

## **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 Foundation for California Community Colleges with an address at 1102 Q Street, Suite 4800, Sacramento, CA 95811 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

**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, Workforce Development Board Executive Director at phone number (805) 614-1543, is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Tim Aldinger at phone number (916) 491-4499 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  
1410 South Broadway, Suite H, Santa Maria, CA 93454  
FAX: (805) 614-1543  
[lservin@countyofsb.org](mailto:lservin@countyofsb.org)

To CONTRACTOR:

Program and Contract Notices:  
Diana Grant-Davie, Senior Specialist, Partner Relations  
Phone: 1-916-272-1020  
Email: [dgrant-davie@foundationccc.org](mailto:dgrant-davie@foundationccc.org) and [careercatalyst@foundationccc.org](mailto:careercatalyst@foundationccc.org)

Invoice and Payment Inquiries:  
Jennifer Keough, Senior Program Accountant  
Email: [careercatalyst@foundationccc.org](mailto:careercatalyst@foundationccc.org)

Workers' Compensation Inquiries:  
Email: [careercatalyst@foundationccc.org](mailto:careercatalyst@foundationccc.org)

Unresolved Issues Requiring Escalation:  
Joshua Modlin, Senior Director, Workforce Development  
Phone: 1-916-203-7639  
Email: [jmodlin@foundationccc.org](mailto:jmodlin@foundationccc.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 **January 27, 2026** and end performance upon completion, but no later than **August 22, 2026** 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 or breach the material terms of this Agreement, 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.
- 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. 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.

**38. 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.

**39. 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.

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

- A. CONTRACTOR is prohibited from obligating or expending loan or grant funds to:
1. Procure or obtain covered telecommunications equipment or services;
  2. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
  3. 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.

#### **41. CONTRACTOR ASSURANCE FOR COMPLIANCE**

CONTRACTOR agrees it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51, et seq., as amended; California Government Code Section 11135-11139.8, as amended; California Government Code Section 12940; California Government Code Section 4450; Title 22, California Code of Regulations Section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, sexual orientation, gender identity, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief, or other applicable protected basis be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and CONTRACTOR gives its assurance that it will immediately take any measures necessary to effectuate this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and CONTRACTOR hereby gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, will be prohibited.

CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized COUNTY, CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, COUNTY and CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.8, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

#### **42. CONFIDENTIAL INFORMATION**

CONTRACTOR shall safeguard confidential information in accordance with applicable law, including Welfare and Institutions Code section 10850, et seq., and California Department of Social Services Manual of Policies and Procedures Division 19.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Foundation for California Community Colleges**.

**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

Signed by:  
By: Sheila de la Guerra  
8B03F3DDF9EE4AA...  
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

Signed by:  
By: Bob Nelson  
9DD6B7A21FC646A...  
Bob Nelson, Chair  
Board of Supervisors  
Date: 1/28/2026 | 12:40 PM PST

**CONTRACTOR:**

Foundation for California Community Colleges

DocuSigned by:  
By: Tim Aldinger  
FB38903BBA194C0...  
Authorized Representative

Name: Tim Aldinger  
Vice President, Workforce and  
Title: Climate Innovation

**CONTRACTOR:**

Foundation for California Community Colleges

Signed by:  
By: Joseph Quintana  
007FFE2270944C5...  
Authorized Representative

Name: Joseph Quintana  
Title: Chief Operating Officer

**RECOMMENDED FOR APPROVAL:**

Social Services

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

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

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

**APPROVED AS TO FORM:**

Greg Milligan, ARM  
Risk Management

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

Signed by:  
By: Marisa Kalin  
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Risk Management

Signed by:  
By: James Muuro  
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Deputy

## EXHIBIT A

### STATEMENT OF WORK

Career Catalyst Services for the Community Connections Corps

#### 1. Background

- 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. CONTRACTOR shall provide to COUNTY the services as set forth in this Statement of Work (the "Services").
- C. COUNTY and CONTRACTOR agree that they are not acting as a joint employer with respect to the Participants that CONTRACTOR may employ as the employer of record, during the period of this

Agreement. As the employer of record, CONTRACTOR shall comply with and be fully responsible and liable for compliance with all applicable laws, regulations, orders, and directives concerning labor and employment of the Participants, including minors. CONTRACTOR shall also comply with all laws, requirements, and rules relating to the WIOA.

## 2. Definitions

For the purposes of this Statement of Work, the term “Participant” shall refer to the individual performing the work that is facilitated by this Agreement, and the term “Work Site” shall refer to the business entity where the Participant will be placed, where Participant will perform their job duties. “Project Operator” shall refer to COUNTY’s designated service provider.

## 3. CONTRACTOR Responsibilities

### A. CONTRACTOR shall:

1. Assume responsibility as the employer of record for the Participants. Participants are considered part-time, temporary (less than 1,000 hours per fiscal year), non-benefit eligible employees of CONTRACTOR. As such, CONTRACTOR cannot provide benefits to Participants (e.g., health insurance), except for legislative benefits required by law, such as California paid sick leave.
2. Be responsible for payment of wages, as reported by COUNTY, through the CONTRACTOR’s payroll, including making the appropriate deductions, withholdings, and premium payments under applicable federal, state, and local laws. If a Participant works in a tip eligible position, CONTRACTOR shall be responsible for withholding and paying appropriate taxes on received tip income reported by Participant on CONTRACTOR’s HRIS platform. COUNTY shall ensure Worksite is responsible for distributing the Participant’s share of eligible tip income directly to Participant, and CONTRACTOR assumes no responsibility for doing so.
3. Be responsible for providing workers’ compensation insurance coverage that covers the Participants, as well as processing and defending all workers’ compensation claims made by Participants.
4. Be responsible for managing and tracking Participant leaves of absences, as may be required by law.
5. If a pre-employment screening is required for the position or requested by COUNTY, including a criminal background check and drug screen, CONTRACTOR shall conduct the screening. In such instances, COUNTY must submit a pre-employment screening request to CONTRACTOR prior to onboarding. For the avoidance of doubt, Participants shall only be subject to pre-employment screening when COUNTY or Worksite employees are also subject to pre-employment screening for the same or similar positions. The costs for a pre-employment screening will be charged to COUNTY as an additional fee. CONTRACTOR cannot accept pre-employment screening records from COUNTY or Worksite in lieu of conducting its own pre-employment screening.
6. CONTRACTOR shall initiate a post-incident drug test for a Participant if COUNTY or Worksite has a reasonable suspicion that a Participant is under the influence in the workplace, provided

that COUNTY and Worksite complies with CONTRACTOR's Drug-Free Workplace Onsite Testing Protocol, which includes providing a completed Appendix A – Reasonable Suspicion Checklist to CONTRACTOR the same day of the incident. The costs for drug testing will be charged to COUNTY as an additional fee. CONTRACTOR cannot initiate a drug test if it is not provided Appendix A on the same day of the incident.

#### **4. Services provided by CONTRACTOR:**

- A. CONTRACTOR shall provide on-boarding assistance as follows:
  - 1. Assist with the coordination and delivery of virtual orientation sessions lead by CONTRACTOR staff member.
  - 2. Serve as single point of contact for new hire paperwork for Participants.
  - 3. Provide streamlined and electronic tools/systems to assist with the on-boarding of Participants.
  - 4. Maintain personnel records of Participants.
  
- B. CONTRACTOR shall address employee relation issues as follows:
  - 1. Respond to all day-to-day employee relations issues and employee/supervisor inquiries regarding CONTRACTOR'S Policies and Procedures related to Career Catalyst Services.
  - 2. Provide coaching, guidance, and legal assistance with employee relations issues (including technical support/training, labor law compliance, workers' compensation management, payroll services, off-boarding, W-2's) to worksite supervisors / manager(s), COUNTY, the COUNTY's designated Project Operator, and Project Operator's legal staff.
  
- C. CONTRACTOR shall provide payroll services as follows:
  - 1. Responsible for management and maintenance of the human resource information system (HRIS) and processing new Participant hires, salary increases, promotions, transfers and terminations of Participants.
  - 2. Creating new account in HRIS, supporting Project Operator's staff and Participants through onboarding process, resolving technical issues and providing login support, auditing new hire information in compliance with labor law (including I-9 audits), pay card issuance and mailing.
  - 3. On-line timekeeping training for Participant, supervisors, and contract manager(s).
  - 4. Generate and provide Participant Hours Worked Report to WDB staff including breakdown of hours and earnings per Participant, per payroll cycle to assist with tracking hours for salary increases (if applicable).
  - 5. Manage, maintain, and troubleshoot on-line payroll system.
  - 6. Provide tax documentation and information (as applicable) to Participant.
  - 7. Process payroll to Participant in accordance with bi-weekly payroll schedule for all hours submitted via online time tracking platform. Payment shall be made at the time of CONTRACTOR's payroll processing, as specified in the Career Catalyst Payroll Calendar.
  
- D. CONTRACTOR shall provide leave management services as follows:
  - 1. Serve as single point of contact for administrative and medical leaves of absence for Participant.
  - 2. Provide Participants and their supervisor with any paperwork necessary for administrative and medical leaves of absence, track time out of the office, facilitate/manage communication between the Participant and supervisor.
  - 3. Serve as the liaison between Participants and Employment Development Department (EDD) for State Disability Insurance (SDI) and Paid Family Leave (PFL) insurance/payments.

- E. Worker's Compensation Claims
  1. Serve as single point of contact for workers compensation claims.
  2. Provide Participant and supervisor with any paperwork necessary for workers compensation claims, track Participant's time out of the office, facilitate communication between the Participant and supervisor.
  3. Serve as the liaison between Participants and insurance carrier for workers compensation insurance/payments.
  
- F. Unemployment
  1. Serve as single point of contact for unemployment claims.
  2. Provide Participant and supervisor with any paperwork necessary to submit unemployment claims.
  3. Serve as the liaison between Participants and EDD for unemployment payments.

**5. Responsibilities of COUNTY:**

- A. COUNTY shall assume the responsibility for the day-to-day control and supervision of Participants and must ensure Project Operator provides Participant with supervision, training, and work assignments in accordance with the work site request and job description.
  
- B. COUNTY shall provide to CONTRACTOR a detailed job description for each Participant prior to onboarding. Prior to onboarding, CONTRACTOR may require COUNTY to complete a Participant Placement Intake Questionnaire ("PPIQ") for job placements in high risk industries and/or job duties that are considered high risk by CONTRACTOR. In such instances, CONTRACTOR may request COUNTY provide additional documentation evidencing COUNTY or Worksite's safety procedures and training protocol to evaluate the placement. CONTRACTOR may, in its sole discretion, deny Participant placements in high risk industries or Participants from engaging in specified job duties where supporting documentation requested is deemed inadequate by CONTRACTOR. PPIQ forms can be found on Career Catalyst Community webpage (Accessible here: [https://foundationccc.my.site.com/CareerCatalyst/s/?language=en\\_US](https://foundationccc.my.site.com/CareerCatalyst/s/?language=en_US))
  
- C. COUNTY shall require Project Operator to visit work site intermittently, but at least on a monthly basis for the purpose of monitoring this Agreement and reviewing Participant progress.
  
- D. COUNTY will submit time sheets electronically if possible; otherwise, COUNTY will require Project Operator to visit the work site to collect timesheets and submit for payroll processing or submit electronically as a preferred process.
  
- E. COUNTY through Project Operator will provide case management services for the Participants, including managing all employment paperwork and on-boarding of Participant.
  
- F. COUNTY or its Project Operator shall allow for monitoring visits by representatives of the CONTRACTOR and shall ensure that work sites will allow for monitoring visits by representatives of the CONTRACTOR should the CONTRACTOR elect to perform an inspection. Inspections shall be performed at CONTRACTOR's own expense, unless the inspection is related to a workplace incident or safety issue at the Participant's worksite or COUNTY request. COUNTY will reimburse the CONTRACTOR for reasonable and actual travel expenses, direct labor time, and material costs.

These costs require prior written authorization from the County and are limited to the funds available in the approved budget.

- G. COUNTY shall require Project Operator to notify CONTRACTOR if any position is subject to or becomes subject to any state, federal or local minimum or prevailing wage requirements, or subject to the terms of a collective bargaining agreement.
- H. COUNTY shall require Project Operator to use the Work Site Agreement Template in Exhibit E, attached to this Agreement and herein incorporated by reference, as its Work Site Agreement with each work site. CONTRACTOR in its sole discretion may deny placement of Participants at any work site, if CONTRACTOR deems the work site to be unsafe or non-compliant with State, Local, or Federal law.
- I. Without the prior written agreement of CONTRACTOR, COUNTY shall require Project Operator to not entrust Participants with the care of unattended premises, or unsupervised custody or control of cash, credit cards, valuables, or other similar property.
- J. COUNTY shall require Project Operator to ensure Participants receive meal and rest breaks in compliance with California Law. COUNTY through Project Operator agrees to accurately track and provide to CONTRACTOR a time record for all hours worked by each Participant on a bi-weekly basis. The time record shall include all of the Participant's start and end times, as well as meal period and rest breaks. COUNTY will be responsible for ensuring Participant's enter and approve accurate timesheets. Billed rates will be increased to reflect overtime hours worked, waiting time penalties, and meal period premiums according to state or local law.
  - 1. COUNTY shall require its Project Operator to notify CONTRACTOR at least 4 days in advance of the Participant's last day of work. COUNTY shall require its Project Operator to also notify CONTRACTOR immediately in the event a Participant voluntarily quits his or her work experience. If COUNTY fails to notify CONTRACTOR in accordance with this term, COUNTY shall be responsible for compensating CONTRACTOR for payments made to Participant for the costs of waiting time penalties, per Labor Code section 203.
  - 2. COUNTY shall be responsible for compensating CONTRACTOR for legally-mandated payments made by CONTRACTOR to Participants as to the following: overtime hours worked, payment of waiting time penalties, meal period premiums, and other statutory penalties pursuant to the applicable local, state, and federal law; and benefits accrued.
- K. COUNTY shall require Project Operator to ensure that Participants who are under the age of 18 do not exceed 8 hours per day or 40 hours per week. If Participants over the age of 18 do exceed 8 hours per day or 40 hours per week, COUNTY will be responsible for payment of overtime to the Participant. COUNTY will ensure that no Participant exceeds 1000 total. This number cannot exceed 1000 hours per Participant per fiscal year (July – June) year, unless classified as a Student Assistant with and approved by CONTRACTOR.
- L. COUNTY shall require Project Operator to provide a detailed job description prior to the start date for each Participant. This will allow CONTRACTOR to apply an accurate Worker's Compensation Rate to be billed to COUNTY.

- M. COUNTY shall require Project Operator to collect and maintain a copy of each work site's Injury and Illness and Prevention Program (IIPP), and shall provide a copy to the CONTRACTOR upon request.
- N. COUNTY shall require Project Operator to collect and maintain a copy of each work site's Certificate of Insurance (COI) for each insurance policy that work site is required to maintain, pursuant to the work site Agreement between Project Operator and work site and shall provide a copy upon request.
- O. COUNTY shall ensure Participants are prohibited from operating any motor vehicle or heavy equipment at any time as part of his or her work or training activities, unless and until COUNTY or Project Operator secures CONTRACTOR's approval and COUNTY and Worksite complete and sign CONTRACTOR's driving standard policy as directed by CONTRACTOR.
- P. COUNTY shall require Project Operator to maintain the confidentiality of any information regarding the Participant or his/her immediate family, which may be obtained through application forms, interviews, reports, or any other source.
- Q. COUNTY shall require Project Operator to ensure that the Participant is exposed to all the customary practices of the WORK SITE and the normal requirements of the job, including the worksite's personnel practices and policies.
- R. In the event COUNTY or Worksite has a reasonable suspicion that a Participant is under the influence in the workplace, COUNTY shall comply with CONTRACTOR's Drug-Free Workplace Onsite Testing Protocol and ensure Worksite provides a completed Appendix A – Reasonable Suspicion Checklist to CONTRACTOR the same day of the incident. COUNTY understands that CONTRACTOR cannot initiate a drug test if it is not provided Appendix A on the same day of the incident.

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

- A. COUNTY shall require that the Project Operator works in coordination with CONTRACTOR to ensure all legally required documents for Participants are provided to CONTRACTOR as follows: (i) Form I-9 must be completed within three business days of Participant's start date, otherwise Participant is prohibited from engaging in any work until the Form I-9 is completed. Failure to complete Form I-9 verification or maintain current documentation may result in immediate termination of Participant's employment. COUNTY, or its designee, will be responsible for verifying Participant right to work documentations as part of the Form I-9 process; and (ii) Valid current work permits for Participants under the age of 18 prior to Participant's start date
- B. COUNTY shall require that the Project Operator ensures that work site provides a drug-free workplace, required by the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).
- C. COUNTY shall require that the Project Operator 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 Participants 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 Project Operator provide the Participant 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 Participant.
- D. COUNTY shall require that the Project Operator 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 Participant. 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.
- E. COUNTY shall require that the Project Operator ensures that work site shall comply with all applicable federal, state, and local orders, advisories, and guidelines on COVID-19 related workplace restrictions and notification obligations, including but not limited to those from the Center for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH), California Division of Occupational Safety and Health of California, local county, or any other applicable government entity.

