

## **AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Community Action Commission of Santa Barbara County dba CommUnify with an address at 602 Anacapa Street, 2<sup>nd</sup> Floor, Santa Barbara, CA 93101 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

**WHEREAS**, CONTRACTOR is a subrecipient receiving a subaward from COUNTY through this Agreement to carry out the United States Department of Labor Employment and Training Administration (DOLETA) Growth Opportunities: Leaning Forward/Inclinado Hacia Adelante Project.

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

### **1. DESIGNATED REPRESENTATIVE**

Luis Servin, Executive Director at phone number (805) 614-1543 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Pat Keelean at phone number (805) 964-8857 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

### **2. NOTICES**

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery, email, or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Luis Servin, Executive Director, Workforce Development Board  
234 Camino Del Remedio, Santa Barbara, CA 93110.  
[L.Servin@countyofsb.org](mailto:L.Servin@countyofsb.org)

To CONTRACTOR: Patricia D. Keelean, CommUnify  
602 Anacapa Street, 2<sup>nd</sup> Floor, Santa Barbara, CA 93101  
[pkeelean@communifysb.org](mailto:pkeelean@communifysb.org)

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

### **3. SCOPE OF SERVICES**

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

#### **4. TERM**

CONTRACTOR shall commence performance on **February 4, 2025** and end performance upon completion, but no later than **December 31, 2027** unless otherwise directed by COUNTY or unless earlier terminated.

#### **5. COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

#### **6. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

#### **7. STANDARD OF PERFORMANCE**

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

#### **8. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

#### **9. TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes

plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

#### **10. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

#### **11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in EXHIBIT A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

#### **12. NO PUBLICITY OR ENDORSEMENT**

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

#### **13. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use

such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

#### **14. RECORDS, AUDIT, AND REVIEW**

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

#### **15. INDEMNIFICATION AND INSURANCE**

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

#### **16. NONDISCRIMINATION**

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

#### **17. NONEXCLUSIVE AGREEMENT**

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

#### **18. NON-ASSIGNMENT**

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

#### **19. TERMINATION**

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.



1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
  2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
  3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

## **20. SECTION HEADINGS**

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

## **21. SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

## **22. REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

## **23. TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

## **24. NO WAIVER OF DEFAULT**

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

## **25. ENTIRE AGREEMENT AND AMENDMENT**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

## **26. SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

## **27. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

## **28. CALIFORNIA LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

## **29. EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

### **30. AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

### **31. SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

### **32. PRECEDENCE**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

### **33. STATE ENERGY CONSERVATION PLAN**

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

### **34. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING**

A. CONTRACTOR, by signing this Agreement, hereby certifies to the best of his, her or its knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or 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 federal 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; CONTRACTOR shall complete and submit California State Standard Form-LLL, "Disclosure Form to Report Lobbying," to the COUNTY and in accordance with the instructions found therein.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this 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 such failure.

C. CONTRACTOR also agrees by signing this document that he, she or it shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

### **35. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

#### **A. Clean Air Act**

1. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. CONTRACTOR agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the COUNTY, Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
3. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

#### **B. Federal Water Pollution Control Act**

1. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. CONTRACTOR agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the COUNTY, Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
3. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

### **36. MANDATORY DISCLOSURE**

CONTRACTOR must promptly disclose to the COUNTY whenever it has credible evidence of a commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. §§ 3729-3733). The disclosure must be made in writing to COUNTY. In addition, CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at [www.sam.gov](http://www.sam.gov). Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.339 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

### **37. SUBAWARD**

CONTRACTOR shall comply with the requirements of 2 CFR Part 200 and 2900, which are hereby incorporated by reference in this Agreement.

### **38. PROCUREMENT OF RECOVERED MATERIALS**

- A. CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- B. CONTRACTOR should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are

biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

**39. GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS FOR WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

CONTRACTOR agrees to the GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS FOR WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) provisions as set forth in EXHIBIT D attached hereto and incorporated herein by reference.

**40. DOMESTIC PREFERENCES FOR PROCUREMENTS**

- A. CONTRACTOR should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.
- B. For purposes of this section
  - 1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - 2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**41. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

- A. CONTRACTOR is prohibited from obligating or expending loan or grant funds to:
  - 3. Procure or obtain covered telecommunications equipment or services;
  - 4. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
  - 5. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- B. As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:
  - 1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
  - 2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
  - 3. Telecommunications or video surveillance services provided by such entities or using such equipment;
  - 4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;
- C. For the purposes of this section, "covered telecommunications equipment or services" also includes systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

- D. In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.
- E. CONTRACTOR certifies that it will comply with the prohibition on covered telecommunications equipment and services in this section. CONTRACTOR is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting grant funding and those provided upon submitting payment requests and financial reports.
- F. For additional information, see section 889 of Public Law 115-232 and 2 C.F.R. § 200.471.

**42. DEPARTMENT OF LABOR TERMS AND CONDITIONS**

CONTRACTOR agrees to the terms and conditions as set forth in EXHIBIT E attached hereto and incorporated herein by reference.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Community Action Commission of Santa Barbara County dba CommUnify**.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: Sheila Malguerra  
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

By: Laura Capps  
Laura Capps, Chair  
Board of Supervisors  
Date: 2-11-25

**RECOMMENDED FOR APPROVAL:**

Social Services

Signed by:  
By: Daniel Nelson  
11A5E47EB26A45A...  
Department Head

**CONTRACTOR:**

Community Action Commission of Santa  
Barbara County dba CommUnify

DocuSigned by:  
By: Patricia Keelean  
31DD1F22A6DD462...  
Authorized Representative  
Name: Patricia Keelean  
Title: CEO

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

DocuSigned by:  
By: Paul Lee  
561262F0B51A41B...  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

DocuSigned by:  
By: Betsy M. Schaffer  
6BAAEA15901943F...  
Deputy

**APPROVED AS TO FORM:**

Greg Milligan, ARM  
Risk Management

Signed by:  
By: Greg Milligan  
05F553F00269466...  
Risk Management

## EXHIBIT A

### STATEMENT OF WORK

United States Department of Labor Employment and Training Administration (DOLETA) Growth Opportunities: **Leaning Forward/Inclinado Hacia Adelante Project**

#### I. Background/Program Description

- A. The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014. It supersedes the Workforce Investment Act of 1998 taking effect July 1, 2015 with the goal of providing participants access to employment, education, training and support services to succeed in the labor market and to match employers with skilled workers they need to compete in a global economy. Section 2 of the Act describes the objectives of the legislation:

*The purposes of this Act are the following:*

- 1. To increase, for individuals in the United States, particularly those individuals with barriers to employment, access to and opportunities for the employment, education, training, and support services they need to succeed in the labor market.*
- 2. To support the alignment of workforce investment, education, and economic development systems in support of a comprehensive, accessible, and high-quality workforce development system in the United States.*
- 3. To improve the quality and labor market relevance of workforce investment, education, and economic development efforts to provide America's workers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages and to provide America's employers with the skilled workers the employers need to succeed in a global economy.*
- 4. To promote improvement in the structure of and delivery of services through the United States workforce development system to better address the employment and skill needs of workers, jobseekers, and employers.*
- 5. To increase the prosperity of workers and employers in the United States, the economic growth of communities, regions, and States, and the global competitiveness of the United States.*
- 6. For purposes of subtitle A and B of title I, to provide workforce investment activities, through statewide and local workforce development systems, that increase the employment, retention, and earnings of participants, and increase attainment of recognized postsecondary credentials by participants, and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet the skill requirements of employers, and enhance the productivity and competitiveness of the Nation.*



- B. On February 7, 2024, the DOLETA announced the availability of approximately 40 million in grant funds for the Growth Opportunities Program. This Growth Opportunities Funding Opportunity Announcement is authorized under the Consolidated Appropriations Act, 2023, P.L. 117-328, which appropriates funds for Reentry Employment Opportunities (REO) grants under Section 169 of the WIOA. This program prepares justice-involved youth and young adults for employment through education and training, paid work experiences, mentorship, and leadership development, and contributes to community violence intervention among youth and young adults. Eligible applicants include nonprofit organizations, local and regional government entities, federally recognized Indian and Tribal governments, and independent school districts.

The purpose of this program is to introduce and prepare justice-involved youth and young adults for the world of work, and on a path to equitable career opportunities, through placement into paid work experiences. In addition to paid work experiences, the program encompasses occupational education and training in in-demand industries, leadership development, a mentorship component, and post-work experience placement into unsubsidized employment and/or education. These grants focus on youth and young adults most impacted by community violence to advance equity, particularly in areas of concentrated crime and poverty as well as communities that have recently experienced significant unrest. This program contributes to the Department's Youth Employment Works strategy that sets a clear vision to support youth and young adult employment and workforce development. This program also aligns to the Biden-Harris Administration's comprehensive strategy to combat gun violence and other violent crime, in part, with preventative measures that are proven to reduce violent crime and support public safety and community well-being. The goals of the grant are to:

1. Help youth and young adults to increase their conflict resolution skills and develop strategies to prevent and avoid violence.
2. Introduce and prepare youth for the world of work.
3. Help youth identify career interests, attain relevant skills and gain work experience.
4. Provide income to youth, to start them on the path of earning living wages and obtaining high quality jobs and careers.

## II. **Target Population**

The LF/IHA Project will serve youth ages 15-18 who either are currently justice involved and/or have been expelled from school. Eligible youth will also be identified as currently living in, or post-incarceration returning to one of two main targeted areas of Lompoc, CA and Santa Maria, CA, located within a 15-mile radius in northern Santa Barbara County. Eligible youth participants shall be referred to here as "youth."

- A. Additional eligibility requirements applicable per the Department of Labor, which requires that the youth:
1. Be at least 15 years old and not older than 18 years of age on the date of enrollment;

2. Reside in Lompoc, CA and Santa Maria, CA, or plan to return to the area upon release from custody, or upon the conclusion of an out-of-home placement;
3. Have been expelled from a school OR had juvenile or adult justice system contact, defined as one or more of the following situations:
  - a. Current or previous incarceration; or arrest;
  - b. Probation; parole; or out-of-home placement;
  - c. Alternative sentence by the juvenile or adult justice system;
  - d. Diversionary program of the juvenile or adult justice system; and
  - e. Have one or more of the following risk-factors associated with delinquent or criminal activity:
    1. Juvenile or criminal record of a violent offense/infraction or crimes against persons, as defined by state law enforcement (Examples include assault, homicide, intimidation, kidnapping/abduction, manslaughter, sex offenses, and robbery.);
    2. Attend or attended an alternative high school for disciplinary reasons;
    3. Left high school before completion;
    4. Gang membership (current or prior);
    5. Parent who is currently or formerly incarcerated;
    6. Diagnosed by clinician or told by a school official of attention deficit disorder or attention deficit/ hyperactivity disorder (ADD or ADHD) or other learning disabilities; or has or had an Individualized Education Plan (IEP) in school;
    7. Assessed as having anti-social attitudes/beliefs (by a clinician or the justice system or the mandatory violence prevention partner);
    8. Substance misuse before age 12.
4. Up to 35% of youth may be documented direct referrals from a justice system or mandatory violence prevention partner without prior involvement in the juvenile or adult criminal justice system or school expulsion. Up to 10% of youth may be individuals who left high school before completion without prior involvement in the juvenile or adult criminal justice system or school expulsion. Additionally, up to 10% of youth may reside outside the targeted area.

### **III. Responsibilities of CONTRACTOR**

#### **A. CONTRACTOR shall:**

1. Serve as the Program Operator and oversee the day-to-day operation of the LF/IHA project. LF/IHA Project will include the following direct service components:
  - a. **Intensive case management:**
    - i. During program intake, CONTRACTOR will implement a screening tool that has been utilized with similar populations in comparable programs to assess youths' strengths and risks to determine program fit and suitability, including residence or intention to return to either of the two targeted areas.

- ii. Once youth are enrolled, each youth will be assigned a case manager (which are referred to as the “Comadre” or “Compadre”) and will receive case management services for 12 months with optional period, as needed.
- iii. Once youth are enrolled, the Case Manager will conduct two assessments per youth:
  - 1. A comprehensive assessment of each youth, with particular focus on at-risk factors and conditions that may lead to violent behaviors, and
  - 2. A Youth Level of Service/Case Management Inventory screening tool which is designed to provide an initial screening of risk and need levels in youth. This gender and cultural-informed, strength-focused risk/needs tool reliably and accurately classifies and predicts re-offending within male/female juvenile populations.
- iv. The Case Manager will develop two plans with each youth:
  - 1. A comprehensive 12-month referral plan that will refer clients to programs and services that can assist in stabilizing youth with financial, educational, employment, legal, childcare, behavior health and medical needs; and
  - 2. An Individual Development Plan (IDP) tailored to meet the needs, skills and goals of each youth. The IDP will be informed by SMART (Specific, Measurable, Achievable, Relevant and Time-Bound) goals and local labor market information as tracked by the Santa Barbara County Workforce Development Board (SBWDB). This co-created IDP will map out each youth’s personal, financial, educational and employment goals with realistic steps to achieve each goal.
  - 3. As part of the process for developing these plans, case managers will utilize the Career Occupational Preference System Interest Inventory (COPS) which will explore career interests based on likes and dislikes within 14 career clusters. The COPS Interest Inventory emphasizes a proactive approach to career exploration, featuring career and educational planning, along with a listing of suggested activities to gain relevant experience.
- v. With these plans in place, youth and the LF/IHA Case Manager will begin implementing the referral plan and IDP. The referral plan and IDP will be revisited throughout the program year and revised, as needed. Over 12 months, case management sessions will take place bi-weekly in safe and accessible locations, either within or adjacent to either targeted areas.

- vi. Case managers will track client progress, follow-up on and adjust referrals as needed, check in on identified needs and address issues as they arise. Any barriers to achieving progress on the youth's referral and/or IDP, will be addressed appropriately; for example, if reliable transportation to a work site is a barrier, bus passes or other transportation solutions will be provided; if lack of appropriate tools or clothing is a barrier to employment, stipends to purchase tools or work-seeking/work-related clothing will be provided.
- vii. Career focused mentorship: As part of helping youth achieve their education and career goals, the Case Managers will provide youth with job preparation skills, including adaptability, critical thinking skills, time management, leadership skills and problem-solving skills. Additionally, Case Managers will serve as mentors for youth through all processes needed for employment, including, but not limited to obtaining a work permit, developing a resume, filling out job applications, preparing for job interviews, understanding and complying with workplace requirements.
- viii. Career exploration and readiness development: Youth will take the COPS which will explore career interests based on likes and dislikes within 14 career clusters. The COPS Interest Inventory emphasizes a proactive approach to career exploration, featuring career and educational planning, along with a listing of suggested activities to gain relevant experience. Additionally, youth will participate in workshops designed to increase career readiness.
- ix. Education exploration and readiness development: Youth will be guided by Case Managers to explore available educational opportunities that align with their goals, and provided training and workshops that will assist them in being successful in their educational endeavors.
- x. Follow up Services: Youth will be provided with follow-up tracking, additional services, and referrals for 12 months post program exit.
- xi. Based on the youth's initial Individual Development Plan and Objective Assessment, Case Managers will guide each youth to educational opportunities that support their paid work experience industry interest, as well as consider the labor market information and job growth in that industry. Because this project will serve 15-18 year olds, secondary education and short term skills upgrades such as Career Technical Education, will be emphasized. For those youth graduating high school or completing their GED, post-secondary opportunities will be explored in coordination with their work experience placement.

- b. **Paid work experience:** Youth will be placed in paid work experience opportunities that align with their goals and aspirations, as assessed through previous conversations and assessments. When youth near the end of their paid work experience opportunity, Case Managers will assess the youth's progress in their work experience. If it is determined that a youth requires additional time, co-enrollment into the WIOA youth program will be explored in order to provide additional work experience hours in the case that this project cannot extend hours. Once a youth is determined they are ready to transition to a permanent job, the Case Manager will engage the youth and begin active job search and provide a refresher job readiness training to include resume updates, mock interviews, retention strategies and direct job search assistance. Case Managers will also explore pre-apprenticeships and apprenticeships as a youth transitions out of their work experience.
  - i. CONTRACTOR shall provide youth with job readiness training prior to a placement in a paid work experience site. Topics will include: customer service training, cover letter and resume development, job search techniques, how to apply for a job, mock interviews, work experience orientation, and job retention strategies. Job readiness training will be accompanied by an Objective Assessment that will outline a youth's barriers and strategies to overcome barriers with supportive services that include transportation, interview, work attire, and job retention plans.
- c. **Mentorship and Leadership Development:**
  - i. Mentorship: All youth enrolled in Leaning Forward/Inclinado Hacia Adelante will be assigned a mentor/case manager (referred to "Compadre" for young men, and "Comadre" for young women) who will be available to youth to offer support and guidance during crisis situations at school, in the home, or in the community. Serving as more than a case manager, the role of the Compadre/Comardre in this work is grounded on the premise that a caring adult who commits to serving as a mentor in a young man or young woman's life can have a powerful impact on their wellbeing and development. The Compadre/Comadre will lead all youth development program cohorts; mentor youth with any issues that may arise during their work or school day; respond to after-hours crisis management as needed; conduct pre- and post-program surveys; maintain and manage evaluation data; and participate in youth consultations with teachers, parents, and administrators, as needed. Mentoring will be available for 12 months, or longer as needed.
  - ii. Conflict resolution training: All youth enrolled in the program will participate in an evidence-based curriculum that helps youth learn conflict resolution tools and techniques, as well as understand the philosophy behind conflict resolution, and helping all youth and their families increase their capacity to recognize conflicts as they are

developing as well as the underlying causes. There should be a focus on mindfulness and an aim to help youth address their own feelings and seek alternatives to violence as a means to address conflicts that may arise in their lives. All youth will complete the 8-hour online course, which will result in helping youth, with guidance from his/her Compadre/Comadre develop a Conflict Resolution Plan, an impactful component that can be revisited throughout the program.

- iii. Leadership workshops: All youth enrolled in the program will be required to attend leadership workshops, conducted by Case Managers with guest speakers, on specific leadership topics including: Career Encounters, visits with role models in specific employment sectors; Work Simulations, addressing best practices and issues that may arise in the workplace; Civic Engagement, understanding how government and civic institutions work and how the public can engage; Meet Your Representatives, encounters with elected officials; City/County Government sessions, attending an actual hearing of an elected body.
- iv. Educational placement: Interested youth will be guided through the process of identifying appropriate and relevant educational opportunities and assisted in enrolling in such opportunities with the help of Case Managers.

2. The services goals of the program will be accomplished through:

- a. The creation of a referral network of local school districts and justice partners, with which the selected organization will work collaboratively. 12 months of tracking and referrals post exit.

B. Monitor labor market trends, develop subsidized and unsubsidized Work Experience opportunities for youth, and research vocational and occupational skills training programs in order to align services with the following designated industry sectors:

- 1. Aerospace and Defense;
- 2. Agriculture, Food, and Beverage;
- 3. Biotechnology and Related Devices;
- 4. Building and Design;
- 5. Business Services;
- 6. Energy and Environment;
- 7. Healthcare;
- 8. Information and Communication Technologies; and
- 9. Tourism and Hospitality.
- 10. Follow the Communication, Distributed Material and Posting, and branding guidelines issued at the federal, state, and county level. CONTRACTOR shall not use their brand or promote its organization without the explicit permission of the COUNTY. CONTRACTOR must utilize the branding: America's Job Center of California<sup>SM</sup>.

11. Implement outreach and recruitment strategies to identify and engage diverse populations. Implement proposed outreach and recruitment strategies for youth and employers.
12. Ensure youth satisfaction with program services by regularly tracking and analyzing feedback and committing to continuous improvement. This includes conducting exit surveys to youth completing the program, and obtaining written/recorded testimonials.
13. Have policy and process for referring, and following up with youth who have needs that are beyond the program services offered by CONTRACTOR.
14. Request approval from COUNTY for new youth applications, exits, and youth entering Work Experience and training.
15. Meet the following General Staffing Requirements:
  - a. CONTRACTOR shall be responsible for immediately filling any vacancies, which may occur during the term of this Agreement in order to ensure the continuous and efficient delivery of services to clients. CONTRACTOR shall fill vacancies with individuals who demonstrate the appropriate experience and levels of education required for the position.
  - b. CONTRACTOR shall utilize temporary staff only with COUNTY's prior approval. Use of temporary staff shall be kept to a minimum. Applicable federal, state and county procurement policies shall be adhered to.
  - c. Telecommuting: CONTRACTOR must obtain concurrence from COUNTY on CONTRACTOR's telecommute policy and telecommute employee agreement. CONTRACTOR will be responsible to ensure staff possess the proper tools and/or available resources provided by the CONTRACTOR to support the continuation of services. In addition, CONTRACTOR will be responsible to ensure the services provides are within the provisions and guidelines of this contract and WIOA.
- C. Support COUNTY responses to DOLETA, County Board of Supervisors, SBCWDB, the media, and other interested stakeholders with reporting requests as needed, and will respond to reporting requests in a prompt and timely manner.
- D. Work in collaboration with the following required partners:
  1. Justice System Partner(s)
  2. Santa Barbara County Sheriff's Office
  3. Santa Barbara County Probation Department
  4. Employer/Industry Partner(s)
  5. Santa Maria Valley Chamber of Commerce
- E. Be encouraged to work in collaboration with the following recommended partners:
  1. Santa Barbara County Department of Social Services (DSS)
  2. Lompoc Adult Education

3. Santa Barbara City College
  4. Allan Hancock College
  5. Santa Barbara County Education Office
  6. Lompoc Unified School District
  7. Youth Eligibility
- F. In order to facilitate the project's goal of placing 75 youth into paid work experience opportunities, the CONTRACTOR will sub-contract with an organization to serve the employer of record role. CONTRACTOR is required to follow Uniform Guidance rules on procurement.

#### **IV. Responsibilities of COUNTY**

- A. COUNTY shall:
1. COUNTY is the lead applicant in this project and will provide the direct support and connection between the CONTRACTOR, and program partners, to SBCWDB, SBCWDB staff and other program operators that operate the Workforce Innovation and Opportunity Act Youth program and all other workforce projects.
  2. COUNTY shall develop policies and procedures for CONTRACTOR to use in the implementation of the project.
  3. COUNTY staff will be responsible for reporting to DOLETA and will respond to all requests from the County Board of Supervisors, SBCWDB, the media, and other interested stakeholders.

#### **V. Compliance with Federal, State, and Local Laws**

- A. COUNTY shall require that the CONTRACTOR ensures that work site shall comply with all applicable federal, state and local laws and regulations relating to a safe and accessible work environment, including but not limited to, federal and state Occupational Safety and Health Administration ("OSHA") laws and regulations, including the recording of workplace injuries on COUNTY's OSHA 300 logs. Additionally, COUNTY through its Project Operator shall ensure work site agrees to provide youth with new-hire safety orientation and regular safety training and meetings in accordance with Cal-OSHA for the work site's industry.
1. COUNTY shall require that the CONTRACTOR provide the youth with supervision, safety instructions and safety related equipment that is required and/or is reasonable to protect against injury and/or illness while working at the work site. Where special clothing or equipment is provided to the work site's employees, the same shall be provided to the youth.
- B. COUNTY shall require that the CONTRACTOR ensures that work site shall comply with the requirements of the Fair Labor Standards Act, the California Labor Code, the California Industrial Wage Orders, Title VII of the Civil Rights Act of 1964, the Fair Employment and Housing Act, the Hatch Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, Workforce Innovation and Opportunity Act ("WIOA"), and all other federal, state, and local laws and regulations governing the hiring or employment of youth. If the



regulations promulgated pursuant to WIOA are amended or revised, Project Operator shall ensure work site comply with them or will notify Project Operator within 30 days after promulgation of the amendments or revision that it cannot so conform.

