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CONTRACT

34140

THIS CONTRACT ("Contract") is entered into, in duplicate, effective as of November 19, 2015, 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 November 10, 2015, by and between KML ENTERPRISES CAREER DEVELOPMENT, LLC, a California limited liability company dba NEW HORIZONS COMPUTER LEARNING CENTERS OF SOUTHERN CALIFORNIA ("Contractor") with offices located at 1900 S. State College Blvd., Suite 100, Anaheim, California 92808 and the CITY OF LONG BEACH, a municipal corporation ("City") and administering entity for Pacific Gateway Workforce Investment Network.

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

WHEREAS, the Application was approved by the State and a Workforce Investment Act/Workforce Innovation and Opportunity Act subgrant has been executed by and between the State and the City authorizing such programs and providing the funding therefore under Workforce Investment Act/Workforce Innovation and Opportunity Act Master Subgrant Agreement which has been designated as K698367 CFDA Nos. 17.258 and 17.278 the ("Prime Contract"); and

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

1 WHEREAS, City is willing to utilize Contractor to provide vocational training
2 in various Information/Technology sectors to Pacific Gateway participants;

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

5 1. DOCUMENT INCORPORATION.

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

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

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

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

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

27 D. In the event there is any conflict between the provisions of this
28 Contract and the provisions of the Prime Contract, including the attachments thereto

1 and the documents incorporated therein, as presently worded or amended in the
2 future, the parties agree that the provisions of the Prime Contract shall control.

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

5 2. TERM.

6 A. The term of this Contract ("Term") shall be deemed to have
7 commenced as of October 1, 2015, and unless sooner terminated pursuant to the
8 provisions hereof, shall terminate on September 30, 2016. Either of the parties
9 hereto shall have the right to terminate this Contract in its entirety at any time during
10 the Term for any or no reason whatsoever by giving fifteen (15) days prior written
11 notice of termination to the other party. City shall have the additional right to cancel
12 any part of this Contract at any time during the Term for any reason whatsoever by
13 giving fifteen (15) days' notice of such cancellation to the Contractor.

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

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

26 A. (1) A history of unsatisfactory performance, or (2) Is not
27 financially stable, or (3) Has a management system which does not meet the
28 management standards, or (4) Has not conformed to terms and conditions of

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

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

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

17 4. PERFORMANCE REVIEW.

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

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

5. CONTRACT AMOUNT AND PAYMENT.

A. The total amount which shall be payable by City to Contractor for Contractor's allowable services during the Term shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000).

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

C. Payment to the Contractor shall be limited to the amounts ^Bspecified in Exhibit "C" for the categories, criteria and rates established in said Attachment. The allocation of the total contract amount among the items in the Budget may vary by as much as ten percent (10%) without the approval by Workforce Investment Board's Executive Director ("Executive Director"). Additionally, Contractor may, with the prior written approval of the Executive Director or his designee, make adjustments within and among the categories of expenditures in the Budget in excess of ten percent (10%), and modify the performance to be rendered hereunder as provided in Exhibit "B"; provided, however, that any such adjustment in expenditures shall not result in an increase in the amount of the total contract. 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 13,

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paragraph E of this Contract.

D. 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.

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

F. All payments to Contractor by the City 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 submitted with the funded "Period of Availability" for the program year. Reimbursement will not be made for claims generated beyond contract end date or ninety (90) days after the contract end date for properly accrued expenditures. Contractor shall keep separate detailed accounts for each expenditure for each component part of this project.

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

6. RECORDS.

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

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

12 7. FINANCIAL REPORTS.

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

26 B. If the Contractor is subject to the Single Audit Act (SAA), the
27 Contractor shall include this Contract within the scope of the SAA audit. A copy of
28 the SAA final audit report shall be delivered by Contractor to the City of Long Beach

1 within thirty (30) calendar days after its request and, in any event, no later than six
2 (6) months after the end of the then-current fiscal year of Contractor. In the event
3 the Contractor fails to comply with this requirement, the Contractor shall be liable
4 for any costs incurred by City for a substitute audit or review.

5 8. ACCOUNTING PROCEDURES.

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

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

19 i. Maintain a bank account and perform monthly bank
20 reconciliations.

21 (a) Deposit all receipts in the bank account promptly
22 and intact.

23 (b) Do not pay any expense directly out of cash
24 receipts.

25 (c) Maintain bank validated copies for every deposit
26 slip in chronological order. Each deposit slip should include sufficient
27 detail to explain the source of the funds being deposited. (This may
28 be done by recording the details on the deposit slip or by attached

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supporting documentation which may have been received with the receipts).

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

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

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

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

(c) Approve employee time sheets.

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

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

(a) Original invoice from each vendor.

