

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

CONTRACT

34711

THIS CONTRACT ("Contract") is entered into, in duplicate, effective as of July 12, 2017, 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 October 4, 2016, by and between CENTRO C.H.A. INC., a California nonprofit corporation with offices located at 1633 Long Beach Boulevard, Long Beach, California 90813 ("Contractor") 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 Department of Labor (the "DOL"), for funds to provide meaningful training and employment opportunities for economically disadvantaged, unemployed and underemployed persons consistent with the American Competitiveness and Workforce Improvement Act of 1998 (ACWIA) under Section 414(c) as amended (29 USC 2916a) 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 DOL and an ACWIA subgrant has been executed by and between the DOL and the City authorizing such programs and providing the funding therefore under ACWIA Master Subgrant Agreement which has been designated as HG-29534-16-60-A-6 CFDA No. 17.268 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

WHEREAS, City is willing to utilize Contractor to provide outreach and recruitment, including development of assessment tools;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and

1 conditions in this Agreement, the parties agree as follows:

2 1. DOCUMENT INCORPORATION.

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

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

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

15 B. Contractor and City agree to be bound by all the terms,
16 conditions and provisions contained in the Prime Contract, the Application, and the
17 Statement of Work (collectively, the "Contract Documents").

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

24 D. In the event there is any conflict between the provisions of this
25 Contract and the provisions of the Prime Contract, including the attachments thereto
26 and the documents incorporated therein, as presently worded or amended in the
27 future, the parties agree that the provisions of the Prime Contract shall control.

28 Contractor shall conduct training and employment activities in accordance

1 with the provisions of the Contract Documents.

2 2. TERM.

3 A. The term of this Contract ("Term") shall be deemed to have
4 commenced as of July 1, 2017, and unless sooner terminated pursuant to the
5 provisions hereof, shall terminate on June 30, 2020. Either of the parties hereto
6 shall have the right to terminate this Contract in its entirety at any time during the
7 Term for any or no reason whatsoever by giving fifteen (15) days prior written notice
8 of termination to the other party. City shall have the additional right to cancel any
9 part of this Contract at any time during the Term for any reason whatsoever by giving
10 fifteen (15) days' notice of such cancellation to the Contractor.

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

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

23 A. (1) A history of unsatisfactory performance, or (2) Is not
24 financially stable, or (3) Has a management system which does not meet the
25 management standards, or (4) Has not conformed to terms and conditions of
26 previous awards, or (5) Is otherwise not responsible; and if the City determines that
27 an award will be made, special conditions and/or restrictions shall correspond to the
28 high risk condition and shall be included in the award.

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

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

14 4. PERFORMANCE REVIEW.

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

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

1 up to the amount of the underexpenditures.

2 5. CONTRACT AMOUNT AND PAYMENT.

3 A. The total amount which shall be payable by City to Contractor
4 for Contractor's allowable services during the Term shall not exceed One Hundred
5 Thirty-Eight Thousand Five Hundred Forty-One Dollars (\$138,541).

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

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

27 D. Contractor shall not charge nor receive compensation under
28 this Contract for any services or expenses unless said services or expenses are

1 directly and exclusively related to the purposes of this Contract, and provided that
2 payment is not also received by Contractor from some other source for said services
3 or expenses.

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

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

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

25 6. RECORDS.

26 A. Records relating to the performance of this Contract shall be
27 kept and maintained by Contractor in accordance with the manner and method
28 prescribed by applicable State regulations and guidelines and City requirements,

1 and will be current, complete and available for purposes of inspection and audit
2 during business hours as deemed necessary upon request by representatives of
3 federal, state and local agencies.

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

9 7. FINANCIAL REPORTS.

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

23 B. If the Contractor is subject to the Single Audit Act (SAA), the
24 Contractor shall include this Contract within the scope of the SAA audit. A copy of
25 the SAA final audit report shall be delivered by Contractor to the City of Long Beach
26 within thirty (30) calendar days after its request and, in any event, no later than six
27 (6) months after the end of the then-current fiscal year of Contractor. In the event
28 the Contractor fails to comply with this requirement, the Contractor shall be liable

1 for any costs incurred by City for a substitute audit or review.

2 8. ACCOUNTING PROCEDURES.

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

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

16 i. Maintain a bank account and perform monthly bank
17 reconciliations.

18 (a) Deposit all receipts in the bank account promptly
19 and intact.

20 (b) Do not pay any expense directly out of cash
21 receipts.

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

28 (d) Disburse all funds by check, preferably signed or

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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.

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

(a) Bank statements and bank reconciliations.

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- (b) Deposit slips and supports.
- (c) Checks and supports.
- (d) Time sheets or documentation to verify Contractor's labor costs.
- (e) Cash receipts and cash disbursement journals.
- (f) Requests for reimbursement and supports.
- (g) Financial statements.
- (h) Maintain and file all required tax and personnel reports with appropriate agencies.

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

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

9. INDEPENDENT CONTRACTOR STATUS. It is distinctly understood that in the performance of this Contract, the Contractor shall at all times be considered a wholly independent contractor and that Contractor's obligations to and authority from the City are solely as are preserved by this Contract. Contractor expressly warrants that it will not, at any time, hold itself out or in any manner represent that Contractor or any of its agents, volunteers, subscribers, members, officers or employees are in any manner the officers, employees or agents of the City or the Pacific Gateway Workforce Investment Network (Network), an unincorporated non-profit association. Contractor shall not have any authority to bind the City or Network at any time or for any purpose. Contractor nor any of Contractor's officers, employees or agents shall have any power or authority as agents or employees of the City or Network and shall not be entitled to any of the rights,

1 privileges or benefits of a City or Network employee.

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

17 11. INDEMNITY.

18 A. Contractor shall indemnify, protect and hold harmless City, its
19 Boards, Commissions, and their officials, employees and agents ("Indemnified
20 Parties"), from and against any and all liability, claims, demands, damage, loss,
21 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
22 costs and expenses, including attorneys' fees, court costs, expert and witness fees,
23 and other costs and fees of litigation, arising or alleged to have arisen, in whole or
24 in part, out of or in connection with (1) Contractor's breach or failure to comply with
25 any of its obligations contained in this Agreement, including any obligations arising
26 from the Project's compliance with or failure to comply with applicable laws,
27 including all applicable federal and state labor requirements including, without
28 limitation, the requirements of California Labor Code section 1770 *et seq.* or (2)

1 negligent or willful acts, errors, omissions or misrepresentations committed by
2 Contractor, its officers, employees, agents, subcontractors, or anyone under
3 Contractor's control, in the performance of work or services under this Agreement
4 (collectively "Claims" or individually "Claim").

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

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

19 D. The provisions of this Section shall survive the expiration or
20 termination of this Agreement.

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

26 A. Compliance with requirements and/or regulations related to
27 patent rights, copyrights, and rights in data;

28 B. Maintenance of records for 7 years;

- 1 C. The Equal Employment Opportunity Act provisions;
- 2 D. The Americans with Disabilities Act of 1990;
- 3 E. The Contract Work Hours and Safety Standards Act;
- 4 F. The Clean Air Act and Environmental Protection Agency
- 5 regulations;
- 6 G. The Energy Policy Conservation Act;
- 7 H. The Byrd Anti-Lobbying Amendment;
- 8 I. Veteran's Priority Provisions;
- 9 J. Whistle Blower Protection;
- 10 K. Buy American Requirements.

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

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

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

24 C. Workers' Compensation as required by the Labor Code of the State of
25 California and Employers' Liability Insurance with limits of one Million Dollars
26 (\$1,000,000.00) per occurrence.

27 D. Accidental Medical, Death and Dismemberment Insurance for all
28 participants not entitled to workers' compensation benefits under the provisions of Section

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

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

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

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

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

1 policy.

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

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

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

11 i. The dangers of drug abuse in the workplace,

12 ii. The person's or organization's policy of maintaining a
13 drug-free workplace;

14 iii. Any available counseling, rehabilitation and employee
15 assistance programs, and

16 iv. Penalties that may be imposed upon employees for drug
17 abuse violations.

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

20 i. Will receive a copy of Contractor's drug-free policy
21 statement, and

22 ii. Will agree to abide by the terms of Contractor's
23 statement as a condition of employment on this Contract:

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

1 15. NONDISCRIMINATION.

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

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

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

26 A. During the performance of this Agreement, the Contractor
27 certifies and represents that the Contractor will comply with the EBO. The
28 Contractor agrees to post the following statement in conspicuous places at its place

1 of business available to employees and applicants for employment:

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

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

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

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

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

21 17. CONFIDENTIALITY.

22 A. Contractor shall keep confidential all financial, operations, and
23 performance records relating to its performance of this Contract ("Data") and shall
24 not disclosed the Data or use the Data directly or indirectly other than in the course
25 of services provided hereunder. The obligation of confidentiality shall continue
26 following expiration or earlier termination of this Contract. In addition, Contractor
27 shall keep confidential all information, whether written or oral, or visual, obtained by
28 any means whatsoever in the course of Contractor's performance hereunder for the

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

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

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

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

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

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

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

22 19. NOTICES. Any notice or approval required by this Agreement shall
23 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
24 postage prepaid, addressed to Consultant at the address first stated above, and to the City
25 at 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager with a
26 copy to the Pacific Gateway's Executive Director at 3447 Atlantic Avenue, Long Beach, CA
27 90806. Notice of change of address shall be given in the same manner as stated for other
28 notices. Notice shall be deemed given on the date deposited in the mail or on the date

1 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 Exhibit "B" as provided in Section 5 hereof, no
12 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
8
9 August 7, 2017

CENTRO C.H.A. INC., a California
nonprofit corporation

By [Signature]
Name Jessica Quintana
Title Executive Director

10
11 August 7 2017

By [Signature]
Name Leticia Mata
Title Board chair woman

"Contractor"

12
13
14
15
16 August 28 2017

CITY OF LONG BEACH, a municipal
corporation

By [Signature] EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.
City Manager
"City" Tom Modica
Assistant City Manager

17
18
19 This Contract is approved as to form on Aug 21 2017.

20
21 CHARLES PARKIN, City Attorney

22 By [Signature]
23 Deputy
24
25
26
27
28

EXHIBIT A

7/18/2016

GRANT AWARD - Grant No: HG-29534-16-60-A-6 Mod No.: 0

U.S. DEPARTMENT OF LABOR
EMPLOYMENT AND TRAINING
ADMINISTRATION (DOL/ETA)

NOTICE OF
AWARD (NOA)

Under the authority of the *American Competitiveness and Workforce Improvement Act*, this grant or agreement is entered into between the above named *Grantor Agency* and the following named *Awardee*, for a project entitled - *Strengthening Working Families Initiative*.

Name & Address of Awardee:
CITY OF LONG BEACH, PACIFIC GATEWAY
WORKFORCE INVESTMENT NET
3447 ATLANTIC AVE.
3RD FLOOR
LONG BEACH, CALIFORNIA 90807-4513

Federal Award Id. No. (FAIN): HG-29534-16-60-A-6
CFDA #: 17.268- H-1B Job Training Grants
Amount: \$4,000,000.00
DUNS #: 557398141

Accounting Code: 1630-2016-055152830XBD201651520010165HB000A0000AOFAM0AOFAM0-A90310-410023---

The Period of Performance shall be from **July 01, 2016 thru June 30, 2020**.
Total Government's Financial Obligation is **\$4,000,000.00** (unless other wise amended).

Payments will be made under the Payments Management System, and can be automatically drawn down by the awardee on an as needed basis covering a forty-eight (48) hour period.

In performing its responsibilities under this grant agreement, the awardee hereby certifies and assures that it will fully comply with all applicable Statute(s), and the following regulations and cost principles, including any subsequent amendments:

Uniform Administrative Requirements, Cost Principles, and Audit Requirements:

2 CFR Part 200; Uniform Administrative Requirements, Cost Principles, and Audit Requirements; Final Rule
2 CFR Part 2900; DOL Exceptions to 2 CFR Part 200;

Other Requirements (Included within this NOA):

Condition(s) of Award (if applicable)
Federal Award Terms, including attachments

Contact Information

The Federal Project Officer (FPO) assigned to this grant is Elina Mnatsakanova. Elina Mnatsakanova will serve as your first line point of contact and can be contacted via e-mail - mnatsakanova.elina@dol.gov. If your FPO is not available, please call your Regional Office at 415-625-7900 for assistance.

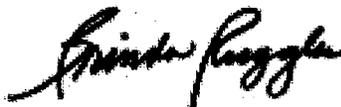
The awardee's signature below certifies full compliance with all terms and conditions as well as all applicable Statutes(s), grant regulations, guidance, and certifications.

Signature of Approving Official - **AWARDEE**

Signature of Approving Official - **DOL / ETA**

See SF-424 for Signature

No Additional Signature Required



BRINDA RUGGLES, July 15, 2016
Grant Officer

U.S. Department of Labor/ETA

Office of Grants Management
200 Constitution Avenue, N.W. – Room N-4716
Washington, D.C. 20210



July 1, 2016

Dear Grantee:

Enclosed is an executed copy of your recently awarded grant or agreement with the U.S. Department of Labor (DOL), Employment and Training Administration (ETA). The following provides information on how to access funds via the Payment Management System (PMS) operated by the Department of Health and Human Services (HHS), and access to DOL's Grantee Reporting System for financial reporting. These systems require two separate passwords/pins. PMS instructions are in step one and financial reporting is in step two. Please complete both steps.

Step One: Create an ETA PMS Account in the Payment Management System

Grantees who are awarded **ETA** grants for the first time, please submit the following documents:

- Complete the SF 1199A Direct Deposit Sign Up Form and the Payment Management System Access Form found at the following:

http://www.doleta.gov/grants/payment_information.cfm

- At the top of the SF 1199A form write "U.S. Department of Labor, ETA Grant, New Account"
- In the Payment Management System Access Form, check the box for 'Establish New User Access' and also complete the rest of the form.
- Include a memo with the grant number and PMS account number (e.g., 5h43B if available but not critical).
- Email both forms to:

Linda Porter
Linda.Porter@psc.hhs.gov

If you have any questions on how to fill out the SF 1199A Form, please contact the PMS helpdesk at 877-614-5533, or email pmssupport@psc.gov. For more complex questions regarding setting up a PMS account, please contact Linda Porter who is the ETA account representative at 301-492-5012 (phone) or email Linda.Porter@psc.hhs.gov.

PMS reviews both forms and assigns bank account numbers to grantee's PMS accounts. Grantees will receive a letter from the Payment Management System with drawdown instructions, PMS pin or account number and temporary password.

Linda Porter
Linda.Porter@psc.hhs.gov

- In addition, email both SF 1199A forms and the Payment Management System Access Form to:

U.S. Department of Labor/ETA
Office of Financial Administration
Email: ETAAccountingGrants@dol.gov

Once both forms are processed and the account has been established in PMS, the primary contact of the grantee organization will receive a letter from the Payment Management System with drawdown instructions, PMS pin or account number and temporary password.

For Existing ETA PMS Users Who Need to Reactivate their PMS Accounts:

Please use the same web link for the new users at the top of this letter for the Payment Management System Access Form. Email the completed form to the same PMS email address listed at the top of this letter for new users.

Step Two: Financial Status Reporting – Access to Financial Reporting – ETA 9130

Identify two individuals in the organization responsible for financial reporting:

- The Primary Contact person will certify the accuracy of the report by entering the PIN. The PIN acts as an electronic signature.
- The Secondary Contact will enter the reporting data.

Complete the Financial Reporting Access document and email it to etapassword.pin@dol.gov. The Financial Reporting Access document can be found at www.doleta.gov/grants under Financial Reporting. Only the Primary Contact person will be emailed the password/PIN upon receipt of the required information. Please direct inquiries regarding the Password/PIN to etapassword.pin@dol.gov, or contact your Federal Project Officer (FPO) for questions on Financial Reporting.

Sincerely,



Brinda Ruggles
Grant Officer

CONDITION OF AWARD

Condition 1 – Participate in the Strengthening Working Families Initiative (SWFI) Federal Evaluation

As a reminder, applicants awarded a grant are required to participate in a Federal evaluation of the SWFI program and were required to provide documentation of commitment to participate in such an evaluation as a condition of award.

After grants are awarded, grantees will receive detailed information about the national evaluation. The national evaluation may include an Implementation assessment across grantees as well as an impact and/or outcomes analysis of all or selected sites within or across grantees. Conducting an impact analysis could involve random assignment (which involves random assignment of eligible participants into a treatment group that would receive program services or enhanced program services, or into control group(s) that would receive no program services or program services that are not enhanced). The Department may require applicants to collect elements to aid the SWFI evaluation, assess the Return on Investment to employers, and assess the overall project impact. As a part of the national evaluation, grantees must agree to: (1) make records on participants, employers, and funding available; (2) provide access to program operating personnel, participants and operational and financial records and any other pertaining documents to calculate program costs and benefits; and (3) facilitate the assignment by lottery of participants to program services (including the possible increased recruitment of potential participants) and follow evaluation procedures as specified by the national evaluator under the direction of USDOL including after the grant period of performance.