- A. COUNTY shall require CONTRACTOR to immediately notify CONTRACTOR of any injury and/or Workers' Compensation Claims related to a youth.
- B. COUNTY shall require CONTRACTOR to promptly report to CONTRACTOR any claims of harassment, discrimination, and/or claims of any violation of law governing the youth's employment, including allegations or reports of any irregularities or discrepancies by youth.
- C. COUNTY shall require CONTRACTOR to notify the CONTRACTOR if a youth will be allowed to operate any motor vehicle or heavy equipment at any time as part of his/her work/training activities.
- G. Comply with the following general contractual requirements:
  - 1. Adhere to all federal, state, or county ordinances, statutes, regulations, executive orders, directives already issued or issued after the execution of the Agreement, including, but not limited to all items listed on Exhibit D and Exhibit E.
  - 2. Adhere to and ensure internal policies are in place to guarantee all CONTRACTOR's staff and CONTRACTOR's supervisors, and youth (when applicable) receive information and training on the following:
    - a. WIOA grievance and complaint resolution procedure;
    - b. Nondiscrimination and Equal Opportunity;
    - c. Code of Conduct and Conflict of Interest;
    - d. Criminal fraud reporting, waste, abuse and other criminal activity;
    - e. Sexual harassment training and reporting, including California Sexual Harassment Training – California SB1343 and AB1825.
    - f. Protected client information;
    - g. Americans with Disabilities Act and related laws, rules, and regulations; and/or
    - h. Training on serving Limited English Proficiency youth.
    - i. Additional trainings specific to this grant:
      - i. Goal4It!™, a science-informed approach to delivering human services and workforce.
      - ii. Trauma-informed and holistic trainings.

CONTRACTOR shall provide to COUNTY, no later than 30 days upon the execution of the Agreement, and every year thereafter (when applicable). Proof of training completion should include copies of training materials, certificates of completion, and sign-in sheets.

## VI. Reporting

- A. CONTRACTOR shall meet regularly (no less than quarterly) with SBCWDB staff to discuss the following: enrollments, training, outcomes, program design and expenditures, staffing, and other elements that may impact the quality of the programs and services provided under the contract. CONTRACTOR is expected to use any SBCWDB-prescribed reporting tools and will ensure that data is entered in a timely fashion in the appropriate database(s).
- B. If CONTRACTOR is not meeting expected performance levels, SBCWDB staff may request corrective action plans and/or conduct additional monitoring.
- C. SBCWDB staff will be responsible for reporting to DOLETA and will respond to all requests from the County Board of Supervisors, SBCWDB members, the media, and other interested stakeholders. CONTRACTOR shall be expected to support with reporting requests as needed, and will respond to reporting requests in a prompt and timely manner.
- D. CONTRACTOR shall be responsible for tracking and reporting data on WIOA performance indicators to COUNTY. COUNTY will be responsible to submitting reports to DOLETA.
- E. CONTRACTORS shall submit performance reports to COUNTY within 30 days after the end of each calendar year quarter.
- F. Provide reports to the COUNTY's Designated Representative in a form and manner as mutually agreed upon as determined reasonably necessary by the COUNTY.
- G. Provide reports to SBWDB at scheduled SBCWDB board meetings that includes the SBCWDB standing committees.

## VII. Performance Measures

- A. CONTRACTOR shall meet or exceed the following performance measures:
  - 1. **WIOA Performance Indicators:**
    - a. **Youth Education and Employment Rate – 2<sup>nd</sup> Quarter After Exit: 70%**  
The percentage of youth in education or training activities or in unsubsidized employment during the second quarter after exit.
    - b. **Youth Education and Employment Rate – 4<sup>th</sup> Quarter After Exit: 60%**  
The percentage of youth in education or training activities or in unsubsidized employment during the fourth quarter after exit.
    - c. **Median Earnings – 2nd Quarter After Exit: \$5,750**  
The median earnings of youth who are in unsubsidized employment during the second quarter after exit from the program.
    - d. **Measurable Skill Gains: 70%**

The percentage of youth who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment, and who are achieving measurable skill gains, defined as documented academic, technical, occupational, or other forms of progress, towards such a credential or employment. Depending on the type of education or training program, documented progress is defined as one of the following:

- i. Documented achievement of at least one educational functioning level of a youth who is receiving instruction below the postsecondary education level;
- ii. Documented attainment of a secondary school diploma or its recognized equivalent;
- iii. Secondary or postsecondary transcript or report card for a sufficient number of credit hours that shows a youth is meeting the State unit's academic standards;
- iv. Satisfactory or better progress report, towards established milestones, such as completion of on-the-job training (OJT) or completion of one year of an apprenticeship program or similar milestones, from an employer or training provider who is providing training; or
- v. Successful passage of an exam that is required for a particular occupation or progress in attaining technical or occupational skills as evidenced by trade-related benchmarks such as knowledge-based exams.

e. **Credential Attainment Rate: 50%**

The percentage of those youth enrolled in an education or training program (excluding those in OJT) and customized training) who attain a recognized postsecondary credential, a secondary school diploma or its recognized equivalent, or an industry-recognized credential during participation in or within one year after exit from the program. A youth who has attained a secondary school diploma or its equivalent is included in the credential attainment rate, only if the youth is also employed or is enrolled in an education or training program leading to a recognized postsecondary credential within one year after exit from the program. Credential Attainment Rate is both a WIOA and GO4 performance indicator.

f. **Effectiveness in Serving Employers: Must collect data. No goal set by DOLETA.**

The percentage of youth who are employed with the same employer in the second and fourth quarters after exit.

2. **GO4 Performance Indicators**

a. **Enrollment Rate: 153 youth.**

The number of youth enrolled in the program divided by the enrollment goal. Each CONTRACTOR has an individual enrollment goal derived from your grant application. The enrollment goal is for the total grant period of performance. CONTRACTOR must ensure that each youth enrolled is provided with the full

menu of services prior to the end of the 24-month period of operation, as well as twelve (12) months of follow-up services after exit.

b. **Recidivism Rate: 10% or less.**

The percentage of youth convicted of a new criminal offense committed within 12 months of their release from the correctional facility. The conviction may occur at any time during the performance period. For each youth, recidivism shall be measured from their most recent release prior to enrollment or, if incarcerated at the time of enrollment, from their first release post-enrollment.

c. **Arrest Rate for Violent Crimes: 5% or less.**

The percentage of youth that are arrested and charged with a violent crime committed after enrollment in the program. The arrest may occur at any time during the performance period.

## VIII. Facilities

A. CONTRACTOR shall:

1. Provide comprehensive services outlined in Exhibit A at the CONTRACTOR's facilities located at:
  - a. Santa Maria: 201 W. Chapel St., Santa Maria, CA 93458
  - b. Lompoc: 200 N H Street, Lompoc, CA 93439
  - c. Santa Barbara: 602 Anacapa Street, Santa Barbara, CA 93101

## IX. General Contract Provisions

A. CONTRACTOR shall:

1. Return to COUNTY upon expiration or termination of this Agreement any equipment or furniture used by CONTRACTOR as well as any other equipment purchased or provided to CONTRACTOR under this Agreement.
2. Comply with facility management direction when in COUNTY buildings.
3. Monitoring/Audit Exceptions and Disallowed Costs: CONTRACTOR shall be subject to monitoring reviews that cover all fiscal and programmatic terms and conditions of the Agreement and/or prescribed by the State, including cost allocation methodologies. Title 20 CFR Section 683.410(a) requires that each subrecipient (in reference to COUNTY) must conduct regular oversight and monitoring of its WIOA activities and those of its subrecipients and contractors (in reference to COUNTY WIOA CONTRACTORS). This requirement ensures that expenditures meet the cost category and cost limitation requirements of WIOA and the regulations, that there is compliance with other provisions of WIOA and the regulations and other applicable laws and regulations, and to provide technical assistance as needed. Title 20 CFR

Section 683.410(a)(6) states that the Governor may issue additional requirements and instructions to subrecipients regarding monitoring activities.

4. CONTRACTOR shall be subjected to program monitoring/reviews by COUNTY staff. Program monitoring involves the review and verification of essential program documents that support the youth eligibility for WIOA services. The documents are to be maintained in the youth case files. Program monitoring also includes an on-site review of training locations to ascertain that all other necessary and required federal, state and local laws and ordinances are in place and are being enforced. Examples of the items to be reviewed include drug-free work/training environment, Equal Employment Opportunity/Non-discrimination posters, etc.
5. CONTRACTOR shall be subjected to oversight and monitoring of nondiscrimination and equal opportunity policies and procedures.
6. In connection with the end of the Agreement term, CONTRACTOR shall be subject to WIOA programmatic and fiscal closeout requirements, as listed on Workforce Service Directive 16-05.
7. CONTRACTOR warrants that it has adopted, shall retain, and make available upon request from the COUNTY, the following documents and their amendments, if any:
  - a. CONTRACTOR'S Financial and Accounting Procedures, which incorporate Generally Accepted Accounting Principles (GAAP) including, but not limited to, the preparation and submission of invoices, reconciliation of cash on-hand and earnings with COUNTY records, reporting and tracking of youth activity and earnings, repayment of unearned funds, preparation for the resolution of audits and inspections, inventory control, and reporting.
  - b. CONTRACTOR'S Personnel Policy, which shall incorporate due process protection and standard personnel procedures, and which the Contractor agrees to abide by in the performance of this Agreement.
  - c. Agreements with Other Funding Sources: A copy of any agreements between Contractor and other public or private organizations that directly impact the activities funded under this Agreement shall be kept on file at Contractor's offices and be provided to the COUNTY upon Agreement execution. Contractor shall also notify COUNTY of any default, termination, or finding of disallowed costs under these agreements. CONTRACTOR warrants that no other funding source will be billed for services that are provided and paid for by the COUNTY under this Agreement.
  - d. CONTRACTOR Board of Director's meeting minutes.
8. CONTRACTOR agrees to provide the COUNTY sixty (60) days advance written notice of any facts that may materially affect the performance of this Agreement or impact the

COUNTY's decision to continue this Agreement with CONTRACTOR. Among the items to be disclosed are an amendment to its Articles of Incorporation or Bylaws, move to dissolve or transfer any assets derived from funds provided under this Agreement, negotiations leading to the sale, merger or acquisition of CONTRACTOR; debarment or contract termination by any other public entity and/or any final audit findings regarding Contractor's administration of any contract with public funds.

9. CONTRACTOR shall notify the COUNTY within five (5) days of changes affecting this Agreement including actions that would change CONTRACTOR's legal status, any action that may materially change the performance of the Scope of Work (i.e., bankruptcy) and/or a change in CONTRACTOR's corporate name.

10. Quality Assurance Review:

- a. CONTRACTOR shall be responsible for quality assurance review of their fiscal and program operations (including all special projects). Quality Assurance Reviews includes, but is not limited to:
  - i. Youth case files, including electronic files. Review shall include eligibility determination documentation and education and program plans.
  - ii. Program reports to review gaps in service delivery, provision and documentation of program services, timely client exit, performance outcomes, and Follow-up activities.
  - iii. Property/equipment inventory list (which shall include any equipment purchased with contract funds.
  - iv. Invoices and all financial documents including backup documentation related to the operation of the program and the provision of program services. .
- b. CONTRACTOR shall conduct the quality assurance review on a quarterly basis and shall produce all quality assurance review documentation upon request by the COUNTY.
- c. CONTRACTOR shall take corrective action measures within 15 days of notification as a result of findings identified through federal, state and county monitoring. Repeat and systemic findings identified in any federal, state and county compliance monitoring may result in a loss or reduction in funding and/or other sanctions issued by the COUNTY.
- d. Case Files shall be maintained for every enrolled client. CONTRACTOR shall have a physical file and an electronic file. At a minimum, youth physical or electronic case files shall include documentation of the following:
  - i. Program eligibility and determination of need;

- ii. Client signature evidence of Equal Opportunity and programmatic grievance forms;
    - iii. All source documents needed for validation (as referenced in applicable county Policies and State Directives and Information);
    - iv. All program and required forms;
    - v. Initial and/or Comprehensive Assessments, as applicable;
    - vi. Individual Employment Plan (IEP), including all updates of services provided, completed and signed by the youth;
    - vii. Completed resume for clients being enrolled into Individualized Career Services;
    - viii. Progress reports, time and attendance;
    - ix. Signed Employer or Worksite Agreement, timesheets, certificate, and other related documents for OJT or Transitional Jobs, Work Experience (WEX), as applicable;
    - x. Supportive Services documentation including youth signature of receipt; and
    - xi. Case management notes showing provision of all substantial services provided.
  - e. Personally Identifiable Information and information designated as sensitive (both hardcopy and electronic) relating to services received by clients including information regarding medical and/or substance abuse treatments shall be subject to federal, state and county privacy/confidentiality guidelines, which are incorporated herein by reference.
  - f. CONTRACTOR shall develop and maintain internal business processes in line with COUNTY's policies and procedures. All business process documents shall be reviewed to ensure full compliance with program rules. CONTRACTOR shall provide a copy of all business processes to the COUNTY upon request.
  - g. Compliance with Law: CONTRACTOR shall, at its sole cost and expense, comply with all county, state and federal ordinances and statutes now in force or which may hereafter be in force with regards to this Agreement. The judgement of any court of competent jurisdiction or the admission of CONTRACTOR is any action or proceeding against CONTRACTOR, where COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.
- B. COUNTY shall:
- 1. In connection with the end of the contract term, COUNTY shall perform both a programmatic and a fiscal closeout to determine CONTRACTOR's full compliance with the provisions of the Agreement.
  - 2. COUNTY may consider an Agreement modification per fiscal year for the following purposes:

- a. To transfer unspent direct job seeker costs from one fiscal year to another;
- b. Changing labor market conditions; or
- c. New state and federal requirements, including unanticipated funding.

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## EXHIBIT B

### PAYMENT ARRANGEMENTS

#### Compensation upon Completion (with attached Line Item Budget)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **1,397,678**.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- C. By the 20<sup>th</sup> of each month, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice (**Attachment 1**) or certified claim on the County Treasury for the service performed over the period specified. This invoice or claim must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or the item(s) delivered and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- E. The Agreement is subject to the availability of applicable federal funding from the DOLETA. If the DOLETA fails to appropriate or otherwise make available sufficient funds to fund contracts, COUNTY may terminate and/or reduce funding of this Agreement in full or in part, at any time during the Agreement period.
- F. During the term of this Agreement, COUNTY will evaluate whether CONTRACTOR is making sufficient progress in spending funds provided by this Agreement to deliver services to youth. If CONTRACTOR is not making sufficient progress (as part of the project plan approved by DOLETA), COUNTY may recapture or reduce funds. Such recaptures will not require an amendment to this Agreement.
- G. Budget Variances: CONTRACTOR shall obtain in advance the expressed written consent from the DESIGNATED REPRESENTATIVE for any variation of the line item amounts within the same cost category (i.e. cost category I.A, cost category I.B., cost category I.C, and cost category I.D. identified in EXHIBIT B-1) set forth in the Line Item Budget detailed in **EXHIBIT B-1**. In no event shall funds be moved between cost categories or the overall budget amount be exceeded without a formal written amendment to the Agreement.
- H. CONTRACTOR shall allow COUNTY and auditors access to the CONTRACTORS records and financial statements as necessary for the COUNTY to meet the requirements of CFR 200.332 Requirement for Pass-through Entities.
- I. CONTRACTOR is subjected to the Uniform Guidance and applicable provisions of the Federal Acquisition Requirements (FAR).

**EXHIBIT B-1  
LINE ITEM BUDGET**

Leaning Forward		Budget Year 1	Budget Year 2	Budget Year 3	6 Month	Total
	#Pos	Program	Program	Program	Close	Program
<b>COMMUNIFY ACTIVITIES</b>						
<b>Salaries</b>						
FYS Director: FTE(1.0%)	1	1,050	1,071	1,092	557	3,770
Program Manager	1	61,417	68,340	69,707	34,197	233,660
Case Manager: 1 FTE (100%)\$ 23hr	1	39,859	48,797	49,773	25,126	163,554
Case Manager: FTE (100%) \$23hr	1	39,859	48,797	49,773	25,126	163,554
Data Support Specialist (25%)	1	14,040	14,321	14,607		42,968
<b>Total Salaries</b>		<b>156,225</b>	<b>181,325</b>	<b>184,952</b>	<b>85,005</b>	<b>607,507</b>
<b>Fringe Benefits</b>						
Fringe Benefits @30%		46,867	54,398	55,485	25,502	182,252
Health, Vision, Dental, Life Ins., Workers Comp., State Unemployment, FICA, Retirement, Prescription						
<b>Total Salaries &amp; Benefits</b>		<b>203,092</b>	<b>235,723</b>	<b>240,437</b>	<b>110,507</b>	<b>789,759</b>
<b>Services &amp; Supplies</b>						
Travel Local Mileage		3,000	3,000	2,000	644	8,644
Out of Town Travel		3,000	2,200	2,200	800	8,200
Other: Training		6,000	3,000	3,000	800	12,800
<b>Supplies:</b>						
Office Equipment		12,000	400	400		12,800
Office Supplies		1,726	850	850	505	3,931
Program Supplies						0
Liability Insurance		300	300	300	300	1,200
Software/Database support		2,000	2,500	1,300	1,300	7,100
Communications		2,400	2,400	2,400	1,200	8,400
Space Rental		6,930	7,920	7,920	3,960	26,730
Recruitment/Background Checks		300	200	100		600
<b>Total Services &amp; Supplies</b>		<b>37,656</b>	<b>22,770</b>	<b>20,470</b>	<b>9,509</b>	<b>90,405</b>
<b>Client Expenses</b>						
Youth Assessment SRV+(COPS)		700	800	355		1,885
Youth Incentive: Conflict Resol 50 x 153 =7650		1,550	1,550	2,000	2,550	7,650
Client Supportive Services: supplies clothing, equipment		5,000	4,500	4,500	2,000	16,000
Educational Materials		800	500	300		1,600
Travel Youth Transportation		1,500	1,500	1,500		4,500
<b>Total Client Expenses</b>		<b>9,550</b>	<b>8,850</b>	<b>8,655</b>	<b>4,550</b>	<b>31,635</b>
<b>Contractual Services</b>						
Contractual: FCCC(paid work experience)		116,548	116,548	116,548		349,644
<b>Total Contractual Services</b>		<b>116,548</b>	<b>116,548</b>	<b>116,548</b>	<b>-</b>	<b>349,644</b>
<b>Subtotal</b>		<b>366,846</b>	<b>383,891</b>	<b>386,110</b>	<b>124,566</b>	<b>1,261,443</b>
Indirect (10.8%)		39,619	41,460	41,700	13,453	136,236
<b>COMMUNITY TOTAL</b>		<b>406,465</b>	<b>425,351</b>	<b>427,809</b>	<b>138,019</b>	<b>1,397,678</b>

## **EXHIBIT B-1 BUDGET NARRATIVE**

CONTRACTOR is subjected to the Uniform Guidance and Federal and State regulations and directives. Budget items are subject to review and approval.

### **A. Personnel:**

- i. **FYS Director:** Oversees all subcontractor staff allocated to program. Ensures programmatic and fiduciary milestones are met. Meets with all stakeholders on project as necessity dictates. Liaison between subcontractor, funder and community.
- ii. **Program Manager:** Oversees program implementation and ensures effective coordination, training and support is provided to program staff. The program manager is expected to monitor program activities, address challenges, and develop program partnerships, including but not limited to referral and work sites.
- iii. **Case Manager(s):** Provide youth with job preparation skills, including adaptability, critical thinking skills, time management, leadership skills and problem-solving skills. Additionally, case managers will serve as mentors for youth through all processes needed for employment placement.
- iv. **Data Entry Specialist:** Supports with data collection, analysis, and reporting to information strategic decision making. This position will also provide technical assistance to staff in utilizing data systems.

### **B. Services and Supplies**

- i. **Travel Costs:** Travel to conferences and other trainings is allowable with prior approval from COUNTY. The conference and other training needs to be related to program in order to be claimed as a direct cost. Any general administration should be claimed as an indirect cost. See 2 CFR Part 200.413 (direct costs), 2 CFR Part 200.474, (travel costs), and 2 CFR Part 200.472 (training and education costs). Prior approval from COUNTY is required for out-of-state travel. Mileage: Travel mileage is allowable for the staff who needs to travel throughout the region to meet with youth, partners, and businesses. Mileage reimbursement must be at the approved federal rate for mileage reimbursement. Mileage rates are subject to change for each calendar year.
  - 1. **Travel Local Mileage:** Program staff for travel relating to program duties, including outreach, networking, case management, visitation, and countywide meetings/trainings.
  - 2. **Out of Town Travel:** Costs of travel for conferences out of the county and out of the state for training purposes. Travel reimbursement must meet federally approved per diem rates.
- ii. **Other: Training:** Assessment training, Violence Intervention Conferences, restorative justice, healing circles. Violence Intervention Conference, Los Compadres National Network.

- iii. Office Equipment: Surface pros, Docking Stations, Monitors, Misc Equipment (mouse, keyboard), Printer, Shredder. Equipment purchases with a acquisition cost of \$5,000 or more must have prior written approval from COUNTY.
- iv. Office Supplies: General office supplies such as paper, pens, toner, curriculum supplies, label maker, office trash cans, file folders, labels, highlighters, notepads, sticky notes, lockable portable file case, storage boxes, office cleaning supplies, paper, labels.
  - 1. Program Supplies: NA
  - 2. Liability Insurance: General liability insurance, umbrella coverage, auto liability insurance, professional liability insurance, and workers comp insurance.
  - 3. Software/Database support: Elogic, Positive Action App. The Positive Action App is part of the Positive Action Conflict Resolution curriculum. Other subscriptions can include, but not limited to a portion of the Office 365 licenses, security/antivirus licenses, website development or maintenance, and online programs. The software and database support shall be directly connected to supporting the program.
  - 4. Communications: This consists of a share of the cell phones, internet/hotspots, that are directly used by the program. This can also be their share for the main office use of phones and internet.
  - 5. Space Rental: Office space in Santa Maria and Lompoc referenced in Exhibit A section VIII for the Program Manager and two case workers.
  - 6. Recruitment/Background Checks: Cost of recruitment and background checks for program staff.

**C. Client Expenses**

- 1. Youth Assessment such as personality career assessments, Assessment/curriculum Starter Kit(s).
- 2. Youth Incentive: Incentives for completion of conflict resolution.
- 3. Client Supportive Services such as educational supplies, calculators, tablet, notebooks, books, backpack. Clothing, shoes, transportation. misc. expenses.
- 4. Educational Materials: outreach printed materials including flyers and/or rack cards.
- 5. Travel Youth Transportation: College bound trip via rented bus, local client transportation to field trips, jobs and or appointments geared towards their education.

**D. Contractual-Paid Work Experience:**

- 1. In order to facilitate the project's goal of placing 75 youth into paid work experience opportunities, the CONTRACTOR will sub-contract with an organization to serve the employer of record role. CONTRACTOR is required to follow Uniform Guidance rules on procurement.

