / business services in security guard training. Both identified vendors have packaged a program for youth that will occur beginning in month two alongside of their current training program. Youth will participate in groups according to enrollment timeframes. Youth will attend classes and will attain an industry-recognized certificate validating their skills the area chosen and in line with their assessment outcomes. In addition to direct classroom instruction to prepare youth for high-growth and high-demand careers, their programs will be matched with work experience that compliment their classroom experiences. Centro CHA will provide key career guest speakers that represent the trade, occupations, and schools; focus workforce preparation activities on using the Internet to collect key labor market data; provide career exploration assignments and exercises; and provide opportunities to visit employers, one-stop centers, and other local vocational education institutions. In addition, youth will have the opportunity to earn the National Work Readiness Credential.

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

Centro CHA's proposed program will provide youth with the skills necessary to job search and assist youth in job placement. Several of the LIFT program components and experiences (e.g. occupational skills training, academic assistance, mentoring, work experience, leadership development, civic engagement, and career development) will provide youth with the skills necessary to job search and gain entry-level employment. These activities will be delivered through individual assignments;

interactive group workshops and activities; workforce preparation workshops on interviewing techniques, resume development, dressing for success, and cultural diversity in the workplace; time and financial management; and other topics as appropriate to ensure that participants gain the skills necessary to achieve job placement and retention. All youth participating in the program have full access to Centro CHA's onsite computer lab for use in preparing applications, cover letters, resumes, and conducting Internet job searches. They also have access to copiers and fax machines to assist in this effort. In addition to Centro CHA, identified career pathway vendors will also provide specific and targeted job search skills in the career pathway industries.

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

Centro CHA maintains clear plans and strategies to achieve outcomes related to WIA performance measures that include retention of youth in planned services. Each student activity is carefully tracked to monitor project participation, attendance at meetings, workshops, and classes, and screened on an ongoing basis for supportive service needs. Each youth is provided information on the performance goals to be achieved during orientation, and the manner in which goals will be addressed. Youth must make a commitment to participate and attend all sessions as part of the program in order to achieve the performance goals. All MIS forms are carefully completed to capture participant information that shows the achievement of outcomes relative to WIA performance measures. If a participant is not on track to make a positive impact upon performance benchmarks, interventions are implemented to assist the participant and provide the support needed. In addition, LIFT provides performance incentives up to \$300 in increments of \$75 upon successfully meeting or exceeding program goals as recorded in the ISS, and is supported and maintained in each youth file with appropriate documentation.

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

Services will be provided at Centro CHA's main office located at 1900 Atlantic Ave., 2nd Floor at the Center for Working Families in Central Long Beach. A majority of the proposed program services will be delivered onsite and offered during regular business hours of 8:30 a.m. – 6:00 p.m. Monday – Friday. Centro CHA has a reputation of providing youth friendly programs and promotes a violence-free environment creating a safe haven for all youth to actively participate and benefit from the services provided. Upon intake, youth participants are provided information about the agency culture, program expectations, and subsequently sign an agreement of rules and regulations.

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

Using continuous improvement strategies, Centro CHA's LIFT program has demonstrated proven performance management results during past WIA youth programs serving out-of-school youth. Program progress and participant success is monitored and gauged on a monthly basis through documentation in case files and is shown on the Monthly Management Report provided to the assigned program specialist at the Youth Opportunity Center. Similar strategies are in place to review quarterly and annual program progress and participant success.

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

To assist in the success of completing the credential components with a minimum passing score, soft skills training will be provided to each youth and young adult prior to the administration of the Credential components. Centro CHA will provide four-hours each of career exploration training, life skills training, and financial literacy training. Following the completion of 12-hours of combined training in these areas, each youth will receive an in-house certificate of completion and an identified and budgeted program incentives.

CAREER SUMMARY

- ✎ Over 20 years of experience working in Long Beach with a focus on serving the Latino population. Over 40 years living in the City and understanding the cultural and linguistic needs of the Latino community.
- ✎ Over 20 years experience working with local and regional partners to affect change and bring about seamless services to families in need.
- ✎ Experienced in organizational development areas of strategic planning, management, evaluation, training, event planning, human resources, marketing and public relations, and program sustainability.
- ✎ Work Ethics / Character Traits – strong interpersonal skills, high-quality leadership skills, able to multi-task, flexible, sensitive to cultural diversity, collaborative nature, hands-on, and solid community reputation for being a major role model in the community.
- ✎ Centro CHA is recognized for working across issues to improve accessibility, health, safety, education, and literacy for children and adults who reside in vulnerable Latino communities and neighborhoods across the City of Long Beach.
- ✎ Statewide and local organizations increasingly look to Centro CHA to help them fulfill their missions.
- ✎ Experience coordinating the work of several nonprofits in fund development including Premier Charter School. Coordinated LA LINK Regional Tobacco Education and Policy Project. Led Long Beach Community Action JTA for youth, an organization that advances self-sufficiency resources primarily for low-income youth and adults.

CAREER EXPERIENCE

Centro Community Hispanic Association, Inc. (Centro CHA)
Executive Director

2002 – Present

As the key leader of the organization, provides supervision for Centro CHA staff and contract consultants and oversees all daily agency operations. Provides leadership to the board of directors and represents the agency in the community. Responsible for all fiscal and programmatic activities, as well as responsible for all fundraising endeavors. Participates on local and regional boards and commissions, and creates meaningful bridges for the organization with local elected officials, government staff, and partnering agencies. Ensures the long-term capacity of the organization by creating a climate that is responsive to the needs of the community now and in the future.

COMMUNITY AND PROFESSIONAL ACTIVITIES

- Long Beach Commission on Children, Youth, and Families
- City of Long Beach, Public Safety Advisory Commission
- Long Beach North Project Area Committee
- Long Beach HIV Planning Group Committee – Vice Chair
- Leadership Long Beach, Class of 2002

Lupita Velasco

Objective

Dedicated employee who provides support and coordinates program responsibilities with exceptional results in workforce development programs, with emphasis on direct participant services in state and local funded programs.

