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

CONTRACT

29355

THIS CONTRACT ("Contract") is entered into, in duplicate, effective as of March 1, 2005 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on April 19, 2005, by and between LONG BEACH MEMORIAL MEDICAL CENTER, a California nonprofit public benefit corporation, with offices located at 2801 Atlantic Avenue, Long Beach, California 90806-1737, hereinafter referred to as "Contractor", and the CITY OF LONG BEACH, a municipal corporation, hereinafter referred to as the "City".

WHEREAS, the City through the Workforce Development Bureau collaborated with local healthcare employers, higher education institutions and nursing labor organizations on a proposal to respond to the California Nurse Workforce Initiative Project ("Project"); and

WHEREAS, the State of California, Employment Development Department ("State") has awarded a two-year grant to the City to support educational activities relating to the development and implementation of the Project; and

WHEREAS, the City desires to enter into an agreement with the Contractor to perform such work in accordance with the terms and conditions of this Contract;

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

Section 1. Document Incorporation

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

A. The Prime Contract referenced hereinabove (or any extension or continuation thereof or any grant agreement which is the successor thereto) between the City and the State and the documents incorporated therein and attachments thereto, including the assurances and certifications to the State.

B. Attachment "A" which is attached hereto, consisting of the Contractor's

Contract is applicable to the Contractor's performance hereunder. Such payments by the City shall be made only after the City receives funds with which to make such payments pursuant to the Prime Contract.

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

Payment to the Contractor shall be limited to the amounts specified in Attachment "B" for the categories, criteria and rates established in said Attachment. Contractor may, with prior written approval from the City Manager or his designee make adjustments within and among the categories of expenditures in the program budget (Attachment "B"), and modify the performance to be rendered hereunder as provided in Attachment "A"; provided, however, that such adjustment in expenditures shall not exceed the amount of the total budget authorized in Attachment "B". The agent or representative of Contractor who signs as the maker of checks or drafts or in any manner authorizes the disbursement of said funds or expenditure of same shall be covered by a blanket fidelity or comprehensive crime bond regarding the handling of said funds in an amount set out in Section 11, paragraph E of this Contract.

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

Disbursement of funds received from the State shall be under the direction

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of the City Manager or his designee and shall be in accordance with the provisions of this Contract and pursuant to the Prime Contract and any additional procedures, regulations and reporting requirements which are established by the City that do not conflict with the State.

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

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

Section 5. Records

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

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

Section 6. Financial Reports

Contractor shall promptly distribute to the City Manager or his designee

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copies of all correspondence including, but not limited to, financial, operational and performance reports which Contractor submits to or receives from the State. Contractor shall provide all other reports, documents or information requested or required by the City or the State within three (3) days of written request by the City unless otherwise stated by the City. Upon termination of the contract, the Contractor shall perform all necessary close-out procedures required by the State and the City, including preparation of close-out reports and transmittal to the City of all documents in the possession of Contractor which relate to the conduct of the program, within the time and in the manner prescribed by the City. Final payment to the Contractor under this Contract will be paid only after the City has determined that Contractor has satisfactorily completed said close-out procedures.

If the Contractor is subject to the Single Audit Act (SAA), the Contractor shall include this Contract within the scope of the SAA audit. A copy of the SAA final audit report shall be delivered to the City of Long Beach within thirty (30) calendar days after its receipt by the Contractor and no later than six (6) months after the end of the Contractor's fiscal year. In the event the Contractor fails to comply with this requirement, the Contractor may be liable for any costs incurred for substitute audit or review ordered by the City.

Section 7. Accounting Procedures

On a monthly basis, the Contractor will submit an invoice with supporting documentation for payment based upon the cost categories in Attachment "B". These invoices will be due within twenty (20) working days after the end of each month. The monthly Contractor payment requests will be completed in the format required by the City.

The Contractor will establish separate account numbers within its accounting system to account for the expenditures and revenues of this Contract. The Contractor's accounting system will be in compliance with agency procedures, applicable Federal and State regulations and City requirements, and will be consistent with the provisions of this Contract.

