

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

CONTRACT

29712

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2
3 **THIS CONTRACT** ("Contract") is entered into, in duplicate, effective as of
4 February 9, 2006 for reference purposes only, pursuant to a minute order adopted by the
5 City Council of the City of Long Beach at its meeting held on February 7, 2006, by and
6 between LONG BEACH MEMORIAL MEDICAL CENTER/MILLER'S CHILDREN
7 HOSPITAL, a non-profit corporation, with offices located at 2801 Atlantic Avenue, Long
8 Beach, CA 90806, hereinafter referred to as "Contractor", and the CITY OF LONG BEACH,
9 a municipal corporation, hereinafter referred to as the "City".

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

12 1.1 The City through the Workforce Development Bureau collaborated with
13 local healthcare employers, higher education institutions and nursing labor organizations
14 on a proposal to respond to the Partnership to Increase Nursing Education Capacity
15 Project; and

16 1.2 The State has awarded a two-year grant with the City serving as the
17 grant recipient; and

18 1.3 The City has entered into an agreement with the State Employment
19 Development Department ("State") (Agreement No. ^{R692480} _____), with said Agreement hereinafter
20 referred to as "Prime Contract"; and

21 1.4 Contractor desires to perform such work in accordance with the terms
22 and conditions of this Contract;

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

25 2. DOCUMENT INCORPORATION

26 2.1 That the following documents are hereby incorporated herein and
27 made a part hereof by this reference as if set forth in full herein:

28 2.1.1 The Prime Contract referenced hereinabove (or any extension

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1 or continuation thereof or any grant agreement which is the successor thereto) between
2 the City and the State and the documents incorporated therein and attachments thereto,
3 including the assurances and certifications to the State.

4 2.1.2 Attachment "A" which is attached hereto, consisting of the
5 Contractor's program description, statement of work to be performed, Contractor's
6 operation plan for participants, program conditions and standards for Contractor's
7 performance under this Contract.

8 2.1.3 Attachment "B" which is attached hereto, consisting of the line
9 item budget for Contractor's program.

10 2.1.4 The Federal Regulations and Guidelines, as presently worded
11 or as promulgated or amended in the future entitled: "Workforce Investment Act of 1998,
12 Public Law 105-220."

13 2.2 Contractor and City agree to be bound by all the terms, conditions and
14 provisions contained in the Prime Contract referred to hereinabove and the documents
15 incorporated therein and the attachments thereto, as presently worded or promulgated or
16 amended in the future, and by all the terms, conditions and provisions contained in all the
17 documents incorporated herein by reference, to the extent that said Prime Contract and
18 the documents incorporated herein are applicable to the portions of Contractor's
19 performance hereunder; and the parties hereto agree to perform all duties, obligations and
20 tasks referable to each of said parties as set forth in said documents. In the event there
21 is any conflict between the provisions of this Contract and the provisions of the Prime
22 Contract referred to hereinabove, including the attachments thereto and the documents
23 incorporated therein, as presently worded or as amended in the future, the parties hereto
24 agree that the provisions of said Prime Contract shall prevail.

1 responsibility for the performance of the operation, coordination and administration of such
2 program pursuant to all the terms and conditions of Attachments "A" and "B".

3 4. TERM

4 4.1 The term of this Contract shall be deemed to have commenced as of
5 January 1, 2006, and unless sooner terminated pursuant to the provisions hereof, this
6 Contract shall terminate at midnight on December 31, 2007, and all eligible program costs
7 as indicated in Attachment "B", may be incurred during said period. Either of the parties
8 hereto shall have the right to terminate this Contract in its entirety at any time during the
9 term hereof for any reason whatsoever by giving 15 days' prior written notice of termination
10 to the other party; and the City shall have the additional right to cancel any part of this
11 Contract at any time during the term hereof for any reason whatsoever by giving 15 days
12 notice of such cancellation to the Contractor.

13 4.2 Notwithstanding the above, the City shall have the right to immediately
14 terminate and cancel this Contract where, at the sole determination of the City, Contractor
15 subjects City to liability, legal obligations or program operation obligations by Contractor's
16 actions and/or breach.

17 4.3 After each quarter, the City will compare the Contractor's planned
18 performance and contract earning levels with the Contractor's actual performance and
19 contract earning levels. If the Contractor is twenty-five percent (25%) below planned
20 performance and contract earning levels at the end of the first quarter or any quarter
21 thereafter, the Contractor shall implement a corrective action plan, which is subject to City
22 review and approval.

23 4.4 Underperformance at the end of the second quarter or any quarter
24 thereafter, shall permit the City to unilaterally cancel the contract or, in the alternative and
25 at the sole discretion of the City, deobligate funds from this Contract up to the amount of
26 the underexpenditures.