Experience

04/02-present

Centro C.H.A. Inc.

Long Beach, CA

Program Coordinator

- Outreach, create, implement and coordinate programs for youth and adult participants with employment barriers
- Conduct orientation in English and Spanish, intake, determine eligibility, enrollment, administer pre and post tests, develop short and long term goals according to individual service strategies, determine supportive services to help meet participants' objectives
- Monitor confidential participant progress by providing intense case management and maintaining program files with supporting documentation and assist participants with appropriate referrals
- Provide training through workshops to enhance and market participants' skills and abilities to achieve program performance outcomes according to scope of work
- Develop and maintain worksites for participants' internship/work experience
- Prepare and submit reports on monthly basis of program achievements and challenges to executive director and state/local funders
- Market program through public presentations, meetings and community events
- Manage and train full and part time employees and community service workers
- Submit and distribute payroll checks to employees and assist employees with health care enrollment
- Provide administrative assistance to executive director
- Responsible for developing fundraising for annual banquet dinner, preparing invitations, sponsorship packets, point of contact for RSVP's, vendor selection, mail and receive banquet correspondence and finalize budget

07/00-04/02

Premiere Charter School

Long Beach, CA

Administrative Assistant

- Interview and enroll students in alternative education
- Serve as interpreter for administrative staff and teachers
- Maintain student attendance database and report to local and state administrators
- Manage and conduct nutrition program provided by local school district
- Submit monthly attendance reports to principal
- Provide administrative assistance to principal and assistant principal

02/97-07/00

Long Beach Community Services Corporation

Long Beach, CA

Program Coordinator

- Manage and train part time employees
 - Coordinate programs and activities for teen mom child care drop in center
 - Submit monthly participant reports to supervisor
 - Provide administrative assistance to supervisor
-

Lupita Velasco

08/96-2/97

Long Beach City College Bookstore

Long Beach, CA

Book Department Assistant

- Cashier
- Customer service
- Answering phones

Education

1991-1995

Jordan High School

Long Beach, CA

High School Diploma

References

Outstanding professional & personal references can be provided upon request.

FRANCISCO A. MARTINEZ

PROFILE:

Administrative support professional offering versatile office management skills and proficiency in Microsoft Office programs. Dependable planner and problem solver, who readily adapts to change; works independently; exceeds expectations; and strong ability to juggle multiple priorities and meet tight deadlines without compromising quality,

RELATED WORK EXPERIENCE:

April 2008 – Present **Centro CHA (Community Hispanic Association) Inc.** Long Beach, CA
Youth Coordinator/ Instructor- Workforce Investment Act (Youth Academy OS)

- Manage multiple projects focused in central Long Beach, providing youth services to low-income youth and young adults.
- Coordinate after school enrichment programs and recreational activities at the affordable housing facility, Pacific City Lights. Programs include: Girl Scouts Discovery program, PeaceBuilders, Job search & resume development services, college & FAFSA application assistance, holiday & multi-cultural celebrations, and homework assistance.
- Deliver twelve-series workshops to out of school, low-income young adults ages 19-21 under the Youth Academy Workforce Development program. Workshop topics include communication, decision-making, interpersonal, life-long learning skills, resume development, and job placement.
- Project Coordinator for the Summer Night Lights Violence Prevention Strategy and Youth Development Initiative in Central Long Beach.

November 2005 – May 2006 **City of Long Beach** Long Beach, CA
Administrative Assistant- Dan Baker, Councilmember 2nd District

- Communicated effectively with multiple departments within the city to plan meetings and provide human & civil services to 2nd district residents. Established these strong relationships in order to gain support and effectively achieve results.
- Assisted on multiple city projects and initiatives with local community partners, neighboring council offices, and elected officials.
- Managed multiple assignments and priorities under Dan Baker's real estate business, Green Valley Investments Inc. Spring Field, Missouri.
- Handled multifaceted clerical tasks (e.g., data entry, filing, records management and billing) as the assistant to the councilman, chief of staff, and community liaison.
- Computer Skills applied: Microsoft word, Excel, Power Point, Lotus notes, and Internet.

July 2003 – June 2005 **City Of Long Beach Department of Health & Human Services** Long Beach, CA
Peer Advocate- Peer Advocates Teaching Healthier Solutions (PATHS)

- The goal of the PATHS programs is to reduce the number of teenage pregnancies and to promote responsible parenting in Long Beach.
- Outreached to peers ages 14-18 and provided sexual health resources
- Instructed a ten-series workshop for High School Students. Workshop topics include self-esteem, decision-making skills, values clarification, communication, reproductive anatomy, birth control methods, HIV & other STDs, condom use and negotiation, goal setting, and job skills.

EDUCATION:

Long Beach City College, Long Beach CA
Associates Degree in Public Administration, In-progress

David Starr Jordan High School, Long Beach CA
High School Diploma, 2005
(Four year International Baccalaureate student, class president, honors, GPA: 3.79/4.0)

WORK HISTORY:

December 2010 (Seasonal)- Sales Representative, Women's Fragrance Dept.
Macy's, Lakewood, CA
December 2006 – December 2007- Mail Handler
U.S. Postal Service Long Beach, CA

July 2005 – September 2005- Art Specialist
R.M. Pyles Boys Camp, Valencia, CA

**CENTRO COMMUNITY HISPANIC ASSOCIATION, INC.
COST PROPOSAL**

A. List and briefly explain all budgeted or in-kind/leveraged/match expenses. Budget information will be reviewed so as to determine that costs are reasonable and feasible for services proposed.