**E. Indirect Cost:**

If indirect cost is budgeted, CONTRACTOR must have a Negotiated Indirect Cost Rate (NICRA), Cost Allocation Plan (CAP), or elect to utilize the de minimums rate of 10% of modified total indirect cost (MTDC). Indirect costs represent the expenses of doing business that are not readily

identified with a particular grant, contract, project function or activity, but are necessary for the general operation of the organization and the conduct of activities it performs.

## EXHIBIT C

### Indemnification and Insurance Requirements (For Professional Contracts)

#### INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. ***(Not required if CONTRACTOR provides written verification that it has no employees)***
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

##### B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.



## EXHIBIT D

### GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS WORKFORCE INNOVATION AND OPPORTUNITY ACT

The following applies to all programs and/or projects funded under the Workforce Innovation and Opportunity Act (WIOA) conducted by CONTRACTOR.

#### 1. COMPLIANCE

In performance of this Agreement, CONTRACTOR will fully comply with:

- A. The provisions of the WIOA of 2014; the Office of Management and Budget (OMB) Uniform Administrative Requirements, Allowable Costs, Cost Principles, and Audit Requirements for Federal Awards, Final Rule at 2 Code of Federal Regulations (CFR), Chapter I and Chapter II, Part 200, et al (hereafter referred to as Uniform Guidance 2 CFR Part 200); and the Department of Labor's (DOL) exceptions at 2 CFR Chapter II, Part 2900, et al. (hereafter referred to as DOL Exceptions 2 CFR Part 2900); and all regulations, legislation, 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 the WIOA.
- C. The provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to DOL job training programs.
- D. CONTRACTOR will ensure diligence in managing programs under this Agreement, including performing appropriate monitoring of its activities and taking prompt corrective action against known violations of the WIOA. CONTRACTOR agrees to conform to the provisions of the WIOA and the contract requirements as referenced in Uniform Guidance 2 CFR Part 200, Appendix II and DOL Exceptions 2 CFR Part 2900, Appendix II to Part 200.

#### 2. CERTIFICATIONS / ASSURANCES

Except as otherwise indicated, the following certifications apply to all CONTRACTORS.

- A. **Corporate Registration:** CONTRACTOR, if it is a corporation, certifies it is registered with the Secretary of State of California.
- B. **American's Disabilities Act (ADA):** CONTRACTOR agrees to comply with the American's Disabilities Act (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. **False Claims Act:** CONTRACTOR, by signing this Agreement, agrees to assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets. CONTRACTOR shall assure that all annual, final fiscal reports, monthly claims, invoices, and vouchers, it submits for the purpose of requesting payment will include a certification, signed by an official who is authorized to legally bind CONTRACTOR, which

reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise." (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

- D. **Authority to Bind CONTRACTOR:** CONTRACTOR shall furnish the WDB in writing, a list of persons authorized to execute on behalf of CONTRACTOR: Agreements, modifications to Agreements, invoices or other documents as may be required by the WDB.
- E. **Sectarian Activities:** CONTRACTOR certifies that this 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.
- F. **National Labor Relations Board:** CONTRACTOR (if not a public entity), by signing this Agreement, does swear under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal court has been issued against CONTRACTOR within the immediately preceding two-year period because of the CONTRACTOR's failure to comply with an order of a Federal court, which orders CONTRACTOR to comply with an order of the National Labor Relations Board (PCC10296).
- G. **Prior Findings:** CONTRACTOR by signing this Agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous Agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of the final finding and determination, including repayment of debts.
- H. **Drug-Free Workplace Certification:** By signing this Agreement, CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that CONTRACTOR 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 CONTRACTOR employee who works on this Agreement will:
    - i. Receive a copy of CONTRACTOR's drug-free policy statement; and

- ii. Agree to abide by the terms of the CONTRACTOR's drug-free policy statement as a condition of employment on the Agreement.
- I. **Child Support Compliance Act:** In accordance with the Child Support Compliance Act, CONTRACTOR recognizes and acknowledges: The importance of child and family support obligations and shall fully comply with the 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) of Part 5 of Division 9 of the Family Code; and that to the best of its knowledge CONTRACTOR is fully complying with the earnings assignment orders of all CONTRACTOR's employees and is providing the names of all new CONTRACTOR's employees to the New Employee Registry maintained by the State of California Employment Development Department (EDD).
- J. **Debarment and Suspension Certification:** Agreements must not be issued for any entity listed on the Excluded Parties List System in the System for Award Management (SAM). When the CONTRACTOR is unable to certify the following to any of the statements in this certification, CONTRACTOR shall attach an explanation to this agreement. By signing this Agreement, CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that CONTRACTOR will comply with regulations implementing Executive Order 12549, Debarment and Suspension, Uniform Guidance 2 CFR Part 200, Appendix I, and that CONTRACTOR, to the best of its knowledge and belief, certifies that it and its principals:
  - 1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
  - 2. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it 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 Agreement. Nor shall CONTRACTOR have, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for 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 Debarment and Suspension Certification.
  - 4. Have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default. Where CONTRACTOR is unable to certify to any of the statements in this Debarment and Suspension Certification, it shall attach an explanation to this Agreement.
- K. **Lobbying Certification:** Contractors bidding over \$100,000 must comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). By signing this AGREEMENT CONTRACTOR hereby assures and certifies to compliance with the lobbying restrictions which are codified in the DOL

regulations at Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR 2900, as follows:

1. No Federal appropriated funds have been paid, by or on behalf of CONTRACTOR, 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 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 Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  3. CONTRACTOR shall require that the language of the lobbying restrictions be included in the award documents for Agreement transactions over \$100,000 (per OMB) at all tiers (including AGREEMENTs, contracts, and subcontracts, under grants, loan, or cooperative Agreements), and that all sub-recipients 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, and 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.
- L. **Priority Hiring Considerations:** If this AGREEMENT includes services in excess of \$200,000, CONTRACTOR shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Section Code 11200 in accordance with Public Contract Code §10353.
- M. **Sweatfree Code of Conduct:** All CONTRACTORS that contract 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, or supplies furnished to the State pursuant to the contract 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. CONTRACTOR further declares under penalty of perjury that it will adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108. CONTRACTOR agrees to cooperate fully in providing reasonable access to CONTRACTOR's records, documents, agents or employees, or

premises if reasonably required by authorized officials of the WDB, State of California EDD, the Department of Industrial Relations, or the Department of Justice to determine CONTRACTOR's compliance with the requirements of the Sweatfree Code of Conduct.

N. **Unenforceable Provision:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected hereby.

O. **Non-discrimination Clause / Affirmative Action / Equal Employment Opportunity:**

The conduct of the parties to this Agreement will be in accordance with Title VI of the Civil Rights Act of 1964 and the Rules and Regulations promulgated hereunder and the provisions of WIOA Section 188.

As a condition to the Agreement of financial assistance from the DOL under WIOA, CONTRACTOR assures that it will comply fully with the non-discrimination and equal opportunity provisions of the following laws:

- i. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA financially assisted program or activity;
  - ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
  - iii. CONTRACTOR will take affirmative action to assure that no individual will be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration or in connection with any services or activities authorized under the WIOA in violation of any applicable nondiscrimination law, including laws prohibiting discrimination on the basis of race; color; religion; sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity); national origin (including limited English proficiency); age; disability; political affiliation or belief; or against any beneficiary of, applicant to, or customer in, programs financially assisted under Title I of the WIOA, on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity. All complaints alleging discrimination must be filed and processed according to the procedure in the applicable DOL nondiscrimination regulations. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
  - iv. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
1. CONTRACTOR also assures that it will comply with Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, and all other regulations implementing the laws listed above. This assurance applies to CONTRACTOR's operation of the WIOA

financially assisted program or activity, and to all Agreements that CONTRACTOR makes to carry out the WIOA financially assisted program or activity. CONTRACTOR understands that the United States has the right to seek judicial enforcement of this assurance.

2. CONTRACTOR shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
  3. CONTRACTOR will take affirmative action to assure that no individual will be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration or in connection with any services or activities authorized under the WIOA in violation of any applicable nondiscrimination law, including laws prohibiting discrimination on the basis of age, race, sex, color, religion, national origin, disability, political affiliation or belief. All complaints alleging discrimination must be filed and processed according to the procedure in the applicable DOL nondiscrimination regulations.
  4. CONTRACTOR will assure that discriminatory job orders will not be accepted, except where the stated requirement is a bona fide occupational qualification (BFOQ). See, generally, 42 U.S.C. 2000(e)–2(e), 29 CFR parts 1604, 1606, 1625. (3)
  5. CONTRACTOR will assure that employment testing programs will comply with 41 CFR part 60–3 and 29 CFR part 32 and 29 CFR 1627.3(b)(iv).
  6. CONTRACTOR agrees to conform to non-discrimination and equal opportunity requirements and procedures, including the WDB's grievance and complaint procedures in compliance with the WIOA, the Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, Federal regulations and State statutes, regulations and policy.
  7. CONTRACTOR will be governed by WIOA procedures relating to complaints alleging violations of the WIOA, regulations, other Agreements under the WIOA including terms and conditions of employment.
  8. CONTRACTOR will comply with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL".
  9. CONTRACTOR shall ensure equal employment opportunity based on objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, performance evaluation, and employee management relations.
- P. **Salary and Bonus Limitations:** To the extent applicable, in compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading

“Employment and Training” that are available for expenditure on or after June 15, 2006, including funds expended pursuant to this Agreement, shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply contractors providing goods and services as defined in Uniform Guidance 2 CFR Part 200 and the DOL Exceptions 2 CFR Part 2900. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the States, the compensation levels for programs involved including DOL Employment and Training Administration programs. See Training and Employment Guidance Letter #05-06 for further clarification at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=2262](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262).

The incurrence of costs and receiving reimbursement for these costs under this Agreement certifies that CONTRACTOR has read the above special condition and is in compliance.

- Q. **Federal Funding Accountability and Transparency Act (FFATA):** As required by FFATA, recipients of Federal awards are required to report sub-award and executive compensation information. By signing this Agreement, CONTRACTOR hereby assures and certifies to comply with the provisions of FFATA, which includes requirements referenced in Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900.
- R. **Contamination and Pollution Including, But Not Limited to, Air or Water Pollution Violation:** Under State laws, CONTRACTOR 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 any cease and desist order not subject to review issued pursuant to Section 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. CONTRACTOR, solely at its own cost and expense, will provide clean-up of any premises, property or natural resources contaminated or polluted due to CONTRACTOR'S activities. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities of the CONTRACTOR will be borne entirely by the CONTRACTOR.
- S. **Clean Air and Water Acts** For all Agreements between COUNTY and CONTRACTOR in excess of \$150,000, CONTRACTOR shall comply with Section 306 of the Clean Air Act (42 USC § 7606), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and United States Environmental Protection Agency regulations (Title 2 of CFR).
- T. **Solid Waste Disposal Act.** For all Agreements between COUNTY and CONTRACTOR in which an item or items in excess of \$10,000 are procured, CONTRACTOR shall comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962) and 40 CFR part 247.
- U. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** CONTRACTOR shall comply with Section 2 CFR Part 200.216. CONTRACTOR shall be prohibited from obligating or expending loan or grant funds to: procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- V. **Domestic Preferences for Procurements.** CONTRACTOR shall comply with Section 2 CFR Part 200.322. CONTRACTOR should, as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes here, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### 3. **WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) PROGRAMS**

Note: In addition to the above provisions, all Contractors receiving WIOA funds are required to comply with the following additional provisions:

#### A. **Compliance**

In its performance under the Agreement, CONTRACTOR will comply with the requirements of:

1. The WIOA, Public Law 105-220, all federal regulations and Governors' policies and procedures issued pursuant to WIOA, and any new legislation, regulation, policy and procedures which may replace or amend the WIOA.
2. The items and conditions of the Agreement between the State and COUNTY for WIOA funds for the applicable fiscal year in which WIOA funds are provided by COUNTY to CONTRACTOR, and all applicable Federal, State, COUNTY and WIOA Regulations, COUNTY Agreement Directives and Policies.
3. CONTRACTOR represents and warrants that it is familiar with all laws, regulations, COUNTY rules and COUNTY policies and procedures affecting its requirements under the performance of the Agreement. Measured performance below goals and standards and/or non-compliance with applicable rules and regulations will constitute non-compliance with the terms of the Agreement.

#### B. **Charging of Costs**

CONTRACTOR will comply with 29 CFR Part 97, and as they may be amended from time to time, as they relate to charging direct and indirect costs.

#### C. **Allowable Costs**

A cost must meet the following criteria in order to be an allowable WIOA charge:

1. Be necessary and reasonable for the performance of the Agreement.
2. Be allocable to the Agreement
3. Conform to any limitations or exclusions set forth in the Agreement.
4. Be consistent with policies and procedures that apply uniformly to both federally financed and other activities of the non-federal entity.



5. Be accorded consistent treatment.
6. Be determined in accordance with generally accepted accounting principles.
7. Not to be used to meet cost sharing or matching requirements of any other federally-financed program (without prior approval from the COUNTY).
8. Be adequately documented.

**D. Maintenance of Effort/Union Concurrence**

No currently employed worker will be displaced by any participant (including partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits.) No program will impair existing Agreements for services or collective bargaining agreements, except that no program under this Act which would be inconsistent with the terms of a collective bargaining agreement, will be undertaken without the written concurrence of the labor organization and employer concerned. No participant will be employed or job opening filled: (1) When any other individual is on layoff from the same or any substantially equivalent job; or (2) When the employer has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this Act. No jobs will be created in a promotional line that will infringe in anyway upon the promotional opportunities of currently employed individuals. (WIOA Reg. 667.270)

**E. Prevailing Wage**

Individuals employed in activities under Title I of WIOA must be compensated at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience and skills. Such rates must be in accordance with applicable law, but may not be less than the higher of the rate specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1)) or the applicable State or local minimum wage law. (WIOA Reg. 667.272)

**F. Minimum Wage**

Individuals employed in activities authorized under WIOA will be paid wages which will not be less than the highest of (a) the minimum wage under Section 6(a)(1) of the Fair Labor Standards Act of 1938 (b) the minimum wage under the applicable State or local minimum wage law, (c) the prevailing rates of pay for individuals employed in similar occupations by the same employer, or (d) minimum wage as determined by the COUNTY Demand Occupation List. (WIOA Reg. 667.272)

**G. Benefits and Working Conditions**

All trainees employed in subsidized jobs in a training capacity (i.e., On the Job Training) will be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work (WIOA Reg. 667.272). This provision does not apply to participants enrolled in unpaid work experience. Unpaid work experience will be as specified in the participant's work experience agreement and any applicable Federal, State and local requirements.

**H. Additional Nondiscrimination and Equal Opportunity Provisions**

In accordance with 29 CFR Part 37 and 29 CFR Part 38, as a condition to the award of financial assistance from the Department of Labor under Title I of the WIOA, CONTRACTOR assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws: Section 188 of the 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, gender identity and transgender status), national origin (including limited English proficiency), age, disability (temporary or permanent), unlawful harassment, political affiliation or belief, citizenship, or participation in WIOA. CONTRACTOR also assures that it will comply with WIOA's implementing regulations when they are promulgated and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I financially assisted program or activity. CONTRACTOR understands that the United States has the right to seek judicial enforcement of this assurance. Participation in programs and activities financially assisted in whole or in part under WIOA or other fund source will be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the Attorney General to work in the United States. CONTRACTOR agrees to abide by the Immigration Reform and Control Act of 1986, as amended. Additionally, priority for services should be given to veterans and their eligible spouses, as outlined in EDD Directive WSD19-04 Priority of Service for Veterans and Eligible Spouses.

**I. Definitions**

For the purpose of the Agreement, the definitions enumerated in WIOA as amended, and the glossary of WIOA terms as amended, published by the State of California Employment Development Department (EDD) and the CWDB directives will govern. Where references to these definitions is not possible, the definition or meaning of a word, phrase, section, clause, part, condition, or other requirement will be determined by the common meaning or business usage.

**J. Tracking Costs by WIOA Cost Category**

In order to determine reasonableness of Agreement costs and to comply with Federal legislation, CONTRACTOR shall:

1. Develop and submit to the COUNTY a Cost Allocation Plan, which identifies all costs shared among each separate funding source, WIOA, or non-WIOA.
2. Maintain its accounting records and make such available to federal, state and COUNTY auditors and/or monitors.
3. Document and indicate in budget and invoices submitted to the COUNTY, any in-kind costs contributed to the Agreement. In-kind costs shall be applied to the appropriate WIOA Cost Category.

**K. Financial Aid**

Educational assistance, grants and loans to WIOA participants for the purpose of supplementing training costs must reduce the costs chargeable to the Agreement. CONTRACTOR shall evaluate Supportive Services or Needs Based Payments, if any, received by the participant from WIOA funds to ensure that duplicate payments are not made to the participant from WIOA and Pell Grants or other sources of financial aid. (WIOA Reg. 663.320)

**L. Reporting Fraud or Abuse**

All subrecipients or subcontractors/contractors that receive WIOA funds shall promptly report within 48 hours to COUNTY of Santa Barbara Workforce Development Board all allegations of WIOA-related fraud, abuse, and other criminal activity in accordance with local directive(s).

**M. California Labor Code, Fair Labor Standards Acts as Amended**

Appropriate standards for health and safety in work and training situations will be maintained, and facilities and equipment will be adequate for the achievement of learning, as follows:

1. Health and safety standards established under state and federal law, otherwise applicable to the working conditions of employees, will be equally applicable to working conditions of participants. With respect to any participant in a program conducted under WIOA who is engaged in activities which are not covered by health and safety standards under the Occupational Safety and Health Act of 1970 as amended, the Secretary will prescribe, by regulation, such standards as may be necessary to protect the health and safety of such participants. CONTRACTOR hereby assures and certifies compliance with all provisions of the California Labor Code and the Fair Labor Standards Act as amended by the Occupational Safety and Health Act of 1970, as amended. (WIOA Reg. 667.274)
2. Where participants are engaged in activities not covered under the Occupational Safety and Health Act of 1970 as amended, CONTRACTOR will ensure that participants are not permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety. Participants employed or trained for occupations that are inherently dangerous (e.g., fire or police jobs) will be assigned to work in accordance with reasonable safety practices.

**N. Training Conditions**

Conditions of employment and training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the participant. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. The program will, to the maximum extent feasible, contribute to the occupational development and/or upward mobility of individual participants.

**O. Recovery of WIOA Tuition and Training Refunds**

All subrecipients or subcontractors/contractors that receive WIOA funds shall obtain the designated training provider's policy regarding refunds of tuitions. In accordance with local directives, subrecipients or subcontractors/contractors shall monitor participant's enrollment and attendance in training programs and will be responsible to pursue recovery of unused WIOA training monies and/or tuition refunds for any participant who does not complete a training program.

**P. Property Management**

1. Insurance

All property and equipment purchased, received, or utilized by CONTRACTOR for the purpose of performing the Agreement shall be insured against fire, theft, and destruction, equal to the full replacement cost.

2. Purchase and Maintenance of Equipment

CONTRACTOR shall ensure and document open competition and shall procure, in accordance with all WIOA and Federal regulations when purchasing at a cost of \$1,000 per unit or more, any property described in the Project Budget. If the low bid or quotation is not accepted by CONTRACTOR, the COUNTY'S approval of the expenditure shall be

required. CONTRACTOR shall have and use a procurement policy that complies with all pertinent WIOA and Federal regulations. Unless otherwise specified, ownership of all non-expendable real property and equipment purchased with WIOA funds belongs to the U. S. Department of Labor through the State of California. The COUNTY may take possession of all such equipment and property at any time it determines necessary.

CONTRACTOR shall maintain an up-to-date inventory of all WIOA property in its custody with an individual purchase price of \$500 or more, and shall implement adequate maintenance procedures to keep such property in good condition.

Further, CONTRACTOR shall conduct an annual inventory of equipment and property at any time during and upon termination of the Agreement. A copy of the inventory shall be sent to the COUNTY as part of the closeout report documents.

Records for non-expendable real property shall be retained for a period of three (3) years from the date of final disposition of the property. These records shall be retained beyond the three (3) years if any litigation or audit is begun or if a claim is instituted involving the Agreement. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved.

**Q. Theft or Embezzlement**

1. Whoever, being an officer, director, agent, or employee of, or connected in any capacity with any agency or organization receiving financial assistance or any funds under Title I of WIOA knowingly enrolls an ineligible participant, embezzles, willfully misapplies, steals, or obtains by fraud any of the monies, funds, assets, or property which are the subject of a financial assistance agreement or Agreement pursuant to such Act shall be fined under this title or imprisoned for not more than two (2) years, or both; but if the amount so embezzled, misapplied, stolen, or obtained by fraud does not exceed \$1,000, such person shall be fined under this title or imprisoned not more than one (1) year, or both (18 USC Section 665(a)).
2. Whoever, by threat or procuring dismissal of any person from employment or of refusal to employ or refusal to renew a contract of employment in connection with a financial assistance agreement or contract under Title I of the WIOA induces any person to give up any money or thing of any value to any person (including such organization or agency receiving funds) shall be fined under this title, or imprisoned not more than one (1) year, or both (18 USC Section 655.b).
3. Whoever willfully obstructs or impedes or willfully endeavors to obstruct or impede, an investigation or inquiry under the WIOA, or the regulation thereunder, shall be punished by a fine under this title, or by imprisonment for not more than one year, or by both such fine and imprisonment. (18 USC Section 665.c)

**R. Duplicate Funding**

CONTRACTOR shall submit to the COUNTY copies of all requests for federal, state or local grants that may materially affect the quality or cost of the services provided under the Agreement, prior to submitting the request to the funding source. CONTRACTOR shall also inform the COUNTY of the receipt of any such grant, in which event the COUNTY shall have the right to renegotiate the price

or deliverable performance of the Agreement. CONTRACTOR'S costs or earnings claimed under one contract or grant may not also be claimed under any other or grant.

**S. Relocation Act**

CONTRACTOR will comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended, which requires fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs. (42 U.S.C. sections 4601 et seq.)

**T. Selective Service Act**

CONTRACTOR, unless stated otherwise in the Contract, will ensure that each participant under the Contract has not violated, or is not in violation of Section 3 of the Military Selective Act (50 U.S.C. Appen. § 453), as amended, by not presenting and submitting to registration as required pursuant to such section.

**U. Employment Generating Activities Prohibited**

1. No funds available under WIOA shall be used for employment generating activities, economic development activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resource centers, or similar activities.
2. No funds available under WIOA shall be used for foreign travel for employment generating activities, economic development activities, or similar activities. (WIOA Reg. 667.264(b))

**V. Rights**

CONTRACTOR shall comply with 29 CFR Section 97.36 (i) (8) which states, in part, that Agreements must contain languages pertaining to any patent rights that might be discovered under the Agreement. With respect to inventions made by CONTRACTOR in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, CONTRACTOR hereby grants to COUNTY and state a license as described in paragraphs 1 and 2 below of this section for devices or material incorporating, or made through the use of such inventions. If such inventions result from research work specifically included within the Agreement's scope of work, then CONTRACTOR agrees to assign to COUNTY and state, without additional compensation, all its right, title and interest in and to such inventions and to assist COUNTY and state in securing United States and foreign patent with respect thereto.

**Retained Rights/License Rights**

1. Except for intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and state and which result directly or indirectly from this Agreement, CONTRACTOR shall retain title to all of its Intellectual Property to the extent such Intellectual property is in existence prior to the effective date of this agreement. CONTRACTOR hereby grants to COUNTY and state, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of CONTRACTOR'S Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless CONTRACTOR assigns all rights, title and interest in the Intellectual Property as set forth herein.