Condition 2 – Use of Fund for Participant Support Service Costs, Including Child care

As a reminder, grantees may use up to 25% of grant funds to provide quality, affordable child care and other support services to individuals who are participating in education and training activities provided through the grant. Under the SWFI FOA, support services for participants include child care related services such as child care, aftercare, transportation, and housing that are necessary to enable an individual to participate in education and training activities funded through this grant. Participant Support service costs may include, but are not limited to, provision of the actual supportive service (i.e. child care); providing participants with a voucher for the service (i.e. public transportation cards or tokens); or providing a stipend directly to the participant. Where stipends for participant support services are provided, the stipend amount must be for costs of a specific support service (i.e. childcare), rather than simply based on an unidentified need.

Under the SWFI FOA, grantees may use grant funds, up to the percentage specified above to provide support services only to individuals who are participating in education and training activities provided through the grant when: 1) the grantee is unable to provide these services through referral to other programs or with other funds; and 2) such services are necessary to enable individuals to participate in education and training activities under the grant. Grantees may establish limits on the provision of support services or provide their sub-recipients with the

authority to establish such limits, including a maximum amount of funding and maximum length of time for support services to be available to participants. Grantees must ensure that their use of grant funds on support services is consistent with their organization's established written policy on the provision of support services. Additionally, we encourage grantees to leverage other sources of funding for support services, including formula funds.

Condition 3 – Statement of Work and Budget

Based on a review of Statement of Work and Budget, we've identified the following areas that require further clarification and/or modification. And responses to request for clarification and/or revisions for modification related to the below items must be submitted to your Federal Project Officer (FPO) and the ETA SWFI Program Office SWFI@dol.gov within 45 days of the receipt of this grant award package.

Please note that a submittal of revised document(s) does not in and of itself constitute approval by ETA, and final approval must be given by the Grant Officer. Once approved, the revised document(s) will comprise the official modification to this grant agreement (as appropriate) and the special conditions will be resolved.

Partnerships: Requires Clarification (and Statement of Work modification, if appropriate)

- On page 8 of the statement of work, Grantee indicates a direct connection to the Chamber of Commerce. We are interested in making sure that commitment is formalized, please submit documentation confirming the nature of the partnership with the Chamber of Commerce.

Cost Items:

- **Use of Incentive Payment to Collect Employment Outcomes: Requires Clarification (and Statement of Work modification, if appropriate)**
Grantees may use up to 1.5% of grant funds for the provision of gift cards or other payments to participants for providing information on their employment status after they leave the program, for the purposes of reporting these employment and retention outcomes to the Department. Under the SWFI FOA, these incentive payments are only allowable to provide payments to participants who report their employment status after they leave the program to support grantee efforts in collecting employment follow-up data and increasing reported employment and retention results. These incentive payments must be tied to the goals of the grant. Grantees must have policies and procedures in place governing the awarding of incentive payment and the incentives provided under the grant must comply with these organizational policies. Please refer to Section IV.E of the FOA (pg. 43) for additional information.
- Grantee should clarify whether or not they plan to provide payments to participants for the purpose of providing information on their employment status after they leave the program.

- **Curriculum Development: Requires Clarification (and Statement of Work modification, if appropriate)**
 - Work plan indicated curriculum development, which is not a required activity of the FOA (Work Plan, pg. 3)
 - While the FOA does not inhibit the development of curriculum, it does encourage adapting or modifying curriculum where it is appropriate. Please ensure that there is not already existing curriculum that could be adapted or modified to meet the needs of this program.
 - Please note: The Federal Government reserves exclusive rights for all curriculum developed under this grant. Additionally, all products developed must have a Creative Commons attribution license. (See Pg. 40 of the FOA)

Revised SF-424 and SF-424A:

- The grantee must submit a revised SF-424 AND 424-A that reflects only federal funds.

TERMS AND CONDITIONS LIBRARY

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1. Order of Precedence

The terms and conditions of this Notice of Award and other requirements have the following order of precedence if there is any conflict in what they require: (1) Section 414(c) of the American Competitiveness and Workforce Improvement Act of 1998 (ACWIA), as amended (codified at 29 USC 3224a); (2) Public Law 114-113: Consolidated Appropriations Act, 2016; (3) other applicable Federal statutes and their implementing regulations; (4) terms and conditions of award.

2. Funding Opportunity Announcement

The Funding Opportunity Announcement and any amendments <https://doleta.gov/grants/pdf/FOA-ETA-16-05.pdf> are hereby incorporated into this Grant Agreement. Recipients are bound by the authorizations, restrictions, and requirements contained in the Funding Opportunity Announcement. Expenditure of grant funds certifies that your organization has read and will comply with all parts of this grant agreement.

3. Approved Statement of Work

The award recipient's project narrative is taken as the Statement of Work. It has been included as Attachment D. If there is any inconsistency between items in this project narrative and any Department of Labor (DOL) regulation, guidance or OMB cost principle, the DOL regulation, guidance or cost principle will prevail.

4. Approved Budget

The recipient's budget documents are attached in this Notice of Award Package. The documents are: 1) the SF-424, included at Attachment A; 2) the SF-424 A, included at Attachment B; and 3) the Budget Narrative, included at Attachment C. The recipient must confirm that all costs are allowable before expenditure. Pursuant 2 CFR 2900.1, approval of the budget as awarded does not constitute prior approval of those specified in 2 CFR 200 or this grant award as requiring prior approval. The Grant Officer is the only official with the authority to provide such approval.

5. Evaluation, Data, and Implementation

The recipient must cooperate with the DOL in the conduct of a third-party evaluation, including providing DOL or its authorized contractor with appropriate data and access to program operating personnel and participants in a timely manner.

Additional resources and information to assist you is located on the ETA website at <https://www.doleta.gov/grants/resources.cfm>. This site contains information about the Uniform

Guidance, general terms and conditions, indirect cost assistance, recipient training resources and other relevant information.

6. Indirect Cost Rate and Cost Allocation Plan

A. A current federally approved Negotiated Indirect Cost Rate Agreement (NICRA) or current federally approved Cost Allocation Plan (CAP) has been provided – copy attached. Regarding only the NICRA:

(1) Indirect Rate approved: %

(2) Type of Indirect Cost Rate:

(3) Allocation Base:

(4) Current period applicable to rate:

Estimated Indirect Costs are shown on the SF-424A budget form. If a new NICRA is issued during the life of the grant, it must be provided to DOL within 30 days of issuance. Funds may be re-budgeted as necessary between direct and indirect costs consistent with institutional requirements and DOL regulations for prior approval, however the total amount of grant award funding will not be increased. Any budget changes impacting the Statement of Work and agreed upon outcomes or deliverables require a request for modification and prior approval from the Grant Officer.

B. (1) Latest NICRA or CAP approved by the Federal Cognizant Agency,¹ (FCA) is not current,

(2) No NICRA or CAP has ever been approved by an FCA.

URGENT NOTICE: Estimated indirect costs have been specified on the SF-424A, Section B, Object Class Category "j", however only \$N/A will be released to support indirect costs in the absence of a NICRA or CAP approved by the cognizant agency. The remaining funds which have been awarded for Indirect Costs are restricted and may not be used for any purpose until the awardee provides a signed copy of the NICRA or CAP and the restriction is lifted by the Grant Officer. Upon receipt of the NICRA or CAP, ETA will issue a grant modification to the award to remove the restriction on those funds.

The awardee must submit an indirect cost rate proposal or CAP. These documents should be submitted to DOL's Division of Cost Determination (DCD), or to the awardee's Federal Cognizant Agency. In addition, the awardee must notify the Federal Project Officer that the documents have been sent. Contact information for the DCD is available at <http://www.dol.gov/oasam/boc/dcd/>. If this proposal is not submitted within 90 days of the effective date of the award, no funds will be approved for the reimbursement of indirect costs. Failure to submit an indirect cost proposal by the above date means the grantee will not receive

¹ The Federal agency providing the organization the preponderance of direct Federal funds.

further reimbursement for indirect costs until a signed copy of the federally approved NICRA or CAP is provided and the restriction is lifted by the Grant Officer. All indirect charges must be returned through the Payment Management System and no indirect charges will be reimbursed.

The total amount of DOL's financial obligation under this grant award will not be increased to reimburse the awardee for higher negotiated indirect costs.

- C. The organization elected to exclude indirect costs from the proposed budget. Please be aware that incurred indirect costs (such as top management salaries, financial oversight, human resources, payroll, personnel, auditing costs, accounting and legal, etc. used for the general oversight and administration of the organization) must not be classified as direct costs; these types of costs are indirect costs. Only direct costs, as defined by the applicable cost principles, will be charged. Audit disallowances may occur if indirect costs are misclassified as direct.
- D. The organization has never received a negotiated indirect cost rate and, pursuant to the exceptions noted at 2 CFR 200.414(f) in the Cost Principles, has elected to charge a de minimis rate of 10% of modified total direct costs (see 2 CFR 200.68 for definition) which may be used indefinitely. This methodology must be used consistently for all Federal awards until such time as you choose to negotiate for an indirect cost rate, which you may apply to do at any time. (See 2 CFR 200.414(f) for more information on use of the de minimis rate.)

If DOL is your FCA, grantees should work with DOL's DCD, which has delegated authority to negotiate and issue a NICRA or CAP on behalf of the Federal Government. More information about DOL's DCD is available at <http://www.dol.gov/oasam/boc/dcd/>. This website has guidelines to develop indirect cost rates, links to the applicable cost principles, and contact information. The DCD also has Frequently Asked Questions providing general information about the indirect cost rate approval process and due dates for provisional and final indirect cost rate proposals at <http://www.dol.gov/oasam/faqs/FAQ-dcd.htm>.

7. Federal Project Officer

The DOL/ETA Federal Project Officer (FPO) for this award is:

Name: Elina Mnatsakanova

Telephone: 415-625-7964

E-mail: mnatsakanova.elina@dol.gov

The FPO is not authorized to change any of the terms or conditions of the award or approve prior approval requests. Any changes to the terms or conditions or prior approvals must be approved by the Grant Officer through the use of a formally executed award modification.

8. Notice of Award

Funds shall be obligated and allocated via a Notice of Award (NOA) grant modification. Obligations and costs may not exceed the amount awarded by the NOA modification unless otherwise modified by ETA. Funds are obligated for the amount indicated in the "Modification 0" NOA in accordance with the recipient's award amount. The Federal obligation level will be amended by the Grant Officer to increase (or adjust) amounts available to the recipient as funds become available for obligation and additional Notice of Award (or Deobligation) grant modifications are required and issued.

9. OTCnet Program Check Capture Legal Notices

The Department of Labor, Employment Training and Administration will be using U.S. Treasury Paper Check Conversion. Henceforth, processing of Check Payments received in Person or by Mail will be converted into an electronic funds transfer (EFT).

10. Funding Restrictions

a. Consultant Rate Limitation

The total salary and bonus of any consultant who provides services under a program cannot exceed the daily rate of \$585.

b. Budget Flexibility

As directed in 2 CFR 200.308(e), the transfer of funds among direct cost categories or programs, functions and activities is restricted such that if the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by the Federal awarding agency, the recipient must receive prior approval from the Grant Officer.

Any changes to personnel costs within the personnel line item do not require a grant modification unless the changes result in a change to the amount listed on the SF 424a Personnel line. It is recommended that your assigned Department of Labor (DOL) Federal Project Officer (FPO) review within-line changes prior to implementation to ensure they do not require a modification.

c. Mileage Reimbursement Rates

Pursuant to 2 CFR 200.474(a), recipients must have policies and procedures in place related to travel costs; however, for reimbursement on a mileage basis, this federal award cannot be charged more than the maximum allowable Mileage Reimbursement Rates for Federal employees. The 2015 Mileage Reimbursement Rates are:

Modes of Transportation	Effective/Applicability Date	Rate per mile
Privately owned automobile	January 1, 2016	\$0.54
Privately owned motorcycle	January 1, 2016	\$0.51

Mileage rates must be checked annually at www.gsa.gov/mileage to ensure compliance.

d. Foreign Travel

Foreign travel is not allowable except with prior written approval. Prior written approval must be obtained from the Grant Officer through the process described in 2 CFR 200.407 and 2 CFR 2900.16. All travel, both domestic and Grant Officer-approved foreign travel, must comply with the Fly America Act (49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a US Flag air carrier if service provided by such carrier is available.

11. Administrative Requirements

a. System for Award Management and Universal Identifier Requirements

1. Requirement for System of Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

2. Requirement for unique entity identifier

If you are authorized to make subawards under this award, you:

- i. Must notify potential subrecipients that no entity (see definition in paragraph [3] of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
- ii. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

3. Definitions

For purposes of this award term:

- i. System of Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>.)
- ii. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- iv. Subaward:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
- v. Subrecipient means an entity that:
 - a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.

b. Federal Funding Accountability and Transparency Act

1. Reporting of first-tier subawards

- i. Applicability. Unless you are exempt as provided in paragraph [4.] of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph [5.] of this award term).
- ii. Where and when to report.
 - a. You must report each obligating action described in paragraph [1.i.] of this award term to <http://www.fsr.gov>.
 - b. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
 - c. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsr.gov> specify.

2. Reporting Total Compensation of Recipient Executives.

- i. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - a. the total Federal funding authorized to date under this award is \$25,000 or more;
 - b. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (C) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

ii. *Where and when to report.* You must report executive total compensation described in paragraph [2.i.] of this award term:

- a. As part of your registration profile at <http://www.sam.gov>.
- b. By the end of the month following the month in which this award is made, and annually thereafter.

3. Reporting of Total Compensation of Subrecipient Executives.

i. *Applicability and what to report.* Unless you are exempt as provided in paragraph [4.] of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- a. In the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

ii. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph [3.i] of this award term:

- a. To the recipient.
- b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

4. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

5. Definitions.

For purposes of this award term:

- i. *Entity* means all of the following, as defined in 2 CFR part 25:
 - a. A Governmental organization, which is a State, local government, or Indian tribe;

- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization;
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

ii. *Executive* means officers, managing partners, or any other employees in management positions.

iii. *Subaward:*

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see [2 CFR 200.330]).
- c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

iv. *Subrecipient* means an entity that:

- a. Receives a subaward from you (the recipient) under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

v. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- a. *Salary and bonus.*
- b. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- c. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- d. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
- e. Above-market earnings on deferred compensation which is not tax-qualified.
- f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

c. Personally Identifiable Information

Recipients must recognize and safeguard personally identifiable information (PII) except where disclosure is allowed by prior written approval of the Grant Officer or by court order. Recipients must meet the requirements in Training and Employment Guidance letter (TEGL 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII)), (located at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872)

d. Recipient Integrity and Performance Matters

1. General reporting requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds \$10,000,000 for any period of time during the project period of this award, then you as the recipient during that period of time must maintain the currency of information in the Federal Awardee Performance and Integrity Information System (FAPIS)(then you as the recipient during that period of time must maintain the currency of information in the Federal Awardee Performance and Integrity Information System (FAPIS) about civil, criminal, or administrative proceedings described in paragraph B. of this award term by updating the information in SAM) about civil, criminal, or administrative proceedings described in paragraph B. of this award term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 417b). As required by section 3010 of Public Law 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

2. Proceedings about which you must report

Submit the information required about each proceeding that:

1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from either the Federal Government or a State;
2. Reached its final disposition during the most recent 5-year period; and
3. Is one of the following:
 - i. A criminal proceeding that resulted in a conviction, as defined in paragraph E. of this award term
 - ii. A civil proceeding that resulted in a finding of fault and liability and your paying a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - iii. An administrative proceeding, as defined in paragraph e. of this award term, that resulted in a finding of fault and liability and your payment of either monetary fine or penalty of \$5,000 or more or a reimbursement, restitution, or damages in excess of \$100,000; or
 - iv. Any other criminal, civil, or administrative proceeding if:
 - a. It could have led to an outcome described in paragraph B.3.a, b, or c of this award term;
 - b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - c. The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting procedures

Enter in SAM Entity Management area (formerly CCR), or any successor system, the FAPIS information that SAM requires about each proceeding described in paragraph B. of this award term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM (formerly CCR) because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting frequency

During any period of time when you are subject to the requirement in paragraph A. of this award term, you must report FAPIS information through SAM no less frequently than semiannually following your initial report of any proceedings for the most recent 5-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report.

5. Definitions

For purposes of this award term:

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level. It does not include audits, site visits, corrective plans, or inspection of deliverables.

