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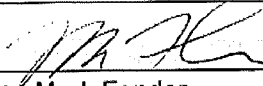
IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

UNITED CAMBODIAN COMMUNITY, a California nonprofit corporation

February 8, 2023

By   
Name Weston LaBar  
Title Chair, United Cambodian Community

February 9, 2023

By   
Name Mark Fender  
Title Vice Chair, United Cambodian Community

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

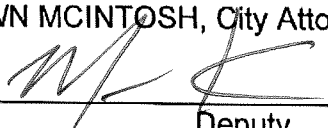
"Contractor"  
CITY OF LONG BEACH, a municipal corporation

March 7, 2023

By   
City Manager

"City"

This First Amendment to Agreement No. 36230 is approved as to form on February 27, 2023.

DAWN MCINTOSH, City Attorney  
By   
Deputy

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

# EXHIBIT "A-1"

# PACIFIC GATEWAY WORKFORCE INNOVATION NETWORK

## Statement of Work Youth Academy Project Cost Reimbursement Contract

<b>SUBCONTRACTOR:</b>	United Cambodian Community 2201 East Anaheim, Suite 200 Long Beach, CA 90804 <i>(Hereinafter referred to as "Subcontractor")</i>
<b>CONTRACT TERM:</b>	November 1, 2021 – June 30, 2024
<b>CONTRACT AMOUNT:</b>	\$244,000
<b>YOUTH TO BE SERVED:</b>	Out-of-School Youth
<b>YOUTH TO ENROLL/SERVE:</b>	80 participants
<b>FUNDING AGENCY:</b>	City of Long Beach, Administering Entity for the Pacific Gateway Workforce Innovation Network

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

### I. PROJECT SUMMARY

Under this contract, Subcontractor shall provide youth services funded under the Workforce Innovation and Opportunity Act (WIOA) for Youth Academies. The overall goal of the Youth Academy is to assist youth in achieving academic and employment success, provide effective and comprehensive youth activities, develop individual service strategies to include a variety of options for improving educational and skill competencies and effective connections to employers, offer on-going mentoring opportunities, direct youth toward activities that lead to the attainment of a secondary school diploma or its recognized equivalent, or recognized post-secondary credentials, and prepare and help place youth in unsubsidized employment opportunities. The youth served under this contract must fall between the ages of 16 and 24 years old, reside in either the City Long Beach or Signal Hill, and WIOA eligible. Unless otherwise approved by Pacific Gateway in writing, youth previously enrolled in a WIOA-funded program, either through Pacific Gateway or a subcontract, may not be enrolled in the WIOA Youth Academy Project if less than two years have passed since their exit from the WIOA-funded program. Concurrent enrollment with another WIOA-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. The Subcontractor will ensure youth's academic preparation through basic skills remediation (i.e., math or reading), occupational skills training, work-readiness training, soft skills, and work experience.

## III. PROGRAM COMPONENTS ADMINISTRATION

### A. Outreach/Recruitment

Through outreach and recruitment efforts, the Subcontractor will ensure that the contractual goals will be met: (Refer to Program Planning Summary). The Subcontractor's outreach and recruitment efforts shall focus on WIOA-eligible out-of-school youth.

*WIOA-eligible youth are youth who are:*

**DISCONNECTED YOUTH (OUT-OF-SCHOOL YOUTH)** – Not attending any secondary or post-secondary school (not including adult education, YouthBuild, or JobCorps), ages 16-24 years old, and one or more of the following barriers:

- A school dropout;
- A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter (Note that, "school year quarter" is defined by the local school district calendar);
- A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either basic skill deficient or an English Language Learner;
- An individual who is subject to the juvenile or adult justice system;
- A homeless individual, a runaway (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C §14043e-2(6))), a homeless child or youth (as defined in section 725 (2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C §11434a(2))), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under the John H. Chafee Foster Care Independence Program, or in an out-of-home placement;
- An individual who is in foster care or has aged out the foster care system, or who attained at 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under Section 477 of the Social Security Act (42 U.S.C. §677), or in an out-of-home placement;
- An individual who is pregnant or parenting;
- An individual with a disability; or
- A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment as defined by the local area.