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

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

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

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

- 3 (a) Bank statements and bank reconciliations.
4 (b) Deposit slips and supports.
5 (c) Checks and supports.
6 (d) Time sheets or documentation to verify
7 Contractor's labor costs.
8 (e) Cash receipts and cash disbursement journals.
9 (f) Requests for reimbursement and supports.
10 (g) Financial statements.
11 (h) Maintain and file all required tax and personnel
12 reports with appropriate agencies.

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

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

21 9. INDEPENDENT CONTRACTOR STATUS. It is distinctly understood
22 that in the performance of this Contract, the Contractor shall at all times be considered a
23 wholly independent contractor and that Contractor's obligations to and authority from the
24 City are solely as are preserved by this Contract. Contractor expressly warrants that it will
25 not, at any time, hold itself out or in any manner represent that Contractor or any of its
26 agents, volunteers, subscribers, members, officers or employees are in any manner the
27 officers, employees or agents of the City or the Pacific Gateway Workforce Investment
28 Network (Network), an unincorporated non-profit association. Contractor shall not have

1 any authority to bind the City or Network at any time or for any purpose. Contractor nor
2 any of Contractor's officers, employees or agents shall have any power or authority as
3 agents or employees of the City or Network and shall not be entitled to any of the rights,
4 privileges or benefits of a City or Network employee.

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

20 11. INDEMNITY.

21 A. Contractor shall indemnify, protect and hold harmless City, its
22 Boards, Commissions, and their officials, employees and agents ("Indemnified
23 Parties"), from and against any and all liability, claims, demands, damage, loss,
24 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
25 costs and expenses, including attorneys' fees, court costs, expert and witness fees,
26 and other costs and fees of litigation, arising or alleged to have arisen, in whole or
27 in part, out of or in connection with (1) Contractor's breach or failure to comply with
28 any of its obligations contained in this Agreement, including any obligations arising

1 from the Project's compliance with or failure to comply with applicable laws,
2 including all applicable federal and state labor requirements including, without
3 limitation, the requirements of California Labor Code section 1770 *et seq.* or (2)
4 negligent or willful acts, errors, omissions or misrepresentations committed by
5 Contractor, its officers, employees, agents, subcontractors, or anyone under
6 Contractor's control, in the performance of work or services under this Agreement
7 (collectively "Claims" or individually "Claim").

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

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

22 D. The provisions of this Section shall survive the expiration or
23 termination of this Agreement.

24 12. EMPLOYMENT TRAINING ACT CLAUSES. Contractor shall
25 administer contract within the policies and procedures mandated by the Workforce
26 Investment Act of 1998 and the Network and agrees to comply with the following contract
27 clauses, as applicable, during the duration of the contract period:

28 1. Compliance with requirements and/or regulations related to patent

- 1 rights, copyrights, and rights in data;
- 2 2. Maintenance of records for 7 years;
- 3 3. The Equal Employment Opportunity Act provisions;
- 4 4. The Americans with Disabilities Act of 1990;
- 5 5. The Contract Work Hours and Safety Standards Act;
- 6 6. The Clean Air Act and Environmental Protection Agency regulations;
- 7 7. The Energy Policy Conservation Act;
- 8 8. The Byrd Anti-Lobbying Amendment;
- 9 9. Veteran's Priority Provisions;
- 10 10. Whistle Blower Protection;
- 11 11. Buy American Requirements.
- 12 13. INSURANCE. Concurrent with the execution of this Contract by
- 13 Contractor, as a condition precedent to the effectiveness of this Contract, and in partial
- 14 performance of the obligations of indemnity assumed by Contractor under Section 11
- 15 above, Contractor shall procure and maintain during the Term at Contractor's expense:
- 16 A. Comprehensive General Liability in an amount not less than Two
- 17 Million Dollars (\$2,000,000.00) combined single limit for each occurrence or Four Million
- 18 Dollars (\$4,000,000.00) General Aggregate for bodily injury, personal injury and property
- 19 damage. The Indemnified Parties shall be covered as insureds in respect to liability arising
- 20 out of activities performed by or on behalf of the Contractor and coverage shall be in a form
- 21 acceptable to the Risk Manager of the City ("Risk Manager").
- 22 B. Automobile Liability in an amount not less than Five Hundred
- 23 Thousand Dollars (\$500,000.00) combined single limit per accident for bodily injury and
- 24 property damage covering owned, non-owned and hired vehicles.
- 25 C. Workers' Compensation as required by the Labor Code of the State of
- 26 California and Employers' Liability Insurance with limits of one Million Dollars
- 27 (\$1,000,000.00) per occurrence.
- 28 D. Accidental Medical, Death and Dismemberment Insurance for all

1 participants not entitled to workers' compensation benefits under the provisions of Section
2 3700 of the Labor Code of the State of California, unless this requirement has been waived
3 in writing by the Risk Manager. Said insurance shall have limits of not less than One
4 Hundred Thousand Dollars (\$100,000.00) Accident Medical and Twenty-Five Thousand
5 Dollars (\$25,000.00) Accidental Death and Dismemberment.