Conviction, for purposes of this award term, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

Total value of currently active grants, cooperative agreements, and procurement contracts includes —

- i. Only the Federal share of the funding under any award with a recipient cost share or match; and
- ii. The value of all options, even if not yet exercised.

e. Audits

Organization-wide or program-specific audits shall be performed in accordance with the Single Audit Act Amendments of 1996. Recipients that expend \$750,000 or more in a year in Federal awards shall have an audit conducted for that year in accordance with the requirements contained in 2 CFR 200.501. The provisions of 2 CFR Subpart F, Audit Requirements, will apply to audits of non-Federal entity fiscal years beginning on or after December 26, 2014. The revised audit requirements are not applicable to fiscal years beginning prior to that date.

f. Equipment

Recipients must receive prior approval from the DOL/ETA Grant Officer for the purchase of any equipment with a per unit acquisition cost of \$5,000 or more, and a useful life of more than one year. This includes the purchases of Automated Data Processing (ADP) equipment. Equipment purchases must be made in accordance with 2 CFR 200.313 or 2 CFR 200.439.

This grant award does not give approval for equipment specified in a recipient's budget or statement of work unless specifically approved above. If not specified above, the recipient must submit a detailed description list to the FPO for review within 90 days of the Notice of Award date. We strongly encourage grantees to submit equipment purchase requests as early as possible in the grant's period of performance with as many planned pieces of equipment as possible.

Recipients may not purchase equipment in the last year of performance. If any approved acquisition has not occurred prior to the last year of performance, approval for that item(s) is rescinded.

g. Program Income

The Addition method as described in 2 CFR 200.307 must be used in allocating any program income generated for this grant award. The recipient is allowed to deduct costs incidental to generating Program Income to arrive at a Program Income. Reporting on program income expenditures must be reported on the ETA-9130.

h. Supportive Services & Participant Support Costs

When supportive services are expressly authorized by program statute, regulation or Funding Opportunity Announcement, this award waives the prior approval requirement for participant support costs as described in 2 CFR 200.456. Costs must still meet the basic considerations at 2 CFR 402 – 200.411. Questions regarding supportive services and participant support costs should be directed to the Federal Project Officer assigned to the grant.

i. Pre-Award

All costs incurred by the recipient prior to the start date specified in the award issued by the Department are *incurred at the recipient's own expense*.

j. Reports

All ETA recipients are required to submit quarterly financial and progress reports for each grant award.

1. Quarterly Financial Reports

All ETA recipients are required to report quarterly financial data on the ETA 9130. ETA 9130 reports are due no later than 45 calendar days after the end of each specified reporting quarter. Reporting quarter end dates are June 30, September 30, December 31, and March 31. A final financial closeout report is required to be submitted no later than 90 calendar days after the grant period of performance ends. For guidance on ETA's financial reporting, reference Training and Employment Guidance Letter (TEGL) 13-12.

ETA requires all grant recipients to submit the 9130 form electronically through an on-line reporting system. Expenditures are required to be reported on an accrual basis, cumulative from the beginning of the life of a grant, through the end of each reporting period.

The instructions for accessing both the on-line financial reporting system and the HHS Payment Management System can be found in the transmittal memo accompanying this Notice of Award. To gain access to the online financial reporting system, a request for a password and pin must be submitted via e-mail to ETApasword.pin@dol.gov. The Financial Report Access Document, copies of the ETA 9130, and detailed reporting instructions are available at www.doleta.gov/grants/financial_reporting.cfm.

2. Quarterly Progress Reports

Recipients are required to submit a quarterly and final report to the designated Federal Project Officer (FPO) on grant activities funded under this award. All reports are due no later than 45 calendar days after the end of each specified reporting quarter. Reporting quarter end dates are June 30, September 30, December 31, and March 31.

- i. The last quarterly progress report that recipients submit will serve as the grant's Final Performance Report. This report should provide both *quarterly and cumulative* information on the grant's activities. It must summarize project activities, employment outcomes and other deliverables, and related results of the project.
- ii. The recipient shall use any standard forms and instructions to report on training and employment outcomes and other data relating to the progress reports as provided by ETA.
- iii. The recipient shall utilize standard reporting processes and electronic reporting systems to submit their quarterly progress reports as provided by ETA.

k. Managing Subawards

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

The provisions of the Terms and Conditions of this award will be applied to any subrecipient under this award. The recipient is responsible for the monitoring of the subrecipient, ensuring that the Terms and Conditions are in all subaward packages and that the subrecipient is in compliance with all applicable regulations and the terms and conditions of this award (2 CFR 200.101(b)(1)).

l. Final Year/Closeout Requirements

At the end of the grant period, the recipient will be required to close the grant with ETA. The recipient will be notified approximately 15 days prior to the end of the period of performance that the initiation of closeout will begin at the end of the grant. Information concerning the recipient's responsibilities at closeout may be found in 2 CFR 200.343.

m. Publicity

No funds provided under this grant shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself. Nor shall grant funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislature body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

n. Procurement

The Uniform Administrative Requirements (2 CFR 200.317-36) require all recipient procurement transactions to be conducted in a manner to provide, to the maximum extent practical, open and free competition. If the statement of work identifies a specific entity to provide goods or services, the DOL ETA's award does not provide the justification or basis to sole-source the procurement, i.e., avoid competition.

o. Vendor/Contractor

The term "contractor", sometimes referred to as a vendor, is a dealer, distributor, merchant or other seller providing goods or services that are required for the conduct of a Federal program. (2 CFR 200.23) These goods or services may be for an organization's own use or for the use of beneficiaries of the Federal program. Additional guidance on distinguishing between a subrecipient and a contractor (vendor) is provided in 2 CFR 200.330. When procuring contractor provided goods and services, DOL ETA recipients and subrecipients must follow the procurement requirements 2 CFR 200.319, which call for free and open competition.

p. Intellectual Property Rights

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the recipient, subrecipient or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department has a license or rights of free use in such work, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307.

If applicable, the following needs to be on all products developed in whole or in part with grant funds:

"This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The product was created by the recipient and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it."

q. Bayh-Dole Act

With the exception of grants made for educational purposes, all non-federal entities must adhere to the Bayh Dole Act, which requirements are provided at 37 CFR 401.3(a). To summarize, these requirements describe the ownership of Intellectual Property rights and the government's nonexclusive, nontransferable, irrevocable, paid-up license to use any invention conceived or first actually reduced to practice in the performance of work under this grant.

r. Creative Commons License Requirement

Pursuant to 2 CFR 2900.13, intellectual property must be licensed under a Creative Commons Attribution 4.0 (CC BY) license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and requires such users to attribute the work in the manner specified by the recipient. For general information on CC BY, please visit

<http://creativecommons.org/licenses/by/4.0>. Instructions for marking your work with CC BY can be found at http://wiki.creativecommons.org/Marking_your_work_with_a_CC_license.

s. Requirements for Conference and Conference Space

Conferences sponsored in whole or in part by the recipient of Federal awards are allowable if the conference is necessary and reasonable for the successful performance of the Federal Award. Recipients are urged to use discretion and judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR 200.432. Recipients will be held to the requirements in 2 CFR 200.432. Costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.

t. Travel

This award waives the prior approval requirement for domestic travel as contained in 2 CFR 200.407. For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable and conform to the non-Federal entities written policies and procedures. All travel must also comply with Fly America Act (49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a US Flag air carrier if service provided by such carrier is available.

12. Appropriations Requirements

a. Funding for Travel to and from Meetings with an Executive Branch Agency

Pursuant to P.L. 114-113, Division E, Title VII, Section 739, grant funds may not be used for the purposes of defraying the costs of a conference held by any Executive branch department, agency, board, commission, or office unless it is directly and programmatically related to the purpose for which the grant or contract was awarded.

No funds made available through DOL appropriations may be used for travel and conference activities that are not in compliance with Office of Management and Budget Memorandum M-12-12 dated May 11, 2012 or any subsequent revisions to that memorandum.

b. Reporting of Waste, Fraud and Abuse

Pursuant to P.L. 114-113, Division E, Title VII, Section 743, no entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

c. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

Pursuant to P.L. 114-113, Division E, Title VII, Section 745, the recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed,

and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

d. Prohibition on Contracting with Corporations with Felony Criminal Convictions

Pursuant to P.L. 114-113, Division E, Title VII, Section 746, the recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

e. Prohibition on Procuring Goods Obtained Through Child Labor

Pursuant to P.L. 114-113, Division H, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by DOL prior to December 18, 2015. DOL has identified these goods and services here: <http://www.dol.gov/ilab/reports/child-labor/list-of-products/index-country.htm>.

f. Participant Minimum Age

Pursuant to P.L. 114-113, Division H, Title I, Section 104, H-1B funds must only be used: 1) for training individuals and for the related activities necessary to support such training, 2) for training individuals in the occupations and industries for which employers are using H-1B visas to hire foreign workers, and 3) to serve individuals who are older than 16 years of age and who are not currently enrolled in a school with a local educational agency.

g. Requirement to Provide Certain Information in Public Communications

Pursuant to P.L. 114-113, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all recipients receiving Federal funds shall clearly state:

1. The percentage of the total costs of the program or project which will be financed with Federal money;
2. The dollar amount of Federal funds for the project or program; and
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

The requirements of this part are separate from those in the 2 CFR 200 and, when appropriate, both must be complied with.

h. Restriction on Health Benefits Coverage for Abortions

Pursuant to P.L. 114-113, Division H, Title V, Sections 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless and abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this award may be provided to a

State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

i. Restriction on the Promotion of Drug Legalization

Pursuant to P.L. 114-113, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.

j. Restriction on Purchase of Sterile Needles or Syringes

Pursuant to P.L. 114-113, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

k. Requirement for Blocking Pornography

Pursuant to P.L. 114-113, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

l. Prohibition on Providing Federal Funds to ACORN

Pursuant to P.L. 114-113, Division H, Title V, Section 522, these funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

13. Public Policy

a. Executive Orders

12928: Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

13043: Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

13513: Pursuant to Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Recipients and subrecipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

13166: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

b. Veteran's Priority Provisions

The Jobs for Veterans Act (Public Law 107-288) requires recipients to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing this priority of service can be found at 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Recipients must comply with DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL No. 10-09 is available at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816.

c. Flood Insurance

The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

d. Architectural Barriers

The Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

e. Drug-Free Workplace

The Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.

f. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, the recipient must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Recipients may search the Hotel Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act.

g. Prohibition on Trafficking in Persons

1. Trafficking in persons

- i. Provisions applicable to a recipient that is a private entity.
 - a. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 - b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 1. Associated with performance under this award; or
 2. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 29 CFR Part 98.
- ii. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 - a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 29 CFR Part 98.
- iii. Provisions applicable to any recipient.

- a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- iv. Definitions. For purposes of this award term:
- a. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - b. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - c. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - 1. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - 2. A for-profit organization.
 - d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

h. Buy American Notice Requirement

None of the funds made available under this act may be expended by an entity unless the entity agrees that in expending the funds it will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act").

i. Violation of the Privacy Act

These funds cannot be used in contravention of the 5 USC 552a or regulations implementing that section.

14. Attachments

Attachment A: SF-424

Attachment B: SF-424A

Attachment C: Budget Narrative

Attachment D: Statement of Work

Attachment E: Negotiated Indirect Cost Rate Agreement (if applicable)

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**
 C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**
 Employment and Training Administration

11. Catalog of Federal Domestic Assistance Number:
 17.268
 CFDA Title:
 H-1B Job Training Grants

*** 12. Funding Opportunity Number:**
 FOA-ETA-16-05
 * Title:
 Strengthening Working Families Initiative

13. Competition Identification Number:
 FOA-ETA-16-05
 Title:
 Strengthening Working Families Initiative

14. Areas Affected by Project (Cities, Counties, States, etc.):

*** 15. Descriptive Title of Applicant's Project:**
 Strengthening Working Families Initiative

Attach supporting documents as specified in agency instructions.
 Add Attachments Delete Attachments View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:
 * a. Applicant CA-047 * b. Program/Project CA-047

Attach an additional list of Program/Project Congressional Districts if needed.
 Add Attachment Delete Attachment View Attachment

17. Proposed Project:
 * a. Start Date: 07/01/2016 * b. End Date: 06/30/2020

18. Estimated Funding (\$):

* a. Federal	4,000,000.00
* b. Applicant	1,000,000.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	5,000,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**
 a. This application was made available to the State under the Executive Order 12372 Process for review on
 b. Program is subject to E.O. 12372 but has not been selected by the State for review.
 c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**
 Yes No
 If "Yes," provide explanation and attach
 Add Attachment Delete Attachment View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**
 ** I AGREE
 ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:
 Prefix: Mr. * First Name: Nick
 Middle Name:
 * Last Name: Schultz
 Suffix:
 * Title: Executive Director
 * Telephone Number: 5625703700 Fax Number:
 * Email: Nick.Schultz@pacific-gateway.org
 * Signature of Authorized Representative: KC Nash * Date Signed: 03/18/2016

Attachment B: SF-424A

BUDGET INFORMATION - Non-Construction Programs
 OMB Number: 4040-0006
 Expiration Date: 01/31/2019

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget	
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)
1. Strengthening Working Families Initiative	17.268	\$	\$	\$ 4,000,000.00	\$ 1,000,000.00
2.		\$	\$		
3.		\$	\$		
4.		\$	\$		
5. Totals		\$	\$	\$ 4,000,000.00	\$ 1,000,000.00
Total (g)		\$	\$	\$ 5,000,000.00	\$ 5,000,000.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	Strengthening Working Families Initiative	N/A	N/A	N/A	
a. Personnel	\$ 830,011.00				\$ 830,011.00
b. Fringe Benefits	389,448.00				389,448.00
c. Travel	0.00				
d. Equipment	0.00				
e. Supplies	0.00				
f. Contractual	188,541.00				188,541.00
g. Construction	0.00				
h. Other	2,592,000.00				2,592,000.00
I. Total Direct Charges (sum of 6a-6h)	4,000,000.00				\$ 4,000,000.00
J. Indirect Charges	0.00				\$
k. TOTALS (sum of 6i and 6j)	\$ 4,000,000.00				\$ 4,000,000.00
7. Program Income	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$

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SECTION C - NON-FEDERAL RESOURCES

	(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8.	Strengthening Working Families Initiative	\$ 500,000.00		\$ 500,000.00	\$ 1,000,000.00
9.					
10.					
11.					
12. TOTAL (sum of lines 8-11)		\$ 500,000.00		\$ 500,000.00	\$ 1,000,000.00

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 500,000.00	\$ 50,000.00	\$ 100,000.00	\$ 250,000.00	\$ 500,000.00
14. Non-Federal	\$ 250,000.00	\$ 50,000.00	\$ 75,000.00	\$ 75,000.00	\$ 50,000.00
15. TOTAL (sum of lines 13 and 14)	\$ 1,150,000.00	\$ 100,000.00	\$ 175,000.00	\$ 325,000.00	\$ 550,000.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16. Strengthening Working Families Initiative	\$ 800,000.00	\$ 1,200,000.00	\$ 1,300,000.00	\$ 700,000.00
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	\$ 800,000.00	\$ 1,200,000.00	\$ 1,300,000.00	\$ 700,000.00

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges: \$4,000,000	22. Indirect Charges: \$0
23. Remarks:	

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Attachment C: Budget Narrative

BUDGET NARRATIVE

A. PERSONNEL

(1) Position	Annual Salary	Time on Project	Total
Department of Health and Human Services, Community Program Specialist III	\$63,822	1.0 FTE (3.5 Years)	\$223,377
(2) Pacific Gateway Workforce Investment Network Personnel			
Program Specialist	\$78,057	1.0 FTE (4 Years)	\$312,228
Job Developer	\$78,057	.30 FTE (3.5 Years)	\$81,960
Supportive Services Coordinator	\$57,794	.25 FTE (3.75 Years)	\$54,182
Program Manager	\$90,938	.10 FTE (4 Years)	\$36,375
Logistics Pathway Manager	\$90,938	.10 FTE (3.5 Years)	\$31,828
Healthcare Pathway Manager	\$78,057	.10 FTE (3.5 Years)	\$27,320
Training Coordinator	\$59,404	.20 FTE (3.75 Years)	\$44,553
Fiscal Administrator	\$90,938	.05 FTE (4 Years)	\$18,188
TOTAL:			\$606,634
TOTAL (1) + (2):			\$830,011

JUSTIFICATION: Proposed staffing for the program includes a shared relationship between the City's Department of Health and Human Services and the Pacific Gateway Workforce Investment Network. The Community Program Specialist III position that is 1.0 FTE will work with the City's general-funded .50 FTE position (a portion of the leveraged commitment) and staff of the Network to ensure that all program goals are achieved and deliverables met during the grant term. The identified program specialist will be the lead Pacific Gateway staff person to

ensure that all program-level activities are carried out, as well as manage day-to-day operations of the grant-funded program. The program specialist will work with all partners to ensure the proposed population is served according to grant policies and procedures.

B. FRINGE BENEFITS

Component	Rate	Wage	Cost
Community Program Specialist III	63%	\$223,377	\$140,728
Program Specialist	41%	\$312,228	\$128,013
Job Developer		\$81,960	\$33,604
Supportive Services Coordinator		\$54,182	\$22,215
Program Manager		\$36,375	\$14,914
Logistics Pathway Manager		\$31,828	\$13,049
Healthcare Pathway Manager		\$27,320	\$11,201
Training Coordinator		\$44,553	\$18,267
Fiscal Administrator		\$18,188	\$7,457
TOTAL		\$389,448	

JUSTIFICATION: Fringe benefits are provided to each staff member identified in Section A at the rates indicated above. The wages included under Fringe Benefits are the sum total of the overall allocation of time over the four year total.