## **7. Compliance with WIOA**

- A. COUNTY and CONTRACTOR shall comply with WIOA, the "Funding Opportunity Announcement (FOA), statutes, Executive Orders, government-wide regulations, agency regulations, agency policy guidance such as the Training Employment Guidance Letter (TEGL), and the terms outlined in the award document. Such requirements are incorporated herein by reference. (Appendix B Grant Agreement).
- B. COUNTY and CONTRACTOR shall verify work authorization for all participants served by WIOA and related programs named above prior to delivering participant-level services." (TEGL No. 10-23, p. 2.)
- C. COUNTY and CONTRACTOR shall keep copies in case files, proof of authorization to work in the United States....[and]... to update all policies and procedures to conform to these requirements." (TEGL No. 10-23, p. 5.)
- D. COUNTY and CONTRACTOR shall verify work authorization prior to delivering participant-level services" and sets forth how to determine when a service triggers a determination of "participant" status. (TEGL No. 10-23,p. 5.)

## **8. Worker's Compensation and Employment Claims**

- A. COUNTY shall require Project Operator to immediately notify CONTRACTOR of any injury and/or Workers' Compensation Claims related to a Participant.

- B. COUNTY shall require Project Operator to promptly report to CONTRACTOR any claims of harassment, discrimination, and/or claims of any violation of law governing the Participant's employment, including allegations or reports of any irregularities or discrepancies by Participant.
- C. COUNTY shall require Project Operator to notify the CONTRACTOR if a Participant will be allowed to operate any motor vehicle or heavy equipment at any time as part of his/her work/training activities. COUNTY must secure CONTRACTOR's written approval prior to Participant's use of motor vehicles or heavy equipment.

**9. CONTRACTOR Representative**

Human Resources & Payroll Inquiries:

[careercatalyst@foundationccc.org](mailto:careercatalyst@foundationccc.org)

**10. Performance Measures**

- a. CONTRACTOR shall serve 100% of Participants referred, estimated at minimum of 11 Participants, subject to CONTRACTOR's approval of any PPIQ required to be submitted by COUNTY to CONTRACTOR.

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## EXHIBIT B

### PAYMENT ARRANGEMENTS

#### Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$151,362.41** .
- 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. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in Attachment B1 (Schedule of Fees). Invoices submitted for payment that are based upon Attachment B1 must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in EXHIBIT A.
- C. The Agreement is subject to the availability of applicable federal funding from the Department of Labor and/or the State EDD Workforce Services Division. If the Department of Labor and/or the State EDD Workforce Services Division fails to appropriate or otherwise make available sufficient funds to fund contracts, COUNTY or the WDB may terminate and/or reduce funding of this Agreement in full or in part, at any time during the Agreement period. Notwithstanding the foregoing, COUNTY shall be responsible for compensating CONTRACTOR for all services rendered and costs incurred up until termination of the Agreement, as detailed in Exhibit B-1.
- D. Every two weeks, CONTRACTOR shall submit an invoice or certified claim on the County Treasury for the service performed over the period specified to: [DSSAccountspayable@countyofsb.org](mailto:DSSAccountspayable@countyofsb.org).

These invoices or certified claims must cite the assigned Board Contract Number, a Completed Unit Report that includes the service breakdown detailing the number of youth served and costs involved, and a Student Hours Worked Report that includes a breakdown of Participants and hours worked per payroll cycle. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of Attachment B1 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.

- E. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment shall not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- F. Federal Funding Disclosure: This contract is funded by the US Department of Labor Workforce as part of an award totaling \$900,000 (100%) with \$0 (0%) state, local and/or non-federal sources.

**EXHIBIT B-1  
Schedule of Fees**

COUNTY shall pay CONTRACTOR these fees per federal fiscal year based on the total of the following:

<b>PRICING</b>	
<b>Number of Participants</b>	11
<b>Hourly Rate</b>	\$23.12
<b>Total Hours per Participant</b>	405
<b>Wages</b>	\$ 102,999.60
<b>Taxes</b>	\$ 11,329.96
<b>Workers' Compensation*</b>	\$ 12,153.95
<b>Total Wages &amp; Taxes</b>	\$ 126,483.51
<b>18.8% Indirect Rate</b>	\$ 23,778.90
<b>\$100 onboarding fee**</b>	\$ 1,100.00
<b>Program Total</b>	<b>\$ 151,362.41</b>

- A. COUNTY is billed for the Participant’s hourly rate, including any overtime or premium payments owed to the Participant plus employer payroll taxes (Reference in Exhibit B-1 (Schedule of Fees)). The actual percentage for employer tax is determined based upon assigned workers compensation codes. Workers compensation codes are assigned based on worksites and occupations in which Participants will be placed. These worksites are recruited by Project Operator based on Participant’s interests and goals.

The Participant’s estimated hourly pay rate is currently \$23.12. Pursuant to WIOA section 181 (a)(1)(A) individuals participating in a work experience opportunity 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. For individuals with skill sets that do not meet the standard occupational classification qualifications for the position, the wage can be set below the prevailing wage standards but Participants shall earn no less than the California minimum wage.

- B. COUNTY is billed at an estimated 22.8% of total wages cost. This is associated with payroll taxes (which include Federal/State Unemployment, Social Security, MediCare, Employment Training Tax (ETT), and workers compensation costs).
- C. COUNTY is responsible for compensating the CONTRACTOR for any services performed or employee benefit cost (e.g., California paid sick leave) incurred by Participants that are not listed in Exhibit B-1 but are required under local, State and Federal law. Billed rates will be increased to reflect additional costs incurred due to overtime hours worked, payment of waiting time, meal period premiums, and other costs pursuant to applicable local, state, and federal laws.
- D. On-Boarding Fee of \$100 per Participant, which is invoiced at the time of hire. The onboarding fee is billed per Participant upon initiation of a new hire request to cover processing and personnel expenses incurred in the establishment of a new personnel profile within the CONTRACTOR’s HRIS. The onboarding fee covers the costs of creating new account in HRIS, supporting WDB program staff &

Participants through onboarding process, resolving technical issues & providing login support, auditing new hire information in compliance with labor law (including I-9 audits), pay card issuance & mailing.

- E. COUNTY is billed for an indirect cost rate of 18.8% to cover administrative and payroll fees associated with facilitating the Employer of Record Services. The indirect rate is applied to cover administrative personnel costs (program and back-office staff) and payroll processing fees associated with the ongoing facilitation of Employer of Record Services (technical support/training, labor law compliance, workers' compensation management, payroll services, off-boarding, W-2's).
- F. Should a site visit be required for a workers' compensation claim investigation or audit, the COUNTY shall not be billed for any associated costs unless it has provided prior written consent. If approved, the COUNTY will reimburse the CONTRACTOR for reasonable and actual travel expenses, direct labor time, and material costs. These costs require prior written authorization from the County and are limited to the funds available in the approved budget.
- G. COUNTY is responsible for reimbursing the CONTRACTOR at an estimated average of \$34 per screening for Participant's criminal history background checks, live scans, or any other pre-employment screening that is requested by COUNTY or required for the position as specified in this Agreement. Additionally, COUNTY is responsible for reimbursing CONTRACTOR for any drug test costs estimated at \$48 per test, incurred for Participant, as specified under this Agreement.
- H. Budget Variances: DESIGNATED REPRESENTATIVE shall notify CONTRACTOR of any reallocation of the line item amounts without exceeding the total contract amount. In no event shall the overall budget amount be exceeded without a formal written amendment to the Agreement.

## EXHIBIT C

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

#### INDEMNIFICATION

Each party (an “Indemnifying Party”) shall indemnify, defend, protect, hold harmless, and release the other party, its officers, officials, employees and agents, from and against any and all claims, loss, damages, causes of action, liability, costs, or expense (including attorneys’ fees) arising out of any act, omission, or negligence of such Indemnifying Party or its officers, officials, employees, agents, subcontractors, or invitees. This indemnity provision survives the expiration or termination of this Agreement.

#### 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 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 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 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 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 LEP); age; disability; political affiliation or belief; or against any beneficiary of, applicant to, or participant 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 LEP), 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 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.

3. All rights, title, and interests in such work shall be assigned to the State of California.
4. Sub grantee agrees that any and all services rendered and proposals, plans, specifications, designs, drawings, sketches, resource materials, curricula, training materials, renderings, models, reports, or other documents, materials, inventions, processes, and/or trademarks or servicemarks first created, first developed or first produced pursuant to this Agreement (“Work Product”) whether by Sub grantee, or any employees or subcontractors to Subgrantee or its Partner Institutions, shall be assigned to the CWDB/State of California.

**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.

Exhibit E

Career Catalyst Worksite Agreement

This Career Catalyst Worksite Agreement ("Agreement") is entered into between County of Santa Barbara, a County ("Customer"), [Insert Worksite], a [Insert applicable entity: e.g., California State Agency, County, District, corporation, limited liability company] ("Worksite"), and Foundation for California Community Colleges, a California non-profit 501(c)(3) corporation, ("FoundationCCC"), collectively ("Parties"), and describes the roles and responsibilities of the Parties in relation to the placement of Career Catalyst Program Participants ("Participant(s)") at Worksite, in accordance with the Career Catalyst Program Agreement entered into between Customer and FoundationCCC.

Contract Summary

Table with 2 columns: Field Name, Value. Fields include Term of Agreement, Program, Funding Type, and a note about federal or state funding source.

By signing this Agreement, the Parties acknowledge their acceptance of all the terms and conditions in this Agreement, including any attachments.\*

THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

CUSTOMER

By: \_\_\_\_\_
Print Name: \_\_\_\_\_
Title: \_\_\_\_\_
Date: \_\_\_\_\_

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

By: \_\_\_\_\_
Print Name: \_\_\_\_\_
Title: \_\_\_\_\_
Date: \_\_\_\_\_

WORKSITE

By: \_\_\_\_\_
Print Name: \_\_\_\_\_
Title: \_\_\_\_\_
Date: \_\_\_\_\_

\*FoundationCCC's signature above shall be invalid if any revisions are made to this Agreement that are not formally approved and agreed upon in writing by FoundationCCC.

## **BACKGROUND**

The Career Catalyst program is FoundationCCC's employer of record service. Established in 1998, this workforce development program provides comprehensive HR, payroll, and administrative support for work-based learning programs. This allows partner organizations to focus on creating meaningful opportunities for those they seek to serve.

### **1. DEFINITIONS**

The following capitalized terms when used in this Agreement are defined as follows:

**"Participant"** shall refer to the individual participating in the Career Catalyst program who is performing work under the direction and control of the Worksite. Participants are considered part-time, temporary (less than 1,000 hours per fiscal year), non-benefit eligible employees of FoundationCCC.

**"Start Date"** shall refer to the Participants first day of performing any work at the Worksite.

**"Worksite"** shall refer to the agency, business, or workplace where the Participant will be placed and perform their job duties.

**"Worksite Agreement"** shall refer to this Agreement entered into between Customer, Worksite, and FoundationCCC, which sets forth the roles and responsibilities of Customer, Worksite, and FoundationCCC in relation to participation in the Career Catalyst program.

### **2. CUSTOMER RESPONSIBILITIES**

- A. Case Management.** Customer shall provide case management services for the Participants, including managing all employment paperwork and onboarding of Participant.
- B. Timesheets.** Customer shall ensure Worksite submits Participant time sheets, including reporting daily tips (*if applicable*), electronically using FoundationCCC's HRIS platform. Otherwise, Customer will visit the Worksite to collect timesheets and submit to FoundationCCC for payroll processing.
- C. Site Visits.** Customer shall visit Worksite intermittently, at least on a monthly basis, for the purpose of monitoring compliance with this agreement and reviewing Participant progress.
- D. Requesting Pre-employment Screening.** Customer shall submit to FoundationCCC a pre-employment screening request, subject to the requirements in Worksite Responsibilities, Section 4(C) ("Requesting Pre-Employment Screening).

### **3. WORKSITE RESPONSIBILITIES**

- A. Job Assignment.** Worksite agrees to provide all Participant(s), as referenced in Attachment A, with the opportunity to work in the capacity of the job titles(s), as referenced in Attachment A, which will enhance long term employability skills through work exposure (career exploration) and to gain entry level work readiness skills (work maturity) for future employment opportunities. Worksite shall train the Participant in work maturity skills and work readiness skills and in accordance with the agreed upon workplace competencies (See Attachment A, attached hereto and incorporated by reference, for Training Outline). Worksite shall complete and submit to FoundationCCC and Customer a separate Attachment A for each Participant prior to each Participant beginning their work experience.
- B. Onboarding Documentation.** Worksite shall ensure Participants complete all legally required documentation and provide valid documentation to Customer prior to Participant beginning their paid work experience at the Worksite. This includes, without limitation, ensuring Participant completes Form I-9 within three business days of Participant's Start Date. If the Form I-9 is not completed on time, Worksite shall ensure Participant is prohibited from working and understands that Participant may be subject to immediate termination by FoundationCCC.

- C. Requesting Pre-Employment Screening.** If Worksite requires a pre-employment screening for a Participant, including a criminal background check and drug screen, Worksite must inform Customer prior to onboarding and provide any Worksite specific criteria that should be used in the consideration process (e.g., disqualifying criteria). Customer must submit the pre-employment screening request to FoundationCCC prior to onboarding. FoundationCCC, as the employer-of-record, shall conduct pre-employment screening for Participants and cannot accept pre-employment screening records from Worksite in lieu of conducting its own pre-employment screening. For the avoidance of doubt, Participants shall only be subject to pre-employment screening when Worksite employees are also subject to pre-employment screening for the same or similar positions.
- D. Minimum Wage Notification.** Worksite shall be responsible for notifying FoundationCCC if any Participant position is or becomes subject to any local, state, or federal minimum or prevailing wage requirements, or subject to the terms of a collective bargaining agreement.
- E. Participant Supervision.** Worksite shall be responsible for the day-to-day control and supervision of Participant, including providing training and work assignments in accordance with the Participant's job description, as referenced in Attachment A. Worksite shall ensure Participants are not entrusted with the care of unattended premises, or unsupervised custody or control of cash, credit cards, valuables or other similar property, unless approved in advance in writing by FoundationCCC.
- F. Workplace Safety and Training.** As Worksite controls the facilities in which Participants work, Worksite shall be responsible for providing guidance and training to each Participant on all of the following Worksite programs:
- i. Injury and Illness Prevention Program, in accordance with Title 8 of California Code of Regulations.
  - ii. Heat and Illness Prevention Program, in accordance with California Code of Regulations section 3395, if applicable.
  - iii. Worker Protection from Wildfire Smoke Program, in accordance with California Code of Regulations section 5141.1, if applicable.
  - iv. Workplace Violence Prevention Program, in accordance with Labor Code section 6401.9, if applicable.

If required by law for Worksite's employees, Worksite shall similarly document Participant's training completion of the above programs and provide copies to FoundationCCC upon request. Worksite shall cooperate with FoundationCCC's reasonable requests for Worksite's participation in any post incident or related investigation, including, without limitation, providing all relevant documentation necessary to fulfill FoundationCCC's obligations under local, state, or federal law.

Worksite shall provide the Participant with supervision, safety instructions, safety related equipment, and personal protective equipment (PPE) that is required by law and/or is reasonable to protect against injury and/or illness while working at the Worksite. Worksite shall provide the Participant training on the specifications and maintenance of safety related equipment and/or PPE prior to Participant's use. Where special clothing, training, or PPE is provided to the Worksite's employees, the same shall be provided to the Participant. If Worksite uses or stores hazardous chemicals to which Participants may be exposed, Worksite shall ensure it maintains Safety Data Sheets (SDS) and provides information and training to Participants about hazardous chemicals by means of a hazard communication program, in accordance with California Code of Regulations section 5194 and Code of Federal Regulations section 1910.1200.

- G. 1,000-Hour Limitation.** FoundationCCC cannot employ a Participant for more than 1,000-hours per fiscal year (July – June). Worksite shall ensure that no Participant exceeds this 1,000-hour per fiscal year limitation, unless properly classified as a Student Assistant under California law and subject to Customer and FoundationCCC's prior approval.

- i. Incumbent Workers. If a Participant performs work at a Worksite outside of their Career Catalyst employment, Worksite shall notify Customer and FoundationCCC in advance of onboarding. In such instances, Participant may be limited to working less hours during their Career Catalyst employment to ensure compliance with applicable law.

**H. Timekeeping and Meal & Rest Break Compliance.** Worksite shall be responsible for accurately tracking and verifying Participant time records for hours worked on a bi-weekly basis and ensuring Participants enter and approve accurate timesheets, including logging daily tips (*if applicable*), on FoundationCCC's HRIS platform. Worksite shall ensure Participants receive meal and rest breaks in compliance with California law. The time record shall include all of Participant's start and end times, as well as meal periods and rest breaks.

- i. Overtime. Worksite shall ensure Participants do not work more than 8 hours per day or 40 hours per week. If Participants work more than 8 hours per day or 40 hours per week, Worksite is responsible for compensating Customer for payment of overtime to Participants. However, under no circumstances shall Worksite permit Participants under the age of 18 to work overtime.