6 E. Blanket Honesty or Comprehensive Crime Bond in an amount of fifty
7 percent (50%) of sums payable under this Contract, or Twenty-Five Thousand Dollars
8 (\$25,000.00), whichever is higher, to safeguard the proper handling of funds by those
9 employee's agents or representatives of the Contractor who sign as the maker of checks
10 or drafts or in any manner authorize the disbursement or expenditure of said funds.

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

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

21 Contractor shall furnish the City with certificates of insurance and with original
22 endorsements affecting coverage as required above. The certificates and endorsements
23 for each insurance policy shall be signed by a person authorized by that insurer to bind
24 coverage on its behalf. Policies written on a "claims made" basis shall provide for an
25 extended reporting period of not less than One Hundred Eighty (180) days. No claims
26 made policies shall be acceptable to City unless the City Manager determines that no
27 occurrence policy is available in the market for the particular risk being insured. Any
28 modification or waiver of the insurance requirements contained in this Contract shall only

1 be made with the written approval of the Risk Manager in accordance with established city
2 policy.

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

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

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

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

19 C. Ensuring that every employee who provides services under this
20 Contract:

- 21 i. Will receive a copy of Contractor's drug-free policy
22 statement, and
- 23 ii. Will agree to abide by the terms of Contractor's
24 statement as a condition of employment on this Contract:

25 D. Payments due Contractor may be subject to suspension or
26 termination for failure to carry out the requirements of Government Code Sections
27 8350 et seq. and 29 CFR Part 98, Debarment and Suspension; Drug Free
28 Workplace. As provided in Government Code Section 8357, the City shall not be

1 required to ensure that Contractor provides a drug-free workplace.

2 15. NONDISCRIMINATION.

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

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

23 16. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
24 accordance with the provisions of the Ordinance, this Agreement is subject to the
25 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
26 Long Beach Municipal Code, as amended from time to time.

27 A. During the performance of this Agreement, the Contractor
28 certifies and represents that the Contractor will comply with the EBO. The

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Contractor agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

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

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

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

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

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

17. CONFIDENTIALITY.

A. Contractor shall keep confidential all financial, operations, and performance records relating to its performance of this Contract (“Data”) and shall not disclosed the Data or use the Data directly or indirectly other than in the course of services provided hereunder. The obligation of confidentiality shall continue following expiration or earlier termination of this Contract. In addition, Contractor shall keep confidential all information, whether written or oral, or visual, obtained by

1 any means whatsoever in the course of Contractor's performance hereunder for the
2 same period of time. Contactor shall not disclose Data to any third party, nor use it
3 for Contractor's own benefit or the benefit of others without first obtaining the prior
4 written authorization and consent of the City.

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

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

13 A. Contractor demonstrates Contractor knew prior to the time City
14 disclosed it; or

15 B. Is or becomes publicly available without breach of this Contract
16 by Contractor; or

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

19 D. Must be disclosed pursuant to subpoena, court order, state or
20 federal WIA rules and regulations, federal Department of Labor rules and
21 regulations, or the rules and regulations of any other governmental agency having
22 jurisdiction over WIA administration.

23 19. NOTICES. Any notice or approval required by this Agreement shall
24 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
25 postage prepaid, addressed to Consultant at the address first stated above, and to the City
26 at 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager with a
27 copy to the City Engineer at the same address. Notice of change of address shall be given
28 in the same manner as stated for other notices. Notice shall be deemed given on the date

1 deposited in the mail or on the date personal delivery is made, whichever occurs first.

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

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

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

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

20 24. TAX REPORTING. As required by federal and state law, City is
21 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.
22 Contractor shall be solely responsible for payment of all federal and state taxes resulting
23 from payments under this Agreement. Contractor shall submit Contractor's Employer
24 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not
25 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.
26 Contractor acknowledges and agrees that City has no obligation to pay Contractor until
27 Contractor provides one of these numbers.

28 25. AUTHORIZATION TO EXECUTE. Contractor warrants and affirms to

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

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

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

7 KML ENTERPRISES CAREER
8 DEVELOPMENT, LLC, a California limited
9 liability company dba NEW HORIZONS
10 COMPUTER LEARNING CENTERS OF
11 SOUTHERN CALIFORNIA

11 11-30, 2015

11 By [Signature]
12 Name Cindy Sutherland
13 Title VP of ED

13 _____, 2015

13 By [Signature]
14 Name Anna Nursalin
15 Title CEO

16 "Contractor"

17 CITY OF LONG BEACH, a municipal
18 corporation

18 Dec. 24, 2015

18 By [Signature] EXECUTED PURSUANT
19 TO SECTION 301 OF
20 THE CITY CHARTER.
21 City Manager
22 Assistant City Manager

23 "City"