C. TRAVEL – None (leveraged)

D. EQUIPMENT – None (leveraged)

E. SUPPLIES – None (leveraged)

F. CONTRACTUAL

Partner Organizations	Partner Services Provided	Cost
Centro Community Hispanic Association, Inc.	Outreach and Recruitment Screening and Referral Employment and Training	\$138,541
Long Beach Early Childhood Education Committee (Fiscally Sponsored by Comprehensive Child Development, Inc.)	Outreach and Recruitment Access to Communitywide Collaborative Partnership Systems Level Convening and Thought Partner	\$50,000
TOTAL		\$188,541

JUSTIFICATION: Contracted costs are included as noted above in the Partner Services column. Partnering agency services are key to the success of the proposed project as the project leverages resources locally. The Long Beach Early Childhood Education Committee is the City’s leader in early learning / childcare collaboration and is comprised of 42 members and 38 of the City’s largest and most active early learning / childcare providers.

G. CONSTRUCTION – None

H. OTHER

Item	Rate	Cost
Incentives	1.5% Allowable of Grant Total	\$60,000
Supportive Services	25% Allowable of Grant Total	\$1,000,000
Systems Planning and Implementation of Cloud-Based System	Convening, Strategic Planning, Purchase of Collaborative Electronic Platform	\$200,000
Assessment and Certifications	400 x \$100	\$40,000
Customized Training	60 Participants x \$3,000	\$180,000
Occupational Training / Retraining / Skills Upgrade	100 Participants x \$2,000	\$200,000
On-The-Job Training	100 Participants x 520 Hours x \$12 Per Hour	\$624,000
Subsidized Work Experience	50 Participants x \$12 Per Hour x 480 Hours	\$288,000
TOTAL		\$2,592,000

JUSTIFICATION: Other costs are associated with agency activities that are not contracted services, but rather participant and partner-related costs. Incentives and Supportive Services will be provided at the USDOL established rate of 1.5% and 25% respectively of the total grant allocation. Subsidized On-the-Job-Training opportunities will be provided through employer-created partnerships to encourage employment placement in various in-demand occupations over the life of the grant.

TOTAL COSTS	\$4,000,000
INDIRECT CHARGES	\$0
TOTAL	\$4,000,000

LEVERAGE

In alignment with the requirements of the solicitation, the City of Long Beach will provide a 25% leverage of in-kind contributions towards the Strengthening Working Families Initiative.

The following will comprise the required leveraged amount:

AGENCY	DESCRIPTION	LEVERAGED AMOUNT
City of Long Beach, Pacific Gateway Workforce Investment Network	Personnel + Fringe Payroll Costs	\$500,000
Long Beach Early Childhood Education Committee	Systems Level Planning and Community Convening	\$164,296
City of Long Beach, Department of Health and Human Services	Staffing (Community Program Specialist III, .5 FTE)	\$335,704
TOTAL		\$1,000,000

TOTAL USDOL COSTS	\$4,000,000
25% LEVERAGE	\$1,000,000
TOTAL PROJECT USDOL + LEVERAGE	\$5,000,000

Attachment D: Statement of Work

PROJECT NARRATIVE

(1) STATEMENT OF NEED

(a) Targeted Industries and Occupations

Pacific Gateway has identified three local industries with H-1B targeted occupations that align with local demand and connect to available employment. The region includes three cities (Los Angeles, Long Beach, and Irvine) that ranked among the top 30 U.S cities requesting H-1B Visa workers in 2010¹. These industries and occupations were selected because of their growth and pathway entry points, in relation to participant skill level, training availability and living wage employment.

HEALTHCARE. Healthcare is the City’s largest private sector, anchored by the Long Beach Memorial Medical Center (5,200 employees), the regional Veteran’s Administration Medical Center (2,036 employees), St. Mary’s Medical Center (1,020 employees), and Molina Healthcare (9.67B in annual revenue), which is one of the nation’s fastest growing insurance providers, one of only seven groups serving Californians through the Affordable Care Act. The following occupations are representative examples that fall within an H-1B Pathway and are among the State’s 50 most in-demand occupations (California Employment Development Department)

Occupation	Positions	Median Wage	Median Annual
Medical Assistant	9,010	\$15.08	\$31,368
Licensed Practical and Licensed Vocational Nurses	10,230	\$24.97	\$51,941

INFORMATION TECHNOLOGY (LOGISTICS). Long Beach is home to the Port of Long Beach/Los Angeles, the anchor to the regional Logistics sector that includes 157,200 workers in Los Angeles County and handles an estimated 40% of all in-bound containers for the US. The single largest employment trend is to automated systems around the Ports complex, requiring

¹ www.myvisajobs.com

software engineers, systems integrators and other information technology positions steeped in trade, goods movement and logistics. The following information is provided by the California Employment Development Department.

Occupation	10-year Growth	Positions	Median Wage
Systems Analysts ²	20.6%	7,280	\$36.41
Logisticians	26%	3,730	\$39.78
Information Security Analysts	40.2%	8,200	\$32.17
Purchasing Agents	4%	9,400	\$30.87

EDUCATIONAL SERVICES. Long Beach is home to a number of regional educational anchors: the largest State University in the CA system, the State University Chancellor’s Office, the multi-city Long Beach Unified School District, and Long Beach City College. Surprisingly, this makes Government the number-one industry sector in the City based on employment, with Education making up the bulk of that employment³. Not surprisingly, teachers rank 22nd in list of occupations with most openings in the State (California EDD).

Occupation	Positions	Median Wage	Median Annual
Elementary School Teacher	11,480	n/a	\$75,150
Education Administrators, Preschool and Childcare Center/Program	2,500	\$26.13	\$54,337

A number of skills and competencies are critical in these sectors:

Healthcare: Patient Care Associate certificate; Medical Assistant Certificate (State); Nursing Licensure (State); training, soft skill attainment, communication skills, and other aptitudes.

Information Technology (Logistics): Certifications in various software programs; sector-specific understanding of local trade/logistics; cyber-security certifications and clearances; strong information tech fundamentals.

² Occupation pulled from: Department of Labor – H-1B Occupations, California <https://www.foreignlaborcert.doleta.gov/map/2013/CA.pdf>

³ 2014, California State University, Long Beach. “Economic Forecast” based in data from the California Employment Development Department (CA-EDD).

Educational Services: Requisite credentialing; childcare certifications and AA degree; CPR; background clearances; various trainings. A number of programs exist in the regional to help train workers for these positions, though barriers do exist: (a) the Long Beach Career Transition Center (One-Stop) operated by Pacific Gateway is highly taxed with existing clients, enrolling nearly 2,600 customers annually with a higher caseload than any surrounding One-Stop. This has created acute limits on available training funds; (b) number of instructors from within the industry to provide real-time education steeped in the occupations participants are trained for; (c) A limit in programs that connect directly to employer needs, using creative training models that train workers on-site or in a variety of flexible modalities.

(b) Targeted Population

The Project will provide a cohesive and streamlined set of services tailored to meet the training and participant supportive service needs of each individual served. Pacific Gateway proposes to serve the following numbers of participants:

Incumbent Workers	100 (25%)
Unemployed / Underemployed Individuals	300 (75%)
TOTAL	400
	(\$10,000 Cost Per Participant)

In Long Beach, this population has risen to become the forgotten group – the group that does not qualify for subsidized services nor low-income subsidies because they typically earn what is considered to be too much or don't have enough financial stability to incur the costs of childcare or extra services / items. This is the population that doesn't marry a partner to not claim two small incomes or the population that believes that working doesn't make sense because a salary is nearly as much as childcare, so staying home to raise their children becomes the decision. The City of Long Beach has nearly 500,000 residents and is identified as one of the most diverse cities in the United States (Census 2010). Of the nearly half million Long Beach

residents, the 2010 Census also shows that Hispanics now represent the largest racial subgroup. With the changes in immigration patterns over the last ten-years, Long Beach has seen a direct correlation to changes in ethnic distribution and a considerable increase in diversity. The City's most depressed neighborhoods are isolated due to the socio-economic status of residents, low or no level of education, and cultural and linguistic challenges need the most services. These are the hardest-to-serve communities that possess the highest levels of poverty and crime, the most vulnerable populations in the City, and hence, the highest levels of need. The average unemployment rate for the City of Long Beach is 11.7% and has remained steady for the past few years (Source: 2008-2012 American Community Survey 5-Year Estimates). The unemployment rate in the City is 6.2% higher than the national unemployment rate.

In Long Beach, the target population is economically stagnant – childcare needs for families with children ages 0-13 or physically / mentally challenged youth typically find that the costs of high-quality childcare (i.e. can take the form of home-based childcare, center-based, summer programs, school break, before school, after school, and more) and the lack of knowledge about the field informs the decision to pursue training and supportive services alongside of systems level change to positively impact the field.

There are several overarching barriers to training that will be addressed through this proposal and eventual program: 1) Lack of Access to High-Quality Occupational Training, 2) Lack of Childcare During Occupational Training / Nontraditional Hours, 3) Lack of Financial Support for Childcare During Training Activities, and 4) Lack of Coordination for Integration of Transitional Kindergarten Citywide. Each of these three areas will be directly addressed through this proposal as barriers to a parent's success. Accessing occupational training begins with an awareness of available services. This will be key to ensuring that outreach and recruitment are strategically planned in order to reach the desired 400 participants grant.

Accessing high-quality childcare is currently a matter of searching for home or center-based options on an individual basis. There is no central location, clearinghouse, or navigation system in place in Long Beach. This holds true for families with children ages 0-13 and includes infant/toddler care, preschool, before and after school services, nontraditional hour childcare (does not currently exist), and out-of-school time care (summer, winter, spring, off-track). With no alignment or centralized location for information, families are missing opportunities, cannot locate opportunities, and do not understand how to access services. Currently, all is done by word of mouth, media postings, and shared resources among groups. This is especially troublesome for working families, as time is limited to make these choices and for families with special needs children.

Accessing supportive services through programs is also a barrier to achieving optimal childcare opportunities. Many programs are administered through the City, including Pacific Gateway. With no simple payment pathway or portal to easily move monies through to help families pay for childcare costs, the timeliness of the system often becomes mired in bureaucratic "red tape". To resolve this issue, Pacific Gateway plans on creating a local "single-payer" system, through an intermediary agency, becomes the supportive service point of entry. Pacific Gateway will work with the Long Beach Early Childhood Education Committee to create this new access point for supportive service needs around childcare, allowing for home, center, and agency-based payments to quickly and swiftly provide resources for families.

Pacific Gateway has crafted a succinct plan for reaching the targeted population of 400 families to be served (100 incumbent worker families and 300 unemployed/underemployed families), as well as the necessary partners for integrated collaboration. Reaching and providing education/job training services to low- and middle-skilled parents with childcare responsibilities is key to the success of the project. With the implementation of the project, custodial parents,

legal guardians, foster parents, or other persons standing in loco parentis will be allowed time to now pursue or advance in, middle- to high-skilled, full-time employment by the end of the grant period in 2020. Outreach and recruitment efforts will be focused on: 1) the community, and 2) with employers. This two-tiered approach will ensure that the target population with job training needs and training barriers including childcare and other participant supportive services will be reached. Partnerships in place and to be developed will be used to facilitate this process. A key partner, the Long Beach Early Childhood Education Committee, will be the focal point of outreach and recruitment as it is the collaborative entry-point for families needing childcare in the region. The Committee in total represents more than 10,000 children and their families in the desired age-range for children at 0-13 or older than 13 but with special needs (e.g. Long Beach Unified School District and Harbor Regional Center).

Participants eligible to receive training are adults who are 17 years or older, are out-of-secondary school, eligible to work in the United States, and considered the custodial parent, legal guardian, foster parent, or other person standing in loco parentis of at least one dependent that is 13 years of age or younger or at least one dependent with a disability or developmental delay that may exceed 13 years of age. Categories of parents will include those who are unemployed or underemployed low-skilled parents with training and childcare needs and parents that are enrolled in or pre-qualified for one or more of the following programs: WIOA Title I Adult and Dislocated Worker (including displaced homemakers); WIOA Title I Youth; Temporary Assistance for Needy Families; Child Care Development Block Grant; and Head Start and Early Head Start. The Unified School District, through its Head Start and Early Head Start programs serves nearly 2,300 families in Long Beach alone.

In addition to the general population of Long Beach residents, special emphasis will be placed on recruiting military spouses with dependents and who are in need of training and

employment assistance. Pacific Gateway will work closely with area military agencies (e.g. the Joint Forces Military Based in Seal Beach, California (adjacent / bordering city) to ensure ample recruitment. They will also ensure ample collaboration with employers, as stated earlier, to identify no more than 100 (25%) low-skilled, frontline incumbent workers who are parents with childcare responsibilities. Veterans will have priority of service wherever possible.

In order to determine eligible individuals/families for successful completion of the program, Pacific Gateway will work with its partners to build from existing intake and eligibility systems to ensure that families are screened and eligibility information is documented in each family's confidential participation file. Eligibility and screening will review the family status, the ages of the children in the family, the need for childcare, the status of employment, and the likelihood of completion by first providing workshops and meetings with a case manager. If attendance is acceptable and follow-through is responsible, the family will be enrolled. Pacific Gateway and its partners will create a thorough participant and outreach and recruitment plan during the first three months of the proposed project. Outreach and recruitment of the target population will occur in various mediums including, but not limited to, the following: 1) flyers, posters, and postcards, 2) booths / tables at community events, 3) community meetings, 4) social media (Facebook, Instagram, Twitter), 5) utility bill inserts, 6) kiosks at Civic Center (main library and City Hall). The partners to assist with outreach and recruitment, as well as pre-screening will be Long Beach City College, the Long Beach Early Childhood Education Committee, Pacific Gateway, Centro Community Hispanic Association, Inc., the Department of Children and Family Services, and others. The collaborative group will also strategically identify "unexpected messengers" such as the Long Beach Police Department. Wherever possible, participants will be co-enrolled with other programs to maximize services provided, e.g. public assistance, Head Start/Early Head Start, WIOA, State-Funded Preschool (to be coordinated with

other childcare resources), and more. In order to attract the incumbent worker population, Pacific Gateway will work with employers to establish recruitment of eligible frontline incumbent workers in need of skill upgrading for career pathway advancement within their current occupation/industry and within the targeted occupations/industries proposed through this solicitation. Pacific Gateway maintains professional relationships with a myriad of employers in the region, as well as a direct connection to the Chamber of Commerce that serves hundreds of local businesses.

(c) Required Partnerships

The following roles and responsibilities will be in place for all partners necessary to implement the program-level activities of the project design:

- Pacific Gateway Workforce Investment Board – grant oversight and coordination; fiscal accountability; employer outreach and development; certification and eligibility determination for all participants; training coordination and intensive case management
- Department of Health and Human Services – staffing of childcare coordinators (1.0 FTE funded, .5 FTE leveraged from City's General Fund) to assist with facilitation
- Long Beach City College – Primary training partner and curricula architect
- Centro Community Hispanic Association, Inc. – outreach, case management, co-enrollment
- Long Beach Early Childhood Education Committee – outreach and thought partner

The following roles and responsibilities will be in place for all partners necessary to implement the systems-level activities of the project design:

- Department of Health and Human Services – staffing of childcare coordinators (1.0 FTE funded, .5 FTE leveraged from City's General Fund) to assist with facilitation
- Long Beach Early Childhood Education Committee – strategic planning for systems-level proposed outcomes

The commitment of the required partners is documented through detailed letters and attached to this proposal. The City of Long Beach is home to two local place-based initiatives (First 5 Los Angeles and through The California Endowment) and is applying for currently open Promise Zone designation. However, Long Beach does not have a federal place-based project. There are systemic childcare and training barriers that exist in Long Beach. Accessing high-quality childcare is currently a matter of searching for home or center-based options on an individual basis. This holds true for families with children ages 0-13 and includes infant/toddler care, preschool, before and after school services, nontraditional hour childcare (does not currently exist), and out-of-school time care (summer, winter, spring, off-track). With no alignment or centralized location for information, families are missing opportunities, cannot locate opportunities, and do not understand how to access services. As evidenced by the employer commitment letters attached to this proposal, the employer community is engaged with the proposed project, including the provision of customized training programs and as On-the-Job Training partners. Existing and new partnerships will be leveraged to maximize services provided through Advancing Long Beach Families.