The following Budget Narrative provides details on the costs included on the attached budget:

BUDGET NARRATIVE		
Project Staff	\$55,568	Funding to support 1.0 FTE Case Manager, .25 FTE Project Coordinator, .10 FTE Executive Director, and .25 FTE Clerical Support.
Fringe Benefits	\$10,696	Fringe Benefits for Staffing Requested
Training Materials and Supplies	\$5,518	NWRC - \$75 x 45 participants; \$18 x 40 retake fees; Materials for Soft-Skills Training; Office Supplies
Operating Costs	\$10,000	Costs associated with project implementation for 12-month period - postage, rent, utilities, communications, liability insurance, and participant payroll costs.
Program - Other	\$27,092	Costs include training in career pathways training - \$23,000 for Personal Care Assistant and \$4,092 for Security.
Incentives	\$7,000	Performance and program incentives for youth following completion of services and attainment of goals.
Support Services	\$7,500	Supportive services to cover participant barriers and needs associated with transportation, clothing, childcare, and other needs according to Centro CHA's supportive service policy matrix.
Indirect	\$6,626	Indirect at 10% of Direct Costs (Staffing + Benefits)
PGWIB REQUESTED BUDGET	\$130,000	
Cash Match	\$10,000	Provided by The California Endowment to Support Summer Night Lights Work Experience Positions for Youth
TOTAL PROJECT BUDGET	\$140,000	

B. Complete Attachment D Budget Form.

Please see the attached Budget Form.

C. Bonus Points - Cash Match

For the maximum 5 Points, cash match must total no less than 10% of the total funding request, and total listed on Form must be substantiated in Letters of Commitment/Support.

Please see the Budget Match form for information about the match provided, as well as an attached letter from The California Endowment verifying the amount.

D. Total Personnel Costs may not exceed 60% of the level of funds being requested.

Total personnel costs do not exceed 60% of the funds being requested.

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Centro CAA, Inc. Federal Tax ID No. 33-0703131
Address: 1900 ATLANTIC AVE, 2ND FLOOR
City: LONG BEACH State: CA ZIP: 90806
Contact Person: Jessica Quintana Telephone: (562) 570-4709
Email: jessica@centrocaa.org Fax: (562) 570-4753

Section 2. COMPLIANCE QUESTIONS

A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees.
 Yes No

B. Does your company provide (or make available at the employees' expense) any employee benefits?
 Yes No

(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)

C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
 Yes No

D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
 Yes No

(If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)

E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee?
 Yes No

(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

_____ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

_____ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

_____ Upon expiration of the contractor's current collective bargaining agreement(s).

B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)

_____ Yes _____ No

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this 30th day of March, 2012, at Long Beach, CA

Name Jessica Quintana Signature Jessica Quintana

Title Executive Director Federal Tax ID No. 33-0703131

ATTACHMENT C

WIA YOUTH PROGRAM AGENCY EXPERIENCE VERIFICATION FORM

To be completed by WIA RFP Respondent/Agency

A. Applicant/Agency Name: CENTER CHIA INC	
1. Funding Agency Name: (A WILMOTSE FOUNDATION)	2. Contact Person and Telephone No.: JULIO MARQUEZ (818) 702 1700
3. Contract Period: 7/1/07 - 6/30/12	4. Types of Funds: FOUNDATION
5. Amount Received: \$150,000	6. Amount Spent: \$144,000
7. Contract Activities: (CORE OPERATING SUPPORT, FOR EMPLOYMENT TRAINING & JOB COORDINATION SERVICES AS A VP STRATEGY FOR HIGH RISK POPULATION GROUP INVOLVED / INCARCERATED YOUTH IN CA)	8. Years Working with this Funding Source 3

To be completed by WIA RFP Respondent's Funding Agency

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

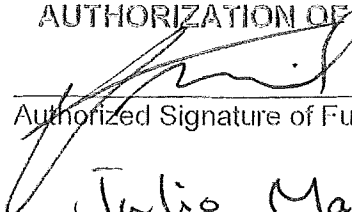
C.	Probation Sanction	YES	NO
1.	Has the Applicant/Lead Agency been placed on probation in any program it has administered through your funding source? (If "Yes," provide comments in section D)		✓
2.	Has the Applicant/Lead Agency been sanctioned or had program funds de-obligated in any program it has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

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

D. Performance Measures (e.g. Entered Employment Rate)	Benchmark Performance Level (e.g. 60% after exit)	Agency Performance Level (Actual Agency Performance Level)
93% BASIC SKILLS REHABILITATION	15%	91%
94% WORK	85%	91%
94% INDUSTRIAL RECOGNIZED CERT	80%	91%
91% EMPLOYMENT ATTACHMENT	75%	91%


Comments (Attach additional pages if needed):

AUTHORIZATION OF VERIFICATION REPORT:

 Authorized Signature of Funding Agency Verifying Report	3/27/12 Date
Julio Marcial Name of Authorized Signatory of Funding Agency Verifying Report	Program Director Title
(819) 702-1900 Telephone Number	(819) 702-1999 Fax Number
jmarcial@tcnf.org E-mail Address	

RFP RESPONDENT'S AUTHORIZATION TO RELEASE INFORMATION:

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

 Authorized Signature of Respondent/Agency	3/27/12 Date
JESSICA QUINANA Name of Authorized Signatory	EXECUTIVE DIRECTOR Title
(502) 570-4709 Telephone Number	(502) 570-4153 Fax Number
jquinana@caltechna.org E-mail Address	

ATTACHMENT C

WIA YOUTH PROGRAM AGENCY EXPERIENCE VERIFICATION FORM

To be completed by WIA RFP Respondent/Agency

A. Applicant/Agency Name: CENTRO C.H.A. INC.	
1. Funding Agency Name: CITY OF LONG BEACH DEPARTMENT OF HEALTH & HUMAN SERVICES	2. Contact Person and Telephone No.: SUSAN PRICE (562) 570-4003
3. Contract Period: 10/1/09 - 8/31/11	4. Types of Funds: GOVERNMENT
5. Amount Received: \$29,745	6. Amount Spent: \$29,745
7. Contract Activities: ESSENTIAL & PREVENTION CASE MANAGEMENT SERVICES (ex. job trng, rent assistance/utility) FOR YOUTH	8. Years Working with this Funding Source: 3