In order to receive services as an out-of-school youth, an individual must meet the above criteria.

The 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 WIOA-funded project:

*"This program is funded by the Workforce Innovation and Opportunity Act (WIOA) through the Pacific Gateway Workforce Innovation Network."*

- and -

*"This WIOA Title I-financially assisted program or activity is an equal opportunity employer/program. Auxiliary aids and services are 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 business hours prior to event."*

Upon request, Subcontractor may utilize Pacific Gateway's logo on printed materials used in conjunction with Subcontractor's WIOA-funded project.

#### **B. Orientation/Eligibility/Suitability**

The Subcontractor must provide a program orientation to prospective youth participants. The Subcontractor is responsible for the initial determination of WIOA eligibility for all participants recruited to its program. All necessary eligibility forms and documents must be completed and provided to the WIOA Youth Program Manager for final eligibility determination. Parent/guardian approval is required for youth under the age of 18 to participate in the Subcontractor's program.

#### **C. Basic Skills Assessment**

The Subcontractor is responsible for conducting an initial basic skills assessment for all participants during the eligibility/initial certification appointment. The basic skills assessment tool will be provided by Pacific Gateway. If a youth is determined to be basic skills deficient (score below the 8th-grade level in either reading or applied math), the area of deficiency must be addressed through activities designed to increase overall comprehension. Subcontractor may provide remediation activities to youth who are basic skills deficient. Remediation activities and the participant's progress must be documented in case notes in CalJOBS. If an Educational Functional Level (EFL) is being captured to meet the measure skills gain (MSG) a post-test to determine a functioning level/grade level increase must be administered to the basic skills deficient youth. Pre- and post-test scores must be documented in case notes in CalJOBS. It should be noted that youth must meet specific requirements and a State-Approved standardized basic skills test must be administered for the pre- and post-test to qualify for an attainment of EFL.

#### **D. Enrollment, Services, and Activities**

Services may not be provided to youth until Pacific Gateway approves the final eligibility determination and enrollment. Subcontractor staff must use the State of California, Employment Development Department (EDD) internet-based case management system CalJOBS to record and document services provided to youth. The Subcontractor must ensure the timeliness of data entry, as it impacts the validity of data reported by Pacific Gateway to its Board and the State's Employment Development Department. Services and activities reported include, but are not

limited to, youth participation in activities, skills gained, credential attainment, changes in employment/education status, and program outcomes.

#### **E. Case Management, ISS, and File Management**

The Subcontractor shall provide case management services including, but not limited to, develop 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 forms, including case notes. Case management staff, as well as other appropriate Subcontractor staff, are responsible for attending and actively participating in mandatory Subcontractor meetings and training sessions before and during the contract period.

#### **F. Mentorship**

Mentorship, when necessary, may be provided during and after participation in activities. Mentorship activities may include discussion of positive social behavior, guidance with issues or problems, a dialogue of classroom discussion for real-life situations, informed decision making, teamwork, and financial literacy. When necessary, the Subcontractor may refer a participant to the following: drug and alcohol abuse counseling, mental health counseling, education counseling, or another type of professional provider that is suitable for the participant. Prior approval, in writing, is needed from Pacific Gateway if a cost is associated with a referral for professional services.

#### **G. Soft Skills Training**

All enrolled youth must receive instruction on soft skills and a positive attitude that is necessary to enter and retain employment in the workforce. Curriculum may include, but not limited to, networking, interviewing, resume writing, career exploration, life skills, college admission and financial aid exploration, and financial literacy workshops.

#### **H. Subsidized Work Experience (WEX) or On-the-Job Training (OJT)**

All youth participating in the program must be placed in a subsidized work experience or On-the-Job-Training (OJT). Program participants can complete **up to 200 hours** of paid work experience, which includes 20 hours of work readiness training or OJT during their participation in the program. Subcontractor must coordinate with Pacific Gateway to ensure youth receive Work Readiness Training, prior to the start of work experience.