24 This Contract is approved as to form on Dec 9, 2015.

25 CHARLES PARKIN, City Attorney

26 By [Signature]
27 Deputy

EXHIBIT “A”

Prime Contract

EXHIBIT A

WIOA SUBGRANT AGREEMENT

City of Long Beach dba Pacific Gateway

SUBGRANT NO: K698367
 MODIFICATION NO: 2
 SUBGRANTEE CODE: LBC
 DUNS NO: 557398141

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

SUBGRANTEE: City of Long Beach dba Pacific Gateway
 3447 ATLANTIC AVENUE
 LONG BEACH, CA 90807

GOVERNMENTAL ENTITY:
 Yes

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Subgrantor, and the City of Long Beach dba Pacific Gateway, hereinafter the Subgrantee. The Subgrantee agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved WIOA Local Plan for the above name Subgrantor filed with the Subgrantor pursuant to the Workforce Innovation and Opportunity Act (WIOA). This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

Funding Detail Chart
 LBC Youth Demo Project

ALLOCATION(s) The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter 'TOTAL'	PRIOR AMOUNT: \$3,167,114.00 INCREASE/DECREASE: \$1,999,146.00 TOTAL: \$5,166,260.00
---	---

TERM OF AGREEMENT From: 4/1/2015 To: 6/30/2017	Terms of Exhibits are as designated on each exhibit
--	--

PURPOSE: To add funding for the Youth Demonstration project in the amount of \$1,999,146 into grant code 1027. Term of this project is from July 1, 2015 to March 31, 2017.

APPROVED FOR SUBGRANTOR (EDD) (By Signature)	APPROVED FOR SUBGRANTEE (By Signature) Unilateral modification. Subgrantee Signature not required
---	---

[Handwritten Signature]
 Name and Title
 JOSÉ LUIS MÁRQUEZ
 CHIEF
 WORKFORCE SERVICES DIVISION

Name and Title

I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein	This agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal. Atty. Gen 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance
---	---

Gabriele Long

[Handwritten Signature]
 Signature of EDD Contract Officer

Budget Item: 7100 Fund: 0869 Budgetary Attachment: No
 Chapter: 010 Statute: 2015 FY: 15/16

SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

SUBGRANT NO: K698367
MODIFICATION NO: 2

City of Long Beach dba Pacific Gateway

I. Allocation

Funding Source	Prior Amount	Increase	Decrease	Adjusted Allocation
WIA/WIOA 25% - Dislocated Worker Rapid Response				
96216 292 Rapid Response Layoff Aversion 07/01/2015 to 06/30/2016 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$21,638.00	\$0.00	\$0.00	\$21,638.00
96216 540 Rapid Response by Formula 07/01/2015 to 06/30/2016 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$78,297.00	\$0.00	\$0.00	\$78,297.00
Total WIA/WIOA 25% - Dislocated Worker Rapid Response	\$99,935.00	\$0.00	\$0.00	\$99,935.00
WIA/WIOA Formula				
96156 201 Adult Formula RD 1 07/01/2015 to 06/30/2017 Prog/Element 61/00 Ref 101 Fed Catlg 17.258	\$145,884.00	\$0.00	\$0.00	\$145,884.00
96106 301 Youth Formula Rd 1 04/01/2015 to 06/30/2017 Prog/Element 61/00 Ref 101 Fed Catlg 17.259	\$1,915,311.00	\$0.00	\$0.00	\$1,915,311.00
96206 501 Dislocated Worker Rd 1 07/01/2015 to 06/30/2017 Prog/Element 61/00 Ref 101 Fed Catlg 17.278	\$205,984.00	\$0.00	\$0.00	\$205,984.00
Total WIA/WIOA Formula	\$2,267,179.00	\$0.00	\$0.00	\$2,267,179.00
WIA/WIOA National Emergency Grant				
91166 1027 LBC Youth Demo Project 07/01/2015 to 03/31/2017 Prog/Element 62/10 Ref 001 Fed Catlg 17.261	\$0.00	\$1,999,146.00	\$0.00	\$1,999,146.00
92376 1028 Sector Partnerships National Emergency Grant 07/01/2015 to 03/31/2017 Prog/Element 62/10 Ref 001 Fed Catlg 17.277	\$800,000.00	\$0.00	\$0.00	\$800,000.00
Total WIA/WIOA National Emergency Grant	\$800,000.00	\$1,999,146.00	\$0.00	\$2,799,146.00
Grand Total:	\$3,167,114.00	\$1,999,146.00	\$0.00	\$5,166,260.00

NARRATIVE

SUBGRANT NO:K698367
MODIFICATION NO: 2

SUBGRANTEE:City of Long Beach dba Pacific Gateway
FUNDING SOURCE: LBC Youth Demo Project - 1027

TERM OF THESE FUNDS: 07/01/2015 - 03/31/2017

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

PROGRAM NARRATIVE

The purpose of this modification is to add National Emergency Grant funds in the amount of \$1,999,146 for the Youth Demonstration project into grant code 1027. The term of this project is from July 1, 2015 to March 31, 2017. There is a 10% limit of cash drawn of the award total until the required subgrant exhibits are received and incorporated in the subgrant agreement via modification.