2. Nothing in this provision shall restrict, limit, or otherwise prevent CONTRACTOR from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that CONTRACTOR'S use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of COUNTY and state or third party, or result in a breach or default of any provisions required by COUNTY or state including the Intellectual Property Provisions specified in the WIOA subgrant agreement for the applicable program year incorporated herein by this reference as though set forth in full, or result in a breach of any provisions of law relating to confidentiality.

**W. Employment of Mechanics and/or Laborers**

CONTRACTOR, if employing mechanics or laborers, shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 – 3708) for Agreements in excess of \$100,000.

**X. Federal Award Identification Information (Applicable to Subaward)**

Federal Award Identification Information (Applicable to Subaward)		
i. Subrecipient Name (which must match the registered name in DUNS)	Community Action Commission of Santa	
ii. Subrecipient DUNS number	098387178	
iii. Federal Award Identification Number (FAIN)	24A60YF000013	
iv. Federal Award Date	06/27/24	
v. Subaward Period of Performance	Start Date	02/04/25
	End Date	12/31/27
vi. Amount of Federal Funds Obligated by this action	\$ 2,000,000.00	
vii. Total Amt of Federal Funds Obligated to subrecipient	\$ 1,397,678.00	
viii. Total Amount of the Federal Award	\$ 2,000,000.00	
ix. Federal award project description*	The goal of the Department of Labor (DOL) Growth Opportunities (GO) program title, Leaning Forward, is to	
x. Name of Federal awarding agency.	USDOLETA	
Pass through entity,	County of Santa Barbara	
And contact information for awarding official		
xi. CFDA	Number	17.270
	Name	Growth Opportunities
xii. Is the award research and development?	No	
xiii. Indirect cost rate for the Federal award (including if the de minimus rate is charged per §200.414 Indirect (F&A) costs.	0	





Award# 24A60YF000013-01-00

FAIN# 24A60YF000013

Federal Award Date: 06/27/2024

**Recipient Information****1. Recipient Name**

COUNTY OF SANTA BARBARA  
234 Camino Del Remedio  
Santa Barbara, CA 93110-1341  
805-396-8264

**2. Congressional District of Recipient**  
24**3. Payment System Identifier (ID)**  
1956002833B1**4. Employer Identification Number (EIN)**  
956002833**5. Data Universal Numbering System (DUNS)**  
787264878**6. Recipient's Unique Entity Identifier (UEI)**  
J5CADE2EQVS1**7. Project Director or Principal Investigator**

Mr. Luis F. Servin  
Executive Director, Santa Barbara County Workforce  
Development Board  
lservin@countyofsb.org

**8. Authorized Official**

Mr. Luis F. Servin  
Executive Director, Santa Barbara County Workforce  
Development Board  
lservin@countyofsb.org  
805-614-1543

**Federal Agency Information**

ETA Office of Grants Management

**9. Awarding Agency Contact Information**

Mr. Todd M Long-Jr  
Grants Management Specialist  
long.todd.m@dol.gov  
2026930570

**10. Program Official Contact Information**

Mrs. Tiffani D Thomas  
Federal Project Officer  
U.S. DOL - ETA, Region 6 - San Francisco  
thomas.tiffani@dol.gov  
4156257961

**Federal Award Information****11. Award Number**

24A60YF000013-01-00

**12. Unique Federal Award Identification Number (FAIN)**

24A60YF000013

**13. Statutory Authority**

The Workforce Innovation and Opportunity Act "WIOA", Public Law 113-128

**14. Federal Award Project Title**

Santa Barbara County Workforce Development Board Growth Opportunities: Leaning Forward/Inclinado  
Adelante

**15. Assistance Listing Number**

17.270

**16. Assistance Listing Program Title**

Reentry Employment Opportunities

**17. Award Action Type**

New

**18. Is the Award R&D?**

No

**Summary Federal Award Financial Information****19. Budget Period Start Date** 07/01/2024 - **End Date** 12/31/2027**20. Total Amount of Federal Funds Obligated by this Action** \$2,000,000.00

20a. Direct Cost Amount \$2,000,000.00

20b. Indirect Cost Amount \$0.00

**21. Authorized Carryover** \$0.00**22. Offset** \$0.00**23. Total Amount of Federal Funds Obligated this budget period** \$0.00**24. Total Approved Cost Sharing or Matching, where applicable** \$0.00**25. Total Federal and Non-Federal Approved this Budget Period** \$2,000,000.00**26. Period of Performance Start Date** 07/01/2024 - **End Date** 12/31/2027**27. Total Amount of the Federal Award including Approved  
Cost Sharing or Matching this Period of Performance** \$2,000,000.00**28. Authorized Treatment of Program Income**

ADDITIONAL COSTS

**29. Grants Management Officer - Signature**

Chaya Anderson  
Grant Officer

**30. Remarks**



## Department of Labor

## Notice of Award

Award# 24A60YF000013-01-00

FAIN# 24A60YF000013

Federal Award Date: 06/27/2024

### Recipient Information

#### Recipient Name

COUNTY OF SANTA BARBARA  
234 Camino Del Remedio  
Santa Barbara, CA 93110-1341  
805-396-8264

#### Congressional District of Recipient

24

#### Payment Account Number and Type

1956002833B1

#### Employer Identification Number (EIN) Data

956002833

#### Universal Numbering System (DUNS)

787264878

#### Recipient's Unique Entity Identifier (UEI)

J5CADE2EQVS1

#### 31. Assistance Type

Discretionary Grant

#### 32. Type of Award

Other

### 33. Approved Budget

(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only

II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	\$364,624.94
b. Fringe Benefits	\$226,657.53
c. Total Personnel Costs	\$591,282.47
d. Equipment	\$0.00
e. Supplies	\$0.00
f. Travel	\$0.00
g. Construction	\$0.00
h. Other	\$0.00
i. Contractual	\$1,408,717.53
j. TOTAL DIRECT COSTS	\$2,000,000.00
k. INDIRECT COSTS	\$0.00
l. TOTAL APPROVED BUDGET	\$2,000,000.00
m. Federal Share	\$2,000,000.00
n. Non-Federal Share	\$0.00

### 34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	CFDA NO.	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
0501742324BD202401740008235XF007A0000AOWI00AOWI00	YF000013ZE1	ETA	410023	17.270	\$2,000,000.00	01742324BD



## AWARD ATTACHMENTS

COUNTY OF SANTA BARBARA

24A60YF000013-01-00

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1. County of Santa Barbara - Terms and Conditions

**Growth Opportunities (Round 4)**  
**County of Santa Barbara**  
**YF000013**

**Response to Programmatic Compliance Review**

After receipt of this award DOL/ETA staff will be performing a general compliance review to help ensure the programmatic aspects of the grant projects are in compliance with the Funding Opportunity Announcement (FOA) and other Federal requirements. After the review, if there is any action needed, ETA will transmit the results of the review and instructions for response to the Grantee in a separate document after receipt of this grant award. The Grantee must respond to the actions cited in the review document.

# **TERMS AND CONDITIONS**

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## **Part A: General Award, System for Award Management and Uniform Guidance**

### **A(1.) Compliance and the Order of Precedence**

The recipient of this Federal award must assure to fully comply with the rules and requirements specified in the award document. Program requirements may be located in the Funding Opportunity Announcement (FOA), statutes, Executive Orders, government-wide regulations, agency regulations, agency policy guidance such as Training Employment Guidance Letter (TEGL), and the terms outlined in the award document. The list below identifies the hierarchy of authority.

The following order of precedence applies to your activities under this Federal award. In the event of any inconsistency between the terms and conditions of this Notice of Award (NOA) and other requirements, consult the below order:

1. Workforce Innovation Opportunity Act (WIOA)].
2. Other applicable Federal statutes.
3. Consolidated Appropriations Act, 2023 (Public Law 117-328) dated December 29, 2022.
4. Implementing Regulations.
5. Executive Orders and Presidential Memoranda.
6. The Office of Management and Budget (OMB) Guidance, including the Uniform Guidance at 2 CFR (Code of Federal Regulations) parts 200 and 2900.
7. The U.S. Department of Labor (DOL) or Employment and Training Administration (ETA) directives.
8. Terms and conditions of this award.

The funds that are provided under this NOA must be expended according to all applicable Federal statutes, regulations and policies, including those of the Workforce Innovation and Opportunity Act (WIOA), the applicable approved WIOA State Plan (including approved modifications and amendments to the plan), and any waiver plan approved under WIOA Section 189(i)(3) or Workforce Flexibility (Workflex) plan approved under WIOA Section 190, the negotiated performance levels and policies established pursuant to the Secretary's authority under WIOA Section 116, and the applicable provisions in the appropriations act(s).

By drawing down funds, your organization as the award recipient agrees to the provisions of 20 CFR 683.820(b)(6), which states:

- a. "Any organization selected and/or funded under WIOA Title I, Subtitle D, is subject to having its award removed if an Administrative Law Judge (ALJ) decision so orders. As part of this process, the Grant Officer will provide instructions on transition and closeout to both the newly selected award recipient and to the award recipient whose positions is affected, or which is being removed."

A(2.) Funding Opportunity Announcement and Notice of Award

The Funding Opportunity Announcement (FOA) <https://www.dol.gov/sites/dolgov/files/ETA/grants/GO%204%20and%205%20FOA-ETA-24-06.pdf> and amendment found at <https://www.dol.gov/sites/dolgov/files/ETA/grants/2024%20pdfs/FOA-ETA-24-06%20Amendment%20One.pdf> are hereby incorporated into this NOA. Award recipients are bound by the authorizations, restrictions, and requirements contained in the FOA. Therefore, the expenditure of funds by the award recipient certifies that your organization has read and will comply with all the parts that are contained in the NOA.

**Notice of Award** The funds provided under this Notice of Award (NOA) must be expended according to all applicable Federal statutes, regulations and policies, and the applicable provisions in the appropriations act(s). The funds shall be obligated and expended via a NOA. These obligations and expenditures may not exceed the amount awarded by the NOA unless otherwise amended by the ETA.

A(3.) Approved Statement of Work

This project's narrative is the approved Statement of Work (SOW). It has been included as Attachment D. If there is any inconsistency between the project narrative and the program statute, appropriation, regulations, Executive Orders, Uniform Guidance, and DOL or ETA directives, the order of precedence (as described in Section A(1). above) will prevail.

A(4.) Program Official/Federal Project Officer

See item number 10 on page 1 of this grant agreement for the Program Official/Federal Project Officer name and contact information.

The individual named as the Program Official/Federal Project Officer 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 amendment process.

A(5.) System for Award Management

System for Award Management (SAM) is the official Federal system that collects, validates, stores, and disseminates business information about the Federal government's trading partners in support of contract awards, grants, and electronic payment processes.

A SAM registration is required for an entity to be able to apply for Federal awards, to request amendments to existing awards, and to enable them to closeout expiring awards. See [Training and Employment Notice \(TEN\) 18-17](#) for additional guidance.

Unless the award recipient is exempt from this requirement under 2 CFR 25.110, the grant award or cooperative agreement recipient must maintain current information in the SAM. This includes information on the recipient's immediate and highest-level owner



and subsidiaries, as well as on all of the recipient's predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until the award recipient submits the final financial report required under this Federal award or receive the final payment, whichever is later.

DOL advises award recipients and other awardees of Federal awards such as cooperative agreements registered in SAM to review their registration information, particularly their financial information and points of contact. Assistance is available by contacting the Federal Service Desk at [FSD.gov](https://www.fsd.gov). Grant award or cooperative agreement recipients should contact ETA at [ETAAccountingGrants@dol.gov](mailto:ETAAccountingGrants@dol.gov) if they find that payments have been paid to a bank account other than their registered bank account.

DOL routinely checks the validity of a grant award or cooperative agreement recipient's SAM registration and verifies that the recipient is not included on the excluded parties list before making an award or approving a modification to an existing award. Failure to have an active SAM registration can delay award recipients from receiving their initial award or requested modifications to their existing awards.

DOL further encourages award recipients to review the expiration date of their SAM registration and begin the renewal process well in advance, to ensure that their registration remains valid. If the award recipient has not logged in and updated its entity registration record within at least the past 365 days, its record will expire and go into inactive status. Timely renewal will ensure that the award recipient can continue to request and receive modifications to their existing grants, as well as apply for new funding opportunities. Further, the EIN number must remain active until the award closeout process is fully completed.

#### A(6.) Unique Entity Identifier Requirements

Effective on April 4, 2022, the DUNS Number was replaced by a new, non-proprietary identifier requested in and assigned by [SAM.gov](https://sam.gov). This new identifier is called the Unique Entity Identifier (UEI), or the Entity ID. To learn more about how to access your UEI, please visit the U.S. General Service Administration (GSA), [Unique Entity Identifier Update webpage](#).

If the grant award or cooperative agreement recipient is authorized to make subawards (see definition below in Section A (10.)) under this award, then the recipient:

1. Must notify potential subrecipients that no entity may receive a subaward from the award recipient until the entity has provided its UEI to the recipient.
2. May not make a subaward to an entity unless the entity has provided its UEI to the grant award or cooperative agreement recipient. Subrecipients are not required to obtain an active SAM registration but must obtain a UEI.

#### A(7.) Uniform Guidance Revisions

The Office of Management and Budget issued revisions to 2 CFR parts 25, 170, 183, and 200 (the Uniform Guidance) on August 13, 2020, and February 22, 2021 (technical



correction). These revisions became effective November 12, 2020, except for the amendments to 2 CFR 200.216 and 200.340, which were immediately effective on August 13, 2020. The award recipient must operate in compliance with these revised regulations. Please note that the section numbering in the Uniform Guidance has changed in some instances, and this terms and conditions document has been updated accordingly.

A(8.) Subawards

A *subaward* means an award provided by a *Pass-Through Entity* (PTE) to a subrecipient for the subrecipient to carry out part of a Federal award received by the PTE. 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 PTE 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 monitoring the subrecipient, ensuring that the Terms and Conditions are in all subaward packages and that the subrecipient complies with all applicable regulations and the Terms and Conditions of this award (2 CFR 200.101(b)).

A(9.) Vendor/Contractor Defined

The term “contractor,” sometimes referred to as a vendor, is a dealer, distributor, merchant or other seller providing goods or services that are required to implement a Federal program (see 2 CFR 200.1). These goods or services may be for an organization's own use or for the use of the beneficiaries of the Federal program. Additional guidance on distinguishing between a subrecipient and a contractor (vendor) is provided in 2 CFR 200.331. When procuring contractors for goods and services, DOL/ETA recipients and subrecipients must follow the procurement requirements found at 2 CFR 200.320 (except states, pursuant to 2 CFR 200.317), which calls for free and open competition.

A(10.) Technical Assistance, Resources, and Information

Additional resources, training, and information to assist the award recipient are located on the ETA website, [Resources webpage](#) and on the Grants Application and Management collection page on [WorkforceGPS.org](#). [SMART training](#) is a technical assistance initiative sponsored by DOL/ETA to assist its award recipients and subrecipients in improving its program/project operations through effective grants management. Please take some time to review the training modules which are focused on:

**S**trategies for sound grant management that include:

**M**onitoring,

**A**ccountability,

**R**isk mitigation and

**T**ransparency.

These four themes are woven throughout the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, also known as the Uniform Guidance (2 CFR Part 200 and 2 CFR Part 2900). The 508-compliant PowerPoint of the modules may be found on [WorkforceGPS.org](http://WorkforceGPS.org) at the [Resource](#) page.

#### A(11.) Monitoring, Technical Assistance, and Additional Specific Conditions of Award

All award recipients, including states and territories managing the Unemployment Insurance programs, are subject to 2 CFR 200.208, *Specific conditions*, which indicates that the Federal awarding agency may adjust specific award conditions as needed. A specific condition is based on an analysis of the following factors:

1. Based on the criteria in §200.206, *Federal awarding agency review of risk posed by applicants*;
2. The applicant or recipient's history of compliance with the general or specific terms and conditions of a Federal award;
3. The applicant or recipient's ability to meet expected performance goals as described in 2 CFR 200.211; or
4. A responsibility determination of an applicant or recipient.

Additional Federal award conditions may include items such as the following:

1. Requiring payments as reimbursements rather than advance payments;
2. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given performance period;
3. Requiring additional, more detailed financial reports;
4. Requiring additional project monitoring;
5. Requiring the non-Federal entity to obtain technical or management assistance; or
6. Establishing additional prior approvals.

Award recipients may be required to obtain technical or management assistance through an established provider/contractor that has been selected or hired by DOL/ETA that may include in-person or remote assistance.

#### A(12.) Evaluation, Data, and Implementation

Award recipients must cooperate during the implementation of a third-party evaluation. This means providing DOL/ETA or its authorized contractor with the appropriate data and access to program operating personnel and participants in a timely manner.

#### A(13.) Program Requirements

The FOA and Amendment contains the program requirements for this award.

## **Part B: Indirect Costs, Budget, and Cost Share (Match)**

### **B(1.) Indirect Cost Rate and Cost Allocation Plan**

An award recipient that is claiming indirect costs to a Federal award must have a Negotiated Indirect Cost Rate Agreement (NICRA), Cost Allocation Plan (CAP), or elect to utilize the de minimis rate of 10% of modified total direct costs (MTDC). Indirect (facilities & administrative (F&A)) costs are costs incurred for a common or joint purpose that benefit more than one cost objective and are not readily assignable to one cost objective without specifically benefitting effort disproportionate to the results achieved. Direct costs, by contrast, can be identified specifically with a particular cost objective, such as a Federal award, or other internally or externally funded activity that can be directly assigned to such activities relatively easily with a high degree of accuracy. Identification with the Federal award rather than the nature of the goods and services involved is the determining factor in distinguishing direct from indirect (F&A) costs.

If the DOL serves as the Federal Cognizant Agency (FCA) for the award recipient, then the award recipient must work with DOL's Cost & Price Determination Division (CPDD), which has delegated authority to negotiate and issue a NICRA or CAP on behalf of the Federal Government. More information about the DOL's CPDD is available at DOL's Cost & Price Determination Division (CPDD) their [website](#) and provides guidelines to help develop indirect cost rates, links to the applicable cost principles, and contact information. The CPDD also has Frequently Asked Questions to provide general information about the indirect cost rate approval process and due dates for provisional and final indirect cost rate proposals.

If a new NICRA is issued during the award's period of performance, it must be provided to DOL within 30 days of issuance. Funds may be re-budgeted as necessary between direct cost categories as long as they are consistent with the Budget Flexibility term within this agreement, grant requirements, and DOL regulations on prior approval. However, the total amount of the award will not be increased.

- \_\_\_\_ (1) The award recipient has a federally approved NICRA or CAP covering the entirety or a portion of the grant period of performance is included as Attachment F. If the NICRA or CAP covers only a portion of the period of performance, a new approved NICRA or CAP will need to be provided for the remaining portion of the period of performance. Once approved, the NICRA or CAP must be submitted to your Federal Project Officer.
- \_\_\_\_ (2) The award recipient has elected to use the De Minimis Rate of 10% of Modified Total Direct Costs (MTDC). To avoid a serious inequity in the distribution of indirect cost, DOL defines MTDC as all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward or subcontract (regardless of the period of performance of the subawards and subcontracts under the award). MTDC excludes equipment, capital expenditures, charges for patient care,

rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward or subcontract in excess of \$25,000.

See 2 CFR 200.414(f) for more information on use of the de minimis rate. Please be aware that incurred indirect-type costs (such as but not limited to 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 recovered as part of charging the de minimis rate.

To use de minimis, the award recipient must not have a current negotiated (including provisional) rate.

A governmental department or agency unit that receives more than \$35 million in direct Federal funding must submit its indirect cost rate proposal to its cognizant agency for indirect costs and cannot utilize the de minimis rate in accordance with 2 CFR 200.414(f).

De minimis may be used indefinitely. If the award recipient elects to utilize the de minimis rate, this methodology must be used consistently for all Federal awards until such time as the award recipient chooses to negotiate for an indirect cost rate, which the award recipient may apply to do at any time.

- \_\_\_\_\_ (3) The award recipient has claimed indirect costs on the SF-424A; however, an approved NICRA or CAP approved by the FCA was not provided and the award recipient did not elect to utilize the de minimis rate of 10% of MTDC. An approved NICRA or CAP must be submitted to the Grant Officer, or the award recipient must elect to utilize the de minimis rate of 10% of MTDC in order to charge indirect costs to the Federal award.

**URGENT NOTICE:** Estimated indirect costs have been specified on the SF-424A Budget Information form, however only the de minimis rate of 10% of MTDC will be released to support the indirect costs in the absence of a NICRA or CAP approved by the FCA.

The remaining funds which have been awarded for indirect costs are restricted and may not be used for any purpose until the recipient provides a signed copy of the NICRA or CAP. As the grant award or cooperative agreement recipient, the recipient must submit an indirect cost rate proposal or CAP to their FCA. Alternatively, the award recipient may request the de minimis rate if eligible in accordance with 2 CFR 200.414(f).

As the award recipient, the recipient must submit an indirect cost rate proposal or CAP. If the FCA for indirect costs is DOL, these documents should be submitted to the DOL's Cost & Price Determination Division

(CPDD). Otherwise, they should be submitted to the award recipient's FCA. Alternatively, the award recipient may request the de minimis rate if eligible (see section b. above). In addition, the recipient must notify the FPO that the documents have been submitted to the appropriate FCA.

**If the award recipient does not submit a NICRA proposal within 90 days of award, they will be limited to the de minimis rate of 10% of Modified Total Direct Costs (MTDC).**

- X (4) The award recipient elected to exclude indirect costs from the proposed budget. F&A costs should only be classified as direct costs if they meet the conditions specified in 2 CFR 200.413(c).

If indirect costs are misclassified as direct costs, per the guidelines at 2 CFR 200.412 - 414, such costs may become disallowed through an audit or compliance review conducted by a Federal staff person. Please be aware that incurred indirect costs (such as but not limited to 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 cost principles contained in the Uniform Guidance will be charged.

B(2.) Indirect Cost Rate – Financial Reporting for NICRA and De Minimis

All award recipients with an approved NICRA or de minimis rate must report indirect costs on their **FINAL** ETA-9130 Financial Report. If an award recipient has a NICRA and a CAP, only the indirect costs tied to the NICRA are reported on the FINAL ETA-9130 Financial Report. The grant recipient may refer to the ETA-9130 Report for additional guidance.

B(3.) Budget - Approved

The award recipient's budget documents are attached in this NOA. The documents are: 1) the SF-424, included as Attachment A; 2) the SF-424A, included as Attachment B; and 3) the Budget Narrative, included as Attachment C. The award recipient must confirm that all costs are allowable, reasonable, necessary, and allocable before charging any expense. Pursuant to 2 CFR 2900.1, the approval of the budget as awarded does not constitute prior approval of those items specified in 2 CFR part 200 and 2 CFR part 2900 or as a part of the grant award as requiring prior approval. The Grant Officer is the only official with the authority to provide such approval.

Any changes to the budget that impact the Statement of Work (SOW) and agreed upon outcomes or deliverables will require a request for modification and prior approval from the Grant Officer.

If the period of performance will include multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance terms and conditions of the Federal award.

Unless otherwise authorized in a grant award or cooperative agreement or subsequent modification, recipients must expend funds with the shortest period of availability first (20 CFR 683.110).