Remote or virtual work experience, including academic and occupational learning activities, may be provided to participants. The WEX must be a structured learning experience and provide participants with meaningful work activities. Participants must have the necessary technology and equipment to perform their WEX training successfully. All remote or virtual work experience assignments require the WIOA Youth Program Manager's approval.

#### **I. Occupational and Entrepreneurial Skills Training**

All enrolled youth must receive occupational skills training aligned with a high-growth/high-demand occupation/industry, and provide youth with the skills necessary to perform work-related functions within that occupation/industry.



Occupational skills training shall include priority consideration for training programs that lead to recognized post-secondary credentials that are aligned with state and local in-demand. Subcontractor must coordinate the scheduling and enrollment into occupational skills training with Pacific Gateway.

Entrepreneurial skills training provides the basics of starting and operating a small business. Such training must develop the skills associated with entrepreneurship (i.e. Career Zone-Financial Literacy and Customer Service). Some examples of entrepreneurial skill development include, but are not limited to, the ability to:

- Creatively seek out and identify business opportunities;
- Develop business plans and budgets and forecast resource needs; and
- Understand various options for acquiring capital and the trade-offs associated with each option.

#### **I. Placement in Unsubsidized Employment or Education**

In coordination with Pacific Gateway, the Subcontractor may assist youth with job placement in unsubsidized employment or an educational program by the end of the contract. An updated resume should be submitted to the Pacific Gateway Business Services team for review by the end of the contract. Pacific Gateway in partnership with the Subcontractor shall retain ultimate responsibility for placement of youth into unsubsidized employment or an educational program.

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

Prior to the end of the program, youth must be post-tested for Basic and Fundamental Skills, obtain Industry Recognized Credential, as applicable, demonstrating a measurable skills gain (MSG) attainment. These post-tests serve as a method to provide evidence of outcomes. All outcomes must be recorded in the Individual Service Strategy (ISS) and case notes in CalJOBS.

Once youth have attained their planned program goals and outcomes have been reported, Subcontractor must enter a Case Closure case note in CalJOBS and notify the WIOA Youth Program Manr.

#### **K. Supportive Services**

Supportive services are services that are necessary to enable an individual to successfully participate in authorized WIOA activities. These services may be provided in-kind or charged to the contract up to the allowed limit. For guidance on issuing supportive services and examples of allowable supportive services that may be provided to youth, please refer to Pacific Gateway's Supportive Services Policy [*Policy Number: P-WIOA-SS-1.C*].

#### **L. Other Elements of WIOA**

WIOA requires that youth participating in WIOA-funded programs have access to fourteen (14) required program elements. With assistance from Pacific Gateway, the agency is responsible for ensuring that youth in need have access to all fourteen (14) required program elements services – provided directly by the agency or through a partnering agency. Three of those elements are mandated through this Project: Basic Skills Assessment, Subsidized Work Experience, and Occupational Skills Training/Industry Recognized Credential. It is not expected that every one of

the above-required components or elements is delivered exclusively by the Subcontractor. Agencies should create collaborative partnerships and strategies that ensure all enrolled youth receive services that address their individual circumstances. For a detailed list of the required fourteen (14) elements, please refer to EDD Workforce Services Directive WSD15-03 (WIOA Youth Program Requirements).

**IV. ADDITIONAL PROGRAM DETAILS**

**A. Program Performance Standards**

To ensure and maximize positive outcomes, Pacific Gateway has included the following local outcomes for WIOA. Continuation of funding will be contingent upon the attainment of the following contract goals:

<b>OUTCOMES</b>	<b>CONTRACT GOAL (%)</b>
Attained a Measure Skills Gain (MSG) - EFL, Secondary School Diploma, Skills Progression	90%
Attained an Industry Recognized Certificate (IRC)	85%
One or more of the following: entered employment, post-secondary education, advanced training, registered apprenticeship, or entered military services	75%

