

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

CONTRACT
33397

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3 THIS CONTRACT ("Contract") is entered into, in duplicate, effective as of
4 January 1, 2014, pursuant to a minute order adopted by the City Council of the City of
5 Long Beach at its meeting held on February 11, 2014, by and between LONG BEACH
6 MEMORIAL MEDICAL CENTER, a non-profit for public benefit corporation with offices
7 located at 2901 Atlantic Ave., Long Beach, CA 90807("Contractor") and the CITY OF
8 LONG BEACH, a municipal corporation ("City") and administering entity for Pacific
9 Gateway Workforce Investment Network ("Pacific Gateway").

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

12 A. The City, through Pacific Gateway, submitted an application
13 ("Application") to the State of California, for Workforce Investment Act (WIA) /
14 National Emergency Grant (NEG) funds to operate a healthcare training program
15 to approximately 45 individuals in the occupations and industries associated with
16 healthcare occupations, and the related activities necessary to support such
17 training, consistent with the American Competitiveness and Workforce
18 Improvement Act of 1998 (ACWIA) under Section 414(c) as amended (29 USC
19 2916a), and all regulations, directives, policies, procedures and amendments
20 issued thereto and/or legislation, regulations, policies, directives, and/or
21 procedures which may replace the ACWIA; and

22 B. The Application was approved by the State of California and an
23 agreement has been executed by and between the State of California and Pacific
24 Gateway authorizing such programs and providing the funding therefore under
25 WIA/National Emergency Grant CFDA 17.277 which has been designated as
26 K491023 (the "Prime Contract"); and

27 C. Contractor desires to participate in said program and is qualified by
28 procurement for the reason of experience, preparation, organization, staffing and

1 facilities to provide services;

2 D. City is willing to utilize Contractor to provide training and educational
3 support to Pacific Gateway participants.

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

6 Section 1. DOCUMENT INCORPORATION.

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

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

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

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

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

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

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

7 SECTION 2. TERM.

8 The term of this Contract ("Term") shall be deemed to have commenced as
9 of January 1, 2014, and unless sooner terminated pursuant to the provisions hereof, shall
10 terminate on March 30, 2015. Either of the parties hereto shall have the right to
11 terminate this Contract in its entirety at any time during the Term for any or no reason
12 whatsoever by giving fifteen (15) days prior written notice of termination to the other
13 party. City shall have the additional right to cancel any part of this Contract at any time
14 during the Term for any reason whatsoever by giving fifteen (15) days notice of such
15 cancellation to the Contractor.

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

24 SECTION 3. AWARD UNDER SPECIAL CONDITIONS.

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

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

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

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

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

18 SECTION 4. PERFORMANCE REVIEW.

19 After each quarter during the Term, the City may conduct a review of
20 Contractor's performance by comparing the Contractor's planned performance and/or
21 contract earning levels with the actual performance and contract earning levels achieved
22 by Contractor. If the Contractor is ten percent (10%) below planned performance and/or
23 contract earning levels at the end of any quarter, the Contractor may be required to
24 implement a corrective action plan. Any such corrective action plan shall be subject to
25 review and approval by the City.

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

1 the underexpenditures.

2 SECTION 5. CONTRACT AMOUNT AND PAYMENT.

3 The total amount which shall be payable by City to Contractor for
4 Contractor's allowable services during the Term shall not exceed One Hundred Forty-
5 Five Thousand, Five Hundred Eighty Dollars (\$145,580.00).

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

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

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

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

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

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

20 SECTION 6. RECORDS.

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

26 Contractor shall provide access to all documents and materials related to
27 this Contract and shall provide any information that the City, or its designee requires in
28 order to monitor and evaluate Contractor's performance hereunder. All such records

1 shall be maintained and accessible for a period of seven (7) years from the expiration or
2 earlier termination of this Contract.

