

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

CONTRACT

36016

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3 THIS CONTRACT ("Contract") is made and entered into, in duplicate,
4 effective as of August 26, 2021, for reference purposes only, pursuant to a minute order
5 adopted by the City Council of the City of Long Beach at its meeting held on August 24,
6 2021, by and between INFOTECH INSTITUTE, INC. DBA HEALTHCARE CAREER
7 COLLEGE, a Nevada corporation ("Contractor"), with offices located at 8527 Alondra Blvd.,
8 Suite 174, Paramount, California 90723, and the CITY OF LONG BEACH, a municipal
9 corporation ("City") and administering entity for Pacific Gateway Workforce Innovation
10 Network.

11 WHEREAS, City submitted an application ("Application") to the Employment
12 Development Department of the State of California (the "State"), for funds to provide
13 meaningful training and employment opportunities for economically disadvantaged,
14 unemployed and underemployed persons consistent with the Workforce Investment Act of
15 1998 ("WIA") codified as Section 504 of the Rehabilitation Act, 29 U.S.C. 794(d) and all
16 regulations, directives, policies, procedures and amendments issued thereto and/or
17 legislation, regulations, policies, directives, and/or procedures which may replace the
18 Workforce Investment Act; and

19 WHEREAS, Congress reauthorized the Workforce Investment Act of 1998
20 on July 22, 2014 as the "Workforce Investment and Opportunity Act (WIOA)" to provide
21 workforce innovation activities, through statewide and local workforce innovation systems
22 such as Pacific Gateway Workforce Innovation Network (PGWIN), administered by the City
23 of Long Beach; and

24 WHEREAS, the Application was approved by the State and a Workforce
25 Investment Act/Workforce Innovation and Opportunity Act subgrant has been executed by
26 and between the State and the City authorizing such programs and providing the funding
27 therefore under Workforce Investment Act/Workforce Innovation and Opportunity Act
28 Master Subgrant Agreement which has been designated as CFDA Nos. 17.258, 17.268,

1 17.277, and 17.278 the (together the "Prime Contract"); and

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

5 WHEREAS, City is willing to utilize Contractor to provide occupational skills
6 and clinical training;

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

9 1. DOCUMENT INCORPORATION.

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

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

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

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

25 C. Contractor hereby agrees to assume full responsibility for the
26 performance of the operation, coordination and administration of such program
27 pursuant to all the terms and conditions of the exhibits to the extent that said
28 documents are applicable to the delivery of services by Contractor hereunder; and

1 the parties hereto agree to perform all duties, obligations and tasks to be performed
2 by each party under the Contract Documents.

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

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

9 2. TERM.

10 A. The term of this Contract ("Term") shall be deemed to have
11 commenced as of May 4, 2018, and unless sooner terminated pursuant to the
12 provisions hereof, shall terminate on December 31, 2021. Either of the parties
13 hereto shall have the right to terminate this Contract in its entirety at any time during
14 the Term for any or no reason whatsoever by giving fifteen (15) days prior written
15 notice of termination to the other party. City shall have the additional right to cancel
16 any part of this Contract at any time during the Term for any reason whatsoever by
17 giving fifteen (15) days' notice of such cancellation to the Contractor.

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

27 3. AWARD UNDER SPECIAL CONDITIONS. The City may award a
28 contract under special conditions if it determines the Contractor as "high risk" under the

1 following categories:

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

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

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

21 4. PERFORMANCE REVIEW.

22 A. After each quarter during the Term, the City will conduct a
23 review of Contractor's performance by comparing the Contractor's planned
24 performance and/or contract earning levels with the actual performance and
25 contract earning levels achieved by Contractor. If the Contractor is ten percent
26 (10%) or more below their planned total at the end of the first quarter or any quarter
27 thereafter, the City has the right to unilaterally cancel the contract or de-obligate
28 funds up to the amount of the under expenditure or underperformance.

1 Alternatively, upon review and approval of the City, Contractor may be allowed to
2 submit a corrective action plan demonstrating that program performance is
3 attainable and expenditure levels can be met. At the discretion of the City,
4 Contractor may be allowed to continue program services.

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

9 5. CONTRACT AMOUNT AND PAYMENT.

10 A. The total amount which shall be payable by City to Contractor
11 for Contractor's allowable services during the Term shall not exceed Three Hundred
12 Thirty-Five Thousand Dollars (\$335,000).

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

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

1 contract. The agent or representative of Contractor who signs as the maker of
2 checks or drafts or in any manner authorizes the disbursement of said funds or
3 expenditure of same shall be covered by a blanket fidelity or comprehensive crime
4 bond regarding the handling of said funds in an amount set out in Section 13,
5 paragraph E of this Contract.

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

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

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

25 G. Public or private non-profit contractor revenues in excess of
26 costs are considered program income or profits in accordance with Code of Federal
27 Regulations definition of "Income" pursuant to 29 CFR 97.32(2). When authorized,
28 program income may be added to the funds committed to the grant agreement. The

1 program income shall be used for the purposes and under the conditions of the grant
2 agreement or as amended unless the Governor of the State of California requires
3 that such income be turned over to the State.

4 6. RECORDS.

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

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

16 7. FINANCIAL REPORTS.

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

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completed said close-out procedures.

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

8. ACCOUNTING PROCEDURES.

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

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

- i. Maintain a bank account and perform monthly bank reconciliations.
 - (a) Deposit all receipts in the bank account promptly and intact.
 - (b) Do not pay any expense directly out of cash receipts.

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

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

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

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

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

(c) Approve employee time sheets.

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

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

(a) Original invoice from each vendor.

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

(c) Indication that the goods or services were approved for purchase by an authorized individual. This should be by signature and date and should appear on the invoice or on the

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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.
- (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

1 not, at any time, hold itself out or in any manner represent that Contractor or any of its
2 agents, volunteers, subscribers, members, officers or employees are in any manner the
3 officers, employees or agents of the City or the Pacific Gateway Workforce Innovation
4 Network (Network), an unincorporated non-profit association. Contractor shall not have
5 any authority to bind the City or Network at any time or for any purpose. Contractor nor
6 any of Contractor's officers, employees or agents shall have any power or authority as
7 agents or employees of the City or Network and shall not be entitled to any of the rights,
8 privileges or benefits of a City or Network employee.

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

24 11. INDEMNITY.

25 A. Contractor shall indemnify, protect and hold harmless City, its
26 Boards, Commissions, and their officials, employees and agents ("Indemnified
27 Parties"), from and against any and all liability, claims, demands, damage, loss,
28 obligations, causes of action, proceedings, awards, fines, judgments, penalties,

1 costs and expenses, including attorneys' fees, court costs, expert and witness fees,
2 and other costs and fees of litigation, arising or alleged to have arisen, in whole or
3 in part, out of or in connection with (1) Contractor's breach or failure to comply with
4 any of its obligations contained in this Agreement, including any obligations arising
5 from the Project's compliance with or failure to comply with applicable laws, including all
6 applicable federal and state labor requirements including, without limitation, the
7 requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful acts,
8 errors, omissions or misrepresentations committed by Contractor, its officers,
9 employees, agents, subcontractors, or anyone under Contractor's control, in the
10 performance of work or services under this Agreement (collectively "Claims" or
11 individually "Claim").

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

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

26 D. The provisions of this Section shall survive the expiration or
27 termination of this Agreement.

28 12. EMPLOYMENT TRAINING ACT CLAUSES. Contractor shall

1 administer contract within the policies and procedures mandated by the Workforce
2 Investment Act of 1998, subsequently reauthorized as Workforce Investment and
3 Opportunity Act, and the Network and agrees to comply with the following contract clauses,
4 as applicable, during the duration of the contract period:

- 5 A. Compliance with requirements and/or regulations related to
- 6 patent rights, copyrights, and rights in data;
- 7 B. Maintenance of records for 7 years;
- 8 C. The Equal Employment Opportunity Act provisions;
- 9 D. The Americans with Disabilities Act of 1990;
- 10 E. The Contract Work Hours and Safety Standards Act;
- 11 F. The Clean Air Act and Environmental Protection Agency
- 12 regulations;
- 13 G. The Energy Policy Conservation Act;
- 14 H. The Byrd Anti-Lobbying Amendment;
- 15 I. Veteran's Priority Provisions;
- 16 J. Whistle Blower Protection;
- 17 K. Buy American Requirements.

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

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

28 B. Automobile Liability in an amount not less than Five Hundred

1 Thousand Dollars (\$500,000.00) combined single limit per accident for bodily injury and
2 property damage covering owned, non-owned and hired vehicles.

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

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

12 E. Blanket Honesty or Comprehensive Crime Bond in an amount of fifty
13 percent (50%) of sums payable under this Contract, or Twenty-Five Thousand Dollars
14 (\$25,000.00), whichever is higher, to safeguard the proper handling of funds by those
15 employee's agents or representatives of the Contractor who sign as the maker of checks
16 or drafts or in any manner authorize the disbursement or expenditure of said funds.

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

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

27 Contractor shall furnish the City with certificates of insurance and with original
28 endorsements affecting coverage as required above. The certificates and endorsements

1 for each insurance policy shall be signed by a person authorized by that insurer to bind
2 coverage on its behalf. Policies written on a "claims made" basis shall provide for an
3 extended reporting period of not less than One Hundred Eighty (180) days. No claims
4 made policies shall be acceptable to City unless the City Manager determines that no
5 occurrence policy is available in the market for the particular risk being insured. Any
6 modification or waiver of the insurance requirements contained in this Contract shall only
7 be made with the written approval of the Risk Manager in accordance with established city
8 policy.

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

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

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

- 18 i. The dangers of drug abuse in the workplace,
- 19 ii. The person's or organization's policy of maintaining a
20 drug-free workplace;
- 21 iii. Any available counseling, rehabilitation and employee
22 assistance programs, and
- 23 iv. Penalties that may be imposed upon employees for drug
24 abuse violations.

25 C. Ensuring that every employee who provides services under this
26 Contract:

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

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

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

15. NONDISCRIMINATION.

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

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

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

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

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

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

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

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

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

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1 17. CONFIDENTIALITY.

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

12 B. All Data and other information, in whatever form or medium,
13 compiled or prepared by Contractor in performing its services or furnished to
14 Contractor by City shall be the property of City and City shall have the unrestricted
15 right to use or disseminate same without payment of further compensation to
16 Contractor. Copies of Contractor’s work product may be retained by Contractor for
17 its own records.

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

20 A. Contractor demonstrates Contractor knew prior to the time City
21 disclosed it; or

22 B. Is or becomes publicly available without breach of this Contract
23 by Contractor; or

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

26 D. Must be disclosed pursuant to subpoena, court order, state or
27 federal WIA rules and regulations, federal Department of Labor rules and
28 regulations, or the rules and regulations of any other governmental agency having

1 jurisdiction over WIA administration.

2 19. NOTICES. Any notice or approval required by this Agreement shall
3 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
4 postage prepaid, addressed to Consultant at the address first stated above, and to the City
5 at 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager with a
6 copy to the Pacific Gateway's Executive Director at 4811 Airport Plaza Drive, Long Beach
7 CA 90815. Notice of change of address shall be given in the same manner as stated for
8 other notices. Notice shall be deemed given on the date deposited in the mail or on the
9 date personal delivery is made, whichever occurs first.

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

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

17 22. ENTIRE AGREEMENT. This document fully expresses all
18 understandings of the parties concerning all matters covered and shall constitute the total
19 Agreement. Except for the adjustments of Exhibit "B" as provided in Section 5 hereof, no
20 addition to or alteration of the terms of this Contract whether by written or oral
21 understanding of the parties, their officers, agents or employees shall be valid unless made
22 in writing and formally adopted in the same manner as this Contract.

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

28 24. TAX REPORTING. As required by federal and state law, City is

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Lona Beach, CA 90802-4664

1 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.
2 Contractor shall be solely responsible for payment of all federal and state taxes resulting
3 from payments under this Agreement. Contractor shall submit Contractor's Employer
4 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not
5 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.
6 Contractor acknowledges and agrees that City has no obligation to pay Contractor until
7 Contractor provides one of these numbers.

8 25. AUTHORIZATION TO EXECUTE. Contractor warrants and affirms to
9 City that any and all persons signing this Contract are authorized and empowered to so
10 sign and that the execution of this Contract by such person or persons does bind Contractor
11 to all terms, covenants and conditions of this Contract.

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

INFOTECH INSTITUTE, INC. DBA
HEALTHCARE CAREER COLLEGE, a
Nevada corporation

September 9th, 2021

By [Signature]
Name AMITA GARG
Title CEO

_____, 2021

By _____
Name _____
Title _____

"Contractor"

CITY OF LONG BEACH, a municipal
corporation

9-17, 2021

By [Signature]
City Manager

"City"

EXECUTED PURSUAN
TO SECTION 301 OF
THE CITY CHARTER

This Contract is approved as to form on Sept. 15, 2021.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

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

INFOTECH INSTITUTE, INC. DBA
HEALTHCARE CAREER COLLEGE, a
Nevada corporation

September 9th, 2021

By [Signature]
Name AMITA GARG
Title CEO

_____, 2021

By _____
Name _____
Title _____

"Contractor"

CITY OF LONG BEACH, a municipal
corporation

_____, 2021

By _____
City Manager

"City"

This Contract is approved as to form on _____, 2021.

CHARLES PARKIN, City Attorney

By _____
Deputy

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

EXHIBIT B

Pacific Gateway Workforce Innovation Network Scope of Work

Training Provider	Infotech Institute, Inc. DBA Healthcare Career College
Term	May 4, 2018 – December 31, 2021
Amount/Award	\$ 335,000
Master Agreement	CFDA Nos. 17.258,17.278, 17.277, and 17.268

Administered by the City of Long Beach, Pacific Gateway Workforce Innovation Network (Pacific Gateway) shall enter into an Agreement with **Infotech Institute, Inc. DBA Healthcare Career College**, hereinafter referred to as Training Provider, to administer and deliver the services described in this Agreement.

SCOPE OF WORK

TRAINING PROGRAMS

Pacific Gateway agrees to pay with prior approval the cost of the Workforce Innovation and Opportunity Act (WIOA) training program(s) listed on the State of California Eligible Training Provider List (ETPL) and other allowable costs associated with the training(s).