**B(4.) Budget Flexibility**

Award recipients are not permitted to make transfers that would cause any funds to be used for purposes other than those consistent with this Federal program. Any budget changes that impact the SOW and agreed upon outcomes or deliverables require a request for modification and approval from the Grant Officer.

Any request for a budget modification or non-competing extension of the final budget should be submitted to the Grant Officer, in writing, at least 30 days before the Period of Performance is scheduled to expire. Such requests usually are for a period of up to 12 months.

As directed in 2 CFR 200.308(f), for programs where the Federal share is over the Simplified Acquisition Threshold (SAT) (currently \$250,000), 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% of the total budget as last approved by the Federal awarding agency, the award recipient must receive prior approval from the Grant Officer. Any changes within a specific cost category on the SF-424A do not require a grant modification unless the change results in a cumulative transfer among direct cost categories exceeding 10% of total budget. It is recommended that the assigned Federal Project Officer or point of contact review any within-line changes to the award recipient's budget prior to implementation to ensure they do not require a modification.

For programs where the Federal share of the project is below the SAT of \$250,000, recipients are not required to obtain the Grant Officer's approval when transferring funds among direct cost categories.

**B(5.) Non-Federal Cost Sharing or Matching**

This award includes a non-Federal cost sharing or matching requirement equaling 25% of the total Federal share of costs. The costs that the award recipient incurs in fulfilling its matching or cost sharing requirement are subject to the same requirements, including the cost principles, that are applicable to the use of Federal funds. Such costs must be reasonable, allocable and allowable to the program. In addition, those costs must adhere to the guidelines specified in 2 CFR 200.306 and be verifiable in the recipient's records with proof that prior approval, where required, was obtained. Match must be expended as required at 2 CFR 2900.8 before it can be recognized and reported as match on the SF-425 or ETA-9130 report. Whether in cash or in-kind, the non-Federal share is expected to adhere to the same cost limitations. The award recipient cannot claim a cost as both an allowable cost and as a cost sharing or matching expenditure.



The matching or cost sharing requirement must be met at the time all such funds have been expended or the period of availability of such funds has expired, whichever comes first. If the required match is not met, award recipients will be responsible for reimbursing DOL/ETA the amount of unmet match when the award is closed. Cost sharing or matching funds must be reported on the quarterly SF-425 or ETA-9130 Federal financial report under the Recipient Share section. Match must be expended as required at 2 CFR 2900.8 before it can be recognized and reported as match.

## **Part C: Funds Management**

### **C(1.) Funds – Payment Management System (PMS)**

Upon receipt of a NOA, in order to draw funds from the U.S. Department of Health and Human Services (HHS) [Payment Management System \(PMS\)](#), an active account must be established. To establish an account, award recipients must complete an SF-1199A and PMS Access form (shown as the PMS New User Access Request on the [PMS website](#)) (User Access). Federal award recipients do not need to complete these forms if they already have an account with PMS.

### **C(2.) Funds - Return & Refunds**

DOL does not accept paper checks for any type of returned funds. For active grants, all return of funds are to be submitted electronically through the PMS operated by the HHS via the same method as a drawdown. For grants that have been cancelled or are expired (typically older than five years), incoming payments, including returns and recoveries to DOL, must be made via the [Pay.gov](#) website.

If there are questions regarding the return of funds, or your organization no longer has access to PMS, contact the DOL/ETA, Office of Financial Administration via email at: [ETA-ARteam@dol.gov](mailto:ETA-ARteam@dol.gov) for further assistance.

## **Part D: Costs - Limitations, Items, and Restrictions**

### **D(1.) Consultants**

For the purposes of this grant award, the Grant Officer has determined that fees paid to a consultant who provides services under a program shall be limited to \$815.00 a day (representing an eight-hour workday). Such costs must be reasonable, allocable, and allowable to the program. Any fees paid in excess of this amount cannot be paid without prior approval from the Grant Officer.

### **D(2.) Equipment**

The award recipient(s) must submit a request to purchase equipment and receive **prior approval** from the Grant Officer as defined in the Uniform Guidance at 2 CFR 200.1. A request to purchase equipment will be reviewed and approved in a modification to the award. Prior approval is required only when the per unit's acquisition cost is \$5,000 or more regardless of the non-Federal entity's capitalization threshold. Equipment purchases

must be made in accordance with 2 CFR 200.313 or 2 CFR 200.439.

Being awarded this grant ***does not*** automatically mean that the equipment specified in the approved budget or SOW is approved by the Grant Officer. The recipient must submit a detailed list describing the planned purchases to the FPO for review within 90 days of the NOA date. Recipients are strongly encouraged to submit requests to purchase equipment 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 during the last year of the period of performance or the last year of full program service delivery (not follow-up activities), whichever comes first. If any approved acquisition has not occurred prior to the last funded year of performance, approval for that item will be rescinded.

D(3.) Pre-Award Costs

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

D(4.) Program Income

The Addition method as described in 2 CFR 200.307 must be used in allocating any program income generated for this awards award. The award recipient must expend all program income prior to drawing down any additional funds as required at 2 CFR 200.305(b)(5) and 2 CFR 200.307(e). The DOL will require any program income remaining at the end of period of performance to be returned to DOL. In addition, award recipient(s) must report program income on the quarterly financial report using the applicable ETA-9130 or SF-425 reports.

D(5.) Supportive Services & Participant Support Costs

When supportive services are expressly authorized by a program statute, regulation, or FOA, 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 200.402 – 200.411. Questions regarding supportive services and participant support costs should be directed to the FPO who is assigned to the award.

D(6.) Travel

This award waives the prior approval requirement for domestic travel as contained in 2 CFR 200.475. For domestic travel to be an allowable cost, it must be necessary, allowable, reasonable, allocable and conform to the non-Federal entity's 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 U.S. Flag air carrier if service provided by such carrier is available.



#### D(7.) Travel – Foreign

Foreign travel is not allowable except with prior written approval 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 U.S. Flag air carrier if service provided by such carrier is available.

#### D(8.) Travel – Mileage Reimbursement Rates

Pursuant to 2 CFR 200.475(a), all award recipients must have policies and procedures in place related to travel costs; however, for reimbursement on a mileage basis, this Federal grant award cannot be charged more than the maximum allowable mileage reimbursement rates for Federal employees. Mileage rates must be checked annually at GSA's [Privately Owned Vehicle \(POV\) Mileage Reimbursement Rates webpage](#) to ensure compliance.

#### D(9.) Conferences and Conference Space

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

#### D(10.) Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, the recipient must ensure that all space for conferences and 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](#) to see if a property is in compliance, or to find other information about the Act.

### **Part E: Reporting, Audit, and Closeout**

#### E(1.) Reports – Financial Reports

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

- 1) **Financial Reports.** All ETA award recipients are required to report financial data on the ETA-9130 Financial Report. ETA-9130 reports are due no later than 45 calendar days after the end of each specified reporting quarter. Reporting quarter end dates are March 31, June 30, September 30, and December 31. A final

financial report must be submitted no later than 120 calendar days after the quarter encompassing the award end date ends, or 120 calendar days after the completion of the quarter in which all funds have been expended, whichever comes first. For additional guidance on ETA's financial reporting, reference [ETA-9130 Financial Reporting Resources](#).

The instructions for accessing both the online financial reporting system and the HHS PMS can be found in the transmittal memo accompanying this NOA.

## E(2.) Reports – Narrative Progress Reports

- 1) **Narrative Progress Reports.** Award recipients are required to submit quarterly and final narrative reports 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 March 31, June 30, September 30, and December 31.
  - a) The last quarterly progress report that award recipients submit will serve as the grant's Final Performance Report. This report should provide both *quarterly and cumulative* information on the award's activities. It must summarize project activities, employment outcomes and other deliverables, and related results of the project.
  - b) The award 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.
  - c) The award recipient shall utilize standard reporting processes and electronic reporting systems to submit their quarterly progress reports as provided by ETA.

## E(3.) Federal Funding Accountability and Transparency Act (FFATA or Transparency Act)

Applicable to grants and cooperative agreements:

- 1) Reporting of first-tier subawards.
  - a) *Applicability.* Unless the award recipient is exempt as provided in paragraph [4.] of this award term, the award recipient must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph [5.] of this award term).
  - b) *Where and when to report.*
    - I. The Federal entity or Federal agency must report each obligating action described in paragraph [1.a.] of this award term to [FSRS.gov](#).
    - II. For subaward information, the recipient must 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.* The award recipient must report the information about each obligating action that the submission instructions posted at [FSRS.gov](http://FSRS.gov) specify.

2) Exemptions.

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

- a) Subawards; and
- b) The total compensation of the five most highly compensated executives of any subrecipient.

3) Definitions.

For purposes of this award term:

- a) *Federal Agency* means a Federal agency as defined in 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

- b) *Non-Federal Entity* means all of the following, as defined in 2 CFR part 25:

- I. A Governmental organization, which is a State, local government, or Indian tribe;
- II. A foreign public entity;
- III. A domestic or foreign nonprofit organization; and
- IV. A domestic or foreign for-profit organization.

- c) *Executive* means officers, managing partners, or any other employees in management positions.

- d) *Subaward*:

- I. This term is used as a legal instrument to provide support for the performance of any portion of the substantive project or program for which the grant recipient received this award and that the grant recipient as the recipient award to an eligible subrecipient.
- II. The term does not include the award recipient's payment to a contractor, as defined in 2 CFR 200.331, for property and services needed to carry out the project or program.
- III. A subaward may be provided through any legal agreement, including an agreement that the grant recipient or a subrecipient considers a contract.

- e) *Subrecipient* means a non-Federal entity or Federal agency that:

- I. Receives a subaward from the award recipient under this award; and
- II. Is accountable to the grant recipient for the use of the Federal funds provided by the subaward.

- f) *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)):

- I. *Salary and bonus.*
- II. *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.

- III. *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.
- IV. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
- V. *Above-market earnings on deferred compensation which is not tax-qualified.*
- VI. 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.

E(4.) Integrity and Performance Matters – FAPIIS

- 1) If the total value of the currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the award recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in Paragraph 2 of this award term and condition. This is a statutory requirement under Section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by Section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.
- 2) Proceedings about which the award recipient must report. Submit the information required about each proceeding that:
  - a) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
  - b) Reached its final disposition during the most recent 5-year period; and
  - c) Is one of the following:
    - I. A criminal proceeding that resulted in a conviction, as defined in Paragraph 5. of this award term;
    - II. A civil proceeding that resulted in a finding of fault and liability and paying a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
    - III. An administrative proceeding, as defined in Paragraph 5. of this award term, that resulted in a finding of fault and liability and grant recipient 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 2.c.I, II, or III of this award term;
  - b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the grant recipient's 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 FAPIIS information that SAM requires about each proceeding described in Paragraph 2 of this award term. The award recipient does not need to submit the information a second time under assistance awards that were received if the recipient already provided the information through SAM (formerly CCR) because the recipient was required to do so under Federal procurement contracts that the recipient was awarded.
- 4) Reporting frequency. During any period of time when the award recipient is subject to the requirement in Paragraph 1 of this award term, the award recipient must report FAPIIS information through SAM no less frequently than semiannually following the initial report of any proceedings for the most recent 5-year period, either to report new information about any proceeding(s) that the award recipient has not reported previously or to affirm that there is no new information to report.
- 5) Definitions. For purposes of this award term:
  - a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., SEC 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.
  - b. 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.
  - c. 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(5.) Audits

Organization-wide or program-specific audits must be performed in accordance with Subpart F, the Audit Requirements of the Uniform Guidance. DOL award recipients that expend \$750,000 or more in a year from any Federal awards must have an audit conducted for that year in accordance with the requirements contained in 2 CFR 200.501. OMB's approved DOL exception at 2 CFR 2900.2 expands the definition of 'non-Federal entity' to include for-profit entities and foreign entities. As such, for-profit and foreign entities that are recipients/subrecipients of a DOL award must adhere to the Uniform Guidance at 2 CFR 200, including Subpart F. Audits of direct award recipients that are for-profit and foreign entities must be submitted directly to: USDOL ETA-OGM, Attn: Audit Resolution, 200 Constitution Ave NW, Room N-4716, Washington, DC 20210. All other audit reports are submitted through the Federal Audit Clearinghouse.

The Federal Audit Clearinghouse (FAC) will transition from the U.S. Census Bureau (Census) to the U.S. General Services Administration (GSA) on October 1, 2023. At that time, all submissions will need to be made through the new FAC hosted by GSA. Any draft not fully submitted to the Census FAC by October 1, 2023 may need to be completely re-started at the new GSA FAC.

#### E(6.) Audit Submission Deadline Extension Related to Major Disaster Areas

OMB announced on the FAC website that a six-month single audit submission extension is available to non-federal entity recipients in Puerto Rico, Alaska, Florida, South Carolina, and North Carolina that have due dates between September 18, 2022, and December 31, 2022. Although the extension is due to complications created by various weather-related events, the extension is available to all recipients in each of the states and not just those located in certain areas of the states most significantly impacted. OMB encourages recipients in less affected areas to submit their reports as soon as possible.

#### E(7.) Closeout/Final Year Requirements

At the end of the grant period, the award recipient will be required to close the grant with the DOL. The grant award and cooperative agreement recipient will be notified approximately 15 days prior to the end of the period of performance that the closeout process will begin when the period of performance ends. See ETA's Grant Closeout webpage for further information on the closeout process. The recipient's responsibilities at closeout may be found at 2 CFR 200.344. During the closeout process, the award recipient must be able to provide documentation for all direct and indirect costs that are incurred. For instance, if an organization is claiming indirect costs, the required documentation is a NICRA or CAP issued by the award recipient's FCA. For those approved to utilize a de minimis rate for indirect costs, the grant agreement or cooperative agreement is sufficient documentation. Not having documentation for direct or indirect costs will result in costs being disallowed and subject to debt collection.



The only liquidation that can occur during closeout is the liquidation of accrued expenditures (NOT obligations) for goods and/or services received during the period of performance specified in this award (see 2 CFR 2900.15).

## **Part F: National Policy and Restrictions**

### **F(1.) 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 the U.S. General Services Administration (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.

### **F(2.) Domestic Preferences for Procurements**

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of 2 CFR 200.322 must be included in all subawards including all contracts and purchase orders for work or products under this award.

### **F(3.) Drug-Free Workplace**

The Drug-Free Workplace Act of 1988, 41 U.S.C. 702 *et seq.*, and 2 CFR 182 require that all award recipients receiving awards from any Federal agency maintain a drug-free workplace. The award 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(4.) 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 communities in the United States identified as flood-prone, 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 the DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by Federal Emergency Management Agency (FEMA).

### **F(5.) 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:

the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and any rights of copyright to which the award 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 DOL 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 by selling products developed with grant funds, including intellectual property, these revenues are considered as program income. Program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307.

The following language must be on all workforce 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 (DOL)’s Employment and Training Administration. The product was created by the recipient and does not necessarily reflect the official position of DOL. DOL 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.”**

F(6.) Promoting Equitable Delivery of Government Benefits and Equal Opportunity

The Department of Labor (Labor) seeks to affirmatively advance equity, civil rights and equal opportunity in the policies, programs, and services it provides. Therefore, consistent with Executive Order 13985, *Advancing Racial Equity and Support for Underserved Communities Through the Federal Government*, grant award and cooperative agreement recipients must execute the terms and conditions of their award in a manner that advances equity for all, including people of color and others who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality. This extends to all award activities including, but not limited to, service delivery, selection of subrecipients and contractors, and procurement of goods and services. Government programs are designed to serve all eligible individuals. As an expectation, Labor’s award recipients should make the goods and services they provide widely available with the goal of effectively serving a diverse population of eligible individuals; fairly, justly, and impartially in administering the grant award. Award recipients are encouraged to engage in contracting and subcontracting for goods and



services related to performing the terms and conditions of their grants in such a way to achieve equity.

The term “equity” means the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.

The term “underserved communities” refers to populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life, as exemplified by the list in the preceding definition of “equity.”

F(7.) Personally Identifiable Information

The award recipient(s) 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. Award recipients must meet the requirements in [TEGL No. 39-11, Guidance on the Handling and Protection of PII](#).

F(8.) Publicity and Lobbying/Advocacy

Publicity - Pursuant to P.L. 117-328, Division H, Title V, Section 503, the award recipient is not authorized to use any funds provided under this award—other than for normal and recognized executive–legislative relationships—for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video 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.

Lobbying/Advocacy - Pursuant to P.L. 117-328, Division H, Title V, Section 503, no federal funds may be used to pay the salary or expenses of any grant 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 or legislative 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.

#### F(9.) Telecommunications Prohibition

Award recipients must adhere to 2 CFR 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (effective August 13, 2020).

Grant award and cooperative agreement recipients, and subrecipients are prohibited from obligating or expending loan or grant funds to:

Procure or obtain;

Extend or renew a contract to procure or obtain; or

Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Including telecommunications or video surveillance services provided by such entities or using such equipment and telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232 (section 889) and 2 CFR 200.471 for additional information.

#### F(10.) Veterans' Priority Provisions

The Jobs for Veterans Act (Public Law 107-288) requires award recipients to provide priority 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 the DOL. The regulations implementing this priority of service can be found at 20 CFR Part 1010. In circumstances where an award 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 award 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. Award recipients must comply with the DOL guidance on veterans' priority. ETA's 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.

F(11.) Waste, Fraud and Abuse

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.

F(12.) Whistleblower Protection

All employees working for contractors, grantees/ grant recipients, subcontractors, subgrantees/ subrecipients, and recipients of cooperative agreements working on this Federal award are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712. The award recipient shall inform its employees and applicable contractors and subrecipients, in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The award recipient shall insert the substance of this clause in all subawards and contracts over the Simplified Acquisition Threshold.

F(13.) Executive Order 12928 – Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities

Pursuant to Executive Order (EO) 12928, the award 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.

F(14.) Executive Order 13043 - Increasing Seat Belt Use

Pursuant to EO 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the award 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.

F(15.) Executive Order 13166 - Improving Access to Services for Persons with Limited English Proficiency

As clarified by EO 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, award 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](#), 68 FR 32289 (May 29, 2003). Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Award 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 [LEP.gov](#).

F(16.) Executive Order 13513 - Federal Leadership On Reducing Text Messaging While Driving

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

F(17.) Public Law: The Build America, Buy America Act (BABAA)

The Build America, Buy America Act ("BABAA") was enacted on November 12, 2021 as part of the Infrastructure Investment and Jobs Act (IIJA), Public Law 117-58. With the passage of the IIJA, federal financial assistance projects for infrastructure must comply with domestic content procurement preference requirements established in BABAA Section 70914. These requirements went into effect May 14, 2022. The Buy America preference requires all iron, steel, manufactured products, and construction materials used for infrastructure projects in the United States under an award to be domestically manufactured. Covered activities include the construction, alteration, maintenance, or repair of public infrastructure, including buildings and real property (See OMB Memorandum M-22-11).

F(18.) Salary and Bonus Limitations

Pursuant to P.L. 117-328, Division H, Title I, Section 105, award recipients and subrecipients shall not use funds to pay the salary and bonuses of an individual, either as direct costs or as indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the [OPM.gov](#) website. The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.331. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including DOL programs. See [TEGL 5-06](#) for further clarification.



#### F(19.) Harassment Prohibited

The grant recipient and any subrecipients are prohibited from engaging in harassment of an individual based on race, color, religion, sex, national origin, age, disability, or political affiliation or belief, or, for beneficiaries, applicants, and participants only, based on citizenship status or participation in any WIOA Title I-financially assisted program or activity. Harassing conduct of this type is a violation of the nondiscrimination provisions of WIOA and of 29 CFR Part 38.

- i. Unwelcome sexual advances, requests for sexual favors, or offensive remarks about a person's race, color, religion, sex, national origin, age, disability, political affiliation or belief, or citizenship or participation, and other unwelcome verbal or physical conduct based on one or more of these protected categories constitutes unlawful harassment on that basis(es) when:
- ii. Submission to such conduct is made either explicitly or implicitly a term or condition of accessing the aid, benefit, service, or training of, or employment in the administration of or in connection with, any WIOA title I-financially assisted program or activity; or
- iii. Submission to, or rejection of, such conduct by an individual is used as the basis for limiting that individual's access to any aid, benefit, service, training, or employment from, or employment in the administration of or in connection with, any WIOA Title I-financially assisted program or activity; or
- iv. Such conduct has the purpose or effect of unreasonably interfering with an individual's participation in a WIOA Title I-financially assisted program or activity creating an intimidating, hostile or offensive program environment.
- v. Harassment because of sex includes harassment based on gender identity or sexual orientation; harassment based on failure to comport with sex stereotypes; and harassment based on pregnancy, childbirth, and related medical conditions. Sex-based harassment may include harassment that is not sexual in nature but that is because of sex or where one sex is targeted for the harassment.

#### F(20.) Intellectual Property, Open Licensing Rights, and the Bayh-Dole Act

As required at 2 CFR 2900.13, any intellectual property developed under a discretionary Federal award process must be licensed under an open license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and attribute the work in the manner specified by the recipient.

All small business firms, and non-profit organizations (as defined in the link below, and including Institutions of Higher Education) must adhere to the Bayh-Dole Act, which requirements are provided at 37 CFR 401.3(a) and at [Bayh-Dole Act Required ETA Grant Term](#). 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 award. These requirements are in addition to those found in the Intellectual Property Rights term above.

## F(21.) Procurement

The Procurement Standards found in the Uniform Guidance at 2 CFR 200.318-327 require all award recipients and subrecipients to conduct procurement transactions in a manner that promote practical, open, and free competition. The award recipient's description in the SOW of a specific entity that will provide goods or services does not constitute approval or justification of sole-source procurement from this entity.

The Uniform Guidance (at 2 CFR 200.317) requires States (as defined in 2 CFR 200.1) to follow the same procurement policies and procedures it uses for non-Federal funds. The State must comply with 2 CFR 200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by 2 CFR 200.327.

## **Part G: National Prohibitions and Other Restrictions**

### G(1.) Contracting with Corporations with Felony Criminal Convictions Prohibited

The award 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.

### G(2.) Contracting with Corporations with Unpaid Tax Liabilities Prohibited

The award 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.

### G(3.) Trafficking in Persons Prohibited

1) This part establishes a government-wide award term for grants and cooperative agreements to implement the requirement in regard to Trafficking in persons.

a) *Provisions applicable to a recipient that is a private entity.*

I. The award recipient, the award recipient's employees, subrecipients under this award, and subrecipients' employees may not—

(A). Engage in severe forms of trafficking in persons during the period of time that the grant award is in effect; or

(B). Procure a commercial sex act during the period of time that the award is in effect; or

(C). Use forced labor in the performance of the award or subawards under the award.

II. DOL as the Federal awarding agency may unilaterally terminate this award, without penalty, if the award recipient or a subrecipient that is a private entity —

- (A). Is determined to have violated a prohibition in paragraph a) I. of this award term; or
  - (B). Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a) I. of this award term through conduct that is either—
    - i. Associated with performance under this award; or
    - ii. 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 2 CFR Part 2998.
- b. *Provision applicable to a recipient other than a private entity.* DOL as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
  - I. Is determined to have violated an applicable prohibition in paragraph a(I) of this grant award term; or
  - II. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a(I) of this grant award term through conduct that is either—
    - (A). Associated with performance under this award; or
    - (B). 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.
- c. *Provisions applicable to any recipient.*
  - I. The award recipient must inform DOL immediately of any information the award recipient receives from any source alleging a violation of a prohibition in paragraph a.1 of this grant award term.
  - II. DOL’s right to terminate unilaterally that is described in paragraph a.II or b of this section:
    - (A). Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - (B). Is in addition to all other remedies for noncompliance that are available to DOL under this grant award.
  - III. The award recipient must include the requirements of paragraph a) I. of this award term in any subaward the award recipient make to a private entity.
- d. *Definitions.* For purposes of this award term:
  - I. “Employee” means either:

- (A). An individual employed by the grant award recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
  - (B). Another person engaged in the performance of the project or program under this grant award and not compensated by the grant recipient 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.
- II. “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.
- III. “Private entity”:
- (A). 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.
  - (B). Includes:
    - i. 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).
    - ii. A for-profit organization.
- IV. “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).