27 5. PAYMENT

28 5.1 The City shall, in due course, reimburse the Contractor for the actual,

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1 reasonable and necessary costs and expenses incurred by Contractor in the performance
2 of this Contract which are authorized and approved by Attachment "B" and are in
3 accordance with and pursuant to the Prime Contract, to the extent that such Prime
4 Contract is applicable to the Contractor's performance hereunder. Such payments by the
5 City shall be made only from County funds and shall be payable only after the City receives
6 said County funds with which to make such payments pursuant to the Prime Contract.

7 5.2 City may only make such advance payments hereunder to the
8 Contractor as are authorized and permitted by the County. Such advance payments to the
9 Contractor shall only be made from funds which are received by the City from the County
10 under the Prime Contract for such disbursement to the Contractor and such payments shall
11 be made in accordance with said Prime Contract and pursuant to Attachment "B". In no
12 event shall the total of such advance payments exceed an amount equal to the average
13 budgeted expenses for one (1) month as set forth in Attachment "B". Contractor will
14 maintain a separate account number within its accounting system for funds received
15 hereunder as advance payments



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

8 5.6 All payments to Contractor by the City, including advance payments
9 will be based upon invoices and the necessary supporting documents which the County,
10 State and the City may require Contractor to submit. The expenditure of all funds shall be
11 accounted for promptly, and Contractor shall keep separate detailed accounts for each
12 expenditure for each component part of this project.

13 5.7 Public or private non-profit contractor revenues in excess of costs are
14 to be treated as program income or profits in accordance with the City of Long Beach
15 Program Income Policy and will be used to further program objectives, unless the Governor
16 requires that such income be turned over to the State.

17 6. RECORDS

18 6.1 Contractor's records relating to the performance of this Contract will
19 be kept and maintained in the manner and method prescribed by applicable State
20 regulations and guidelines and City requirements and will be current, complete and
21 available for purposes of inspection and audit during business hours as deemed necessary
22 upon request by representatives of federal, state and local agencies.

23 6.2 As a condition of receiving Workforce Investment Act funds, the
24 independent auditor or monitor of the City, and the Employment Development Department
25 (EDD) auditors, investigators, monitors, and their representatives, shall at all times during
26 the period that the grant is in force and for a period of seven (7) years thereafter, have
27 access to all related records and financial statements and to individuals with knowledge
28 of the records and financial statements as may be necessary to ensure compliance with

1 the WIA statute, regulations, and directives.

2 7. FINANCIAL REPORTS

3 7.1 Contractor shall promptly distribute to the City Manager or his
4 designee copies of all correspondence including, but not limited to, financial, operational
5 and performance reports which Contractor submits to or receives from the County or State

1 Contractor's accounting system will be in compliance with agency procedures, applicable
2 Federal and State regulations and City requirements, and will be consistent with the
3 provisions of this Contract.

4 8.3 The following fiscal and accounting procedures shall be followed:

5 8.3.1 Maintain a bank account and perform monthly bank
6 reconciliations.

7 A. Deposit all receipts in the bank account promptly and intact.
8 (Do not pay any expense directly out of cash receipts.)

9 B. Maintain bank validated copies for every deposit slip in
10 chronological order. Each deposit slip should include sufficient detail to explain the source
11 of the funds being deposited. (The may be done by recording the details on the deposit
12 slip or by attaching supporting documentation which may have been received with the
13 receipts.)

14 C. Disburse all funds by check, preferably signed by two
15 employees, neither of whom is the bookkeeper or the accounting clerk.

16 8.3.2 Designate specific employees to perform each of the following
17 functions:

18 A. Receipt for goods and services provided to Contractor.
19 B. Approve the purchase of goods and services for Contractor.
20 C. Approve employee time sheets.
21 D. The designee for B.1 and B.2 above cannot be the same
22 person.

23 8.3.3 Maintain documented support for every check written which
24 should include:

25 A. Original invoice from vendor.
26 B. Indication by signature and date of an authorized employee that
27 the goods or services were received by the Contractor. (The may be done on a separate
28 receiving report, a copy of a packing slip or on the invoice itself.)

C. Indication that the goods or services were approved for

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1 manner represent that Contractor or any of its agents, volunteers, subscribers, members,
2 officers or employees are in any manner the officers, employees or agents, of the City or
3 the Great Long Beach Workforce Development Bureau (GLBWDB), an unincorporated
4 non-profit association. Contractor shall not have any authority to bind the City or GLBWDB
5 for any purpose at any time during the term hereof. Contractor or any of Contractor's
6 officers, employees or agents shall not have any power or authority as agents or
7 employees of the City or GLBWDB and shall not be entitled to any of the rights, privileges
8 or benefits of a City or GLBWDB employee.

9 10. ASSIGNMENT

10 10.1 Contractor may not delegate its duties or assign its rights hereunder,
11 either in whole or in part, without the prior written consent of the City.