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

WIOA (2015)

EXHIBIT “B”

Statement of Work

**EXHIBIT B
STATEMENT OF WORK**

EDUCATIONAL AGREEMENT

Name: City of Long Beach
Pacific Gateway Workforce Investment Network

Address: 3447 Atlantic Avenue
Long Beach, CA 90807

Contact Person: JP Elma, Community Development Specialist
Phone: (562) 570-4720
Fax: (562) 570-3657
E-mail: joelma@longbeach.gov

Agreement with:

Training School: NEW HORIZONS CLC OF SO CAL

Address: 1900 S STATE COLLEGE BLVD #100
ANAHEIM CA 9280

Contact Person: Lisa Ingroff
Phone: 714.221.3115
Fax:
Email: lingo@nhsocal.com

This Agreement sets forth the roles and responsibilities of the parties named above in providing training to Customers served by the City of Long Beach Pacific Gateway Workforce Investment Network.

- A. **PARTIES:** The City of Long Beach Pacific Gateway Workforce Investment Network (Network), as a designated local workforce investment area, agrees to pay the cost of tuition, books, supplies and/or other eligible agreed upon services required to provide training to eligible Trainees enrolled with the trainer identified on page 1, hereinafter, known as the Training Vendor.
- B. **TIME FRAME OF PERFORMANCE:** The time period of this Agreement shall begin upon execution and continue until modified or terminated.
- C. **APPROVED PROGRAMS:** Training programs approved under this agreement, along with tuition and fees, estimated length of training, and program requirements, are listed in the State of California Eligible Training Provider List (ETPL). If the cost of training specified in ETPL is less than the amount listed in the Training Vendor catalog, the ETPL will prevail. Any changes in program costs approved under this agreement or program information, or requests for additional programs, require prior approval by Bureau or other sponsoring Local Workforce Investment Areas.
- D. **CUSTOMER REFERRAL AND RECRUITMENT:** The Training Vendor understands that only trainees referred by the Network may be enrolled into approved training under this Agreement. The Bureau will forward an *Individual Training Account (ITA) Scholarship*, (see Exhibit A for sample), to Provider for each and all authorized Trainees.
4. **COST:**
- a. The total amount reimbursed to the Training Vendor, shall not exceed the amount as documented in the ETPL.
 - b. In no event shall the Network reimburse the Vendor in excess of actual expenditures for those services set forth herein. If training is not completed, the Training Vendor is entitled to that portion of the total reimbursable amount set forth in this Agreement, based on the total number of hours training was actually provided in accordance to California Education Code Section 94318.5 (a) and the Maxine Waters School Reform and Student Protection Act Section 94870.
 - c. Reimbursement to the Training Vendor will be based on the provision of stated training services (as specified in the *ITA Scholarship - Exhibit A*), and the provision of Trainee evaluations. If specified training services are not adequately provided and/or if Trainee evaluations are not provided per the stipulations in this Agreement, payment to the Training Vendor by the Network may be delayed or withdrawn.
 - d. The Training Vendor agrees that the Trainee will not be asked to pay for any items or services provided under this Agreement unless an amount is specified as a "Total Trainee Obligation" in the *ITA Scholarship - Exhibit A*. The Provider understands that a violation of this provision may result in termination of this Agreement, at Network's discretion.
 - e. The Training Vendor agrees to seek and utilize other types of financial aid (i.e. Pell Grants) if applicable/available prior to use of Workforce Investment Act (WIA) funds. If applicable, the Training Vendor must provide the Network with written information concerning financial aid received by each trainee under this agreement within thirty days of receipt or by the "Completion" payment point specified in Item 9, below, whichever comes first. Acceptable documentation, to be submitted to the Network Employment Specialist, shall include a notice of award or denial for financial aid issued by the Training Vendor as a PELL/Other grant entity or completion of the *Financial Aid Eligibility Verification Form* (see Exhibit D). If acceptable documentation is not submitted within the timeframe specified, payment to the Training Vendor by the Network may be delayed or withdrawn. Upon receipt of a notice of award, a revised *ITA Scholarship* will be issued and specify an amended "Total Obligation (City of Long Beach)" and the amount of "Other Education Related Costs" to be disbursed by the Training Vendor to the Trainee, if applicable.

