#### **AGREEMENT NUMBER: NEGPY1415**

# BETWEEN The Southeast Los Angeles County Workforce Investment Board AND THE ORANGE COUNTY WORKFORCE INVESTMENT BOARD

THIS AGREEMENT is made and entered into this <u>8</u> day of <u>April 2014</u>, by and between the **Southeast Los Angeles County Workforce Investment Board** herein after referred to as "SELACO WIB." and the County of Orange, <u>Orange County Workforce Investment Board</u>, a political subdivision of the State of California, hereinafter referred to as "County" with its principal place of business located at <u>1300 South Grand Avenue</u>, <u>Building B</u>, <u>3<sup>rd</sup> Floor</u>, <u>Santa Ana</u>, <u>CA</u> 92705.

WHEREAS, on **December 3, 2013**, SELACO WIB was awarded by the State of California, Employment Development Department (EDD) a National Emergency Grant: Health Industry; Patient Care Career Pathway Project and,

WHEREAS, this partnership is to provide institutional training as well as On-the-Job training (OJT) to dislocated workers, veterans/spouses, and CalWORKS recipients hereinafter referred to as "participants" who reside in economically vital regions of the State; and,

WHEREAS, the County represents itself as being qualified and capable of providing said services in accordance with all rules and regulations developed to implement said statutes and in accordance with the terms and conditions of this agreement, as well as federal, State and local regulations regarding WIA funds; and,

WHEREAS, SELACO WIB desires the County to provide said services to participants; and, NOW, THEREFORE, in consideration of the recitals and the mutual obligations provided herein, the parties hereto agree as follows:

#### I - COUNTY REQUIREMENTS/RESPONSIBILITIES

County shall be required to provide core, intensive, training and supportive services as set

forth in the Exhibits and Attachments listed below, attached hereto and incorporated herein by this reference:

# **EXHIBITS AND ATTACHMENTS**

Attachment A: Participant Plan

Attachment B: Budget

Exhibit A: Application

Further Responsibilities.

#### County shall:

- A. Fully cooperate with authorized representatives of SELACO WIB, the State and federal governments including independent auditors, seeking to interview any program participant or staff member of County, or to evaluate, inspect and/or monitor those facilities and operations of County that are directly involved in the implementation of programs funded through this Agreement. Notices to audit or inspect files and records related to this Agreement, shall be made no less than 30 business days prior to intended date of inspection.
- B. Provide services funded under this Agreement only to individuals determined eligible under
   WIA guidelines.
- C. Provide facilities which are adequate to fulfill the requirements of this Agreement.
- D. Provide services as described in Attachment A.
- E. County shall ensure that participants comply with Section 167(a)(5) of the Military Selective Service Act (50 USC Appx. 451 et. Seq.) and other eligibility requirements applicable to the program under which the participant is enrolled.

#### II - COMPENSATION

- A. The parties agree that this shall be a cost reimbursement agreement. Only allowable administrative/program costs described in Attachment B shall be reimbursed for actual expenditures incurred during the program year, not to exceed budgeted amounts for which the County has adequate supporting documentation of such expenditures. The County shall not request reimbursement based upon un-budgeted amounts. Funding amount is 213,586.00.
  - A.1 County shall document its expenditures using the Report format approved and provided by SELACO WIB.
  - A.2 County shall submit a complete and accurate monthly report including allowable accruals on forms approved and provided by SELACO WIB.

- B. County shall make no additional claims for costs, charges, or fees, nor shall County receive additional payment or any form of reimbursement from SELACO WIB individual participants or any other party, other than as specifically detailed in this Agreement.
- C. Notwithstanding the provisions concerning the term of the Agreement, funding shall be provided according to the following provisions:
  - This Agreement is funded solely under the Workforce Investment Act (WIA). In the
    event the WIA is canceled or WIA funds to SELACO WIB are terminated, this
    Agreement will likewise terminate.
  - County and SELACO WIB hereby agree that payment will be issued by SELACO
     WIB within thirty (30) days following receipt and approval of each monthly invoice.

#### **III -- TERM OF AGREEMENT**

The term of the Agreement shall be from April 8, 2014 through March 31, 2015

#### **IV – MODIFICATION**

This Agreement fully expresses the agreement of the parties. Any modifications or amendment of the terms of this Agreement must be by means of a separate written document approved by SELACO WIB.

#### **V -- ASSIGNMENTS AND SUBCONTRACTORS**

- A. The County agrees that it shall be held responsible to SELACO WIB for the performance of any approved subcontract.
- B. The County shall be solely liable and responsible for any and all payments and other compensation for all subcontractors and SELACO WIB shall have no liability or responsibility with respect thereto.
- C. The County shall not assign any part or all of its interest in this Agreement without written approval from SELACO WIB.
- D. All applicable provisions and requirements of this Agreement shall apply to any subcontracts

or sub agreements. The County agrees that the County shall be held responsible by SELACO WIB for the performance of any subcontractor(s). Procurement of subcontractor and/or vendor services must be in compliance with appropriate County, State, and federal regulations, directives, and policies. Subcontracts must be in writing and a copy of each subcontract must be made available upon request.

#### **VI – MUTUAL INDEMNIFICATION**

County agrees to indemnify, defend with counsel approved in writing by SELACO WIB, and hold SELACO WIB, its elected and appointed officials, officers, employees and agents harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by County pursuant to this Agreement.

SELACO WIB agrees to indemnify, defend and hold harmless County, its officers, employees and agents harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by SELACO WIB pursuant to this Agreement.

If judgment is entered against County and SELACO WIB by a court of competent jurisdiction because of the concurrent active negligence of SELACO WIB or SELACO WIB indemnities, County and SELACO WIB agree that liability will be apportioned as determined by the court. Neither PARTY shall request a jury apportionment.

#### **VII -- OCCUPATIONAL SAFETY AND HEALTH ACT**

County agrees to provide all participants with safety and health protection which shall be at least as effective as that which would be required under the Occupational Safety and Health Act of 1970 as amended if the participants were employees of the County. County shall also comply with the provisions of the California Occupational Safety and Health Act as amended.

#### IX -- COMPLIANCE WITH APPLICABLE LAWS

County shall comply with the Workforce Investment Act (WIA) Public Law 105-220, as amended; Title 20 Code of Federal Regulations Part 626 et al, applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Title VI of the Civil Rights Act of 1964, WIA Section 188, Equal Employment Opportunity (EEO) (Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented in 41 CFR Part 60, Title IX of the Education Amendments of 1972, as amended, Age Discrimination Act of 1975, amended, Public Law 107-288 (38USC 4215) Jobs For Veterans Act, Public Law 118-8 Salary and Bonus Limitations, Public Law 94-163 of the Energy Policy Conservation Act, and Environmental Protection Agency requirements; the Family Economic Security Act (FESA) AB 3424, as amended; the Americans with Disabilities Act (ADA) of 1990; the California Public Records Act; Applicable Drug Free Workplace Requirements, Office of Management and Budget (OMB) Circulars and applicable compliance supplements; all other Federal, State and local laws, rules and regulations; as well as applicable provisions and standards promulgated by the Department of Labor, including but not limited to the following:

- 1. Selection of participants and staff,
- 2. Use of State and/or federal funds,
- 3. Requirements for record keeping and reporting,
- Provisions regarding the compensation and working conditions of participants and non-discrimination requirements.

If regulations are amended or revised, County shall comply with them or notify SELACO **WIB** within 30 days after promulgation of amendments or revisions that it cannot so conform.

#### X -- RECORDS

#### A. Access

County shall give any authorized representative of SELACO WIB or any appropriate federal or State agency complete access to the right to examine any and all records, books, participant files, papers, reports, and audits. Notices to audit or inspect files and records related to this Agreement, shall be made no less than 30 business days prior to intended date of inspection.