12 11. INDEMNIFICATION AND HOLD HARMLESS

13 11.1 Contractor expressly agrees to defend, protect, indemnify and hold
14 GLBWDB, the City, their officers, employees and agents, free and harmless from and
15 against any and all claims, damages, expenses, loss or liability of any kind or nature
16 whatsoever growing out of, or resulting from the alleged acts or omissions of Contractor,
17 its officers, agents or employees in the performance of this Contract; and Contractor shall
18 at its own cost, expense and risk, defend all claims or legal actions that may be instituted
19 against either the Contractor, GLBWDB, or the City, and Contractor shall pay any
20 settlement entered into or satisfy any judgment that may be rendered against either the
21 Contractor, GLBWDB, or the City as a result of said alleged acts or omissions of
22 Contractor, its officers, agents or employees in the performance of this Contract.

23 12. INSURANCE

24 12.1 Concurrent with the execution of this Contract by Contractor, and as
25 a condition precedent to the effectiveness of this Contract and in partial performance of the
26 obligations assumed under Section 10 hereof, Contractor shall procure and maintain at
27 Contractor's expense for the duration of this Contract the following insurance against

1 with the performance of this Contract by the Contractor, its agents, representatives,
2 employees or subcontractors.

3 12.1.1 Comprehensive General Liability in an amount not less than
4 Two Million Dollars (\$2,000,000) combined single limit for each occurrence or Four Million
5 Dollars (\$4,000,000) General Aggregate for bodily injury, personal injury and property
6 damage. GLBWDB, the City, their officials, employees, agents, and volunteers shall be
7 covered as insureds as respects liability arising out of activities performed by or on behalf
8 of the Contractor and coverage shall be in a form acceptable to the City Risk Manager.

9 12.1.2 Automobile Liability in an amount not less than Five Hundred
10 Thousand Dollars (\$500,000) combined single limit per accident for bodily injury and
11 property damage covering owned, non-owned and hired vehicles.

12 12.1.3 Workers' Compensation as required by the Labor Code of the
13 State of California and Employers' Liability limits of One Million Dollars (\$1,000,000) per
14 occurrence.

15 12.1.4 Accidental Medical, Death and Dismemberment Insurance for
16 all participants not entitled to workers' compensation benefits under the provisions of
17 Section 3700 of the Labor Code of the State of California, unless this requirement has
18 been waived in writing by the City Risk Manager. Said insurance shall be in amounts not
19 less than One Hundred Thousand Dollars (\$100,000) Accidental Death and
20 Dismemberment.

21 12.1.5 Blanket Honesty and Comprehensive Crime Bond in an
22 amount of fifty percent (50%) of sums payable under this Contract, or Twenty-Five
23 Thousand Dollars (\$25,000), whichever is higher, to safeguard the proper handling of funds
24 by those employee's agents or representatives of the Contractor who sign as the maker
25 of checks or drafts or in any manner authorize the disbursement or expenditure of said
26 funds.

27 12.2 Each insurance policy shall be endorsed to state that coverage shall
28 not be cancelled by either party, reduced in coverage or in limits, except after thirty (30)

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1 days' prior written notice has been given to the City, and shall be primary and not
2 contributing to any other insurance or self-insurance maintained by the City or GLBWDB.

3 12.3 Acceptable insurance coverage shall be placed with carriers admitted
4 to write insurance in California, or carriers with a rating of or equivalent to A:VIII by A.M.
5 Best Company and may be subject to such self-insurance or deductible as may be
6 approved by the City Risk Manager. Any subcontractors which Contractor may use in the
7 performance of services under this Contract shall be required to maintain insurance in
8 compliance with the provisions of this Section.

9 12.4 Contractor shall furnish the City with certificates of insurance and with
10 original endorsements affecting coverage as required above. The certificates and
11 endorsements for each insurance policy shall be signed by a person authorized by that
12 insurer to bind coverage on its behalf. Policies written on a "claims made" basis shall
13 provide for an extended reporting period of not less than one hundred eighty (180) days.
14 No claims made policies shall be acceptable to City unless the City Manager determines
15 that no occurrence policy is available in the market for the particular risk being insured.
16 Any modification or waiver of insurance requirements contained in this Contract shall only
17 be made with the written approval of the City Risk Manager in accordance with established

resulting with any invention during the performance of this contract provided in

1 B. The person's or organization's policy of maintaining a drug-free
2 workplace;

3 C. Any available counseling, rehabilitation and employee
4 assistance programs; and

5 D. Penalties that may be imposed upon employees for drug abuse
6 violations.

7 13.2.2 Provide as required by Government Code Section 8355(c), that
8 every employee who works on the proposed contract or grant:

9 A. Will receive a copy of the company's drug-free policy statement;
10 and

11 B. Will agree to abide by the terms of the company's statement
12 as a condition of employment on the contract or grant.

13 13.3 Contractor may be subject to suspension of payments or termination
14 for failure to carry out the requirements of Government Code Section 8355 (a) to (c). As
15 provided in Government Code Section 8357, the City shall not be required to ensure that
16 Contractor provides a drug-free workplace.