(2) EXPECTED OUTCOMES AND OUTPUTS

(a) Program Level Activities - Projected Outcomes

The most critical component to participant success is the utilization of staff expertise and the holistic approach to career pathways. Participants will be immersed in industry and pathway education and have access to professionals steeped in their sector. This strategy is a proven best practice. Targets were derived by looking at data of similar participants in past programs and creating a "stretch-goal" of 5% above proven performance to measure the effectiveness of new strategies and enhanced resources. It is important to note that the strategies described herein will be further shaped by a Customer-Centered Design process, following the phases of "Discovery,

Ideation and Prototyping" to further refine these proposed activities. Pacific Gateway and its leadership are recognized leaders in this process, presenting at State and National workforce conferences on its benefits and modality. Targets were derived through an analysis of past data performance, disaggregating those past participants that had requested or utilized childcare or similar supportive services for review. Performance was then assessed, and sequenced to ensure that 400 participants could be effectively served across the 4-year grant period. This timeline was measured against leveraged and grant-funded resources, as well as those of grant partners.

(b) Capacity to Collect, Store and Protect Participant Data

Pacific Gateway currently maintains a thorough infrastructure based on effective strategies around data reporting. This reporting is done both at the program level and the financial level. Complete policies and procedures are in place to ensure that regular checks and balances occur in order to maintain an ongoing understanding of where programs are programmatically and through expenditures. Ongoing monitoring at this level ensures that grant outcomes are achieved as planned as possible and services remain authentically linked to the programs offered. If grant outcomes fall short of desired results, data is in place to support best practices and lessons learned. Continuous quality improvement is an ongoing area of focus for Pacific Gateway. In addition to the collection of data at the various levels, Pacific Gateway has the infrastructure in place and onsite to store all matters of programs and financials in a secure and locked setting. All current participant records are maintained in locked cabinets, and all computers are password protected. The building facility is secured with a security system of video cameras and alarms to ensure that safety of people and materials is top priority. There has never been a breach of data of any kind experienced by the agency. The systems-level change includes a tier-one priority to develop an effective system for capturing and sharing data across the field of childcare. As described in the relevant section, the capacity to collect, store, and

protect data of agencies that participate will be of the utmost importance. Reporting mechanisms for collecting and storing participant-level data will include paper to computer with back up participant files. As mentioned earlier, all participant data and materials are stored in locked cabinets and computers are password protected and changed every 90-days for security purposes. The privacy of participant data is a top priority when working with individuals, and that is conveyed to participants during the enrollment process. Participants that complete training and continue to receive services will be afforded the continued privacy of their information. Each participant will have a paper file for necessary documentation and a computerized file for applicable information stored in the Virtual One Stop System.

(c) Cost Effectiveness

For the proposed project, the cost per participant is \$12,500 (including Project funding AND leverage / \$5,000,000 / 400 Participants). Costs of training are appropriate and far less than comparable training and certification offered by local, for-profit trade schools. Costs were kept at appropriate levels by accessing programs at local community colleges and developing partnerships in which training is provided on-site (further reducing operational expenses, transportation costs, and supportive services). The Budget Narrative attached to this proposal indicates the following costs-per-participant for various budget categories:

CATEGORY	REQUESTED	TO BE SERVED	COST PER PARTICIPANT
Incentives	\$60,000	400	\$150
Supportive Services	\$1,000,000	400	\$2,500
Assessment and Certifications	\$40,000	400	\$100
Customized Training	\$180,000	60	\$3,000
Occupational Training / Retraining / Skills Upgrade	\$200,000	100	\$2,000
On-The-Job Training	\$624,000	100	\$6,240
Subsidized Work Experience	\$288,000	50	\$5,760

Evidence exists to support the cost per participant (\$12,500) by examining the same

variable from Workforce Investment Act (WIA) youth and adult programs (no comparable data available for recently implemented Workforce Innovation and Opportunity Act programs), as well as by looking at other costs per participant from USDOL programs. In terms of a local analysis, this cost per participant is aligned with similar programs that achieve fewer performance outcomes and require fewer program components. In the past five years, WIA youth programs have seen costs-per-participant in the range of \$9,000 - \$11,000 and adult programs in the range of \$10,000 - \$13,000. Looking at other USDOL programs in the region, the proposed cost is low in comparison to such programs as YouthBuild where there are similarly two main program elements at work – an educational piece and an occupational piece. YouthBuild programs are allowed up to \$18,000 per participant – an amount that far exceeds what is being proposed through this project. The closest YouthBuild program is within 10 miles – Compton YouthBuild. This program also serves young people from the Long Beach area.

(d) System Level Activities - Projected Outcomes

Attached to this proposal is the Performance Outcomes chart that outlines all required performance objectives broken down by annual expectations and end of grant desired outcomes. These performance outcomes will be overseen by Pacific Gateway and managed by its Management Information Systems specialist who has more than 20 years of experience. Systems level performance will be documented through meeting agendas, meeting notes, and plans written along the trajectory of planning and implementation. A master binder will be maintained to fully capture the various levels of systems change desired. This documentation will show the desired gains towards reducing training barriers and addressing the childcare needs of participating families. The systems navigation function is the key piece of the systems change effort and will be thoroughly documented via qualitative information and eventually, quantitative when appropriate (e.g. during procurement and other key timeframes). A plan to measure this

component will be put in place using the Long Beach Early Childhood Education Committee as the hub of systems level programming. This planning will include the timeframe for expected results (by year 3 ending) and metrics for continuous improvement by quarter on an annual basis. The plan will include targets for systems change and the responsible entities and timeframes.

(3) PROJECT DESIGN

1. Program Level Activities

A. Customized Assessments

Pacific Gateway is the direct provider of WIOA services for 2,600 enrolled customers annually, providing a solid track-record of assessment delivery and design. Participants will be assessed in two contexts: First, in their career pathway by analyzing current skills and experience against the opportunities and skills requirements of available openings and training opportunities. Participants will be involved in this process themselves, completing labor market information and quick modules to help them determine a direction within one of the three H-1B impacted sectors. These assessments also include TABE and CASAS testing, Provelt and others. A second assessment will focus on childcare needs to ensure that a full plan has been developed to include available resources (afterschool programs, low-cost resources) and to identify where gaps in coverage are and how to best use the average \$2,250 in childcare available to them.

B. Supportive and Referral Services

Pacific Gateway will primarily utilize its built-in system for providing supportive services and incentives for participating families. Supportive services have been allocated at the maximum allowed through the solicitation at 25% (\$1 million). Of this amount, approximately \$900,000 will be provided to a procured intermediary that will be a nonprofit organization with the financial acuity to provide childcare-related supportive services to participating families. The goal of this systems change strategy is to improve the timeframe in reimbursements or up-front

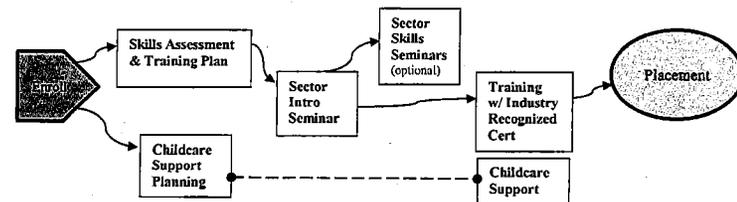
payments, capture the appropriate documentation, and report effectively to administration. The Network maintains a supportive service and incentive policy and procedure guide that outlines what is an allowable expenditure and sets limits for the provision of financial assistance. Each participant is provided with the supportive service matrix by their case manager. It is expected that a majority of parents will require childcare assistance and potentially transportation assistance, uniforms, books, and other related work support. The allowable expenditures on the policy also include work-related medical (e.g. glasses). All needs that are related to childcare and work will be discussed with participants prior to disbursement to ensure that the support provided will be effective in moving them to completing the program.

C. Program Model/ Strategies

Education and training strategies are sector-focused, and pathway-based. This is to say that each is individualized and informed by relevant labor market information, employer need, and the ever-changing landscape of available employment opportunities. Pacific Gateway will partner with participants to help them access the various pathway resources available to them through the Project. The Project will utilize a multitude of strategies each based on the particular needs of the participant. These are included, but not limited, to the following:

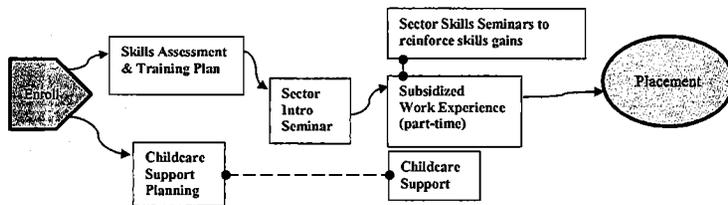
Training Strategy 1: Industry-Recognized Certification and Placement

Participant Snapshot: Unemployed parent needing skills development, training, and job placement.



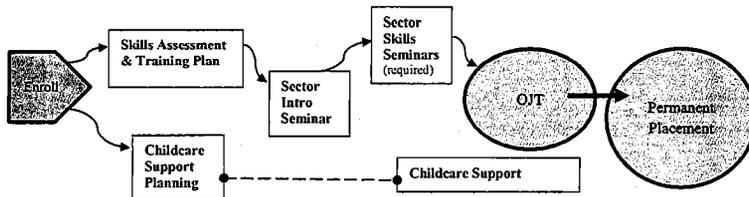
Training Strategy 2: Sector Immersion, Transition to Unsubsidized Employment

Participant Snapshot: Unemployed parent with chronic unemployment or no employment history, in need of work experience and placement support.



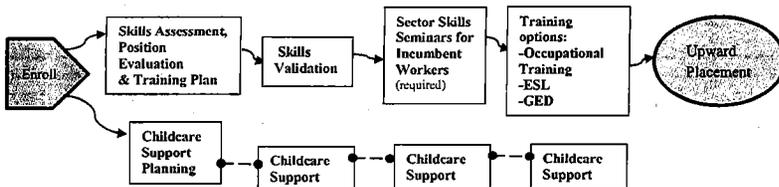
Training Strategy 3: Skills Development and On-the-Job Training and Placement

Participant Snapshot: Unemployed parent with foundational skillset but in need of training.



Training Strategy 4: Skills Upgrade and Advancement within Pathway

Participant Snapshot: Employed parent in low-wage (frontline) employment, committed to upgrading skills and moving up along pathway.



These models were developed based on both internal best practices and Department of Labor best practice models. Key to these models is:

- Deep assessment to evaluate both skill level and supportive service need, along with planning and support to develop a collaborative model for how a participant can move sequentially through each stage and utilize necessary services;
- Immersion in sector knowledge to provide individuals with a broad understanding of the sector, and the skills needed to thrive within a chosen pathway;
- Consistent engagement in activities that continue to move individuals along a pathway.

This system was first developed, and has continued to evolve, under the H-1B Healthcare Grant (2011-2016) with significant results, making it the single-most successful program at Pacific Gateway. For example, the placement rate for those completing the customized Patient Care Assistant program is 91%, with graduates earning \$16.50 per hour with benefits. These participants also had access to an (grant-funded) academic counselor at Long Beach City College to identify additional educational opportunities and certifications to continue to advance. The Project will utilize both On-the-Job Training programs and Subsidized Work Experience. Pacific Gateway has experience in using both effectively. In PY 2015, the organization completed 81 OJTs and facilitated 89 subsidized work opportunities (Transitional Subsidized Employment). This track-record has defined the following guidelines for use when developing such opportunities: 1) Ensure the opportunity is directly connected to continuing, unsubsidized employment by gaining buy-in from the highest level of leadership (employer); 2) Clearly define the learning outcomes to both employer and participant and delineate how those learning outcomes can be validated; 3) Establish protocols for communication the employer and participant; 4) Ensure the opportunity falls directly within a pathway program that can continue to develop and evolve. Pacific Gateway will convene employers, using non-grant funds, in three

key sectors: Healthcare; IT-Logistics; and Education. Employers will also respond to an employer survey, and workforce intelligence will be validated or challenged using Labor Market Information. As part of a customer-centered design approach, we have identified four Participant Profiles, each with a core need and an appropriate response. While the design process will net out detailed information about customer needs, the following four areas serve as a beginning point of the design process' Discovery Phase.

Training Strategy 1: Industry-Recognized Certification and Placement		
Key Component	Participant Profile	Why it works best for this Participant Profile
Subsidized Work Experience	Unemployed Parent	Need for professional experience is met through subsidy, while they complete Sector Skills seminars to validate learning and resolve on-the-job questions. Childcare supports these activities.

Training Strategy 2: Sector Immersion and Transition to Unsubsidized Employment		
Key Component	Participant Profile	Why it works best for this Participant Profile
Subsidized Work Experience	Chronically Unemployed/ New to Workforce Parent	Need for professional experience is met through subsidy, while they complete Sector Skills seminars to validate learning and resolve on-the-job questions. Childcare supports these activities.

Training Strategy 3: Skills Development and On-the-Job Training and Placement		
Key Component	Participant Profile	Why it works best for this Participant Profile
On-the-Job Training	Unemployed Parent Transitioning into Sector	This participant has a strong foundation, perhaps in occupation outside of sector. OJT helps transition that individual, and childcare support covers the seminars and OJT transition period.

Training Strategy 4: Skills Upgrade and Advancement within Pathway		
Key Component	Participant Profile	Why it works best for this Participant Profile
Incumbent Worker training	Incumbent Worker Parent	What these participants need most is sector navigation, and an understanding what opportunities will advance them forward. Training is dedicated to those acute areas of need, and childcare support is dispersed across a longer continuum to cover specific activities.

Pacific Gateway will pilot three co-located cohorts of training during the grant period,

funded through Project and WIOA formula funds. Here's how: (a) The Long Beach Early Education Committee will identify three high-need sites (with low- and middle-skill parents) over three years such as childcare centers, elementary schools or early education centers; (b) Centro Community Hispanic Association, Inc. will help identify and recruit at minimum 27 parents from these sites, Pacific Gateway will open access to additional jobseekers in the area; (c) Pacific Gateway will partner with a training provider or employer to provide sector-focused training on-site, based on parent schedules and during times where childcare is already provided (ex: during an afterschool program or school day); (d) Pacific Gateway will utilize supportive service funding to extend childcare coverage where necessary or for transportation for parent and child to/from the site; (e) data on training completion, supportive service usage, and placement, and cost will be recorded to identify system improvements for integration into regular WIOA programs. Online learning is another systems change. In September 2015, Pacific Gateway was awarded a grant through the Department of Defense Office of Economic Adjustment; that funding is being used now to develop an online platform that will include sector-specific training and interactive modules of content to help individuals prepare for, and transition into, one of the four priority sectors. However, this grant will spur another advancement. Staff will explore ways to take our most effective training (ex: Patient Care Assistant) and identify which portions of that training can be presented online, so that participants can limit their time required for in-person instruction. We will approach three existing trainings and partner with our training providers to reduce in-person instruction in these pilots by 10%, thereby lessening the burden on parents.

Participants will have access to three key staff members to guide their advancement. Their program specialist will partner with them in the development of an program plan to identify the training and supportive services (including childcare they need), making particular note of the sector-specific and "soft skills" and individual needs in order to become a

competitive candidate, such as resume development, mock interviews, LinkedIn workshops, and other content that will include on-line and on-site instruction. They will also have access to a Pathway Manager who will provide information about open opportunities within the sector and a direct connection to what employers are looking for, and how to meet those needs. Third, a job developer will help navigate the individual from training completion to placement, helping them prepare for specific jobs, and providing additional support to ensure placement. In January 2016, Pacific Gateway reorganized its One-Stop services to focus on four initial career pathways: healthcare; construction; retail/hospitality; and logistics. Each is led by a pathway manager who is responsible for developing employment opportunities, translating labor market information, informing the development and adoption of training opportunities and policies, and other work. Funding will allow these efforts to deepen and further focus on H-1B impacted positions. Employers in these clusters and industry sectors will be engaged in two key ways: convened for in-person roundtables to identify skills gaps and competency needs, facilitated by the Workforce Board Chair, and by an electronic survey. In addition, Pacific Gateway's Labor Market Researcher will aggregate LMI and local workforce intelligence to further explore opportunities in the sector and make connections between local opportunities and the broader needs experienced by these H-1B occupations nationally. This strategy was proven effective in successfully completing Pacific Gateway's H-1B grant, awarded in 2011. The Project engages participants in a number of Pathway activities: skills development, occupational training, post-secondary education access, and credential attainment, and support so that participants move sequentially through each. The goal of the program is to equip each participant with a deep, long-view understanding of sectors and career pathways. Components will be delivered through:

- *Skills development seminars:* Access to content that helps individuals build skills that are necessary to their chosen Pathway. Rather than define these as "Soft Skills Workshops,"

content will be delivered via seminars on 'habits of success,' and online content (via the Pacific Gateway Skills Platform) to build and affirm skills gained.

- *Occupational training and Certificate Attainment:* By design, 30% of the Project budget is dedicated to training services, including occupational training and attainment of industry-recognized credentials, on-the-job training, and customized training.
- *Work Experience:* To help participants gain real-world experience opportunities will be developed to help individuals work within their chosen pathway and transition to unsubsidized employment in the field.
- *Educational Planning:* To ensure that participants are able to continue to grow both in experience and earnings, staff will work to clearly define educational pathways, in partnership with City College and other educational providers. Each participant will have a counselor who will give real-time guidance to develop an individualized education plan.