**I. Notification of Incidents and Complaints.** Worksite shall immediately notify Customer and FoundationCCC of the following: (1) any injury and/or Workers' Compensation claims related to a Participant; and (2) all formal and informal complaints, allegations, accidents, or incidents relating to any Participant or workplace safety violation of which Worksite becomes aware, regardless of the source, including but not limited to, allegations of sexual harassment, discrimination, violations of law, threats or acts of violence, or violation of Worksite policy. Worksite shall cooperate with FoundationCCC's reasonable requests for participation in any post-incident investigation, including but not limited to providing all relevant information and documentation requested.

**J. Prohibition on Motor Vehicles, Heavy Equipment, and Power Tool.** Worksite agrees and shall ensure that Participants are prohibited from operating any motor vehicle, heavy equipment, or power tools without Customer and FoundationCCC's prior written approval. If FoundationCCC approves the use of motor vehicles or heavy equipment, Worksite must complete and sign FoundationCCC's applicable policies (e.g., Driving Standard), as directed by FoundationCCC. If FoundationCCC approves the use of heavy equipment or power tools, Worksite shall ensure Participant receives and completes all necessary training, certification, and safety instruction (including instruction on proper use of Personal Protective Equipment (PPE)) required under applicable California law and regulation, which includes without limitation compliance with all applicable Department of Industrial Relations and Cal-OSHA Safety Orders.

**K. Compliance with Local, State, and Federal Law.** Worksite represents, warrants, and agrees that it shall comply with all local, state, and federal laws and regulations. This includes, but is not limited to the following:

- i. Worksite certifies that Customer and Worksite provide a drug-free workplace, required by the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).
- ii. Worksite shall comply with all applicable state, federal, and local laws and regulations relating a safe and accessible work environment, including but not limited to federal and California Occupational Safety and Health Administration ("OSHA" and "CalOSHA") laws and regulations, including the recording of workplace injuries on Worksite's OSHA 300 logs, and any other regulation, order, or guidelines from the California Department of Public Health, local county, or any other government entity with jurisdiction over the Customer or Worksite.
- iii. Worksite and Customer 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 Age Discrimination in Employment Act, the Americans with Disabilities Act, Workforce Innovation and Opportunity Act ("WIOA"), and all other local, state, and federal laws regulations governing the hiring or employment of Participant.

**L. Site Visits.** Worksite shall allow for monitoring visits by representatives of Customer and FoundationCCC.

**M. Participant Offboarding.** Prior to initiating an offboarding of a Participant and to ensure FoundationCCC can provide timely payment of Participant's final wages under the Labor Code, Worksite shall submit to Customer and FoundationCCC a written offboarding request as follows:

- i. Worksite shall submit an offboarding request at least 4 business days in advance of Participant's requested last day of work, which includes when a Participant completes their work experience.
- ii. Worksite shall notify Customer and FoundationCCC immediately in writing if a Participant voluntarily quits their work experience.

If Worksite fails to notify Customer and FoundationCCC in accordance with the above timeline, Worksite shall be responsible for compensating Customer for payments made to Participants for the costs of waiting time penalties, per Labor Code section 203.

**N. Alcohol and Tobacco Products.** Worksite shall ensure that Participants under the age of 21 will not have access to, distribute, sell, or serve alcohol or tobacco products. For Participants over the age of 21, Worksite shall ensure the individual receives proper training for selling, pouring, and distributing alcohol and tobacco products. Violation of this clause will result in termination of this Agreement.

**O. Sex Offender Notice.** Worksite shall inform Customer and FoundationCCC immediately if they *become aware* that there is an employee or other person at the Worksite that Participant may come into contact with that is listed as a Registered Sex Offender.

**P. Tip Payments.** If Participants are working in a tip eligible position, Worksite is solely responsible for paying all daily tips directly to Participants at the time they are received. FoundationCCC assumes no responsibility for Worksite's noncompliance with this clause.

**Q. Remote Work.** If Participants will be working remotely (fully remote or hybrid), Worksite shall abide by and sign FoundationCCC's Career Catalyst Telework Policy. Worksite understands and agrees that Participants working remotely are entitled to be paid the local minimum wage applicable to the locality where they are performing work (e.g., their home address). If Participants are working in a hybrid role, Worksite understands and agrees that FoundationCCC will apply the higher rate between the local minimum wage applicable to the Worksite location and the locality where the Participant is performing remote work.

**R. Post-Incident/Reasonable Suspicion Drug Testing.** In the event Worksite has a reasonable suspicion that a Participant is under the influence in the workplace, Worksite shall comply with FoundationCCC's Drug-Free Workplace Onsite Testing Protocol and provide a completed Appendix A – Reasonable Suspicion Checklist to FoundationCCC the same day of the incident. Worksite understands that FoundationCCC cannot initiate a drug test if it is not provided Appendix A on the same day of the incident.

#### **4. FOUNDATIONCCC RESPONSIBILITIES**

FoundationCCC shall serve as the employer-of-record for Participants and shall provide all services as outlined in the Career Catalyst Program Agreement entered into between Customer and FoundationCCC. As it relates to this Worksite Agreement, FoundationCCC shall be responsible for the following:

**A. Payroll.** FoundationCCC shall be responsible for payment of wages to Participants for all hours reported on Participant's timesheet at the time of payroll processing.

- i. Tax Withholding on Tips. If a Participant works in a tip eligible position, FoundationCCC shall be responsible for withholding and paying appropriate taxes on all daily tips reported by Participant on FoundationCCC's HRIS platform. Worksite is responsible for paying daily tips directly to Participant, and FoundationCCC assumes no responsibility for doing so.

- B. Workers' Compensation.** FoundationCCC shall provide workers' compensation coverage for Participants.
- C. Pre-Employment Screening.** If a pre-employment screening is required for the position or requested by Worksite, including a criminal background check and drug screen, FoundationCCC shall conduct the screening. In such instances, Customer must submit a pre-employment screening request to FoundationCCC prior to onboarding. For the avoidance of doubt, Participants shall only be subject to pre-employment screening when Worksite employees are also subject to pre-employment screening for the same or similar positions. FoundationCCC cannot accept pre-employment screening records from Customer or Worksite in lieu of conducting its own pre-employment screening.

## 5. TERM AND TERMINATION

- A. Term.** This Term of this Agreement is from January 27, 2026 through August 22, 2026 ("Term"), in alignment with the Career Catalyst Program Agreement entered into between Customer and FoundationCCC. However, this Term in no way alters the employment term specified in each Participant's Attachment A.
- B. Termination for Convenience.** Customer or FoundationCCC may, in their sole discretion, immediately terminate this Agreement for any reason, without penalty, and require removal of the Participant from the Worksite if determined to be in the Participant's or Customer's best interest. Worksite may terminate this Agreement for any reason, without penalty, upon 15 days written notice to Customer.
- C. Termination 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 Customer governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then Customer will notify FoundationCCC of such occurrence and Customer 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, Customer shall have no obligation to make payments with regard to the remainder of the term.
- D. Procedures at Termination.** Worksite must cease or reduce work immediately upon receiving the notice of termination or as required by the written notice and take all steps possible to mitigate losses.

## 6. INSURANCE AND INDEMNIFICATION

- A. Insurance.** Worksite shall maintain insurance as listed below. Coverages required will not limit any liability of Worksite and will include all of the following:
  - i. Commercial General Liability Insurance with a combined single limit of no less than \$1 million per occurrence. This policy shall name FoundationCCC, its directors, officers, and employees as Additional Insureds.
  - ii. Workers' Compensation Insurance, for Worksite's employees only (not Participants), as required under the Workers' Compensation and Safety Act of the State of California.
- B. Mutual Indemnification.**
  - i. To the extent permitted by law, FoundationCCC shall be liable for and shall indemnify, defend, and hold Worksite harmless against any costs, expenses, claims, suits, judgments, loss or damage (including

reasonable attorneys' fees) arising from the fault or negligence of FoundationCCC, its officers, employees (excluding Participants), agents, subcontractors and representatives, in performance of the Services under this Agreement.

- ii. To the extent permitted by law, Worksite shall be liable for and shall indemnify, defend, and hold FoundationCCC, its directors, officers, employees, and agents ("FoundationCCC Indemnitees") harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from the fault or negligence of Worksite, their officers, employees, agents, subcontractors and representatives, or by Worksite's breach of this Agreement. Worksite further agrees, notwithstanding any indemnification obligation under subsection (i) above, to defend, indemnify and hold FoundationCCC Indemnitees harmless against any and all claims, losses, and liabilities that arise from (1) the acts or omissions of Participants taken at Worksite's direction or Worksite's failure to supervise any Participant in accordance with its obligations under this Agreement, and (2) use of any motor vehicle, regardless of ownership, by any Participant.

**7. NOTICES**

All notices and other communications required or permitted to be given under this Agreement shall be given in writing and shall be deemed given when emailed or actually delivered physically to the addresses specified below:

PARTY	CONTACT
<b>Worksite Physical Address – please include the suite number if applicable</b> Address Address	<b><u>(Please provide 2 contacts):</u></b> Name, Title Phone: Phone Email: Email  Name, Title Phone: Phone Email: Email
<b>Customer</b> Address: 1410 S. Broadway, Suite H, Santa Maria, CA 93454  Address: 1410 S. Broadway, Suite H, Santa Maria, CA 93454 Address	<b><u>(Please provide 2 contacts):</u></b> <b>Name, Title:</b> Luis Servin, Executive Director <b>Phone: Phone:</b> (805) 614-1543 <b>Email: Email:</b> lservin@countyofsb.org  <b>Name, Title:</b> Alyssa Stovall, Operations Manager <b>Phone: Phone:</b> (805) 287-340 <b>Email: Email:</b> Alyssa@sbcwdb.org
<b>FoundationCCC</b> 1102 Q Street Suite, 4800 Sacramento, CA 95811	<b><u>Program and Contract Notices</u></b> Workforce Development 916-498-6723 <a href="mailto:careercatalyst@foundationccc.org">careercatalyst@foundationccc.org</a>

**8. GENERAL TERMS AND CONDITIONS**

- A. Captions and Interpretation.** Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. Paragraph headings shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.

- B. Assignment and Delegation.** This Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party; however, either party will have the right to assign its rights and obligations under this Agreement in connection with a merger, acquisition, or sale transfer of substantially all of its assets. Any assignment not in accordance with this paragraph is void.
- C. Debarment and/or Suspension.** Worksite shall comply with Executive Order 12549, Debarment and Suspension. Worksite represents and warrants that Worksite is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency or any California state department or agency.
- D. Entire Agreement.** This Agreement constitutes the entire, complete, final and exclusive Agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between the parties regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this Agreement are hereby deemed rejected by FoundationCCC and shall not be of any effect or in any way binding upon FoundationCCC. To the extent that the terms and conditions of this Agreement conflict with, or are in any way inconsistent with, the terms and conditions of any exhibit hereto, the terms and conditions of this Agreement will prevail.
- E. Modification of Agreement.** This Agreement may be modified only by a written Agreement dated subsequent to this Agreement and signed by authorized representatives of each party. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
- F. Governing Law; Venue.** This Agreement is made under and will be governed by and construed in accordance with the laws of the State of California.
- G. Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
- H. Construction of Agreement.** Both parties have participated in the negotiation and drafting of this Agreement. Therefore, the terms and conditions of this Agreement shall not be construed against either party as the drafting party.
- I. Confidentiality.** To the extent permitted by law, Worksite shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in Worksite's assigned duties and for the benefit of FoundationCCC, any of FoundationCCC's or Participant's Confidential Information, either during or after Worksite's relationship with FoundationCCC, including without limitation information about Participants that may be obtained through application forms, interviews, reports, or any other source. Subject to applicable local, state, and federal law. Confidential Information is to be broadly defined, and includes but may not be limited to all information that has or could have commercial value or other utility in the business in which FoundationCCC is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of FoundationCCC, whether or not such information is identified as Confidential Information by FoundationCCC. This paragraph shall survive the expiration or early termination of this Agreement.
- J. Execution of this Agreement.** The Parties agree that this Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Agreement.
- K. Authority to Bind.** The parties each represent and warrant that the signatories below are authorized to sign this Agreement on behalf of themselves or the party on whose behalf they execute this Agreement.

- L. Severability.** If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve, as nearly as possible, the same economic effect as the original provision and the remainder of this Agreement will remain in full force and effect.
- M. Non-waiver.** The failure of either FoundationCCC or Customer, whether purposeful or otherwise, to exercise in any instance any right, power or privilege (including but not limited to waiver) under this Agreement or under law of this Agreement shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by FoundationCCC must be in writing.
- N. Relationship of the Parties.** Both parties are independent parties and this Agreement will not establish any relationship of partnership, joint venture, employment, agency or otherwise. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided in this Agreement.
- i. Finding of Joint Employment. In the event there is a finding by an applicable court of law that a joint-employment relationship exists between FoundationCCC and Worksite, both parties agree that they shall work collaboratively to ensure compliance with all legal obligations, which includes but is not limited to pension enrollment, employer / employee contributions, and defense / indemnity of any claims, administrative actions, litigation, or other proceedings related to pension and fringe benefit obligations.
- O. Force Majeure.** FoundationCCC or Customer shall not be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of Services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, terrorism, war, strikes, labor disputes, pandemic, quarantine, global or local health emergencies, or any similar cause beyond the reasonable control of FoundationCCC or Customer.
- P. Waiver and Modifications.** No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.
- Q. Retention of all Required Records.** Worksite and Customer agree to the retention of all required records, as per 29 CFR 95.53, for no less than 3 years following the completion of this agreement.

**ATTACHMENT A TO WORKSITE AGREEMENT**

**Participant Form Addendum**

To be completed for each participant as an addendum to the Agreement.

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**Employer Name & Address:** Foundation for California Community Colleges\_  
1102 Q Street, Suite 4800, Sacramento, CA 95811

**Worksite:** \_\_\_\_\_ **Worksite Department:** \_\_\_\_\_

**Worksite Address at which Participant will be placed (include suite number):**

\_\_\_\_\_

Customer: \_\_\_\_\_ Date: \_\_\_\_\_

Program Name: \_\_\_\_\_

Participant Name: \_\_\_\_\_

Position Title/Classification: \_\_\_\_\_

Worksite Supervisor Name: \_\_\_\_\_

Worksite Supervisor Contact Information (email and/or phone number): \_\_\_\_\_

Participant's Term of Employment: \_\_\_\_\_ to \_\_\_\_\_

Rate of compensation: \$ \_\_\_\_\_ per hour

**Work Hours:** The Participants working hours during the Term of employment shall not exceed:  
Maximum hours per week: \_\_\_\_\_ Maximum total hours for the Term of employment: \_\_\_\_\_

*Detailed Job Description & Job Title attached Separately. (Check Box, If Applicable)*

If a detailed job description and title is not attached, please complete the questions below. If this is attached, you do not need to complete these questions.

**Job Duties and Qualifications:**

Purpose/Role of Position:

Duties/Responsibilities & Relationship to Position:

General Qualifications:

Specific Qualifications:

## **ATTACHMENT B TO WORKSITE AGREEMENT – SPECIAL TERMS & CONDITIONS**

### WIOA Terms and Conditions

1. Worksite shall comply with the requirements of the Workforce Innovation and Opportunity Act (“WIOA”). If the regulations promulgated pursuant to WIOA are amended or revised, Worksite shall comply with them or will notify Customer in writing within 30 days after promulgation of the amendments or revision that it cannot so conform.

2. Participant shall not be employed in the construction, operation, or maintenance of any facility that is used or to be used for sectarian instruction, or as a place of religious worship.

3. Worksite shall not allow a Participant to work at the Worksite if experiencing abnormal labor conditions such as strikes, lockouts, or layoffs and the work experience Participant will dislocate or affect employment or promotional opportunities for the Worksite’s current or laid-off employees.

4. Worksite and/or the Participant shall not be involved in training activities, which assist, promote, or deter union organization.

Appendix A  
Drug-Free Workplace Onsite Testing Protocol



# Drug-Free Workplace Onsite Testing Protocol

FoundationCCC is committed to maintaining a drug-free work environment for its employees in compliance with applicable law and FoundationCCC policies and contracts. In accordance with our Drug-Free Workplace Policy, FoundationCCC administers (i) pre-employment drug testing for certain positions due to their job responsibilities (e.g., BAR staff due to operation of motor vehicles), and (ii) post incident drug testing if FoundationCCC has a reasonable suspicion that an employee is under the influence in the workplace.<sup>1</sup> In both instances, FoundationCCC administers such tests in strict compliance with applicable federal and state law (e.g., limiting testing for marijuana to current impairment in the workplace). When administering these tests, FoundationCCC management shall comply with the following onsite protocol.

## Supervisor Documentation

A supervisor must document specific, objective observations of impairment using a Reasonable Suspicion Checklist (see Appendix A). Another supervisor, if available, should confirm the observations before proceeding with testing. Supervisors are encouraged to contact Human Resources (HR) immediately if they have any questions or concerns about filling out the Reasonable Suspicion Checklist.

## Employee Notification & Transport

The supervisor must immediately notify HR of the incident so that HR can initiate the testing process. After notifying HR, the supervisor should privately inform the employee of the concern, the requirement to submit to testing, and direct the employee to remain on site. If the employee refuses, the supervisor should inform the employee that they may be subject to disciplinary action, up to and including termination, as specified in FoundationCCC's Drug-Free Workplace Policy. The employee will not be allowed to drive themselves to the testing facility. The supervisor, in coordination with HR, will arrange safe transport for the employee to the testing facility.