17 14. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

18 14.1 In the performance of this Contract, the Contractor will not discriminate
19 against any person in receiving aid, benefit, service or training on the basis of race, color,
20 religion, ancestry, sex, sexual orientation, AIDS, AIDS related condition, national origin,
21 age, marital status, disability, handicap, veteran status, political affiliation or belief, and, for
22 beneficiaries only, citizenship or participation in WIA. The Contractor will take affirmative
23 action to ensure that applicants are employed, and that employees are treated during
24 employment or services in an equal manner, without regard to their race, color, religion,
25 ancestry, sex, sexual orientation, AIDS, AIDS related condition, national origin, age, marital
26 status, disability, handicap, veteran status, political affiliation or belief, and, for beneficiaries
27 only, citizenship or participation in WIA. Such action shall include, but not be limited to, the
28 following: employment, upgrading, demotion or transfer, recruitment or recruitment

1 advertising; layoff or termination; rates of pay or other forms of compensation; and
2 selection for training, including apprenticeship.

3 14.2 The Contractor shall permit access by the City or any other agency of
4 the county, state or federal governments to Contractor's records of employment,
5 employment advertisements, application forms and other pertinent data and records, for
6 the purposes of investigation to ascertain compliance with the fair employment practices
7 provisions of this Contract.

8 14.3 Contractor shall at all times be in compliance with all applicable
9 provisions of the Americans with Disabilities Act of 1990 (ADA). Compliance with the ADA
10 shall be the sole responsibility of Contractor and Contractor shall defend and hold the City
11 and GLBWDB harmless from any expense or liability arising from Contractor's non-
12 compliance therewith. For instant, in compliance therein, if a disabled person is qualified
13 to perform the essential functions of a job, Contractor shall not discriminate against the

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_____? The WDB/City may initiate a modification at any time during the term of this

_____ contract upon written concurrence from the Contractor

1 purpose of this Contract without first seeking the written authorization and consent of the
2 City.

3 16. BREACH OF CONFIDENTIALITY

4 16.1 Contractor shall not be liable for a breach of confidentiality with respect
5 to Data that:

6 16.1.1 Contractor demonstrates Contractor knew prior to the time City
7 disclosed it; or

8 16.1.2 Is or becomes publicly available without breach of this Contract
9 by Contractor; or

10 16.1.3 A third party who has a right to disclose does so to Contractor
11 without restrictions on further disclosure; or

12 16.1.4 Must be disclosed pursuant to subpoena, court order, state or
13 federal WIA rules and regulations, federal Department of Labor rules and regulations, or
14 other governmental agency/entity responsible for WIA program administration.

15 17. COPYRIGHTS AND PATENT RIGHTS

16 17.1 Contractor shall place the following copyright protection on all Data:
17 © City of Long Beach, California 2003.

18 17.2 City reserves the exclusive right to seek and obtain a patent or
19 copyright registration on any Data or other result arising from Contractor's performance of
20 this Contract. By executing this Contract, Contractor assigns any ownership interest
21 Contractor may have or claim in the Data to City.

22 18. NOTICES

23 18.1 All notices given pursuant to the provisions hereof may be served
24 either by: (1) enclosing the same in a sealed envelope addressed to the party intended
25 to receive the same at the address indicated herein and deposited postage prepaid, in the
26 U.S. Postal Service as certified mail, return receipt requested, or (2) personal service.
27 Such notices shall be effective on the date personal service is affected or the date of the
28 signature on the return receipt. For the purposes hereof, the address of the City and the

1 proper party to receive any such notices on its behalf is the City Manager, City Hall, 333
2 West Ocean Boulevard, Long Beach, California 90802; and Contractor's address for
3 service of any such notices shall be Long Beach Memorial Medical Center/Miller's Children
4 Hospital, 2801 Atlantic Avenue, Long Beach, California 90806, Attention: Susan Crockett;
5 Telephone No. (562) 933-0605, Fax No. (562) 933-1107, email address:
6 scrockett@memorialcare.org

7 19. CONTRACT ADMINISTRATION

8 19.1 The City Manager or any designee of the City Manager is authorized

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1 provisions of this Contract into separate Sections, paragraphs and clauses are for the
2 purpose of convenience only and shall not be considered a part hereof, and shall have no
3 effect on the construction or interpretation of any part of this Contract.

4 24. CHOICE OF LAW

5 24.1 This Contract shall be governed by and construed pursuant to the laws
6 of the State of California.

7 25. TAX IDENTIFICATION NUMBER

8 25.1 Contractor's Tax Identification Number is [REDACTED]

9 26. AUTHORIZATION TO EXECUTE

10 26.1 Contractor warrants and affirms to City that any and all persons
11 signing this Contract are authorized and empowered to so sign and signing by such person
12 or persons does bind Contractor to all terms, covenants and conditions of this Contract.

13 **IN WITNESS WHEREOF**, the parties hereto have caused these presents to

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1 be duly executed with all the formalities required by law on the respective dates set forth
2 opposite their signatures.