To be completed by WIA RFP Respondent's Funding Agency

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

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

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

D. Performance Measures (e.g. Entered Employment Rate)		Benchmark Performance Level (e.g. 60% after exit)	Agency Performance Level (Actual Agency Performance Level)
100%	SELF SUFFICIENCY CALCULATOR	26%	100%
100%	RENTAL/UTILITY ASSISTANCE	25%	100%
100%	CASE MANAGEMENT	58%	100%

Comments (Attach additional pages if needed):

AUTHORIZATION OF VERIFICATION REPORT:

Susan Price
Authorized Signature of Funding Agency Verifying Report

March 27, 2012
Date

Susan Price
Name of Authorized Signatory of Funding Agency Verifying Report

Manager, Bureau of Community Health
Title

(562) 570-4003
Telephone Number

(562) 570-4066
Fax Number

Susan.Price@longbeach.gov
E-mail Address

RFP RESPONDENT'S AUTHORIZATION TO RELEASE INFORMATION:

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

Jessica Quintana
Authorized Signature of Respondent/Agency

3/27/12
Date

JESSICA QUINTANA
Name of Authorized Signatory

EXECUTIVE DIRECTOR
Title

(562) 570-4709
Telephone Number

(562) 570-4753
Fax Number

jessica@centrocha.org
E-mail Address

ATTACHMENT C

WIA YOUTH PROGRAM AGENCY EXPERIENCE VERIFICATION FORM

To be completed by WIA RFP Respondent/Agency

A. Applicant/Agency Name: CENTRO C.H.A. INC.	
1. Funding Agency Name: THE CALIFORNIA ENDOWMENT	2. Contact Person and Telephone No.: JENNIFER CHHEANG (213) 928-8800
3. Contract Period: 2011	4. Types of Funds: ENDOWMENT
5. Amount Received: \$260,000	6. Amount Spent: \$243,704
7. Contract Activities: SUMMER NIGHT LIGHTS 2011 HEALTHY YOUTH VIOLENCE PREVENTION INITIATIVE	8. Years Working with this Funding Source 6

To be completed by WIA RFP Respondent's Funding Agency

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

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

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

D. Performance Measures (e.g. Entered Employment Rate)		Benchmark Performance Level (e.g. 60% after exit)	Agency Performance Level (Actual Agency Performance Level)
30	YOUTH EMPLOYED	TRAINING	TO REDUCE GANE
10	ADULTS EMPLOYED	MOU CONTRACTS	VIDLENCE
11	FUNDED SUBCONTRACTORS	CREATE 15 MEMBER	CREATE SAFE ENVIRONMEN
	PER TOTAL \$199,157	ADVISORY COMMITTEE IN	SERVED 15,000 YOUTH &
		COLLAB W/ CBO'S, PARKS	FAMILIES & LEVERAGE
		& REC, PD, COUNCIL &	OTHER FUNDING
		FUNDERS	RESOURCES

Comments (Attach additional pages if needed):

AUTHORIZATION OF VERIFICATION REPORT:

Jennifer Cheang
Authorized Signature of Funding Agency Verifying Report

3-28-12
Date

Jennifer Cheang
Name of Authorized Signatory of Funding Agency Verifying Report

Program Manager
Title

213-928-8719
Telephone Number

Fax Number

jchheang@calendow.org
E-mail Address

RFP RESPONDENT'S AUTHORIZATION TO RELEASE INFORMATION:

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

Jessica Quintana
Authorized Signature of Respondent/Agency

3/27/12
Date

JESSICA QUINTANA
Name of Authorized Signatory

EXECUTIVE DIRECTOR
Title

(672) 570 4709
Telephone Number

(562) 570 4753
Fax Number

jessica@certprocha.org
E-mail Address

ATTACHMENT D
CITY OF LONG BEACH
DEPARTMENT OF HUMAN RESOURCES
PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK
PROJECT BUDGET

Agency Information:

Name: Centro Community Hispanic Association, Inc.

Address: 1900 Atlantic Ave., 2nd Floor, Long Beach, 90806
Street City Zip Code

Telephone Number: 562.570-4709

Fax Number: 562.570.4753

Email Address: jessica@centrocha.org

Contact Person: Jessica Quintana, Executive Director

Federal ID: 33-703131

Agreement Information:

Budget Period: July 1, 2012 - June 30, 2013 **Contract No:** _____

Effective Date: 7/1/12 **Amendment No:** _____

Funding Source: Workforce Investment Act - Youth

Project Name: Latinos Investing in their Future (LIFT)

City of LB/ Pacific Gateway Workforce Investment Network	
Fiscal Approval: _____	Date: _____
Signature	
Print Name: _____	

BUDGET DETAIL

AGENCY: Centro Community Hispanic Association, Inc.

IN-DIRECT/ADMINISTRATIVE COST (10% CAP)			Budget Total
	PERCENTAGE		Total
In-Direct	10%		\$6,626
		TOTAL	\$6,626

SALARIES & WAGES			
Position Title/Hr.Salary	No. of Months	% of Time	Total
Executive Director / \$31	12	10%	\$6,500
Program Coordinator / \$20	12	25%	\$10,440
Case Manager / \$16	12	100%	\$33,408
Clerical / \$10	12	25%	\$5,220
		TOTAL	\$55,568

FRINGE BENEFITS			
Description	% Rate	Rate Applied to:	Total
All Positions			
FICA	7.65%	\$55,568	\$4,251
Workmen's Compensation	3.60%	\$55,568	\$2,000
Health & Welfare Insurance			
Retirement or Pension			
Other SUI	6.20%	\$55,568	\$3,445
FUTA	1.80%	\$55,568	\$1,000
		TOTAL	\$10,696

TRAINING MATERIALS & SUPPLIES			
Description		Quantity/Price	Total
National Work Readiness Credentialing			\$4,095
Soft-Skills Training			\$800
Office Supplies			\$623
		TOTAL	\$5,518

OPERATING COSTS			
Description		Quantity/Price	Total
Rent, Utilities, Insurance, Communications, Etc.			\$10,000
		TOTAL	\$10,000

PROGRAM - OTHER			
Description		Quantity/Price	Total
Personal Care Assistant Training		23 Youth	\$23,000

BUDGET DETAIL

AGENCY: Centro Community Hispanic Association, Inc.