## Testing Method and Facility

A certified third-party testing provider will conduct the test using an approved method in accordance with applicable law and FoundationCCC policy. All test results will be kept confidential and only shared with authorized personnel.

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<sup>1</sup> See Policies and Procedures Manual, Appendix A (“Drug Free Workplace Policy”)



## Results & Consequences

Based on the results, consequences shall be assessed by Human Resources as follows:

- Negative Test Result: The employee may return to work.
- Positive Test Result: The employee may face disciplinary action, up to and including termination, and/or be referred to an Employee Assistance Program (EAP).
- Refusal to Test: Considered a violation of FoundationCCC policy and may result in discipline, up to and including termination.



APPENDIX A – REASONABLE SUSPICION CHECKLIST

**Date of Incident:** \_\_\_\_\_

**Name of Employee:** \_\_\_\_\_

**Worksite Location:** \_\_\_\_\_

On the Date of Incident, I, the undersigned supervisor, reasonably suspected Employee was under the influence of drugs or alcohol (i) based on observable behavior, or (ii) because Employee as involved in a workplace accident or safety incident that caused injury or damage. The employee showed physical signs of impairment, including but not limited to (*check all that apply*):

- Slurred speech.
- Impaired coordination or balance.
- Smell of alcohol or drugs.
- Erratic or unsafe behavior.
- Unusual drowsiness or hyperactivity.
- Other.

*If other, please specify:*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**Supervisor Name**

\_\_\_\_\_  
**Supervisor Signature**

\_\_\_\_\_  
**Date**

Appendix B  
Grant Agreement



*Gavin Newsom, Governor*  
*California Labor and Workforce Development Agency*



October 2, 2024

Luis Servin, Director  
County of Santa Barbara  
234 Camino Del Remedio  
Santa Barbara, CA 93110

RE: WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) SUBGRANT AGREEMENT AA511028.

Dear Mr. Luis Servin,

Enclosed is a copy of modification number two of your subgrant agreement. The purpose of this modification is to incorporate National Dislocated Worker Grant funding and original exhibits to the 2024 Severe Winter Storms Disaster Recovery project in grant code 1296. The term of these funds is August 23, 2024, to August 22, 2026.

If you have any questions, please contact your Project Manager.

Sincerely,

/s/Maria McNamara  
Manager  
Financial Management Unit

cc: Louella Garcia, Project Manager

Enclosure

WIOA SUBGRANT AGREEMENT

County of Santa Barbara

SUBGRANT NO: AA511028  
 MODIFICATION NO: 2  
 SUBRECIPIENT CODE: SBA  
 UNIQUE ENTITY NO:  
 INDIRECT COST RATE: 32.33%

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

SUBRECIPIENT: County of Santa Barbara  
 234 CAMINO DEL REMEDIO  
 SANTA BARBARA, CA 93110

GOVERNMENTAL  
 ENTITY: Yes

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

Funding Detail Chart	
2024 Severe Winter Storms DR NDWG	
1296 Other Exhibit	Exhibit A, 1 pages
1296 Other Exhibit	Exhibit B, 1 pages
1296 Other Exhibit	Exhibit B1, 1 pages
1296 Other Exhibit	Exhibit C, 3 pages
1296 Project Workplan	Exhibit D, 1 pages
1296 Other Exhibit	Exhibit E, 1 pages
1296 Other Exhibit	Exhibit F, 1 pages

ALLOCATION(s) The Pass-through Entity agrees to reimburse the Subrecipient not to exceed the amount listed hereinafter 'TOTAL'	PRIOR AMOUNT INCREASE/DECREASE: TOTAL:	\$1,876,163.00 \$400,000.00 \$2,276,163.00
TERM OF AGREEMENT From:4/1/2024 To: 8/22/2026	Terms of Exhibits are as designated on each exhibit	
PURPOSE: The purpose of this modification is to incorporate National Dislocated Worker Grant funding and original exhibits to the 2024 Severe Winter Storms Disaster Recovery project in grant code 1296.		
APPROVED FOR PASS-THROUGH ENTITY(EDD) (By Signature)  <i>Maria McNamara for</i>	APPROVED FOR SUBRECIPIENT (By Signature) Unilateral modification. Subrecipient Signature not required	
Name and Title KIMBERLEE MEYER CHIEF CENTRAL OFFICE WORKFORCE SERVICES DIVISION	Name and Title	

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

*Sheenal Chand*

Signature of EDD Accounting Officer

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

Budget item: 7100

Fund: 0869

Budgetary Attachment: Yes

Chapter:

Statute: 2024

FY: 24/25

SUBGRANT AGREEMENT  
FUNDING DETAIL SHEET

SUBGRANT NO:AA511028  
MODIFICATION NO:2

County of Santa Barbara

I. Allocation

Funding Source	Prior Amount	Increase	Decrease	Adjusted Allocation
<b>WIA/WIOA 25% - Dislocated Worker Rapid Response</b>				
96215 292 Rapid Response Layoff Aversion 07/01/2024 to 06/30/2026 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$9,241.00	\$0.00	\$0.00	\$9,241.00
96215 540 Rapid Response by Formula 07/01/2024 to 06/30/2026 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$31,422.00	\$0.00	\$0.00	\$31,422.00
<b>Total WIA/WIOA 25% - Dislocated Worker Rapid Response</b>	<b>\$40,663.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$40,663.00</b>
<b>WIA/WIOA Formula</b>				
96155 201 Adult Formula RD 1 07/01/2024 to 06/30/2026 Prog/Element 61/90 Ref 101 Fed Catlg 17.258	\$194,079.00	\$0.00	\$0.00	\$194,079.00
96105 301 Youth Formula Rd 1 04/01/2024 to 06/30/2026 Prog/Element 61/90 Ref 101 Fed Catlg 17.259	\$1,439,935.00	\$0.00	\$0.00	\$1,439,935.00
96205 501 Dislocated Worker Rd 1 07/01/2024 to 06/30/2026 Prog/Element 61/90 Ref 101 Fed Catlg 17.278	\$201,486.00	\$0.00	\$0.00	\$201,486.00
<b>Total WIA/WIOA Formula</b>	<b>\$1,835,500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,835,500.00</b>
<b>WIA/WIOA National Emergency Grant</b>				
97555 1296 2024 Severe Winter Storms DR NDWG 08/23/2024 to 08/22/2026 Prog/Element 62/10 Ref 001 Fed Catlg 17.277	\$0.00	\$400,000.00	\$0.00	\$400,000.00
<b>Total WIA/WIOA National Emergency Grant</b>	<b>\$0.00</b>	<b>\$400,000.00</b>	<b>\$0.00</b>	<b>\$400,000.00</b>
<b>Grand Total:</b>	<b>\$1,876,163.00</b>	<b>\$400,000.00</b>	<b>\$0.00</b>	<b>\$2,276,163.00</b>

NARRATIVE

SUBGRANT NO:AA511028  
MODIFICATION NO: 2

SUBRECIPIENT:County of Santa Barbara  
FAIN NO: 24A60DW000033  
FEDERAL AWARD DATE:  
FUNDING SOURCE: 2024 Severe Winter Storms DR NDWG - 1296

TERM OF THESE FUNDS: 08/23/2024 - 08/22/2026

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

PROGRAM NARRATIVE

The purpose of this modification is to incorporate original exhibits and the National Dislocated Worker Grant funding to the 2024 Severe Winter Storms Disaster Recovery project in grant code 1296. The term of these funds is August 23, 2024, to August 22, 2026. Note: By accepting these funds, you agree to all of the Terms and Conditions issued by the Department of Labor for the 2024 Severe Winter Storms Disaster Recovery National Dislocated Worker Grant (NDWG). The Terms and Conditions are included in the transmission of this modification.

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

WIOA (2015)

## 2024 Severe Winter Storms DR NDWG - 1<sup>st</sup> Increment

### Exhibit A - Summary of Costs

#### Santa Barbara County WDB

Complete the requested Project Operator (PO) information below.

All costs in Exhibit A are auto-populated from Exhibits B and C.

Shaded cells throughout the exhibit package do not require entries.

Only whole number entries are permitted, with the exception of the hourly rate of participant wages in Exhibit B.

<b>Project Operator Name</b>		Santa Barbara County WDB		<b>Project Operator Code</b>		SBA	
<b>Prepared By</b>		Luis Servin		<b>Date Completed</b>		9/16/2024	
<b>EDD Approved by</b>		Louella Garcia		<b>EDD Approval Date</b>		9/16/2024	
Line Item				Temporary Jobs			
Line #	Description	Administrative Costs		Program Costs			
Participant Costs							
1	Career Services						
2	Training Services						
3	a. Participant Wages			\$		148,475	
	b. Participant Fringe Benefits			\$		26,726	
4	Supportive Services			\$		23,645	
<b>Total Participant Costs (Exhibit B)</b>						<b>\$</b>	<b>198,846</b>
Operator Costs							
5	a. Staff Salaries	\$	2,660	\$		24,604	
	b. Staff Fringe Benefits	\$	1,509	\$		14,649	
6	Staff Travel	\$	-	\$		-	
7	Staff Communications	\$	-	\$		-	
8	Facilities	\$	-	\$		-	
9	Supplies	\$	-	\$		-	
10	Admin and Program Other Costs	\$	-	\$		-	
11	Program Equipment			\$		-	
12	Subrecipient			\$		144,578	
13	Contractor			\$		-	
14	Indirect Costs	\$	475	\$		12,679	
<b>Total Operator Costs (Exhibit C)</b>				<b>\$</b>	<b>4,644</b>	<b>\$</b>	<b>196,510</b>
<b>Subtotal Costs</b>				<b>\$</b>	<b>4,644</b>	<b>\$</b>	<b>395,356</b>
<b>Total Costs</b>				<b>\$</b>		<b>\$</b>	<b>400,000</b>
<b>Allowable 10% Admin Cost Cap</b>				<b>\$</b>	<b>40,000</b>		
<i>For EDD Reference:</i>		<i>Award Amounts</i>		<i>Planned Participants</i>		<i>Cost Per Participant</i>	
Original Request	\$	900,000		25	\$	36,000	
1st Increment	\$	400,000		11	\$	36,364	
2nd Increment	\$	-		0	\$	-	



**2024 Severe Winter Storms DR NDWG - 1st Increment**

**Exhibit B1 - Participant Fringe Benefits**

**Santa Barbara County WDB**

List the fringe benefits for each job title (auto-populated from Exhibit B/Line 3), provide the cost breakdown of each benefit per participant or by job title. NDWG participants are excluded from Unemployment Insurance (UI), Employment Training Tax (ETT), and State Disability Insurance (SDI) and are not allowable costs. Please include a copy of the entire Workers Compensation (WC) policy when submitting the exhibit package.

**Temporary Jobs**

Participant Job Title	Breakout of Fringe Benefits	Fringe Benefit Cost per Job Title	Fringe Benefit Cost by Job Title and Per Participant (Exhibit B)	
			By Job Title	Per Participant
Maintenance Worker Apprentice	Health Insurance (Medical, Dental and Vision)	\$ -		
	Workers' Compensation Insurance	\$ 13,289		
	FICA Tax	\$ 11,358	\$	
	Paid Time Off, Sick, Vacation	\$ 2,079	\$ 26,726	\$ 2,430
	Other (if any, list here)	\$ -		
	<b>Total Cost</b>	<b>\$ 26,726</b>		
0	Health Insurance (Medical, Dental and Vision)	\$ -		
	Workers' Compensation Insurance	\$ -		
	FICA Tax	\$ -	\$	
	Paid Time Off, Sick, Vacation	\$ -	\$ -	\$ -
	Other (if any, list here)	\$ -		
	<b>Total Cost</b>	<b>\$ -</b>		
0	Health Insurance (Medical, Dental and Vision)	\$ -		
	Workers' Compensation Insurance	\$ -		
	FICA Tax	\$ -	\$	
	Paid Time Off, Sick, Vacation	\$ -	\$ -	\$ -
	Other (if any, list here)	\$ -		
	<b>Total Cost</b>	<b>\$ -</b>		
0	Health Insurance (Medical, Dental and Vision)	\$ -		
	Workers' Compensation Insurance	\$ -		
	FICA Tax	\$ -	\$	
	Paid Time Off, Sick, Vacation	\$ -	\$ -	\$ -
	Other (if any, list here)	\$ -		
	<b>Total Cost</b>	<b>\$ -</b>		
0	Health Insurance (Medical, Dental and Vision)	\$ -		
	Workers' Compensation Insurance	\$ -		
	FICA Tax	\$ -	\$	
	Paid Time Off, Sick, Vacation	\$ -	\$ -	\$ -
	Other (if any, list here)	\$ -		
	<b>Total Cost</b>	<b>\$ -</b>		
0	Health Insurance (Medical, Dental and Vision)	\$ -		
	Workers' Compensation Insurance	\$ -		
	FICA Tax	\$ -	\$	
	Paid Time Off, Sick, Vacation	\$ -	\$ -	\$ -
	Other (if any, list here)	\$ -		
	<b>Total Cost</b>	<b>\$ -</b>		
0	Health Insurance (Medical, Dental and Vision)	\$ -		
	Workers' Compensation Insurance	\$ -		
	FICA Tax	\$ -	\$	
	Paid Time Off, Sick, Vacation	\$ -	\$ -	\$ -
	Other (if any, list here)	\$ -		
	<b>Total Cost</b>	<b>\$ -</b>		
0	Health Insurance (Medical, Dental and Vision)	\$ -		
	Workers' Compensation Insurance	\$ -		
	FICA Tax	\$ -	\$	
	Paid Time Off, Sick, Vacation	\$ -	\$ -	\$ -
	Other (if any, list here)	\$ -		
	<b>Total Cost</b>	<b>\$ -</b>		

**2024 Severe Winter Storms DR NDWG - 1st Increment**

**Exhibit C - Operator Costs  
Santa Barbara County WDB**

**Temporary Jobs**

**5. PO Staff Salaries** - Complete with the information of each listed Administrative and Program Staff to be charged to this grant.

ADMINISTRATIVE - Staff Job Title	# of Months Working on Project	% of FTE Applied	Monthly Salary	Monthly Fringe Benefits*	Total Salary Applied	Total Fringe Benefits Applied	Total Salary + Fringe Benefits Applied
Accountant I	12	3.0%	\$ 7,388	\$ 4,191	\$ 2,660	\$ 1,509	\$ 4,169
	0	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
	0	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
	0	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
	0	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Administrative Staff Salaries</b>					<b>\$ 2,660</b>	<b>\$ 1,509</b>	<b>\$ 4,169</b>
PROGRAM - Staff Job Title	# of Months Working on Project	% of FTE Applied	Monthly Salary	Monthly Fringe Benefits*	Total Salary Applied	Total Fringe Benefits Applied	Total Salary + Fringe Benefits Applied
Program Coordinator	12	25.0%	\$ 6,954	\$ 4,155	\$ 20,862	\$ 12,465	\$ 33,327
Executive Director	12	2.5%	\$ 12,471	\$ 7,280	\$ 3,742	\$ 2,184	\$ 5,926
	0	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
	0	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
	0	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Program Staff Salaries</b>					<b>\$ 24,604</b>	<b>\$ 14,649</b>	<b>\$ 39,253</b>
<b>TOTAL STAFF SALARIES</b>					<b>\$ 27,264</b>	<b>\$ 16,158</b>	<b>\$ 43,422</b>

\*Please describe the Fringe Benefits being supplied to staff: **Benefits include retirement contributions, various insurances (health, life, disability, unemployment), and payroll taxes.**

**6. PO Staff Travel** - From above listed Administrative and Program Staff, who will be traveling, for what purpose and the total cost for their travel for this grant.

ADMINISTRATIVE - Job Title of Traveler	Purpose of travel	Cost of travel
		\$ -
		\$ -
<b>Administrative Staff Travel</b>		<b>\$ -</b>
PROGRAM - Job Title of Traveler	Purpose of travel	Cost of travel
		\$ -
		\$ -
<b>Program Staff Travel</b>		<b>\$ -</b>
<b>TOTAL STAFF TRAVEL</b>		<b>\$ -</b>

**7. PO Staff Communications** - List of devices and amounts for each item to be applied to this grant; internet, phones, cell phones, etc. Each item type must be listed separately.

ADMINISTRATIVE - Device or Item of Communication	Cost	% of Cost applied	Amount applied
	\$ -	0.0%	\$ -
	\$ -	0.0%	\$ -
<b>Administrative Staff Communications</b>			<b>\$ -</b>
PROGRAM - Device or Item of Communication	Cost	% of Cost applied	Amount applied
	\$ -	0.0%	\$ -
	\$ -	0.0%	\$ -
<b>Program Staff Communications</b>			<b>\$ -</b>
<b>TOTAL STAFF COMMUNICATIONS</b>			<b>\$ -</b>

**8. PO Facilities** - List the Facility charges and amounts for each item to be applied to this grant; rent, utilities, maintenance, security, etc. Each item type must be listed separately.