The following fiscal and accounting procedures shall be followed:

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

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

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

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

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

1. Receipt for goods and services provided to Contractor.

2. Approve the purchase of goods and services for Contractor.

3. Approve employee time sheets.

4. The designee for B.1 and B.2 above cannot be the same person.

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

1. Original invoice from vendor.

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

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

D. Maintain a copy of each invoice submitted to Grants Accounting with copies of all supporting documents.

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

1. Bank statements and bank reconciliations.

2. 2Deposit slips and supports.

3. Checks and supports.

4. Time sheets or documentation to verify Contractor's labor costs.

5. Cash receipts and cash disbursement journals.

6. Requests for reimbursement and supports.

7. Financial statements.

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

G. Contractor must adhere to all audit requirements as outlined in OMB Circular A-128 or A-133 as applicable.

All invoices and billings will be considered final and must be submitted within 45 calendar days from the end of the contract term. Resolution of disputed matters must be resubmitted within 15 calendar days from date mailed to Contractor. Thereafter, City may at its sole discretion elect to not consider any material submitted late.

Section 8. Independent Contractor Status

It is distinctly understood that in the performance of this Contract, the Contractor shall at all times be considered a wholly independent contractor and that Contractor's obligations to and authority from the City are solely as are prescribed by this Contract. Contractor expressly warrants that it will not, at any time, hold itself out or in any manner represent that Contractor or any of its agents, volunteers, subscribers, members, officers or employees are in any manner the officers, employees or agents of the City or the Greater Long Beach Workforce Development Board (GLBWDB), an unincorporated non-profit association. Contractor shall not have any authority to bind the City or GLBWDB for any purpose at any time during the term hereof. Contractor or any of Contractor's officers, employees or agents shall not have any power or authority as agents or

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employees of the City or GLBWDB and shall not be entitled to any of the rights, privileges or benefits of a City or GLBWDB employee.

Section 9. Assignment

Except as provided for in the Prime Contract, Contractor may not delegate its duties or assign its rights hereunder, either in whole or in part, without the prior written consent of the City.

Section 10. Indemnification and Hold Harmless

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

Section 11. Insurance

Concurrent with the execution of this Contract, as a condition precedent to the effectiveness of this Contract, and in partial performance of the obligations assumed under Section 10 hereof, Contractor shall procure and maintain at Contractor's expense for the duration of this Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Contract by the Contractor, its agents, representatives, employees or subcontractors.

A. Comprehensive General Liability in an amount not less than Two Million Dollars ($2,000,000) combined single limit for each occurrence or Four Million

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Dollars ($4,000,000) General Aggregate for bodily injury, personal injury and property damage. GLBWDB, the City, their officials, employees, agents, and volunteers shall be covered as insureds as respects liability arising out of activities performed by or on behalf of the Contractor and coverage shall be in a form acceptable to the City Risk Manager.

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

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

D. Accidental Medical, Death and Dismemberment Insurance for all participants not entitled to workers' compensation benefits under the provisions of Section 3700 of the Labor Code of the State of California, unless this requirement has been waived in writing by the City Risk Manager. Said insurance shall be in amounts not less than One Hundred Thousand Dollars ($100,000) Accident Medical and Twenty-Five Thousand Dollars ($25,000) Accidental Death and Dismemberment.

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

Each insurance policy shall be endorsed to state that coverage shall not be cancelled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to the City, and shall be primary and not contributing to any other insurance or self-insurance maintained by the City or GLBWDB.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California, or carriers with a rating of or equivalent to A:VIII by A.M. Best Company and may be subject to such self-insurance or deductible as may be approved

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by the City Risk Manager. Any subcontractors which Contractor may use in the performance of services under this contract shall be required to maintain insurance in compliance with the provisions of this Section.

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

Section 12. Drug-free Workplace

Contractor shall comply with Government Code Section 8355, in matters relating to providing a drug-free workplace as follows:

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 organization'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.

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

1. Will receive a copy of the company'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.

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

Section 13. Non-discrimination

In connection with performance of this Agreement and federal laws, rules and regulations, Contractor shall not discriminate in employment or in the performance of this Agreement on the basis of race, religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap, or disability.

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

Section 14. Notices

All notices 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

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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 in its behalf is the City Manager, City Hall, 333 West Ocean Boulevard, Long Beach, California 90802; and Contractor's address for service of any such notices shall be Long Beach Memorial Medical Center, 2801 Atlantic Avenue, Long Beach, California 90806-1737, Attention: Sue Crockett, Chief of Staffing; Telephone No. (562) 933-0605, Fax No. (562) 933-1107, email address: scrockett@memorialcare.org.