- f. The Training Vendor agrees to maintain records (including books, papers and computer data, time sheets, attendance and payroll records, and cancelled checks) to document all costs, direct and indirect, incurred under this Agreement and to account for all money received under this Agreement. All records shall be kept for a period of five (5) years from the date final payment is made on this Agreement. All records regarding the Trainee shall be made available to the State, Department of Labor, Comptroller General of the United States, Network or any of their duly authorized representatives. The right to the records includes the right to make excerpts, transcripts, and photocopies. The Training Vendor also agrees to provide photocopies of above referenced records, upon request from the Bureau. The Training Vendor agrees to provide reasonable and timely access to personnel for the purpose of interviews and discussions related to the records of the Trainee.
- g. This Agreement is subject to WIA rules and regulations and the availability of WIA funding. Modifications to this Agreement may be made to reflect any reduction in fund availability and subsequent additions and/or changes to WIA rules and regulations. This Agreement shall also be governed by all other applicable laws of the State of California.

6. PERFORMANCE:

- a. The Network retains the right to observe and monitor services provided pursuant to this Agreement, including, but not limited to, quality of training, instructor qualifications and performance, and conduct interviews of Trainee(s) and personnel. If any of these criteria for service performance are not met, payment to the Training Vendor may be delayed or withdrawn.
- b. The Training Vendor agrees to provide daily attendance reports and progress reports on a regular basis (one every month, unless otherwise agreed upon) and any other pertinent student evaluation information per this Agreement. If appropriate Trainee evaluation information is not provided, payment to the Provider may be delayed or withdrawn.
- c. The Training Vendor shall act in an independent capacity and not as officer, employee, or agent of the Network in the performance of this Agreement. This provision shall also apply to any agent or employee of the Training Vendor. The Training Vendor shall not contract or incur expenses in the name of the Network.
- d. The Training Vendor agrees, to the extent permitted by law, to defend, protect, indemnify and hold the Network, its 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 acts or omissions of Provider, its officers, agents or employees in the performance of this Agreement. Training Vendor shall at its own cost, expense and risk, defend all claims or legal actions that may be instituted against either the Training Vendor or the Network, and shall pay any settlement entered into or satisfy any judgment that may be rendered against either the Training Vendor or the Network.
- e. The Training Vendor shall provide sufficient instruction materials pursuant to a planned curriculum appropriate to the Trainee's educational program and establish sufficient attendance, progress, and performance standards to reasonably ensure that Trainees acquire the necessary level of education, training, skill, and experience to obtain employment in the occupation or job title to which the course of instruction is intended to lead. The Training Vendor agrees to comply with the Maxine Waters School Reform and Student Protection Act Section 94875 (a)(b).
- f. The Training Vendor shall personally perform all services herein and documented in the ETPL. Any attempt by the Training Vendor to delegate or subcontract its duties under this Agreement shall be void and allow the Network to immediately terminate this Agreement and withdraw payment(s).

7. PROVIDER ASSURANCES:

- a. The Training Vendor shall maintain the confidentiality of any information regarding Trainee, or their immediate family, which may be obtained through documents obtained from public agencies, counselors, or any other source. Without permission of the Network, such information shall be divulged only as necessary for the performance or evaluation of the Agreement and only to persons having responsibilities under this Agreement.
- b. The Training Vendor shall ensure that Trainee is provided with Provider's grievance procedures.
- c. If Trainee chooses to drop out of the training program, the Provider shall conduct an exit interview with the Trainee, if possible, to document reason for termination. The Training Vendor shall notify the Bureau in writing within two (2) business days of learning of the Trainee's decision.
- d. The Training Vendor may terminate/suspend Trainee on the same basis Training Vendor would terminate/suspend any other participant receiving educational services. The Training Vendor shall first advise the Network in writing, within five (5) business days, of the impending termination/suspension. The Training Vendor shall provide the Network an opportunity to correct the reason for termination/suspension within an agreed upon time frame. Upon termination/suspension, the Training Vendor shall conduct an exit interview with the Trainee to document reason for termination/suspension.
- e. The Training Vendor shall provide the Trainee with two cancellation forms prior to or at the first class meeting attended by the Trainee in accordance with California Education Code Section 94317.5 (a) and the Maxine Waters School Reform and Student Protection Act of 1989 Section 94868.
- f. The Training Vendor shall maintain appropriate standards for health and safety. Shall ensure that the conditions of training are appropriate and reasonable with regards to the type of training, the geographical region and the proficiency of the Trainee.
- g. The Training Vendor shall, at all times, be in compliance with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA). Compliance with the ADA shall be the sole responsibility of Training Vendor and Training Vendor shall defend and hold the Network harmless from any expense or liability arising from Training Vendor's non-compliance therewith.
- h. The Training Vendor shall comply fully with applicable Federal, State, and local nondiscrimination and equal opportunity provisions, including:
 - That which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity
 - Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin
 - Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities

- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age, and
 - Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- i. The Training Vendor shall ensure compliance with the Network policy that prohibits retaliation or reprisal against an individual that:
 - Has filed a complaint;
 - Opposed a practice prohibited by the nondiscrimination and EO provision of WIA;
 - Furnished information to, or assisted or participated in any manner in, an investigation, review hearing or any other activity related to the administration of the WIA nondiscrimination and EO provisions; and
 - Otherwise exercised any rights and privileges under the WIA nondiscrimination and EO provisions.
 - j. The Training shall permit access by the Network or designated agency to records of employment, employment advertisements, application forms and other pertinent data and records, for the purposes of investigation to ascertain compliance with the fair employment practices provisions of this contract.
 - k. The Training Vendor agrees to maintain records that are sufficient to support all data submitted for the ETPL and will make these records available for monitoring or audit by either the Network or the State.
 - l. The Training Vendor shall ensure compliance with applicable Federal, State, and/or local regulations with matters relating to providing a drug-free workplace.
 - m. The Training Vendor shall ensure that training involving sectarian or political activities is prohibited.

8. TERMS

- a. The Agreement is of no force and effect until approved and signed by representatives of both parties hereto. There are no oral understandings or agreements not incorporated herein. The Training Vendor may not commence training until such approval has been obtained.
- b. The Agreement may be terminated by either party upon ten (business) days written notice to the other.

9. INVOICING

- a. The Network shall reimburse the Training Vendor as per stipulations set forth in this Agreement.
- b. The Training Vendor shall submit invoices for payment in accordance with the payment schedule explained below. Invoices must include the following: a) name of Trainee, b) name of training program, c) Employment Specialist name, d) amount due, e) payments made to date, f) balance, g) a Provider billing contact name, h) Federal Tax Identification Number and i) specify Pay Point, e.g., 1 or 2, see below.
- c. Original invoices must be mailed for verification and review to: Career Transition Center, 3447 Atlantic Avenue, Long Beach, CA 90807, Attn: WIA Program Supervisor. Please address all inquiries regarding the status of pending invoices to the Network's WIA Program Supervisor, at (562) 570-3748.

c. Payment for training shall be disbursed as follows:

Pay Point #1 At the beginning of training (following completion of 100 hours of training)	40%
Pay Point #2 At the completion of training	<u>60%</u>
	100%

Pay Points:

1. **At the Beginning of Training:** This pay point will have been earned and may be billed for by the Training Vendor when: all forms and agreements have been signed and participant is enrolled and started training classes. All invoices related to this pay point shall be submitted to the Network's WIA Program Supervisor no later than fifteen (15) (calendar) days from completing 100 hours of instruction.
2. **At Completion:** This pay point will have been earned and may be billed for by the Training Vendor when: a) the Trainee has satisfactorily completed the training program and has attained competencies as outlined in the Training Vendor's course curriculum and training schedule, and has attained the test score(s) or achievement level prescribed for completion, b) the Provider has submitted to the Network Employment Specialist, daily attendance records, progress reports, test scores (if applicable), a copy of a certificate(s) of completion, and the notice of award or denial for financial aid or the Financial Aid Eligibility Verification Form (Exhibit D) if not already submitted (if applicable). All invoices related to this pay point shall be submitted to the Network's WIA Program Supervisor no later than fifteen (15) calendar days from the completed benchmark.

10. STUDENT EVALUATIONS (PROGRESS REPORTS):

Network standardized Progress Reports, or Training Provider's Progress Reports with a minimum of information identified below shall be provided by the Provider at a minimum of one every month for the duration of training, at the completion of each module (as outlined in the training schedule) and at completion of training.

EXHIBITS

- A. Individual Training Account (ITA) Scholarship**
- B. Trainee Evaluation (Progress Report)**
- C. Training Provider Placement Form**
- D. Financial Aid Eligibility Verification Form**



ITA SCHOLARSHIP NUMBER: _____

EXHIBIT A

**CITY OF LONG BEACH
PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK
INDIVIDUAL TRAINING ACCOUNT (ITA) SCHOLARSHIP**

DATE: _____ ACCOUNT/SCHOLARSHIP: Initial Modified

FUNDING SOURCE: Adult Dislocated Worker Grant Code:
 Other (specify) _____

TRAINEE NAME: _____ SSN: _____ CASE #: _____

EMPLOYMENT SPECIALIST: _____ PHONE#: _____

PROVIDER NAME: _____ STATE PROVIDER ID#: _____

ADDRESS: _____

PROGRAM NAME: _____ PROGRAM CODE: _____

START DATE: _____ COMPLETION DATE: _____

Tuition (administration, registration, & class fees)		
Fees (memberships, room rentals, entrances, etc.)		
Expenses (books, materials, special transportation, parking passes, etc.)		
Other:		
Other:		
Other:		
Total Training Cost:		
PELL/Other Financial Assistance		
Other Education Related Costs (disburse to trainee)		
Total Obligation (City of Long Beach)		
Total Trainee Obligation		

COMMENTS: _____

RECOMMENDED BY: _____ Date: _____

APPROVED BY: _____ Date: _____

STATEMENT:

I understand that I must account for this Individual Training Account within forty-five (45) days from the date of issuance and that certain exceptions may be permitted due to unexpected circumstances (i.e., program scheduling constraints) upon authorization from designated staff. In addition, I understand that in no case will this Individual Training Account carry a balance after the training program is either completed or terminated.