Each of these includes occupations that have been impacted by H-1B Visas, and pathways will work to advance participants toward these target occupations. This is better illustrated in the attached Pathways Diagram.

D. Employment and Retention Strategies

Use of OJT as a primary training activity helps ensure that individuals find placement after intervention, supported by an aggressive, proactive pathway team to identify and develop these opportunities. Also, a dedicated job developer (partially grant-funded) to help transition individuals into employment. Customized training is also utilized as a strategy, as more than 15% of participants will be served in this modality. Lastly, pathway managers are trained to help incumbent workers advance, with requisite expertise and industry knowledge. Pacific Gateway staff will lead job placement. Its past efforts have earned it the State High-Performing Board designation for effectively meeting placement and earnings targets. Pacific Gateway utilizes: an

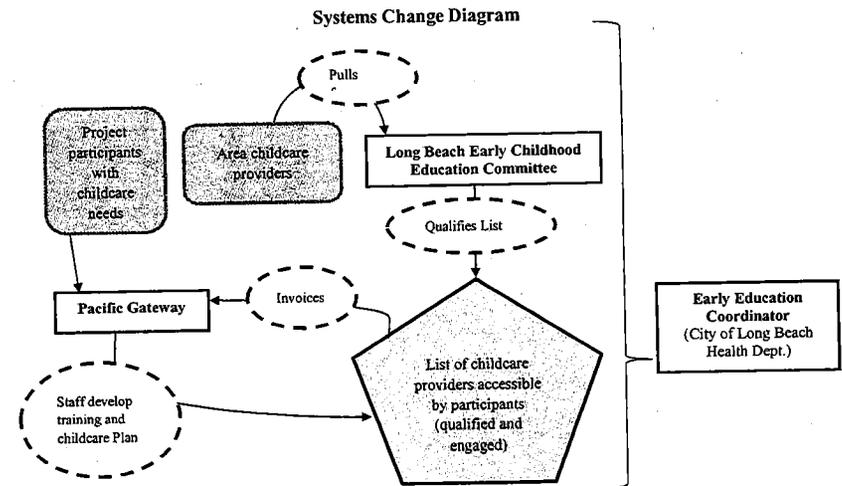
online portal for engagement with employers, a fully-dedicated employer liaison to immediately respond to employer needs (leveraged), a skilled OJT site monitor who works directly with employers throughout the process, and a direct conduit of communication between Board members and various employer groups to hear of opportunities or issues within the Project.

2. System Level Activities

Pacific Gateway, in collaboration with the Department of Health and Human Services and the Long Beach Early Childhood Education Committee, will establish system functions that will further assist working families to overcome training barriers and childcare needs. The Committee meets on a monthly basis as a full committee, monthly as an Executive Board, and monthly through five workgroups (Developing Resources, Kindergarten Festivals, Public Policy and Education, Enhancing Quality, and Marketing and Outreach). Staff hired through the Department of Health and Human Services will work with Committee leadership to focus on systems level change in Long Beach. This placement of systems level activities ensures that the appropriate agencies are at the planning table and represent a strong majority of childcare providers (home and center-based) in the City. With the high level of expertise that the Committee brings together, it will build expertise as a group around the navigate system desired.

Through this work, a comprehensive plan to identify and map existing systems of services that can meet the needs of parents in education and training with childcare and other participant supportive service needs will be developed as part of the work proposed. Supportive services allocated to the project (\$1 million / 25%) will be used to pay the costs of childcare services and the costs associated with linkages to childcare consumer education and referral systems. The Committee has been allocated funding as well to ensure that this component is put into place by the end of the grant term. With Pacific Gateway as the hub of the project and case managers and other staff in place, the proposed project will assist participants with the removal

of childcare barriers and minimize the loss of existing benefits and services.



The impact of this change is significant. Through this model, and its subsequent adoption post-grant funding, will mean that the City has system through which to provide working parents with the resources they need, without the barriers that make the system difficult for job seekers and childcare providers. This overhaul will lead to changes in policy, fiscal administration, indemnity protocols, and other systems transformations, with the result being a simple system that allows parents to utilize childcare at moment of need, in a way that makes it seamless to the delivery of quality training and career coaching.

3. Project Management Work Plan (Please see attached Work Plan)

(4) ORGANIZATIONAL, ADMINISTRATIVE AND FISCAL CAPACITY

Lead Applicant Capacity: The City of Long Beach's Pacific Gateway Workforce Investment

Network has the capacity to manage the proposed project. The Network operates with a belief in delivering high-quality services to the workforce-interested community. In order to make this possible, there is efficient and effective communication between staff at all levels – from receptionists to managers as well as from building maintenance staff to case managers. This method of operation will be the expected policy for this proposed project and will also be expected of all partners playing a role in serving the 400 proposed participants. An executive director and deputy director lead the Network that has more than 53 staff under a One-Stop system model. The One-Stop provides distinct youth and adult services, the full gamut of occupational training opportunities, access to supportive and other customized services, as well as the ability to be assessed using the top-rated educational and career tools. Fiscally, Pacific Gateway maintains its own accounting staff who work in tandem to City accounting staff to ensure that checks and balances are in place and oversight ensures fiscal accountability. Staff is experienced with administering federal, state, and local WIA and other funding streams, collecting and reporting data, and providing participant-level supportive services. During the most recent program audit by the State of California (2015), there were no findings and no recommendations provided for improvement.

Partnership Structure: Pacific Gateway is the lead agency for the proposed project. The identified partners for this proposed project each have the desired capacity to serve the target population. Attached to this proposal are letters of partnership commitment that document the impact contributed by each agency identified below.

PARTNER	PROJECT ROLE
City of Long Beach, Department of Health and Human Services	Coordination and supervision of Community Program Specialists / Childcare Coordinators; Thought and Planning Partner
Long Beach City College	Training Provider; Thought and Planning Partner
Long Beach Memorial Medical Center	Training Provider; Thought and Planning Partner; Employer

Long Beach Early Childhood Education Committee (fiscal sponsor is Comprehensive Child Development, Inc.)	Systems Change Agent; Recruitment and Outreach; Childcare Providers; Supportive Service Intermediary Facilitator
Centro Community Hispanic Association, Inc.	Recruitment and Outreach; Case Management; Thought and Planning Partner

Staffing Plan: Attached to this proposal is the job description currently being flown to attract highly-qualified candidates to the role of Community Program Specialist / Childcare Coordinator. Pacific Gateway staffing outlined in the budget and budget narrative will work alongside and in conjunction with staff from the Department of Health and Human Services.

Management Structure: Administrators and management of Pacific Gateway will manage the overall project. Staff will ensure that efficient and effective communication takes place in person, via telephone, via email, and through other appropriate systems. Monthly collaborative meetings will take place among all partners to ensure that project components are administered with the integrity and fidelity in place to achieve the desired results. Data will be reviewed on a monthly basis to ensure that quantitative data is assessed for program alignment. Areas of concern will be used for continuous improvement and the establishment of best practices. Pacific Gateway’s organizational chart is attached to this proposal.

Systems and practices: The proposed project will use systems and processes in place to maximize resources and leverage elements in place with the identified partners. All financial and performance reporting will be integrated into the current structures of Management Information Systems and accounting procedures. Procurement systems are in place and aligned with the City’s policies that will allow for expedient procurement procedures that comply with Federal, state, and other relevant laws and requirements, including across partner agencies.

(5) PAST PERFORMANCE – PROGRAMMATIC CAPABILITY

The City of Long Beach’s Pacific Gateway Workforce Investment Network has and

continues to receive both formula and discretionary / competitive federal funding – some allocations direct and the remaining allocations via the State of California, Employment Development Department and other departments. These grants have been / are similar in size, scope, and relevance to the proposed Strengthening Working Families Initiative as Long Beach is a large urban community of nearly 500,000 residents. The City has been home to federal funding from the USDOL for more than four decades. The following table provides details on a USDOL grant received by the Network:

GRANT AND FEDERAL AGENCY	PERFORMANCE GOALS AND OUTCOMES
USDOL, ETA H-1B Technical Skills Training Grant Elina Mnatsakanova Mnatsakanova.Elina@dol.gov	<ul style="list-style-type: none"> Enrolled Participants: 838 of 841 (99.6%) # Placed in Training: 838 of 841 (99.6%) As of 3/15/16 - Grant ends 6/30/16

The City and Pacific Gateway have the programmatic capability to apply for, plan for, and implement the proposed project. Progress toward meeting program objectives will be evaluated and monitored by in-house staff. Project outcomes will be monitored and evaluated annually to ensure compliance with fiscal and program requirements. Achievement of each measurable outcome will be reviewed during these scheduled monitoring reviews, and compliance will be verified via individual participant file reviews and requirements of the statement of work. Data will be entered into the Virtual One Stop case management system, which will help produce a monthly report to identify accomplishments to date, challenges and possible solutions, and any other additional information related to program status. Demographic data, including income status, will be collected at eligibility sessions.

**PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK
ABSTRACT**

(1)	Lead Applicant	City of Long Beach, Pacific Gateway Workforce Investment Network
	Entity Type	Workforce Development Board
	Location	Long Beach, California
(2)	Project Name	Advancing Long Beach Families
(3)	Service Location	Long Beach, California
(4)	Total Funding Request Amount	\$4,000,000
(5)	Target Populations Served	300 Unemployed or Underemployed Parents 100 Low-Income, Incumbent Workers
(6)	Targeted H-1B Industries	Industries: a. Logistics/Goods Movement b. Healthcare c. Hospitality d. Education

(7) Project Summary

Pacific Gateway, a high-performing Workforce Development Board administered by the City of Long Beach, California, proposes a multi-strategic effort to help 400 parents connect to quality employment in strong, local industry sectors with H-1B-impacted occupations. The Advancing Long Beach Families Project (Project) will introduce a number of system changes with broad, lasting impact on the City's working parents, and immediate programmatic improvements within Pacific Gateway's WIOA services. Pacific Gateway is partnering with the City's Department of Health and Human Services and the Long Beach Early Childhood Education Committee (LBECE) to implement a system that removes financial and bureaucratic barriers that currently prevent parents from thriving. To further increase access, Pacific Gateway will pilot additional strategies: co-location of cohorts at childcare sites, development of childcare plans for each participant, expansion of online modality, and new pathway training programs. These project components will be developed and refined through a customer-centered design approach that builds on past success to deliver individualized services and strategies.

(8)	Projected Goals and Outcomes	
	a. Skills and Credential Attainment Outcomes / H-1B Alignment	Skills and Credential Fields: Logistics/Goods Movement, Healthcare, Hospitality, and Education
	b. Proposed Outcomes for Career Pathway and Job Placement Strategies	Outcomes surround new employment, increased employment, and career ladder movement for incumbent workers (intent to backfill with new or increased employment participants).
	c. Overview of System Level Outcomes	<ul style="list-style-type: none"> Community-wide assessment of childcare resources and gaps Development of new system that creates a single-payer to remove financial and bureaucratic barriers Pilot cohorts of training and childcare colocation Expansion of online training to create greater flexibility
(9)	Required Partners	<ul style="list-style-type: none"> Pacific Gateway Workforce Investment Network Long Beach City College Centro Community Hispanic Association, Inc. (nonprofit workforce development provider) Long Beach Early Childhood Education Committee Department of Health and Human Services
(10)	Optional Strategic Partners	<ul style="list-style-type: none"> Mayor's Office Public Libraries Department of Parks, Recreation, and Marine Chamber of Commerce Port of Long Beach Joint Forces Training Facility (Seal Beach, California) Los Angeles County, Department of Children and Family Services Long Beach Memorial Medical Center Miller Women's and Children's Hospital
(11)	Public Point of Contact Name, Title, Email, Telephone	Erick Serrato Deputy Director, Pacific Gateway Workforce Investment Board Email: Erick.Serrato@pacific-gateway.org Telephone: (562) 570-3762

**PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK
PERFORMANCE OUTCOMES**

	TARGETS FOR ALL PARTICIPANTS							
	Year 1: 25		Year 2: 150 (175)		Year 3: 150 (325)		Year 4: 75 (400)	
(1) Total Participants Served	Year 1: 25		Year 2: 150 (175)		Year 3: 150 (325)		Year 4: 75 (400)	
(2) Total Participants Enrolled in Education/Training Activities	Year 1: 20		Year 2: 100 (120)		Year 3: 100 (220)		Year 4: 75 (310)	
(3) Total Participants Completing Education/Training Activities	Year 1: 16		Year 2: 80 (96)		Year 3: 80 (176)		Year 4: 72 (248)	
(4) Total Participants Who Complete Education/Training Activities and Receive a Degree or Other Credential	Year 1: 13		Year 2: 30 (43)		Year 3: 25 (68)		Year 4: 17 (85)	
(5) Total Number of Unemployed Participants who Obtain Employment After Training Completion	Year 1: 10		Year 2: 55 (65)		Year 3: 55 (120)		Year 4: 30 (150)	
(6) Total Number of Incumbent Worker Participants that Advanced into a New Position After Training Completion	Year 1: 0		Year 2: 20 (20)		Year 3: 35 (55)		Year 4: 20 (75)	
(7) Total Number of Those Participants Employed at Enrollment Who Received a Wage Increase After Training Completion	Year 1: 0		Year 2: 20 (20)		Year 3: 20 (40)		Year 4: 15 (55)	
(8) Median Earnings Upon Training Completion for Targeted Population	Year 1: \$14.00		Year 2: \$14.00		Year 3: \$15.00		Year 4: \$16.00	
	Year 1: 85 (of 100 training slots)		Year 2: 150 (75%)		Year 3: 248 (80%)		Year 4: 310 (78%)	

**PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK
WORK PLAN**

PROGRAM LEVEL / SYSTEMS LEVEL ACTIVITIES			COSTS		TIME	
Activity #1	Strategic planning of initiative	Implementer	Strategy Total:	\$50,000	Start Date:	July 2016
Activity #1 Deliverables	Strategic plan for implementation	Pacific Gateway	Strategy Total:	\$50,000	End Date:	December 2016
Activity #2	Develop single-payer system for childcare available to parents in training activities	Long Beach Department of Health and Human Services Long Beach Early Childcare Education Committee (LBECE)	Strategy Total:	\$1,590,000	Start Date:	July 2016
Activity #2 Deliverables	Launch of new system • Qualified list of providers • Policies and	• Pacific Gateway Fiscal Staff • LBECE	Strategy Total:	\$1,590,000 Year 1: \$240,000 Year 2: \$550,000 Year 3: \$400,000 Year 4: \$400,000	End Date:	June 2020
					Milestones:	Systems Launch-September 2016

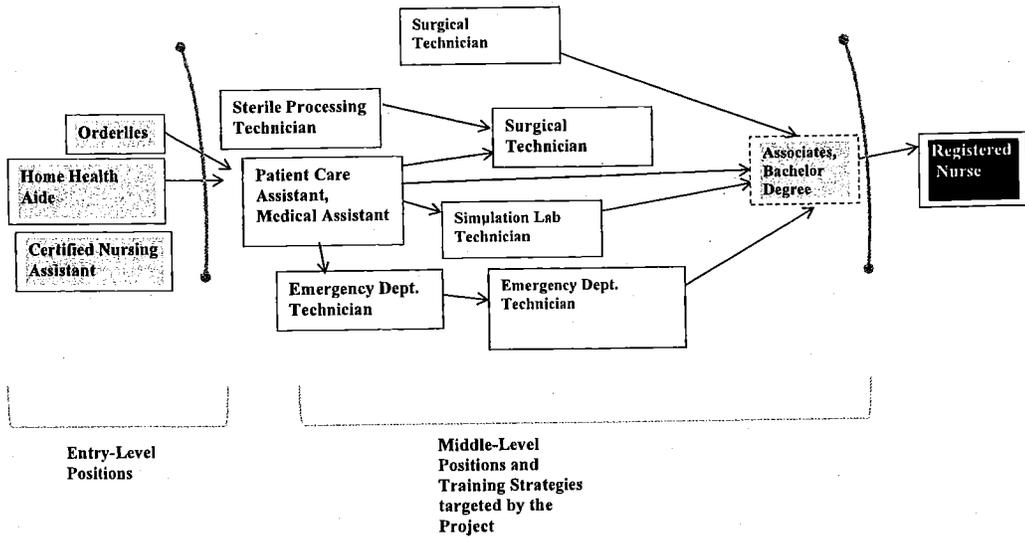
	protocols • Invoicing systems • Customer-focused interface • Deployment of \$900,000 of childcare				Outcomes:	New system and structure
					Anticipated Outcomes:	\$900K of childcare effectively delivered through new system
Activity #3	Co-located training cohort pilots		Strategy Total:	\$350,000	Start Date:	October 2016
Activity #3 Deliverables	• Identify sites, establish agreements • Identify training • Recruit parents from school/childcare sites • Provide training and childcare at site		Strategy Total:	\$350,000 Year 1: \$50,000 Year 2: \$100,000 Year 3: \$100,000 Year 4: \$100,000	End Date:	March 2020
					Milestones:	Identifying Sites: 8/16; 6/17; 6/18 Recruitment – 11/16; 9/17; 9/18 Training – 1/17; 10/17; 10/18 3 successful cohorts
					Outcomes:	
					Anticipated Outcomes:	• 60 participants in training • Childcare provided to 60 families during collocated training
Activity #4	Develop expanded online content	Pacific Gateway	Strategy Total:	\$60,000	Start Date:	July 2016
Activity #4	• Identify content	Pacific Gateway	Strategy Total:	\$60,000	End Date:	September 2017
					Start Date:	July 2016