ADMINISTRATIVE	Cost	% of cost applied	Amount applied
	\$ -	0.0%	\$ -
	\$ -	0.0%	\$ -
<b>Administrative Facilities</b>			<b>\$ -</b>
PROGRAM	Cost	% of cost applied	Amount applied
	\$ -	0.0%	\$ -
	\$ -	0.0%	\$ -
<b>Program Facilities</b>			<b>\$ -</b>

**2024 Severe Winter Storms DR NDWG - 1st Increment**

**Exhibit C - Operator Costs  
Santa Barbara County WDB**

**TOTAL FACILITIES** \$ -

**9. PO Supplies** - List the supplies (item with a cost of under \$5,000 per unit), their purpose, and cost allocated to this grant. Each item type must be listed separately. Program supplies would include grant funded purchases of hand/power tools (shovels, chainsaws, weed eaters) for TJ participant use during clean-up and repair work.

ADMINISTRATIVE - Item(s)	Item is utilized to/for:	Item cost
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
<b>Administrative Supplies</b>		\$ -
PROGRAM - Item(s)	Item is utilized to/for:	Item cost
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
<b>Program Supplies</b>		\$ -
<b>TOTAL SUPPLIES</b>		\$ -

**10. PO Other Costs** - List any other costs not included in the categories listed above.

ADMINISTRATIVE - Item(s)	Item is utilized to/for:	Item cost
		\$ -
		\$ -
<b>Administrative Other</b>		\$ -
PROGRAM - Item(s)	Item is utilized to/for:	Item cost
		\$ -
		\$ -
<b>Program Other</b>		\$ -
<b>TOTAL OTHER</b>		\$ -

**11. Program Equipment** - List the desired equipment (item with a cost of \$5,000 or more per unit and use life of 12+ months) for lease or purchase, time needed, and cost. Approval is required PRIOR to obtaining any equipment. For information on equipment, procurement, and related guidelines, see:

[WSD17-08, Procurement of Equipment and Related Services](#)      [WSD16-10, Property – Purchasing, Inventory, and Disposal](#)

[WSD18-08, Disaster National Dislocated Worker Grant Guidance](#)

Leased Equipment Name/Description	Quantity	Monthly Cost Per Item	Months Leased	Total Lease Cost
	0	\$ -	0	\$ -
	0	\$ -	0	\$ -
	0	\$ -	0	\$ -
Purchase Equipment Name/Description	Quantity	Cost Per Item	Months of Useful Life	Total Purchase Cost
	0	\$ -	0	\$ -
	0	\$ -	0	\$ -
	0	\$ -	0	\$ -
<b>TOTAL PROGRAM EQUIPMENT COSTS</b>				\$ -

**12. Subrecipients** - Please list any Subrecipient costs below that are associated to the Temporary Jobs component of the grant, excluding participant wages and fringe benefits. Participant wages and benefits are to be reported in Exhibit B. For information on the distinctions between subrecipients and contractors, see: [WSD18-06 - Subrecipient and Contractor Distinctions](#)

Subrecipient Name	Summary of Program Services the Subrecipient will be providing
Five Keys (pending procurement completion)	Subcontractor will operate the program and deliver all services, including conducting orientation, outreach, intake and eligibility determination, coordinating and securing worksites, provide day-to-day supervision and case management of participants while in the program and EOR.



**2024 Severe Winter Storms DR NDWG - 1st Increment**

**Exhibit D- Project Plan  
Santa Barbara County WDB**

All performance and expenditure entries are to be listed cumulatively throughout the Period of Performance. Each cell in the Plan column must be equal to or greater than the preceding quarter's entry.

Period of Performance September 1, 2024-August 22, 2026	2024		2025				2026		
	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9
<b>Planned Participants</b> Participants should be counted only once in this section.	<b>September</b>	<b>October - December</b>	<b>January - March</b>	<b>April - June</b>	<b>July - September</b>	<b>October - December</b>	<b>January - March</b>	<b>April - June</b>	<b>July &amp; August</b>
Planned Participants-Temporary Job (Activity Code 227)	0	0	0	11	11	11	11	11	11
<b>Temporary Jobs Component</b>									
Participants Receiving Supportive Services	0	0	0	11	11	11	11	11	11
<b>Expenditures</b>									
Participant Wages	\$ -	\$ -	\$ -	\$ 20,000	\$ 40,000	\$ 60,000	\$ 80,000	\$ 100,000	\$ 148,475
Participant Fringe Benefits	\$ -	\$ -	\$ -	\$ 5,000	\$ 10,000	\$ 14,000	\$ 20,000	\$ 25,000	\$ 26,726
Supportive Services	\$ -	\$ -	\$ -	\$ 5,000	\$ 10,000	\$ 15,000	\$ 20,000	\$ 21,000	\$ 23,645
Operator Administrative Costs	\$ -	\$ -	\$ -	\$ 400	\$ 1,000	\$ 1,500	\$ 2,000	\$ 3,000	\$ 4,644
Operator Program Costs	\$ -	\$ -	\$ -	\$ 10,000	\$ 35,000	\$ 55,000	\$ 90,000	\$ 110,000	\$ 196,510
<b>Total Temporary Jobs Expenditures</b>	\$ -	\$ -	\$ -	\$ 40,400	\$ 96,000	\$ 145,500	\$ 212,000	\$ 259,000	\$ 400,000

## 2024 Severe Winter Storms DR NDWG - 1st Increment

### Statement of Work Santa Barbara County WDB

Prepared by Luis Servin

Date Completed 9/16/2024

**Please note:**

Some questions below were in the concept paper. Please refer to that document when completing this and update responses as needed. If needs or plans have changed since concept paper, please include explanation of why.

**A. Disaster-Relief Employment Needs and Jobs**

**i. Description of Clean-up and Repair Needs** – Provide a brief description of the clean-up and repair needs resulting from the disaster. Describe how these needs were identified, coordination activities that occurred with the appropriate organizations, including state emergency management agencies, to avoid duplication of activities and appropriately respond to the affected community’s needs after the disaster.

For work on private property, provide the rationale for the determination that such work was allowable under TEGL 16-21.

The storms that struck Santa Barbara County between January and February 2024 led to record rainfall that caused significant damages to the County’s infrastructure. The rains led to significant flooding and damages to flood control structures, including road shoulders and culvert inlet/outlet pipes that have been obstructed with vegetation and debris hindering proper water flow and drainage. Flood control repair responsibilities, including repairing countywide flood control facilities and natural waterways. Typical duties include removing brush and debris from roadside ditches, culverts, and creeks affected during the storms. The repair work was assessed and determined by the County’s Public Works Department. This department is responsible for maintaining flood controls systems and protocols, and assessing damages to infrastructure after storms

**ii. Description of Humanitarian Assistance Needs (if any)** – Provide a brief description of the humanitarian assistance needs resulting from the disaster. Describe how these needs were identified, any coordination activities that occurred with the appropriate organizations, including state emergency management agencies, to avoid duplication of activities and appropriately respond to the affected community’s needs after the disaster.

Reference TEGL 16-21, Attachment I, pages 5 - 6

NA

**iii. Employer of Record** – Name the Employer of Record for the Temporary Jobs and describe the services they will provide.

**TBD after procurement process.** Possible, Five Keys. As the employer of record. Responsibilities to include payment of wages to participants, providing workers' compensation coverage, and managing and tracking participants leaves of absences, and any inquiries about disability insurance and other benefits.

**B. What other organizations will your agency partner with to ensure the NDWG’s success and to identify potential worksites? Describe coordination with local disaster response agencies and efforts, other partners, etc. Who are you working with to identify participants: outreach recruitment partners, other workforce agencies, local media, Red Cross, other non-profits, etc.?**

The entity responsible for operating SBA's NDWG is to be determined but could potentially be Five Keys. This organization will be responsible for identifying participants, conducting outreach and recruitment, and coordinating with the County of Santa Barbara Public Works Department on identifying worksites, and ensuring participants complete the work -- by providing wrap-round services and supportive services to participants. Five Keys will also be responsible for transporting participants to worksite and providing on-site worksite supervision. The County of Santa Barbara Public Works department is the entity that has identified proposed (and any future) worksites, they might also provide a second layer (in addition to Five Keys) of supervision of participants, while at the worksites; to ensure work is completed accurately.

**C. PO Organizational Information**

Address		Phone Number	
130 E. Ortega St., Santa Barbara Ca 93101		805-681-4453	
Role	Name	Phone Number	Email Address
Executive Administrator	Luis Servin	805-614-1543	lservin@countyofsb.org
Signatory Authority	Luis Servin	805-614-1543	lservin@countyofsb.org
Project Administrator	Julie Smedley	805-884-6835	jsmedle@countyofsb.org
Fiscal Administrator	A.J. Quinoveva	805-681-4464	aquinov@countyofsb.org

**D. List the Counties and Congressional Districts your organization would like to serve.**

County	Corresponding Congressional District Number(s)
Santa Barbara County	California's 24th Congressional District

**2024 Severe Winter Storms DR NDWG - 1st Increment**

**Project Implementation- Plan  
Santa Barbara County WDB**

**Instructions:** Please insert your Project Implement Plan that reflects your proposed project design and funding parameters in the grant award. Be sure to include project goals, objectives to attain the identified goals, project timelines, anticipated outcomes, and any potential challenges for reaching targets, as well as any other information that will enable EDD to support the grant recipient. Two examples provided for reference purposes only.

<b>1 Identified Project Goal</b>			<b>Begin Date</b>	<b>Completion Date</b>
<i>Fully executed subrecipient agreements within 90 days of grant application submission.</i>			10/1/2024	1/1/2025
<b>a. Goal Objective (s)</b>	<b>b. Anticipated Goal Outcome (s)</b>	<b>c. Potential Challenge (s)</b>		
i <i>Complete required procurement</i>	<i>Identify interested subrecipients with adequate capacity and understanding of the short-term and high visibility of DR NDWGs.</i>	<i>CLEO (BOS) approval can be delayed depending on their meeting schedule.</i>		
ii <i>Negotiate agreements as needed.</i>				
iii <i>Have agreement approved and executed by CLEO</i>				
iv				
<b>2 Identified Project Goal</b>			<b>Begin Date</b>	<b>Completion Date</b>
<i>Create an internal Participant Eligibility &amp; Enrollment Policy and Operational Guide required for this NDWG.</i>			11/1/2024	1/1/2025
<b>a. Goal Objective (s)</b>	<b>b. Anticipated Goal Outcome (s)</b>	<b>c. Potential Challenge (s)</b>		
i <i>Review NDWG TEGL, applicable EDD Directives, etc.</i>	<i>Provide the partners and staff with an easy to use guide that will allow them to determine participant eligibility and expedite enrollments while reducing errors and potential monitoring findings by including a list of acceptable eligibility documentation</i>	<i>Depending on ability of staff to understand and follow policy, might need to provide additional technical assistance to ensure staff are fully knowledgeable.</i>		
ii <i>Create Draft Policy</i>				
iii <i>Create Operational Guide</i>				
iv				
<b>3 Identified Project Goal</b>			<b>Begin Date</b>	<b>Completion Date</b>
<i>Negotiate MOU with County of Santa Barbara Public Works Department</i>			11/1/2024	1/1/2025
<b>a. Goal Objective (s)</b>	<b>b. Anticipated Goal Outcome (s)</b>	<b>c. Potential Challenge (s)</b>		
i <i>Negotiate agreements as needed</i>	<i>Establish agreement with Public Works Department in order to ensure full understanding of their roles and responsibilities.</i>	<i>Approval process could be delayed depending on their internal rules.</i>		
ii <i>Execute Agreement</i>				
iii				
iv				
<b>4 Identified Project Goal</b>			<b>Begin Date</b>	<b>Completion Date</b>
<b>a. Goal Objective (s)</b>	<b>b. Anticipated Goal Outcome (s)</b>	<b>c. Potential Challenge (s)</b>		
i				
ii				
iii				
iv				
<b>5 Identified Project Goal</b>			<b>Begin Date</b>	<b>Completion Date</b>
<b>a. Goal Objective (s)</b>	<b>b. Anticipated Goal Outcome (s)</b>	<b>c. Potential Challenge (s)</b>		
i				
ii				
iii				
iv				

# DISASTER RECOVERY NATIONAL DISLOCATED WORKER GRANT 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. DOL-ETA-OGM recommends that the award recipient contact ETA when questions arise about what requirements or precedence applies. 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. Further Consolidated Appropriations Act, 2024, dated March 23, 2024.
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.) Training and Employment Guidance Letter and Notice of Award**

The Training and Employment Guidance Letter (TEGL) No. [16-21](#) and any amendments 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.) SF-424, Application for Federal Assistance, and SF-424B, Assurances and Certifications**

The signed SF-424, Application for Federal Assistance, has been included as an attachment to this award. The individual that signed the SF-424 on behalf of the applicant is considered the Authorized Representative of the applicant. As stated in block 21 of the SF-424 form, the signature of the Authorized Representative on the SF-424 certifies that the award recipient is in compliance with the Assurances and Certifications form SF-424B available at [Grants.gov](#). The award recipient does not need to submit the SF-424B separately.

**A(5.) Federal Project Officer/ Program Official**

The name and contact information of the DOL Federal Project Officer (FPO) or Program Official (PO) for this award is found on the first page of this Notice of Award in field #10.

This individual is your main point of contact with DOL. The individual 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(6.) 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](#).

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(7.) 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](#). 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(8.) Uniform Guidance and Adoption by DOL**

Award recipients are required to follow the Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards (Uniform Guidance Title 2 Parts 25, 170, 183, and 200). The Uniform Guidance consolidates and supersedes requirements previously included in eight separate Circulars: Uniform Administrative Requirements: Circular A-102, Circular A-110, and Circular A-89; Uniform Cost Principles: Circular A-21, Circular A-87, and Circular A-122; Uniform Audit Requirements: Circular A-133; Circular A-50. The Department of Labor's (Department or DOL) adoption of the Uniform Guidance may be found at [2 CFR Part 2900](#). OMB also approved twenty-two (22) exceptions for DOL. Revisions published on April 22, 2024 will require implementation by October 1, 2024 and additional guidance will be issued at that time.

#### **A(9.) For-Profit Entities, Foreign Entities, and Profit**

For-profit and foreign entities are included in the definition of Non-Federal Entity (NFE) for DOL awards, per DOL's OMB-approved exception found at 2 CFR 2900.2. These entities, along with all other recipients of Federal awards, must comply with the Uniform Guidance found at 2 CFR parts 200 and 2900. The regulation at 2 CFR 2900.2 defines Non-Federal Entity as a state, local government, Indian tribe, institution of higher education (IHE), for-profit entity, foreign public entity, foreign organization or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

The recipient is prohibited from earning a profit resulting from the implementation of this award. As directed in 2 CFR 200.400(g), non-Federal entities may not earn or keep any profit resulting from Federal financial assistance unless explicitly authorized in the Federal award. See 20 CFR 683.295 for more information on when recipients of WIOA title I funds may earn a profit. 20 CFR 683.295 governs when recipients of WIOA title I funds may earn a profit.

#### **A(10.) 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(11.) 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(12.) Technical Assistance, Resources, and Information**

Additional resources, 508-compliant powerpoints, training, and resources to assist the award recipient are located on the [ETA 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:

Strategies for sound grant management that include:

**M**onitoring,

**A**ccountability,

**R**isk mitigation and

**T**ransparency.

Questions regarding the content may be directed to [compliance.policy@dol.gov](mailto:compliance.policy@dol.gov).

#### **A(13.) 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 2 CFR 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 compliance assistance through an established provider/contractor that has been selected or hired by DOL/ETA that may include in-person or remote assistance.

#### **A(14.) 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(15.) Program Requirements**

TEGL No. [16-21](#) contains the program requirements for this award.

#### **A(16.) Conflict of Interest**

Recipients and subrecipients of federal assistance must have a written policy in place on conflicts of interest, including organizational conflicts of interest. The policy must include the process the recipient or subrecipient will take to identify, avoid, remove, and remedy conflicts of interest.

Federal assistance recipients must disclose in writing any real or potential conflict of interest to DOL. The disclosure must notify the Grant Officer through written letter or email and contain the appropriate grant number.

A conflict of interest occurs when an entity or individual's objectivity becomes impaired because there is a conflict between personal or self-serving interests and professional duties or responsibilities. Such a conflict occurs when an organization or individual has

a vested interest, such as financial, status, knowledge, relationships, or reputation, which puts into question whether their actions, judgment, or decision-making can be unbiased. A conflict of interest can also arise when actions are taken or may appear to be taken by any entity involved in more than one role, such that the performance of that entity in one role affects its interest in its other role, thereby making it difficult for the entity to perform a grant process objectively and impartially.

A potential conflict of interest occurs when it is reasonably foreseeable that an entity or individual's objectivity could become impaired in the future due to a conflict between personal or self-serving interests and professional duties or responsibilities.

An organizational conflict of interest occurs when, because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a grant action involving a related organization. Such conflicts may be actual or potential.

DOL requires that recipients of Federal funds use them in the best interest of the award program and therefore grant decisions must be free of undisclosed conflicts of interest including those that are real or potential conflicts, whether individual or organizational. When there are disclosed conflicts of interest in grant decisions, the recipient must notify DOL and take remedial action to resolve or mitigate the conflict.

The signatory authority or authorized official identified on the SF-424 application further certifies through their signature on the SF-424 application that any potential conflict of interest has been identified to the appropriate Grant Officer.

## **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 \(CPDD\) 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.