Pacific Gateway is responsible for the six (6) WIOA performance measures, but it is expected that the Subcontractor will assist in meeting these performance measures for out of school youth:

<b>PERFORMANCE OUTCOMES</b>
Placement in Employment or Education (2 <sup>nd</sup> quarter after exit)
Placement in Employment or Education (4 <sup>th</sup> quarter after exit)
Median Earnings
Attainment of Degree or Certificate
Measurable Skills Gains (MSG)
Serving Employers

**B. Department of Labor (Measures)**

Please refer to the *Training and Employment Guidance Letter (TEGL) WIOA No. 10-16, Change 1-Operating Guidance for the Workforce Innovation and Opportunity Act (referred to as WIOA)* for further guidance for WIOA operating parameters and calculations of the numerators and denominators for the WIOA primary indicators of performance.

**C. Contract Management**

The City shall compare planned vs. actual program performance and expenditure levels monthly. This analysis is based on the Subcontractor's approved Program Planning Summary and Budget.

If Subcontractor is 10% or more below their planned total at the end of the second month or any month thereafter, the City has the right to unilaterally cancel the contract or, in the alternative, de-obligate funds in the amount of the under expenditure or underperformance. Upon review and approval of the City, the 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, the Subcontractor may be allowed to continue program services.

**V. RECORD KEEPING AND MONTHLY REPORTING REQUIREMENT**

**A. Fiscal Reporting/Invoicing**

1. Subcontractor will ensure that invoices are submitted on the 5<sup>th</sup> of each month and in compliance with the Project Budget (Attachment A). If the 5<sup>th</sup> of the month falls on a Saturday or Sunday, the invoice must be submitted the Friday before. Subcontractor shall submit an invoice for each month of service, and invoices shall be submitted in chronological order (e.g., July, August, September, and so forth). For example, Subcontractor shall not submit the September invoice unless the August invoice was previously submitted by the 5<sup>th</sup> of the following month. Pacific Gateway will not be under any obligation to pay any invoice that is submitted out of chronological order until the Subcontractor takes the appropriate measures to adhere to these requirements.
2. When Subcontractor does not incur any expenses for the month of service, Subcontractor shall prepare an invoice as directed by Pacific Gateway so that the invoice reflects zero (\$) expenditures. Subcontractor shall submit the invoice according to the procedures outlined herein and as further directed by Pacific Gateway. Subcontractor shall submit the WIOA Academy Accrual Reporting form if accruals occurred during the invoice period.
3. Subcontractor will be reimbursed for all pre-approved (within reason and necessary) costs incurred in the operation of the program, as detailed in the Project Budget. Supporting documentation is required to justify reimbursements.
4. Subcontractor must include accruals on all monthly invoices per Pacific Gateway direction and policies.

5. Subcontractor is allowed a 10% +/- variance among the budget line items.
6. Invoices must be submitted to the Pacific Gateway Workforce Innovation Network, 4811 Airport Plaza Drive, Suite 200, Long Beach, CA 90815, Attention: Karla Olivas or emailed to Karla.Olivas@pacific-gateway.org.
7. Written requests for budget modifications must be submitted to Alisa Munoz, Workforce Development Officer at Pacific Gateway Workforce Innovation Network, 4811 Airport Plaza Drive, Suite 200, Long Beach, CA 90815.
8. Subcontractor shall ensure the accuracy of each invoice.
9. Subcontractor must submit a Cost Allocation Plan or Indirect Cost Rate to the City prior to submitting the first invoice.

