



JFF Contract Administration Use Only
Agreement ID: 23-045

Jobs for the Future ("JFF")

Defined Terms Sheet	
Terms	Definition of Terms
"Contractor" or "Subrecipient" Name	County of Santa Barbara
Transaction Type (New Agreement, NCE, Amendment, Termination)	New Agreement
Date of Amendment & Contract ID# (If NCE, Amend. or Termination)	
Type of Agreement (Professional Services or Pass-Through)	Pass-Through
Funding Category (Federal or Non-Federal)	Non-Federal
Fixed Basis for Fees / Funds (Billing Rate, Price Milestone)	Milestone
U.S. Department Name (If Federal)	
CFDA# (If Federal Pass-through)	
Award Number	3365
Award Name	Workforce Transformation Corps
Funder Name (if not Federal)	James Irvine Foundation
Title of "Project"	Workforce Transformation Corps
Date of Agreement	January 24, 2023
Period of Performance Start Date	February 21, 2023
Period of Performance End Date	February 28, 2024
Total Fees / Grant Funds	\$ 20,000.00
Total Travel Reimbursement	\$ 0.00
Total Other Expenses	\$ 0.00
Agreement Total (Fees / Grant Funds + Travel + Other Expenses)	\$ 20,000.00
JFF Primary Contact	Jonathan Osei
JFF Primary Contact Email Address	josei@jff.org
JFF Budget Owner	1 st Josh Copus <i>DocuSigned by: Joshua Copus</i> 1/24/2023 7:28 AM PST
JFF Finance Lead	2 nd Nicole D'Alessandro <i>DocuSigned by: Nicole D'Alessandro</i> 1/24/2023 11:10 AM PST
JFF Requester	Jonathan Osei
Contractor or Subrecipient Address	PO BOX 39 Santa Barbara, CA 93102
Signatory	A.J. Quinoveva
Signatory Email	aquinov@countyofsb.org
Key Personnel	Alma L. Janababab Luis Servin
Key Personnel Email	ajanaba@countyofsb.org lservin@countyofsb.org
Contractor or Subrecipient "Notice Recipient"	Emma Duncan
Contractor or Subrecipient "Notice Recipient Email"	eduncan@countyofsb.org
Billing Contact	Nereida Zarate
Billing Contact Email	nzarate@countyofsb.org
Is subcontracting permitted?	No
Type of Organization (for-profit, LLC, non-profit, inst.)	Local Government
SAM # (Unique 12-digit alpha-numeric identifier)	J5CADE2EQVS1
Type of Small Business Concern (select all that apply)	<input type="checkbox"/> Disadvantaged <input type="checkbox"/> Woman-owned <input type="checkbox"/> Veteran-owned <input type="checkbox"/> HUBZone <input type="checkbox"/> Native American-owned <input type="checkbox"/> LGBT-owned <input type="checkbox"/> Service-Disabled Veteran-Owned <input type="checkbox"/> Other <input checked="" type="checkbox"/> Not a Small Business Concern
Additional Liability Insurances (check all that apply)	<input type="checkbox"/> Errors & Omissions <input type="checkbox"/> Media <input type="checkbox"/> Product <input type="checkbox"/> Cyber Risk <input type="checkbox"/> Automobile <input checked="" type="checkbox"/> N/A

Incorporation. This Defined Terms Sheet is the source of definition for capitalized terms within the Jobs for the Future (JFF) Terms and Conditions. This Defined Terms Sheet, the Jobs for the Future (JFF) Terms and Conditions, Attachments A, B, C, D, or any other attachments, appendices, exhibits, addenda or other documents are incorporated and constitute this Agreement relating the work described and to be performed hereunder. Except as set forth in any applicable addendum, all other terms of the Agreement remain unchanged. **IN WITNESS WHEREOF**, each party has caused this Agreement to be executed by its duly authorized representative.

By _____ 4th
For Jobs for the Future, Inc.
 Name _____
 Title _____
 Date _____

By _____ 3rd
For Subrecipient
 Name _____
 Title _____
 Date _____



**Jobs for the Future (JFF) Terms and Conditions
for Pass-Through Agreement**

These Terms and Conditions shall be read and interpreted in combination with the applicable Attachments and with the Defined Terms Sheet, where variables to this Agreement are defined (Agreement).