Deliverables	<ul style="list-style-type: none"> for development • Work with technology consultant to create video and online modules • Deploy 		Year 1: \$40,000 Year 2: \$20,000 Year 3: 0 Year 4: 0	End Date: September 2017 Milestones: Content completion – 8/16; 7/17 Outcomes: New online modality added to three trainings Anticipated Outcomes: Reduction of 10% in-class time through online application	
Activity #5	Develop new pathway programs in key sectors	Pacific Gateway	Strategy Total:	\$1,500,000	Start Date: July 2016 End Date: June 2020
Activity #5 Deliverables	<ul style="list-style-type: none"> • Convene employers to identify skills gaps • Aggregate LMI • Coordinate with training providers around pathway development • Illustrate pathway opportunities • Train staff around pathway • Develop new 	Pacific Gateway Training Providers (LBCC)	Strategy Total: \$1,500,000 Year 1: \$400,000 Year 2: \$400,000 Year 3: \$400,000 Year 4: \$300,000	Start Date: July 2016 End Date: June 2020 Milestones: Curricula development – 7/16; 1/17; 6/17; 11/17; 4/18; 9/18; 4/19 Outcomes: Development of curricula for training and sector-focused seminars.	

	material with Pathway Managers <ul style="list-style-type: none"> • Design content for workshops and seminars 					
Activity #6	Systems Level Change Process	Long Beach Early Childhood Education Committee Department of Health and Human Services	Strategy Total:	\$250,000	Start Date: January 2017 End Date: June 2020	
Activity #6 Deliverables	Systems Change: <ul style="list-style-type: none"> • System Navigation Database • Childcare System for Nontraditional Hours • Transitional Kindergarten Integration / Balance 	Long Beach Early Childhood Education Committee Department of Health and Human Services	Strategy Total: \$250,000 Year 1: \$25,000 Year 2: \$25,000 Year 3: \$200,000 Year 4:	Start Date: January 2017 End Date: June 2020 Milestones: Progress towards systems change Outcomes: Navigation system implemented Nontraditional childcare system Transitional Kindergarten opportunities for integration with center and home-based systems		

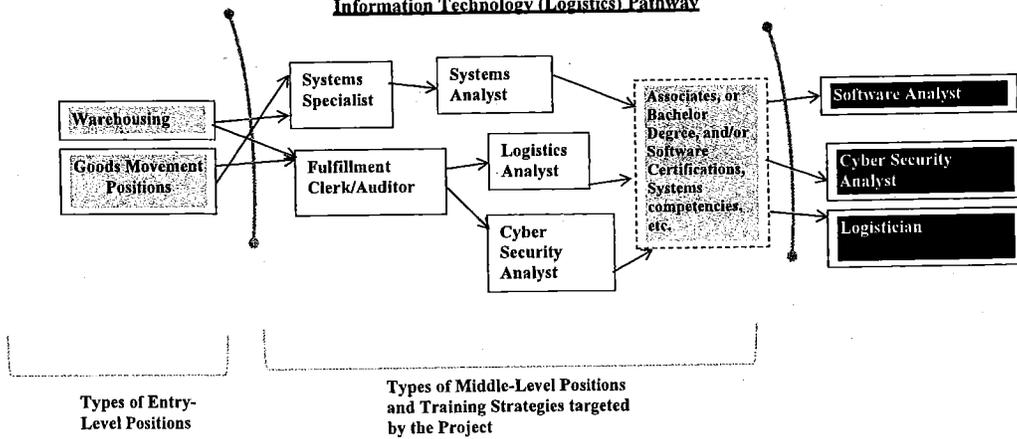
Attachment: Graphic Display of Career Pathway

Healthcare/Registered Nurse Pathway



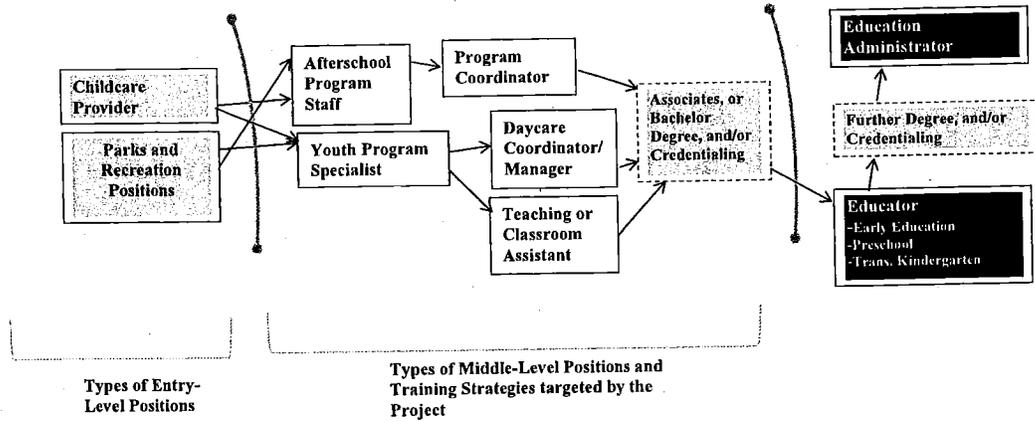
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Information Technology (Logistics) Pathway

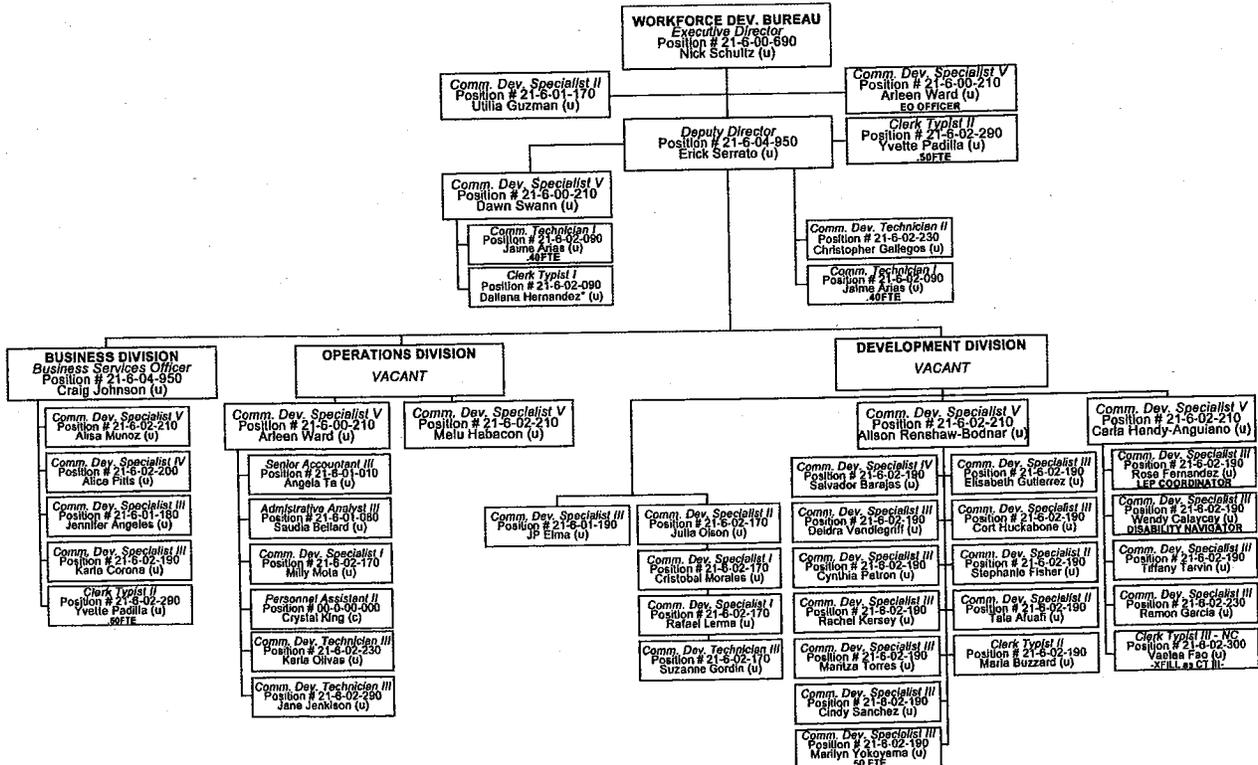


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Educational Services Pathway



HG28534_Mod0_Page 70



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**City of Long Beach Department of Health and Human Services
Early Childhood Education Coordinator Job Description**

Essential Functions

The following list represents some of the essential functions of the position. Assignments may vary.

- o Create effective strategies for marketing and communicating the early literacy goals.
- o Collaborate with an array of city and community groups and agencies to ensure that programming for early childhood users is in place.
- o Serve as City liaison to the Long Beach Early Childhood Education Committee.
- o Collaborate with organizations such as the Long Beach Early Childhood Education Committee to increase opportunities for professional development for caregivers of young children.
- o Foster collaborations with families, caregivers, public schools, community agencies, and related organizations to promote early literacy workshops, library use, and library program attendance.
- o Gather information and data on gaps in knowledge and services for early by conducting community surveys; develop and implement strategies to address identified concerns.
- o Facilitate, coordinate and provide oral presentations to businesses, community organizations, families and caregivers to promote early learning and explain existing services and programs.
- o Conduct a variety of studies; develops compile and analyze statistical data; maintain records and prepare reports.
- o Assist in developing and implementing training regarding effective early literacy programming for the Health Department, Library, Parks, Recreation and Marine and other appropriate City Departments.
- o Provide related data, information, reports, and deliverables to the appropriate city officials
- o Attend meetings and trainings as necessary.

Core Competencies

The following list represents some of the core competencies for this position.

Ability to Work Independently

Drives self to complete work without expectations of monitoring or help; is resourceful and independent; capable, resourceful and inventive when tackling work.

Analytical Skills

Analyzes a wide variety of data and information to identify trends and develop forecasts.

Communication Skills

Understands the importance of keeping appropriate people informed; adjusts level, style, and pace of communication to the audience; prepares effective written communication and reports.

Cooperate and Collaborate

Initiates new and productive alliances; reaches across organizational boundaries to strengthen cooperative efforts.

Interpersonal Skills

Responsible for on-going relationship management with a variety of contacts; nurtures relationships with other professionals, managers, and those outside the organization.

Education and/or Experience

Education: Bachelor's degree required, master's degree preferred in public policy, social work, early childhood education, public administration or related field.

Experience: Four years of professional experience in support of community and coalition building, developing childhood education programs or program management.

**PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK
EVALUATION STATEMENT**

If awarded federal funding under this solicitation, Pacific Gateway Workforce Investment Network and all partners, if necessary, will participate Federal evaluation of the Strengthening Working Families Initiative grant program. We understand that the evaluation may include an experimental impact evaluation where eligible participants will be randomly assigned to the program or to a control group that does not receive the program.

March 14, 2016

Nick Schultz
Executive Director
Pacific Gateway Workforce Investment Network
3447 Atlantic Avenue, 3rd Floor
Long Beach, CA 90807



RE: PARTNER / EMPLOYER LETTER - STRENGTHENING WORKING FAMILIES INITIATIVE

Dear Mr. Schultz,

Centro Community Hispanic Association, Inc. (Centro CHA) is submitting this letter to the City of Long Beach's Pacific Gateway Workforce Investment Network (Network) to express our partnership commitment and willingness to act as an employer for the Strengthening Working Families Initiative in Long Beach. Centro CHA will have an active role in the Initiative in two very distinct ways – as a partner that actively assists with reaching and identifying the target population, reaching employers, as well as by participating as an employer agency. As you know, Centro CHA focuses on providing positive family strengthening, youth development through workforce development, college access, civic engagement, pathways to citizenship, and safe summer programming alternatives that address youth violence prevention in our hardest-to-serve communities.

Since 1992, Centro CHA has contributed extensively to the well being of low-income youth, families, and neighborhoods in the City through its commitment to enhancing the lives, traditions, culture, and education of underrepresented low-income residents. A recognized leader at the local and state levels, Centro CHA is a grassroots community-based nonprofit organization. Services are focused in neighborhoods where Hispanic youth and adults are the most impacted among all residents in terms of high rates of gang violence, unemployment, poverty, issues of citizenship, and the lowest levels of educational attainment. Although Centro CHA's main focus is on serving the Hispanic population (correlated and aligned to the overall population of Long Beach), our agency has its doors open for ALL interested and eligible young people and adults who desire any of our services.

Centro CHA exists with a mission to support youth of color and promote healthy youth development through higher education, career development, and programming strategies that focus on violence prevention. Since 2002, Centro CHA has served as the leading community-based workforce development and job-training provider in Long Beach. We are a recognized leader in developing specialized educational, employment services, and linkages to access health and human services (e.g. CalFresh, Covered California, reproductive health services, and education), community services, citizenship services, record expungement, intensive case management, youth mentoring services, civic engagement and supportive services to reduce barriers to employment and education.

As the local nonprofit provider of workforce development services, it is important to note that Centro CHA is a USDOL-funded Face Forward 2 agency, as well as brings decades of experience administering WIA and now WIOA youth services. Our wheelhouse has always surrounded out-of-

school / disconnected youth and during various grant cycles, in-school youth. We strive to create relationships with individuals needing a host of wrap around services to include education, occupational training, supportive services, and more. Our service structure includes working with the hardest-to-serve individuals, some coming from incarceration back into the community. We agree that our City needs services such as those available under Strengthening Working Families, and we are excited about the opportunity to serve a population that often goes unserved.

Centro CHA is a collaborative partner with many local agencies – a hallmark of its existence. We realize that working collaboratively is paramount to simply offering services in Long Beach. With funding from a diverse range of investors both public and private, Centro CHA has provided several innovative cultural and linguistic program services, developed violence prevention advocacy campaigns and implemented community-wide crime reduction and youth development initiatives to create safe and healthy places for youth and families to live and thrive. Our goal is to ensure that the holistic issues of each youth and their families are addressed and provided a continuum of care not addressed in an isolated and encapsulated approach.

For the Strengthening Working Families Initiative led by your agency, we are committed to the following:

- Providing outreach and recruitment services throughout Long Beach, especially in the areas where families with children struggle to make the connection between work and childcare;
- Pre-screen families for participation and provide the appropriate referrals for program participation;
- Work with participating families to ensure that progression towards removing barriers is taking place; and,
- When available, serve as an employer for parents who are interested in and eligible for any staff positions Centro CHA has during the life of the grant, if awarded, and give Strengthening Working Families Initiative parents the first access to open jobs.

We thank you in advance for seeing the value of our partnership in the proposed project, and look forward to working closer with the Network in the coming months and years. If you have any questions, I can be reached via email at Jessica@CentroCHA.org or via telephone at (562) 612-4180.

Sincerely,



Jessica Quintana, Executive Director



March 15, 2016

Nick Schultz
Executive Director
Pacific Gateway Workforce Investment Network
3447 Atlantic Avenue, 3rd Floor
Long Beach, CA 90807

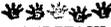
RE: MANDATORY CHILDCARE PARTNER - STRENGTHENING WORKING FAMILIES INITIATIVE

Dear Mr. Schultz,

The Long Beach Early Childhood Education Committee is providing this letter to the City's Pacific Gateway Workforce Investment Network to express our partnership commitment for the Strengthening Working Families Initiative. For the purposes of this proposal submission, this will serve as the required documentation for mandatory partners under the Childcare and Other Early Childhood Education area. The mission of the Long Beach Early Childhood Education Committee rests on ensuring that all children in Long Beach grow up healthy, safe and educated by: 1) Increasing the quality of and accessibility to affordable early childhood education services; 2) Expanding early childhood education resources to meet the needs of families; and 3) Increasing public awareness of the future economic, social, and educational impact of early childhood education. The vision of the Committee complements the mission - the Long Beach community will be a place where all children in Long Beach will be healthy, safe, and educated.

Established in 2003, the Committee is a broad-based partnership comprised of educators, advocates, and caregivers of children up to age five who work together to promote high quality early care and education in our community. Members represent local nonprofit organizations, child development centers, preschools, family childcare providers, the education community (e.g. Long Beach Unified School District and Long Beach City College), the Long Beach Public Library, philanthropic organizations, faith-based organizations, various City commissioners, and the City itself – a true cross-disciplinary and inclusive collaboration of partners whose mission is to further the early care and education of all children in Long Beach by enhancing the quality of services, building capacity to meet the needs of families, and expanding the base of available resources.