3 SECTION 7. FINANCIAL REPORTS.

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

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

23 SECTION 8. ACCOUNTING PROCEDURES.

24 On a monthly basis, commencing on the last day of the month next
25 succeeding the effective date of this Contract, the Contractor will submit an invoice with
26 supporting documentation for payment based upon the cost categories in Attachment "B".
27 These invoices will be due by the tenth (10th) working day after the end of each month.
28 Contractor shall complete the monthly payment requests in the format required by the

1 City.

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

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

10 i) Deposit all receipts in the bank account promptly and intact.

11 (Do not pay any expense directly out of cash receipts).

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

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

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

21 i) Receipt for goods and services provided to Contractor.

22 ii) Approve the purchase of goods and services for Contractor.

23 iii) Approve employee time sheets.

24 iv) Each above function shall be designated to a different
25 employee.

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

28 1. Original invoice from each vendor.

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

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

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

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

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

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

22 G. Contractor must adhere to all audit requirements as outlined in
23 Contractor's respective OMB Circular, 29 CFR 95, and 29 CFR Part 96, and A
24 133, 29 CFR 97.26 and 29 CFR 95.26 as applicable.

25 All invoices and billings will be considered final and must be submitted
26 within forty-five (45) calendar days from the end of the Term. Resolution of disputed
27 matters must be resubmitted within fifteen (15) calendar days from date mailed to
28 Contractor. City, in its sole discretion, may elect not to pay any invoices or billings

1 submitted after the cut-off date, or if funding is no longer available.

2 SECTION 9. INDEPENDENT CONTRACTOR STATUS.

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

14 SECTION 10. ASSIGNMENT.

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

17 SECTION 11. INDEMNIFICATION AND HOLD HARMLESS.

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

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SECTION 12. EMPLOYMENT TRAINING ACT CLAUSES.

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

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

SECTION 13. INSURANCE.

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

- A. Comprehensive General Liability in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit for each occurrence or Four Million Dollars (\$4,000,000.00) General Aggregate for bodily injury, personal injury and property damage. The Indemnified Parties shall be covered as insureds in respect to liability arising out of activities performed by or on behalf of the Contractor and coverage shall be in a form acceptable to the Risk Manager of the

1 City ("Risk Manager").

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

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

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

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

21 Each insurance policy shall be endorsed to provide that coverage shall not
22 be cancelled by either party, reduced in amount or in limits, except after thirty (30) days
23 prior written notice has been given to the City. All such insurance shall be primary and
24 not contributing to any other insurance or self-insurance maintained by the Indemnified
25 Parties. Subject to review and approval by the City's Risk Management, the City will
26 accept from Contractor evidence of an on-going Self-Insurance program as an equivalent
27 for such coverage as determined by the City's Risk Management.

28 The insurance required hereunder shall be placed with carriers admitted to

1 write insurance in California, or carriers with a rating of or equivalent to A:VIII by A.M.
2 Best Company and may be subject to such self-insurance or deductible as may be
3 approved by the Risk Manager. Any subcontractors which Contractor may use in the
4 performance of services under this Contract shall be required to maintain insurance in
5 accordance with the requirements here in Section 13.

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

16 SECTION 14. DRUG-FREE WORKPLACE.

17 Contractor shall comply with Government Code Sections 8350 et seq. and
18 29 CFR Part 98, in matters relating to providing a drug-free workplace including, but not
19 limited to, the following:

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

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

- 26 1. The dangers of drug abuse in the workplace,
- 27 2. The person's or organization's policy of maintaining a drug-
28 free workplace;

1 3. Any available counseling, rehabilitation and employee
2 assistance programs, and

3 4. Penalties that may be imposed upon employees for drug
4 abuse violations.

5 C. Ensuring that every employee who provides services under this
6 Contract:

7 1. Will receive a copy of Contractor's drug-free policy statement,
8 and

9 2. Will agree to abide by the terms of Contractor's statement as
10 a condition of employment on this Contract:

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

16 SECTION 15. NON-DISCRIMINATION.

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

22 It is the policy of the City to encourage the participation of Disadvantaged,
23 Minority and Women-Owned Business Enterprises in City's procurement process, and
24 Contractor agrees to use reasonable efforts to carry out this policy in the award of all
25 approved subcontracts to the extent consistent with the efficient performance of this
26 Contract. Contractor may rely on written representations by Contractors regarding their
27 status. Contractor shall report to City in March and in September or, in the case of short-
28 term agreements, prior to invoicing for final payment, the names of all sub-contractors

1 engaged by Contractor for this Project and information on whether or not they are a
2 Disadvantaged, Minority or Women-Owned Business Enterprise, as defined in Section 8
3 of the Small Business Act (15 U.S.C. Sec. 637).