TRAINING AUTHORIZATION

The Training Provider understands that Pacific Gateway must authorize trainees before enrollment in training. Pacific Gateway will provide a Letter of Authorization (LOA), Individual Training Account (ITA) Scholarship, and, if applicable, the Los Angeles City Referral Notice to the Provider for all authorized trainees. Prior to the approval for training, any cost incurred will be the sole responsibility of the Training Provider. This Agreement does not supersede the Educational Agreement entered into by the Training Provider.

COST AND REIMBURSEMENT

The total amount reimbursed to the Training Provider, shall not exceed the amount as documented in the ETPL. Tuition, fees, estimated length of training, and program requirements must align with the information documented in the ETPL.

In no event shall Pacific Gateway reimburse the Provider above the actual expenditures for those services set forth herein. If training is not completed, the Training Provider is entitled to that portion of the total reimbursable amount set forth in this Agreement, based on the total number of hours training was provided in accordance to the Maxine Waters School Reform and Student Protection Act of 1989 Section 94870.

Reimbursement to the Training Provider is based on the training services specified in the ITA Scholarship and the submission of the Trainee evaluations, attendance sheets, measurable skills gain documentation, and certificate of completion. If the specified training services are not adequately provided and/or the above documentation is not submitted per the stipulations in the Educational Agreement, payment to the Training Provider may be delayed or withdrawn

The Training Provider agrees that the Trainee will not be asked to pay for any items or services provided that are not specified as a "Total Trainee Obligation" in the ITA Scholarship. The Training Provider understands that a violation of this provision may terminate this Agreement, at Pacific Gateway's discretion.

The Training Provider agrees to maintain records as stipulated in the Educational Agreement. All records shall be kept for a period of five (5) years from the date final payment is made on this Agreement.

PERFORMANCE

The Training Provider agrees to provide attendance and progress reports on a routine basis for the duration of training and contain the required information, as stipulated in the Educational Agreement.

The Training Provider shall perform all services herein and documented in the ETPL. Any attempt by the Training Provider to delegate or subcontract, except for the hiring of instructors, may lead to termination of this Agreement and withdrawal of payment(s) by Pacific Gateway.

Pacific Gateway retains the right to observe and monitor services including, but not limited to, quality of training, instructor qualifications and performance, and conduct interviews of Trainee(s) and personnel.

PROVIDER ASSURANCES

The Training Provider shall maintain the confidentiality of any information regarding the Trainee, or their immediate family, which may be obtained through documents obtained from public agencies, counselors, or any other source

The Training Provider shall ensure that the Trainee is provided with a copy of the Training Provider's grievance policy and procedures

If Trainee provides notification to Provider to terminate their training program, the Provider shall conduct an exit interview with the Trainee, if possible, to document the reason for termination. The Training Provider shall notify Pacific Gateway in writing to the Educational Career Coordinator within one (1) day of notification of the Trainees' decision.

The Training Provider may terminate/suspend the Trainee on the same basis the Training Provider would terminate/suspend any other participant receiving educational services. The Training Provider shall first advise Pacific Gateway by emailing the Educational Career Coordinator, within one (1) business day of the impending termination/suspension. The Training Provider shall provide Pacific Gateway an

opportunity to correct the reason for termination/suspension within an agreed upon time frame. Upon termination/suspension, the Training Provider shall conduct an exit interview with the Trainee to document reason for termination/suspension.

The Training Provider shall maintain appropriate standards for health and safety and ensure the conditions of training are appropriate and reasonable.

The Training Provider shall comply fully with applicable Federal, State, and local nondiscrimination and equal opportunity provisions, including:

- a. Section 188 of WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, and for beneficiaries, applicants, and participants only, on the basis of citizenship status or participation in a WIOA Title I financially assisted program or activity.
- b. Title V of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin.
- c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.

INVOICING

1. Pacific Gateway shall pay the Training Provider as per stipulations set forth in this Agreement.

2. Payments for training shall be disbursed as follows:

Pay Point #1: At the 30th day of active participation **50%**
within 30 calendar days

Pay Point #2: At the completion of training **50%**

- i. **At the Beginning of Training (50%):** After the participant has completed their 30th training day of active participation, an invoice with the progress report and proof of attendance must be sent for 50% of the tuition payment.
- ii. **At Completion (50%):** Upon the Trainee's satisfactory completion of training and demonstration of the following:
 - Attained competencies as outlined in the Training Provider's course curriculum per training schedule.
 - Attained satisfactory test score(s) or achievement level prescribed for completion.

An invoice should be sent within fifteen (15) days after completion of training with the following:

- A copy of the certificate(s) of completion
 - A measurable skill gains (MSG) or other form of progress made by the participant in a training program that leads to a credential or employment.
 - The notice of award or denial for financial aid
 - Verification of training and leverage funds (Attachment B)
 - Attendance sheets and progress reports
3. The Training Provider shall submit invoices for payment in accordance with the payment schedule explained above. Invoices must include the following:
1. Name of Trainee
 2. Name of Training Program
 3. Start and End Dates
 4. Amount Due
 5. Payments Made to Date
 6. Balance
 7. Specify Pay Point, e.g., 1 or 2

4. Original invoices must be mailed for verification and review to: The WorkPlace, 4811 Airport Plaza Dr., Suite 200, Long Beach, CA 90815, Attn: Karla Olivas. Please address all inquiries regarding the status of payment to the Fiscal Unit, at (562) 570-4726.

The Training Provider is required to report early withdrawal or terminations of Trainees' training to the Educational Career Coordinator. All refunds of unearned training funds must be returned promptly to Pacific Gateway from the Training Provider. Unless otherwise indicated by the Training Provider refund policy, refunds are based on a proration of services provided, which is calculated by the percentage of training hours completed. Each hour of training equates to a dollar amount.

CONTINUATION OF AGREEMENT

This Agreement is subject to WIOA rules and regulations and the availability of WIOA funding. Modifications to this Agreement may be made to reflect any reduction in fund availability and subsequent additions and/or changes to WIOA rules and regulations. This Agreement shall also be governed by all other applicable laws of the State of California.

Grant Modification / Notice of Award

U.S. DEPARTMENT OF LABOR / EMPLOYMENT AND TRAINING ADMINISTRATION

GRANT MODIFICATION		No. 4	PROJECT: High Growth
GRANT NUMBER: HG-29534-16-60-A-6	EIN: 956000733	EFFECTIVE DATE: 05/28/2020	PAGE 1
GRANTEE: CITY OF LONG BEACH, PACIFIC GATEWAY WORKFORCE INVESTMENT NET 4811 AIRPORT PLAZA DRIVE SUITE 200 LONG BEACH, CALIFORNIA 90815		ISSUED BY U.S. DEPARTMENT OF LABOR / ETA DIVISION OF FEDERAL ASSISTANCE 200 CONSTITUTION AVENUE NW - ROOM N-4716 WASHINGTON, DC 20210	

Action:

To extend the Period of Performance from June 30, 2020 to June 30, 2021.

To correct the grantee's address from 3447 Atlantic Ave., 3rd Floor, Long Beach, CA, 90807-4513, to 4811 Airport Plaza Drive, Suite 200, Long Beach, CA 90815.

To change the Contact from Nick Shultz to:

Utilia Guzman
Special Projects Lead
(562) 570-4725
Utilia.Guzman@pacific-gateway.org

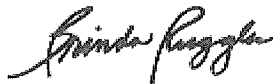
To modify the existing Statement of Work in accordance with pages 2 to 5 of this modification.

To realign the budget and budget narrative in accordance with pages 6 to 14 of this modification.

YEAR / CFDA PROGRAM ACCOUNT ID	Mod 0-3 CURRENT LEVEL	Mod 4 MODIFICATION	NEW LEVEL	PMS DOC #
FY 16 / 17.268 H-1B NON-IMMIGRANT PETITIONER <small>16-1630-2016-055152830XBD201651520010165HB000A0000AOFAM0AOFAM0-A90310-410023-ETA-DEFAULT TASK-</small>	\$4,000,000.00	\$0.00	\$4,000,000.00	HG295343A0
TOTAL FUND AVAILABILITY	\$4,000,000.00	\$0.00	\$4,000,000.00	

Except as modified, all terms and conditions of said grant /agreement remain unchanged and in full effect.

Approved
by



BRINDA RUGGLES

Date Signed **05/29/2020**

Grant Officer

**PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK
WORKPLAN**

PROGRAM LEVEL / SYSTEMS LEVEL ACTIVITIES					
		IMPLEMENTER	COST		TIME
Activity #1	Strategic Planning Initiative	Pacific Gateway	Strategy Total:	\$50,000	Start Date: July 2016 End Date: December 2016
Activity #1 Deliverables	Strategic plan for implementation	Pacific Gateway	Strategy Total:	\$50,000	Start Date: July 2016 End Date: December 2016 Milestones: Initiative Launch January 2017 Outcomes: Plan for Implementation Anticipated Outcomes: Performance Goals met COMPLETED
Activity #2	Develop single-payer system for childcare available to parents in training activities	Pacific Gateway	Strategy Goal:	\$1,590,000	Start Date: July 2016 End Date: June 2021
Activity #2 Deliverables	Launch of new system <ul style="list-style-type: none"> • Qualified list of providers • Policies and protocols • Invoicing systems • Customer-focused interface • Deployment of \$900,00 of childcare 	Pacific Gateway	Strategy Total:	\$1,590,000	Start Date: July 2016 End Date: June 2021 Milestones: Systems Launch- July 2018 Outcomes: New System and structure Anticipated Outcomes: \$900K of childcare effectively delivered through new system ONGOING
Activity #3	Co-located training cohort pilots	Pacific Gateway	Strategy Total:	\$350,000	Start Date: January 2019 End Date: March 2021
Activity #3 Deliverables	<ul style="list-style-type: none"> • Identify sites, establish agreements • Identify training 	Pacific Gateway	Strategy Total:	\$350,000	Start Date: January 2019 End Date: March 2021 Milestones:

	<ul style="list-style-type: none"> Recruit parents from school/childcare sites Provide training 				<p>Outcomes:</p> <p>Anticipated Outcomes:</p>	<p>Identifying sites: 3/19; 11/19; 02/20; 6/20; 10/20</p> <p>Recruitment – 6/19; 01/20; 5/20; 01/21</p> <p>Training – 7/19; 2/20; 7/20; 01/21</p> <p>4 successful cohorts</p> <ul style="list-style-type: none"> 60 participants in training Childcare provided to 60 families during collocated training
Activity #4	Expand online content	Pacific Gateway	Strategy Total:	\$60,000	Start Date: End Date:	April 2019 March 2021
Activity #4 Deliverables	<ul style="list-style-type: none"> Identify online training content Staff development Deploy 	Pacific Gateway	Strategy Total:	\$60,000	Start Date: End Date: Milestones:	April 2019 March 2021 Content completion – 2/20; 7/20; 11/20
					Outcomes: Anticipated Outcomes:	Access to online trainings Reduction of 10% in-class time through online application
Activity #5	Develop a new pathway programs in key sectors	Pacific Gateway	Strategy Goal	\$1,500,000	Start Date: End Date:	July 2018 March 2021
Activity #5 Deliverables	<ul style="list-style-type: none"> Convene employers to identify skills gap Aggregate LMI Coordinate training providers around pathway development 	Pacific Gateway Training Providers	Strategy Goal:	\$1,500,000	Start Date: End Date: Milestones:	July 2018 March 2021 Delivery of training and pathway programs

	<ul style="list-style-type: none"> • Illustrate pathway opportunities • Train staff around pathway • Develop new material with Pathway Managers • Design content for workshops and seminars 					
Activity #6	Systems Level Change Process	Pacific Gateway	Strategy Total:	\$250,000	Start Date: End Date:	July 2018 June 2021
Activity #6 Deliverables	<ul style="list-style-type: none"> • System Navigation Database • Childcare System for Nontraditional Hours 	Pacific Gateway Department of Health and Human Services	Strategy Goal:	\$250,000	Start Date: End Date: Milestones: Outcomes:	July 2018 June 2021 Progress towards systems change Navigation system implemented ONGOING Nontraditional childcare system ONGOING



April 21, 2020

3800 Kilroy Airport Way,
Suite 100
Long Beach, CA 90801-5616
TEL (562) 989-5100
FAX (562) 989-5200

Nick Schultz
Executive Director
Pacific Gateway Workforce Innovation Network
4811 Airport Plaza Drive
Long Beach, CA 90815

Dear Mr. Schultz,

SCAN is providing this letter of support to the Pacific Gateway Workforce Innovation Network to express our continued partnership on your workforce services. We are thrilled you have been selected and are considering the expansion of training options to include the much needed financial services sector talent that we consider for our multitude of employment opportunities with SCAN.

SCAN's mission since our founding in 1977 has been Keeping Seniors Healthy and Independent. We began when a group of senior activists in Long Beach, California got together, determined to improve access to the care and services they needed so they could stay as independent as possible. They brought together experts in medicine, gerontology, psychology and social services and formed the not-for-profit Senior Care Action Network, now known as SCAN. Today we deliver on our mission through a variety of divisions and services including: SCAN Health Plan, Independence at Home, and various community benefit programs throughout our California service area.

Through our partnership with Pacific Gateway we will happily consider the talent pipeline created during the duration of the Strengthening Working Families Initiative grant they have received through the United States Department of Labor.

We value our existing partnership and are glad that we can grow opportunities to include local talent eligible for training and support through this important federal grant. If you have any questions I can be reached directly at 562-989-5227 or earison@scanhealthplan.com.