Security Guard Training		22 Youth	\$4,092
		TOTAL	\$27,092

PARTICIPANT RELATED EXPENSE

INCENTIVES

(See PGWIN Policy Memorandum WDB-20 for details)

Description		Quantity/Price	Total
Performance Incentives	\$300 max per participant	TBD	\$3,500
Program Incentives	\$250 max per participant	TBD	\$3,500
		TOTAL	\$7,000

SUPPORTIVE SERVICES

Description		Quantity/Price	Total
Transportation, Childcare, Etc.		45	\$7,500
		TOTAL	\$7,500

GRAND TOTAL	\$ 130,000.00
--------------------	----------------------

MATCH CONTRIBUTION

Description		Quantity/Price	Total
In-Kind			
Cash			
	California Endowment		10,000.00
		TOTAL	10,000.00

BUDGET INFORMATION

AGENCY: Centro Community Hispanic Association, Inc.

SECTION A - Budget Summary by Categories

Acct.No.	Budget Category	Budget
118	Indirect Costs/Administrative	\$6,626
201	Staff Salaries	\$55,568
202	Fringe Benefits	\$10,696
203	Training Materials & Supplies	\$5,518
204	Operating Costs	\$10,000
205	Program - Other	\$27,092
PARTICIPANT RELATED COSTS		
301	Incentives	\$7,000
302	Support Services	\$7,500
TOTALS		\$130,000

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

Acct. No.	Budget Category	
	In-Kind Contribution	
	Cash Match Contribution	\$10,000
Note:	\$10,000	The California Endowment

The
California
Endowment

March 28, 2012

Jessica Quintana
Executive Director
Centro Community Hispanic Association, Inc.
1900 Atlantic Ave., 2nd Floor
Long Beach, CA 90806

Dear Mrs. Quintana,

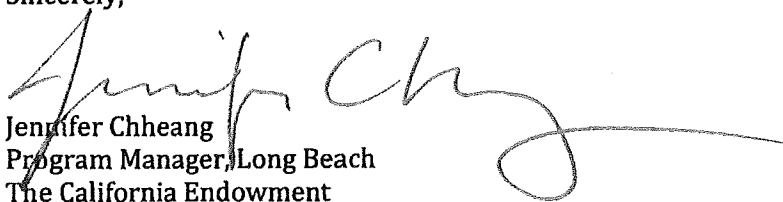
On behalf of The California Endowment, we would like to express our support of your agency's fund development efforts that serve needy youth in Central and West Long Beach. We understand that you are in the process of applying for Workforce Investment Act out-of-school youth funding that will provide needy youth ages 16-21 with the workforce development services needed to address their educational issues, career endeavors, and long-term self-sufficiency. We also know that through the Summer Night Lights program specifically in 2012, workforce development will be addressed at the three park locations – Admiral Kidd, Drake, and Martin Luther King, Jr.

The California Endowment has pledged \$125,000 to Centro CHA, Inc. to assist with the implementation of the 2012 program and costs associated with administering the program. Of this amount, we understand that Centro CHA will be using \$10,000 of this money towards potentially serving youth enrolled in their proposed out-of-school youth workforce development program – the same youth who will be actively involved in work experience and other activities at one or more of the three park locations. This cash match will allow the youth to gain critical workforce development and vocational skills that will not only address their needs educationally, but also their transferable skills into longer-term jobs and potentially careers beyond the Summer Night Lights program.

The Endowment is committed to providing funding to the identified Long Beach community through our Building Healthy Communities initiative. Summer Night Lights is just one way our investment is making a difference in the lives of Central and West Long Beach individuals and families. Working together with programs such as those funded by the Pacific Gateway Workforce Investment Board and leveraging resources allows our agencies to better serve residents and amplify our impact that will make the desired changes long-term.

Thank you for your efforts in creating a more dynamic service structure for your agency and the individuals served.

Sincerely,


Jennifer Chheang
Program Manager, Long Beach
The California Endowment

Attachment E
DEBARMENT CERTIFICATIONS

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

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

1. The prospective recipient of Federal assistance funds certifies, by submission of proposal, that:
 - a. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - b. Has not within three (3) year period preceding this bid/agreement/proposal had a civil judgment rendered against them for commission of frau or been convicted of 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 statement, or receiving stolen property.
 - c. Is nor presently or previously indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the numerous offenses enumerated in the above paragraph of this Certification; and
 - d. Has not within a three (3) year period preceding this bid/agreement/proposal had one or more public (Federal, state or local) transactions terminated for cause or default.

2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Jessica Quintana

Signature of Authorized Representative

Executive Director

Title of Authorized Representative

Centro Comm. Hispanic

Agency

Association Inc.

3/30/12

Date

ATTACHMENT F
DRUG FREE WORKPLACE CERTIFICATION

DRUG FREE WORKPLACE CERTIFICATION

LEGAL NAME OF AGENCY: Centro Community Hispanic Association, Inc.