4 SECTION 16. EQUAL BENEFITS ORDINANCE.

5 Unless otherwise exempted in accordance with the provisions of the
6 Ordinance, this Agreement is subject to the applicable provisions of the Equal Benefits
7 Ordinance (EBO), section 2.73 et seq. of the Long Beach Municipal Code, as amended
8 from time to time.

9 A. During the performance of this Agreement, the Contractor certifies
10 and represents that the Contractor will comply with the EBO. The Contractor
11 agrees to post the following statement in conspicuous places at its place of
12 business available to employees and applicants for employment:

13 "During the performance of a contract with the City of
14 Long Beach, the Contractor will provide equal benefits to
15 employees with spouses and its employees with domestic
16 partners. Additional information about the City of Long
17 Beach's Equal Benefits Ordinance may be obtained from the
18 City of Long Beach Business Services Division at 562-570-
19 6200."

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

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

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

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

7 SECTION 17. CONFIDENTIALITY.

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

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

22 SECTION 18. BREACH OF CONFIDENTIALITY.

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

25 A. Contractor demonstrates Contractor knew prior to the time City
26 disclosed it; or

27 B. Is or becomes publicly available without breach of this Contract by
28 Contractor; or

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

3 2. Must be disclosed pursuant to subpoena, court order, state or
4 federal WIA rules and regulations, federal Department of Labor rules and
5 regulations, or the rules and regulations of any other governmental agency having
6 jurisdiction over WIA administration.

7 SECTION 19. NOTICES.

8 All notices required or given pursuant to the provisions hereof may be
9 served either by: (1) enclosing the same in a sealed envelope addressed to the party
10 intended to receive the same at the address indicated herein and deposited postage
11 prepaid, in the U.S. Postal Service as certified mail, return receipt requested, or (2)
12 personal service. Such notices shall be effective on the date personal service is effected
13 or the date of the signature on the return receipt. For the purposes hereof, the address of
14 the City and the proper party to receive any such notices on its behalf is the Executive
15 Director, Pacific Gateway, 3447 Atlantic Avenue, Long Beach, California, 90807; and the
16 Contractor's address for service of any such notices shall be LONG BEACH MEMORIAL
17 MEDICAL CENTER, 2901 Atlantic Ave., Long Beach, CA 90807, attn: Sheila Swanson,
18 Telephone (562) 933-0605, Fax No. (562) 933-8133, sswanson@memorialcare.org.

19 SECTION 20. CONTRACT ADMINISTRATION.

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

23 SECTION 21. CORPORATE STATUS.

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

27 SECTION 22. ENTIRE AGREEMENT.

28 This document fully expresses all understandings of the parties concerning

1 all matters covered and shall constitute the total Agreement. Except for the adjustments
2 of Exhibit "B" as provided in Section 5 hereof, no addition to or alteration of the terms of
3 this Contract whether by written or oral understanding of the parties, their officers, agents
4 or employees shall be valid unless made in writing and formally adopted in the same
5 manner as this Contract.

6 SECTION 23. CAPTIONS AND ORGANIZATION.

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

11 SECTION 24. TAX REPORTING.

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

20 SECTION 25. AUTHORIZATION TO EXECUTE.

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

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

LONG BEACH MEMORIAL MEDICAL CENTER,
a non-profit for public benefit corporation

Dated: 4/08, 2014

By [Signature]
Title SUP

Dated: 4/8, 2014

By [Signature]
Title Director Clinical Workforce Development
"Contractor"

CITY OF LONG BEACH, a municipal corporation

Dated: 4.11, 2014

By [Signature] . Assistant City Manager
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