#### B. Retention

The County shall make any and all WIA-related records, reports, participant files, and other documentation any physical evidence, in addition to documents required by this Agreement, as may reasonably be requested by SELACO WIB, available for inspection and audit by any federal, State, or agency, upon request, for **three (3) years from the termination date** of this Agreement. In the event of litigation, unresolved audits and/or unresolved claims, the County agrees to retain all such records, reports, participant files, and other documentation and physical evidence beyond the three-year period, until all such litigation, audits, and claims have been resolved.

#### XI--REPORTING REQUIREMENTS

#### A. General Reporting

At such times and in such forms as SELACO WIB may require, there shall be furnished to SELACO WIB such records, reports, data and information pertaining to matters covered by this Agreement. Notices to audit or inspect files and records related to this Agreement, shall be made no less than 30 business days prior to intended date of inspection.

B.

County is required to close-out funds appropriated within sixty (60) days following the
date of March 31, 2015. The County shall submit to SELACO WIB a report of
expenditures on forms provided by SELACO WIB, a complete and accurate report of
expenditures including allowable accruals of allowable expenditures.

- 2. Each month, County shall submit to SELACO WIB, on forms provided by SELACO WIB, a complete and accurate monthly expenditure report, including allowable accruals. Allowable accruals as used in this Agreement shall refer to expenses that can be accurately measured and estimated for inclusion in the total cost reported on the closeout of the grant within the contracted period. Any other costs not included will be considered disallowed.
- Within sixty (60) days following the termination of the Agreement, County shall submit to SELACO WIB, on forms provided by SELACO WIB, a complete and accurate final close-out report of expenditures including all allowable expenditures and a remittance for all unearned grant funds as identified in the close-out.

#### XII - 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 grantee, subgrantee 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 licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which are 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 is added to the grant and must be expended for all allowable grant activities.

#### **XIV -- CONFIDENTIALITY REQUIREMENTS**

A. County shall maintain the confidentiality of any information regarding participants and the immediate family of any participant that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies, counselors, or any other source. The County shall not divulge such information without the permission of the participant, except for disclosures required by court process, order, or decree, and except that information which is necessary for purposes related to the performance or evaluation of the Agreement may be divulged to parties having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement and to governmental authorities to the extent necessary for the proper administration of the program.

#### B. <u>Confidentiality of State/County Records</u>

Confidential information pertains to any data that identifies an individual or an employing unit. Confidential information is not open to the public and requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, Employment Development Department, the California Department of Social Services, the California Department of Education, the County Welfare Department(s), Directors 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 County agrees to:

1. Keep all information furnished by State/County agencies strictly confidential, and make the information available to its own employees only on a "need-to-know" basis, as specifically authorized in this Agreement. Instruct all employees with State/County information access regarding the confidentiality of this information and of the penalties for unauthorized use or disclosure found in section 1798.55 of the

- Civil Code; section 502 of the Penal Code; section 2111 of the Unemployment Insurance Code; section 10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.
- Store and process information electronically, in a manner that renders it irretrievable by unauthorized computer, remote terminal, or other means. State/County confidential information should be returned promptly and/or, all copies/derivations should be destroyed when no longer in use. An approved method of confidential information destruction should be used: shredding, burning, or certified/witnessed destruction. Magnetic media are to be demagnetized or returned to appropriate agency. In no event, shall said information be disclosed to any individual outside of the County staff, and/or their employees.

#### XV -- CERTIFICATION REGARDING CHILD SUPPORT COMPLIANCE PROGRAM

County, by signing this Agreement, hereby certifies compliance with the Child Support Compliance Act of the State of California, as implemented by the Employment Development Department. County assures that to the best of its knowledge, it 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 California Employment Development Department. County recognizes and acknowledges the importance of child and family support obligations and shall fully comply with 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 Section 5200) Part 5 of Division 9 of the Family Code. County's failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and the County may be ineligible for award of future Agreements if SELACO WIB determines that any of the following has occurred: (1)

false certification, or (2) violation of the certification by failing to carry out the requirements as noted

above.

XVI-- FISCAL ACCOUNTABILITY

County shall establish and maintain a sound financial management system, based upon

generally accepted accounting principles. An integral part of the required financial management

system is a system of internal accounting controls that will provide reasonable assurance that WIA

assets are safeguarded against loss from unauthorized use or disposition, and that accounting

transactions affecting WIA fund accountability are properly charged and recorded by administrative

and program cost categories to permit the preparation of accurate and supportable financial reports.

**XVII-- NOTICES** 

All notices to be given in accordance with this Agreement shall be deemed served by (1)

enclosing same in a sealed envelope addressed to the party intended to receive the same at the

address indicated herein and deposited postage prepaid in the United States Postal Service, or (2)

personal service.

For these purposes, the addresses of the parties shall be as follows:

**SELACO WIB** 

10900 E. 183<sup>rd</sup> street

Suite 350

Cerritos, CA 90703

Attn: Yolanda Castro, Executive Director

County

1300 South Grand Ave., Building B, 3<sup>rd</sup> Floor

Santa Ana, CA 92705

Attn: Andrew Munoz, Executive Director

XVIII -- PROGRAM INCOME FOR NON-PROFIT AND PUBLIC AGENCIES

Program income is earned through the activities funded by this Agreement. For further

definition of program income and requirements for its use, Contractors are referred to WIA section

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195(7)(A) and (B)(i)(ii) and 20 CFR '667.200 which are herein incorporated by this reference.

Any program income must be reported to SELACO WIB on the expenditure report, and must be returned to SELACO WIB in accordance with SELACO WIB's written directions to the County. At the City's discretion, program income may be used to augment the County's WIA program. Such use of program income is permitted only by written amendment to this Agreement. Should such use of program income must be approved, County shall maintain records in support of all earnings and expenditures relating to the use of those funds in accordance with WIA record retention and audit requirements. SELACO WIB shall monitor County's compliance with all program income requirements.

#### **XIX -- AUDITS AND REQUIREMENTS**

County shall comply with audit requirements as identified WIA regulations (20 CFR 667.200(b) and respective Office of Management and Budget (OMB) Circulars and other applicable Federal, State, and local policies and regulations. County shall be responsible for determining whether it is subject to the OMB Circulars, or other federal auditing requirements, and, if so, shall be responsible for compliance with the audit requirements thereof. Such audits shall be paid for by the County. A commercial organization (subrecipient) receiving \$500,000 or more in federal financial assistance to operate a WIA program shall comply with the audit requirements set forth in OMB Circular 133.

County shall allow authorized SELACO WIB, State, and Federal representatives to have full access to the County's facilities and all related WIA documentation and other physical evidence for the purposes of auditing, evaluation, inspection, and monitoring of the program set forth in this Agreement, including the interviewing of the County's staff and program participants during normal business hours. Notices to audit or inspect files and records related to this Agreement, shall be made no less than 30 business days prior to intended date of inspection.

SELACO WIB shall have the authority to examine the books and records used by the County in accounting for expenses incurred under this Agreement. Should these books and records not meet the minimum standards of the accepted accounting practices of SELACO WIB, SELACO WIB reserves the right to withhold any or all of its funding to the County until minimum standards are met.

SELACO WIB may require the County to use any or all of SELACO WIB's accounting or administrative procedures used in planning, controlling, monitoring, and reporting of all fiscal matters relating to this Agreement.

SELACO WIB reserves the right to dispatch auditors of its choosing to any site where any phase of the program is being conducted, controlled, or advanced in any way, tangible or intangible. Such sites may include the home office, any branch office, or other locations of the County if such sites, or the activities performed thereon, have any relationship to the program covered by this Agreement. Notices to audit or inspect files and records related to this Agreement, shall be made no less than 30 business days prior to intended date of inspection.

When fiscal or special audit determines that the County has expended funds which are questioned under the criteria set forth herein, the County shall be notified and given the opportunity to justify questioned expenditures prior to SELACO WIB's final determination of the disallowed costs, in accordance with the procedures established under WIA.