This Pass-Through Agreement is entered into as of the **Date of Agreement**, by and between Jobs for the Future, Inc. (JFF), a Connecticut nonprofit corporation having an address at 50 Milk St., 17th Floor, Boston, Massachusetts 02109 and **Subrecipient**, a **Type of Organization** having an address at **Subrecipient's Address**. JFF will support Subrecipient by facilitating communication and activities and by managing overall project implementation through appropriate oversight and fiscal management.

This Agreement specifies the terms and conditions under which JFF will make a subaward to Subrecipient in connection with a grant to JFF as part of the **Project** funded by **Funder Name** (Sponsor). If this is a Federal Pass-Through Agreement, the **Grant CFDA#** shall apply.

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

1. **Period of Performance.** This Agreement shall start on the **Period of Performance Start Date** and shall end no later than the **Period of Performance End Date** (Grant Period) unless the parties agree otherwise.
2. **Scope of Activities.** Subrecipient shall be responsible for delivering the program that is detailed in the Scope of Activities included as **Attachment A** to this Agreement (Activities).
3. **Total Grant Funds.** In support of Subrecipient to complete the Scope of Activities, JFF has authorized to pay Subrecipient an amount not to exceed the **Agreement Total** (Grant Funds).
4. **Reporting and Disbursement.** An estimated budget pertaining to the Grant Funds is included as **Attachment B – Detailed Budget**. The Grant Funds shall be disbursed to Subrecipient as indicated in **Attachment C – Schedule of Disbursements and Reports**. Subrecipient agrees to submit periodic reports and a final report to JFF regarding its expenditure of Grant Funds against the Detailed Budget, based on the Schedule of Disbursements and Reports. All scheduled disbursements after the initial disbursement will be subject to demonstrable progress towards completion of the Scope of Activities.
5. **Use of Grant Funds.** Subrecipient agrees that the Grant Funds will be used exclusively for charitable purposes as described in Section 501(c)(3) of the Internal Revenue Code, and only in support of the Activities and the Detailed Budget. Subrecipient shall notify JFF of any changes to key personnel associated with the project and must receive advance approval from JFF to substitute any other individual to lead the Activities.

Any portion of the Grant Funds unexpended at the completion of the Grant Period shall be returned to JFF unless otherwise determined by JFF.

If **Funding Category** indicates Federal, Certain terms and conditions of the Sponsor award to JFF are applicable to the subrecipient and are incorporated into this agreement as **Attachment D - Prime Flowdown Provisions**.