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

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

CERTIFICATION

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

Official's Name: Jessica Quintana

Date Executed: 3/30/12 Executed in County of: Los Angeles

Signature: Jessica Quintana

Title: Executive Director

Federal I.D. Number: 33-703131

ATTACHMENT G
LOBBYING CERTIFICATION

FEDERAL CERTIFICATION REGARDING
LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS,
LOANS AND COOPERATIVE AGREEMENTS

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

1. No Federally-appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. All sub-recipients of subcontracts, sub-grants, and contracts under grants, loans, cooperative agreements shall certify and disclose accordingly.

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

<u>Jessica Quintana, Exec. Dir.</u>	<u>Exec. Dir.</u>
Name and Title of Authorized Signatory	Title
<u>Jessica Quintana</u>	<u>3/30/12</u>
Signature	Date

ATTACHMENT H
STATEMENT OF NON-COLLUSION

STATEMENT OF NON-COLLUSION

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

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

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

Jessica Quintana 3/30/12
Authorized Signature Date

Jessica Quintana, Executive Director
Print Name & Title

ATTACHMENT I W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Centro Comunicacion Hispanica Association, INC	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input checked="" type="checkbox"/> Other (see instructions) ▶ Nonprofit 501(c)(3)	
	Address (number, street, and apt. or suite no.) 1900 Atlantic Ave., 2nd Floor	
City, state, and ZIP code Long Beach, CA 90806		Requester's name and address (optional)
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

	Social security number : : : or Employer identification number 33-0703131
--	--

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ **Jessica Quintana** Date ▶ **3/30/12**

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM – cont'd.

Compliance with the EBO

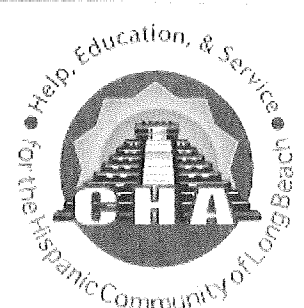
If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may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

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

Printed Name: Jessica Quintana Title: Executive Director

Signature: Jessica Quintana Date: 3/30/12

Business Entity Name: Centro Community Hispanic Association, LLC



Centro CHA, Inc.
LONG BEACH
Community
Hispanic
Association

**CENTRO COMMUNITY HISPANIC ASSOCIATION, INC.
2012 BOARD OF DIRECTORS**

DIRECTORS

Adolfo Chanez
Chief Financial Officer
St. Mary's Medical Center
411 E. 10th St.
Long Beach, CA 90813
(562) 491-9000
achanez@chw.edu

Theresa Marino
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(562) 547-6141
franklegalaid@yahoo.com

Danny Flores
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Dept. of Health & Human Services
2525 Grand Ave
Long Beach, CA 90815
(562) 570-7913
dxflore@ci.long-beach.ca.us

Leticia Mata
Assistant Vice-President
1701 E. St. Andrew Place
Santa Ana, CA 92705
(714) 755-5900 x.7440
lmata@orancecountyscu.org

EXECUTIVE COMMITTEE

Christine Rodriquez, Chairman
Business Consultant
425 So. Breed St.
Los Angeles, CA 90033
(562) 416-4648
christinerodriguez1@verizon.net

Howard Abrams, Vice Chairman
5103 Faust Ave
Lakewood, CA 90713
(562) 708-1605

Henry Taboada
Chief Financial Officer/Secretary
Retired, City of Long Beach Manager
239 Campo Dr.
Long Beach, CA 90803
(562) 865-0709
hetaoada@verizon.net

Jessica Quintana
Executive Director
Centro CHA, Inc.
727 Pine Ave.
Long Beach, CA 90813
(562) 570-4709
jessica@centrocha.org

Exhibit C

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

PROJECT BUDGET

Agency Information:

Name: Centro CHA Inc.

Address: 1900 atlantic Avenue Long Beach CA 90806
Street City Zip Code

Telephone Number: 562 570-4709

Fax Number: 562 570-4753

Email Address: jessica@centrocha.org

Contact Person: Jessica Quintana (Fiscal Staff)

Federal ID: 33-0703131

Agency Approval: _____ (Signature of Approving Agency Represent

Agreement Information:

Budget Period: 7/29/2012 - June 30, 2013 Contract No: _____

Effective Date: 7/29/2012 CFDA No. _____

Funding Source: _____

Project Name: WIA OS Youth Academy - LIFT Program

City of LB/ Pacific Gateway Workforce Investment Network

Fiscal Approval: JANDRA BELLER

Signature

Print Name: Jandra M Beller

Date: 7/18/12

BUDGET DETAIL

AGENCY: _____

IN-DIRECT/ADMINISTRATIVE COST (10% CAP)			Budget Total
	PERCENTAGE		Total
In-Direct Admin Cost	10%	6,626	6,626.00
TOTAL			6,626.00

SALARIES & WAGES			
Position Title/Hr.Salary	No. of Months	% of Time	Total
Lupe Velasco, Coordinator	\$ 12.00	25%	16,138.00
Brenda Novela	12.00	100	39,520.00
TOTAL			55,658.00

FRINGE BENEFITS			
Description	% Rate	Rate Applied to:	Total
POSITION A			
FICA	7.654	16,138	1,235.00
Workmen's Compensation	1.5	16,138	242.00
Health & Welfare Insurance	11	16,138	1,775.00
Retirement or Pension			
Other SUI	4.51	16,138	728.00
POSITION B			
FICA	7.654	39,520	3,025.00
Workmen's Compensation	1.5	39,520	593.00
Health & Welfare Insurance	11	39,520	4,347.00
Retirement or Pension			
Other SUI	4.51	39,520	1,782.00
TOTAL			13,727.00

TRAINING MATERIALS & SUPPLIES			
Description	Quantity	Price	Total
Participant Notebooks	1,000	\$20 x 50 Youth	1,000.00
Office supplies client files, paper	1,500	\$30 x 50 Youth	1,500.00
TOTAL			2,500.00