#### XX---CERTIFICATION

#### A. Debarment and Suspension Certification:

By signing this Agreement, County hereby certifies under penalty of perjury under laws of the State of California the County will comply with regulation implementing Executive Order 12549, Debarment and Suspension, 29 CFR, Part 98, Section 98.510, that the prospective participant, to the best of its knowledge and belief, that it and its principals:

 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transitions by any federal department of agency;

- 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connecting 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;
- 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 paragraph 2 of this certification;
- Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause of default.
- Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

#### B. Lobbying Restrictions:

By signing this Agreement the County hereby assures and certifies to the lobbying restrictions which are codified in the DOL regulations at 29 CFR Part 93.

- No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an employee of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this 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, an officer or employee of Congress, or an employee

of a Member of Congress, in connection with this Agreement, the County shall complete and submit Standard Form - LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

#### C. Nepotism:

By signing this Agreement the County certifies that it shall not hire or permit the hiring of any person in a position funded under this Agreement if a member of the person's immediate family is employed in an administrative capacity by the County. For the purpose of this Agreement, the term's immediate family's means spouse (common law or otherwise), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by the County. The term's administrative capacity's means persons who have overall administrative responsibility for a program, including but not limited to selection, hiring, or supervisory responsibilities.

#### D. <u>Drug Free Workplace Compliance</u>:

By signing this Agreement the County hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990 (Cal. Gov. Code Section 8350 et seq.), as amended, including provision of the requisite certification as set forth therein; and the federal Drug-Free Workplace Act of 1998, including its implementing regulations (29CFR Part 98, commencing with 98.600).

# E. <u>Nondiscrimination and Affirmative Action:</u>

By signing this Agreement the County hereby certifies that it shall conduct not discriminate against any employee or applicant for employment because of race religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex. The County will take affirmative action to assure that applicants are employed, and that

employees are treated during their employment, without regard to their race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex.

#### XXI---PUBLICITY

No funds provided under this agreement 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 itself. Nor shall grant funds be used to pay salary or expenses of any grantee or agent acting for such grantee, related to any activity designed to influence legislation or appropriations pending before the Congress.

#### XXII---PUBLIC ANNOUCEMENTS

When issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing project or programs funded in whole or in part with federal money, County shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

#### XXIII -- GRIEVANCES AND COMPLAINT SYSTEM

- A. County shall maintain a grievance and complaint procedures in compliance with the WIA, federal regulation and state statues, regulation and policy.
- B. County shall not discriminate or retaliate against any person, or deny to any person a benefit to which that person is entitled under the provisions of the WIA or WIA Regulations because such person has filed a complaint, has instituted or caused to be instituted any proceeding under or related to the Act, has testified or is about to testify in any such proceeding or investigation, or has provided information or assisted in any investigation.
- C. County shall permit the Directorate of Civil Rights (or a representative) access to its

premises, participants, employees, books, and papers should the need arise during a complaint investigation.

D.

#### XXIV--DISPUTE RESOLUTION AND BREACH

#### A. Dispute:

County agrees to use administrative processes and negotiation in attempting to resolve disputes arising from this Agreement. County shall continue performance of the Agreement activities during such dispute and shall immediately submit written request for informal review and consultation to SELACO WIB Administration.

If the dispute is not resolved within thirty (30) days of such request, SELACO WIB through its agent shall review the disputed matter and, after consultation with SELACO WIB Administration and the County, reach a resolution. County shall be issued a decision in writing that shall bind all parties.

County shall be afforded an opportunity to appeal and to offer evidence in support of its appeal. Pending final decision of an appeal, County shall proceed with the performance of the Agreement. Upon final disposition, County shall comply with SELACO WIB's decision.

#### B. Breach:

In the event any party fails to perform, in whole or in part, any promise, covenant, or agreement herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein with respect to termination, if any, except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

#### XXV-- TERMINATION AND SANCTIONS OF FUNDING

#### D. Termination

- This Agreement may be terminated in whole or in part by SELACO WIB for cause,
   which shall include but are not limited to:
  - Failure for any reason of the County to fulfill in a timely and proper manner any of its obligations under this Agreement.
  - Suspension or termination by the Department of Labor or the State of
     California grant to SELACO WIB under which this Agreement is made.
  - c. Improper use by County of funds furnished under this Agreement.
- This Agreement may be canceled by either party without cause upon 30 days written notice prior to the effective date of such termination, which shall be specified in the notice.
- 3. Upon termination or cancellation of this Agreement, County shall be responsible for preparation of close out reports and transmittal to SELACO WIB of all documents which are in the possession of County that relate to the conduct of the program within the time and within the manner prescribed by SELACO WIB. Final payment to County under this Agreement will be made only after SELACO WIB has determined that County has satisfactorily completed said close-out procedures.

#### **XXVI--ENTIRE AGREEMENT**

This Agreement, including all Exhibits referenced, constitutes the entire agreement of the parties and supersedes any previous oral negotiations or written expressions of intent between the parties.

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IN WITNESS WHEREOF, the parties hereto have agreed on this date and year first above written.

By Southeast Los Angeles	County Workforce Investment Board
Authorized Signature	
Yolanda Castro Name	
Executive Director Title	
And,	
By COUNTY OF ORANGE/0	DRANGE COUNTY WORKFORCE INVESTMENT BOARD
Authorized Signature	e.
Name	e.
Title	

APPROVED AS TO FORM OFFICE OF THE COUNTY COUNSEL ORANGE COUNTY, CALIFORNIA

Date: March 11 2014

# **ATTACHMENT A: PARTICIPANT PLAN**

PARTICIPANT PLANNING ELEMENTS	PROJECT TOTALS	Plan Through 12/31/2013	Plan Through 03/31/2014	Plan Through 06/30/2014	Plan Through 09/30/2014	Plan Through 12/31/2014	Plan Through 03/31/2015
Enrolled in Training	41	0	0	15	31	41	41
Enrolled in OJT Only	2	0	0	0	0	2	2
Exits (Total)	41	0	0	5	25	35	41
Entering Employment at Exit	32	0	0	2	20	30	32
Entering OJT Employment at Exit	0	0	0	0	0	0	0
Entering OJT-Related Employment At Exit	0	0	0	0	0	0	0

# **ATTACHMENT B: BUDGET**

	SFP Form 1 - Budget Detail			
	APPLICANT:			
	Expense Item	Administration	<u>Program</u>	Total
1.	Staff			
a.	Salaries		\$6,504	\$6,505
b.	Fringe Benefits 30% of Salaries		\$2,787	\$2,787
2.	Staff Travel			\$0
3.	Communications			\$0
4.	Facilities Rent			\$0
5.	Facilities Utilities			\$0
6.	Facilities Maintenance			\$0
7.	Office Supplies			\$0
8.	Testing and Instructional Materials			\$0
9.	Equipment Purchases			\$0
10.	Equipment Leases/Use-Charge			\$0
11.	Tuition Payments/ITAs		\$130,777	\$130,777
12.	OJT Reimbursements to Employers		\$64,226	\$64,226
13.	Relocation Assistance			\$0
14.	Out-of-Area Job Search			\$0
15.	Supportive Services - For purposes of the DWT NEG, this line item is not an allowable cost category.			\$0
16.	Indirect Costs 5% Admin	\$9,291		\$9,291
17.	Other Costs**			\$0
18.	"Other" Program Management and Oversight Costs - For purposes of the DWT NEG, this line item is not an allowable cost category.			\$0
19.	Total Costs of Sub-Contract(s) to Other entity(ies) listed in Item 19 of Budget Detail			\$0
20.	TOTAL	\$9,291	\$204,295	\$213,586

\*\*\*"Other" Costs - For the purpose of DWT NEG, "Other Costs" are reasonable and necessary program costs that are not allocable to any any other program line items. The intent of DWT NEG is to provide critical training services that lead to employment, which is the reason the full range of WIA services not permitted under this grant. Core, Intensive and supportive services, including NRPs, are to be paid by DW formula funds/co-enrollment in other programs.