Emily Arison
Yours truly,

Emily Arison
Corporate Vice President Human Resources & Facilities
SCAN Health Plan
P: 562-989-5227
E: earison@scanhealthplan.com

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)	Total (g)
1. Strengthening Working Families Initiative	17.268	\$ []	\$ []	\$ 4,000,000.00	\$ []	\$ 4,000,000.00
2.	[]	[]	[]	[]	[]	[]
3.	[]	[]	[]	[]	[]	[]
4.	[]	[]	[]	[]	[]	[]
5. Totals		\$ []	\$ []	\$ 4,000,000.00	\$ []	\$ 4,000,000.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	Strengthening Working Families Initiative				
a. Personnel	\$ 830,011.00	\$	\$	\$	\$ 830,011.00
b. Fringe Benefits	389,448.00				389,448.00
c. Travel	3,000.00				3,000.00
d. Equipment	0.00				
e. Supplies	6,500.00				6,500.00
f. Contractual	346,041.00				346,041.00
g. Construction	0.00				
h. Other	2,425,000.00				2,425,000.00
i. Total Direct Charges (sum of 6a-6h)	4,000,000.00				\$ 4,000,000.00
j. Indirect Charges					\$
k. TOTALS (sum of 6i and 6j)	\$ 4,000,000.00	\$	\$	\$	\$ 4,000,000.00
7. Program Income	\$	\$	\$	\$	\$

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Prescribed by OMB (Circular A -102) Page 1A

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. Strengthening Working Families Initiative	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	
9. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
10. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
11. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
12. TOTAL (sum of lines 8-11)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	
SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
14. Non-Federal	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
15. TOTAL (sum of lines 13 and 14)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
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	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	
17. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
18. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
19. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
20. TOTAL (sum of lines 16 - 19)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges: <input type="text" value="4000000"/>	22. Indirect Charges: <input type="text" value="0"/>				
23. Remarks: <input type="text"/>					

H-1B Strengthening Working Families Initiative

Budget Narrative

Revised 03/31/20

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: There is no change to the Personnel line item. Pacific Gateway will leverage the costs during the additional year of period of performance requested.

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		\$18,189	\$7,457
TOTAL			\$389,448

JUSTIFICATION: There is no change to the Fringe Benefits line item. Pacific Gateway will leverage the costs during the additional year of period of performance requested.

C. TRAVEL

Category	Description	Cost
Out-of-State Travel	Travel expenses (hotel/lodging, transportation, etc.) for attending SWFI Convening in November 2019.	\$1,767
Mileage	Mileage reimbursement for staff conducting outreach, recruitment, attending/participating in community meetings, events related to the grant. 2,144.35 miles x \$0.575 = \$1,233	\$1,233
TOTAL		\$3,000

JUSTIFICATION: A total of \$3,000 is requested for Pacific Gateway to participate in SWFI Convening in November 2019. Additionally, there are many activities such as outreach and recruitment of participants, childcare providers, and partnership development in which staff are participating. Most of the travel mileage will be within a 50-mile radius.

D. EQUIPMENT - None

JUSTIFICATION: There is no change to the Equipment line item.

E. SUPPLIES

Category	Description	Cost
Supplies	Purchase of general office supplies, including writing instruments, presentation materials, meeting supplies, etc.	\$3,000

Computers (laptops, tablets, desktops)	Purchase of computers (laptops, tablets, desktops). 2 Desktops/Laptops - ~\$1,000 each (\$2,000) 3 Tablets - ~\$500 each (\$1,500)	\$3,500
TOTAL		\$6,500

JUSTIFICATION: Supplies are required to help support the various grant activities that occurs daily and overall administration of the grant. Computers (laptops, tablets, desktops) for staff conducting participants and childcare providers outreach and recruitment at community events or community-based organizations. No equipment has been purchased yet, but will upon approved budget modification.

F. CONTRACTUAL

Partner Organization	Partners 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	\$0
Carey & Associates	Assist the development of the single-payer system.	\$20,500
Public Consulting Group	Development of the Early Childhood Education Citywide Strategic Plan	\$57,000
Digital Revolution	Development of videos and content for the grant, including website updates related to the grant.	\$25,000
Metrix Learning	Development of technology platform.	\$40,000
Temp Staffing	Utilize temporary staffing to conduct outreach and recruitment in support of the grant to meet grant performance.	\$65,000
TOTAL		\$346,041

JUSTIFICATION: Additional partners are included:

Contractual category is increased by \$157,500 for a new total of \$346,041 to include specific subrecipients working towards the deliverables of the grant.

Centro CHA - \$138,541

Subrecipient is a required partner as stated in the original SOW and conducts outreach, recruitment, screening, and referrals, and case manage participants.

Early Childhood Education - \$0

Early Childhood Education will not serve as a subrecipient of this grant. Pacific Gateway took on the responsibility of creating the “single payer system” due to a major delay in the planning process. Pacific Gateway is currently working closely with childcare providers to provide childcare for the participants.

Carey & Associates - \$20,500

Subrecipient is responsible for assisting Pacific Gateway in the development of a new system that creates a single-payer to remove financial and bureaucratic barriers. This subrecipient, initiated the process of creating and developing forms required as part of the deliverable. Pacific Gateway staff finalized and successfully completed the process for the one-payer system and the services are no longer needed from this subrecipient

Public Consulting Group - \$57,000

Subrecipient is solely responsible for conducting a community-wide assessment of childcare resources and gaps to develop an Early Childhood Education Citywide Strategic Plan to be adopted by the City of Long Beach, including Mayor Robert Garcia, Council District, and Early Childhood Education Committee.

Digital Revolution - \$25,000

Subrecipient will assist with creating an innovative approach in creating videos to be uploaded to our webpage, center monitors, and partner’s location for outreach and recruitment purposes. Additionally, they will be supporting the transition of the online training curriculum along with Long Beach City College and Metrix Learning.

Metrix Learning - \$40,000

Subrecipient will assist with providing participants 30-90 days online training in Information Technology, and Financial Services. Certifications will include, but not limited to: Certified Information Systems Security Professional, Cisco Certified Network Associate, Microsoft Certified Systems Engineer, Certified Public Accountant, Certified Financial Planner, Chartered Global Management Accountant.

Utilizing Metrix Learning platform will facilitate participants access to training more easily in Information Technology and Financial Services. Participants are interested in

20 to 25 hours of training per week and this online training will provide the flexibility that participants want, and meet the needs of their family/children.

Temp Staffing - \$65,000

The current population we are currently serving, needs additional support from Pacific Gateway and require more intensive case management, primarily around access to childcare. Temporary Staff will allow us to better assists the participants to accomplish the activities of the program and overall grant.

The City of Long Beach and Pacific Gateway follows a competitive procurement process to contract services to complete grant activities and deliverables. Pacific Gateway released an RFQ for Subject Matter Experts for the various services related to grants. Through this process, a subcontractors list is compiled and can be approached to assist in meeting the deliverables of the grant.

H. OTHER

Item	Rate	Cost	Change/Modification	New Cost
Incentives	1.5% Allowable Grant Total	\$60,000	N/A	\$60,000
Supportive Services	25% Allowable Grant Total	\$1,000,000	N/A	\$1,000,000
Systems Planning and Implementation Cloud-Based System	Convening, Strategic Planning, Purchase of Collaborative Electronic Platform	\$200,000	(-\$157,500)	\$42,500
Assessment and Certifications	80 x \$250	\$40,000	(-\$20,000)	\$20,000
Customized Training	50 participants x \$3,600	\$180,000	N/A	\$180,000
Occupational Skills Training / Retraining / Skills Upgrade	170 x \$3,011.765	\$200,000	(+\$312,000)	\$512,000
On-the-Job Training	50 participants x 520 hours x \$12.00/hour	\$624,000	(-\$312,000)	\$312,000
Subsidized Work Experience	50 participants x \$12/hour x 480 hours	\$288,000	N/A	\$288,000
Outreach and Recruitment	Development and printing of flyers, ads for SWFI participant and childcare related activities.	\$0	(+\$10,500)	\$10,500
Total		2,592,000		\$2,425,000

JUSTIFICATION:

The Systems Planning and Implementation of Cloud Based-System cost has been reduced by \$157,500 for a new total of \$42,500. A reduction is being requested to help support the Contractual budget category.

Metrix Learning has online training curriculum that will make it more accessible for the participants and the cost is less.

Assessments and Certifications cost has been decreased by \$20,000 for a new total of \$20,000. The cost of the assessments and certifications are included as part of the occupational skills training. There are a few instances where the cost of an assessment is not included. The cost of the assessments varies; therefore, the number of participants is decreased to 80 at \$250 per participant.

Customized Training rate is modified to increase the cost of Customized Training as it related to Long Beach Memorial Patient Care Assistant training. This is the approximate cost of training.
(New Rate: $50 \times \$3,600 = \$180,000$)

Occupational Skills Training/Retraining/Skills Upgrade cost is increased to \$512,000 due to more participants interested in accessing training. Also, the cost of training is increased and the rate is modified, based on training costs related to Information Technology and Financial Services.
(New Rate: $170 \times \$3,011.765 = \$512,000$).

On-the-Job Training cost has decrease to \$312,000 due to local employers not interested in participating in On-the-Job Training activities. Employers prefer to hire individuals directly. Pacific Gateway Business Engagement Team have been successful in connecting participants to direct employment through the relationship building with local employers in the community. This has been very successful but will continue to strive to work with employers to secure OJT opportunities.
(New Rate: $50 \times 520 \text{ hours} \times \$12/\text{hr} = \$312,000$)

Outreach and Recruitment has increased to \$10,500 and added as a new line item. Printed materials such as flyer are required to increase enrollment and promote cohort trainings.

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

TABLE OF CONTENTS

1. Order of Precedence.....	2	r. Creative Commons License Requirement	14
2. Funding Opportunity Announcement.....	2	s. Requirements for Conference and Conference Space.....	15
3. Approved Statement of Work.....	2	t. Travel.....	15
4. Approved Budget	2	12. Appropriations Requirements	15
5. Evaluation, Data, and Implementation.....	2	a. Funding for Travel to and from Meetings with an Executive Branch Agency.....	15
6. Indirect Cost Rate and Cost Allocation Plan .	3	b. Reporting of Waste, Fraud and Abuse	15
7. Federal Project Officer	4	c. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities.	15
8. Notice of Award	5	d. Prohibition on Contracting with Corporations with Felony Criminal Convictions	16
9. OTCnet Program Check Capture Legal Notices	5	e. Prohibition on Procuring Goods Obtained Through Child Labor	16
10. Funding Restrictions	5	f. Participant Minimum Age	16
a. Consultant Rate Limitation	5	g. Requirement to Provide Certain Information in Public Communications...	16
b. Budget Flexibility	5	h. Restriction on Health Benefits Coverage for Abortions	16
c. Mileage Reimbursement Rates.....	5	i. Restriction on the Promotion of Drug Legalization.....	17
d. Foreign Travel	6	j. Restriction on Purchase of Sterile Needles or Syringes	17
11. Administrative Requirements	6	k. Requirement for Blocking Pornography..	17
a. System for Award Management and Universal Identifier Requirements.....	6	l. Prohibition on Providing Federal Funds to ACORN.....	17
b. Federal Funding Accountability and Transparency Act	7	13. Public Policy	17
c. Personally Identifiable Information	9	a. Executive Orders	17
d. Recipient Integrity and Performance Matters	10	b. Veteran’s Priority Provisions	18
e. Audits.....	11	c. Flood Insurance	18
f. Equipment	11	d. Architectural Barriers	18
g. Program Income	12	e. Drug-Free Workplace	18
h. Supportive Services & Participant Support Costs.....	12	f. Hotel-Motel Fire Safety	19
i. Pre-Award.....	12	g. Prohibition on Trafficking in Persons	19
j. Reports.....	12	h. Buy American Notice Requirement.....	20
k. Managing Subawards	13	i. Violation of the Privacy Act	20
l. Final Year/Closeout Requirements	13	14. Attachments	21
m. Publicity	13		
n. Procurement	13		
o. Vendor/Contractor	14		
p. Intellectual Property Rights	14		
q. Bayh-Dole Act	14		

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 Agency¹ (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.fsrs.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.fsrs.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/excomp.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 FAPIIS 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)

Attachment A: SF-424

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		
* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		
* If Revision, select appropriate letter(s): _____ * Other (Specify): _____		
* 3. Date Received: 03/16/2016		4. Applicant Identifier: _____
5a. Federal Entity Identifier: _____		5b. Federal Award Identifier: _____
State Use Only:		
6. Date Received by State: _____		7. State Application Identifier: _____
8. APPLICANT INFORMATION:		
* a. Legal Name: City of Long Beach, Pacific Gateway Workforce Investment Net		
* b. Employer/Taxpayer Identification Number (EIN/TIN): [REDACTED]		* c. Organizational DUNS: 5573981410000
d. Address:		
* Street1: 3447 Atlantic Ave.		
Street2: 3rd Floor		
* City: Long Beach		
County/Parish: Los Angeles		
* State: CA: California		
Province: _____		
* Country: USA: UNITED STATES		
* Zip / Postal Code: 90807-4513		
e. Organizational Unit:		
Department Name: _____		Division Name: _____
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Mr.		* First Name: Nick
Middle Name: _____		
* Last Name: Schultz		
Suffix: _____		
Title: Executive Director		
Organizational Affiliation: _____		
* Telephone Number: 5625703700		Fax Number: _____
* Email: Nick.Schultz@pacific-gateway.org		

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.):

Add Attachment

Delete Attachment

View Attachment

*** 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

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="4,000,000.00"/>
* b. Applicant	<input type="text" value="1,000,000.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="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: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

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)	Total (g)
1. Strengthening Working Families Initiative	17.268	\$ 4,000,000.00	\$ 1,000,000.00	\$ 4,000,000.00	\$ 1,000,000.00	\$ 5,000,000.00
2.						
3.						
4.						
5. Totals		\$ 4,000,000.00	\$ 1,000,000.00	\$ 4,000,000.00	\$ 1,000,000.00	\$ 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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Prescribed by OMB (Circular A -102) Page 1A

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	\$ 900,000.00	\$ 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:					

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
Logisicians	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, ProveIt 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

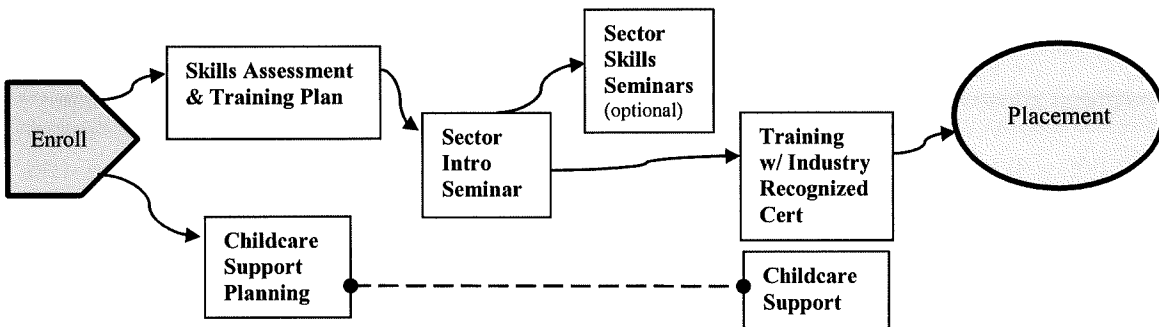
payments, capture the appropriate documentation, and report effectively to administration. The Network maintains a supportive service and incentive policy and procedure guide that outlines what is an allowable expenditure and sets limits for the provision of financial assistance. Each participant is 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:

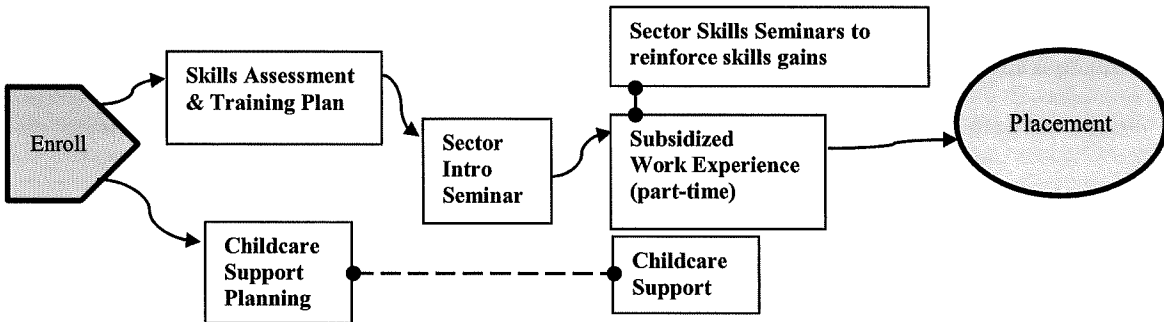
Training Strategy 1: Industry-Recognized Certification and Placement

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



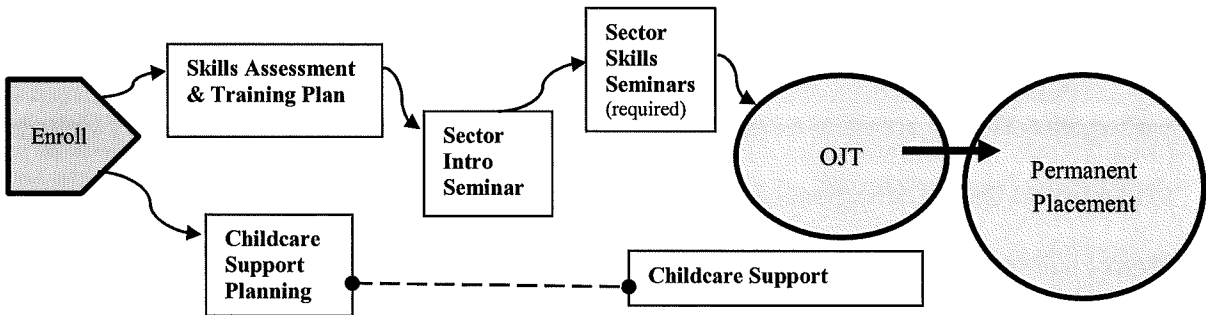
Training Strategy 2: Sector Immersion, Transition to Unsubsidized Employment

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



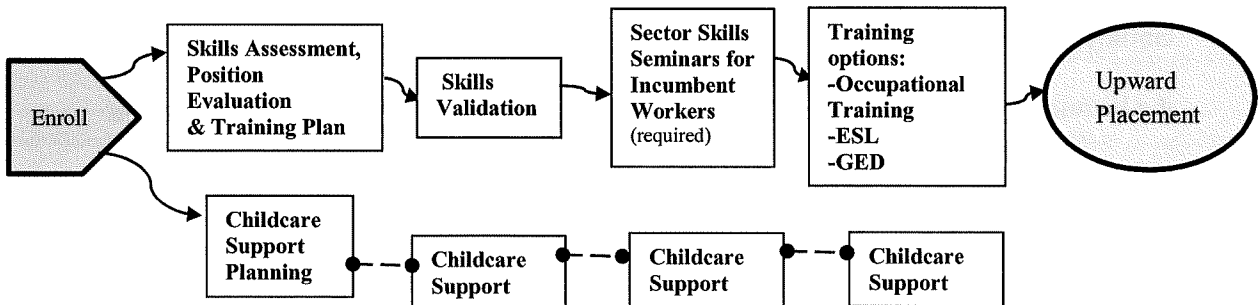
Training Strategy 3: Skills Development and On-the-Job Training and Placement

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

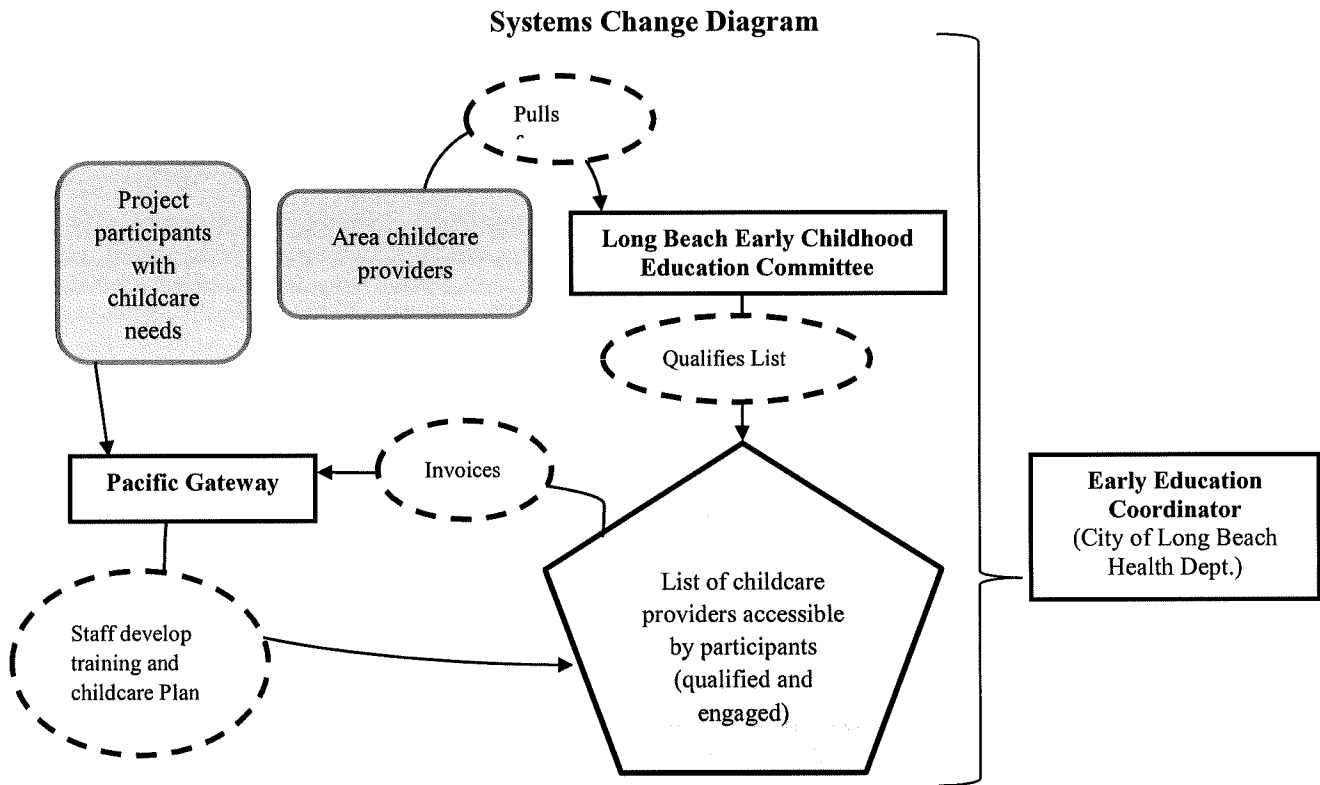
online portal for engagement with employers, a fully-dedicated employer liaison to immediately respond to employer needs (leveraged), a skilled OJT site monitor who works directly with employers throughout the process, and a direct conduit of communication between Board members and various employer groups 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%) <p style="text-align: center;">As of 3/15/16 - Grant ends 6/30/16</p>

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	
(10)	Optional Strategic Partners	
(11)	Public Point of Contact Name Title Email Telephone	<p>Erick Serrato Deputy Director, Pacific Gateway Workforce Investment Board Erick.Serrato@pacific-gateway.org (562) 570-3762</p>

**PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK
PERFORMANCE OUTCOMES**

OUTCOME MEASURE		TARGETS FOR ALL PARTICIPANTS		
(1)	Total Participants Served	Year 1: 25 Year 2: 150 (175)	Year 3: 150 (325) Year 4: 75 (400)	Total: 400
(2)	Total Participants Enrolled in Education/Training Activities	Year 1: 20 Year 2: 100 (120)	Year 3: 100 (220) Year 4: 90 (310)	Total: 310 (78%)
(3)	Total Participants Completing Education/Training Activities	Year 1: 16 Year 2: 80 (96)	Year 3: 80 (176) Year 4: 72 (248)	Total: 248 (80%)
(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)	Total: 85 (of 100 training slots)
(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)	Total: 150 (75%)
(6)	Total Number of Incumbent Worker Participants that Advanced into a New Position After Training Completion	Year 1: 0 Year 2: 20	Year 3: 35 (55) Year 4: 20 (75)	Total: 75 (75%)
(7)	Total Number of Those Participants Employed at Enrollment Who Received a Wage Increase After Training Completion	Year 1: 0 Year 2: 20	Year 3: 20 (40) Year 4: 15 (55)	Total: 55 (73%)
(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	Total: \$14.75

**PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK
WORK PLAN**

PROGRAM LEVEL / SYSTEMS LEVEL ACTIVITIES						
		IMPLEMENTER	COSTS		TIME	
Activity #1	Strategic planning of initiative	Pacific Gateway	Strategy Total:	\$50,000	Start Date: End Date:	July 2016 December 2016
Activity #1 Deliverables	Strategic plan for implementation	Pacific Gateway	Strategy Total:	\$50,000	Start Date: End Date: Milestones: Outcomes: Anticipated Outcomes:	July 2016 December 2016 Initiative Launch January 2017 Plan for Implementation Performance goals met
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: End Date:	July 2016 June 2020
Activity #2 Deliverables	Launch of new system • Qualified list of providers • Policies and	• Pacific Gateway Fiscal Staff • LBECE	Strategy Total: Year 1: Year 2: Year 3: Year 4:	\$1,590,000 \$240,000 \$550,000 \$400,000 \$400,000	Start Date: End Date: Milestones:	July 2016 June 2020 Systems Launch- September 2016

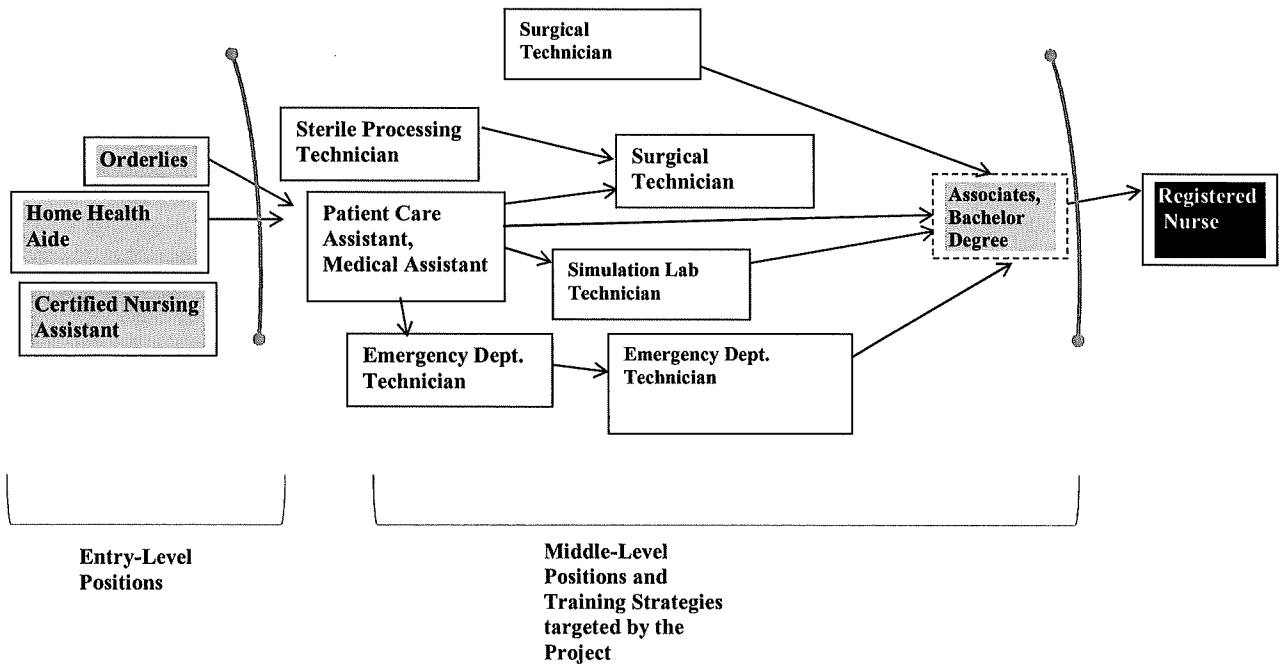
	<ul style="list-style-type: none"> protocols Invoicing systems Customer-focused interface Deployment of \$900,000 of childcare 				<p>Outcomes: New system and structure</p> <p>Anticipated Outcomes: \$900K of childcare effectively delivered through new system</p>
Activity #3	Co-located training cohort pilots		Strategy Total:	\$350,000	Start Date: October 2016 End Date: March 2020
Activity #3 Deliverables	<ul style="list-style-type: none"> Identify sites, establish agreements Identify training Recruit parents from school/childcare sites Provide training and childcare at site 		Strategy Total:	\$350,000	Start Date: October 2016 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
			Year 1:	\$50,000	
			Year 2:	\$100,000	
			Year 3:	\$100,000	
			Year 4:	\$100,000	
Activity #4	Develop expanded online content	Pacific Gateway	Strategy Total:	\$60,000	Start Date: July 2016 End Date: September 2017
Activity #4	Identify content	Pacific Gateway	Strategy Total:	\$60,000	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: Milestones: Outcomes: Anticipated Outcomes:	September 2017 Content completion – 8/16; 7/17 New online modality added to three trainings 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: End Date:	July 2016 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: End Date: Milestones: Outcomes:	July 2016 June 2020 Curricula development – 7/16; 1/17; 6/17; 11/17; 4/18; 9/18; 4/19 Development of curricula for training and sector-focused seminars.