3 **LONG BEACH MEMORIAL MEDICAL**
4 **CENTER/MILLER'S CHILDREN HOSPITAL, a**
5 **non-profit corporation**

6 Dated: 7/8/06, 2006

7 By: [Signature]
8 Title: SVP

9 Dated: 7.14, 2006

10 By: [Signature]
11 Title: CEO

12 "Contractor"

13 **CITY OF LONG BEACH, a municipal**
14 **corporation**

15 Dated: Aug 14, 2006

16 By: [Signature]
17 City Manager

18 "City"

19 The foregoing Contract is hereby approved as to form on July 31, 2006.

20 ROBERT E. SHANNON, City Attorney

21 By: Charles Parkin
22 ~~Everett L. Glenn, Deputy~~
23 Charles Parkin

24 Robert E. Shannon
25 City Attorney of Long Beach
26 333 West Ocean Boulevard
27 Long Beach, California 90802-4664
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Approved as to form.
[Signature]
Signature
[Signature]
Title MHS
7/19/06
Date

ATTACHMENT "A"

STATEMENT OF WORK

Greater Long Beach Nursing Capacity & Enhancement Project

CONTRACTOR: Long Beach Memorial Medical Center
2801 Atlantic Avenue
Long Beach, CA 90806
(Hereinafter referred to as "Contractor")

Contract Period: January 1, 2006 – December 31, 2007

STATEMENT OF WORK

The Nursing Capacity & Enhancement Project (NCE) is designed to increase the capacity of the Long Beach City College District (LBCCD) Associate Degree Nursing (ADN) Program by 35 slots per semester (70 annually) and maximize program outcomes through the provision of academic and supportive services designed to enhance program retention and graduation rates and ensure passage of the California State Board of Registered Nursing Examination on the first attempt.

The partners for this project include LBCCD, the Long Beach Memorial Medical Center (LBMMC), and the City's Workforce Development Bureau (WDB).

In accordance with this contract, the Contractor shall provide assistance to 40 students enrolled in the ADN Program and 30 students enrolled in the Advanced Placement – LVN to RN (AP-LVN) Program.

Contractor shall hire or identify one part-time (.5 FTE) Coordinator to assist in the daily operation of NCE, participate in the identification and selection of NCE participants, recruit staff of LBMMC/MCH to serve as adjunct clinical faculty, coordinate clinical site placements, assist clients who desire entry-level employment, recruit staff to serve as preceptors, and serve as a mentor to NCE participants in the MemorialCare System.

To support increased ADN education capacity, Contractor will increase clinical site placements utilizing baccalaureate and masters prepared nursing staff to serve as adjunct clinical faculty and, in coordination with LBCCD, will incorporate evidence-based clinical curriculum into all clinical rotations. Contractor will ensure staff participates in curriculum orientation and weekly faculty team meetings facilitated by LBCCD. It is anticipated that a total of 7,920 hours of clinical site instruction will be provided.

Contract will allow student access to the Health Skills Education Center at LBMMC, which includes both pediatric and adult human patient simulators to facilitate competency in delivery of patient care. Use of the Center will be contributed in-kind to the Project.

Contractor will provide classroom space on site for all sections of the program and office space, computers and communications for staff in-kind to the Project.

Contractor staff shall work closely with the LBCCD Mentor/Program Coordinator for the ADN Program to recruit LBMMC/MCH staff to serve as Preceptors who will to work with an estimated 50 students in the last semester of their educational program.

Referrals to the WDB Employment Specialist will be made to address non-academic barriers to success like childcare, transportation, or employment.

Following completion of education and licensing, Contractor will assist ADN and AP-LVN students with employment opportunities at LBMMC/MCH and/or other area healthcare facilities.

Contractor will assist in the provision of follow-up services following placement to ensure employment retention.

AMOUNT OF CONTRACT

Contractor's funds shall not exceed \$414,152 to achieve the aforementioned program objectives. The Contractor shall be paid for services identified under the column "**WIA 15%**" in Attachment "B" on a cost reimbursement basis. Acceptable documentation must be submitted with invoices. This contract is subject to the availability of funding and subject to the relevant regulations, directives, policies, and procedures.

The Contractor may exceed cost categories by more than 10% provided that the difference is reduced from other accounts with 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 processed either through a Letter of Modification or an amendment to the contract.

In addition, Contractor agrees to disburse to students up to \$117,534 in the cash contributions identified under the column "**Cash**" in Attachment "B" to support student supportive service costs.

Also, Contractor agrees to disburse to LBCCD \$326,597 in cash contributions identified under the column "Cash" in Attachment "B" to support operating costs associated with this project. Such disbursements will be made upon request by LBCCD.

PLANNED EXPENDITURE REPORT

The Contractor shall submit all billing information and invoices on a monthly basis to the Career Transition Center, 3447 Atlantic Avenue, Long Beach CA 90807, attention WBD's Program Liaison as follows:

- Monthly Expenditure Reports – Due by the 15th of each month
- Monthly Agency Invoices – Due by the 15th of each month

These reports will also contain a record of disbursements for the cash contributions to students identified under the column "Cash" and in-kind contributions identified under the column "In-Kind" in Attachment "B."