**EXHIBIT A: APPLICATION** 

# DISLOCATED WORKER TRAINING NATIONAL EMERGENCY GRANT SET COVER/SIGNATURE PAGE AND PROPOSAL SUMMARY

CWIB Use Only Proposal No.

Total Project	Budg	et							\$1,317,444		
Requested A	moun	t					3		\$750,000		
Applicant Na	me:				Southeast Lo	os Angeles Cou	nty Workforce	nvestment Bo	ard (SELACO WIB)		
Address:					10900 Ea	ast 183rd St	reet, Suite	350			
City & Zip Co	ode:				Cerritos,	CA 90703	÷				
County:					Los Ange	eles					
Designated (	Conta	ct Person a	nd Title	e:	Anna Led	on					
Telephone:	562-	402-9336	Fax:	562	2-860-7657	E-mail:	aleon@se	laco.com			
DUNS Numb	oer:	84778886	66								
Proposed R	egion:	Los Ang	eles C	oui	nty and O	range Coun	ty				
Proposed Occupations	s:	Certified Nurse As	sistant, Hom	e Healt	h Aide, Licensed Voo	cational Nurse, Medical A	ssistant, Pharmacy Tecl	nnician, Physical Thera	py Aide, Psychiatric Technician		
Grant Activit (Check all applicable b		■ Tr	aining		■ v	Vork-based Le	earning				
Approval of	f Auth	norized Rep	resen	tativ	/e						
Name:					Yolanda Castro						
Title: Executive Director					Signature Caskin						

# Dislocated Worker Training: National Emergency Grant: Health Industry – Patient Care Career Pathway Project Bridging the Experience Gap through Work-Based Learning

The Patient Care Career Pathway Project (hereafter "the project") is a collaborative venture of the Southeast Los Angeles County (SELACO) Workforce Investment Board (WIB), the Orange County WIB (OCWIB) and a partner network comprised of stakeholders representing workforce development, education, social services and the health industry.

The premise of the project is to expand the use of a proven strategy in patient care training that is foundational to the development of skills proficiency at the highest levels of the career pathway: work-based learning. The medical profession in the U.S. long ago institutionalized the requirement for doctors to complete an internship before being fully licensed to work unsupervised. For more than a decade, an increasing number of hospitals and health system providers have adopted internship and "residency" programs for new nurse graduates. The rationale is clear. The quality of patient care is, in part, directly attributable to the experience of the individual providing it. In the current competitive labor market, new graduates of programs at all levels of the patient care pathway experience difficulty in competing for positions based on the lack of hands-on experience in a real work environment. The project will utilize grant resources not only to fund institutional training leading to certificates for entry-level patient care positions, but also for on-the-job (OJT) training, which will follow classroom training and serve as a bridge to span new graduates' experience gap.

The following narrative elaborates on how the project will:

- Provide support to targeted job seekers in identifying, exploring and enrolling in health industry patient care training programs through which they will earn industry-valued credentials;
- Address skill gaps, particularly those experiential gaps which are common among newly graduated "credential earners;"
- Innovate through adapting successful approaches, reconfiguring strategies to produce better results for job seekers and health sector businesses alike.
- Promote system change through engagement of healthcare organizations and education providers in development of programs that formalize work-based learning as the final component of training for a wide range of professions providing primary/direct patient care.
- Support sector strategies for the healthcare industry that are central features of the SELACO WIB's and OCWIB's Local Area Plans, as well as California's Strategic Workforce Development Plan.

**I. STATEMENT OF NEED:** In its January 2013 Report on Health Workforce Development Needs: Findings and Recommendations, CWIB's Health Workforce Development Council provides a compelling case for the expansion and improvement of systems and strategies to prepare workers for California's rapidly expanding Health Industry. In addition, the report highlights the fact that Council has established the core goal "to expand California's full-time primary care workforce by 10-25% percent over the next ten years." Los Angeles and Orange counties, where the project will be implemented, are, respectively our state's first and third largest counties and are home to approximately 1 in 3 Californians. As such, the two counties are very much representative of the State as a whole with regard to healthcare issues, including economic and ethnic disparities in service accessibility, increases in chronic disease, and expanding need.

Landscape of the Health Industry within the Region: Within Los Angeles County, the healthcare sector is both a large and growing industry. The sector encompasses hospitals; nursing and residential care facilities; and a wide range of ambulatory health care services such as doctors' offices, dentistry practices, medical laboratories, and home health services. This sector employed nearly 360,000 workers in Los Angeles County in 2011, with average earnings of \$54,500. The sector is expected to add approximately 50,000 new jobs from 2012 through 2017. Among 22 target industries for economic and workforce development (based on size of the industry, its job creation potential, relative competitiveness and the average labor market compensation), in April 2013, the Los Angeles Economic Development Corporation (LAEDC) included ambulatory care services, hospitals, and residential care facilities. Prominent employers in Southeastern L.A. County, where SELACO's work is concentrated, include Cerritos Medical Center, Kaiser Permanente, Long Beach Memorial, Tri City Medical and Lakewood Hospital.

Even in the darkest days of the recession, healthcare proved to be an economic bright spot for Orange County, which is home to large scale facilities including UC Irvine Medical Center and St. Jude Medical Center in Fullerton. The sector continued to expand through the recession and by mid-2012 employment reached an all-time high of 137,500 jobs. Children's Hospital of Orange County has completed a \$562-million expansion that includes a new seven-story tower with a pediatric emergency center. This growth added approximately 400 positions to the hospital's workforce. A March 2013 report from UCLA's Anderson School of Business indicated that a recent influx of skilled workers relocating to Orange County is being driven in part by well-paying jobs in technology and healthcare and that the buying power of these workers is adding to the upswing in the real estate market and overall economic gains in the region. In addition to those indicated above, major healthcare employers in Orange County include Caremore Health Plan, Fountain Valley Regional Hospital, Hoag Memorial Hospital, Kaiser Permanente, Memorial Healthcare, Scan Health Plan and United Health Group.

Targeted High Demand Health Occupations: Based on data from the both LAEDC's 2013 "Labor Market Intelligence" report and Orange County's Comprehensive Economic Development Strategy (CEDS) report,<sup>2</sup> abundant growth exists among a wide range of occupations related to health; from those dealing with the manufacturing of biomedical devices to jobs in management of patient records using complex information technology systems. However, where the greatest number of projected jobs exists is in direct patient care, particularly at the entry- and lower mid-levels of the career pathway. Careers include a vast range of positions involved in treating and caring for patients. Substantial entry-level opportunities are projected in the following occupations:

Position	LA County Projections <sup>3</sup>	Orange County Projections
Certified Nurse Assistant	1708	504
Home Health Aides	918	418
Licensed Vocational Nurses	1034	270
Medical Assistants	860	252
Pharmacy Technician	301	168

April 2013
<sup>2</sup> Orange County Business Council, CEDS. 2013

<sup>1</sup> Industry and Labor Market Intelligence for Los Angeles County, LAEDC Policy and Economic Analysis Group,

<sup>&</sup>lt;sup>3</sup> Projections for both counties are "average annual openings" data published by EDD's Labor Market Information Division.

**Project's Approach to Addressing Skill Shortages:** As indicated above, while shortages exist for occupations across the health industry, the project will concentrate on positions in primary/direct patient care, as a variety of factors (described further in this narrative) are rapidly fueling the need for the entry-level direct care positions listed above. Furthermore, the premise of the project is to couple work-based learning to yield improved performance in care, which is directly relatable to these positions (vs. jobs in medical administration, research and records management). In addition to the occupations listed in the foregoing table, significant opportunities also exist for more specialized patient care positions such as Physical Therapy Aide and Psychiatric Technicians. Based on participants' preparedness to train for these midrange job classifications and results of employer outreach efforts, these and similar occupations may be added to those addressed by the project.