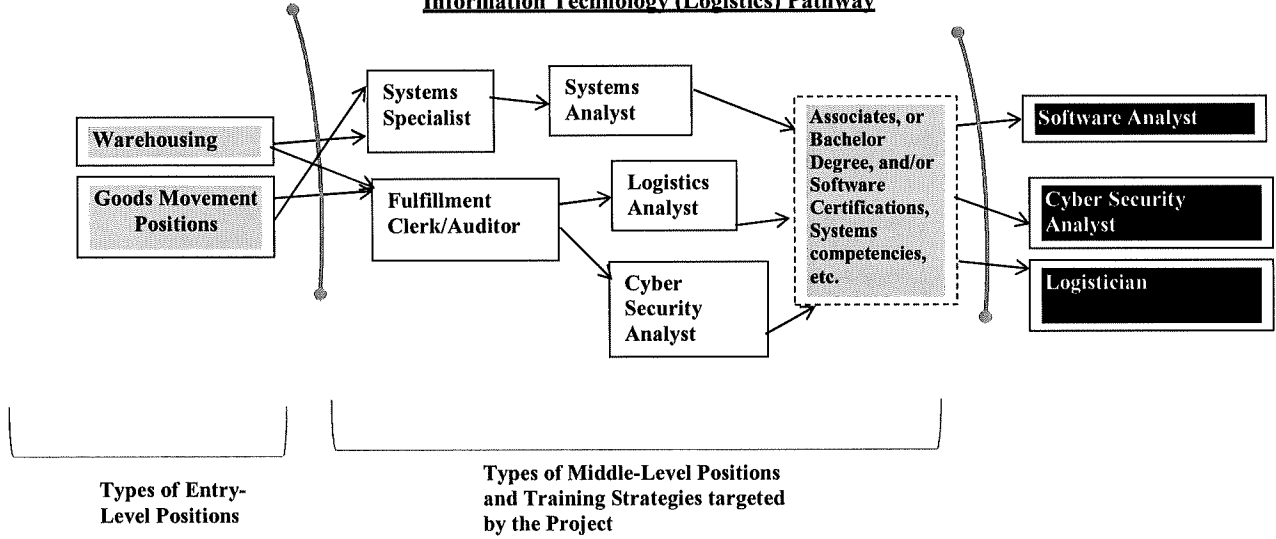
	material with Pathway Managers • Design content for workshops and seminars					
Activity #6	Systems Level Change Process	Long Beach Early Childhood Education Committee Department of Health and Human Services	Strategy Total:	\$250,000	Start Date: End Date:	January 2017 June 2020
Activity #6 Deliverables	Systems Change: • 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: Year 1: Year 2: Year 3: Year 4:	\$250,000 \$25,000 \$25,000 \$200,000	Start Date: End Date: Milestones: Outcomes:	January 2017 June 2020 Progress towards systems change Navigation system implemented Nontraditional childcare system Transitional Kindergarten opportunities for integration with center and home-based systems

Attachment: Graphic Display of Career Pathway

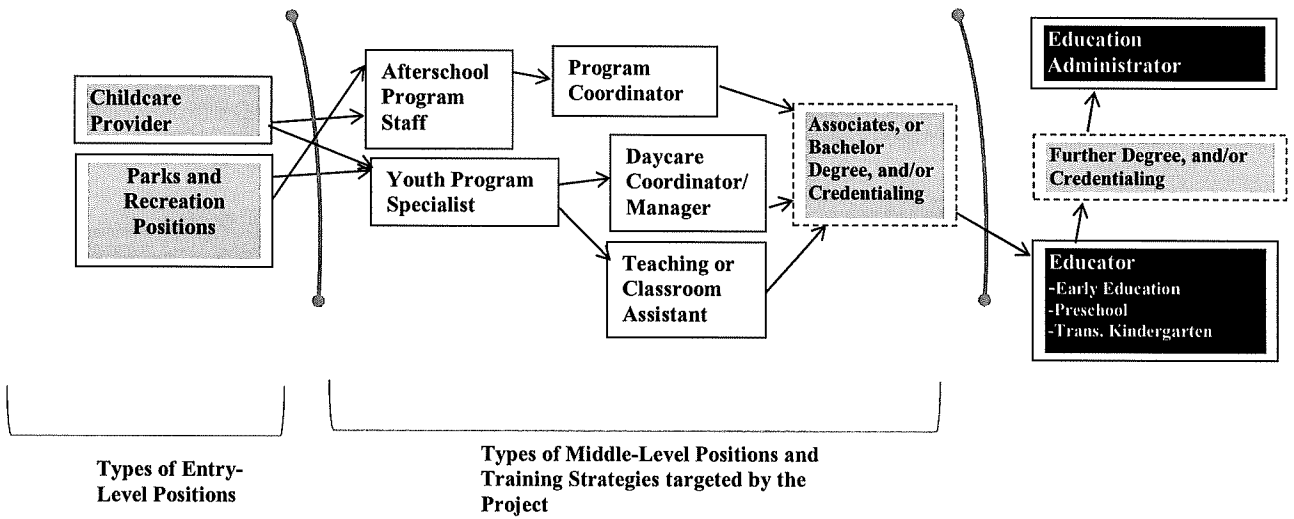
Healthcare/Registered Nurse Pathway

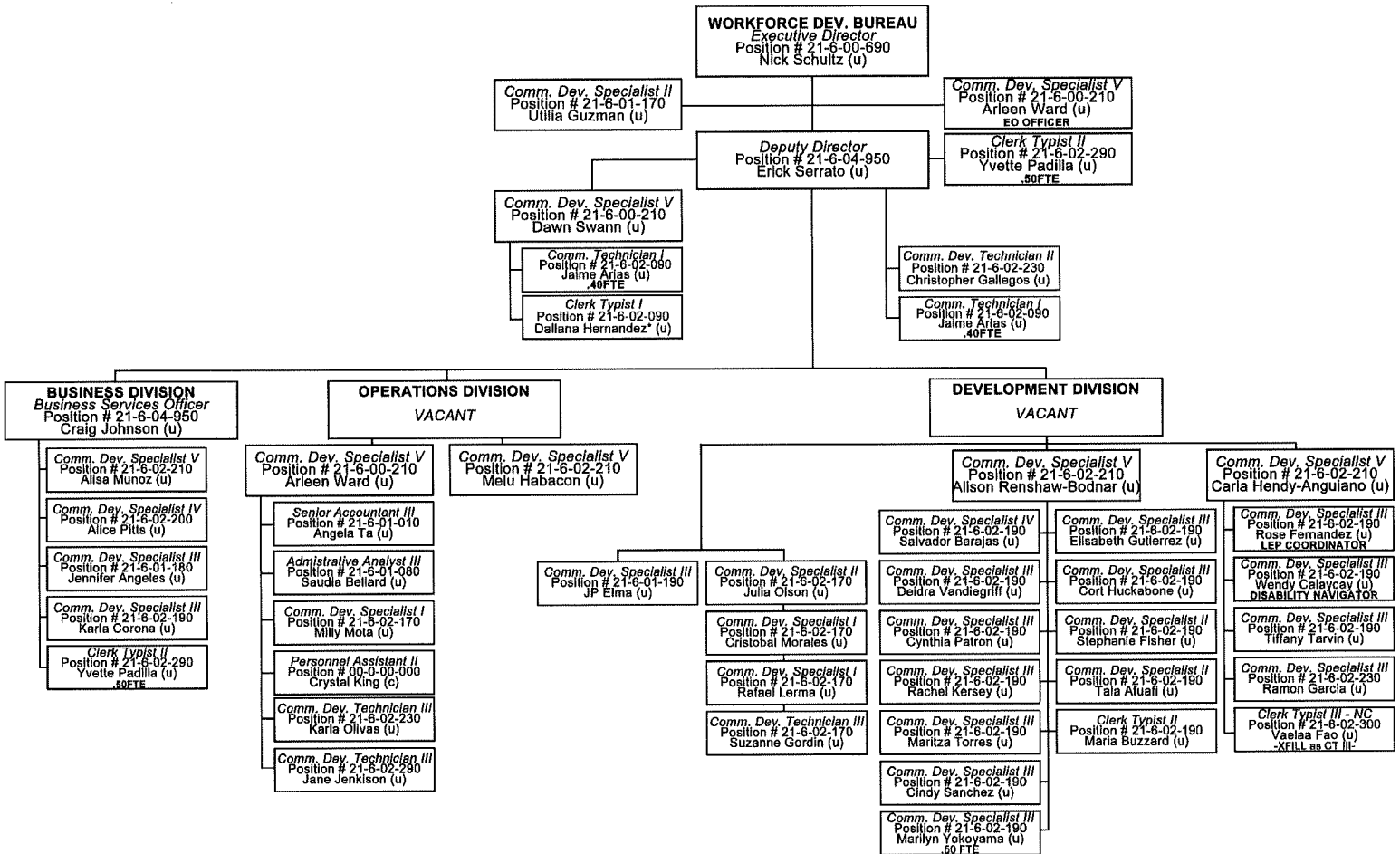


Information Technology (Logistics) Pathway



Educational Services Pathway







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.

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





LONG BEACH

Early Childhood Education Committee

Children Will Be Healthy, Safe and Educated
Serving Children 0 - 6

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 Educated
Serving Children 0 - 6

- 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,

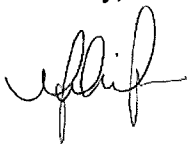
I write in support of your application to the Department of Labor Strengthening Families program, which aims to couple quality training with the supportive services to help unemployed and underemployed individuals obtain employment in sectors of the local economy that are strong and growing.

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.

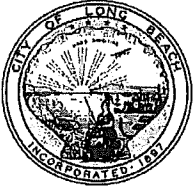
We look forward to our enhanced partnership under the Strengthening Families program. Your proposal includes more than \$200,000 in training, and other funds to help shape existing curricula to be responsive to the needs of employers and participants. We look forward to using this training resource efficiently, 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,

A handwritten signature in black ink, appearing to read 'Melissa Infusino', written in a cursive style.

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) 570-4049

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

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.

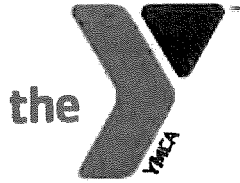
The LBDHHS is a convener of community projects and initiatives, as well as a partner on many projects annually. Representatives from various divisions and programs serve as community liaisons, sources of outreach and recruitment, and resources for referrals. Such programs are the Black Infant Health 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.

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



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

**RE: PARTNER / EMPLOYER LETTER - STRENGTHENING WORKING
FAMILIES INITIATIVE**

Dear Mr. Schultz,

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 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 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 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.



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



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

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

**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
EIN: ██████████
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



Gavin Newsom, Governor
California Labor and Workforce Development Agency



October 2, 2020

Mr. Nick Schultz, Executive Director
City of Long Beach, Pacific Gateway Workforce Innovation Network
4811 Airport Plaza Drive, Suite 200
Long Beach, CA 90815

Dear Mr. Nick Schultz

WOKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) SUBGRANT AGREEMENT AA111013

Enclosed is a copy of modification number one of your WIOA Subgrant Agreement. This modification is to incorporate Round 1 WIOA formula funding for Program Year (PY) 2020-21 into grant codes 201, 292, 501, and 540.

If you have any questions, please contact your Regional Advisor.

Sincerely,

/s/Maria McNamara
Manager
Financial Management Unit

Enclosure

cc: Mr. Robert Garcia, Mayor
Veronica Champayne, Regional Advisor
Michelle Mori, Financial Management Unit

WIOA SUBGRANT AGREEMENT

City of Long Beach, Pacific Gateway Workforce
Innovation Network

SUBGRANT NO: AA111013
MODIFICATION NO: 1
SUBRECIPIENT CODE: LBC
UNIQUE ENTITY NO: 557398141
INDIRECT COST RATE:


PASS-THROUGH ENTITY:
State of California
Employment Development Dept.
Central Office Workforce
Services Division
P.O.Box 826880, MIC 69
Sacramento, CA 94280-0001

SUBRECIPIENT: City of Long Beach, Pacific
Gateway Workforce Innovation
Network
4811 Airport Plaza Drive, Suite
200
GOVERNMENTAL ENTITY: LONG BEACH, CA 90815

Yes

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

- Funding Detail Chart
- Rapid Response Layoff Aversion
- Rapid Response by Formula
- Adult Formula RD 1
- Dislocated Worker Rd 1

ALLOCATION(s) The Pass-through Entity agrees to reimburse the Subrecipient not to exceed the amount listed hereinafter 'TOTAL'	PRIOR AMOUNT INCREASE/DECREASE: TOTAL:	\$1,877,699.00 \$532,477.00 \$2,410,176.00
TERM OF AGREEMENT From:4/1/2020 To: 6/30/2022	Terms of Exhibits are as designated on each exhibit	
PURPOSE: The purpose of this modification is to incorporate Round 1 WIOA formula funding for Program Year (PY) 2020-21 into grant codes 201, 292, 501, and 540.		
APPROVED FOR PASS-THROUGH ENTITY(EDD) (By Signature) 	APPROVED FOR SUBRECIPIENT (By Signature) Unilateral modification. Subrecipient Signature not required	
Name and Title JAIME GUTIERREZ CHIEF CENTRAL OFFICE WORKFORCE SERVICES DIVISION	Name and Title	
I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein	This agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal. Atty. Gen 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance	
Signature of EDD Accounting Officer		

SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

SUBGRANT NO:AA111013
MODIFICATION NO:1

City of Long Beach, Pacific Gateway
Workforce Innovation Network

I. Allocation

Funding Source	Prior Amount	Increase	Decrease	Adjusted Allocation
WIA/WIOA 25% - Dislocated Worker Rapid Response				
96211 292 Rapid Response Layoff Aversion 07/01/2020 to 06/30/2021 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$0.00	\$12,665.00	\$0.00	\$12,665.00
96211 540 Rapid Response by Formula 07/01/2020 to 06/30/2021 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$0.00	\$53,357.00	\$0.00	\$53,357.00
Total WIA/WIOA 25% - Dislocated Worker Rapid Response	\$0.00	\$66,022.00	\$0.00	\$66,022.00
WIA/WIOA Formula				
96151 201 Adult Formula RD 1 07/01/2020 to 06/30/2022 Prog/Element 61/90 Ref 101 Fed Catlg 17.258	\$0.00	\$288,902.00	\$0.00	\$288,902.00
96101 301 Youth Formula Rd 1 04/01/2020 to 06/30/2022 Prog/Element 61/90 Ref 101 Fed Catlg 17.259	\$1,877,699.00	\$0.00	\$0.00	\$1,877,699.00
96201 501 Dislocated Worker Rd 1 07/01/2020 to 06/30/2022 Prog/Element 61/90 Ref 101 Fed Catlg 17.278	\$0.00	\$177,553.00	\$0.00	\$177,553.00
Total WIA/WIOA Formula	\$1,877,699.00	\$466,455.00	\$0.00	\$2,344,154.00
Grand Total:	\$1,877,699.00	\$532,477.00	\$0.00	\$2,410,176.00

NARRATIVE

SUBGRANT NO:AA111013
MODIFICATION NO: 1

SUBRECIPIENT:City of Long Beach, Pacific Gateway Workforce Innovation Network
FAIN NO: AA-34757-20-55-A-6
FEDERAL AWARD DATE: 7/13/2020
FUNDING SOURCE: Adult Formula RD 1 - 201

TERM OF THESE FUNDS: 07/01/2020 - 06/30/2022

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

PROGRAM NARRATIVE

Workforce Innovation and Opportunity Act (WIOA) Adult Formula funds are being incorporated into the Program Year (PY) 2020/21 Subgrant Agreement to support the WIOA Adult Program. The funds in grant code 201 consist of 1st round funding and are available for expenditures from July 1, 2020 through June 30, 2022. FAIN AA-34757-20-55-A-6.