OPERATING COSTS			
Description	Quantity	Price	Total
Postage	300		300.00
Rent	7,579		7,579.00
TOTAL			7,879.00

BUDGET DETAIL

AGENCY: _____

PROGRAM - OTHER

Description		Quantity/Price	Total
Senior Solutions Occ Cert Training	14,000	\$700 x 20 Youth	14,000.00
Security Occ Cert Training	6,000	\$200 x 30 youth	6,000.00
		TOTAL	20,000.00

PARTICIPANT RELATED EXPENSE

INCENTIVES

(See PGWIN Policy Memorandum
WDB-20 for details)

Description		Quantity/Price	Total
Performance Incentives	\$300 max per participant	50 youth x \$300	15,000.00
Program Incentives	\$250 max per participant	8 Youth x \$250	2,110.00
		TOTAL	17,110.00

SUPPORTIVE SERVICES

Description		Quantity/Price	Total
Transportation,	3,000	75 Bus pass x \$40/ea	3,000.00
Uniform or Interview attire	3,500	35 youth x \$100ea	3,500.00
			6,500.00

GRAND TOTAL

\$ 130,000.00

MATCH CONTRIBUTION

Description		Quantity/Price	Total
In-Kind			
Description			
Cash	10,000	5 youth x \$2,000	10,000.00
Description			
		TOTAL	10,000.00

BUDGET INFORMATION

AGENCY: _____

SECTION A - Budget Summary by Categories

Acct.No.	Budget Category	Budget
118	Indirect Costs/Administrative	6,626.00
201	Staff Salaries	55,658.00
202	Fringe Benefits	13,727.00
203	Training Materials & Supplies	2,500.00
204	Operating Costs	7,879.00
205	Program - Other	20,000.00
PARTICIPANT RELATED COSTS		
301	Incentives	17,110.00
302	Support Services	6,500.00
TOTALS		\$ 130,000.00

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

Acct. No.	Budget Category	
	In-Kind Contribution	
	Cash Match Contribution	10,000.00
Note:	Summer Paid Internships	

Centro CHA Inc.
Cost Allocation Plan
Calendar Year 2012

Purpose and General Statements:

The purpose of this cost allocation plan is to summarize the methods and procedures that this organization will use to allocate costs to various programs, grants, contracts and agreements.

OMB Circular A-122 establishes cost principles for non-profit organizations and principles for allocating the costs of grants, contracts and other agreements with the federal government. The cost allocation plan for Centro CHA, Inc. is based on the direct allocation method described in OMB Circular A-122. The direct allocation method treats all costs as direct except administration and general expenses.

Direct costs are those that can be identified specifically with a particular program, grant, contract or agreement.

Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular program.

Only costs that are allowable, in accordance with the cost principles, will be allocated to benefiting programs by Centro CHA, Inc.

General Guidelines:

- A. Charge all allowable direct costs directly to the programs, grants, activity, etc. (examples of unallowable costs are advertising, alcoholic beverages, bad debts, contributions, entertainment, fines and penalties, etc. See OMB Cir. A-122).
- B. Prorate allowable direct costs that can be identified to more than one program individually using percentage of direct charge wages to each program.
- C. All other allowable general and administrative costs that cannot be identified to a specific program are allocated using a base. Most often the base used is the percentage of direct charge wages to the program.

Allocation of Costs:

The following information summarizes the procedures that will be used by Centro CHA, Inc. beginning January 1, 2012:

- I. Compensation for personal services will be documented with timesheets showing time distribution for all employees and allocated based on time spent on each program or grant. Salaries and wages are charged directly to the program for which work is done. Costs that benefit more than one program will be allocated to those programs based upon that ratio of each program's salaries to the total of all direct charge salaries (example 1). Costs that benefit all programs will be allocated based on the ratio of each program's salaries to the total of all salaries (example 2).

Fringe benefits (employer paid payroll taxes, workers' compensation insurance, health insurance, dental insurance, life and disability insurance, vacation pay, holiday pay, and sick pay) are all allocated in the same manner as salaries and wages.

- II. Travel costs are allocated based upon the purpose of travel. All travel costs are charged directly to the program for which the travel was incurred. Travel costs that benefit more than one program will be allocated to those programs based on the ratio of each program's salaries to the total of all direct charge salaries (example 1). Travel costs that benefit all programs will be allocated based on the ratio of each program's salaries to total salaries (example 2).
- III. Professional service costs (consultants, accounting and auditing services, etc.) are allocated to the program benefiting from the service. All professional service costs are charged directly to the program for which the service was incurred. Costs that benefit more than one program will be allocated to those programs based upon that ratio of each program's salaries to the total of all direct charge salaries (example 1). Costs that benefit all programs will be allocated based on the ratio of each program's salaries to total salaries (example 2).
- IV. Office expense and supplies (including office supplies and postage) are allocated based upon usage. Expenses used for a specific program will be charged directly to that program. Postage expenses are charged directly to the programs to the extent possible. Costs that benefit more than one program will be allocated to those programs based upon that ratio of each program's salaries to the total of all direct charge salaries (example 1). Costs that benefit all programs will be allocated based on the ratio of each program's salaries to total salaries (example 2).
- V. Centro CHA, Inc. depreciates equipment when the initial acquisition cost exceeds \$500. Items valued below \$500 are charged to the supplies category

and expensed in the current year. Unless allowed by the awarding agency, equipment purchases are recovered by depreciation. Depreciation costs for allowable equipment used by one program are charged directly to the program using the equipment. If more than one program uses the equipment, then an allocation of the depreciation costs will be based on the ratio of each program's salaries to the total of all direct charge salaries (example 1). Costs that benefit all programs will be allocated based on the ratio of each program's salaries to total salaries (example 2).