Option	Indirect Cost Rate and Cost Allocation Plan
____ (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 E. 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.

Option	Indirect Cost Rate and Cost Allocation Plan
(2)	<p>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, and travel 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.</p> <p>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.</p> <p>To use de minimis, the award recipient must not have a current negotiated (including provisional) rate.</p> <p>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).</p> <p>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.</p>

Option	Indirect Cost Rate and Cost Allocation Plan
<p><u>X</u> (3)</p>	<p>The award recipient has claimed indirect costs on the SF-424A; however, a current 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.</p> <p><b>URGENT NOTICE:</b> 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.</p> <p>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).</p> <p>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 &amp; 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.</p> <p><b>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).</b></p>
<p>_____ (4)</p>	<p>The award recipient elected to exclude indirect costs from the proposed budget. F&amp;A costs should only be classified as direct costs if they meet the conditions specified in 2 CFR 200.413(c).</p> <p>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.</p>

## **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.

## **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 does not include a cost sharing or matching requirement.

**PART C: FUNDS MANAGEMENT**

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

Upon receipt of a NOA, 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-ARteamdol.gov](mailto:ETA-ARteamdol.gov) for further assistance.

## **PART D: COSTS - LIMITATIONS, ITEMS, AND RESTRICTIONS**

### **D(1.) Administrative Costs**

Administrative costs are defined in the WIOA at 20 CFR 683.215. TEGL 16-21 provides the limitation on administrative costs on funds awarded under this grant. Under no circumstances may administrative costs exceed this limit. The award recipient will be monitored for compliance with the administrative cost limit throughout the grant's period of performance. Any amounts that exceed this limitation at closeout will be disallowed and subject to debt collection.

### **D(2.) 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(3.) 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, 2 CFR 2900.1. 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(4.) 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(5.) 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(6.) 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.

#### **D(7.) 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(8.) 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(9.) 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(10.) Travel – Foreign**

Funds that are awarded and authorized to carry out an activity under WIOA, Subtitle B cannot be used for foreign travel.

#### **D(11.) 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(12.) 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.

#### **D(13.) WIOA Infrastructure**

WIOA, Section 121(b)(1)(B) and 20 CFR 678.400 require the following programs to be One-Stop partners:

1. WIOA, Title I programs: Adult, Dislocated Worker, and Youth formula programs, Job Corps, YouthBuild, Native American programs, National Dislocated Worker Grants (DWG), and NFJP;
2. Wagner-Peyser Act Employment Service (ES) program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA, Title III;
3. SCSEP authorized under Title V of the Older Americans Act of 1965;
4. Trade Adjustment Assistance (TAA) activities authorized under Chapter 2 of Title II of the Trade Act of 1974;
5. Unemployment Compensation (UC) programs; and
6. Jobs for Veterans State Grants (JVSG) programs authorized under Chapter 41 of Title 38, U.S.C.

With the exception of Native American programs established under WIOA, Section 166 all One-Stop partner programs, including all programs that are funded under Title I of

WIOA, are required to contribute to the infrastructure costs and certain additional costs of the One-Stop delivery system in proportion to their use and relative benefits received, per 20 CFR 678.700 and 678.760. While Native American programs are not required to contribute to infrastructure costs per WIOA Section 121(h)(2)(D)(iv), they are strongly encouraged to contribute as stated in [TEGL No. 17-16](#). The sharing and allocation of infrastructure costs between One-Stop partners is governed by WIOA Section 121(h), WIOA’s implementing regulations, and the Uniform Guidance at 2 CFR parts 200 and 2900.

If not deemed a required one-stop partner, it is strongly recommended that the award recipient partner with the local WIOA one-stop delivery system in its service area(s). The one-stop system can assist with referrals, labor market information, and many other services that will directly benefit the management and performance of your grant. The one-stop system also provides access to a wide range of publicly- and privately-funded education, employment, training, and supportive services while also providing high-quality customer service to job seekers, workers, and businesses.

**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. Reporting quarter end dates are March 31, June 30, September 30, and December 31. ETA-9130 reports are due no later than 45 calendar days after the end of each specified reporting quarter. Due to the configuration of Payment Management System (PMS), the ETA-9130 financial report for the quarter ending March 31st is due on May 16th.

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

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 cash drawdowns using 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.) Performance Reports – Program-Specific**

DWG grant recipients must submit Quarterly Performance and Quarterly Narrative Reports in accordance with [TEGL 14-18, Attachment 6](#).

- 1) [Workforce Integrated Performance System \(WIPS\)](#) is the vehicle through which DWG grant recipients must submit individual records based on the Participant Individual Record Layout (PIRL).
- 2) Grant recipients are required to use the Joint Quarterly Narrative Report Template (ETA-9179) for quarterly performance narrative reporting. Grant recipients submit the Quarterly Narrative Report using the WIPS reporting system.
- 3) Information on DWGs awarded to states must be included in that state’s WIOA Annual Statewide Performance Report Narrative in accordance with the guidance.

## **E(4.) 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](http://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(5.) Integrity and Performance Matters – FAPIIS [For awards exceeding \$500,000]**

- 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(6.) 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(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, Open Licensing Rights, and the Bayh-Dole Act**

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 [insert organization ’s name]. 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.”*

*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(6.) Public Communications – Certain Information Requirement**

Pursuant to Public Law (Pub.L.) 118-47, 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.

#### **F(7.) 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(8.) 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](#).

In accordance with [TEN 21-23](#), if it is the practice of the grant recipient to publish NOAs on a website accessible to the public, the Department recommends that the grant recipient redact or mask the Payment System ID to prevent unauthorized use of your accounts by fraudsters. Grant award or cooperative agreement recipients should email [regenia.mitchell@psc.hhs.gov](mailto:regenia.mitchell@psc.hhs.gov) if they find that payments have been paid to a bank account other than their registered bank account. The subject line should read: Urgent! Payment Request Deposited to Incorrect Bank Account.

#### **F(9.) Publicity and Lobbying/Advocacy**

Publicity - Pursuant to Pub.L. 118-47, 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 - Pub.L. 118-47, 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(10.) 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(11.) 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(12.) 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(13.) Whistleblower Protection**

All employees working for contractors, 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(14.) 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(15.) 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(16.) 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(17.) 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(18.) 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(19.) Salary and Bonus Limitations**

Pursuant to Pub.L. 118-47, 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 additional information.

When preparing indirect cost proposals, recipients and subrecipients must disclose salary breakdowns to their Federal cognizant agency (FCA) or pass-through entity so that they can properly assess compliance of TEGL 5-06. An example of proposed salary breakdowns is provided in Exhibit B at ([XLS](#)), as part of “[A Guide for Indirect Cost Rate Determination](#)”, Section III, Examples of Exhibits to Support Indirect Cost Proposals in CPDD’s website.

To determine unallowable compensation in excess of TEGL 5-06, refer to this [link](#) in CPDD’s website. Grant recipients may contact [CPDD](#) for any guidance or questions.

After evaluating and disallowing costs (when applicable) in excess of TEGL 5-06, the FCA or pass-through entity should issue applicable rates compliant with this requirement. Note that the same Excel file could also be used to determine unallowable direct compensation in excess of TEGL 5-06. Unallowable direct costs must remain as part of the indirect cost allocation base.

## **F(20.) 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(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) 2 CFR 175.15 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 Pub.L. 118-47, 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 Pub.L. 118-47, 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 Pub.L. 118-47, 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 Pub.L. 118-47, 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 Pub.L. 118-47, 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.) Purchase of Sterile Needles or Syringes Restricted**

Pursuant to Pub.L. 118-47, 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(12.) Restrictions Against the Creation or Research of Embryos**

Pursuant to Pub.L. 118-47, 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](#)

H(6.) [Attachment F: Indirect Cost Cost Rate and Cost Allocation Plan](#)

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

**Application for Federal Assistance SF-424**

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
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* 3. Date Received: <input type="text" value="07/30/2024"/>	4. Applicant Identifier: <input type="text"/>
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5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>
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**State Use Only:**

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
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**8. APPLICANT INFORMATION:**

* a. Legal Name: <input type="text" value="California Department of Employment Development"/>	
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="94-2650401"/>	* c. UEI: <input type="text" value="LNCZQ5EVC36"/>

**d. Address:**

* Street1: <input type="text" value="800 Capitol Mall"/>
Street2: <input type="text"/>
* City: <input type="text" value="Sacramento"/>
County/Parish: <input type="text"/>
* State: <input type="text" value="CA: California"/>
Province: <input type="text"/>
* Country: <input type="text" value="USA: UNITED STATES"/>
* Zip / Postal Code: <input type="text" value="95814-4807"/>

**e. Organizational Unit:**

Department Name: <input type="text"/>	Division Name: <input type="text"/>
---------------------------------------	-------------------------------------

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

Prefix: <input type="text" value="Ms ."/>	* First Name: <input type="text" value="Kimberlee"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="Meyer"/>	
Suffix: <input type="text"/>	
Title: <input type="text"/>	

Organizational Affiliation: <input type="text"/>
--

* Telephone Number: <input type="text" value="916-654-8815"/>	Fax Number: <input type="text"/>
---	----------------------------------

* Email: <input type="text" value="kimberlee.meyer@edd.ca.gov"/>
--

**Application for Federal Assistance SF-424**

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

A: State 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:**

17.277

CFDA Title:

WIOA National Dislocated Worker Grants / WIA National Emergency Grants

**\* 12. Funding Opportunity Number:**

ETA-TEGL-16-21

\* Title:

Updated National Dislocated Worker Grant Program Guidance

**13. Competition Identification Number:**

ETA-TEGL-16-21

Title:

Updated National Dislocated Worker Program

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

1237-2024 EFS DR NDWG SF-424 Attachment 1-

Add Attachment

Delete Attachment

View Attachment

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

2024 Early February Storms Disaster Recovery National Dislocated Worker Grant

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

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

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

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

* a. Federal	<input type="text" value="5,726,841.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="5,726,841.00"/>

**\* 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:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:  \* Date Signed:

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

**BUDGET INFORMATION - Non-Construction Programs**

OMB Number: 4040-0006  
Expiration Date: 02/28/2025

**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. WIOA National Dislocated Worker Grants	17.277	\$ 5,726,841.00	\$	\$	\$	\$ 5,726,841.00
2.						
3.						
4.						
<b>5. Totals</b>		\$ 5,726,841.00	\$	\$	\$	\$ 5,726,841.00

**SECTION B - BUDGET CATEGORIES**

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	WIOA National Dislocated Worker Grants				
<b>a. Personnel</b>	\$ 154,485.00	\$	\$	\$	\$ 154,485.00
<b>b. Fringe Benefits</b>	81,698.00				81,698.00
<b>c. Travel</b>	13,423.00				13,423.00
<b>d. Equipment</b>	0.00				0.00
<b>e. Supplies</b>	0.00				0.00
<b>f. Contractual</b>	5,440,500.00				5,440,500.00
<b>g. Construction</b>	0.00				0.00
<b>h. Other</b>	19,444.00				19,444.00
<b>i. Total Direct Charges (sum of 6a-6h)</b>	5,709,550.00				\$ 5,709,550.00
<b>j. Indirect Charges</b>	17,291.00				\$ 17,291.00
<b>k. TOTALS (sum of 6i and 6j)</b>	\$ 5,726,841.00	\$	\$	\$	\$ 5,726,841.00
<b>7. Program Income</b>	\$	\$	\$	\$	\$

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Standard Form 424A (Rev. 7- 97)  
Prescribed by OMB (Circular A -102) Page 1A

**SECTION C - NON-FEDERAL RESOURCES**

(a) Grant Program		(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8.	WIOA National Dislocated Worker Grants	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
9.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
10.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
11.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
12. TOTAL (sum of lines 8-11)		\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

**SECTION D - FORECASTED CASH NEEDS**

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ <input type="text"/>				
14. Non-Federal	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
15. TOTAL (sum of lines 13 and 14)	\$ <input type="text"/>				

**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.	WIOA National Dislocated Worker Grants	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
17.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
18.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
19.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
20. TOTAL (sum of lines 16 - 19)		\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

**SECTION F - OTHER BUDGET INFORMATION**

21. Direct Charges: <input type="text"/>	22. Indirect Charges: <input type="text"/>
23. Remarks: <input type="text"/>	

## **Attachment C: Budget Narrative**

## 2024 Early February Storms DR NDWG - Budget Information Narrative

**1. Personnel – \$154,485; \$69,822 admin, \$84,663 program**

The state level budget provides the staff classifications, salary, personnel years (PY) and amount of salaries charged to the grant during the period of performance for administration activities. Also included is the associated Administrative Staff and Technical (AS&T) staffing costs (\$8,638 per PY). Please see the chart below for a complete breakdown of staff salaries.

State Fiscal Year 2024-25						
Admin/ Program	Position	Annualized Salary	PY	Sub- Total	AS&T	Total
Admin	Associate Governmental Program Analyst	\$78,084	0.1283	\$10,021	\$1,209	\$11,230
Admin	Staff Services Manager I	\$90,948	0.0642	\$5,836	\$605	\$6,441
Admin	Staff Services Manager II	\$104,604	0.0458	\$4,794	\$432	\$5,226
Admin	Staff Services Manager III	\$115,596	0.0000	\$0	\$0	\$0
Program	Associate Governmental Program Analyst	\$78,084	0.2292	\$17,894	\$2,160	\$20,054
Program	Staff Services Manager I	\$90,948	0.0917	\$8,337	\$864	\$9,201
Program	Staff Services Manager II	\$104,604	0.0275	\$2,877	\$259	\$3,136
Program	Staff Services Manager III	\$115,596	0.0229	\$2,649	\$216	\$2,865
<b>Total</b>						<b>\$58,152</b>

State Fiscal Year 2025-26						
Admin/ Program	Position	Annualized Salary	PY	Sub- Total	AS&T	Total
Admin	Associate Governmental Program Analyst	\$81,201	0.2400	\$19,488	\$2,073	\$21,561
Admin	Staff Services Manager I	\$94,586	0.1238	\$11,712	\$1,070	\$12,781
Admin	Staff Services Manager II	\$108,788	0.0550	\$5,983	\$475	\$6,458
Admin	Staff Services Manager III	\$120,214	0.0040	\$481	\$35	\$515
Program	Associate Governmental Program Analyst	\$81,201	0.2500	\$20,300	\$2,159	\$22,459
Program	Staff Services Manager I	\$94,586	0.1000	\$9,459	\$864	\$10,322
Program	Staff Services Manager II	\$108,788	0.0300	\$3,264	\$259	\$3,523
Program	Staff Services Manager III	\$120,214	0.0250	\$3,005	\$216	\$3,221
<b>Total</b>						<b>\$80,842</b>

State Fiscal Year 2026-27						
Admin/ Program	Position	Annualized Salary	PY	Sub- Total	AS&T	Total
Admin	Associate Governmental Program Analyst	\$78,078	0.0364	\$2,842	\$302	\$3,144
Admin	Staff Services Manager I	\$90,948	0.0130	\$1,182	\$108	\$1,290
Admin	Staff Services Manager II	\$100,506	0.0108	\$1,088	\$86	\$1,174
Admin	Staff Services Manager III	\$115,590	0.0000	\$0	\$0	\$0

## 2024 Early February Storms DR NDWG - Budget Information Narrative

Program	Associate Governmental Program Analyst	\$78,078	0.0650	\$5,075		\$541	\$5,616
Program	Staff Services Manager I	\$90,948	0.0260	\$2,365		\$216	\$2,581
Program	Staff Services Manager II	\$100,506	0.0081	\$816		\$65	\$881
Program	Staff Services Manager III	\$115,590	0.0065	\$751		\$54	\$805
						<b>Total</b>	<b>\$15,491</b>

**2. Fringe Benefits – \$81,698;** \$36,922 admin, \$44,776 program

Fringe benefits covers retirement contributions, OASDI, workers' compensation, health benefits, non-industrial disability, dental benefits, unemployment insurance, Industrial disability leave, vision, manager's bonus/life insurance, Medicare, and bus passes. For this grant, the fringe benefits rate is 52.50%.

**3. Travel – \$13,423;** \$13,423 admin, \$0 program

Project Management staff conduct site visits to project areas to provide technical assistance, review worksite documents and resolve any challenges/concerns with the project. Compliance Review Office staff conduct monitoring and audits of Project Operators. Please see the chart below for the breakdown of travel costs.