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

WIOA (2015)

NARRATIVE

SUBGRANT NO:AA111013
MODIFICATION NO: 1

SUBRECIPIENT:City of Long Beach, Pacific Gateway Workforce Innovation Network
FAIN NO: AA-34757-20-55-A-6
FEDERAL AWARD DATE: 7/13/2020
FUNDING SOURCE: Dislocated Worker Rd 1 - 501

TERM OF THESE FUNDS: 07/01/2020 - 06/30/2022

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

PROGRAM NARRATIVE

Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Formula funds are being incorporated into the Program Year (PY) 2020/21 Subgrant Agreement to support the WIOA Dislocated Worker Program. The funds in grant code 501 consist of 1st round funding and are available for expenditures from July 1, 2020 through June 30, 2022. FAIN AA-34757-20-55-A-6.

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

WIOA (2015)

NARRATIVE

SUBGRANT NO:AA111013
MODIFICATION NO: 1

SUBRECIPIENT:City of Long Beach, Pacific Gateway Workforce Innovation Network
FAIN NO: AA-34757-20-55-A-6
FEDERAL AWARD DATE: 7/13/2020
FUNDING SOURCE: Rapid Response by Formula - 540

TERM OF THESE FUNDS: 07/01/2020 - 06/30/2021

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

PROGRAM NARRATIVE

These Workforce Innovation and Opportunity Act (WIOA) 25 percent Rapid Response (RR) funds are being incorporated into your Program Year (PY) 2020/21 Subgrant Agreement to support the WIOA Dislocated Worker Program. The funds in grant code 540 consist of 1st round funding and are available for expenditures from July 1, 2020 through June 30, 2021. These "formula based" Rapid Response funds (see WSIN18-42) must be used for the cost of required and allowable Rapid Response activities in response to layoffs, business closures, and natural disasters. FAIN AA-34757-20-55-A-6.

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

WIOA (2015)

NARRATIVE

SUBGRANT NO:AA111013
MODIFICATION NO: 1

SUBRECIPIENT:City of Long Beach, Pacific Gateway Workforce Innovation Network
FAIN NO: AA-34757-20-55-A-6
FEDERAL AWARD DATE: 7/13/2020
FUNDING SOURCE: Rapid Response Layoff Aversion - 292

TERM OF THESE FUNDS: 07/01/2020 - 06/30/2021

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

PROGRAM NARRATIVE

Layoff Aversion funds are being incorporated into the Program Year (PY) 2020/21 Subgrant Agreement to support the Layoff Aversion Program. These funds in grant code 292 will support local areas through a high performing Rapid Response strategy, which will emphasize coordinated efforts to avert layoffs in the effort to save jobs and are available for expenditures from July 1, 2020 through June 30, 2021. FAIN AA-34757-20-55-A-6.

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

WIOA (2015)



Gavin Newsom, Governor
California Labor and Workforce Development Agency



November 30, 2020

Mr. Nick Schultz, Executive Director
City of Long Beach, Pacific Gateway Workforce Innovation Network
4811 Airport Plaza Drive, Suite 200
Long Beach, CA 90815

Dear Mr. Nick Schultz

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) SUBGRANT AGREEMENT AA111013

Enclosed is a copy of modification number two of your WIOA Subgrant Agreement. The purpose of this modification is to incorporate Round 2 WIOA formula funding for Program Year (PY) 2020-21 into grant codes 202, 293, 502, and 541.

If you have any questions, please contact your Regional Advisor.

Sincerely,

/s/Maria McNamara
Manager
Financial Management Unit

Enclosure

cc: Mr. Robert Garcia, Mayor
Veronica Champayne, Regional Advisor
Michelle Mori, Financial Management Unit

WIOA SUBGRANT AGREEMENT

City of Long Beach, Pacific Gateway Workforce
Innovation Network

SUBGRANT NO: AA111013
MODIFICATION NO: 2
SUBRECIPIENT CODE: LBC
UNIQUE ENTITY NO: 557398141
INDIRECT COST RATE:

PASS-THROUGH ENTITY:
State of California
Employment Development Dept.
Central Office Workforce
Services Division
P.O.Box 826880, MIC 69
Sacramento, CA 94280-0001

SUBRECIPIENT: City of Long Beach, Pacific
Gateway Workforce Innovation
Network
4811 Airport Plaza Drive, Suite
200
GOVERNMENTAL
ENTITY: LONG BEACH, CA 90815

Yes

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

- Funding Detail Chart
- Rapid Response Layoff Aversion
- Rapid Response by Formula
- Dislocated Worker Rd 2
- Adult Formula Rd 2

ALLOCATION(s) The Pass-through Entity agrees to reimburse the Subrecipient not to exceed the amount listed hereinafter 'TOTAL'	PRIOR AMOUNT INCREASE/DECREASE: TOTAL:	\$2,410,176.00 \$2,531,913.00 \$4,942,089.00
TERM OF AGREEMENT From:4/1/2020 To: 6/30/2022	Terms of Exhibits are as designated on each exhibit	
PURPOSE: The purpose of this modification is to incorporate Round 2 WIOA formula funding for Program Year (PY) 2020-21 into grant codes 202, 293, 502, and 541.		
APPROVED FOR PASS-THROUGH ENTITY(EDD) (By Signature) <i>Maria McNamara for</i>	APPROVED FOR SUBRECIPIENT (By Signature) Unilateral modification. Subrecipient Signature not required	
Name and Title JAIME GUTIERREZ CHIEF CENTRAL OFFICE WORKFORCE SERVICES DIVISION	Name and Title	
I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein	This agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal. Atty. Gen 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance	
Signature of EDD Accounting Officer		

SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

SUBGRANT NO:AA111013
MODIFICATION NO:2

City of Long Beach, Pacific Gateway
Workforce Innovation Network

I. Allocation

Funding Source	Prior Amount	Increase	Decrease	Adjusted Allocation
WIA/WIOA 25% - Dislocated Worker Rapid Response				
96211 292 Rapid Response Layoff Aversion 07/01/2020 to 06/30/2021 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$12,665.00	\$0.00	\$0.00	\$12,665.00
98421 293 Rapid Response Layoff Aversion 10/01/2020 to 06/30/2021 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$0.00	\$56,691.00	\$0.00	\$56,691.00
96211 540 Rapid Response by Formula 07/01/2020 to 06/30/2021 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$53,357.00	\$0.00	\$0.00	\$53,357.00
98421 541 Rapid Response by Formula 10/01/2020 to 06/30/2021 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$0.00	\$238,832.00	\$0.00	\$238,832.00
Total WIA/WIOA 25% - Dislocated Worker Rapid Response	\$66,022.00	\$295,523.00	\$0.00	\$361,545.00
WIA/WIOA Formula				
96151 201 Adult Formula RD 1 07/01/2020 to 06/30/2022 Prog/Element 61/90 Ref 101 Fed Catlg 17.258	\$288,902.00	\$0.00	\$0.00	\$288,902.00
98281 202 Adult Formula Rd 2 10/01/2020 to 06/30/2022 Prog/Element 61/90 Ref 101 Fed Catlg 17.258	\$0.00	\$1,441,635.00	\$0.00	\$1,441,635.00
96101 301 Youth Formula Rd 1 04/01/2020 to 06/30/2022 Prog/Element 61/90 Ref 101 Fed Catlg 17.259	\$1,877,699.00	\$0.00	\$0.00	\$1,877,699.00
96201 501 Dislocated Worker Rd 1 07/01/2020 to 06/30/2022 Prog/Element 61/90 Ref 101 Fed Catlg 17.278	\$177,553.00	\$0.00	\$0.00	\$177,553.00
98211 502 Dislocated Worker Rd 2 10/01/2020 to 06/30/2022 Prog/Element 61/90 Ref 101 Fed Catlg 17.278	\$0.00	\$794,755.00	\$0.00	\$794,755.00
Total WIA/WIOA Formula	\$2,344,154.00	\$2,236,390.00	\$0.00	\$4,580,544.00
Grand Total:	\$2,410,176.00	\$2,531,913.00	\$0.00	\$4,942,089.00

NARRATIVE

SUBGRANT NO:AA111013
MODIFICATION NO: 2

SUBRECIPIENT:City of Long Beach, Pacific Gateway Workforce Innovation Network
FAIN NO: AA-34757-20-55-A-6
FEDERAL AWARD DATE: 10/27/2020
FUNDING SOURCE: Adult Formula Rd 2 - 202

TERM OF THESE FUNDS: 10/01/2020 - 06/30/2022

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

PROGRAM NARRATIVE

Workforce Innovation and Opportunity Act (WIOA) Adult Formula funds are being incorporated into the Program Year (PY) 2020/21 Subgrant Agreement to support the WIOA Adult Program. The funds in grant code 202 consist of round 2 funding and are available for expenditures from October 1, 2020 through June 30, 2022. FAIN AA-34757-20-55-A-6. **Note: For the purposes of this award, fees paid to a consultant who provides services under a program shall be limited to \$710 per day without prior approval from the Grant Officer.**

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

WIOA (2015)

NARRATIVE

SUBGRANT NO:AA111013
MODIFICATION NO: 2

SUBRECIPIENT:City of Long Beach, Pacific Gateway Workforce Innovation Network
FAIN NO: AA-34757-20-55-A-6
FEDERAL AWARD DATE: 10/27/2020
FUNDING SOURCE: Rapid Response Layoff Aversion - 293

TERM OF THESE FUNDS: 10/01/2020 - 06/30/2021

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

PROGRAM NARRATIVE

Layoff Aversion funds are being incorporated into the Program Year (PY) 2020-21 Subgrant Agreement to support the Layoff Aversion Program. These funds in grant code 293 will support local areas through a high performing Rapid Response strategy, which will emphasize coordinated efforts to avert layoffs in the effort to save jobs. The term of these funds are from October 1, 2020 through June 30, 2021. FAIN AA-34757-20-55-A-6. **Note: For the purposes of this award, fees paid to a consultant who provides services under a program shall be limited to \$710 per day without prior approval from the Grant Officer.**

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

WIOA (2015)

NARRATIVE

SUBGRANT NO:AA111013
MODIFICATION NO: 2

SUBRECIPIENT:City of Long Beach, Pacific Gateway Workforce Innovation Network
FAIN NO: AA-34757-20-55-A-6
FEDERAL AWARD DATE: 10/27/2020
FUNDING SOURCE: Dislocated Worker Rd 2 - 502

TERM OF THESE FUNDS: 10/01/2020 - 06/30/2022

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

PROGRAM NARRATIVE

Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Formula funds are being incorporated into the Program Year (PY) 2020/21 Subgrant Agreement to support the WIOA Dislocated Worker Program. The funds in grant code 502 consist of round 2 funding and are available for expenditures from October 1, 2020 through June 30, 2022. FAIN AA-34757-20-55-A-6. **Note: For the purposes of this award, fees paid to a consultant who provides services under a program shall be limited to \$710 per day without prior approval from the Grant Officer.**

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

WIOA (2015)

NARRATIVE

SUBGRANT NO:AA111013
MODIFICATION NO: 2

SUBRECIPIENT:City of Long Beach, Pacific Gateway Workforce Innovation Network
FAIN NO: AA-34757-20-55-A-6
FEDERAL AWARD DATE: 10/27/2020
FUNDING SOURCE: Rapid Response by Formula - 541

TERM OF THESE FUNDS: 10/01/2020 - 06/30/2021

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

PROGRAM NARRATIVE

These Workforce Innovation and Opportunity Act (WIOA) 25 percent Rapid Response (RR) funds are being incorporated into your Program Year (PY) 2020-21 Subgrant Agreement to support the WIOA Dislocated Worker Program. The funds in grant code 541 consist of round 2 funding and are available for expenditures from October 1, 2020 through June 30, 2021. These 'formula advanced' Rapid Response funds must be used for the cost of required and allowable Rapid Response activities in response to layoffs, business closures, and natural disasters. FAIN Number AA-34757-20-55-A-6. **Note: For the purposes of this award, fees paid to a consultant who provides services under a program shall be limited to \$710 per day without prior approval from the Grant Officer.**

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

WIOA (2015)



Gavin Newsom, Governor
California Labor and Workforce Development Agency



October 1, 2020

Mr. Nick Schultz, Executive Director
City of Long Beach, Pacific Gateway Workforce Innovation Network
4811 Airport Plaza Drive, Suite 200
Long Beach, CA 90815

Dear Mr. Nick Schultz

WOKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) SUBGRANT AGREEMENT AA111013

Enclosed is a copy of your new modification of your WIOA Subgrant Agreement. This modification is to initiate the Program Year (PY) 2020-21 WIOA Subgrant and incorporate WIOA Youth formula funding under grant code 301. The term of these funds is from April 1, 2020 through June 30, 2022.