The Contractor shall be monitored monthly to ensure billing is timely and complete with supporting documentation (i.e., receipts, invoices, sign-in sheets).

PROGRAM ACTIVITIES/RELATED PERFORMANCE STANDARDS

Expenditure Rate:

Quarterly, the City shall compare planned performance and earning levels with actual performance and earning levels. If Contractor is 25% below planned totals at the end of the quarter or any quarter thereafter, Contractor shall implement a corrective action plan reviewed and approved by the City. The City has the right to unilaterally cancel the contract or, in the alternative, deobligate funds up to the amount of the under expenditure.

Outreach and Recruitment:

1. Recruitment of students will be the shared responsibility of all Project Partners (WDB, LBMMC, and LBCCD staff). Staff will identify and select students from among applicants for the generic ADN Program pool and qualified applicants for the AP-LVN Program. The following general guidelines will be used to select individuals for enrollment in the NCE Project:
 - A. Specific to the ADN Program, students who show the potential to complete ADN coursework during the project period and are determined to meet current ADN requirements will be interviewed by Project Coordinators from LBCC and LBMMC/MCH for potential enrollment in one of the 40 increased ADN slots developed through the Project. Selection will be based upon an overall GPA of 2.5 or above. All student applicants will also be assessed for prerequisite completion and program readiness and will be interviewed to identify barriers to program completion and success.
 - B. Specific to the AP-LVN Program, applicants and incumbent employees who have successfully completed the bridge course ADN 20A (Transition to Second Level Nursing) and who are applying for admission to LBCCD's AP-LVN Program will be interviewed. Those who show the potential to complete coursework during the project period and who meet the current AP-LVN requirements will be interviewed for enrollment in one of the 30 increased AP-LVN slots developed through the Project. Selection will be based on an overall GPA of 2.5 or above. Outreach and recruitment of employees of LBMMC/MCH who are LVNs and ancillary healthcare workers will be conducted through informational meetings, advertising in employee newsletters, on the MemorialCare internet website, in department meetings, and notification to department managers about these educational opportunities.
2. Partners shall market and conduct outreach to current employees and current students.
3. Contractor shall ensure that outreach and recruitment materials distributed to the public state that activities funded under the Project are "equal opportunity employer/programs" and that "auxiliary aids and services are available upon request to

participants with disabilities.” In addition, Contractor shall ensure that outreach and recruitment materials reference a phone number, a TDD/TTY number, or relay service number.

Orientation:

Orientations shall include the following:

1. Requirements for participating, information regarding eligibility criteria, attendance, performance, and safety standards.
2. Pre-requisites for participating in specific Project-supported training.
3. An explanation of the training curriculum and additional services available to participants.
4. Information regarding the healthcare industry and training occupations (i.e., industry shortages, wages, occupational demands, career ladders, etc.).
5. Information regarding subsequent follow-up services provided by WDB staff as required under the City, Grant, State and the State’s contracted evaluation agency.

Contractor shall coordinate the orientation schedule with the WDB’s Program Liaison.

Assessment/Suitability/referral/Enrollment:

1. Contractor, in collaboration with the WDB and Project Partners, will pre-screen prospective students/participants for eligibility under WIA criteria.
2. Contractor shall ensure that data required for MIS documentation is submitted timely for those participants enrolled in the Project.
3. Contractor shall adhere to MIS data due dates established by the WDB. Late submission of data may cause for disallowance of payments.

Training and Related Activities:

1. Contractor shall ensure that training sites/facilities meet all applicable health and safety standards and City/State/Federal requirements.
2. Contractor shall ensure that participants are provided with safety instructions, materials, and equipment necessary for reasonable protection against injury and damage.
3. Contractor shall notify the WDB prior to entering into any agreements with outside vendors or contractors relative to the operation of this Project.
4. Contractor shall use reasonable efforts to ensure that participants are appropriately prepared for State/Federal examinations required for attainment of occupational designation. This will include support through payment of NCLEX-RN Board Review Classes.

5. Contractor shall assist in the identification of students qualifying for incentives, which are to be awarded at the end of each semester based upon successful course passage with a GPA of 2.5 or above.
6. Contractor shall ensure that appropriate intervention is provided in response to any issues expressed by participants and/or barriers identified by participants and/or staff.
7. Contractor shall use reasonable efforts to ensure that training progress is documented through case notes, attendance records, progress reports, evaluations, and examinations. Job search efforts are also to be documented.
8. Contractor shall provide the Program Liaison with information and reports, as requested, detailing the participant's status and Project outcomes.

Anticipated Outcomes:

As a result of participation in the NCE Project, it is anticipated that 63 students will attain an Associate Degree in Nursing, pass the California Board of Registered Nursing Examination, and gain entry-level employment as licensed RNs at an average hourly rate of \$20.00. For those elevating from LVN positions, it is anticipated that the average hourly wage gain will be \$13.00.