2024 Early February Storms DR NDWG – Staff Travel						
Position	Purpose	Mileage	Per Diem	Cost Per Trip	Number of Trips	Total
AGPA	Site Visits / TA (flying)	varies	see below	\$1,677	2	\$3,354
SSM I	Site Visits / TA (flying)	varies	see below	\$1,677	1	\$1,677
AGPA	Compliance Monitoring (flying)	varies	see below	\$1,677	1	\$1,677
AGPA	Site Visits / TA (driving)	varies	see below	\$1,173	2	\$2,346
SSM I	Site Visits / TA (driving)	varies	see below	\$1,173	1	\$1,173
AGPA	Compliance Monitoring (driving)	varies	see below	\$1,173	2	\$2,346
AGPA	Site Visits / TA (local)	varies	see below	\$425	1	\$425
AGPA	Compliance Monitoring (local)	varies	see below	\$425	1	\$425
<b>Total</b>						<b>\$13,423</b>

Per Diem Breakdown (flying)	Day 1	Day 2	Day 3	Day 4	Day 5	Total
Breakfast	\$13	\$13	\$13	\$13	\$13	\$65
Lunch	\$15	\$15	\$15	\$15	\$15	\$75
Dinner	\$26	\$26	\$26	\$26	\$26	\$130
Incidentals	\$0	\$5	\$5	\$5	\$5	\$20
Airfare	\$200	\$0	\$0	\$0	\$200	\$400
Lodging (\$138 average rate)	\$138	\$138	\$138	\$138	\$0	\$552
Rental Car	\$50	\$50	\$50	\$50	\$50	\$250
Fuel	\$40	\$35	\$35	\$35	\$40	\$185
<b>Total</b>						<b>\$1,677</b>

Per Diem Breakdown (driving)	Day 1	Day 2	Day 3	Day 4	Day 5	Total
Breakfast	\$13	\$13	\$13	\$13	\$13	\$65
Lunch	\$15	\$15	\$15	\$15	\$15	\$75

## 2024 Early February Storms DR NDWG - Budget Information Narrative

Dinner	\$26	\$26	\$26	\$26	\$26	\$130
Incidentals	\$0	\$5	\$5	\$5	\$5	\$20
Lodging (\$107 rate)	\$107	\$107	\$107	\$107	\$0	\$428
Rental Car	\$50	\$50	\$50	\$50	\$50	\$250
Fuel	\$50	\$35	\$35	\$35	\$50	\$205
<b>Total</b>						<b>\$1,173</b>

Per Diem Breakdown (local)	Day 1	Day 2	Day 3	Day 4	Day 5	Total
Rental Car	\$50	\$50	\$50	\$50	\$50	\$250
Fuel	\$35	\$35	\$35	\$35	\$35	\$175
<b>Total</b>						<b>\$425</b>

4. **Equipment** –N/A

5. **Supplies** – N/A

6. **Contractual** – **\$5,440,500**; \$0 admin, \$5,440,500 program

The EDD is subawarding funds to 5 Project Operators (POs) to perform Temporary Job (TJ) activities; there are no Workforce Development (WD) activities planned for this grant. The breakdown of funds and participants to be served is as follows:

- City of Los Angeles EWDD:	\$ 2,100,000	70 participants
- North Central Counties Consortium:	\$ 1,014,000	30 participants
- Northern CA Indian Development Council Inc:	\$ 400,000	15 participants
- Northern Rural Training and Employment Consortium:	\$ 1,026,500	23 participants
- Santa Barbara County WDB:	\$ 900,000	25 participants
<b>Total:</b>	<b>\$ 5,440,500</b>	<b>163 participants</b>

Total projected costs (as a lump sum) for each of the following categories:

Administrative Costs		(Participant) Program Costs		(Other) Program Costs	
Staff Salaries	\$ 252,871	Participant Wages	\$ 2,426,545	Staff Salaries	\$ 191,832
Staff Fringe	\$ 105,905	Participant Benefits	\$ 624,491	Staff Fringe	\$ 99,123
Travel	\$ 745	Supportive Services	\$ 201,618	Travel	\$ 5,500
Communications	\$ 1,650	Career Services	\$ 0	Communications	\$ 3,620
Facilities	\$ 33,584	NDWG-funded Training (excluding WBL)	\$ 0	Facilities	\$ 9,238
Supplies	\$ 7,823	NDWG-funded Training (WBL)	\$ 0	Supplies	\$ 77,879
Admin Other	\$ 4,290			Program Other	\$ 0
				Equipment	\$ 278,400
				Subrecipients	\$ 1,017,672
				Contractors	\$ 0
Admin Indirect	\$ 52,699			Program Indirect	\$ 45,015
<b>Total</b>	<b>\$ 459,567</b>	<b>Total</b>	<b>\$ 3,252,654</b>	<b>Total</b>	<b>\$ 1,728,279</b>

# 2024 Early February Storms DR NDWG - Budget Information Narrative

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“Admin Other” costs are proportionate share of outside audit expenses for two POs and proportionate insurance costs for one PO.

“Program Equipment” is the cost to lease vehicles to transport TJ participants to and from worksites, and associated fuel and insurance expenses. There will be no equipment purchased during the grant.

7. **Construction** – N/A

8. **Other** – **\$19,444**; \$8,488 admin, \$10,956 program

These costs include unassigned non-personal services (NPS), such as operating expenses and equipment (OE&E), and the associated Administrative Staff and Technical (AS&T) NPS costs. The unassigned NPS and AS&T cost pools are listed in EDD’s approved ICRP.

Allocated OE&E includes the costs per funded position for office supplies, postage, facility costs, equipment, communications, and other miscellaneous operating expenses. Allocated OE&E is charged if services are performed on EDD premises in order to distribute to each program or project a share of the Department’s general overhead.

The AS&T rate is used to allocate to each program or project a share of the Department’s administrative overhead cost.

9. **Indirect Charges** – **\$17,291**; \$7,822 admin, \$9,469 program

This application utilizes EDD’s current approved indirect cost rates with the U.S. Department of Labor.

These costs include statewide central services for the Department. The Statewide Cost Allocation Plan (SWCAP) is computed in two separate rates, one for health benefits and one for non-personal services. Below is a chart that displays the budgeted rates that were used to calculate the SWCAP costs. These rates match the Department’s approved Indirect Cost Rate Proposals for each year.

State Fiscal Year	SWCAP Benefits Rate	SWCAP Non-Personal Services Rate
2024-25 and 2025-26	10.38%	1.95%

**Budget Summary:**

## 2024 Early February Storms DR NDWG - Budget Information Narrative

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<b>2024 Early February Storms DR NDWG</b>			
State FYs 2024-25, 2025-26, and 2026-27			
<b>Expense Item</b>	<b>Admin</b>	<b>Program</b>	<b>Total</b>
Personnel Salaries	\$69,822	\$84,663	\$154,485
Fringe Benefits	\$36,922	\$44,776	\$81,698
Travel	\$13,423	\$0	\$13,423
Equipment	\$0	\$0	\$0
Supplies	\$0	\$0	\$0
Contractual	\$0	\$5,440,500	\$5,440,500
Construction	\$0	\$0	\$0
Other	\$8,488	\$10,956	\$19,444
<b>Total Direct Charges</b>	<b>\$128,655</b>	<b>\$5,580,895</b>	<b>\$5,709,550</b>
Indirect Charges	\$7,822	\$9,469	\$17,291
<b>Total State Level</b>	<b>\$136,477</b>	<b>\$5,590,364</b>	<b>\$5,726,841</b>

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

# NATIONAL DISLOCATED WORKER GRANT (DWG)

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## SUGGESTED GRANT APPLICATION FOR DISASTER RECOVERY

### **Full Application – Disaster Recovery National DWGs**

The information in this form must be submitted along with other required application materials as described in Section 6 of the National Dislocated Worker Grant Program (DWG) Training and Employment Guidance Letter No. 16-21 (TEGL 16-21) Attachment I; the use of this form itself is optional. Applicants are encouraged to use the Suggested Grant Application to ensure all the requested information required in a full application is clearly addressed. If more space is required than this suggested application provides, please attach up to five additional pages of information.

Please note that Attestations are requested throughout the Suggested Grant Application. For each attestation, you must confirm understanding of and compliance with specified requirements. For additional guidance regarding information required in the application, refer to the TEGL 16-21, Attachment I.

### **Emergency Application Instructions**

Eligible applicants submitting an abbreviated emergency application are only required to provide the information requested in Sections 1 through 3 of the Suggested Application with a copy of the relevant declaration of a qualifying event. If awarded, the remaining information requested in Sections 4 through 9 will be required within 60 days of receiving the emergency grant award to complete a full application. Instructions for submitting the remaining information included in these sections will be provided as part of the executed emergency grant award terms and conditions. (Reference [TEGL 16-21, Attachment I, page 11](#))

Use the contents checklist below to ensure a complete, timely, and responsive application.

### **Contents**

<input type="checkbox"/>	SECTION 1. Application for Federal Assistance SF-424 .....	2
<input type="checkbox"/>	SECTION 2. Statement of Work – General Information .....	2
<input type="checkbox"/>	SECTION 3. Statement of Work – Abstract.....	4
<input type="checkbox"/>	SECTION 4. Statement of Work – Community Needs Assessment .....	6
<input type="checkbox"/>	SECTION 5. Statement of Work: Preliminary Project Implementation Plan .....	9
<input type="checkbox"/>	SECTION 6. Statement of Work – Enrollment and Expenditure Plan.....	13
<input type="checkbox"/>	SECTION 7. Project Budget – Non-Construction Programs SF-424A.....	16
<input type="checkbox"/>	SECTION 8. Project Budget – Budget Narrative .....	16
<input type="checkbox"/>	SECTION 9. Budget Form and Narrative Instructions.....	26

## □ SECTION 1. Application for Federal Assistance SF-424

Complete the SF-424, version 4.0, provided on Grants.gov and submit as part of the application package. (Reference [TEGL 16-21](#), Attachment I, Section 6: How to Apply, pages 24-25)

The Application for Federal Assistance SF-424 form, version 4.0, is located on [GRANTS.gov](#).

Applicant information provided on the SF-424 must match with the SAM registration, including the Applicant Legal Name, Address, nine-digit zip code, employer identification number (EIN), and UEI.

## □ SECTION 2. Statement of Work – General Information

**A. Contact Information** – Provide the information requested below to reflect the information provided on the SF-424.

**i. Legal Name of Grant Applicant (SF-424, line 8.a)**

California Department of Employment Development

**ii. Authorized Representative (SF-424, line 21)**

Name	Caleb Horel	Phone	916-654-8821
Title	Chief, Fiscal Programs Division	Email	caleb.horel@edd.ca.gov

**iii. Other Project Point of Contact (SF-424, line 8f)**

Name	Kimberlee Meyer	Phone	916-654-8815
Title	Chief, Central Office WS Division	Email	kimberlee.meyer@edd.ca.gov

**iv. Type of Applicant (Reference [TEGL 16-21](#), Attachment I, page 4)**

- State
- Outlying area
- Indian tribal governments as defined by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5122(6))

**B. Qualifying Event** – Select the box(es) below to indicate the eligible qualifying event(s) applicable to the application. Provide the emergency declaration information requested.

(Reference [TEGL 16-21](#), Attachment I, page 3)

<input checked="" type="checkbox"/> <b>i. FEMA Emergency/Major Disaster</b>	FEMA Declaration No.	DR-4769-CA
<input type="checkbox"/> <b>ii. Federal Agency/ Executive Emergency/ Major Disaster of National Significance</b>	Federal Agency Declaration	
<input type="checkbox"/> <b>iii. Relocation of Individuals from Disaster Area</b>	Originating Disaster Area	
	Originating FEMA or Agency Declaration	

<b>iv. Attestation for Qualifying Event</b> – Select the boxes below to confirm understanding of and compliance with specified requirements.
<input checked="" type="checkbox"/> A copy of the relevant declaration of the qualifying event is attached to this application.
<input checked="" type="checkbox"/> Documentation is available to demonstrate a potential loss of at least 50 jobs within the disaster area or relocation of a substantial number of individuals from an affected disaster area.

**C. Federal Funding Request** – Provide the total funding request for the period of performance. The total funding request must reflect the total federal funding request amount listed on the SF-424, line 18a, and the budget (SF-424A) and budget narrative. *Note that ETA generally awards in one-third increments of the requested funding amount, with an overall ceiling equal to the total funding request.* (Reference [TEGL 16-21](#), Attachment I, page 18)

<b>i. Total Federal Funding Request Amount (SF-424, line 18a)</b>	\$ 5,726,841
---	--------------

**D. Period of Performance (POP)** – The period of performance for DWG funds begins at the project start date and continues through the project end date, as specified in the grant award. The requested period of performance does not exceed 24 months from the project start date. The start date is generally the date of the award. (Reference [TEGL 16-21](#), Attachment I, page 19)

**i. Project Start Date** – Check **one** of the following two options:

<input checked="" type="checkbox"/> Date of Award	<input type="checkbox"/> Request for Earlier Start Date of: __/__/__
---	--

**If an Earlier Start Date is requested, provide justification for this requested date here:**

--

**ii. Project End Date for Quarter Ending** - Check **one** of the following two options:

<input type="checkbox"/> <b>12 months</b> from Project Start Date	<input checked="" type="checkbox"/> <b>24 months</b> from Project Start Date
---	--

**E. Planned Participants** – Provide the number of participants planned for the total funding request and period of performance. Approved planned participant totals may not be decreased after approval of the full application. (Reference [TEGL 16-21](#), Attachment I, page 26, Participant Enrollments)

<b>i. Total Number of Planned Participants:</b>	163
---	-----

**ii. Attestation for Eligible Participants** - Select the box below to confirm that the applicant will only enroll eligible participants as listed below:

<input checked="" type="checkbox"/> Eligible participants are limited to: <ol style="list-style-type: none"> <li>1. Individuals temporarily or permanently laid off as a consequence of the emergency or disaster.</li> <li>2. A dislocated worker (as defined in WIOA Section 3(15)), including displaced homemakers as defined in WIOA Section 3(16).</li> <li>3. Long-term unemployed individuals.</li> <li>4. Self-employed individuals who became unemployed or significantly underemployed as a result of the emergency or disaster.</li> </ol>
---

□ **SECTION 3. Statement of Work – Abstract**

**A. Office of Management and Budget (OMB) Requirements** – All grant awards require a synopsis that summarizes the planned ETA-funded project. Descriptions should be brief (2-3 sentences) and focus on the priority elements for each item below.

**i. Summary of Project Purpose** – State the primary purpose of the project, what occurred, and why grant funding is needed.

California was impacted by a series of atmospheric rivers during the Early February 2024 Winter Storms which brought multiple rounds of heavy precipitation, strong winds, mountain snow, and river and urban flooding across the State. The first impacts were felt on January 31, 2024, and the precipitation did not completely subside until February 9, 2024, as reported by the National Weather Service (NWS).

Over this 10 day period the State experienced several rounds of torrential rains, strong winds, and snow that resulted in river and urban flooding, mud and landslides, sinkhole formations, downed trees, damaged roadways, bridges, and levee systems as well as other damage to public and private lands.

This project will fund temporary jobs in Santa Barbara, Los Angeles, Butte, Glenn, and Sutter counties to aid in the clean-up and repair of damage caused by the series of intense storms that overwhelmed California between January 31, 2024 and February 9, 2024. **Disaster Declaration was not made until April 13, 2024. This grant will assist with ongoing long term recovery efforts.**

**The EDD is requesting to be funded in two increments.** Doing so will limit the administrative burden associated with an additional increment request and avoiding potential delays that force Project Operators to suspend their participant’s temporary disaster-relief employment and incur additional costs to restart their project during the process.

**ii. Specific Project Activities to be Performed** – Identify the project activities that will be performed.

The primary activity will be funding temporary employment for up to 163 participants, based on the full project award. Most of the temporary employment activities will consist of storm damage repair and debris clean-up with some crew lead supervising positions.

Supporting activities will include providing supportive services to participants and covering the programmatic and administrative costs incurred by the grantee and project operators to run this disaster recovery grant.

**iii. Deliverables or Expected Outcomes** – Identify the expected deliverables and outcomes that will occur because of this project.

The EDD expects to enroll up to 163 participants into a Temporary Jobs component for this grant; this estimated participant count is based upon receiving the full grant award.

**iv. Priority Participant Beneficiaries** – Identify those individuals or populations of eligible participants who will be prioritized for participation, including individuals from historically marginalized or underserved communities. Describe why these participants are prioritized for the proposed project.

The top prioritized participants for enrollment will follow the identified priorities from WIOA Section 170 and TEGL 16-21. Outreach will vary based on regional needs and experience, but generally will focus on

marginalized communities including homeless/housing insecure individuals; migrant populations; long-term unemployed individuals having trouble rejoining the workforce; and justice-involved individuals.

- v. Subrecipients and Subrecipient Activities** – Identify all subrecipient entities that will receive grant funds through a subaward to carry out the project. Briefly describe the project activities the subrecipients will carry out. A subaward may be provided through any form of legal agreement, including a contract, and must be accounted for in the budget narrative. (Reference [TEGL 16-21](#), Attachment I, pages 23 - 24)

The EDD will subaward funds to 5 POs across the state to perform grant activities including:

- City of Los Angeles Economic and Workforce Development Department
- North Central Counties Consortium
- Northern California Indian Development Council
- Northern Rural Training and Employment Consortium
- County of Santa Barbara

Each PO will perform the same essential functions: enroll participants to perform temporary jobs related to disaster clean-up and repair of storm damage; provide supportive services to participants; run and administer the services being performed under the grant. The POs each operate within a different area of the state. The full breakdown on the funds to be distributed and participants to be served are in the Budget Information Narrative attachment.

**B. Abbreviated Project Summary** – Provide a brief synopsis of the project that demonstrates allowable activities in accordance with TEGL 16-21. (Reference [TEGL 16-21](#), Attachment I, pages 3 - 12)

- i. Proposed Project Service Area** – List the counties/parishes, cities, or communities to be served by the proposed project in the space below. Note that the service area must not include areas that are not covered by the qualifying disaster declaration.