#### **B. Program Reporting**

1. Subcontractor shall ensure the timely submittal of required program documents, reports, forms, and entry of CalJOBS case notes.
2. Subcontractor must complete and submit a Program Planning Summary for approval (**Exhibit B**). The Summary is incorporated as part of this Statement of Work and will be monitored by Pacific Gateway to ensure targeted numbers and costs are met.
3. Subcontractor will ensure the completion and submittal of the Monthly Management Report (MMR) to the Workforce Development Officer, on the 10<sup>th</sup> of each month. If the 10<sup>th</sup> of the month falls on Saturday or Sunday, the MMR must be submitted on the Friday prior to the 10<sup>th</sup>.
4. 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. All original participant documents must be provided to the WIOA Youth Program Manager. Pacific Gateway will be responsible for maintaining WIOA youth participant files.
2. Subcontractor is required to immediately notify Pacific Gateway's WIOA Youth Program Manager, or in his/her absence Workforce Development Officer, of any accident or injury and submit an Incident Report regarding such occurrence.
3. Subcontractor is required to maintain all program records for a minimum of Five (5) years. Access to records by the awarding agency, the grantee, DOL, or the Controller Center of the United States for audit, examination, excerpts, and

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

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

Subcontractor is required to submit final billing and report to the City. At a minimum, the report shall address the following with the final invoice:

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. Performance outcomes met;
6. List of collaborating partners and training sites utilized, and services provided by each;
7. Recommendations for future programs; and
8. Final close-out invoice with supporting documentation

### **VI. GENERAL INFORMATION**

#### **A. Unallowable Activities and Costs**

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

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

#### **B. Administrative Dispute Resolution**

Pacific Gateway will directly communicate with the Subcontractor to resolve any conflict or disputes related to completing the contract in a collaborative effort and at the lowest level of dispute resolution possible. Should resolution efforts fail, the dispute shall be referred to the Chair of Pacific Gateway's Workforce Development

Board, who shall place the dispute upon the agenda of a regular or special meeting of the Executive Committee. The Executive committee decision will submit an administrative decision. If no resolution can be agreed upon, the dispute shall be referred to the City Attorney.

**C. 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.

**D. Incident Reporting**

All subcontractors that receive WIOA funding from Pacific Gateway's Workforce Development Board must establish, document, and implement procedures to immediately notify Pacific Gateway Workforce Development Board's Workforce Development Officer of any suspected or proven fraud, abuse, or other criminal activity involving WIOA-funded activities. For additional procedures for reporting incidents, please review the Pacific Gateway Incident Reporting Policy. [*Policy Number: P-WIOA-IR-2.A*]

**VII. 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 WIOA funds from the State of California. If a Subcontractor cannot fulfill the obligations of this contract, the Subcontractor must notify Pacific Gateway's Workforce Development Officer in writing immediately.

**VIII. 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 Alisa Munoz, Workforce Development Officer, Pacific Gateway Workforce Innovation Network, 4811 Airport Plaza Drive, Suite 200, Long Beach, CA 90815.
3. Budget Modification – Subcontractor may submit requests to modify its Project Budget for anticipated changes and adjustments to the line items on the budget. The final deadline to request a budget revision for this project is **May 31, 2023** 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 B) 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 **May 31, 2023**. 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 Exhibit A and B beyond the above deadlines.

**IX. BUDGET**

Youth Career Academies	Budget	
Program Period	Number of Participants	Project Budget
November 1, 2021 – June 30, 2022	20	\$55,000
November 1, 2022 – April 30, 2023	20	\$63,000
July 1, 2023 – December 31, 2023	20	\$63,000
January 1, 2024 – June 30, 2024	20	\$63,000
<b>Total Participants/Budget</b>	80	\$244,000
<b>Total Grant Funded Budget \$244,000.00</b>		

**X. PAYMENT**

- A. Pacific Gateway shall pay the Subcontractor an amount not to exceed two-hundred – forty-four thousand and no cents (\$244,000.00) for the complete and satisfactory performance of the terms of this Agreement.
- B. Pacific Gateway Remedies – If Subcontractor reports or other documentation are not submitted as required, Pacific Gateway reserves the right to withhold payments to Subcontractor or to impose other sanctions, at Pacific Gateway’s sole discretion.
- C. Payment is contingent based upon performance and will be paid after a program review is complete. Pacific Gateway will conduct a program and fiscal review every six to nine months to ensure the Subcontractor is compliant before the next round of payments is released.

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

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