Section 15. Contract Administration

The City Manager or any designee of the City Manager 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 16. Corporate Status

If the Contractor is a corporation, Contractor shall, upon execution of this Contract, submit to City proof of good standing of the corporate status.

Section 17. Entire Agreement

This document fully expresses all understandings of the parties concerning all matters covered and shall constitute the total contract. Except for the adjustments of Attachments "A" and "B" as provided in Section 4 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.

Section 18. Waiver

The acceptance of any services or the payment of any money by City shall not operate as a waiver of any provision of this Contract, or any right to damages or indemnity stated in this Contract. The waiver of any breach of this Contract shall not

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constitute a waiver of any other or subsequent breach of this Contract.

Section 19. Captions and Organization

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

Section 20. Choice of Law

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

Section 21. Tax Identification Number

Contractor's Tax Identification Number is [redacted].

Section 22. Authorization to Execute

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

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

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opposite their signatures.

LONG BEACH MEMORIAL MEDICAL CENTER,
a California nonprofit public benefit corporation

9/27, 2005

By _____

Title: _____

_____, 2005

By _____

Title: _____

"Contractor"

CITY OF LONG BEACH, a municipal corporation

10-10-, 2005

By _____
City Manager

"City"

The foregoing Contract is hereby approved as to form on 10/6, 2005.

ROBERT E. SHANNON, City Attorney

By: _____
Deputy

Approved as to form.

_____
Signature

associate counsel
Title

9/22/05
Date

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Attachment "A"

ATTACHMENT "A"

STATEMENT OF WORK

Greater Long Beach Healthcare Collaborative Project (HCP)

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

CONTRACT PERIOD: March 1, 2005 – March 30, 2007

STATEMENT OF WORK

In accordance with this contract, the Contractor shall provide assistance to students enrolled in the Associate Degree Nursing (ADN) program or LVN to ADN Career Ladders program, Radiological Technologists (RT), and Magnetic Resonance Imaging Technologists.

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

Contractor staff shall work closely with the Mentor/Program Coordinator for the ADN program at LBCCD to recruit 48 Preceptors to work with ADN students in the last semester of the program.

Contractor shall hire or identify one full time Clinical Site Supervisor to coordinate clinical experiences for RT students, conduct orientations to new students and serve as a mentor to HCP participants in the MemorialCare System.

Following completion of education and licensing and/or certification, ADN and RT students will be placed in employment and MRITs upgraded to advanced employment opportunities LBMMC, MCH and/or other area healthcare facilities.

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

ATTACHMENT A
PAGE 1 OF 7 PAGES

Track 1 (ADN):
Contractor shall provide, to a minimum of 48 students currently enrolled in the ADN, LVN, or ADN Career Ladder program, the following services:

- Receive services to improve program retention
- Care Group Meetings
- Referrals for supportive service needs
- Ongoing mentoring
- Clinical Supervision

Track 2 (RT):
Contractor shall provide, to a minimum of 5 students who have completed prerequisites and have been selected from the LBCC RT waiting list, the following services:

- Receive clinical training, and experience leading to certification by the State Department of Health Services, Radiology Health Section, and registration by the ARRT
- Mentoring and coaching
- Clinical Supervision

Track 3 (MRI):
Contractor shall provide, to a minimum of 10 students participating in the MRI Academic Program at LBCC to increase their skill level to qualify to take the American Registry of Radiologic Technologists certification in MRI and participate in the following activities:

- Clinical experience, coaching and supervision over a one year period
- Mentoring and coaching
- Clinical Supervision

AMOUNT OF CONTRACT:
Contractor's funds shall not exceed $80,000.00 to achieve the aforementioned program objectives. Contracts awarded under the Project have a 10% administrative cost limit. The Contractor shall be paid for services identified 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 relevant regulations, directives, policies, and procedures.

The contract may exceed cost categories by no more than 10% provided that the difference is reduced from other accounts 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 processed either through a Letter of Modification or an amendment to the contract.

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 WDB's Program Liaison as follows:

- Monthly Expenditure Reports – Due by the 20th of each month

ATTACHMENT A
PAGE 2 OF 7 PAGES

- Monthly Agency Invoices – Due by the 20th of each month

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:

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 contractor, in the alternative, deobligate funds up to the amount of the under expenditure.