6. **Prohibited Use of Grant Funds.** Subrecipient agrees to not use any portion of the Grant Funds to any extent for any of the following:
 - a. To participate in any political campaign on behalf of or in opposition to any candidate for public office or to otherwise influence the outcome of any specific public election as described in Section 4945(d)(2) of the Internal Revenue Code;
 - b. For any non-charitable purposes; or
 - c. For the carrying on of propaganda or attempting to influence legislation within the meaning of Internal Revenue Code Sections 501(h), 4945(d)(1) and 4945(e) and related regulations (these provisions include local, state, federal, and foreign legislation), and neither Subrecipient nor JFF has entered into any agreement, oral or written, to the contrary.
7. **Re-granting.** Subrecipient may not subgrant or re-grant any portion of the subaward provided to Subrecipient under this Agreement without JFF's prior written approval. If Subrecipient does so, Subrecipient shall be responsible for monitoring the sub- or re-grantee(s) for compliance with all applicable statutory, regulatory, and program requirements. Subrecipient shall also monitor the sub- or re-grantee(s) for their proper creation and maintenance of Records, including, but not limited to, financial records, participant eligibility, service provision, and outcomes.
8. **Access to Records.** JFF and its duly authorized representatives shall have the right to access and examine and otherwise audit all records, including without limitation any books, documents, or papers of Subrecipient, and of its sub-subgrantees or re-grantees, which are related to this Agreement (Records) and may make excerpts and copies thereof. Subrecipient shall permit reasonable access to its personnel for purposes of interviews and discussions related to such Records. Subrecipient shall also establish a proper accounting system in accordance with Generally Accepted Accounting Principles.
9. **Independent Contractor.** JFF and the Subrecipient shall be, and shall be deemed to be, independent contractors and not agents or employees of the other. Neither JFF nor Subrecipient shall have the authority to make any statement, representation, or commitment of any kind, or to take action which shall be binding on the other, except as may be authorized in writing.
10. **Intellectual Property.** Subrecipient hereby grants to JFF the irrevocable, nonexclusive, worldwide, royalty-free, unrestricted right and license to use all results of the Activities, including all products, reports, data, manuals, pamphlets, articles of any kind, written, recorded, or electronic, prepared by Subrecipient under this Agreement (Materials). Without limitation, JFF may use, copy, modify, create derivative works of, publicly perform, display, and distribute copies of the Materials and any modified Materials for non-commercial purposes.
11. **Termination.** JFF, at its sole option, may terminate this Agreement in writing or withhold payments, or both at any time if, in JFF's judgment, (i) Subrecipient dissolves or fails to operate; (ii) Subrecipient fails to meet reporting requirements of the Agreement, (iii) significant leadership, including any key personnel associated with the project, or other changes occur that JFF believes may threaten the completion of Activities; (iii) Subrecipient materially fails to comply with all the terms and conditions included in this Agreement, including any JFF request for further documents or information, (i) JFF is not satisfied with the quality of Subrecipient's progress towards completing the Activities; or (vii) such action is necessary to comply with the requirements of any law or regulation affecting JFF's responsibilities with respect to this Agreement. If termination occurs prior to the scheduled end date of the Grant Period, Subrecipient shall, upon request by JFF, provide to JFF a full accounting of the receipt and disbursement of Grant Funds and expenditures incurred under the Agreement as of the effective date of termination. Within sixty (60) days after written request by JFF, Subrecipient shall remit all Grant Funds unexpended as of the effective date of termination. A final summary report of project status shall be delivered to JFF on an agreed-upon date between Subrecipient and JFF. Subrecipient agrees that the final report shall provide reporting of expenditure of Grant Funds against the Detailed Budget, and information on work-in-progress—finished or unfinished—and incorporate all data, intermediate products, studies, and reports assembled or prepared by Subrecipient for purposes of this Agreement.
12. **Force Majeure.** JFF is not liable for failure to perform any of its obligations insofar as it can prove (a) that the failure was due to an impediment outside its control, (b) that it could not reasonably be expected to have taken the impediment, and its effects upon its ability to perform, into account at the time of the signing of this agreement; and (c) that it could not reasonably have avoided or overcome it or at least its effects.
13. **Confidentiality.** "Proprietary Information" means nonpublic technical data, knowledge, marketing data or techniques, business plans, and other information that one party (Discloser) considers to be unique, valuable, or otherwise proprietary to it. In performing under this Agreement, it may be necessary for Discloser to provide Proprietary Information to the other party (Receiver). Discloser shall endeavor to identify in writing, by appropriate stamp, legend, notice or otherwise inform Receiver of any Proprietary Information (See Paragraph a. below). Discloser retains all rights in the Proprietary Information and Receiver acquires no rights therein except the right to use it to the extent necessary in connections with the purposes of this Agreement, including the exercise of any rights under Section 8. Receiver shall exercise the same degree of care with respect to the Proprietary Information that it normally exercises to preserve its own information of a like nature, but not less than a reasonable degree of care. To the extent permitted by law, receiver shall restrict disclosure of such Proprietary Information to only those employees, consultants, or agents who have a need to know and who have agreed to terms of use and non-disclosure at least as restrictive as those in this Agreement. The obligations of confidentiality regarding Proprietary Information shall not apply to any information which Receiver can reasonably demonstrate: (a) was in the public domain at the time of receipt or later came into the public domain through no act of Receiver; (b) was in Receivers' written records before its receipt from Discloser; (c) was independently developed as demonstrated by written records; (d) was lawfully disclosed on an unrestricted basis to Receiver by a third party believed to have the right to do so; or (e) is required to be disclosed by governmental or court order; provided that in such case Receiver promptly notifies Discloser and cooperates with it to oppose or limit such order. The obligations of confidentiality and non-use shall survive expiration or termination of this Agreement for any reason. All information, data, and other material, concerning JFF and JFF's clients, donors, programs, projects, finances, operations, plans or proposals, that Subrecipient obtains or produces in the course of its activities hereunder, is JFF Proprietary Information. Subrecipient may not disclose, directly or indirectly, or use in any manner, other than to engage in the activities hereunder, JFF Proprietary Information, to the extent permitted by law. In addition, Subrecipient shall return to JFF any Proprietary Information that has provided to Subrecipient at the earlier of i) such time that JFF requests it; or ii) at the conclusion of the Period of Performance.
14. **Indemnification.** Subrecipient shall defend, indemnify, and hold harmless JFF and its directors, officers, employees and agents, and their respective successors, heirs, and permissible assigns (Indemnitees) against any and all liability, loss, or expense (including reasonable attorneys' fees and expenses of litigation whether incurred in the defense of a third party claim or a claim to enforce this provision), and other damages (Losses) that may be incurred by or imposed upon the Indemnitees, or any of them, in connection with any claim, suit, demand, action, or judgment arising out of the following: (a) any breach by Subrecipient of any representation or warranty made by it; (b)