All Committee members are volunteers. The Committee raises funds for each of its projects and events. The Executive Board is comprised of recognized leaders in the early childhood education community and provides oversight for the Committee's activities and progress toward the goals and objectives of the Committee's Community Plan. Currently, the Committee's membership includes, but is not limited to, the following:


LONG BEACH
Early Childhood Education Committee
Children Will Be Healthy, Safe and Housed
Serving Children 0 - 5

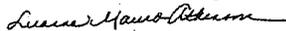
- Comprehensive Child Development, Inc. (Fiscal Sponsor)
- Long Beach Day Nursery
- Young Horizons
- ChildNet Youth and Family Services
- Pacific Asian Counseling Services
- For The Child
- Little Owl Preschool
- Long Beach City College, Child Development Center and Lab Schools
- Long Beach Community Improvement League
- Long Beach Unified School District
- Los Angeles County Department of Children and Family Services
- Los Angeles Universal Preschool
- Un Mundo de Amigos Preschool
- YMCA of Greater Long Beach
- National Council of Jewish Women

The Committee is primed to provide access and collaboration among the most active childcare agencies in the City, as well as work to convene and involve as many key stakeholders as possible. The main function will be to:

- Provide avenues for outreach and recruitment for eligible families – the Committee’s reach is estimated to be more than 10,000 families in the City;
- Provide a forum for the convening and collaboration of agencies around the systems level programming – the Committee can be the hub of all systems level work; and,
- Serve as the liaison with the City’s Department of Health and Human Services and the Community Program Specialist III’s work in Long Beach.

We are excited about this opportunity, and as a funded partner, we will ensure that applicable performance is guided in successful directions and our work helps to drive change forward in Long Beach. If you have any questions, we can be respectively reached at lmauroatkinson@lbschools.net and jturvey@childnet.net.

Sincerely,



Luanne Mauro-Atkinson, Co-Chair
Long Beach Unified School District



Julie Turvey, Co-Chair
ChildNet Youth and Family Services

March 15, 2016

Nick Schultz
Pacific Gateway Workforce Development Board
3447 Atlantic Avenue
Long Beach, CA 90807

Dear Mr. Schultz,

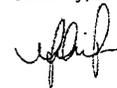
I write in support of your application to the Department of Labor Strengthening Families program, which aims to couple quality training with the supportive services to help unemployed and underemployed individuals obtain employment in sectors of the local economy that are strong and growing.

Pacific Gateway and Long Beach City College have a longstanding partnership, having trained thousands of Long Beach residents in a variety of industry-based training programs. At the heart of our partnership is a commitment to develop employer-led training programs that meet skills gap and lead to quality employment.

We look forward to our enhanced partnership under the Strengthening Families program. Your proposal includes more than \$200,000 in training, and other funds to help shape existing curricula to be responsive to the needs of employers and participants. We look forward to using this training resource efficiently, developing meaningful training strategies based on what employers identify as current and emerging needs. We appreciate your commitment in partnering with Long Beach City College as your primary source of training.

If you need additional information, please contact me at 562-938-3217 or minfusino@lbcc.edu.

Sincerely,



Melissa Infusino
Director, Workforce Development



CITY OF LONG BEACH

DEPARTMENT OF HEALTH AND HUMAN SERVICES

2525 GRAND AVENUE • LONG BEACH, CALIFORNIA 90815 • (562) 570-4000 • FAX: (562) 570-4048



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

March 14, 2016

Nick Schultz
Executive Director
Pacific Gateway Workforce Investment Network
3447 Atlantic Avenue, 3rd Floor
Long Beach, CA 90807

March 14, 2016

Nick Schultz
Executive Director
Pacific Gateway Workforce Investment Network
3447 Atlantic Avenue, 3rd Floor
Long Beach, CA 90807

RE: REQUIRED PARTNER - STRENGTHENING WORKING FAMILIES INITIATIVE

RE: PARTNER / EMPLOYER LETTER - STRENGTHENING WORKING FAMILIES INITIATIVE

Dear Mr. Schultz,

Dear Mr. Schultz,

The City of Long Beach Department of Health and Human Services (LBDHHS) is providing this letter to the City's Pacific Gateway Workforce Investment Network (Network) to express our partnership commitment for the Strengthening Working Families Initiative. For the purposes of this proposal submission, this will serve as the required documentation for mandatory partners under the Childcare and Other Early Childhood Education area. The LBDHHS is the hub for the City's positions of Community Program Specialist III, one currently general-fund secured for a .5 FTE position and the second position for a 1.0 FTE proposed through this grant. The childcare coordination and collaboration falls under the purview and direction of our department.

The YMCA of Greater Long Beach is providing this letter to the Pacific Gateway Workforce Investment Network to express our partnership commitment and willingness to act as a thought partner, outreach partner, and employer for the Strengthening Working Families Initiative in Long Beach. The mission of the YMCA of Greater Long Beach's Early Childhood Education Programs is to passionately serve communities to develop a stronger future and to provide children with access to quality childcare programs that help them develop school readiness skills.

The LBDHHS is a convener of community projects and initiatives, as well as a partner on many projects annually. Representatives from various divisions and programs serve as community liaisons, sources of outreach and recruitment, and resources for referrals. Such programs are the Black Infant Health Program; Best Start Central Long Beach; Child Lead Poisoning Program; Maternal, Child, and Adolescent Health Program; Safe to Sleep Program; and the Medi-Cal Outreach and Health Access Program.

The YMCA's Early Childhood Education Programs are designed to develop children's love for learning, discovering and growth while at the same time providing available support systems to the families we serve, especially those working to balance career and childcare. We believe in developing all areas of a child including; literacy, language and social development by providing consistent interactions with children and supporting group learning in loving, nurturing and safe environments. We partner with organizations and institutions, like Pacific Gateway, whose mission is to increase the quality of care for young children in order to provide the best education while supporting family needs.

For the Strengthening Working Families Initiative led by Pacific Gateway, we are committed to working closely with staff and ensuring that our partnership lends to achieving the goals and performance outcomes outlined in the proposal. We are happy to also provide outreach and recruitment services and refer families for participation, as well as serve as the center for systems level activities that will positively affect the early learning and childcare landscape in Long Beach.

We thank you in advance for seeing the value of our partnership in the proposed project, and look forward to working closer with the Network in the coming months and years. If you have any questions, I can be reached via email at Kelly.Colopy@longbeach.gov.

Sincerely,

Kelly Colopy
Director of Health and Human Services

YMCA EARLY CHILDHOOD EDUCATION
3605 Long Beach Boulevard, Suite 210
P 562 279 1624 F 562 279 1628



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

Our program recognizes that children develop and grow individually in the following areas:

- **Physical:** (for healthy development children need healthy bodies) Nutrition, exercise, rest, and attention to health and safety are all incorporated into our curriculum;
- **Cognitive:** (thinking, problem solving, laying the groundwork for later academic success) To help children become confident learners by letting them try out their own ideas and experience success, and by helping them acquire learning skills such as the ability to solve problems, ask questions, and use words to describe their ideas, observations, and feelings;
- **Social:** (family, friends, relationships) To help children feel comfortable in school, trust their new environment, make friends, and feel they are a part of the group. Children grow up as members of families, cultures, and societies. Problem solving skills and opportunities to practice social skills are integrated throughout the day;
- **Creative:** (art, music, movement, building, storytelling, etc.) Young children express themselves in many ways. We provide opportunities and materials with which to create. Our focus is on the process and joy of creation rather than the product; and
- **Emotional:** To help children experience pride and self-confidence, develop independence and self-control, and have a positive attitude toward life. They look to the adults in their world to mirror this for them. We work together with the parent to make every child know they are important human beings.

For the Strengthening Working Families Initiative led by Pacific Gateway, we are committed to the following:

- Providing outreach and recruitment services throughout the YMCA's program sites and refer families for participation; and,
- When available, serve as an employer for parents who are interested in and eligible for any staff positions has during the life of the grant, if awarded, and give Strengthening Working Families Initiative parents the first access to open jobs with our agency, especially those working in early education pathways careers certified by H-1B industry standards.

YMCA EARLY CHILDHOOD EDUCATION
3605 Long Beach Boulevard, Suite 210
P 562 279 1624 F 562 279 1629

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FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

It is our desire to attract, develop, and retain outstanding and inspired staff who are representative of the diverse communities we serve and dedicated to fulfilling the mission of the YMCA. Our committed team of staff and volunteers is the driving force behind our success. We ensure that our staff is equipped with the knowledge and resources they need to be as effective as possible in the areas of youth development, healthy living and social responsibility. The YMCA's comprehensive staff development model includes a broad spectrum of opportunities including a variety of training options, career paths and professional development. We thank you in advance for seeing the value of our partnership in the proposed project, and look forward to working closer with the Network in the coming months and years. If you have any questions, I can be reached via email at Andrea.Sulsona@lbymca.org.

Sincerely,

Andrea Sulsona
Executive Director
Early Childhood Education Programs

YMCA EARLY CHILDHOOD EDUCATION
3605 Long Beach Boulevard, Suite 210
P 562 279 1624 F 562 279 1629

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March 14, 2016

Nick Schultz
Executive Director
Pacific Gateway Workforce Investment Network
3447 Atlantic Avenue, 3rd Floor
Long Beach, CA 90807

RE: PARTNER / EMPLOYER LETTER - STRENGTHENING WORKING FAMILIES INITIATIVE

Dear Mr. Schultz,

Un Mundo de Amigos Preschool is providing this letter to the Pacific Gateway Workforce Investment Network to express our partnership, commitment and willingness to act as a thought partner, outreach partner, and employer for the Strengthening Working Families Initiative in Long Beach. The mission of Un Mundo de Amigos Preschool is to develop active thinkers in a balanced learning environment that inspires children of diverse backgrounds to fulfill their unlimited potential, while changing the shape and availability of preschool for all children through a focused program and partnerships with parents and community leaders.

The primary focus of Un Mundo de Amigos (UMDA) Preschool is the healthy and happy development of the complete child – social, emotional, physical, cognitive and creative. Our child-centered philosophy allows children to learn through play by exploring their environment at their own developmental pace. Our school is founded on the principle that the best education for young children will result from a partnership between parents, teachers, and children who work to provide a caring, trusting, and noncompetitive environment in which our children can flourish as individuals and friends.

Our program recognizes that children develop and grow individually in the following areas:

Emotionally: To help children experience pride and self-confidence by offering experiences which foster the development of healthy attitudes and feelings. To provide opportunities for children to participate in group and individual activities that allow them to express and share, and develop independence and self-control, which encourages them to become an individual member of the group, achieve satisfying personal relationships and create positive attitudes toward life.

1480 Long Beach BLVD. Long Beach, CA 90813 T: 562 591-3666 F: 562 591-3668

Socially: To introduce children to an environment that is structured and consistent, allowing them to feel comfortable in school and trust their new environment. To help children make friends and feel they are a valuable part of the group. To help children develop and identify appropriate social behaviors and to allow children to have fun and enjoy social situations.

Linguistically: To provide experiences that encourage children's progress in learning to use language effectively as a means of communication, as a tool for thought and learning, and as a resource for self-expression; and to begin to develop an understanding of the relationship between the spoken and written word.

Cognitively: To help children become confident learners by allowing them to explore their own ideas and experience success. To help them acquire learning skills that will allow them to be critical thinkers, problem solvers and allow them to use words and pictures to describe their observations, ideas and feelings.

Physically: To help children improve their fine and gross motor skills. To help them identify how their bodies can move and strengthen the concept of self through increased body awareness and mastery.

Nutritionally: To provide an environment where habits of good health, hygiene and nutrition are identified and practices are established through routines.

Musically: To develop children's appreciation and natural feelings for rhythm and movement by engaging in opportunities of free expression through music, dance and play.

Creatively: To develop children's imagination, originality, and creative processes by providing an environment where their senses are stimulated, they have opportunities to make their own choices, and time for fantasy and dramatic play is viewed as important.

Un Mundo de Amigos Preschool partners with organizations and institutions, like Pacific Gateway, whose mission is to increase the quality of care for young children in order to provide the best education while supporting family needs. For the Strengthening Working Families Initiative led by Pacific Gateway, we will:

Provide outreach and recruitment services at Un Mundo de Amigos Preschool, refer families for participation, and serve as an employer for parents who are interested in and eligible for any staff positions has during the life of the grant, if awarded.

Thank you in advance for seeing the value of our partnership in the proposed project. We look forward to working together in the coming months and years. If you have any questions, I can be reached via email at levans@unmundodeamigos.com

Sincerely,



Lindsey Evans
Director
Un Mundo de Amigos Preschool

**LONG BEACH MEMORIAL
COMMUNITY HOSPITAL LONG BEACH**
Miller Children's Hospital Long Beach
MEMORIALCARE HEALTH SYSTEM

March 15, 2016

Nick Schultz
Pacific Gateway Workforce Development Board
3447 Atlantic Avenue
Long Beach, CA 90807

Dear Mr. Schultz,

I write in support of your application to the Department of Labor Strengthening Families program, which aims to couple quality training with the supportive services to help unemployed and underemployed individuals obtain employment in sectors of the local economy that are strong and growing.

Long Beach Memorial Medical Center and Millers Children's Hospital has been partners with Pacific Gateway for several years. In 2011, we partnered for the highly successful H-1B grant which helped train and place more than 740 unemployed and incumbent workers. A majority of those participants were connected to jobs here at Memorial Medical Center.

It is our hope that we can again partner with Pacific Gateway to build on this success. In support of the program, we will help train and place approximately 60 individuals, in Patient Care Assistant and other roles through Customized Training, and coordinate with Pacific Gateway to make available our open positions for use in On-the-Job training programs.

If I can be of further help, please let me know. I can be reached at (562)933-0338.

Sincerely,



Susan Crockett
Director, Clinical and Workforce Training

EXHIBIT B
Pacific Gateway Workforce Investment Network
SCOPE OF WORK
Strengthening Working Families Initiative
(H-1B VISA FUNDS)

CONTRACTOR: Centro Community Hispanic Association, Inc.
(Hereinafter referred to as "Contractor")

TERM: July 1, 2016 – June 30, 2020

AMOUNT: Not to Exceed \$140,000

This project funded by the H-1B VISA Funds (CFDA 17.268) is administered by Pacific Gateway, an administrative entity of the City of Long Beach. Centro Community Hispanic Association, Inc., herein after referred to as Contractor, shall administer the services described in this agreement.

A. SCOPE OF WORK AND PROJECT BUDGET

Under this agreement, Contractor agrees to perform the following tasks:

Service/Deliverables	Budget
Outreach and recruitment of program participants.	
Case management of approximately 400 participants.	
Create and maintain file system for participants.	

B. PROJECT PERFORMANCE REQUIREMENTS

Contractor must maintain documentations relative to the project activities. Contractor must submit to Pacific Gateway a summary of all project activities. If Contractor cannot fulfill the obligations of this agreement, Contractor must notify Pacific Gateway's Program Manager in writing immediately. Underperformance by the Contractor shall permit the City to unilaterally cancel this agreement or, in the alternative, de-obligate funds up to the amount of the under expenditure/underperformance.

C. TECHNICAL ASSISTANCE, MANDATORY MEETINGS AND PROGRAM MANAGEMENT

Pacific Gateway shall provide program and administrative assistance to Contractor to ensure that project goals are met. This includes project overview and technical assistance. Contractor will be required to participate as an active and vested partner in mandatory meetings, trainings, and/or staff development sessions.

Pacific Gateway will review contractor's performance on a regular basis, as determined by the Program Manager, to ensure that program goals are met. If contractor cannot fulfill the obligations of this contract, Pacific Gateway's designated Program Manager must be notified in writing immediately.

D. FINANCIAL REPORTING/INVOICING

Payments will be based upon demonstration of attainment of key deliverables noted in Section A above. Monthly Activity Reports demonstrating progress toward these deliverables must accompany each invoice, as verified by Pacific Gateway program manager. Contractor will ensure invoices are accurate and submitted quarterly. Pacific Gateway, 3447 Atlantic Avenue, Long Beach CA 90807, *Attention: Mildred Mota*.

E. GENERAL INFORMATION:

1. Unallowable Activities and Costs

Contractor shall comply with the following guidelines per Pacific Gateway, 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 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.

2. **WIA/WIOA and Similar Programs Contract Clauses**

Contractor shall administer contract within the policies and procedures mandated by the Workforce Investment Act/Workforce Innovation and Opportunity Act, and Pacific Gateway and agrees to comply with the following WIA/WIOA (and similar programs) 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.

3. **Administrative Dispute Resolution**

Pacific Gateway and Contractor 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 Pacific Gateway'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.

4. **Nepotism**

Contractor 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 Contractor.

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.

F. **GENERAL PROVISIONS OF WIA/WIOA**

Veterans' Priority Provisions: WIA/WIOA and similar 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 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/WIOA and similar funds, 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 and similar funds 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.

MH:AM 10/24/16