Outreach and Recruitment:

1. Recruitment of students is the shared responsibility of all participating partners (WDB, LBMMC, and LBCCD staff).

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 material reference a phone number, a TDD/TTY number or relay service number.

Orientation:

1. Orientations shall include requirements for participating, information regarding eligibility criteria, attendance, performance, and safety standards.

2. Pre-requisites for participating in specific Project-supported training.

3. Explain training curriculum and additional services available to participants

4. Provide information regarding the healthcare industry and training occupations (i.e., industry shortages, wages, occupational demands, career ladders, etc.)

5. Provide information regarding subsequent follow-up services provided by WDB staff as required under the City, Grant, State, and the State's contracted evaluation agency.

ATTACHMENT A
PAGE 3 OF 7 PAGES

6. Contractor shall coordinate 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 to the Project. MIS documentation includes Enrollment, Exit, Employer Customer Satisfaction, Staff ID & Participant Address Change and Follow-up Forms.

3. Contractor shall follow MIS data due dates established by the WDB. Late submission of data may be cause for disallowance of payments.

Training and Related Activities:

1. Contractor shall hire one RT/MRI faculty instructor to expand education capacity and develop a radiology technician career ladder and coordinating clinical experiences for students. Instructors / Supervisors must meet City/State/Federal requirements to provide training.

2. Contractor shall ensure that training sites/facilities meet all applicable health and safety standards City/State/Federal requirements.

3. Contractor shall ensure that participants are provided with safety instructions, materials, and equipment necessary for reasonable protection against injury and damage.

4. Contractor will notify the WDB prior to entering into any agreements with outside vendors or contractors relative to the operation of this Project.

5. Contractor shall use reasonable efforts to ensure that participants are appropriately prepared for State/Federal examinations required for attainment of occupational designation.

6. Contractor shall ensure that appropriate intervention is provided in response to any issues expressed by participant and/or barriers identified by participant 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 Program Liaison with information and reports, as requested, detailing the participant's status and Project outcomes.

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, which would be inconsistent with the terms of a collective bargaining agreement, shall be undertaken 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 filing 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 Referral Form and Results
   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. Individual Employment/Educational Plan

ATTACHMENT A
PAGE 6 OF 7 PAGES

g. Case notes (monthly)
h. Attendance Reports
i. Progress/Evaluation Reports
j. Licenses, registrations, certifications earned (as applicable)
k. Supportive Services Documentation
l. 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.

ATTACHMENT A
PAGE 1 OF 1 PAGES

Attachment "B"

ATTACHMENT - B

GREATER LONG BEACH HEALTHCARE COLLABORATE PROJECT (HCP)

LONG BEACH MEMORIAL MEDICAL CENTER (LBMMC)

COST REIMBURSEMENT BUDGET

STAFF SALARIES (201)	WIA 15%	WAGNER-PEYSER	IN-KIND	TOTAL
Rad. Tech. Coordinator (1.0 FTE)	$ 80,000.00	$ -	$ 80,000.00	$ 160,000.00
SUB-TOTAL (201)	**$ 80,000.00**	**$ -**	**$ 80,000.00**	**$ 160,000.00**

STAFF BENEFITS (202)	WIA 15%	WAGNER-PEYSER	IN-KIND	TOTAL
SUB-TOTAL (202)	**$ -**	**$ -**	**$ -**	**$ -**

SUPPLIES & MATERIALS (203)	WIA 15%	WAGNER-PEYSER	IN-KIND	TOTAL
	$ -	$ -	$ -	$ -
SUB-TOTAL (203)	**$ -**	**$ -**	**$ -**	**$ -**

OPERATING EXPENSES (204)	WIA 15%	WAGNER-PEYSER	IN-KIND	TOTAL
	$ -	$ -	$ -	$ -
SUB-TOTAL (204)	**$ -**	**$ -**	**$ -**	**$ -**

GRAND TOTAL	WIA 15% GRANT AWARD	WAGNER-PEYSER GRANT AWARD	IN-KIND AMOUNT	TOTAL GRANT EXPENDITURES
	$ 80,000.00	**$ -**	**$ 80,000.00**	**$ 160,000.00**

LBMMC.Fee Schedule