Target Populations to Be Served: In August 2013, the seasonally adjusted unemployment rate for Los Angeles County was 10.1% and 6.2% for Orange County. While figures for both counties represent dramatic improvement over rates from a year ago, a significant percentage of the unemployed are those who have been without work for six months or longer. As economies stabilize in both counties, layoffs continue, creating a new pool of dislocated workers that will seek opportunities in careers offering the likelihood of long-term employment and career pathway potential. As the project will serve a total of 145 dislocated workers, there is no doubt that the number of eligible candidates in the two counties vastly outstrips the number to be served. Adding to Unemployment Insurance recipients, high-need displaced workers such as CalWORKS participants and veterans, there are literally thousands of eligible unemployed individuals for every project slot available. Based on profiles culled from WIA-funded training participants over the last two years, SELACO WIB and OCWIB expect that job seekers most likely to seek training under the proposed project include: 1) those laid-off from service industry positions with few career advancement opportunities; 2) CalWORKS participants, who have been traditionally attracted to the patient care career pathway; and 3) female veterans, eligible spouses of male veterans, and male veterans, who performed health/patient care functions during military service. Individuals within these target populations will tend to lack certifications and work experience necessary to successfully compete for entry-level positions in the direct patient care career pathway.

**II. REGIONAL COORDINATION AND PARTNERSHIPS:** Collaboration among a wide range of regional workforce development, education, health industry and community-based partners is a central feature of the project. Key features of project collaboration include:

Region to Be Served by the Project: As a joint initiative of the SELACO WIB and the OCWIB, the project will serve job seekers and health industry businesses throughout the two-county area. Given the location of their one-stops/America's Job Centers of California (AJCCs), it is expected that many of project applicants will come from the WIBs' jurisdictions: all of Orange County with the exception of Anaheim and Santa Ana for OCWIB and the cities of Artesia, Bellflower, Cerritos, Downey, Hawaiian Gardens, Lakewood and Norwalk for SELACO WIB. However, based on commuting patterns for the region, where employees regularly travel 20 or more miles to work, the locations of participating employers will cover nearly the full expanse of Los Angeles and Orange Counties.

**Project Partners**: In addition to the two WIB partners, organizations participating in the project will include the following one-stop career centers/AJCCs: Cerritos and Norwalk administered by SELACO WIB and OCWIB-funded centers in Buena Park, Irvine and Westminster. While it is anticipated that the majority of the referrals for program will occur through the AJCCs, which

serve thousands of job seekers each month, additional referrals are anticipated through strong partnerships with the Los Angeles County Department of Social Services, Orange County Social Services Agency, and a broad range of veterans service agencies (Los Angeles County Department of Military and Veterans Affairs, Orange County Veterans Service Office, U.S. Vets, California Employment Development Department (EDD) Veterans Services representatives, and the Los Alamitos Joint Forces Training Base, among others). Both WIBs maintain active MOUs with the full range of one-stop partners prescribed by WIA (EDD, the State Department of Rehabilitation, local housing authority, etc.) and a broad array of social services agencies, including those offering support in the form of counseling, health services, transportation, shelter, clothing/uniforms, and childcare. Education partners (including community colleges, adult education programs, and private postsecondary institutions) will play a central role as training providers. A representative sample of participating institutions is included under Section IV, Training and Work-Based Learning, below.

Roles of the Participating LWIBs: SELACO WIB will function as grant recipient and lead agency. With regard to service delivery, caseloads will be almost evenly split between SELACO WIB (73 participants) and OCWIB (72 participants). Both WIBs will be responsible for leading their portion of the project in accordance with their focus on the health industry. Each will be responsible for coordinating the project through its AJCCs, ensuring participant enrollment into ETPL-approved training resulting in industry-recognized credentials, and developing OJT agreements with local healthcare organizations. In addition, both WIBs will use their Healthcare Sector Partnerships (described in Section VI, System Change, below) as mechanisms to review and evaluate the progress and outcomes of project activities and to recommend strategies to institutionalize effective features of the proposed service delivery model.

III. PROJECT PLAN: The following project plan includes an overview of key strategies and processes, along with a summary of participant and system outcomes that the project will yield. *Project Overview:* As introduced above, the Patient Care Career Pathway project will assist displaced workers in preparing them for re-employment by enrolling them in ETPL-approved classroom training programs through which they can earn a credential recognized and valued by industry employers. Graduates from such programs will be enrolled into project-funded OJT, which will serve as a bridge from school to employment. Upon the conclusion of the work-based learning module, new workers will begin unsubsidized employment, at which time they will exit the program. While OJT will be combined with existing classroom programs on a pilot or demonstration basis under this project, the ultimate goal is to formally incorporate this earn-and learn module into the structure of coursework for entry-level direct patient care positions.

While subject to State negotiation, performance targets are projected as follows:

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Participants to Be Served:		SELACO WIB	<i>OCWIB</i>	Total					
	LT Unemployed	23	49	72					
	Veterans/Spouses	15	10	25					
	CalWORKS	35	13	48					
	Total:	73	72	145					
Entered Employment	112 (77%) will enter unsubsidized unemployment								
Retention	98 (87.5%) will me	et WISA retention	n benchma	arks					
Average Earnings	\$19,178. While son	ne entry-level pos	sitions may	y come					
	in under this rate, n	nid-level position	s such as I	<b>LVNs</b>					
	and various "technicians" will raise the project								
	average to reach thi	is target.							

Industry Valued Credential Attainment	138(95%) will attain credentials via training						
Placement in Quality Jobs	Given the advancement opportunities in the patient						
	care career pathway, all jobs will be quality jobs; some						
	based current wages and other by virtue of						
	advancement potential.						
Placement in Targeted Industry Sectors	145 (100%) all placements will be in healthcare						
Employer Engagement/Investment	Employer engagement for all clients via OJT						
Industry Sector Partnerships	All project activities will be tied to the Health Sector						
	Partnerships being launched by SELACO and OCWIB						
Alignment of Fund Streams	WIBs' formula dislocated worker funding will be						
	leveraged to cover all non-training costs for WIA						
	participation. A variety of partners' non-WIA						
	resources will be used to participant support.						

Sector Strategy and Career Pathway Approach: Both participating WIB's have targeted the health industry as a sector of focus for their workforce systems. Their overall strategy in addressing the workforce needs of the sector includes working with business representatives and other stakeholders through Sector Partnerships to identify specific skills needed in the workforce and to develop strategies to bridge the skill gaps. Generally, these strategies will include revisions to existing curricula, development of new curricula, and development of new approaches to training and skills development. The proposed project falls into the realm of the "new approaches," as it proposes to better prepare workers seeking to enter the pathway (at entry- to mid-level positions) by combining classroom training with work-based learning to: 1) bridge the gap in experience that poses an obstacle for new graduates seeking employment; 2) produce higher competency levels among new workers who participate in hands-on learning, working alongside a proctor or preceptor; and 3) engage businesses not only in designing training, but delivering it, so that they are more vested in their newly hired workers.

Client Flow: Displaced workers and unemployed individuals recruited for the project will be assessed for basic skills levels, interests, and past experience. For veterans recently separated from the military, an assessment of the transferability skills from military applications to civilian employment will be completed. Participants will also conduct career exploration via AJCC resources to determine the career options and programs that are of greatest interest to them and are aligned to their goals. An Individual Employment Plan (IEP) will be developed for each participant summarizing their backgrounds and assessment results, while charting a course of action, which, in addition to vocational skills training, may include other services, such as work readiness training, basic skills development, computer literacy enhancement, and a range of support service that will promote their ability to participate in training and be ready for employment.

As described above, participants will be enrolled in institutional training leading to certification/credentialing, after which they will be enrolled into OJT to continue their skills development. The completion of on-the-job training coincides with program completion. Participants at this point are considered placed, are exited from the program, and will be tracked and supported through 12-month post-program follow-up, during which they can continue to access WIA support systems and AJCC resources.