Trainee Signature

Date

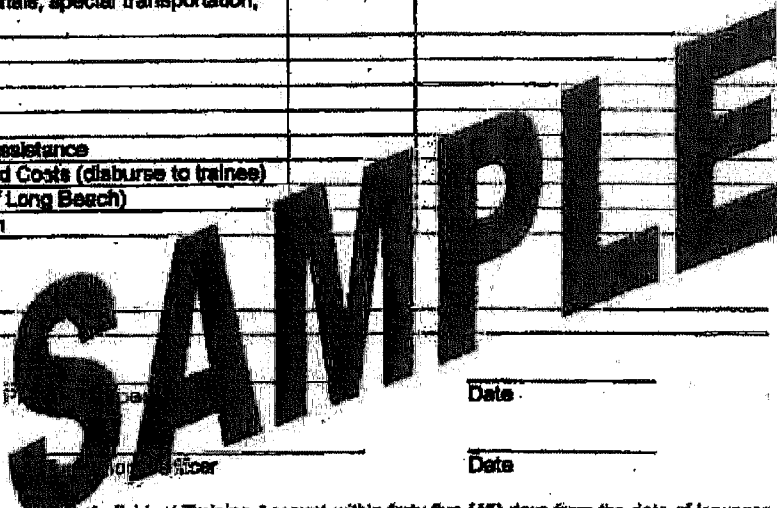


EXHIBIT B

WORKFORCE INVESTMENT ACT (WIA)

TRAINEE EVALUATION (PROGRESS REPORT)

The following trainee evaluation information must be provided by the Training provider to the Career Transition Center for the Workforce Investment Act (WIA) Trainee indicated below, per the Educational Agreement signed by the Greater Long Beach Workforce Development System and Training Provider. This standardized form must be used and must not be altered in any way. Please photocopy a blank copy of this document as many times as needed, complete and then send to the Employment Specialist named below at: Career Transition Center, 3447 Atlantic Avenue, Long Beach, CA 90807.

PROVIDER NAME: _____ TRAINEE NAME: _____

PROVIDER ADDRESS: _____ TRAINEE SS#: _____

_____ EMPLOYMENT SPECIALIST NAME: _____

TELEPHONE NUMBER: _____

INSTRUCTOR NAME: _____ DATE OF EVALUATION: _____

PROGRAM TITLE:		TOTAL HOURS OF INSTRUCTION:		TOTAL WEEKS OF TRAINING:		
MODULES	DATE		TOTAL HOURS	ATTENDANCE		GRADE
	TO	FROM		ABSENT	TARDY	



TRAINING PROVIDER PLACEMENT FORM

Component: _____

Trainee Name: _____ SS#: _____

Provider Name / Placement Staff: _____

Telephone Number/Fax Number: _____

PLACEMENT INFORMATION:

Date Employed: _____

Employer Name: _____

Employment Address: _____

Employer Mailing Address
(if different from above): _____

Employer Contact: _____

Telephone Number/Fax Number: _____

Job Code/Job Title: _____

Job Description: _____

Hours Per Week: _____ Hourly Wage: _____

Receiving Fringe Benefits: Yes No Job Covered by UI: Yes No

Training Related Employment: Yes No Apprenticeship: Yes No

Non-Traditional Employment for Women: Yes No

Training Provider Signature/Date: _____

Employment Specialist Signature/Date: _____

Comments: _____



**INDIVIDUAL TRAINING ACCOUNT (ITA) SCHOLARSHIP
FINANCIAL AID ELIGIBILITY VERIFICATION**

ITA Training Providers should provide the City of Long Beach Pacific Gateway Workforce Investment Network Trainees with information regarding financial assistance, along with the appropriate forms and/or application. If the Trainee qualifies for any type of Financial Aid awards, the awards are first applied towards the training cost BEFORE ITA funds are provided.

Trainee _____ SS# _____

Training Provider _____

A) Total Cost of Training Program _____
(including books, materials, supplies specifically required for the program as reflected on the Eligible Training Provider List)

B) Type (s) of Financial Aid to be received

PELL _____

Veteran's Benefits _____

SEOG _____

OTHER _____

C) Sum Total of (B) Financial Aid Received _____

D) Total Tuition Charged to (ITA) _____
(SUBTRACT LINE C FROM LINE A)

Bureau Trainee Signature Date

Training Provider Financial Aid Officer Date