#### G(4.) Health Benefits Coverage for Contraceptives

Federal funds may not be used to enter in to or renew a contract which includes a provision for prescription drug coverage unless the contract also includes a provision for contraceptive coverage. This requirement does not apply to contracts with 1) the religious plans Personal Care’s HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals’ religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

#### G(5.) Health Benefits Coverage for Abortions Restricted

Pursuant to P.L. 117-328, Division H, Title V, Section 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the pregnancy is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering



physical condition caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an 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 grant 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.

G(6.) Fair Labor Standards Act Amendment for Major Disasters

Pursuant to P.L. 117-328, Division H, Title I, Section 108, the Fair Labor Standards Act of 1938 (FLSA) will apply as if the following language was added to Section 7 (the Maximum Hours Worked Section). This language specifically relates to occurrences of a major disaster (as declared or designated by the state or federal government) and are applied for a period of two years afterwards. The language is as follows:

“(s)(1) The provisions of this section [maximum hours worked] shall not apply for a period of 2 years after the occurrence of a major disaster to any employee—

- (B) employed to adjust or evaluate claims resulting from or relating to such major disaster, by an employer not engaged, directly or through an affiliate, in underwriting, selling, or marketing property, casualty, or liability insurance policies or contracts;
- (C) who receives from such employer on average weekly compensation of not less than \$591.00 per week or any minimum weekly amount established by the Secretary, whichever is greater, for the number of weeks such employee is engaged in any of the activities described in subparagraph (C); and (C) whose duties include any of the following:
  - (i) interviewing insured individuals, individuals who suffered injuries or other damages or losses arising from or relating to a disaster, witnesses, or physicians;
  - (ii) inspecting property damage or reviewing factual information to prepare damage estimates;
  - (iii) evaluating and making recommendations regarding coverage or compensability of claims or determining liability or value aspects of claims;
  - (iv) negotiating settlements; or
  - (v) making recommendations regarding litigation.

(2) The exemption in this subsection shall not affect the exemption provided by section 13(a)(1) [of the FLSA].

(3) For purposes of this subsection—

- (A) the term ‘major disaster’ means any disaster or catastrophe declared or designated by any State or Federal agency or department;
- (B) the term ‘employee employed to adjust or evaluate claims resulting from or relating to such major disaster’ means an individual who timely secured or secures a license required by applicable law to engage in and perform the activities described in clauses (i) through (v) of paragraph

- (1)(C) relating to a major disaster, and is employed by an employer that maintains worker compensation insurance coverage or protection for its employees, if required by applicable law, and withholds applicable Federal, State, and local income and payroll taxes from the wages, salaries and any benefits of such employees; and
- (C) the term ‘affiliate’ means a company that, by reason of ownership or control of 25% or more of the outstanding shares of any class of voting securities of one or more companies, directly or indirectly, controls, is controlled by, or is under common control with, another company.”

G(7.) Blocking Pornography Required

Pursuant to P.L. 117-328, Division H, Title V, Section 520, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

G(8.) Privacy Act

No funds can be used in contravention of 5 U.S.C. 552a (the Privacy Act) or regulations implementing the Privacy Act.

G(9.) Procuring Goods Obtained Through Child Labor Prohibited

Pursuant to P.L. 117-328, Division H, Title I, Section 103, no Federal 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 the DOL prior to December 29, 2022. DOL has identified these goods and services at ILAB’s [List of Products Produced by Forced or Indentured Child Labor](#) webpage.

G(10.) Promotion of Drug Legalization Restricted

Pursuant to P.L. 117-328, 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 and recognized executive-congressional communications or where there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

G(11.) Public Communications – Certain Information Requirement

Pursuant to P.L. 117-328, 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 non-Federal entities 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 term are separate from those in 2 CFR Part 200 and, when applicable, both must be complied with.

G(12.) Purchase of Sterile Needles or Syringes Restricted

Pursuant to P.L. 117-328, Division H, Title V, Section 526, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug. This limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with State and local law.

G(13.) Restrictions Against the Creation or Research of Embryos

Pursuant to P.L. 117-328, Division H, Title V, Section 508, no Federal funds shall be used for (1) the creation of a human embryo or embryos for research purposes; or (2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)). For purposes of this section, the term “human embryo or embryos” includes any organism, not protected as a human subjected under 45 CFR 46 as of December 29, 2022, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

## **Part H: Attachments**

- H(1.) [Attachment A: SF-424](#)
- H(2.) [Attachment B: SF-424A](#)
- H(3.) [Attachment C: Budget Narrative](#)
- H(4.) [Attachment D: Statement of Work](#)
- H(5.) [Attachment E: Payment Management System Access Letter](#)

## **Attachment A: SF-424**

### Application for Federal Assistance SF-424

\* 1. Type of Submission:

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

\* 2. Type of Application:

- ☒ New  
☐ Continuation  
☐ Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify):

\* 3. Date Received:

04/02/2024

4. Applicant Identifier:

County of Santa Barbara

5a. Federal Entity Identifier:

95-6002833

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

\* a. Legal Name:

County of Santa Barbara

\* b. Employer/Taxpayer Identification Number (EIN/TIN):

95-60002833

\* c. UEI:

J5CADE2EQVS1

d. Address:

\* Street1:

234 Camino del Remedio

Street2:

\* City:

Santa Barbara

County/Parish:

\* State:

CA: California

Province:

\* Country:

USA: UNITED STATES

\* Zip / Postal Code:

93110-1342

e. Organizational Unit:

Department Name:

Workforce Development Board

Division Name:

Department of Social Services

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

\* First Name:

Luis

Middle Name:

F

\* Last Name:

Servin

Suffix:

Title:

Executive Director

Organizational Affiliation:

Workforce Development Board

\* Telephone Number:

805-614-1543

Fax Number:

805-681-4403

\* Email:

lservin@countyofsb.org

## Application for Federal Assistance SF-424

### \* 9. Type of Applicant 1: Select Applicant Type:

B: County 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:

17.270

CFDA Title:

Reentry Employment Opportunities

### \* 12. Funding Opportunity Number:

FOA-ETA-24-06

\* Title:

Growth Opportunities - Rounds 4 and 5

### 13. Competition Identification Number:

FOA-ETA-24-06

Title:

Growth Opportunities - Rounds 4 and 5

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

Add Attachment

Delete Attachment

View Attachment

### \* 15. Descriptive Title of Applicant's Project:

Santa Barbara County Workforce Development Board Growth Opportunities: Leaning Forward/Inclinado Adelante

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**

\* a. Applicant

CA-024

\* b. Program/Project

CA-024

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

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date:

07/01/2024

\* b. End Date:

12/31/2027

**18. Estimated Funding (\$):**

* a. Federal	2,000,000.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	2,000,000.00

**\* 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 18, Section 1001)

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:

Mr.

\* First Name:

Luis

Middle Name:

F

\* Last Name:

Servin

Suffix:

\* Title:

Executive Director

\* Telephone Number:

805-614-1543

Fax Number:

805-681-4403

\* Email:

lservin@countyofsb.org

\* Signature of Authorized Representative:

Julia Smedley

\* Date Signed:

04/02/2024

## **Attachment B: SF-424A**



**BUDGET INFORMATION - Non-Construction Programs**

**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. Reentry Employment Opportunities-Growth Opportunities	17.27	\$	\$	\$ 2,000,000.00	\$	\$ 2,000,000.00
2.						
3.						
4.						
5. Totals		\$	\$	\$ 2,000,000.00	\$	\$ 2,000,000.00

# SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	Reentry Employment Opportunities-Growth Opportunities				
a. Personnel	\$ 364,624.94	\$	\$	\$	364,624.94
b. Fringe Benefits	226,657.53				226,657.53
c. Travel	0.00				0.00
d. Equipment	0.00				0.00
e. Supplies	0.00				0.00
f. Contractual	1,408,717.53				1,408,717.53
g. Construction	0.00				0.00
h. Other	0.00				0.00
i. Total Direct Charges (sum of 6a-6h)	2,000,000.00			\$	2,000,000.00
j. Indirect Charges	0.00			\$	0.00
k. TOTALS (sum of 6i and 6j)	\$ 2,000,000.00	\$	\$	\$	2,000,000.00
7. Program Income	\$	\$	\$	\$	0.00

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SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. Reentry Employment Opportunities-Growth Opportunities	\$	\$	\$	\$	
9.					
10.					
11.					
12. TOTAL (sum of lines 8-11)	\$	\$	\$	\$	

  

SECTION D - FORECASTED CASH NEEDS				
Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal \$ 595,786.44	\$ 148,946.64	\$ 148,946.60	\$ 148,946.60	\$ 148,946.60
14. Non-Federal \$				
15. TOTAL (sum of lines 13 and 14) \$ 595,786.44	\$ 148,946.64	\$ 148,946.60	\$ 148,946.60	\$ 148,946.60

  

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. Reentry Employment Opportunities-Growth Opportunities	\$ 351,053.39	\$ 351,053.39	\$ 351,053.39	\$ 351,053.39
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	\$ 351,053.39	\$ 351,053.39	\$ 351,053.39	\$ 351,053.39

  

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges:	22. Indirect Charges:
23. Remarks:	

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## **Attachment C: Budget Narrative**

# LEANING FORWARD / INCLINANDO HACIA ADELANTE

## Budget Narrative

Santa Barbara County Workforce Development Board

Grant Amount: \$2,000,000.00

### **Budget Narrative: 42 Months**

#### **A. Personnel: \$ 364,324.92**

Position	Annual Salary	% of Time Devoted to Grant	Yearly Salary Funded by Grant
Project Director	\$104,092.834	100%	\$104,092.834

#### **Role and Responsibilities:**

Project Director will act as the lead agency (Santa Barbara County Workforce Development Board) point of contact. The responsibilities will include the implementation and coordination of the LF/IHA. This includes contract negotiations and management and coordinating all service providers. The contractor is responsible for delivering services to project participants. Additionally, this staff is responsible for analyzing labor market information, targeted industries, occupations, training opportunities, sector strategies, and hiring needs in order to provide relevant sources of data to project sub recipients and contractors. This staff is also responsible for collecting, tracking, and reporting participant data and ensuring project goals and objectives are met.

#### **B. Fringe Benefits: \$ 226,657.53**

Position	Annual Benefits	% of Time Devoted to Grant	Yearly Benefits Funded by Grant
Project Director	\$ 64,759.29	100%	\$ 64,759.29
<b>Benefit Funded by Grant</b>		<b>Benefit %</b>	<b>Annual</b>
Retirement: Employer Contribution, Supp Ret Contrb, Retiree Med OPEB		49%	\$ 31,732.05
FICA: Social Security and Medicare Withholding		10%	\$ 6,475.92
Insurance Contributions: Health, Life, Accidental Death, Long-Term		35%	\$ 22,665.75
Worker's Compensation		6%	\$ 3,885.57
Total Benefits		100%	\$ 64,759.29

Amounts and percentages that comprise fringe benefit costs such as health insurance, FICA, retirement, social security, life insurance, disability etc.

**C. Contractual: \$ 1,408,707.53**

**Name of Partner: CommUnify**

<b><u>Line Item</u></b>	<b><u>Expense</u></b>	<b><u>Purpose/Activity to be provided</u></b>
Personnel	\$603,736.75	Program staff to oversee program implementation and provide direct services to youth.
Fringe Benefits	\$184,139.71	Amounts and percentages that comprise fringe benefit costs such as health insurance, FICA, retirement, etc.
Travel	\$12400.00	The cost for travel to account for departments and agency meetings, trainings (in and out of state), community case management/mentoring visits and off-site college and career workshops.
Supplies	\$17,505.24	The cost of needed supplies to adequately provide services.
Contractual	\$349,644.00	A signed contract with FCCC to act as the "employer of record" youth placed in paid work experiences
Other	\$91180.00	Items categorized as other include specified program and client expenses.
Total Direct Charges	\$1,271,405.70	
Indirect Charges	\$137,311.82	
Totals	\$1,408,717.53	

**Personnel: \$596,615.12**

Position	Annual Salary	% of Time Devoted to Grant	Yearly Salary Funded by Grant (Average across 42 months)
Program Manager	\$67,000.00	100%	\$58,415.13
Case Manager	\$47840.00	100%	\$40,888.53
Case Manager	\$47840.00	100%	\$40,888.53
Data Specialist	\$14040.00	25%	\$14322.67

**Roles and Responsibilities:**

**Program Manager:** Oversees program implementation and ensures effective coordination, training and support is provided to program staff. The program manager is expected to monitor program activities, address challenges, and develop program partnerships, including but not limited to referral and work sites.

**Case Manager(s):** Provide participants with job preparation skills, including adaptability, critical thinking skills, time management, leadership skills and problem-solving skills. Additionally, case managers will serve as mentors for participants through all processes needed for employment placement.

**Data Entry Specialist:** Supports with data collection, analysis, and reporting to information strategic decision making. This position will also provide technical assistance to staff in utilizing data systems.

**Fringe: \$184,139.71**

Benefits	%	Allocation
FICA, State Disability, Unemployment (FUTA), Worker's Compensation, State Unemployment Insurance (SUI)	45%	\$82,862.86
Health/Dental/Life	46%	\$84,704.26
Retirement	8%	\$14,731.17
Other Fringe/Employee Assistance	1%	\$1841.39

**Travel: \$23,395.32**

Line items	Purpose/Activity to be Provided
Travel	<p><b>Local Mileage:</b> Program staff for travel relating to program duties, including outreach, networking, case management, visitation, and countywide meetings/trainings. Years 1-3 are calculated @ 4 staff with a reimbursement rate of .670 estimating 1791/mileage for each year. An average of 447/miles per staff per year. Year 4 is calculated @4 staff throughout a duration of 6 months. Reimbursement rate of .670 estimated 895/miles, averaging 223/miles per staff.</p> <p><b>Out of Town Travel:</b> Costs of travel for conferences out of the county and out of the state for training purposes. Travel reimbursement must meet federally approved per diem rates.</p> <p>Year 1: Estimated expense for grantor training including lodging and meals @2/staff * 4 nights = \$1000.00, Flight estimated at 397 *2/staff =794. Estimated expense for out-of-town travel for 3/staff *6/nights =995. Total estimated mileage for out-of-town travel is \$211.</p> <p>Year 2/3: Up to 2 out of county travel trips for up to 3 staff, estimating lodging +meal incidentals =\$1992, misc. mileage for out-of-town travel = \$208.00</p> <p>Year 4: Up to one out of county trip for up to 3 staff, lodging + meal incidentals =495, misc. mileage for out of town travel =302.00</p>

**Supplies: \$17,505.24**

Line items	Purpose/Activity to be Provided
General Office Supplies	<p>Year 1: General office supplies include paper, pens, toner, curriculum supplies, label maker, office trash cans, file folders, labels, highlighters, notepads, sticky notes, lockable portable file case =<b>\$2500.00</b>.</p> <p>Year 2/3: General office Supplies include but are not limited to file folders, storage boxes, office cleaning supplies, paper, pens, labels = <b>1250.00</b></p> <p>Year 4: Misc Office supplies: paper, pens, file boxes, file folders =<b>505.24</b></p>
Technology	<p>Year 1: 4 new surface pros - 2200 X 4 =8800, Docking Stations - 250 x 4= 1000.00, Monitors - 160 x 4 = 640.00, Misc Equipment (mouse, keyboard) 100 *4 = 400.00, Printer 200*2 = 400.00, Shredder \$260.00, Estimated Mis Taxes + feed on purchases = 500.00. 12000.00</p> <p>Year 2 /3: Misc repairs or expenditures on necessary equipment, mouse, keyboard replacement = 400.00</p> <p>Year 4: 0.00 expenditures</p>

**Contractual-Paid Work Experience: \$349,644.00**

Number of students	75
Hourly Rate	\$16.00

Total Hours Per Student	200
Wages	240,000.00
Total Taxes (Includes Workers Compensation)	48,000.00
Total Wages & Taxes	288,000.00
18.8% Indirect Rate	54144.00
\$100 Onboarding Fee	7500.00
Program Total	349,644.00

**Other: \$80,184.68**

Line item	Purpose/Activity to be Provided
Program Expenses	<p>Insurance: 1200.00 over the course of 42 months  Communication: 4 Staff: \$50/month over the course of 42 months = 8400.00  Space Rent: 26730.00 over the course of 42 months an average of 636.42 a month  Recruitment: 600.00 to cover the cost of recruitment and background checks for 4 staff.  Software:8600.00  Year 1-2Elogic = 1,000.00 data base improvements, Positive Action App = 1200.00 (3 users),Adobe - 170*4 staff = 680, Misc subscriptions = 120  Year 3-4  Positive Action App = 1200, Misc subscriptions = 100</p>
Client Expenses	<p>Assessments: \$1854.68    Personality career assessments 5*153 = <b>765.00</b>  Assessment/curriculum: Starter Kit(s) - <b>630.68</b>  3.00 per assessment /153 = <b>\$1059</b>    Incentives: \$16,000.00    Flex incentives 50 gift card at post assessment for conflict resolution = 50*153 = 7650  Raffle items for workshops -50*100 = 5000.00  Water/snacks - 3350.00    Supportive Services: \$16,000.00 \$16,000.00  Educational supplies, calculators, tablet, notebooks, books, backpack- 6000.00  Employment: Clothing, shoes, transportation. misc expenses - 10,000    Education Materials &amp; Printing costs: \$800.00  outreach printed materials including flyers and/or rack cards = \$800.00    Youth Transportation: \$10,995.32  Years 1-3 @ minimum 1 college bound trip via rented bus = average 2000.00 =\$8000.00  local client transportation to field trips, jobs and or appointments geared towards their education - \$2995.32.</p>



## **Attachment D: Statement of Work**

### **3. NARRATIVE**

#### **A. STATEMENT OF NEED**

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**Introduction:** As a Direct Applicant, with the proposed project the Santa Barbara County Workforce Development Board (SBCWDB) seeks to serve 153 youth aged 15-18 who currently reside in, or will return post-incarceration to one of two target areas located in northern Santa Barbara County, California. Eligible youth will also either be currently justice-involved and/or have been expelled from school. Working in partnership with CommUnify—a CBO that provides successful violence prevention, character development programming and mentorship for at-risk youth in the region—SBCWDB seeks to provide growth opportunities for youth that will help them create a durable pathway out of poverty toward a positive future for themselves and their families.

Despite its reputation as a wealthy enclave, Santa Barbara County currently has the second highest California Poverty Measure (16.9%) in the state according to the Public Policy Institute of California (PPIC, 2023) second only to Yolo County. Using U.S. Census poverty data as a starting point, the California Poverty Measure takes into consideration the cost of living, expenses such as housing, medical and child care, and access to safety net benefits. Countywide, the gap between high and low-income families is among the highest in the nation with the bottom 20% earning \$13,700, and those in the top 5% earning \$478,000. With agriculture as the leading industry in the county—particularly in the identified target areas—low agricultural wages coupled with high housing costs contribute to areas of deep and persistent poverty.

**Regional Imbalance of Resources:** While public sector entities in Santa Barbara County as a whole strive for equity in meeting the needs of communities across the county, significant

imbalances in available resources exist across the region. For example, a large majority of community-based organizations (CBOs) in Santa Barbara County are based in and serve communities in the southern part of the county, as compared to the mid- and north-county communities; south county CBOs hold combined assets of \$21B, more than five times higher than the combined assets of \$4B held by mid- and north-county based CBOs (*Source: State of Nonprofits in Santa Barbara County, Santa Barbara Foundation, 2022-23*). An opportunity exists to fill a gap in critical supports for youth in vulnerable mid-and north-county communities with resources secured through the Growth Opportunities grant and other sources. SBCWDB typically provides services throughout the county, however, given the extreme need demonstrated in north-county communities, SBCWDB has intentionally selected target areas in these high-need communities to receive the proposed program.

**Target Areas:** SBCWDB, in partnership with CommUnify—a long-standing CBO that operates countywide—has selected two high-poverty, high-crime areas located in mid and northern Santa Barbara County in which to deliver direct services. These target areas are located in relatively isolated, largely agricultural communities where rates of homicides per capita are higher than many large metropolitan areas, yet few resources exist to help at-risk youth avoid community violence and create a healthy self-sufficient future for themselves and their families.

**Lompoc Target Area:** Comprised of five contiguous Census Tracts, this target area is located in downtown Lompoc, California and has a population of 19,700, representing 45.1% of the City of Lompoc’s total population of 43,736. Residents in the target area experience low educational outcomes; 9.4% hold a B.A. or higher, as compared to the county (37.1%) and the state (35.9%). The target area population has a high percentage of residents under age 18 at 37.3%, as compared to the county (21.9%) and state (21.8%). Further, a high percentage of residents in the

target area have demographic characteristics that indicate greater need for services but with limited access to those services. Of residents in the target area, 33.3% identify as foreign-born, as compared to the county at 21.1%; 87.3% of residents in the target area identify as Hispanic, as compared to the county at 47.5%; and 10.1% of residents in the target area identify as agricultural workers, as compared to the county at 6.2%.<sup>1</sup>

***Santa Maria Target Area:*** Comprised of six contiguous Census Tracts, this target area is located in northern downtown Santa Maria, California and has a population of 22,467 representing 20.4% of the City of Santa Maria's total population of 110,125. Residents in the target area experience low educational outcomes (5.8% hold a B.A. or higher, as compared to 37.1% for the county and 35.9% for the state) and the population has a high percentage under age 18 at 39.4%, as compared to the county (21.9%) and the state (21.8%). Similar to the Lompoc target area, a high percentage of residents in the Santa Maria target area have demographic characteristics that typically indicate greater need for services and limited access to those services. In the target area, 40.2% of residents identify as foreign-born, as compared to the county at 21.1%; 90% of residents in the target area identify as Hispanic, as compared to the county at 47.5%; and 46% of residents in the target area identify as agricultural workers, as compared to the county at 6.2%.<sup>2</sup>

These two identified target areas experience the highest rates of poverty in the county, and are located in municipalities with among the highest rates of violent crime countywide. The target areas are located 26 miles apart. The Applicant and program partners operate or have access to physical facilities located within or adjacent to both target areas. The proposed project is intentionally focused on these target areas not only for high rates of poverty and violent crime,

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<sup>1</sup> U.S. Census, American Community Survey 2022

<sup>2</sup> Ibid.

but also because their demographics tend to experience significant barriers in accessing workforce development, educational development and violence prevention services.

**(1) Poverty Rate:** The combined poverty rate for both target areas is 23.6% (See detailed attachment “SBCWDB Growth Opportunities Combined Poverty Rate.pdf”).