Outreach, Recruitment and Engagement of Job Seekers: A campaign will be launched to publicize the availability of healthcare training through the project. The campaign will be targeted to key target groups, including veterans, the long-term unemployed and those high-need

unemployed individuals, such as CalWORKS recipients. In addition to publicizing the program via their websites, the two participating WIBs will develop materials for distribution to clients at service sites, including local AJCCs, offices of veteran-serving organizations, county social services agencies, the one-stop partners and CBOs. Weekly orientations held at the AJCCs will highlight the features and benefits of the project, particularly the use of OJT as a bridge to promote rapid transition from classroom training to paid work. Given the fact that training is short-term, will prepare workers to enter or advance in a high-demand career pathway and include a strong work-based learning component to connect participants to employment, it is anticipated that there will be a high level of interest in the project and that all enrollments will be completed by 02-01-2015.

Outreach, Recruitment and Engagement of Employers: Because SELACO WIB and OCWIB have both long served the healthcare industry by recruiting and training workers for a wide range of local employers, outreach and engagement of businesses under this project will be an extension of on-going efforts. In addition, the two WIBs have begun to engage business leaders from the health industry with regard to participating in a Sector Partnership, which, as described below, will assist the workforce systems and other stakeholders in developing new strategies to address skills shortages and gaps. Given these current and on-going efforts, broad-based engagement of employers has begun. Outreach to specific employers for OJT will be targeted to businesses that hire in the classifications selected by participants. As participants select training (e.g. CNA, LVN, and Medical Assistant), AJCC staff assigned to work with participants will begin to contact businesses in that category to identify openings and develop OJT structure and general content. Through this approach, participants will be able to interview for jobs prior to graduation and (subsequent to being made a job offer) quickly begin employment and workbased learning. While employers have not been pre-selected (given that customer assessment and choice will drive the actual positions for which they will train), businesses that have recently hired the WIBs' clients for entry-level patient care positions include: Coast Healthcare Management, Davita Pacific Dialysis, El Rancho Vista Healthcare, Family Health Centre, Health Care Partners, Kaiser Permanente, La Palma Hospital, Norwalk Villa Convalescent, Pioneer Medical Group, and Protocol Healthcare, among dozens of others.

**IV. TRAINING AND WORK-BASED LEARNING**: The overall approach to training and closing skills gaps draws extensively from apprenticeship, internship and other work-based learning models used in healthcare and other strategic industry sectors. In fact, the model seeks to replicate specific strategies that been used by the workforce system and that have been endorsed by the U.S. Department of Labor (DOL) as effective career pathway strategies for healthcare. Organizations and programs that have successfully implemented versions the proposed "credential + OJT" bridge model include the Healthcare Workforce Partnership of Western Massachusetts and the Training and Upgrading Fund of District 1199C, an affiliate of the National Union of Hospital and Health Care Employees (AFSCME, AFL-CIO). Under the Massachusetts Partnership project, a U.S. DOL grant provides funding for participants to receive training to earn industry-recognized credentials, followed by OJT to gain required clinical and technical skills along with work experience<sup>4</sup>. The 1199C Career Pathways Sector Strategy in Healthcare is a model that further embraces work-based learning by re-tooling coursework to include additional "action learning," emphasizing experiential learning on the job<sup>5</sup>. The project has drawn elements from these models to develop the proposed approach to training.

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<sup>5</sup> http://www.doleta.gov/taaccct/pdf/presenters/Feldman.pdf

<sup>4</sup> http://westernmasshealthcareers.org/about/current-projects/healthcare-on-the-job-training-program

Classroom Training and Credentials: Following assessment and career exploration, participants, working with their AJCC Case Managers, will select training suited to the abilities, level of preparedness and career goals. Based on those entry- to mid-range patient care occupations for which there is significant demand, the partners have identified that following ETPL-approved, short-term training programs offering certificates recognized by local employers.

Occupation/Course	Providers	Course Length	Av. Entry Wage
Certified Nurse Assistants	Hacienda/La Puente Ad. Sch.	1 semester	\$11.84
	Long Beach City College	1 semester	
	QBICS Career College	15 weeks	
Home Health Aides	ABC USD Adult Education	6 weeks	\$9.23
	Compton Adult School	9 weeks	
	Mt. San Antonio College	6 weeks	
Licensed Vocational Nurse	Hacienda/La Puente Ad. Sch.	1 year	\$20.95
	Long Beach City College	1 year	
Medical Assistants	Cerritos College	1 year	\$12.71
	No. Orange County CCC	1 year	
Pharmacy Technicians	Pharmacy Technicians Southeast ROP		\$15.77
	Irvine Valley College	6 months	
Physical Therapy Aide	Bassett Adult School	17 weeks	\$11.84
Psychiatric Technician	Mt. San Antonio College	18 months	\$20.45

The foregoing list of providers is not exhaustive, but is intended to illustrate the availability of courses offering certificates.

Work-Based Learning and Business Involvement: Training will be tailored to meet the needs of participants through the development of OJTs, which will be customized in content and length to reflect the precise work-based learning needs of each participant. As participants approach the completion of training, job development efforts will be concentrated on finding employment opportunities with businesses that have affirmed their interest in providing additional training via OJT. A general training plan will be developed for the position, but will be adjusted to the work-based learning needs of each participant. For instance, a project participant completing an LVN program may have worked previously as a Medical Assistant. This participant would require fewer hours of work-based training/experience in basic patient care functions than an LVN graduate with no previous work experience in healthcare. In addition, while it is expected that OJT will average approximately 200 hours, the length of OJT will vary from position to position and from participant to participant.

Business involvement in the project will be comprehensive, as employers that have agreed to host OJT will need to become familiar with course content in order to identify where work-based training should begin. They will work hand-in-hand with AJCC staff to develop OJT training plans and the company's supervisors and lead staff will function as proctors/preceptors who provide instruction, training and guidance on the job. In addition (as addressed under Section VI, System Change, below) many of the business representatives who participate in the project will be engaged as members of the WIBs' Healthcare Sector Partnerships, which will lead a needs analysis process that will recommend improvement strategies for training and service delivery.

Coordination of Bridge Activities: AJCC staff will be responsible for the development of OJTs for all project participants. Public and private education institutions may participate in the

project without agreeing to adopt OJT as a formal work-based extension of the learning that occurs in their programs. However, AJCC staff will remain engaged with the employers providing OJT and will survey their satisfaction with the OJT experience. Based on overall business input on OJT value, quality, content, structure and effectiveness, the partners will identify programs/providers that: 1) appear best suited to incorporating OJT into their program design as a work-based extension of learning that occurs in the classroom; and 2) are willing and able to make these changes to course/program design.

**V. INNOVATION:** As described in the introduction and throughout this narrative, the project's innovation stems not from the implementation of entirely new strategies, but from using proven approaches in new ways. In part, this includes the combination of training strategies that have historically been distinct; those that are didactic and those that are experiential. While it is not entirely uncommon for entry-level healthcare positions to include a brief "externship" component, nor is it unheard of to follow classroom training with on-the-job training, the project seeks to formalize these strategies, with the goal of creating a structured and productive transition from classroom graduation to workplace proficiency.

Building on Past Successes: While an intensive focus on sector strategies may be newer elements of state and local area workforce plans, training and recruitment on behalf of local healthcare organizations is a staple element of the workforce services provided by the participating WIBs and many of their partners. OCWIB has relied on the resources of the community college system (including Golden West College, which serves as the Chancellor's Deputy Sector Navigator for the region) and other institutions to train large numbers of healthcare workers for this growing sector of the county's economy. Similarly, for more than a decade, SELACO WIB and its one-stop system have devoted significant efforts and resources to training entry- and mid-level workers (including Home Health Aides, CNAs and LVNs) on behalf of local employers. In 2012, SELACO WIB began operation of a U.S. DOL-funded H1-B project, which advances the national trend of implementing internship programs for new nurse graduates. The project uses grant-supported OJTs to fund work-based learning for inexperienced RNs at Kaiser-Permanente facilities, thereby establishing a mechanism for hands-on learning before these RNs start working without direct oversight by a proctor or preceptor. Past experience in developing and implementing training for health industry employers has helped to inform the work-based learning and other strategies and approaches that will be implemented under this project.