MAINTENANCE OF EFFORT

1. 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).
2. No program shall impair existing contracts for services or collective bargaining agreements without the written concurrence of the labor organization and employer concerned.
3. No participant shall be employed when (a) any other individual is on layoff from the same or any substantially equivalent job, or (b) when the employer has terminated the employment with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this contract.
4. No jobs shall be created in a promotional line that would infringe in any way upon the promotional opportunities of currently employed participants.
5. The City reserves the exclusive right to seek and obtain a patent or copyright registration on any performance of experimental, developmental, or research work resulting with any invention during the performance of this contract provided in accordance with 37 CFR, part 401, as appropriate.

PROGRAMMATIC CONTROLS

Controls must be instituted by the Contractor to ensure that:

1. Required reports, MIS documentation, invoices, etc., contain accurate, information and are submitted on a timely basis.
2. Discrepancies in reports, MIS documentation, invoices, etc., are resolved quickly.
3. Contractor shall comply with applicable Federal, State, and local nondiscrimination and equal opportunity provisions. In addition, Contractor must ensure that Contractor and staff are prohibited from retaliation or reprisal against an individual that:
 - a. Has filed a complaint
 - b. Opposed a practice prohibited by nondiscrimination and equal opportunity provisions.
 - c. Furnished information to, or assisted or participated in any manner in an investigation, review, hearing, or any other activity related to the administrations of nondiscrimination and equal opportunity provisions.
 - d. Exercised any rights and privileges under non-discrimination and equal opportunity provisions.
4. All staff, training and services, authorized under this contract adhere to applicable WDB/City of Long Beach policies and procedures. In addition, authorized training and services must comply with WIA regulations, directives, policies, procedures, and amendments.

RECORD MANAGEMENT

1. Contractor agrees to maintain records to document all costs, direct and indirect, in-kind and cash match amounts incurred under this contract to account for all money received and incurred. All records shall be kept for a period of seven (7) years from the date final payment is made under this contract.
2. Contractor shall maintain the confidentiality of any information regarding the participant that may be obtained through documents from public agencies, counselors, or any other source. Without permission of the WDB Coordinator such information shall be divulged only as necessary for the performance or evaluation of this contract and only to persons having responsibility under this contract.
3. All reports records, files, etc., generated or maintained in support of or as a result of this contract are subject to review/monitoring and are to be made available during regular business hours to appropriate City, State, and Federal agencies/representatives or designees for inspection on an as-needed basis. Contractor shall also provide reasonable and timely access to personnel for the purpose of interviews and discussion related to training and services provided under this contract.
4. A complete file will be maintained for each customer by WDB staff with the assistance of the contractor. Files, at minimum, must contain the following:

- a. Assessment/Application Form
- b. Equal Opportunity/Customer Complaint Procedures Forms
- c. Eligibility Documentation
- d. MIS Forms (Application, Enrollment, Exit and Follow-up)
- e. Individual Employment Plan (developed by WDB staff with customer)
- f. Case notes (monthly)
- g. Attendance Reports
- h. Progress/Evaluation Reports
- i. Licenses, registrations, certifications earned (as applicable)
- j. Supportive Services Documentation
- k. Tuition Reimbursement Documentation

Minimum requirements for file documentation may change according to WDB/City policies and procedures. In addition, requirements for file documentation may also change according to WIA regulations, directives, bulletins, policies, procedures, and amendments.

CONTRACT MODIFICATION

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

1. All requests for contract modification must be provided in writing and include detailed justification for such a modification and be submitted to the Project Coordinator 30 days in advance of requested modification.
2. The WDB/City may initiate a modification at any time during the term of this contract upon written concurrence from the Contractor.

**CITY OF LONG BEACH
DEPARTMENT OF COMMUNITY DEVELOPMENT
WORKFORCE DEVELOPMENT BUREAU
PROJECT BUDGET SUMMARY**

Organization Information:

Name: Long Beach Memorial Medical Center

Address: 2801 Atlantic Avenue Long Beach, CA 90806-1737
Street City Zip Code

Telephone Number: (562) 933-0605

Fax Number: (562) 933-1107

Email Address: scrockett@memorialcare.org

Contact Person: Sue Crockett

Federal ID: [REDACTED]

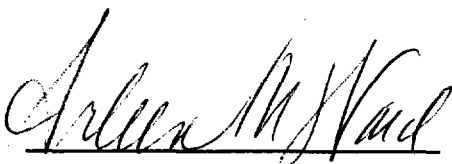
Agreement Information:

Budget Period: 1/01/06 - 12/31/07 **Contract No:** _____

Effective Date: 1/1/2006 **Amendment No:** _____

Funding Source: WIA 15% Discretionary Grant

Project Name: Nursing Capacity Enhancement Project (NCE)

