

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

1 FIRST AMENDMENT TO CONTRACT NO. 32781

2 **32781**

3 THIS FIRST AMENDMENT TO CONTRACT NO. 32781 is made and
4 entered, in duplicate, as of November 19, 2015 for reference purposes only, pursuant to
5 a minute order adopted by the City Council of the City of Long Beach at its meeting on
6 November 10, 2015, by and between LOS ANGELES HARBOR COMMUNITY
7 COLLEGE, a public education entity ("Contractor") with offices located at 1111 Figueroa
8 Place, Wilmington, California 90744-2397 and the CITY OF LONG BEACH, a municipal
9 corporation ("City") and administering entity for Pacific Gateway Workforce Investment
10 Network ("Pacific Gateway").

11 WHEREAS, City requires specialized services requiring unique skills to be
12 performed in connection with training and educational support to Pacific Gateway
13 participants; and

14 WHEREAS, the parties entered Contract No. 32781 whereby Contractor
15 agreed to provide such services; and

16 WHEREAS, the parties desire to extend the term;

17 NOW, THEREFORE, in consideration of the mutual terms and conditions in
18 the Contract and in this First Amendment, the parties agree as follows:

19 1. Section 2 of Contract No. 32781 is hereby amended to read as
20 follows:

21 "2. TERM. The term of this Contract ("Term") shall be deemed to have
22 commenced as of November 7, 2011, and unless sooner terminated pursuant to the
23 provisions hereof, shall terminate on June 30, 2016. Either of the parties hereto shall
24 have the right to terminate this Contract in its entirety at any time during the Term for any
25 or no reason whatsoever by giving fifteen (15) days prior written notice of termination to
26 the other party. City shall have the additional right to cancel any part of this Contract at
27 any time during the Term for any reason whatsoever by giving fifteen (15) days' notice of
28 such cancellation to the Contractor.

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

9 2. Except as expressly amended in this First Amendment, all terms and
10 conditions in Contract No. 32781 are ratified and confirmed and shall remain in full force
11 and effect.

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1 IN WITNESS WHEREOF, the parties have caused this document to be duly
2 executed with all formalities required by law as of the date first stated above.

3 LOS ANGELES HARBOR COMMUNITY
4 COLLEGE, a public education entity

5 _____, 2015

By 
6 Name Dr. OTTO LEE
7 Title President

8 _____, 2015

By _____
9 Name _____
10 Title _____

11 "Contractor"

12 CITY OF LONG BEACH, a municipal
13 corporation

14 April 1, ~~2015~~
15 2016

By 
16 Assistant City Manager
17 City Manager

18 "City"

19 EXECUTED PURSUANT
20 TO SECTION 301 OF
21 THE CITY CHARTER.

22 This First Amendment to Contract No. 32781 is approved as to form on

23 March 24, 2016

24 CHARLES PARKIN, City Attorney

25 By 
26 Deputy

27 OFFICE OF THE CITY ATTORNEY
28 CHARLES PARKIN, City Attorney
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Long Beach, CA 90802-4664

**Amendment
To Document Attachment
Contract No. 32781**

**Exhibit B
Statement of Work
H-1B Health Sector Training Project**

CONTRACTOR: Los Angeles Harbor Community College
1111 Figueroa Place
Wilmington, CA 90744
(Hereinafter referred to as "LAHCC")

CONTRACT TERM: November 7, 2011 – **June 30, 2016**

CONTRACT AMOUNT: Not to Exceed \$202,154

NUMBER SERVED: 70 Participants

FUNDING SOURCE: Department of Labor – H-1B Visa Funds

Administered by the City of Long Beach, Pacific Gateway supports the workforce needs of the residents and businesses, through its one-stop career centers. The Los Angeles Harbor Community College (LAHCC) shall administer the program services described herein on behalf of Pacific Gateway.