**Jobs for the Future (JFF) Terms and Conditions
for Pass-Through Agreement**

Subrecipient's failure to perform any obligation in this Agreement; (c) any claim that any part of the Activities infringes or misappropriates the right of any third party; and (d) any subgrant or re-grant of any right or obligation under this Agreement without JFF's prior consent.

JFF shall not be liable for any indirect, consequential, or other damages suffered by Subrecipient, any subgrantee or re-grantee, or any others arising out of or related to this Agreement.

15. Limitation of Liability. In no event shall either party be liable to the other party for any losses or damages incurred during performance of the award or for any incidental, consequential, indirect or punitive damages (including but not limited to lost profits, business revenue, goodwill or anticipated savings), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise and even if advised of the possibility of such damages.

16. Primary Contacts; Notices. The parties designate the individuals identified below as their primary contacts responsible for monitoring the Activities. Either party may change its address by notice to the other party. Any notice, report, consent, or other communication required or permitted to be given hereunder shall be in writing and shall be given by delivering such notice in person, by registered or certified United States mail, recognized overnight delivery service, or by electronic mail, and shall be given when received at the following addresses of the parties hereto:

- if addressed to JFF, notice has been addressed to **JFF Project Lead** at her/his **E-mail Address**.
- if addressed to Contractor, notice has been addressed to **Notice Recipient** at the **Notice Recipient's E-mail Address**.

17. Assignment. Neither this Agreement nor any of the rights or obligations hereunder (or under any document delivered pursuant hereto) may be assigned by Subrecipient without the prior written consent of JFF.

18. Severability. The provisions of this Agreement are severable. If any individual provision is found to be unenforceable, the remainder of the Agreement shall remain in force.

19. Alteration or Waiver. This Agreement may be amended or modified only by a written instrument signed by the parties. No provision of this Agreement may be waived without a written instrument signed by the waiving party.

20. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile or other electronic means shall be deemed the same as originals and shall be effective upon receipt.

21. Conflict of Interest. Subrecipient asserts that to their knowledge, there is no conflict of interest or a cause of action under 48 CFR 52.203-7 Anti-Kickback Procedures involving the subrecipient and further certifies that:

- a. No JFF official or employee or JFF employee's immediate family member has an ownership interest in Subrecipients' company or is deriving personal financial gain from this contract.
- b. No JFF official or employee's immediate family member has an ownership interest in subrecipient's company or is deriving personal financial gain from this contract.
- c. No retired or separated JFF official or employee who has been retired or separated from the organization for less than one (1) year has an ownership interest in subrecipient's company.
- d. No JFF official or employee is contemporaneously employed or prospectively to be employed with the Subrecipient.
- e. Subrecipient has not and will not provide gifts, hospitality, gratuities or monetary amounts of any dollar value to any JFF official, employee, representative or consultant to obtain or maintain a contract.

If subrecipient does have a relationship with a JFF official, employee, an immediate family member of a JFF official or employee, representative or consultant that may be inconsistent with the above, subrecipient agrees to report said conflict to key personnel listed in Section 16 upon execution of contract.

22. Entirety of Agreement. This Agreement with its attachments and references contains the entire understanding between the parties and supersedes any prior understandings, representations, agreements, or arrangements, written or oral, between them concerning the subject matter of this Agreement.

23. Compliance with Law; Governing Law. This Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws, and any action arising under this Agreement must be brought in a court of competent jurisdiction within the State of California.

Attachment A – Scope of Activities

Santa Barbara County Workforce Development Board Workforce Transformation Corps February 21, 2023 through February 28, 2024

Background

In early 2021, with funding and support from the Irvine Foundation, a group of partners that included Make Fast Studio, Jobs for the Future (JFF), Turning Basin Labs, CivicMakers, and the California Workforce Association (Project Partners) set out to explore the degree to which human centered design principles were present in local workforce development boards (LWDBs) across California and the country. The result was the Workforce Transformation Corps (WTC).