If you have any questions, please contact your Regional Advisor.

Sincerely,

/s/Maria McNamara
Manager
Financial Management Unit

Enclosure

cc: Mr. Robert Garcia, Mayor
Veronica Champayne, Regional Advisor
Michelle Mori, Financial Management Unit

WIOA SUBGRANT AGREEMENT

City of Long Beach, Pacific Gateway

SUBGRANT NO: AA111013
 MODIFICATION NO: New
 SUBRECIPIENT CODE: LBC
 UNIQUE ENTITY NO: 075295832
 INDIRECT COST RATE:

PASS-THROUGH ENTITY:
 State of California
 Employment Development Dept.
 Central Office Workforce
 Services Division
 P.O.Box 826880, MIC 69
 Sacramento, CA 94280-0001

SUBRECIPIENT: City of Long Beach, Pacific Gateway
 4811 Airport Plaza Drive, Suite 200
 LONG BEACH, CA 90815
GOVERNMENTAL ENTITY:

Yes

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

Funding Detail Chart
 General Provisions
 Youth Formula Rd 1

ALLOCATION(s) The Pass-through Entity agrees to reimburse the Subrecipient not to exceed the amount listed hereinafter 'TOTAL'	PRIOR AMOUNT INCREASE/DECREASE: TOTAL:	\$0.00 \$1,877,699.00 \$1,877,699.00
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TERM OF AGREEMENT
 From: 4/1/2020 To: 6/30/2022

Terms of Exhibits are as designated on each exhibit

PURPOSE: To initiate Program Year (PY) 2020-21 WIOA Subgrant and incorporate WIOA Youth formula funding under grant code 301. Term of these funds is from 04/01/2020 - 06/30/2022.

APPROVED FOR PASS-THROUGH ENTITY(EDD)
 (By Signature)

Maria McNamara for

APPROVED FOR SUBRECIPIENT (By Signature)

Linda F. Tatum
 EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

Name and Title
 JAIME GUTIERREZ
 CHIEF
 CENTRAL OFFICE WORKFORCE SERVICES
 DIVISION

Name and Title

LINDA F. TATUM ASST. CITY MANAGER

I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein

This agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal. Atty. Gen 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance

Signature of EDD Accounting Officer

Budget Item: 7100 Fund: 0869 Budgetary Attachment: No
 Chapter: Statute: 2020 FY: 20/21

APPROVED AS TO FORM AND RETURNED:

9-3, 20 *20*
 CHARLES PARKIN, City Attorney

By *[Signature]*
 RICHARD ANTHONY
 DEPUTY CITY ATTORNEY

**SUBGRANT AGREEMENT
FUNDING DETAIL SHEET**

SUBGRANT NO:AA111013
MODIFICATION NO:New

City of Long Beach, Pacific Gateway

I. Allocation

Funding Source	Prior Amount	Increase	Decrease	Adjusted Allocation
WIA/WIOA Formula				
96101 301 Youth Formula Rd 1 04/01/2020 to 06/30/2022 Prog/Element 61/90 Ref 101 Fed Catlg 17.259	\$0.00	\$1,877,699.00	\$0.00	\$1,877,699.00
Total WIA/WIOA Formula	\$0.00	\$1,877,699.00	\$0.00	\$1,877,699.00
Grand Total:	\$0.00	\$1,877,699.00	\$0.00	\$1,877,699.00

NARRATIVE

**SUBGRANT NO:AA111013
MODIFICATION NO: 0**

**SUBRECIPIENT:City of Long Beach, Pacific Gateway
FAIN NO: AA-34757-20-55-A-6
FEDERAL AWARD DATE: 5/27/2020
FUNDING SOURCE: Youth Formula Rd 1 - 301**

TERM OF THESE FUNDS: 04/01/2020 - 06/30/2022

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

PROGRAM NARRATIVE

The purpose of this action is to initiate this Local Area's new Program Year (PY) 2020/21 Workforce Innovation and Opportunity Act (WIOA) Title I subgrant agreement and to incorporate WIOA Youth formula funding into Grant Code (GC) 301. The amount in GC 301 represents this Local Area's entire youth formula allocation for PY 2020/21. The term date for these funds is April 1, 2020 through June 30, 2022. FAIN AA-34757-20-55-A-6. The Local Area will operate the WIOA program in accordance with the approved Workforce Innovation and Opportunity Plan on file in the Central Office Workforce Services Division of the Employment Development Department, P.O. Box 826882, MIC 50, Sacramento, CA 92480-0001.

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

WIOA (2015)

WIOA SUBGRANT AGREEMENT

1. Compliance

In performance of this subgrant agreement, Subrecipient will fully comply with:

- a. The provisions of the Workforce Innovation and Opportunity Act (WIOA), (29 U.S.C. §§ 3101- 3361 (2014)), WIOA Final Regulations, and all legislation, regulations, directives, policies, procedures and amendments issued pursuant thereto.
- b. All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement WIOA.
- c. Title 2, Code of Federal Regulations (C.F.R.) part 200 (Office of Management and Budget Guidance) [OMB Guidance].
- d. Title 2, C.F.R. Part 2900 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) [Uniform Requirements].
- e. The provisions of the Jobs for Veterans Act (Pub. L. No. 107-288) as the law applies to Department of Labor (DOL) job training programs.
- f. Subrecipient will ensure diligence in managing programs under this subgrant agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of WIOA.

2. Certifications, Assurances, Standards

Except as otherwise indicated, the Subrecipient agrees to comply with the certifications, assurances and standards set out in Exhibit A: Certifications and Assurances, Exhibit B: Intellectual Property Provisions and Exhibit C: Confidentiality Requirements. Failure to comply with all requirements of the certifications, assurances and standards may result in suspension of payment under this subgrant agreement or termination of this subgrant agreement or both, and the Subrecipient may be ineligible for award of future state subgrant agreements/contracts if the Pass-through Entity determines that any of the following has occurred:

- a. false information on the certifications, assurances and standards, or
- b. violation of the terms of the certifications, assurances and standards by failing to comply with the requirements noted in Exhibits A, B and C.

3. Funding

It is mutually understood between the parties that this subgrant agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the subgrant agreement was executed after that determination was made.

- a. This subgrant agreement is valid and enforceable only if
 - i. sufficient funds are made available by the State Budget Act of the appropriate state fiscal years covered by this subgrant agreement for the purposes of this program, and
 - ii. sufficient funds are made available to the state by the United States Government for the fiscal years covered by this subgrant agreement for the purposes of this program. In addition, this subgrant agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this subgrant agreement in any manner.
- b. At the expiration of the terms of this subgrant agreement or upon termination prior to the expiration of this subgrant agreement, funds not obligated for the purpose of

this subgrant agreement will be immediately remitted to the Pass-through Entity, and no longer available to the Subrecipient.

- c. The Pass-through Entity retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing the Subrecipient is given prompt notice and the opportunity for an informal review of the Pass-through Entity's decision. The EDD Chief Deputy Director or his/her designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of the Subrecipient or a Subcontractor of the Subrecipient to comply with the provisions of this subgrant agreement, or with WIOA or other applicable regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.
- d. If applicable, the chief elected official (CEO) of a unit of general local government designated as a Local Workforce Development Area shall be liable to the Pass-through Entity for all funds not expended in accordance with WIOA, and shall return to the Pass-through Entity all of those funds. If there is more than one unit of general local government in a local area, the CEO(s) will be the individual(s) designated under an agreement executed by the CEO(s) of the local units of government. The CEO(s) designated under the agreement shall be liable to the Pass-through Entity for all funds not expended in accordance with WIOA, and shall return to the Pass-through Entity all of those funds.

4. Insurance

- a. Except for city and county governmental entities, Subrecipients must provide the Pass-through Entity evidence of the coverage specified in paragraphs (i), (ii), (iii) and (iv) below. The evidence of coverage shall include the registration number of the subgrant agreement for identification purposes.
 - i. Subrecipient will obtain a fidelity bond in an amount of not less than _____, prior to the receipt of funds under this subgrant agreement. If the bond is canceled or reduced, Subrecipient will immediately notify the Pass-through Entity. In the event the bond is canceled or revised, the Pass-through Entity will make no further disbursements until it is assured that adequate coverage has been obtained.
 - ii. Subrecipient will provide general liability insurance with a combined limit of \$1,000,000, or public liability and property damage coverage with a combined limit of not less than \$1,000,000.
 - iii. Subrecipient will provide broad form automobile liability coverage with limits as set forth in (ii) above, which applies to both owned/leased and non-owned automobiles used by the Subrecipient or its agents in performance of this subgrant agreement. Or, in the event that the Subrecipient will not utilize owned/leased automobiles but intends to require employees, trainees or other agents to utilize their own automobiles in performance of this subgrant agreement, Subrecipient will secure and maintain on file from all such employees, trainees or agents a self-certification of automobile insurance coverage.
 - iv. Subrecipient will provide workers' compensation insurance, which complies with provisions of the California Labor Code, covering all employees of the Subrecipient and all participants enrolled in work experience programs. Medical and Accident Insurance will be carried for those participants not qualifying as "employee" (§ 3350, et seq. of the California Labor Code) for workers' compensation.
 - v. The Pass-through Entity will be named as "Certificate Holder" of policies secured in compliance with paragraphs (i), (ii), (iii) and (iv) above and will be provided certificates of insurance or insurance company "binders" prior to any disbursement of funds under this subgrant agreement, verifying the insurance requirements have been complied with. The coverage noted in paragraphs (iii) and (iv) above must contain the following clauses:
 1. Insurance coverage will not be canceled or changed unless 30 days prior to the effective date of cancellation or change written notice is sent by the Subrecipient to: Employment Development Department, Central Office Workforce

Services Division Financial Management Unit, P.O. Box 826880, MIC 69,
Sacramento, CA 94280-0001.

2. State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this subgrant agreement are concerned.
 3. State of California is not responsible for payment of premiums or assessments on this policy.
- vi. Subrecipient agrees that the liability insurance herein provided for shall be in effect at all times during the term of this subgrant agreement. In the event said insurance coverage expires at any time or times during the time of this contract, the Subrecipient agrees to provide, at least 30 days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the subgrant agreement or for a period of not less than one year. New certificates of insurance are subject to the approval of the Pass-through Entity, and the Subrecipient agrees that no work or services shall be performed prior to such approval. The Pass-through Entity may, in addition to any other remedies it may have, terminate this subgrant agreement should Subrecipient fail to comply with these provisions.

5. Resolution

A county, city, district or other local public body must provide the state with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of this subgrant agreement. Preferably resolutions should authorize a designated position rather than a named individual.

6. Procurement Standards

The Subrecipient must use the methods of procurement in accordance with 2 C.F.R. § 200.320.

7. Grievances and Complaint System

Subrecipient will establish and maintain a grievance and complaint procedure in compliance with the WIOA section 181, OMB Guidance, Uniform Requirements, federal regulations and state statutes, regulations and policy.

8. Remedies for Non-Compliance

If the Subrecipient fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Pass-through Entity may impose additional conditions, as described in 2 C.F.R. § 200.207, Specific conditions. If the Pass-through Entity determines that noncompliance cannot be remedied by imposing additional conditions, the Pass-through Entity may take one or more of the following actions listed in 2 C.F.R. § 200.338.

9. Disallowed Costs

Except to the extent that the state determines it will assume liability, the Subrecipient will be liable for and will repay to the Pass-through Entity, any amounts expended under this subgrant agreement found not to be in accordance with WIOA including, but not limited to, disallowed costs. Such repayment will be from funds (Non-Federal), other than those received under the WIOA.

10. Termination

This subgrant agreement may be terminated in whole or in part for either of the two following circumstances:

- a. **Termination for Convenience** - Either the Pass-through Entity or the Subrecipient may request a termination, in whole or in part, for convenience. The Subrecipient will give a ninety (90) calendar-day advance notice in writing to the Pass-through Entity. The Pass-through Entity will give a ninety (90) calendar-day advance notice in writing to the Subrecipient.
- b. **Termination for Cause** - The Pass-through Entity may terminate this subgrant agreement in whole or in part when it has determined that the Subrecipient has substantially violated a specific provision of the WIOA, regulations, the Uniform Guidance or implementing state legislation and corrective action has not been taken.

All notices of termination must be in writing and be delivered personally or by deposit in the U. S. Mail, postage prepaid, "Certified Mail-Return Receipt Requested", and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U. S. Postal Service.

Notices to the Subrecipient will be addressed to:

Nick Schultz
Director / Administrator
City of Long Beach, Pacific Gateway
4811 Airport Plaza Drive, Suite 200
LONG BEACH, CA 90815

Notices to the Pass-through Entity will be addressed to:

Employment Development Department
Central Office Workforce Services Division
Financial Management Unit
P.O. Box 826880, MIC 69
Sacramento, CA 94280-0001

11. Audit Requirements

- a. The Subrecipient will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. All governmental and non-profit organizations must follow the audit requirements (single audit or program-specific audit requirement) of OMB Guidance, and Uniform Requirements.
- b. The Subrecipient and/or auditors performing monitoring or audits of the Subrecipient or its sub-contracting service providers will immediately report to the Pass-through Entity any incidents of fraud, abuse or other criminal activity in relation to this subgrant agreement, the WIOA, or its regulations.

12. Entire Agreement

This subgrant agreement contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise and any other agreement between the parties hereto. This subgrant agreement is not intended to and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the Pass-through Entity and the Subrecipient. Subrecipient represents and warrants it is free to enter into and fully perform this subgrant agreement.

13. Unenforceable Position

In the event that any provision of this subgrant agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this subgrant agreement have force and effect and shall not be affected hereby.

14. Accounting and Cash Management

- a. Subrecipient will comply with controls, record keeping and fund accounting procedure requirements of WIOA, federal and state regulations, and directives to ensure the proper disbursement of, and accounting for, program funds paid to the Subrecipient and disbursed by the Subrecipient, under this subgrant agreement.