Fiscal Approval:  **Date:** 4/4/06

BUDGET INFORMATION

SECTION A - Budget Summary by Categories

| Acct.No. | Budget Category | (A) | (B) | (C) |
|-------------------------------|------------------------------|------------|-------|------------|
| 101 | Administrative Costs | | | - |
| 102 | Fringe Benefits | | | - |
| 103 | Administrative Costs - Other | | | - |
| 118 | Indirect Costs | | | - |
| 201 | Project Staff | 80,000.00 | | 80,000.00 |
| 202 | Fringe Benefits | 29,232.00 | | 29,232.00 |
| 203 | Training/Training Materials | 304,920.00 | | 304,920.00 |
| 204 | Operating Costs | | | - |
| 205 | Support Services | | | - |
| 206 | Program - Other | | | - |
| | | | | |
| Total Funds Requested: | | 414,152.00 | - | 414,152.00 |

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

| Acct. No. | Budget Category | (A) | (B) | (C) |
|----------------------------------|----------------------|------------|-------|------------|
| 301 | Cash Contribution | 118,534.00 | | 118,534.00 |
| 302 | In-Kind Contribution | 465,032.00 | | 465,032.00 |
| | | | | - |
| Total Cost Sharing/Match: | | 583,566.00 | - | 583,566.00 |

Note: Use column A to record funds requested for the initial period of performance (i.e., 12 months, 13 months, etc); Use Column B to request budget modification changes to your original budget, Column A, (i.e., requests for additional funds or line item changes); and use Column C to record the totals (A + B). If this is the initial budget request, there will be no modifications and Column A will equal column C.

BUDGET DETAIL

ADMINISTRATIVE COSTS
Account 101

| Position Title/Activity | Annual Salary | No. of Months | % of Time | Total |
|-------------------------|---------------|---------------|--------------|-------|
| | | | | |
| | | | | |
| | | | | |
| | | | TOTAL | - |

ADMINISTRATIVE COSTS: FRINGE BENEFITS
Account 102

| Description | % Rate | Rate Applied to | Total |
|----------------------------|--------|-----------------|-------|
| FICA | 7.65 | | |
| Workmen's Compensation | 1.5 | | |
| Health & Welfare Insurance | 1.4 | | |
| Retirement or Pension | 3.5 | | |
| Other SUI | 3.57 | | |
| | | | |
| | | | |
| | | | |
| TOTAL | | | - |

ADMINISTRATIVE COSTS: OTHER
Account 103

| Description | Quantity/Price | Total |
|--------------|----------------|-------|
| | | |
| | | |
| | | |
| TOTAL | | - |

ADMINISTRATIVE COSTS: IN-DIRECT
Account 118

| Indirect Costs | Total | |
|----------------|-------|---|
| | | |
| | | |
| | | |
| TOTAL | | - |

PROGRAM COSTS: STAFF SALARIES
Account 201

| Position Title/Activity | Hour Salary | No. of Months | % of Time | Total |
|-------------------------------------|-------------|---------------|--------------|-----------|
| Coordinator | | | | |
| .5 FTE (\$80,000 x 2 yrs. X 0.5) | | | | 80,000.00 |
| | | | | |
| | | | TOTAL | 80,000.00 |

PROGRAM: FRINGE BENEFITS
Account 202

| Description | % Rate | Rate Applied to | Total |
|----------------------------|--------|-----------------|-----------|
| FICA | 7.65 | | |
| Workmen's Compensation | 1.5 | | |
| Health & Welfare Insurance | 1.4 | | |
| Retirement or Pension | 3.5 | | |
| Other SUI | 3.57 | | |
| Fringes @ 36.54% | | | 29,232.00 |
| TOTAL | | | 29,232.00 |

TRAINING/TRAINING MATERIALS**Account 203**

| Description | Quantity/Price | Total |
|--|----------------|-------------------|
| Clinical Instructors (7920 hrs. x \$38.50 ph) | | 304,920.00 |
| | TOTAL | 304,920.00 |

OPERATING COSTS**Account 204**

| Description | Quantity/Price | Total |
|-------------|----------------|----------|
| | | |
| | | |
| | | |
| | TOTAL | - |

SUPPORT SERVICE**Account 205**

| Description | Quantity/Price | Total |
|-------------|----------------|----------|
| | | |
| | | |
| | | |
| | TOTAL | - |

PROGRAM - OTHER**Account 206**

| Description | Quantity/Price | Total |
|-------------|----------------|----------|
| | | |
| | | |
| | | |
| | TOTAL | - |

CASH CONTRIBUTION**Account 301**

| Description | Quantity/Price | Total |
|---------------------|----------------|-------------------|
| Uniforms/Fees/Books | | 117,534.00 |
| | | |
| | | |
| | TOTAL | 117,534.00 |

IN-KIND CONTRIBUTION**Account 302**

| Description | Quantity/Price | Total |
|--------------------------|----------------|-------------------|
| Space/Mentors/Preceptors | | 465,032.00 |
| | | |
| | | |
| | TOTAL | 465,032.00 |

| | | |
|--------------------|-----------|-------------------|
| GRAND TOTAL | \$ | 996,718.00 |
|--------------------|-----------|-------------------|