The foregoing Contract is hereby approved as to form this 10 day of April, 2014.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

Approved as to form
[Signature]
Christine Belew, Esq.
MHS Counsel
April 4, 2014

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

EXHIBIT A

Cleared to
Dist. WIA 1/8/14
CSB

WIA SUBGRANT AGREEMENT

City of Long Beach dba PacGtwy

REGISTRATION NO: K491023
MODIFICATION NO: 03
SUBGRANTEE CODE: LBC

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 PacGtwy
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 PacGtwy, hereinafter the Subgrantee. The Subgrantee agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved WIA Local Plan for the above named Subgrantor filed with the Subgrantor pursuant to the Workforce Investment Act (WIA). This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

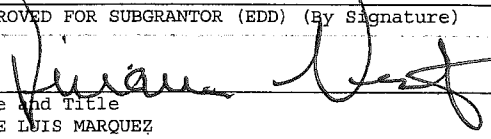
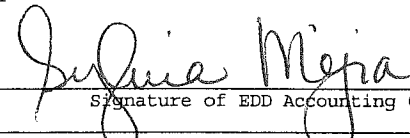
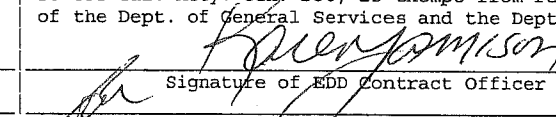
Funding Detail Chart
Title I-D (TITLE I NAT'L RES. EMERG.)

Exhibit AA, pages 1 through 1
Exhibit GG, pages 1 through 1

ALLOCATION(s):	PRIOR AMOUNT: \$6,148,044.00
The Subgrantor agrees to reimburse the Subgrantee	INCREASE/DECREASE: \$226,150.00
not to exceed the amount listed hereinafter "TOTAL":	TOTAL: \$6,374,194.00

TERMS OF AGREEMENT:	Terms of Exhibits are as
From 04/01/2013 to 06/30/2015	designated on each exhibit

PURPOSE: To incorporate National Emergency Grant funds for the Dislocated Worker Training project into grant code 343. The term date of this project is from 1/1/14 to 3/31/15.

<p>APPROVED FOR SUBGRANTOR (EDD) (By Signature)</p>  <p>Name and Title JOSE LUIS MARQUEZ CHIEF WORKFORCE SERVICES DIVISION</p>	<p>APPROVED FOR SUBGRANTEE (By Signature)</p> <p>Unilateral modification. Subgrantee Signature not required.</p> <p>Name and Title:</p>
<p>I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein:</p>  <p>Signature of EDD Accounting Officer</p>	<p>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:</p>  <p>Signature of EDD Contract Officer</p>