Crafting New Strategies through Coordination of Proven Approaches: For health careers, industry-recognized credentials matter. In fact, at mid- and higher levels of the patient care career pathway, certifications (e.g. certificates, licenses, registry, and degrees) are required. But as the industry grows, workforce demands increase and patient care is transformed by technology, trends and public policy, the need for hands-on experience and proctored workplace learning is also increasing. The education system and the workforce system have two essential instruments in their "toolkits" to address demands for skills acquisition in entry-level positions: classroom training leading to certificates/credentials and on-the-job training, which provides an earn-and-learn opportunity to gain experience in serving patients. Innovation begins as these services are soldered together on a pilot basis under the project. Innovation will take root as the pilot produces results, at which time the WIBs and their health industry Sector Partnerships will develop recommendations to institutionalized work-based learning as part of specific classroom training programs for patient care careers.

VI. SYSTEM CHANGE: The core strength of the proposed project is the promise it holds to transform the ways that training is delivered to prepare workers in California for entry-level positions in direct patient care. Our region's aging population, the implementation of the Affordable Care Act, anticipated retirements from positions along the career pathway, and a wide range of other factors will continue to demand greater numbers of new workers in the occupations targeted by the project and, at the same time, require from the onset that these workers be better prepared than their predecessors to take on the full range of challenges that their jobs present. The project will pilot the combination of paid "internships," which are based in real world work settings, with didactic coursework to create a new model for producing job ready graduates in direct patient care at entry points to the pathway. As discussed, project-related benefits abound for job seekers and healthcare organizations. The former become more "hireable" by virtue of their status as OJT interns, who expand upon their classroom learning by working alongside skilled managers and counterparts. The latter (businesses hiring new graduates) train new hires to meet industry and company requirements, thus developing workers who are better skilled and less likely to commit errors as new employees in the workplace.

In addition to promoting a model that the partners expect to be universally replicable throughout California, the project will promote true system change through the following:

Linking the Project to the LWIBs' Sector Partnerships: In connection with the sector strategies embodied in their recently submitted Local Area Workforce Plans, both participating WIBs are currently in the process of assembling a wide cross section of industry leaders to form Healthcare Sector Partnerships for their regions. Working alongside education, labor and other stakeholders, business representatives on the Partnerships will utilize proven career pathways development strategies to assess skills development needs of careers at all industry levels, training programs to address these careers, and the ability of the local workforce to meet these needs. Based on this gap assessment, the Partnerships will recommend new coursework, improvements to existing curricula, new training delivery strategies and other approaches to improve workforce preparation for the health industry. The workforce issues inherent in the proposed project (i.e. the experience gap faced by new graduates, effectiveness of work-based "bridge" training) will be among those that SELACO WIB and OCWIB bring to their Healthcare Sector Partnerships for review. It is anticipated that the Partnerships will make recommendations for revising, refining or otherwise improving upon the model. What's certain is that the sustainability of effective practices developed under the project will be driven by the efforts of the businesses and other stakeholders engaged in the Healthcare Partnerships. Because the Partnerships represent of all the key stakeholders in developing the healthcare workforce (business, education, labor, workforce development, etc.), they will have the ability to identify and retain the effective changes demonstrated through the project.

Adopting Successful Components into Workforce Development Strategies for the Region's Primary Care and Patient Care Career Pathways: The proposed project has its limitations. In order to pilot and test its premise, the project will concentrate on entry- and mid-level careers in primary and direct patient care. However, assuming the success of the work-based learning strategy in linking new credential earners to jobs and in "building a better worker," it is likely that WIBs Sector Partnerships and other healthcare businesses will be anxious to expand the model to careers further up the pathway. Ultimately, given the importance of proctored practicum for those working with patients, OJT will be the principal tool for classroom-to-work transition and work-based skills development for a wide range of entry- and mid-level careers,

while advanced positions on the pathway (e.g. RNs, Physicians) continue to use traditional internship and residency models as their transition to work strategies.

Embracing New Metrics for Success: WIA's common measures have long provided the workforce system a means of tracking and evaluating key indicators of program success, such placement, wages and job retention. However, shifting priorities and focus within California's workforce development delivery system will require the implementation of new performance targets to ensure that sector strategies are meaningful, industry-responsive and effective. SELACO WIB and OCWIB are prepared to implement systems to track accomplishments and meet goals against new targets for the NEG project that have been established by the State Board. These include measures related to attainment of industry-valued credentials, job quality, business engagement, leveraging of various funds streams and more. It is anticipated that, in reviewing these new standards, the WIBs' Healthcare Sector Partnerships may recommend additional elements that should be tracked and measured to promote long-term system change and success. Such recommendations regarding performance measurement will be shared across a broad range of stakeholders through regional economic and workforce development networks that have been implemented in Los Angeles and Orange counties. By transmitting information to the networks, the project will promote adoption of more comprehensive performance measurement not merely throughout the region, but across myriad systems including K-12 education, the community colleges, 4-year institutions, trade and technical schools, apprenticeship programs, organized labor training trusts, and other programs operated by local workforce investment boards.

VII. BUDGET AND PARTICIPANT PLANS: The overall project budget and participant plan reflect CWIB guidelines, including limiting the use of NEG funds to classroom and work-based training for the health industry. SELACO WIB and OCWIB will rely on their existing WIA programs and AJCC systems to support critical non-training elements of service delivery.

Leveraged Resources: The total funds requested under the Dislocated Worker Training NEG solicitation are \$750,000. However, all participants will be co-enrolled into WIA formula programs through local AJCC, where they will receive core and intensive services. These funds alone will provide \$567,444. in leverage, making the total project budget \$1,317,444. Additionally, based on the support needs of trainees and the specific programs into which they enroll, one-stop and local partner resources from a wide range of sources (e.g. Veterans' programs, housing assistance, counseling) may be accessed on behalf of participants, as will training leverage from state grants and federal financial aid programs (e.g. Pell grants, ETP-funded projects).

**Budget Detail:** SFP Form 1 – Budget Detail is attached. This form, along with SFP Form 2 – Line Item Budget Narrative Detail indicate the use of funds under the project, including \$56,250. (7.5%), which is allowed for LWIB-level project administration, reserved for CWIB-level and \$693,750. (92.5%), which is reserved for costs directly attributable to ETPL-approved classroom training and on-the-job training reimbursements.

**Participant Plan:** Both participant activities and planned expenditures are summarized within SFP Form 3 – Participant Plan. Notable within the "Participant Planning Elements" portion of the plan is the fact that all those who enter "employment at exit" will enter "OJT-related employment at exit," as OJT is the work-based learning activity which will bridge the experience gap and connect all participants to subsidized employment prior to exit (unsubsidized employment).

# DISLOCATED WORKER TRAINING NATIONAL EMERGENCY GRANT

# SFP Form 1 - Budget Detail

#### APPLICANT:

	Expense Item	<u>Administration</u>	<u>Program</u>	<u>Total</u>
1.	Staff			
a.	Salaries	\$12,864.81		\$12,864.81
b.	Fringe Benefits 46.3% of Salaries	\$5,958.65		\$5,958.65
2.	Staff Travel			\$0.00
3.	Communications			\$0.00
4.	Facilities Rent	\$2,534.53		\$2,534.53
5.	Facilities Utilities			\$0.00
6.	Facilities Maintenance			\$0.00
7.	Office Supplies			\$0.00
8.	Testing and Instructional Materials			\$0.00
9.	Equipment Purchases			\$0.00
10.	Equipment Leases/Use-Charge			\$0.00
11.	Tuition Payments/ITAs		\$121,728.00	\$121,728.00
12.	OJT Reimbursements to Employers		\$70,500.00	\$70,500.00
13.	Relocation Assistance			\$0.00
14.	Out-of-Area Job Search			\$0.00
15.	Supportive Services - For purposes of the DWT NEG, this line item is not an allowable cost category.			\$0.00
16.	Indirect Costs			\$0.00
17.	Other Costs**			\$0.00
18.	"Other" Program Management and Oversight Costs - For purposes of the DWT NEG, this line item is not an allowable cost category.			\$0.00
19.	Total Costs of Sub-Contract(s) to Other entity(ies) listed in Item 19 of Budget Detail	\$21,359.00	\$192,227.00	\$213,586.00
20.	TOTAL	\$42,717.00	\$384,455.00	\$427,172.00

<sup>\*\*&</sup>quot;Other" Costs - For the purpose of DWT NEG, "Other Costs" are reasonable and necessary program costs that are not allocable to any any other program line items. The intent of DWT NEG is to provide critical training services that lead to employment, which is the reason the full range of WIA services not permitted under this grant. Core, Intensive and supportive services, including NRPs, are to be paid by DW formula funds/co-enrollment in other programs.