- b. Subrecipient will submit requests for cash to coincide with immediate cash needs and assure that no excess cash is on deposit in their accounts or the accounts of any sub-contracting service provider in accordance with procedures established by the Pass-through Entity. Failure to adhere to these provisions may result in suspending cash draw down privileges and providing funds through a reimbursement process.
- c. The Pass-through Entity retains the authority to adjust specific amounts of cash requested if the Pass-through Entity's records and subsequent verification with the Subrecipient indicate that the Subrecipient has an excessive amount of cash in its account.
- d. Income (including interest income) generated as a result of the receipt of WIOA activities, will be utilized in accordance with policy and procedures established by the Pass-through Entity. Subrecipient will account for any such generated income separately.
- e. Subrecipient shall not be required to maintain a separate bank account but shall separately account for WIOA funds on deposit. All funding under this subgrant agreement, will be made by check or wire transfer payable to the Subrecipient for deposit in Subrecipient's bank account or city and county governmental bank accounts.
To provide for the necessary and proper internal controls, funds should be withdrawn and disbursed by no less than two representatives of the Subrecipient. The Pass-through Entity will have a lien upon any balance of WIOA funds in these accounts, which will take priority over all other liens or claims.

15. Amendments

This subgrant agreement may be unilaterally modified by the Pass-through Entity under the following circumstances:

- a. There is an increase or decrease in federal or state funding levels.
- b. A modification to the Subgrant is required in order to implement an adjustment to a Subrecipient's plan.
- c. Funds awarded to the Subrecipient have not been expended in accordance with the schedule included in the approved Subrecipient's plan. After consultation with the Subrecipient, the Pass-through Entity has determined that funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a manner consistent with state and federal law, regulations and policies, reverting to the Pass-through Entity.
- d. There is a change in state and federal law or regulation requiring a change in the provisions of this subgrant agreement.
- e. An amendment is required to change the Subrecipient's name as listed on this subgrant agreement. Upon receipt of legal documentation of the name change, the state will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

Except as provided above, this subgrant agreement may be amended only in writing by the mutual agreement of both parties.

16. Reporting

Subrecipient will compile and submit reports of activities, expenditures, status of cash, and closeout information by the specified dates as prescribed by the Pass-through Entity. All expenditure reports must be submitted upon the accrual basis of accounting. Failure to adhere to the reporting requirements of this agreement will result in funds not being released.

17. Records

- a. If participants are served under this subgrant agreement, the Subrecipient will establish a participant data system as prescribed by the Pass-through Entity.
- b. Subrecipient will retain all records pertinent to this subgrant agreement for a period of three years from the date of final payment of this subgrant agreement. If, at the end of three years, there is litigation or an audit involving those records, the Subrecipient will retain the records until the resolution of such litigation or

audit. Refer to OMB Guidance, Subpart D, Part 200.333-200.337.

- c. The Pass-through Entity and/or the DOL, or their designee (refer to OMB Guidance, section 200.336) will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this subgrant agreement. For purposes of this section, "access to" means that the Subrecipient shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this agreement. The Subrecipient shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the subgrant. Subrecipient's performance under the terms and conditions herein specified will be subject to an evaluation by the Pass-through Entity of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

18. Subcontracting

- a. Any of the work or services specified in this subgrant agreement which will be performed by other than by the Subrecipient will be evidenced by a written agreement specifying the terms and conditions of such performance.
- b. The Subrecipient will maintain and adhere to an appropriate system, consistent with federal, state and local law, for the award and monitoring of contracts which contain acceptable standards for ensuring accountability.
- c. The system for awarding contracts will contain safeguards to ensure that the Subrecipient does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

19. Conflicts

- a. Subrecipient will cooperate in the resolution of any conflict with the DOL that may occur from the activities funded under this agreement.
- b. In the event of a dispute between the Pass-through Entity and the Subrecipient over any part of this subgrant agreement, the dispute may be submitted to non-binding arbitration upon the consent of both the Pass-through Entity and the Subrecipient. An election for arbitration pursuant to this provision will not preclude either party from pursuing any remedy for relief otherwise available.

20. Indemnification

- a. The following provision applies only if the Subrecipient is a governmental entity:

Pursuant to California Government Code § 895.4, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.

- b. The following provision applies only if the Subrecipient is a non-governmental entity:

The Subrecipient agrees to the extent permitted by law, to indemnify, defend and hold harmless the Pass-through Entity, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materials persons, laborers and any other persons, firms or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by the Subrecipient in the performance of this subgrant agreement.

21. Signatures

This subgrant agreement is of no force and effect until signed by both of the parties hereto. Subrecipient will not commence performance prior to the beginning of this subgrant agreement.

Contact information for the awarding official of the Pass-through Entity:

Name: Jaime Gutierrez
Title: Division Chief
Address: P.O. Box 826880, MIC 50
Sacramento, CA 94280-0001

Exhibit A

Certifications and Assurances

- a. **Corporate Registration:** The Subrecipient, if it is a corporation, certifies it is registered with the Secretary of the State of California.
- b. **Americans with Disabilities Act (ADA):** Subrecipient assures that it complies with the ADA of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. § 12101 et seq.)
- c. **Sectarian Activities:** The Subrecipient certifies that this subgrant agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- d. **National Labor Relations Board certification** Subrecipient certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Subrecipient within the immediately preceding two-year period because of Subrecipient's failure to comply with an order of a Federal court, which orders Subrecipient to comply with an order of the National Labor Relations Board. (Pub. Contract Code § 10296) (Not applicable to public entities.)
- e. **Federal Funding Accountability and Transparency Act (FFATA):** By signing this subgrant agreement, Subrecipient hereby assures and certifies to comply with the provisions of FFATA, which includes requirements on executive compensation, and requirements implementing FFATA at 2 C.F.R. part 25 and 2. C.F.R. part 170.
- f. **Prior Findings:** Subrecipient, by signing this subgrant agreement, certifies that it has not failed to satisfy any major condition in a current or previous subgrant agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
- g. **Drug Free Workplace requirement:** Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 2. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
 3. Every employee who works on the proposed subgrant agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the subgrant agreement.
 4. Failure to comply with these requirements may result in suspension of payments under this subgrant agreement or termination of the subgrant agreement or both and Subrecipient may be ineligible for award of any future subgrant agreements if the Pass-through Entity determines that any of the following has occurred: the

Subrecipient has made false certification; or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 et seq.)

- h. Expatriate Corporations: Subrecipient hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code §§ 10286 and 10286.1, and is eligible to contract with the State of California.
- i. Priority Hiring considerations: If this subgrant agreement includes services in excess of \$200,000, the Subrecipient shall give priority consideration in filling vacancies in positions funded by the subgrant agreement to qualified recipients of aid under Welfare and Institutions Code § 11200 in accordance with Pub. Contract Code § 10353.
- j. Sweatfree Code of Conduct:
 - 1. All Subrecipients contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to this subgrant agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Subrecipient further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code § 6108.
 - 2. The Subrecipient agrees to cooperate fully in providing reasonable access to the Subrecipient's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (1).
- k. Child Support Compliance: For any Agreement in excess of \$100,000, the Subrecipient acknowledges in accordance with Public Contract Code § 7110, that:
 - 1. The Subrecipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with § 5200) of Part 5 of Division 9 of the Family Code; and
 - 2. The Subrecipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Pass-through Entity.
- l. Air/Water Pollution violation certification: Under the State laws, the Subrecipient shall not be:
 - 1. in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
 - 2. subject to cease and desist order not subject to review issued pursuant to § 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
 - 3. finally determined to be in violation of provisions of federal law relating to air or water pollution.
- m. Clean Air Act: Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).
- n. Domestic Partners: For contracts over \$100,000 executed or amended after January 1, 2007, the Subrecipient certifies that it is in compliance with Public Contract Code

§ 10295.3.

o. Debarment and Suspension Certification: By signing this subgrant agreement, the Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that the Subrecipient will comply with regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension and OMB Guidance 2 CFR Part 180, that the prospective participant (i.e., Subrecipient), to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
2. Have not within a three-year period preceding this subgrant agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Section 2 of this certification.
4. Have not within a three-year period preceding this subgrant agreement had one or more public transactions (federal, state or local) terminated for cause of default.

Where the Subrecipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

p. Lobbying Restrictions: By signing this subgrant agreement, the Subrecipient hereby assures and certifies to the lobbying restrictions in 2 C.F.R. §200.450, 29 CFR Part 93 and in the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352).

1. No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this subgrant agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of the lobbying restrictions be included in the award documents for subgrant agreement transactions over \$100,000 (per OMB) at all tiers (including subgrant agreements, contracts and subcontracts, under grants, loan, or cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

q. Nondiscrimination Clause:

1. As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the Subrecipient assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws

and will remain in compliance for the duration of the award of federal financial assistance:

- i. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status and gender identity), national origin (limited English proficiency), age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;
- ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Subrecipient also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the Subrecipient's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the Subrecipient makes to carry out the WIOA Title I-financially assisted program or activity. The Subrecipient understands that the United States has the right to seek judicial enforcement of this assurance.

- r. Avoidance of Conflict of Economic Interest: An executive or employee of the Subrecipient, an elected official in the area or a member of the Local Board, will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by the Subrecipient or Pass-through Entity. Supplies, materials, equipment or services purchased with subgrant agreement funds will be used solely for purposes allowed under this subgrant agreement. No member of the Local Board will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.

Exhibit B

Intellectual Property Provisions

Federal Funding

Pursuant to 2 CFR 200.315, in any subgrant funded in whole or in part by the federal government, Pass-through Entity acquires the title to intangible property, as defined in 2 CFR 200.59 as including Intellectual Property, which results directly or indirectly from the subgrant. The federal government shall have a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use the Intellectual Property for Federal purposes, and to authorize others to do so. Additionally, pursuant to 2 CFR 2900.13, Intellectual Property developed under this subgrant will be licensed under a Creative Commons Attribution 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 Pass-through Entity.

Exhibit C

Confidentiality Requirements

The State of California and the Subrecipient will exchange various kinds of information pursuant to this subgrant agreement. That information will include data, applications,

program files, and databases. These data and information are confidential when they define an individual or an employing unit or when the disclosure is restricted or prohibited by any provision of law. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the EDD, the California Department of Social Services, the California Department of Education, the California Department of Corrections and Rehabilitation, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs.

The Pass-through Entity and Subrecipient agree that:

- a. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- b. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- c. The Subrecipient agrees that information obtained under this subgrant agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this agreement.
 1. **Aggregate Summaries:** All reports and/or publications developed by the Subrecipient based on data obtained under this agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
 2. **Publication:** Prior to publication, Subrecipient shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to California Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
 3. **Minimum Data Cell Size:** The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
- d. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.
- e. The Subrecipient shall notify Pass-through Entity's Information Security Office of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (916) 654-6231. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets.

The Subrecipient shall cooperate with the Pass-through Entity in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If the Subrecipient learns of a breach in the security of the system which contains confidential data obtained under this Subgrant, then the Subrecipient must provide notification to individuals pursuant to California Civil Code Section 1798.82.

The Subrecipient shall be responsible for all costs incurred by the Pass-through Entity due to a security incident resulting from the Subrecipient's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, or destruction; or loss, theft or misuse of an information asset. If the Subrecipient experiences a loss or breach of data,

the Subrecipient shall immediately report the loss or breach to the Pass-through Entity. If the Pass-through Entity determines that notice to the individuals whose data has been lost or breached is appropriate, the Subrecipient will bear any and all costs associated with the notice or any mitigation selected by the Pass-through Entity. These costs include, but are not limited to, staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach or loss of data.

- f. The Subrecipient shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Subgrant. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
- g. At no time will confidential data obtained pursuant to this agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- h. Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in Section 1798.55 of the California Civil Code, Section 502 of the California Penal Code, Section 2111 of the California Unemployment Insurance Code, Section 10850 of the California Welfare and Institutions Code and other applicable local, state and federal laws.
- i. Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- j. All Subrecipient staff and subcontractors that are provided access to any data systems of the Pass-through Entity, excluding CalJOBS, are required to complete and sign an Employee Confidentiality Statement (DE 7410).
- k. Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- l. If the Pass-through Entity or Subrecipient enters into an agreement with a third party to provide WIOA services, the Pass-through Entity or Subrecipient agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.
- m. The Subrecipient may, in its operation of the America's Job Center of California (AJCC), permit an AJCC Operator to enter into a subcontract to manage confidential information. This subcontract may allow an individual to register for resume distribution services at the same time the individual enrolls in CalJOBS. Subrecipient shall ensure that all such subcontracts comply with the intellectual property requirements of this subgrant agreement, the confidentiality requirements of this subgrant agreement and any other terms of this subgrant agreement that may be applicable. In addition, the following requirements must be included in the subcontracts:
 1. All client information submitted over the Internet to the subcontractor's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Clients' social security numbers must be stored in a separate database within the subcontractor's network of servers, and protected by a firewall and a secondary database server firewall or AES data encryption. If a subcontractor receives client social security numbers or other confidential information in the course of business, for example a resume-distribution service that provides enrollment in CalJOBS, social security numbers must be destroyed within two days after the client registers for CalJOBS. If a subcontractor obtains confidential information as an agent of the Subrecipient, the subcontract must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. Social security numbers and other client specific information

shall not be retained for more than three years after a client completes services.

2. Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the subcontractor's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the subcontract.
 3. An AJCC client must still be given the option to use the AJCC's services, including CalJOBS, even if he or she chooses not to use any services of the subcontractor. This option shall be prominently, clearly and immediately communicated to the client upon registration within the AJCC or for CalJOBS, the subcontractor's resume-distribution services, or any other services subcontractor offers to the client or the AJCC Operator.
 4. The subcontractor must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services the subcontractor offers. The subcontractor shall not use a client's personal and/or demographic information without the client's prior permission. A link to the subcontractor's Privacy Policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.
 5. When the Pass-through Entity modifies State automated systems such as the State CalJOBS System, it shall provide reasonable notice of such changes to the Subrecipient. The Subrecipient shall be responsible to communicate such changes to the AJCC Operator(s) in the local area.
- n. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation. As of this date, the following are those individuals:

FOR THE PASS-THROUGH ENTITY:

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FOR THE SUBRECIPIENT:

Name: Nick Schultz
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