WIA
SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

Exhibit AA
Page 1 of 1

SUBGRANTEE NAME: City of Long Beach dba PacGtwy

SUBGRANT NO: K491023
MODIFICATION NO: 03

I. ALLOCATION

FUNDING SOURCE	PRIOR AMOUNT	INCREASE	DECREASE	ADJUSTED ALLOCATION
TITLE I-A: WIA-ADULT				
96154 WIA TITLE I ADULT FORMULA (201) : 07/01/2013 to 06/30/2015 Prog/Element 61/ 00 Ref 101 Fed Catlg 417258	\$49,164.00	\$0.00	\$0.00	\$49,164.00
98284 WIA TITLE I ADULT FORMULA (202) : 10/01/2013 to 06/30/2015 Prog/Element 61/ 00 Ref 101 Fed Catlg 417258	\$1,893,818.00	\$0.00	\$0.00	\$1,893,818.00
TOTAL TITLE I-A	\$1,942,982.00	\$0.00	\$0.00	\$1,942,982.00
TITLE I-D: WIA-DISLOCATED WORKERS				
96214 RAPID RESPONSE FOR RA&PGM (540) : 07/01/2013 to 06/30/2014 Prog/Element 61/ 70 Ref 001 Fed Catlg 417278	\$81,158.00	\$0.00	\$0.00	\$81,158.00
98424 RAPID RESPONSE FOR RA&PGM (541) : 10/01/2013 to 06/30/2014 Prog/Element 61/ 70 Ref 001 Fed Catlg 417278	\$320,103.00	\$0.00	\$0.00	\$320,103.00
96204 TITLE I DISLOCATED WORKER (501) : 07/01/2013 to 06/30/2015 Prog/Element 61/ 00 Ref 101 Fed Catlg 417278	\$173,876.00	\$0.00	\$0.00	\$173,876.00
98214 TITLE I DISLOCATED WORKER (502) : 10/01/2013 to 06/30/2015 Prog/Element 61/ 00 Ref 101 Fed Catlg 417278	\$1,545,481.00	\$0.00	\$0.00	\$1,545,481.00
96214 TITLE I RAPID RESPONSE (241) : 07/01/2013 to 06/30/2014 Prog/Element 61/ 70 Ref 001 Fed Catlg 417278	\$0.00	\$0.00	\$0.00	\$0.00
92184 TITLE I NAT'L RES. EMERG. (343) DWT NEG : 01/01/2014 to 03/31/2015 Prog/Element 62/ 10 Ref 001 Fed Catlg 417278	\$0.00	\$226,150.00	\$0.00	\$226,150.00
TOTAL TITLE I-D	\$2,120,618.00	\$226,150.00	\$0.00	\$2,346,768.00
TITLE I-Y: YOUTH				
96104 WIA TITLE I YOUTH FORMULA (301) : 04/01/2013 to 06/30/2015 Prog/Element 61/ 00 Ref 101 Fed Catlg 417259	\$2,084,444.00	\$0.00	\$0.00	\$2,084,444.00
TOTAL TITLE I-Y	\$2,084,444.00	\$0.00	\$0.00	\$2,084,444.00
GRAND TOTAL:	\$6,148,044.00	\$226,150.00	\$0.00	\$6,374,194.00

All references are to the Workforce Investment Act of 1998, Title I, unless otherwise noted. For modifications purposes only. All other terms and conditions of this exhibit not included herein remain unchanged.

EXHIBIT COVER SHEET

SUBGRANT NO: K491023
MODIFICATION NO: 03

EXHIBIT GG
Page 1 OF 1

SUBGRANTEE: City of Long Beach dba PacGtwy
FUNDING SOURCE: DISLOCATED WORKER TRAININ 343

TERM OF THESE FUNDS: 01/01/2014 TO: 03/31/2015

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 establish initial subgrant agreement by incorporating \$226,150.00 of National Emergency Grant (NEG) funds for the Dislocated Worker Training (DWT) project under grant code 343. The grants will fund projects that fill critical health care workforce skill gaps by creating opportunities for California job seekers to earn industry-related credentials and/or developing on-the-job training, internship, and other work-based learning modalities that expedite job placement in entry-level and middle skilled health care occupations. The projects target dislocated workers, long-term unemployed and veterans. The projects will operate January 1, 2014 through March 31, 2015.

Beginning January 1, 2014, and based on the awarded Solicitation for Proposals Narrative, DWT NEG allowable activities may be charged and will be held to 10% of the awarded total until such time final plan exhibits are incorporated in subgrant agreement via Request for 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.

WIA (3/2000)

**Exhibit B
Statement of Work
Dislocated Worker Training National Emergency Grant
Healthcare Project**

CONTRACTOR: Long Beach Memorial Medical Center
Miller Children's Hospital
2901 Atlantic Ave.
Long Beach, CA 90807
(Hereinafter referred to as "LBMMC")

CONTRACT TERM: January 1, 2014 – March 31, 2015

CONTRACT AMOUNT: Not to Exceed \$145,580

NUMBER SERVED: Approx. 45 Participants

FUNDING SOURCE: Dislocated Worker Training National Emergency Grant (NEG)

CFDA: 17.277

Administered by the City of Long Beach, Pacific Gateway supports the workforce needs of the residents and businesses, through its America's Job Centers. Long Beach Memorial Medical Center (LBMMC) shall administer the program services described herein on behalf of Pacific Gateway.