DI	SLOCATED WORKER TRAINING NATION	AL EMERGEN	CY GRANT						
	SFP FORM 2 Line - Line Item Budget N	arrative Detail							
PPLICANT:		T							
BUDGET LINE #	EXPENSE ITEM  List job titles of staff working on project (if not whole term, state	NARRATIVE DETAIL  Selection							
	how long)	project	charged to project						
	Controller Compliance Manager	\$2,011.64 \$1,926.52	\$924.16 \$876.92	2.5% 2.5%					
	Accountant Fiscal Support	\$5,711.13 \$1,883.76	\$2,130.52 \$1,061.27	10.0% 5.0%					
	Administrative Assistant	\$1,331.78	\$965.79	2.5%					
	Totals	\$ 12,864.81	\$ 5.958.65	23%					
7	Office Supplies detail major	12,004.01	\$ 5,950.05	2070					
8	Testing/Instructional Materials detail major								
9	Equipment Purchases with NEG funds list, briefly state purpose/need/cost of each item. Equipment purchases with unit cost over \$5,000 are allowable NEG costs only if pre-approved by State/DOL.								
10	Equipment lease/use-charge costs paid with NEG funds list, briefly state purpose/need/total lease or use-charge cost of each item, total (to equal Budget line 10 entry). For use-charge, identify owner and how cost was determined.								
11	Tuition Payments/ITAs detail	Classroom tuition paym \$3,289.93 = (37x \$3,28		ants @ average slot costs					
12	OJT Reimbursements detail Include total amount in Expenditure Plan lines for "NEG-funded Training" and also for "OJT Training Employer Reimbursement".	OJT Employer reimbur costs of \$1,678.57 = (4		ticipants @ average slot 0,500)					
13	Relocation Assistance detail								
14	Out-of-Area Job Search detail								
15	Supportive Services List each type planned, estimated unit cost of each, how total cost of each was determined (unit cost multiplied by estimated number of each service).	Do not complete - Fo not an allowable cost		DWT NEG, this line item					
16	Indirect costs Provide rate, direct cost(s) to which authorized to be applied, approving cognizant agency and date of approval. Show how total was calculated. Indicate if indirect costs are based on an approved Cost Allocation Plan,								
17	*Other* Costs Identify and detail the nature of each such cost to be paid with funds on line 17 of Budget; these program staff costs are directly related to the provisions of training. Refer to								
18	Page X of X DWT NEG Budget/Plan Guide for Program Staff Costs that may be included in "Other" for the purpose of DWT NEG.	Do not complete - Fo	r purposes of the	DWT NEG, this line item					
	"Other" Program Management & Oversight Costs Identify and detail the nature of each such cost to be paid with the funds on line 18 of the Budget; these are costs that do not directly benefit participants and are other than the costs listed in WIA regulations 667.220(b).	not an allowable cost	category.						
19	Sub-contracts: Identify, detail main functions/activities, cost of each sub-contract and timelines of contractual agreements. DO NOT include sub-contract costs that are listed in lines 11 through 17. Total must equal the amounts on line 19 of the Budget.	*Use table below for Lii	ne Item 19.						
	Line 17: "Other" Costs	Program	Total						
		<u> </u>	\$0.00 \$0.00						
			\$0.00 \$0.00						
	Totals	\$0.00	\$0.00						
	Line 18: "Other" Program Management & Oversight Costs	Program	Total	· I					
		ogram	\$0.00						
	Totals	\$0.00	\$0.00 \$0.00						
	Line 19: Sub-Contracts	Admin	Program	Total					
	Orange County Workforce Investment Board								
	(term of contract from 1/1/14 - 3/31/15 (15 months)								
	Classroom tuition payments for 41 participants  OJT training employer reimbursements	<del> </del>	\$129,389.00 \$62,838.00	\$129,389 \$62,838					
	Project Manager - Salaries (23% FTE)	\$7,476.00		\$7,476					
	Project Manager - Benefits (30% of Personnel costs) 5% Indirect Costs (based on approved Cost Alloc Plan,	\$3,204.00 \$10,679.00		\$3,204 \$10,679					
	Indirect Rate 14.43%)								
	Totals	\$21,359.00	\$192,227.00	\$213,586					

DISLOCATED WORKER TRAINING NATIONAL EMERGENCY GRANT  SEP FORM 3 - PARTICIPANT PLAN																		
APPLICANT:		SI	FP F	ORM 3 -	PAR	TICIPAN	T PLA	.N										
PARTICIPANT PLANNING ELEMENTS						OJECT		Through 31/2013		lan Through 03/31/2014		Through /30/2014		Through 30/2014		n Through 2/31/2014		n Through 8/31/2015
Enrolled in Training						76		0		20		40		68		76	<u> </u>	76
Enrolled in OJT Only						7		0		0		0		0		7		7
Exits (Total)						66		0		0		20		45		70		83
Entering Employment at Exit						66		0		0		7		40		64		66
Entering OJT Employment at Exit						0		0		0		0		0		0		0
Entering OJT-Related Employment At Exit						0		0	Г	0		0		0		0		0
TOTAL PLANNED PARTICIPANTS	A D.	VIIN	DD.	OGRAM														
EXPENDITURES	ADI	MIN		JGRAIN	_												Ļ	
NEG-FUNDED CORE & INTENSIVE SERVICES (Not Allowable) NEG-FUNDED TRAINING	-		\$	-	\$	-	\$	-	Ψ		\$	100 500	\$	-	\$	-	\$	-
OF ABOVE, OJT TRAINING EMPLOYER REIMBURSEMENT	-				\$	384,455	\$	-	Ψ	,		139,593		265,457	\$	336,398		384,455
		-		133,338	•		S		\$	,	\$	45,709	\$	86,918	\$	117,628	\$	133,338
NEG-FUNDED SUPPORTIVE SERVICES (Not Allowable) OTHER COSTS		-	\$		\$		Þ	-	3	-	Þ		\$		Ъ		\$	
ADMINISTRATION COSTS (CFR 667.220[b])	\$ 42	2.717	\$		\$	42.717	\$		\$	8.276	\$	17.086	•	25.630	\$	34,173	\$	42,717
OTHER PROGRAM MANAGEMENT& OVERSIGHT (Not Allowable)	\$ 42	2,/1/	\$		\$	42,717	\$		-		\$	17,000	\$	25,030	\$	34,173	\$	42,717
TOTAL PROGRAM MANAGEMENT & OVERSIGHT (NOT Allowable)	\$ 42	2.717	-		\$	42.717	Ψ		-			17.086		25,630	\$	34,173	_	42,717
TOTAL PROGRAM MANAGEMENT & OVERSIGHT		2,717		384.455		427,172			\$			156,679		291.087	\$	370.571		427,172
TOTAL PROJECT EXPENDITURES	Ψ	_,, , , ,	•	427,172		127,112			1 -	0 1,0 1 1	Ţ	100,010	•	201,007	Ţ	010,011	Ų.	127,172
Successive entries to be cumulative (each to include previous amount).  Green boxes auto-fill. Auto-filled PROJECT TOTALS in two left columns of EXPENDITURES section must reflect breakdowns in Budget/Budget Detail. Grand totals of Budget and EXPENDITURES in this Plan must be the same.																		