- VI. Printing (including supplies, maintenance and repair) expenses are charged directly to the programs that benefit from the service. Expenses that benefit more than one program will be allocated to those programs based upon that ratio of each program's salaries to the total of all direct charge salaries (example 1). Costs that benefit all programs will be allocated based on the ratio of each program's salaries to total salaries (example 2).
- VII. Insurance needed for a particular program is charged directly to the program requiring the coverage. Other insurance coverage benefiting all programs is allocated based on the ratio of each program's salaries to total salaries (example 2).
- VIII. Telephone and communication expenses, such as long distance and local calls, are charged to programs if readily identifiable. Other telephone or communications expenses that benefit more than one program will be allocated to those programs based on the ratio of each program's salaries to total salaries (example 1). Costs that benefit all programs will be allocated based on the ratio of each program's salaries to total salaries (example 2).
- IX. Training, conferences and seminars are allocated to the program benefiting. Costs that benefit more than one program will be allocated to those programs based on the ratio of each program's salaries to the total of such salaries (example 1). Costs that benefit all programs will be allocated based on the ratio of each program's salaries to total salaries (example 2).
- X. Rent and utilities expenses benefit more than one program and will be allocated based on the ratio of each program's salaries to total salaries (example 2).
- XI. Other costs (including dues, licenses and fees, etc.) will be allocated based on the ratio of each program's salaries to total salaries (example 2).
- XII. Unallowable costs, in accordance with OMB Circular A-122, include alcoholic beverages, bad debts, advertising, contributions, entertainment, fines and penalties, etc. Lobbying and fundraising costs are unallowable; but are treated as direct costs and allocated their share of general and administrative expenses.

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

Example 1

SALARIES SUMMARY

Positions	(Non-Direct) Admin	Building Strong	LIFT*	Total Salaries
Director	520	1,300	3,380	5,200
Program Coordinator	-	910	2,370	3,640
Case Manager	-	-	2,773	2,773
Job Developer	-	1,127	1,127	2,254
Youth Coordinator	-	2,773	-	2,773
Outreach Specialists	-	607	5,980	6,587
Total Salaries	520	6,717	15,630	23,227
Total Direct	22,707	6,717	15,630	
		22,707	22,707	
Direct Salary %		30%	70%	100%

*Lift includes In-School, Out-of-School, and Youth programs. Costs benefiting all programs will be split based on the percentage of direct wages for each program.

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

Example 2

SALARIES SUMMARY

Positions	(Non-Direct) Admin	Building Strong	LIFT*	Total Salaries
Director	520	1,300	3,380	5,200
Program Coordinator	-	910	2,370	3,640
Case Manager	-	-	2,773	2,773
Job Developer	-	1,127	1,127	2,254
Youth Coordinator	-	2,773	-	2,773
Outreach Specialists	-	607	5,980	6,587
Total Salaries	520	6,717	15,630	23,227
Total Direct	520	6,717	15,630	
	23,227	23,227	23,227	
Direct Salary %	3%	29%	68%	100%

*Lift includes In-School, Out-of-School, and Youth programs. Costs benefiting all programs will be split based on the percentage of direct wages for each program.

RVF
 C 7/10/12
 JZ
 7/11/12

EXHIBIT D
WIA YOUTH ACADEMY PROJECT
PY 2012-2013

Subcontractor: Centro CHA Inc. Total youth to be served: 50
 Program Name: LIFT- WIA Youth Academy PY 12-13 Region 1 Region 2

I. Enrollments	Jun/Jul 12	Aug 12	Sep 12	Oct 12	Nov 12	Dec 12	Jan 13	Feb 13	Mar 13	Apr 13	May 13	Jun 13
New participants per month			15	10	15	10						
II. Performance Outcomes	85%											
1. Basic Skills Attainment (85% of Goals Set)			15	10	15	10						
2. National Work Readiness Skills Credential (85%)				25		25						
3. Completion of Occupational Skills Training (85%)				25		25						
4. Industry-Recognized Certificate (90%)									50			
5. Exit Outcomes (75%)												
Program Services												
Basic Skills Assessmt 30 days after Enrollment Clock Begins (Date Set)	Program Services											
	1 Outreach and Recruitment											
	2 Certification and Enrollment											
	3 Skill Attainment Assessmnt											
	4 Skill Attainment Post Assessment (Up to 1 year from enrollment)											
	5 Workreadiness - National Work Readiness											
	6 Occupational Skills Training - Certificate of Completion											

III. Exit	Exit Quarter			Exit Quarter			Exit Quarter			Exit Quarter		
	Jun/Jul 12	Aug 12	Sep 12	Oct 12	Nov 12	Dec 12	Jan 13	Feb 13	Mar 13	Apr 13	May 13	Jun 13
1. Exits										50		
IV. Exit Outcomes (75% Total Placement Category)										50		
1. Employment												
2. Post Secondary Education												
3. Advanced Skills Training												
4. Military												
V. Follow Up (1st qtr after exit)										50		
1. Employment										5		
2. Post Secondary Education												
3. Advanced Skills Training												
4. Occupational Skills Training										50		
5. Military												
Exit at Any Time During Program Year Completion of Program Services												
Basic Skills Attainment on or prior to Exit, whichever comes first.												
1st Qtr Follow-up 'Employment, Post Secondary, Military or Advanced Training	1st Qtr After Exit			2nd Qtr After Exit			3rd Qtr After Exit					
				1st Qtr After Exit			2nd Qtr After Exit					
							1st Qtr After Exit					
3rd Quarter Follow Up Period State Measures												
* Industry Recognized Certificate												
* Employment, Post Secondary, Military or Advance Training												

VI. Projected Expenditure Summary (Cumulative Each Month)					
1ST QTR			2ND QTR		
July 2012	August 2012	September 2012	October 2012	November 2012	December 2012
6,081	12,162	32,498	52,834	73,170	93,506
3RD QTR			4TH QTR		
January 2013	February 2013	March 2013	April 2013	May 2013	June 2013
99,587	105,668	111,749	117,830	123,911	130,000