I. PROGRAM SUMMARY:

The H-1B Health Sector Training Grant Project with LAHCC is a partnership among Long Beach Memorial Medical Center (LBMMC), LAHCC, and Pacific Gateway to train 70 participants as Sterile Processing Technicians, Medical Billers and Certified Nurse Aide/Home Health Aides (CNA/HHA). LBMMC's Instructor will train non-incumbent workers incumbent workers in sterile processing, while LAHCC will coordinate the exams and provide individual tutorial support for the Incumbent workers during training. Tutoring support will be offered to both incumbent and non-incumbent workers while they are preparing to take the exam for the IAHCSSM Certification. LAHCC will also provide medical Billing training and CNA/HHA on-site at their college campus.

II. PARTICIPANT SELECTION PROCESS:

Individuals interested in the sterile processing, medical billing and CNA/HHA training will bring their unexpired, right-to-work documents, DD214 (if a Veteran), unemployment stub (if receiving) and professional resume (if applicable) to Pacific Gateway. They will then register and complete a self-paced personal skills inventory and, upon completion, meet with a Pacific Gateway Skills Team Program Specialist.

The Program Specialist will meet individually with candidates to discuss training suitability requirements, provide program overview, and conduct an initial assessment. If

the individual is determined to meet the initial suitability requirements, the Program Specialist will reserve a seat for that candidate in the interviewing and resume workshops. If the candidate has a professional resume, the resume workshop may be waived upon approval from the Program Specialist and the candidate will place their resume on the Virtual One-stop (VOS) system. After the candidate has a professional resume on VOS and attended the workshops, a Skills Program Specialist will refer the individual to the waitlist.

Prior to being scheduled for an interview with LBMMC, candidates on the waitlist will be contacted to attend an orientation and to take a CASAS test. LBMMC will make the final selection of the non-incumbent workers to attend the sterile processing technician training. Incumbent workers will be selected and referred to training based on LBMMC's internal needs.

Participants attending H-1B training must be committed to completing training and to full-time employment for a minimum of 1 year following the training. Priority will be given to Veterans, individuals who are 27+ weeks unemployed and those who have the ability to benefit from the training. Participants will complete a budget to demonstrate that they can financially support themselves during the training pre-employment period.

III. TRAINING AND EXAMINATION:

During training, LAHCC will provide regular progress updates on the non-incumbent worker's training/examination progress and inform Pacific Gateway immediately of any barriers and challenges that may hinder the participant's success. LAHCC will provide additional tutoring for sterile processing trainees needing to retake an exam. LAHCC will offer both the incumbent workers and non-incumbent workers pre-examination tutoring.

IV. FUNDING:

LAHCC shall be paid an amount not to exceed \$202,154. These funds will be reimbursed according to the Project Budget attached hereto. Funds available in support of this agreement are made possible through the Department of Labor under the H-1B Visa Funds.

V. TRAINING OUTCOMES:

LAHCC must provide list of participants who attended training, including those who obtained certificates. LAHCC must provide sign in sheets for the sterile processing training and individual tutoring and for the medical billing training and CNA/HHA cohort training.

VII. PROGRAM MANAGEMENT:

Pacific Gateway will review LAHCC's performance after each cohort to ensure that program goals are met. Pacific Gateway will conduct an on-site monitoring review to ensure training is being provided in accordance with the training curriculum. The original monitoring report will be provided to the Quality Assurance Unit. If LAHCC cannot fulfill the obligations of this contract, Pacific Gateway's designated Program Manager must be notified in writing immediately.

VIII. INVOICING PROCEDURES:

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

IX. CONTINUATION OF CONTRACT:

Continuation of this contract is contingent upon the satisfactory achievement of the standards and goals of this agreement as determined by Pacific Gateway and/or availability of H-1B funds from the Department of Labor.

X. LETTER OF MODIFICATION:

All requests for contract modifications must be in writing and include detailed justification for such modifications. Pacific Gateway may initiate a letter of modification at any time during the contractual term with written concurrence from LAHCC.

XI. PROJECT BUDGET:

Contracted Training	Cost per Participant	# of Participants	Total
Sterile Processing Technician	1007.85	29	\$29,227.67
Contracted Training	Cost per Cohort	# of Cohorts	Total
Medical Billing	\$40,950	2	\$81,900
CNA/HHA	\$82,005	1	\$82,005
Other			
IAHCSMM Tests			\$2,542.30
Books			\$4,212.04
Office Supplies			\$2,266.99
TOTAL			\$202,154.00

AM:1/22/16