<b>Target Areas Poverty Status (fig. A.1.)</b> <i>Source: U.S. Census, American Community Survey, 2022</i>		
<i>Target areas</i>	<i>Census Tracts</i>	<i>Poverty Rate</i>
Lompoc	27.03, 27.05, 27.06, 27.09, 27.10	20.8%
Santa Maria	22.05, 23.04, 24.05, 24.06, 24.07, 24.08	25.6%
<b>Total (weighted)</b>		<b>23.6%</b>

**(2) Violent Crime Rate:** In addition to the challenges associated with generational poverty—physical and behavioral health issues, food insecurity and housing insecurity—persistent poverty has also given rise to high rates of violent crime per capita, with the target areas experiencing persistent generational gang involvement.

**Santa Barbara County:** As reported by the California Department of Justice, in 2022, Santa Barbara County as a whole experienced a violent crime rate of 387 per 100,000 residents, a 1% decrease from the prior year. The violent crime rate includes aggravated assault, homicide, rape, and robbery. The target areas included in this proposal are not included in a Metropolitan Statistical Area on the Federal Bureau of Investigation (FBI) report Crime in the United States, Table 6. The data enclosed here is provided by the California Department of Justice, and reported by the Juvenile Justice Coordinating Council of Santa Barbara County. The weighted

average violent crime rate for the target areas for this project is 564.<sup>3</sup> (See detailed attachment “SBCWDB Growth Opportunities Combined\_Violent\_Crime\_Rate.pdf”)

**City of Lompoc:** Occupying 11.7 square miles, Lompoc’s primary employer is Vandenburg Air

Force Base located nearby,

followed by the Federal

Corrections Institution and

agriculture. In 2022, the

most current full-year data

available, the City of

<b>Crime Rates of Target Area Metropolitan Areas (fig. 2)</b>		
<i>Source: California Department of Justice, 2022</i>		
<b><i>Metropolitan Area</i></b>	<b><i>Violent Crimes</i></b>	<b><i>Violent Crime Rate Per 100,000</i></b>
Lompoc	218	478
Santa Maria	715	649
<b><i>Average (weighted)</i></b>		<b><i>564</i></b>

Lompoc experienced a violent crime rate of 478 per 100,000 residents, reflecting 218 violent crimes, including five homicides.<sup>4</sup>

**City of Santa Maria:** Occupying 23.42 square miles, Santa Maria is now the most populous city in Santa Barbara County with 110,125 residents. In 2022, the most current full-year data available, the City of Santa Maria experienced a violent crime rate of 648 per 100,000 residents, representing 715 violent crimes, including six homicides.<sup>5</sup>

In 2022, both Lompoc and Santa Maria experienced high homicide rates, 11.43 and 5.44, respectively. These homicide rates reflect that these small communities experience homicide

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<sup>3</sup> Juvenile Justice Coordinating Council, Meeting Materials December 1, 2023, <https://content.civicplus.com/api/assets/1a9a70fa-d19b-46b7-992e-35706954ae47>

<sup>4</sup> OpenJustice.gov, data provided by the Lompoc Police Department

<sup>5</sup> Santa Maria Police Department, <https://www.cityofsantamaria.org/home/showpublisheddocument/30482/638013578918900000>

rates that are higher than much larger metropolitan areas in California, such as San Jose (3.6)<sup>6</sup> and San Diego (5.25)<sup>7</sup>, and the second largest city in the county, Santa Barbara (2.28).<sup>8</sup>

## **B. PERFORMANCE MEASUREMENT, OUTCOMES, AND OUTPUTS**

**(1) Performance Measurement:** SBCWDB staff have extensive experience utilizing computer software to record participant data, program services and program and participant outcomes for a wide variety of workforce projects. Currently, SBCWDB staff utilize the REO-GPMS, WIPS for program reporting, to manage a Pathway Home 2 (PH2) project, as well as, the California Employment Development Department (EDD) management information system, CalJOBS. The SBCWDB has a successful track record in submitting timely and accurate data and meeting all reporting requirements for its active PH2 project. This project will utilize CalJOBS as the case management system, to track all program activities including program application, individual employment plan, objective assessment, program services and activities, supportive services, milestones, case notes and track all performance indicators. In combination with existing technical assistance training, CalJOBS policy and procedures and experienced staff, we are confident that accurate and efficient data will be collected. The CalJOBS system has the ability to generate a wide variety of detailed program management reports to ensure goals and performance measures are being met. These reports include Master Summary, Enrolled Case Load, Reentry Employment Opportunity, Obtained Employment, Measurable Skills Gains, Credential Attainment, Case Closures, Activities Report and Predictive Performance Reports. These reports will be utilized to manage progress and ensure goals are being met. This system

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<sup>6</sup> City of San Jose Police Department, <https://www.sjpd.org/records/crime-stats-maps/crime-statistics-annual>

<sup>7</sup> City of San Diego Police Department,  
[https://www.sandiego.gov/sites/default/files/2022\\_crime\\_report.pdf](https://www.sandiego.gov/sites/default/files/2022_crime_report.pdf)

<sup>8</sup> City of Santa Barbara Police Department, <https://santabarbaraca.gov/CommunityCrimeMap>

will also track all follow-up services, which will allow the project to measure performance indicators. CalJOBS is set up to track five of the seven performance indicators. SBCWDB will set up local activity codes to track arrests for violent crimes committed after program enrollment and recidivism.

To support data entry into the CalJOBS system, staff will be provided with existing toolkits. Case Managers of this project will have access to all resources that are stored in a secured, shared system called “The Box,” which is a library of the curriculum and toolkits of paper forms that directly align with the applications and fields that are in the CalJOBS system. Additionally, tracking tools for Case Manager have been developed via Smartsheets, by the local area, and utilized for tracking real time data and to validate CalJOBS entries. Currently, the SBCWDB utilizes the REO-GPMS management information system (or will use any other DOL mandated reporting system) to report quarterly narrative and quarterly performance reports to the DOL for a REO PH2 grant. This project will conduct monthly partner meetings where program updates and performance tracking, will be reported out to ensure goals are being met. Lastly, all program performance data is presented to the SBCWDB Youth and Performance Committee whose role is to provide advisement and program insights. These reporting methods have sufficiently prepared our organization to meet the rigorous goals and performance measured required by this project.

Case Managers and/or SBCWDB Project Manager (as required by DOL), will be responsible for entering all program data into the CalJOBS. SBCWDB staff have extensive experience utilizing CalJOBS and the REO-GPMS system. The SBCWDB staffs three CalJOBS Management Information System Administrators (MIS) who have over 15 years of experience supporting WIOA programs and special workforce development projects and are



experts in CalJOBS. SBCWDB has an established training curriculum in place that will provide in-depth training to all staff who will support this project. Training plan includes: providing Case Managers with protected usernames; training on the entire CalJOBS system and its functions; intensive training on eligibility and program services; system rules on when data must be entered (CalJOBS has a 30 day lock-down rule which program services must be entered within 30 days); intensive training on determining which program activities trigger a participant to be entered in a performance indicator denominator; intensive training in follow-up services.

SBCWDB and sub-recipients collaborate in the tracking and reporting of program services. Sub-recipients will enter program data directly into CalJOBS, including program application, participant activities, case notes and program outcomes. SBCWD Program Manager will be responsible for entering the required quarterly reporting into the REO-GPMS system. SBCWDB also has the ability to change tracking and reporting practices based on DOL requirements.

**(2) Logic Model:** Please see attachment “SBCWDB Growth Opportunities Logic Model.pdf”.

### **C. PROJECT DESIGN**

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**(1) Basic Services and Follow-up:** The Santa Barbara County Workforce Development Board and partner CommUnify (formerly Community Action Commission of Santa Barbara County) will co-lead a new program: *Leaning Forward/Inclinado Hacia Adelante, Empowering Youth Leadership and Career Pathways (“LF/IHA”)*. The project will serve 153 youth aged 15-18 who currently live in, or post-incarceration will return to one of two target areas located within a 15-mile radius in northern Santa Barbara County. *Leaning Forward/Inclinado Hacia Adelante* participants will receive direct services for 12 months, as well as follow-up tracking,

supplemental services and referrals for 12 months post program exit. *Leaning Forward/Inclinado Hacia Adelante* will include the following direct service components: intensive case management, career-focused mentorship, conflict resolution training, leadership workshops, career exploration & readiness development, education exploration & readiness development, paid work placement and education placement.

At program launch, the *Leaning Forward/Inclinado Hacia Adelante* Project Team (“LF/IHA Team”) will develop and communicate to referring agencies a detailed profile for candidates who can be referred to this program. The LF/IHA Team will undertake direct outreach to long-standing collaborating agencies including the Santa Barbara Probation Department, the Santa Barbara County Sheriff’s Department, local school districts that serve the target areas (Lompoc Unified School District and Santa Maria Unified High School District) as well as referrals from other agencies that serve this target population.

**Intensive case management**—At referral to the program, CommUnify will implement a screening tool that has been utilized with similar populations in comparable programs to assess youths’ strengths and risks to determine program fit and suitability, including residence or intention to return to either of the two target areas. With fit determined, all 153 youth enrolled in *Leaning Forward/Inclinado Hacia Adelante* will be assigned a culturally-competent LF/IHA Case Manager—known as the “Compadre” or “Comadre”—and will receive case management for 12 months with optional extension period, as needed. At enrollment, CommUnify will initiate two assessments: 1) Case Managers will conduct a comprehensive assessment of each youth, with particular focus on at-risk factors and conditions that may lead to violent behaviors, and 2) LF/IHA Case Managers will implement the Youth Level of Service/Case Management Inventory screening tool which is designed to provide an initial screening of risk and need levels in youth.

This gender and cultural-informed, strength-focused risk/needs tool reliably and accurately classifies and predicts re-offending within male/female juvenile populations.

LF/IHA Case Managers will be trauma-informed, holistic and geared to helping participants set and achieve personal, educational and career goals while helping participants overcome barriers to successfully achieving these goals. The LF/IHA Case Manager will by co-developing two plans with each youth: 1) a comprehensive 12-month referral plan that will refer clients to programs and services that can assist in stabilizing youth with financial, educational, employment, legal, childcare, behavior health and medical needs; 2) once this holistic assessment and a referral plan is developed and agreed to, the LF/IHA Case Manager will work with each youth to develop an Individual Development Plan (IDP) tailored to meet the needs, skills and goals of each youth. The IDP will be informed by SMART goals (Specific, Measurable, Achievable, Relevant and Time-Bound) and local labor market information as tracked by the Santa Barbara County Workforce Development Board. This co-created IDP will map out each participant's personal, financial, educational and employment goals with realistic, scaffolded steps to achieve each goal. A key component of *Leaning Forward/Inclinado Hacia Adelante*, this planning process will include the *Career Occupational Preference System Interest Inventory (COPS)* which will explore career interests based on likes and dislikes within 14 career clusters. The COPS Interest Inventory emphasizes a proactive approach to career exploration, featuring career and educational planning, along with a listing of suggested activities to gain relevant experience. With these plans in place, youth and the LF/IHA Case Manager will begin implementing the referral plan and IDP. The referral plan and IDP will be revisited throughout the program year and revised, as needed. Over 12 months, case management sessions will take place bi-weekly in safe and accessible locations, either within or adjacent to either target area.

Case managers will track client progress, follow-up on and adjust referrals as needed, check in on identified needs and address issues as they arise. Any barriers to achieving progress on a participant's referral and/or IDP, will be addressed appropriately; for example, if reliable transportation to a work site is a barrier, bus passes or other transportation solutions will be provided; if lack of appropriate tools or clothing is a barrier to employment, stipends to purchase tools or work-seeking/work-related clothing will be provided.

As part of helping participants achieve their education and career goals, the LF/IHA case managers will provide participants with job preparation skills, including adaptability, critical thinking skills, time management, leadership skills and problem-solving skills. Additionally, case managers will serve as mentors for participants through all processes needed for employment, including, but not limited to obtaining a work permit, developing a resume, filling out job applications, preparing for job interviews, understanding and complying with workplace requirements.

At the close of the program year, youth will be assessed and, if needed, may receive case management for an additional period of time. It is anticipated that up to 20% of youth will be candidates for an extension. All participants will be tracked 12 months post program exit and offered interventions and referrals as needed. Throughout the program, Case Managers will meet with program partners on a monthly basis, and invite other members of the support community—law enforcement, probation, CBOs, school personnel—to review sessions, as needed.

Case managers and other relevant staff members will have lived experience with incarceration, community violence and/or conflict resolution. Each case manager will receive training in all appropriate programs. In addition, all LF/IHA case managers will receive training in Goal4It!™, a science-informed approach to delivering human services and workforce

programs in a way that activates a person's motivation and commitment to change. Used nationwide by government agencies, workforce development boards and CBOs, Goal4 It! is a participant-centered framework for working with participants to (1) set goals, (2) break their goals down into manageable steps, (3) develop specific plans to achieve the steps, and (4) regularly review their goal progress.

Case management has been found to be a highly successful approach in addressing the challenges of youth who are at risk for multiple factors, many of which can lead to violence. By using intensive case management as an anchor intervention for youth, program staff will have regular, direct contact with the client and can monitor progress and address additional challenges that may surface during the course of the program year. Coupled with the interventions described in C.3. below, holistic case management will help participants draw from lessons and tools learned in character and leadership development and conflict resolution programs that are built into the *Leaning Forward/Inclinado Hacia Adelante* program.

CommUnify is successfully implementing this “whole person/whole family” approach with similar populations through its *Secure Families/Familias Seguras* program, which provides intensive case management and wraparound services for youth in 6-8<sup>th</sup> grade and their families in Santa Maria, California. A violence-diversion model, *Secure Families/Familias Seguras* is intended to disrupt community violence and generational gang involvement by strengthening the whole family with holistic support. Case management is a critical program component to help participants commit to meaningful personal growth, achieve work/life goals, avoid violence and future justice-involvement and achieve durable change in their lives.

**(2) Paid Work Experiences:** The SBCWDB has engaged the Santa Maria Chamber of Commerce (Chamber) as the mandated Employer/industry partner in this project. In addition to

housing the Santa Maria Valley Economic Development Commission and the Santa Maria Valley Visitors Bureau, the Chamber facilitates a Business-to-Business Committee, on behalf of the SBCWDB, that conducts sector strategy convenings which engage employers who currently employ justice-involved individual and who participate as paid work experience worksites for justice involved individuals. This committee facilitates peer-to-peer learning and develops strategies on how to engage employers to be “justice involved friendly.” Employers advise the SBCWDB, sub-recipients and partners on how to prepare individuals for the workplace and advise on training needs. The Chamber will engage these employers to ensure work experiences are consistent with the Good Jobs Principles. Program staff will participate in the monthly and quarterly convenings, work directly with employers identified through this committee to develop paid work experience sites, engage, survey and provide support to employers and participants through the work experience opportunity, provide tools and guidance to both parties to encourage a successful participation. This project will attempt to develop all paid work experience opportunities with employers that have permanent positions available that can transition participants to a permanent job.

The SBCWDB is the lead applicant in this project and will provide the direct support and connection between this project, the sub-recipient, and program partners, to the SBCWDB, full workforce board members, SBCWDB Business Services Strategist staff and the job developers that operate the Workforce Innovation and Opportunity Act Youth program and all other workforce projects. This project will leverage all SBCWDB existing employer and industry partnerships to enhance employer partner engagement who will provide work experience worksites and permanent employment opportunities. The SBCWDB has an existing process to connect services between the SBCWDB to program partners that include: hosting

weekly “huddles” every Friday with all job developers that support the SBCWDB workforce projects; hosting monthly America Job Center of California partnership cross training meetings; engaging sub-recipients in events including Job and Resource Fairs; providing monthly EDD labor market information and providing direct referrals from employers to program partners.

This project will provide participants with job readiness training prior to a participant’s placement in a paid work experience site. Topics will include: customer service training, cover letter and resume development, job search techniques, how to apply for a job, mock interviews, work experience orientation, job retention strategies. Job readiness training will be accompanied by an Objective Assessment that will outline a participant’s barriers and strategies to overcome barriers with supportive services that include transportation plans, interview and work attire and job retention plans.

Based on a participants’ initial Individual Development Plan and Objective Assessment, case managers will guide each participant to educational opportunities that support their paid work experience industry interest as well as consider the labor market information and job growth in that industry. As previously mentioned, this project will serve 15-18 year olds, therefore, secondary education and short-term skills upgrades such as Career Technical Education, will be emphasized. For those youth graduating high school or completing their GED, post-secondary opportunities will be explored in coordination with their work experience placement. SBCWDB will publish a Santa Barbara County-State of the Workforce report in April 2024, which provides insight on the in-demand industry sectors in the county and will be utilized to inform this project and the paid work experience opportunities and job placement services.

The SBCWDB continuously works with local employers to ensure that workforce program participants are being placed in training opportunities that will meet the needs of employers, while preparing an individual to enter a career pathway with a Good Job. More specifically, this project will leverage the Chamber Business to Business committee to inform the design of the job readiness curriculum and to identify the training needs that are reported by employers. With the feedback and guidance from the employers, this partnership will ensure that participants are engaging in meaningful training opportunities to prepare them for subsidized and unsubsidized employment.

Leaning Forward/Inclinado Hacia Adelante will provide roughly half of all 153 participants (75 youth) with paid work experience (200 hours, at minimum wage currently \$16/hour). While participants near the end of their paid work experience opportunity, case managers will assess the youth's progress in their work experience. If it is determined that a youth requires additional time, co-enrollment into the WIOA youth program will be explored in order to provide additional work experience hours in the case that this project cannot extend hours. Once a youth is determined they are ready to transition to a permanent job, the case manager will engage the youth and begin active job search and provide a refresher job readiness training to include resume updates, mock interviews, retention strategies and direct job search assistance. Case Manager will also explore pre-apprenticeships and apprenticeship as a youth transitions out of their work experience.

**(3) Mentorship and Leadership Development: *Mentorship:*** All youth enrolled in *Leaning Forward/Inclinado Hacia Adelante* will be assigned a mentor/case manager (referred to “Compadre” for young men, and “Comadre” for young women) who will be available to youth to offer support and guidance during crisis situations at school, in the home, or in the



community. Serving as more than a case manager, the role of the Compadre/Comadre in this work is grounded on the premise that a caring adult who commits to serving as a mentor in a young man or young woman's life can have a powerful impact on their wellbeing and development. Research shows that this relationship can help youth to develop a positive identity, self-worth and resiliency. Compadres/Comadres receive regular and specialized training that helps them establish and honor these relationships and gain new knowledge that can help the youth in their care. The Compadre/Comadre will lead all youth development program cohorts; mentor program participants and assist youth with any issues that may arise during their work or school day; respond to after-hours crisis management as needed; conduct pre- and post-program surveys; maintain and manage evaluation data; and participate in youth consultations with teachers, parents, and administrators, as needed. Mentoring will be available for 12 months, or longer as needed. **Conflict Resolution Training:** All youth enrolled in *Leaning Forward/Inclinado Hacia Adelante* will participate in the Positive Action Conflict Resolution program, an evidence-based curriculum that helps participants learn conflict resolution tools and techniques, as well as understand the philosophy behind conflict resolution. The lessons learned through the Positive Action Conflict resolution curriculum will help all LF/IHA participants and their families increase their capacity to recognize conflicts as they are developing and the underlying causes. The program teaches mindfulness and helps participants address their own feelings and seek alternatives to violence as a means to address conflicts that may arise in their lives. All participants will complete the 8-hour online course, which will result in helping participants, with guidance from his/her Compadre/Comadre development a Conflict Resolution Plan, an impactful component that can be revisited throughout the program. These principles will

be particularly useful for LF/IHA participants as they may encounter conflicts with other participants or stakeholders in the *Leaning Forward/Inclinado Hacia Adelante* program.

**Leadership Workshops:** All youth enrolled in *Leaning Forward/Inclinado Hacia Adelante* will be required to attend leadership workshops, conducted by Case Managers with guest speaker, on specific leadership topics including: Career Encounters, visit with role models in specific employment sectors; Work Simulations, addressing best practices and issues that may arise in the workplace; Civic Engagement, understanding how government and civic institutions work and how the public can engage; Meet Your Representatives, encounters with elected officials; City/County Government sessions, attend an actual hearing of an elected body.

**(4) Placement into Educational Opportunities:** As demonstrated with data for the U.S. Census, residents in both target areas have exceedingly low education outcomes when looking at highest degree attained for those aged 25 and older, summarized in Table 3. Of residents aged 25 and older, 35.5% of the target area population have attained a 9<sup>th</sup>-grade education or lower, 15.7% have attained some high school education but dropped out before earning a diploma, 24.4% have achieved a high school diploma or equivalency, and only 7.3% have earned a Bachelor's degree or higher, less than one-fifth of the county and state rates. This data indicates that in the selected target areas, youth aged 15-18, particularly those who have been justice-involved or expelled from high school, may not live in communities that have had the means or capacity to seek and attain secondary or post-secondary education, nor do their families have experience in seeking or securing educational programs in order to guide education-focused decisions. This data indicates a clear need for *Leaning Forward/Inclinado Hacia Adelante* to help participants explore the potential for continuing their education, which may have been disrupted by justice-involvement or school expulsion. As such, *Leaning Forward/Inclinado*

*Hacia Adelante* will activate CommUnify’s network of programs and referrals to help all youth learn about the benefits of educational attainment levels, expose participants to postsecondary opportunities with community college visits, explore how education can advance career goals and co-create an education plan with each participant.

<b>Educational Attainment of Target Areas Table 3</b> <i>Source: U.S. Census, American Community Survey 2022</i>			
<i>For aged 25&gt;</i>	<i>Combined Target Areas</i>	<i>Santa Barbara County</i>	<i>California</i>
Less than 9 <sup>th</sup> grade	35.5%	11.4%	8.8%
9 <sup>th</sup> -12 <sup>th</sup> grade, no diploma	15.7%	6.4%	6.5%
High School graduate, includes equivalency	24.4%	17.1%	20.5%
Bachelor’s degree or higher	7.3%	37.1%	37.0%

**(5) Project Timeline:** Please see attachment “SBCWDB GO Round 4\_Project\_Timeline.pdf”

**(6) Staffing Plan:** SBCWD Project Director: SBCWDB staff will provide overall oversight and management of all aspects of this project as well as supervision of all staff supporting project.

The SBCWDB staff that will manage this project, has over 15 years of experience in workforce program services with and experience successfully managing a diverse number of workforce projects and management of program staff for the County of Santa Barbara. This staff will be responsible of ensuring that all program components are being met, compiling quarterly reports and all reports mandated by this project. This position will provide Technical Assistance to sub-recipients and program partners. Santa Barbara County Department of Social Services (DSS)

Fiscal support: (leverage) DSS fiscal staff has two staff with extensive experience managing all financials of WIOA programs, federal and state special workforce grants. They are experienced in eligibility, compliance, reporting, and processing of invoices. Fiscal staff also provide invoice

training to program operators to ensure accuracy and compliance. Fiscal staff will be in charge of receiving and reviewing all partner's invoices, ensuring they comply with their scope of work, follow their respective budgets and are not providing un-allowed services which lead to disallowed costs. They will also support this project with any fiscal monitoring by DOLETA.

CommUnify LF/IHA Program Manager: This full-time staff member will, recruit, hire and train new staff, manage case management staff; monitor and evaluate program data; oversee budget expenditures; develop and sustain youth employment opportunities; maintain ongoing contact with programmatic partners; and map business and youth employment opportunities.

CommUnify LF/IHA Case Manager(s): Two full-time case managers will assess and enroll youth; maintain an active caseload as case manager/mentor; maintain complete case management files, including but not limited to intake forms, ROIs, note writing and assessments; support youth with goal setting; facilitate workshops; place youth in employment opportunities and provide ongoing support; and data maintenance and tracking.