I. PROGRAM SUMMARY:

The Dislocated Worker Training NEG Healthcare Project with LBMMC will provide the following training activities:

Classroom Workplace Learning

- Front Office Assistant Training = 21 participants
- Medical Assistant Training = 10 participants

On-the Job Training (OJT) Workplace Learning

- Front Office Assistant OJT = 21 participants

II. FUNDING:

LBMMC shall be paid an amount not to exceed \$145,580. These funds will be reimbursed on a monthly basis, or as needed. The current budget is as follows:

Front Office Assistant Training (\$1300 X 21 participants)	\$27,300
Medical Assistant Classroom Training (\$6482.60 X 9 participants) (\$5121.60 X 1 participant)	\$63,465 (\$58,343.40) (\$5,121.60)
Front Office Assistant OJT (\$1036 X 21 participants)	\$21,756
Total Grant Funded Budget	\$112,521

III. TRAINING OUTCOMES:

LBMCC must provide list of participants who attended training, including those who obtained certificates.

IV. PROGRAM MANAGEMENT:

Pacific Gateway will review LBMCC's performance, as needed, to ensure that program goals are met. If LBMCC cannot fulfill the obligations of this contract, Pacific Gateway's designated Program Manager must be notified in writing immediately.

V. INVOICING PROCEDURES:

Invoices should be submitted every 5th of the month to Pacific Gateway, 3447 Atlantic Avenue, Long Beach CA 90807, Attention: Mildred Mota. Supporting documentation, such as attendance sheets, must accompany all invoices.

VI. CONTINUATION OF CONTRACT:

Continuation of this contract is contingent upon the satisfactory achievement of the standards and goals of this agreement as determined by Pacific Gateway and/or availability of funds from the State of California Employment Development Department, Workforce Investment Division.

VII. LETTER OF MODIFICATION:

All requests for modifications to this Statement of Work must be in writing and include detailed justification for such modifications. Pacific Gateway may initiate a letter of modification at any time during the project term with written concurrence from LBMCC.

VIII. GENERAL INFORMATION:

Unallowable Activities and Costs

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

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

- f. No person or organization may charge an individual a fee for the placement or referral of such individuals in or to a training program funded under this Act.

WIA Contract Clauses

Contractor shall administer contract within the policies and procedures mandated by the Workforce Investment Act of 1998 and Pacific Gateway and agrees to comply with the following WIA contract clauses, as applicable, during the duration of the contract period:

1. Compliance with awarding agency requirement and/or regulations related to patent rights, copyrights, and rights in data;
2. Maintenance of records for 7 years;
3. The Equal Employment Opportunity Act provisions;
4. The Americans with Disabilities Act of 1990;
5. The Contract Work Hours and Safety Standards Act;
6. The Clean Air Act and Environmental Protection Agency regulations;
7. The Energy Policy Conservation Act;
8. The Bryd Anti-Lobbying Amendment;
9. The Debarment and Suspension requirements;
10. The Copeland "Anti-Kickback" Act;
11. The Davis-Bacon Act.

Administrative Dispute Resolution

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

Nepotism

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

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

GENERAL PROVISIONS OF WIA

Veterans' Priority Provisions: WIA funds funded by the U.S. Department of Labor are subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215), as implemented by the Final Rule published on December 19, 2008 at 73 Fed. Reg. 78132. The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. In addition, in accepting these WIA funds, Contractor assures that they will comply with the Veterans' Priority Provisions established by the Jobs for Veterans Act (38 USC 4215).

Wage Rate Requirements: Subject to further clarification issued by the Office of Management and Budget and notwithstanding any other provision of law and in a manner consistent with other provisions of WIA, all laborers and mechanics employed by contractors

and subcontractors on projects funded directly by or assisted in whole or in part by and through the Contractor pursuant to this award shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code. (ARRA Sec. 16064)

Whistleblower Protection: Each Contractor and their sub-Contractor (if applicable) awarded funds made available under WIA shall promptly refer to the Grantor Office of Inspector General any credible evidence that a principal, employee, agent, contractor, subrecipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

3/11/14 am:mh