Objectives

As a grantee, **Santa Barbara County Workforce Development Board (SBCWDB)** will host a “workforce transformation fellow” within their organization to advance the objectives of the initiative. Fellows will be embedded within organizations for no less than 30 hours a week for a period of 12 months. The collective objective will be to implement human-centered design tools and principles that move towards customer and community-centered strategies to help solve deep structural barriers facing the public workforce system.

Through this collaboration, the fellow and **SBCWDB** will explore and identify current pain points, needs, and opportunities and then apply human-centered design tools and methods to solve problems and expand upon those opportunities within their organization.

The work of the fellows will be guided and mentored by Virginia Hamilton of Make Fast Studio, who will be the primary point of contact and coach for fellows as well as LWDB leadership. Turning Basin Labs will serve as the fellows’ employer of record and will manage all employment processes including administrative and human resources. Turning Basin Labs will make the final determination for all hiring and termination decisions for the fellows. Fellows will be selected through a competitive hiring process and will receive training in design thinking practices specifically customized for the public workforce system before beginning work on-site at **SBCWDB**. With funds provided by the Irvine Foundation and administered through Turning Basin Labs, all fellows who meet the terms of their employment agreement, will be fully compensated throughout the duration of the fellowship. Participating LWDBs will be paired with a fellow who has indicated regional proximity to the LWDB’s service region and has committed to spend no less than one day per week on-site (exact schedule to be negotiated between fellow and LWDB).

SBCWDB will be invited to interview finalists of the fellow selection process and provide feedback prior to hiring.

During the course of their engagement, fellows will work with LWDB leadership, staff, and other stakeholders to identify, clarify, and propose solutions to human-centered design challenges within the host organization.

Fellows will be supported by a learning community that offers structured professional development opportunities for fellows to share experiences and learning across regions. Select staff members from each participating LWDB will also be able to participate in this learning community.

Scope of Activities

SBCWDB will work collaboratively with the project partners to provide the following services during the duration of the project, which will run from February 21st, 2023 through February 28, 2024:

- Commit to working with one fellow who will be embedded within **SBCWDB** for no less than 30 hours a week for a period of 12 months. **SBCWDB** will work collaboratively with this fellow to identify and explore barriers to being more customer-centered, and develop solutions that aim to reduce or eliminate these barriers. **SBCWDB** also commits to regular check-ins with Workforce Transformation Corps project staff, such as Virginia Hamilton, to review progress and troubleshoot any challenges that arise.
- Designate a primary point of contact for grant administration and coordination with WTC project partners.
- Designate a primary point of contact dedicated to working with the fellow during the course of the year to cooperatively:
 - Develop appropriate workplans and project roadmaps
 - Review initiative progress
 - Identify lessons learned
 - Contribute information to publications, participate in learning community events, and attend human-centered design professional development sessions held by project partners.
 - Provide performance feedback and communicate any issues to Turning Basin Labs
- Support fellow's efforts to convene regional or community partners as needed or solicit feedback or guidance from partners as needed to inform project initiatives or deliverables.
- Commit to interviewing finalists of the fellow application process.
- Commitment from **SBCWDB** executive director or CEO to support and help guide the work of the fellow and their capstone project as needed.
- Dedicated work space while the fellow is in the office, and equipment and supplies for the fellow as needed. While we will encourage the fellow to use their own computer equipment the workforce board should be prepared to provide the fellow with a laptop if needed.
- Set up the fellow with workforce board affiliated email address.

Key Personnel:

Executive Director: Luis Servin

Grant Administration: Alma Janabajab

Project Staff (Primary POC): Alma Janabajab, Business Services Strategist, Alma@SBCWDB.org

Budget:

Each LWDB will be provided with a subaward of \$20,000 to help with the implementation of this project. This could be used for additional staff training, consultant support, community meetings, payments to “lived experts” for participation in design sessions, or to offset staff time. A simple budget template will be made available prior to the fellowship engagement period and will require sign off from JFF prior to the grant disbursement.

Attachment B – Detailed Budget

Santa Barbara County Workforce Development Board

Workforce Transformation Corps

February 21, 2023 through February 28, 2024

Budget Line Item	Amount
Administration	\$15,000
Equipment and Materials	\$5,000
TOTAL	\$20,000

Attachment C – Schedule of Disbursements

**Santa Barbara County Workforce Development Board
Workforce Transformation Corps
February 21, 2023 through February 28, 2024**

Milestone # and expected Date	Activity	Amount
Milestone 1: No later than February 15, 2023	Upon submission and approval of initial budget	\$20,000
Total:		\$20,000