## **D. PARTNERSHIPS**

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### **(1) Mandatory Partnerships**

**i. Violence Prevention Partner:** CommUnify (formerly the Community Action Commission of Santa Barbara County) will serve as the Violence Prevention Partner for the Leaning Forward/Inclinado Hacia Adelante program. CommUnify will also co-lead the project and provide key components for the program. As the Violence Prevention Partner, CommUnify will bring extensive experience to the project, having led or significantly contributed to the following efforts: *Adolescent Family Life Planning (AFLP)* provides case management support for expectant and parenting young mothers aged 12-20. The program seeks to increase social and emotional support and build resiliency, helping young parents in setting goals, completing their

high school education and gaining access to needed community resources. *Los Compadres Youth Mentoring* helps youth in at-risk situations become self-empowered while addressing the psycho-social issues that impede their path to success; *Support for Transition Aged Youth*, in partnership with SBC Behavioral Wellness, helps youth ages 16-25 develop socialization skills, independent living skills, and provides intensive behavioral wellness support; *Secure Families/Familias Seguras* provides violence prevention interventions for at-risk middle school youth and their families in Santa Maria, including intensive case management, behavior health services and education/mentorship programs; *Family Self-Sufficiency* provides case management, employment counseling and financial literacy coaching to low-income individuals and families; *South Coast Youth Safety Partnership* mobilizes/aligns south county community resources to improve the safety and quality of life for youth, their families, and the community, focusing on gang prevention.

In addition, CommUnify staff members serve on the Juvenile Justice Coordinating Council for Santa Barbara County, which brings together members of the justice community, educational institutions, government agencies, elected officials and CBOs that work with justice-involved populations to coordinate initiatives, actions and policy that will impact justice-involved youth. Further, CommUnify leads the Positive Youth Development Coalition, which brings together youth-serving professionals to address the needs and barriers to service for youth in the community. CommUnify is deeply committed to the Positive Youth Development (PYD) Model Guiding Principles in all its youth-facing programs.

**ii. Justice System Partner:** The Santa Barbara County Probation Department (Probation) will serve as a justice system partner for this project. The SBCWDB has a long-standing relationship with the Probation department and collaborate on workforce projects that serve justice involved

youth and adults. This partner will provide referrals of eligible, high-risk youth to this project. Probation will share relevant non-confidential data as needed to support the youth in their progress and assist with outreach of program services to targeted youth such as, inviting SBCWDB to participate in their annual Family Resource Fairs and inviting project partners to their reporting sites to deliver services. Lastly, will provide overall support of in meeting the needs of the youth in this project.

The Santa Barbara County Sheriff's Office (SBSO) will serve as a justice system partner for this project. The SBCWDB has a long-standing relationship with SBSO and collaborate on workforce projects that serve justice involved youth and adults and currently, are partnering in the DOL Pathway Home 2 grant. This partner will assist with the referrals of high-risk individuals to the program; share program documents and relevant data tracking including risk assessments; assist with outreach of program services to targeted youth; collaborate in events that promote services and resources for youth such as job and resources fairs and provide any additional support to this project as needed.

**iii. Employer/Industry Partner:** The Santa Maria Valley Chamber will serve as the Employer/Industry partner in this project. In addition to housing the Santa Maria Valley Chamber, the Santa Maria Valley Economic Development Commission, and the Santa Maria Valley Visitors Bureau, the Chamber facilitates a Justice-involved Business to Business committee that conducts sector strategy committees and convening's that engage employers who currently employ justice involved individual and who participate as paid work experience worksites for justice-involved individuals. This committee facilitate peer-to-peer learning, and develops strategies on how to engage employers to

become “justice involved friendly.” Employers advise program operators and partners on how to prepare individuals for the workplace and advise on training needs. The Chamber will engage these employers to ensure work experiences are consistent with the Good Jobs Principles.

**iv. Strength of MOU(s) or Letter(s) of Commitment:** SBCWDB and partner CommUnify are submitting current Letters of Commitment from four Mandatory Partners and six Recommended Partners. Each Letter of Commitment details the partner’s responsibilities and commitments to the proposed project.

## **(2) Recommended Partnerships**

**i. Partnership descriptions:** *Santa Barbara County Department of Social Services (DSS)* will assist with outreach of this program to targeted youth; provide participant referrals from DSS programs; assist with providing wrap-around services including enrollment into eligible DSS programs including Medi-Cal, CalFresh, CalWORKs and General relief and collaborate in events that promote services and resource for youth including job and resource fairs. SBCWDB and DSS have an established referral process and will utilize that process in this project.

*Lompoc Adult Education* will assist with outreach of program services to targeted; provide referrals of participants; collaborate in events that promote services and resources for youth including job and resource fairs and provide education services and training opportunities. The SBCWDB and Lompoc Adult Education have an established referral process and will utilize that process in this project. *Allan Hancock College*, located in Santa Maria, will assist with outreach to youth and provide referrals; collaborate in events including resource and job fairs; provide education services, training opportunities and supportive services; provide professional development opportunities and mentoring services.

*Santa Barbara City College* will assist with outreach of program services to targeted; provide referrals of participants; collaborate in events that promote services and resources for youth including job and resource fairs; provide education services and training opportunities and provide personal development courses and training. SBCWDB and SBCC have an established referral process and will utilize that process in this project. *Santa Barbara County Education Office* support efforts to open career doors for justice-involved youth and meet the unique needs of the target population. *Lompoc Unified School District* will serve as a referring partner and will assist with outreach to students, and support for their success.

**ii. Partner engagement:** The SBCWDB will utilize the start-up and implementation phase of this project to convene all program partners including SBSO, Probation, the Chamber and all other committed partners, to discuss recommendations for curriculum development and enhancements, review of occupational educational opportunities and how to align those with employers needs while considering career pathways for youth and discuss areas of opportunities for work experience and permanent job placement with local employers.

## **E. ORGANIZATIONAL, ADMINISTRATIVE, AND FISCAL CAPACITY**

**SBCWDB Project Director**—SBCWDB staff will provide overall oversight and management of all aspects of this project as well as supervision of all staff and partner staff, supporting project. The SBCWDB staff that will manage this project, has over 16 years of experience in workforce program services and extensive experience successfully managing a diverse number of workforce projects that serve at risk youth and justice-involved individuals. This Project Director has experience managing program staff for the County of Santa Barbara as well as sub-recipients. This staff will be responsible of ensuring that all program components are



being met, compiling quarterly reports and all reports mandated by this project. Although SBCWDB staff do not have direct lived experience, it has been expressed during program design development for workforce projects, that family has impacted SBCWDB staff's families who are involved in the justice system. This insight has assisted with developing and enhancing program services for justice involved individuals.

**Santa Barbara County Department of Social Services (DSS)- Fiscal support**—DSS fiscal staff has two staff with extensive experience managing all financials of WIOA programs, federal and state special workforce grants. Specifically, DSS fiscal staff are currently managing two DOL grants including a REO grant. Fiscal and SBCWDB have gone through a successful program and fiscal monitoring by DOL. They are experienced in eligibility, compliance, reporting, and processing of invoices. Fiscal staff also provide invoice training to program operators to ensure accuracy and compliance. Fiscal staff will be in charge of receiving and reviewing all partner's invoices, ensuring they comply with their scope of work, follow their respective budgets and are not providing un-allowed services which lead to disallowed costs. They will also support this project with any fiscal monitoring by DOLETA. In program year 2020/2021, the SBCWDB tripled their total operating costs through grant solicitations which have allowed us to serve an additional 600 participants from a wide variety of backgrounds including veterans, students with disabilities and justice involved individuals and the SBCWDB has maintained this funding level through 2024. Three SBCWDB staff have been assigned to research grant opportunities, once a week, from different funding streams to enable continuous employment and training services to individuals in the County of Santa Barbara.

In addition, through this project planning and design, partners of this proposal have been inspired to continue the work of further developing these partnerships and commit to

leveraging existing resources to provide pre and post release services to incarcerated individuals. In addition to these efforts, there has been an emphasis of reentry programs in the state of California and with combination of existing resources, the sustainability of these programs is favorable.

Although the WDB prides itself in serving all individuals in Santa Barbara County, the SBCWDB has placed a great emphasis in serving the most marginalized and underserved community members, which include English Language Learners, Farmworkers and Justice Involved individuals. The SBCWDB engaged in a fellowship program supported by Jobs for the Future that provided training on Human Center Design focused workforce boards. Through this intensive training and program, the SBCWDB has learned and continue to implement best practices that ensure underrepresented populations have access to equitable services. As demonstrated through commitments from partner agencies and program participation from community members, the SBCWDB is confident to continue providing successful services.

County of Santa Barbara Workforce Development Board  
Growth Opportunities, Round 4  
Abstract

Applicant:	County of Santa Barbara Workforce Development Board
Applicant type:	Direct
Funding level requested:	\$2,000,000
Cost per participant:	\$13,000
Project name	<i>Leaning Forward/Inclinado Hacia Adelante, Empowering Youth Leadership and Career Pathways ("LF/IHA")</i> .

**SUMMARY:** On February 7, 2024, the Employment and Training Administration, U.S. Department of Labor announced the availability of approximately \$40,000,000 in grant funds authorized by the Consolidated Appropriations Act, 2023, P.L. 117-328 for Program Year 2023 (July 1, 2023 through June 30, 2024). This program prepares justice-involved youth and young adults for employment through education and training, paid work experiences, mentorship, and leadership development, and contributes to community violence intervention among youth and young adults.

**PROJECT TITLE AND PURPOSE:** The Santa Barbara County Workforce Development Board and partner CommUnify (formerly Community Action Commission of Santa Barbara County) will co-lead a new program: *Leaning Forward/Inclinado Hacia Adelante, Empowering Youth Leadership and Career Pathways ("LF/IHA")*. The project will serve 153 youth aged 15-18 who currently live in, or post-incarceration will return to one of two target areas located within a 15-mile radius in northern Santa Barbara County. The project purpose is to support youth to develop and implement educational/career plans, gain paid work experience, and build personal characteristics that can help them avoid future justice-involvement.

**PROJECT DURATION:** The grant period for this project is 42-month performance period.

**TARGET POPULATION:** The proposed project will serve 153 youth aged 15-18 who either are currently justice-involved and/or have been expelled from school. Eligible youth will also be identified as currently residing in or will return post-incarceration to two target areas located in northern Santa Barbara County.

**TARGET AREAS:** SBCWDB has selected two high-poverty, high-crime areas located in mid and northern Santa Barbara County, California in which to deliver direct services. These target areas are located in relatively isolated, largely agricultural communities where rates of homicides per capita are higher than many large metropolitan areas, yet few resources exist to help at-risk youth avoid community violence and create a healthy self-sufficient future for themselves and their families. The target areas have a combined violent crime rate of 564 per 100,000 residents and a combined poverty rate of 23.6%. *Lompoc Target Area:* Located in the small agricultural community of Lompoc, California, this target area is comprised of five contiguous Census Tracts, is located in downtown Lompoc and has a population of 19,700, representing 45.1% of the City of Lompoc's total population of 43,736. Zip codes: 93436. *Santa Maria Target Area:*

Located in the largest city in Santa Barbara County, California, this target area is comprised of six contiguous Census Tracts, is located in northern downtown Santa Maria and has a population of 22,467 representing 20.4% of the City of Santa Maria's total population of 110,125. Zip code: 93458.

### **PROPOSED OUTCOMES:**

SBCWDB will track and report the following WIOA performance indicators and meet the specified performance goals.

- i. Education & Employment Rate - Second Quarter after Exit. 70%
- ii. Education & Employment Rate - Fourth Quarter after Exit. 60%
- iii. Median Earnings - Second Quarter after Exit. \$5,750
- iv. Credential Attainment. 50% v. Measurable Skills Gains. 70%

SBCWDB will track and report the following REO-specific indicators of performance:

- i. Arrests for violent crimes that are committed after program enrollment. The goal is less than 5%.
- ii. Recidivism (as defined in the FOA for this grant opportunity). The goal for this measure is less than 10%.

### **PROJECT ELEMENTS:**

*Leaning Forward/Inclinado Hacia Adelante* will include the following direct service components:

- » Intensive Case Management;
- » Career-Focused Mentorship;
- » Conflict Resolution Training;
- » Leadership Workshops;
- » Career Exploration & Readiness Development;
- » Education Exploration & Readiness Development;
- » Paid Work Experience;
- » Education Placement; and
- » 12-Months Of Tracking And Referrals Post-Program Exit.

### **VIOLENCE PREVENTION PARTNER**

SBCWDB will work with sub-grantee CommUnify, a CBO that has a long history of delivering human services programming to help clients achieve self-sufficiency and achieve lives of dignity and hope. Supported by data and evidence-based programs, CommUnify continually seeks effective strategies to meet community need and achieve its vision to empower and strengthen underserved residents in the community. CommUnify will not only co-lead the project, but will serve as the Violence Prevention Partner. For this project, CommUnify will:

- » Create a referral network and collaboratively work with local school districts and Justice partners.
- » Deliver case management services, including resource and referral information for social support services, data tracking and maintenance, goal setting, conduct risk assessments and maintain client privacy and consent.

- » Offer mentoring services that incorporate a conflict resolution curriculum designed to enhance emotional regulation, leveraging support networks and effective communication of personal values and emotions. This curriculum will also include a pre and post assessment.
- » Implement a comprehensive leadership development program, aimed at strengthening youths' competencies in the following areas: scheduling, goal setting, note-taking, public speaking, teamwork, and community mapping. Program components include:
  - education and career exploration
  - identification of personal strengths and interests
  - exposure to post-secondary education opportunities
  - job-readiness skills
  - exposure to community roles models
  - information on various sectors of employment
  - resources on civic rights and duties
- » Placement into paid work experience sites and provide supportive services.
- » Provide follow-up services for up to 12-months after program exit.

#### MANDATORY PARTNERS:

- » Violence Prevention Partner
  - CommUnify
- » Justice System Partners
  - Santa Barbara County Sheriff's Office
  - Santa Barbara County Probation Department
- » Employment Industry/Business Partner
  - Santa Maria Valley Chamber of Commerce

#### RECOMMENDED PARTNERS:

- » Santa Barbara County Department of Social Services (DSS)
- » Lompoc Adult Education
- » Santa Barbara City College
- » Allan Hancock College
- » Santa Barbara County Education Office
- » Lompoc Unified School District



## LOGIC MODEL

### Workforce Development Board of Santa Barbara County DOL Growth Opportunities Grant

**GOALS:** 1) Help youth (aged 15-18) increase their conflict resolution skills and develop strategies to prevent and avoid violence; 2) Introduce and prepare youth for the world of work; 3) Help youth identify career interests, attain relevant skills and gain work experience, and 4) Provide income to youth, to start them on the path of earning living wages and obtaining high quality jobs and careers.

INPUTS	ACTIVITIES	OUTPUTS	OUTCOMES	IMPACT
Strong past performance Strong partnerships with Evidence-based interventions Experienced program partners	Engage referral partners on how Assign each LE/AIH participant Enroll all LE/AIH participants Provide workforce/job skills training (including soft skills) for participants on work experience track  Place participants on work experience track in age- appropriate paying jobs	153 youth (aged 15-18) enrolled All youth met with mentor/case 75% of enrolled youth 75% of enrolled youth participated in a minimum of 6 workshops to increase their job readiness and leadership skills  75% of youth will have completed a COPS assessment and have a better understanding of their personal and career interests  75 participants on work experience track were placed in	<b>short term:</b> 70% of program participants are <b>short term:</b> Participants who are enrolled in an education or training program (excluding OJT) attain a recognized postsecondary credential or secondary school diploma, or recognized equivalent, within one year of program exit  <b>long term:</b> 50% of participants enrolled in an education or training program (excluding OJT) attain a recognized postsecondary credential or secondary school diploma, or recognized equivalent, within one year of program exit	Program participants are Program participants have Program participants have tools Program participants have tools they need to avoid committing violent crime
Education and Career Readiness	Help participants on education track enroll in GED or other education program	60% of program participants began education program	<b>long term:</b> 70% of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains	
Deep experience in serving target communities	Place participants on work experience track in age- appropriate paying jobs	75 participants on work experience track were placed in age-appropriate jobs, working a minimum of 200 hours in 12 months		

# LEANING FORWARD/INCLINADO ADELANTE

## Project Timeline

**Timeline:** 42 Months

**Year 1:** 7/1/2024 – 6/30/25    **Year 2:** 7/1/2025 – 6/30/26    **Year 3:** 7/1/2026 – 6/30/27    **Year 4:** 7/1/2027 – 12/31/28

**Total Client Served:** 153    **Total Clients Placed in Employment Services:** 73

Activities	YEAR 1				YEAR 2				YEAR 3				YEAR 4		Responsibility
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	
Recruit and hire qualified staff to fill positions. 1. Submit recruitment request forms 2. Draft and finalize the job description and job advertisement 3. Post job advertisement on CommUnify website															Human Resources (HR) Director Program Manager
Onboard and Train Staff 1. Provide onboarding training (mandated child abuse, HR, program procedures) 2. Conflict Resolution Training 3. Los Compadres National Network															Program Manager
Create and finalize programmatic documentation 1. Referral form 2. Intake packet 3. Assessment forms															Technical Assistance Program Manager
Develop Partnerships															Technical Assistance Program Manager

[illegible]



[illegible]

[illegible]

<b>Applicant:</b> Santa Barbara County Workforce Development Board
<b>Project Name:</b> Growth Opportunities Grant: Learning Forward/Inclinado Hacia Adelante

f. Past Performance-Programmatic

(1) Performance Chart

<b>Name of Previous Grantor Organization:</b> U.S. Department of Labor, Employment and Training Administration, <i>State of California Employment Development Department</i>				
<b>Grantor Contact information:</b> <i>Vivian Estrada, Regional Advisor/Statewide Rapid Response Coordinator, Workforce Services Branch, <a href="mailto:b.vivian.estrada@edd.ca.gov">b.vivian.estrada@edd.ca.gov</a> 916-516-3306,</i>  <i>State of California Employment Development Department</i> <i>P.O. Box 826880</i> <i>Sacramento, Ca 94280</i>  <a href="https://cwdb.ca.gov/wp-content/uploads/sites/43/2023/11/2022-WIOA-Annual-Report_Final_ACCESSIBLE.pdf">https://cwdb.ca.gov/wp-content/uploads/sites/43/2023/11/2022-WIOA-Annual-Report_Final_ACCESSIBLE.pdf</a>				
<b>Project Title:</b> <i>Workforce Innovation and Opportunity Act, Title I Youth Program 3306. Fed Catlg 17.259</i>				
<b>Project Period of Performance:</b> <i>July 1, 2022-June 30, 2023</i>				
<b>Number of Participants Enrolled:</b> 158				
<b>Population Served:</b> <i>This project served at-risk youth between the ages of 14-24 who face barriers to education, training and employment including low-income, justice involved, little to no work experience, youth with disabilities, high school dropout, and pregnant or parenting.</i>				
<b>Performance Measurement</b>				
<b>Performance Indicator</b>	<b>Goal</b>	<b>Outcome</b>	<b>Outcome/Goal (Fraction)</b>	<b>Rate of Performance (Percentage)</b>
Employment Rate 2 <sup>nd</sup> Quarter After Exit	82	81	81/82	99%
Employment Rate 4 <sup>th</sup> Quarter After Exit	69	74	74/69	107%
Median Earnings	\$3,490	\$4,660	\$4,660/\$3,490	134%
Credential Attainment	14	6	6/14	43%

**Attachment E:**  
**Payment Management System Access Letter**  
(For payment draw-down and financial reporting)



Dear Recipient:

Congratulations on your recent award. This document provides instructions on how to access your organization's funding, as well as how to submit quarterly ETA-9130 Financial Reports. Award recipients accomplish both tasks using the Payment Management System (PMS), operated by the U.S. Department of Health and Human Services (HHS).

**All grant recipients must have an ID.me account to gain access to PMS.** Establishing your ID.me account is the first step in the PMS process. User access requests for grant recipients will only be approved if you have an ID.me account. If you have questions related to creating an ID.me account or need technical assistance with accessing PMS via ID.me, instructions and additional guidance can be found at [https://xms.hhs.gov/help/job-aids/help\\_pages.html](https://xms.hhs.gov/help/job-aids/help_pages.html).

#### **For Existing PMS Users**

If your organization has previously received a grant or cooperative agreement with ETA, a PMS account already exists, and it's where you can find your new grant award funding. The front page of your grant award will have the following information to help access your funding in PMS:

- The last eight digits of the award number (item 12) of the new grant or cooperative agreement (e.g., XX123456),
- Award amount (item 27), and
- The PMS Employer Identification Number (EIN) (item 3) (e.g., 1123456789X1) where the new grant or cooperative agreement funding resides under a payee account (e.g., 5h43B).

Recipients may add or amend account access and banking information using the links below.

- To add or remove PMS account access for your organization, please visit:  
<https://pms.psc.gov/grant-recipients/user-access.html>
- To add a bank account to your PMS account, please visit:  
<https://pms.psc.gov/grant-recipients/banking-add-change.html>

#### **For new PMS Users**

When issuing a grant award, a PMS account has been set up for your organization. A payee account (e.g., 5h43B) also has been established, and it's where you can find funding for your new grant award. The front page of your grant award will have the following information to access to your account:

- The last eight digits of the award number (item 12) of the new grant or cooperative agreement (e.g., XX123456),
- Award amount (item 27), and

- The PMS Employer Identification Number (EIN) (item 3) (e.g., 1123456789X1) where the new grant or cooperative agreement funding resides under a payee account (e.g., 5h43B).

As a new PMS user, you will need to add or amend account access and banking information using the links below.

- To add or remove PMS account access for your organization, please visit:  
<https://pms.psc.gov/grant-recipients/user-access.html>
- To add a bank account to your PMS account, please visit:  
<https://pms.psc.gov/grant-recipients/banking-add-change.html>

### **Submitting Federal Financial Reports in PMS**

Recipients must report quarterly financial data on the ETA-9130 Financial Report, which is due as shown below:

<b>Quarter End Date</b>	<b>Quarterly ETA-9130 Due Date</b>
March 31	May 16
June 30	August 15
September 30	November 15
December 31	February 15

A final financial report for the last quarter of the period of performance must be submitted no later than 120 calendar days after the expiration of the grant period of performance. Additional information on financial reporting can be found in [TEGL No. 16-22 and TEGL No. 16-22, Change 1](#).

Recipients must submit financial reports through PMS. Recipient staff who are submitting/certifying financial reports on behalf of their organization must log in to PMS and update their permissions to request access to the financial report forms.

- For general instructions on financial report submission, visit:  
<https://pms.psc.gov/grant-recipients/ffr-updates.html>
- Grant Recipients' financial reports can be found by: *Login PMS → select "Menu" → Federal Financial Reporting → Federal Financial Reporting*
- A Financial Report User Guide can be found by: *Login PMS → select "Menu" → Federal Financial Reporting → FFR Grantee User Guide*

### **PMS Help Desk**

If you need assistance with your PMS account, information on the PMS Helpdesk can be found at <https://pms.psc.gov/support/help-desk.html>.

- Please contact the PMS Help Desk at (877) 614-5533 or [PMSSupport@psc.gov](mailto:PMSSupport@psc.gov)
- Recipients may also submit a service ticket online and access more services using the Self-Service Web Portal at: [https://gditshared.servicenowservices.com/hhs\\_pms](https://gditshared.servicenowservices.com/hhs_pms)