The FEMA declaration (DR-4769-CA) includes nine California counties; Butte, Glenn, Los Angeles, Monterey, San Luis Obispo, Santa Barbara, Santa Cruz, Sutter, and Ventura.

Between the five engaged Project Operators worksites have been identified with clean-up and repair work planned in five of the nine eligible counties; Butte (including tribal lands of the federally recognized Maidu and Mechoopda Tribes), Glenn, Los Angeles, Santa Barbara and Sutter.

- ii. Impact of the Declared Disaster on the Proposed Service Area** – Provide a brief (no more than 250 words) description of the declared disaster’s impact on the proposed project service area. Include information demonstrating the projected level of job loss in the disaster area.

The storms caused extensive damage to both private and public property. Public property damage fell into two broad categories: critical infrastructure systems such as roads being blocked by trees and mudslides; and quality-of-life systems that do not need immediate repair but must be addressed to protect public health and property values, such as flood control channels being clogged with debris, and parks and forests damaged beyond use. This grant will focus on cleaning and repairing those quality-of-life public properties that have long-term economic impacts on communities but do not require immediate remediation to restore essential services. This focus ensures that work will be available for participants over the lifetime of the grant and meets the needs of the communities that lack the funds to pay for the labor that is essential to meet extraordinary



provided by EDD as to the types of worksites and specific clean-up and repair activities allowable. Each Project Operator in this grant has experience partnering with EDD in DR NDWGs and was able to use past contacts and experiences to ensure that maximum outreach to appropriate agencies was done.

**ii. Description of Humanitarian Assistance Needs** – Provide a brief description of the humanitarian assistance needs resulting from the disaster. Describe how these needs were identified including any coordination activities that occurred with the appropriate organizations, including state emergency management agencies, to avoid duplication of activities and appropriately respond to the affected community’s needs after the disaster. (Reference [TEGL 16-21, Attachment I, pages 5 - 6](#))

N/A

**iii. Proposed Disaster-Relief Employment Jobs to Address Needs Described Above** – Provide a list of positions, the work location/project service area where work will occur, the anticipated start date, and a brief position description on how these positions will address the needs resulting from the disaster as described above. The position description should also identify general job responsibilities and briefly describe how these positions were identified. If more space is needed, include an attachment (no more than 2 pages).

Job Title	Position Description
Laborer/Crew	Perform manual tasks related to the clean-up and repair of storm damage
Crew Lead/Supervisor	Worker that provides team leadership along with performing labor tasks

**B. Employment and Training Needs and Activities** – DWG projects may provide employment and training activities to eligible participants following a qualifying disaster or emergency, per WIOA Section 170(d)(1)(C) regardless of an individual’s participation in disaster relief employment. (Reference [TEGL 16-21, Attachment I, pages 6 -7, and 17](#))

**i. Description of Early Intervention and Rapid Response Efforts** – Provide an overview of early intervention and rapid response efforts that occurred prior to the qualifying event. Describe the results of these efforts including any identified career services or training needs among the affected employees. Applicants that are not a state workforce agency or local workforce development board (WDB) must describe coordination strategies with appropriate local WDBs or with the state to ensure coordination with Rapid Response and early intervention activities.

N/A

**ii. Description of Employment and Training Needs** – Provide an overview of the economic situation and layoff impacts on the communities to be included in the project. Include information such as

unemployment rates, poverty rates, and educational attainment data. Describe employment opportunities within the project service area and include job growth in high quality occupations. Describe the workforce needs in the project service area, identifying any barriers to employment.

N/A

**iii. Description of Employment and Training Activities** – Provide a brief description (no more than 250 words) of employment and training strategies to address the needs described above. Describe how the specific needs of each participant will be determined, and strategies planned or in place to allow participants to obtain unsubsidized, sustainable, and quality employment following the conclusion of grant-supported activities. Describe how DWG funds will support the goal of enabling individuals to return to or enter high quality employment as a result of project activities. These goals might prioritize employment that includes a living wage and benefits, promotion potential, offers workers a voice in the operation of the organization, equitable hiring practices, or other factors as described by the applicant. Identify populations to be targeted for services including those who have been historically marginalized. Describe project strategies to address barriers to employment.

The EDD is not requesting a WD component for this grant at this time. Participants needing WD services will be co-enrolled into other programs such as formula DW offerings or other programs as appropriate to the individual's needs.

**SECTION 5. Statement of Work: Preliminary Project Implementation Plan**

**Overview** - Please insert your draft or preliminary Project Implement Plan that reflects your proposed project design and funding parameters in the grant award. Be sure to include project goals, objectives to attain the identified goals, project timelines, anticipated outcomes, and any potential challenges for reaching targets, as well as any other information that will enable ETA to support the grant recipient. An example is provided in the first row for reference purposes only. If awarded, applicants will be assigned a federal project officer in their region to assist with further developing the project implementation plan. (Reference [TEGL 16-21](#), Attachment I, pages 12 and 27)

<b><u>A. Project Goals and Objective(s)</u></b>	<b><u>B. Project Timeline</u></b>	<b><u>C. Anticipated Outcome(s)</u></b>	<b><u>D. Potential Challenge(s)</u></b>
<p><u>Goal #1:</u> Fully executed subrecipient agreements within 50 days of grant application submission</p> <p><u>Objectives for Goal #1:</u></p> <ol style="list-style-type: none"> <li>1. Create and send potential subrecipients an invitation to partner.</li> <li>2. Draft subrecipient MOU.</li> <li>3. Host subrecipient information meeting(s) and solicit verbal commitments from partners.</li> <li>4. Negotiate agreements as needed</li> <li>5. Send revised agreements to subrecipient signatories for review and signature.</li> </ol>	<ol style="list-style-type: none"> <li>1. Start Date – Completion Date</li> <li>2. Start Date – Completion Date</li> <li>3. Start Date – Completion Date</li> <li>4. Start Date – Completion Date</li> <li>5. Start Date – Completion Date</li> </ol>	<p>Identified interested subrecipients with adequate capacity and understanding of the short-term and high visibility of DR DWGs.</p>	<p>A subrecipient may not be able to finalize the MOU before the 50 days completion date; therefore, delaying the startup of the project.</p>
<p>Goal 1: complete project launch activities within 45 days of grant award</p> <p>Objective 1: execute subgrant agreements to all POs within 10 days of funds receipt</p> <p>Objective 2: perform project launch webinar within 14 days of funds receipt</p> <p>Objective 3: gather all information from POs needed to address any Special Conditions of the Award within 30 days of receipt</p> <p>Objective 4: answer and return Special Conditions within 45 days of receipt</p>	<ol style="list-style-type: none"> <li>1: August 1-10, 2024</li> <li>2: August 1-12, 2024</li> <li>3: August 1-31, 2024</li> <li>4: August 1-September 15, 2024</li> </ol>	<p>Based on historical performance, all objectives should be completed on time.</p>	<p>The most likely source of delay is if the NOA is not provided by August 1; each day of delay will shift the start and completion dates one day later, but the period for completion will remain the same.</p>

A. <u>Project Goals and Objective(s)</u>	B. <u>Project Timeline</u>	C. <u>Anticipated Outcome(s)</u>	D. <u>Potential Challenge(s)</u>
<p>Goal 2: all POs begin grant activities</p> <p>Objective 1: receive funds subgranted from the EDD</p> <p>Objective 2: fund subrecipients identified in grant application documents submitted to the EDD</p> <p>Objective 3: begin outreach and recruitment activities</p> <p>Objective 4: finalize worksite agreements with start and end dates</p> <p>Objective 5: start clean-up and repair work</p>	<p>1: August 13-September 18, 2024</p> <p>2: August 20-September 30, 2024</p> <p>3: September 1, 2024-grant end</p> <p>4: September 1, 2024-grant end</p> <p>5: September 1, 2024-grant end</p>	<p>Based on historical DR NDWG performance, all POs should begin their grant activities during the initial two months of the grant and begin successful performance during the first half of the second quarter of the grant.</p>	<p>The most likely challenge will be work stoppages caused by large fires in the state (either in disaster areas or because of smoke making it too hazardous to work outside) or additional severe storms. These events will delay progress, but work will resume quickly once the hazards pass.</p>
<p>Goal 3: build upon initial successes to complete grant successfully</p> <p>Objective 1: evaluate successful strategies from early quarters</p> <p>Objective 2: adapt outreach reach strategies to reach populations in need of grant services</p> <p>Objective 3: continue to evaluate worksites and add lower-priority sites to work list as higher-priority sites complete</p>	<p>1: January 1, 2024-grant end</p> <p>2: January 1, 2024-grant end</p> <p>3: January 1, 2024-grant end</p>	<p>Based on historical DR NDWG performance, all POs will need to reduce or pause grant activities during January and February each year due to weather concerns; this makes it the ideal time for grant evaluation and to adapt as needed.</p>	<p>There are no significant challenges anticipated with evaluating and adapting outreach and worksite strategies.</p>

**E. Attestations for Project Implementation** – All grant recipients must comply with WIOA statute and regulations (including DWG regulations at 20 CFR part 687), TEGL 16-21, grant award terms and conditions, and Uniform Guidance (2 CFR parts 200 and 2900). Below are some, but not all, of the requirements relevant to project implementation. Select the appropriate box to confirm understanding of and compliance with specified requirements. If selecting “no”, provide additional information to support response.

**i. Policies and Procedures** - DWG applicants must have the following policies and procedures in accordance with 20 CFR 687.170(b) and TEGL 19-16 to support the allowability of project activities. **(Reference [TEGL 16-21](#), Attachment I, Section 5)**

Participant Eligibility: Policies are in place for determining participant eligibility (including “long-term unemployed” and “significantly underemployed”).	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Employment and Training Services: Policies are in place to effectively carry out employment and training services including career services, training services, and supportive services.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Participant Support Services: Policies in place align with state or local area supportive service policies in accordance with the TEGL 16-21, Attachment I.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Worksite Selection and Management (including Health and Safety Standards): Policies are in place to ensure compliance with DWG requirements.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Subrecipient Monitoring: Policies are in place to ensure subrecipients meet the grant award terms and conditions and applicable regulations.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Please add any additional narrative regarding policies & procedures activities below.

Along with policies in place by the EDD, each PO is required to have their own appropriate policies, as well. The EDD has drafted its own comprehensive NDWG policy, [WSD 23-01 Operational Guidance for National Dislocated Worker Grants](#), release date July 12, 2023.

**ii. Performance and Reporting (Reference [TEGL 16-21](#), Attachment I, page 26)**

Ability to report through WIPS and submit a DWG Participant Individual Record Layout (PIRL). Access may include an agreement with a State Workforce Agency to report enrollment and performance on the applicant’s behalf.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Planned performance goals for this project align with the agreed-upon negotiated goals for the state WIOA Dislocated Worker program	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Please add any additional narrative regarding performance and reporting activities below.

<b>iii. Grant-funded Activities (Reference <a href="#">TEGL 16-21</a>, Attachment I, pages 2 – 12)</b>	
Disaster-relief employment will occur only geographic disaster area covered by the qualifying declaration for the Disaster Recovery DWG.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Highest priority will be given to cleanup of the disaster areas' most severely damaged public communities, facilities, and property, and to the cleanup and the provision of humanitarian assistance to economically disadvantaged areas within the disaster area. Where possible, grant recipients should prioritize enrollment of eligible participants most in need of economic support or workforce development services.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Documentation will be maintained for all worksites, including the dates and hours worked by each participant. For work on private property, documentation will include the rationale for the determination that such work was allowable under this guidance.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Please add any additional narrative regarding grant-funded activities below.	
<b>iv. Partnership in the American Job Center (AJC) Network (Reference <a href="#">TEGL 16-21</a>, Attachment I, pages 21 - 22)</b>	
DWG grants are funded through Title I of WIOA and are considered <u>required</u> one-stop partners in the local AJC network. <sup>1</sup> Grant recipients other than Native American programs (described in WIOA sec. 166) are required to confirm or commit to becoming one-stop partners by selecting the appropriate box.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Please add any additional narrative regarding AJC partnership activities below.	

<sup>1</sup> Guidance related to required WIOA partners, MOUs, and IFAs can be found in [TEGL 16-16](#) and [TEGL 17-16](#).  
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□ **SECTION 6. Statement of Work – Enrollment and Expenditure Plan**

**A. Enrollment Projections Summary** – Provide the estimated enrollment projections for the first increment and total funding request. For the purposes of this application, applicants should plan on receiving one-third of the total funding request for their first increment. Include an enrollment breakdown by year and quarter, for the total funding request and entire period of performance. Note the information provided is for planning and technical assistance purposes and should reflect achievable metrics. If awarded, applicants will be assigned a federal project officer in their region to assist with further developing the enrollment and expenditure plan.

	# Planned Participants for the First Increment	# Planned Participants for the Total Funding Request	Enrollment Breakdown for Total Funding Request for Period of Performance							
			Year 1				Year 2			
Total Number of Planned Participant	81	163	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
<i>Note that this number should align with the planned participant total provided in this application, Section 2, E. Planned Participants.</i>			14	39	62	90	139	152	158	163
Of the total number of participants, how many will ONLY be enrolled in disaster-relief employment?	81	163	14	39	62	90	139	152	158	163
Of the total number of participants, how many will ONLY receive employment and training services?	0	0								
Of the total number of participants who will receive employment and training services, how many will ALSO engage in disaster-relief employment?	0	0								

**B. Disaster-Relief Employment Expenditures** – Provide the wage and hour information below. The wage information must clearly reflect participant wage limitations established under WIOA and TEGL 16-21. (Reference [TEGL 16-21](#), Attachment I, pages 8 - 9)

<b>Estimated Disaster-Relief Employment Costs</b> (i.e., estimated total amount for disaster-relief employment including fringe, supplies, and other costs in accordance with TEGL 16-21)		\$ 5,726,841		
<b>Disaster-Relief Employment Positions</b> (add additional rows as necessary)		<b>Hourly Wage Range</b> (when there are multiple Disaster-Relief Employers for a position)		<b>Estimated Hours Per Participant (Not to Exceed 2080)</b>
		<b>Lowest Wage</b>	<b>Highest Wage</b>	
<b>Position/Job Title 1</b>	Laborer/Crew	\$ 18	\$ 25.71	737 average
<b>Position/Job Title 2</b>	Crew Lead/Supervisor	\$ 22	\$ 27	587 average
<b>Position/Job Title 3</b>		\$	\$	
<b>Position/Job Title 4</b>		\$	\$	
<b>Position/Job Title 5</b>		\$	\$	

**Description of Participant Wage Determination** – Briefly (250 words or less) describe and if necessary, justification for how participant wages were determined per TEGL 16-21, Attachment I, pages 8 – 9.

Participant wages for the laborer positions are based upon local wages for similar occupations in the county as determined by the EDD’s Labor Market Information Division, with the NDWG paying in the 50-75% bracket of wages. The slight premium on wages is offered because these temporary jobs do not bring certain benefits that come with unsubsidized employment such as a mandatory sick leave provision, eligibility for Unemployment Insurance, or the potential for long-term employment.

**i. Attestations for Disaster-Relief Employment Expenditures** - Select the boxes below to confirm understanding of and compliance with specified requirements.

Disaster-relief employment activities meet requirements included in TEGL 16-21, Attachment I.

Individual participant duration in disaster-relief employment is limited to 12 months (or 2,080 hours) unless the grantee requests an extension of up to an additional 12 months through a grant modification, and DOL grants such an extension.

**C. Employment and Training Services Projected Expenditures** (excluding Disaster-Relief Employment Wages) – Provide the estimated expenditure projections for the first increment and total funding request.

	<b>Estimated Dollar Amount Allocated for the First Increment</b>	<b>Estimated Dollar Amount Allocated for the Total Funding Request</b>
<b>Career services</b>	\$0	\$0
<b>Training services</b>	\$0	\$0
<b>Supportive services</b>	\$0	\$0
<b>Totals</b>	\$0	\$0

**i. Options for Employment and Training Services** – Check the relevant boxes below to indicate whether an employment and training services element is part of your NDWG project design.

On-the-job training (OJT)

Needs related payments (NRPs)

Transitional Jobs

Other

**If selecting Other, please describe:**

## □ SECTION 7. Project Budget – Non-Construction Programs SF-424A

Complete the following form provided on [Grants.gov](https://www.grants.gov) and include as an attachment to the application submission.

The Budget Information – Non-Construction Programs SF-424A form is located at: [SF-424 Family | GRANTS.GOV](https://www.grants.gov)

The line-item cost projections on the SF-424A must match the associated costs identified in the Budget Narrative.

## □ SECTION 8. Project Budget – Budget Narrative

**Overview** – When developing the Budget Narrative, please ensure a narrative explanation is provided for each line item on the SF-424A, which includes an itemization of the component costs adding up to the total projected cost for each line item. All proposed project costs must clearly reflect activities listed in the Statement of Work sections of the application, and demonstrate compliance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The calculations provided in the Budget Narrative must be mathematically accurate, and the line-item cost projections in the narrative must match the associated costs identified on the SF-424A. Miscalculations greater than 10 percent of the total grant award will not be accepted and could delay the grant award.

For DWGs, ETA generally awards in one-third increments of the requested funding amount, with an overall ceiling (often referred to as the “up-to” amount) equal to the total funding request. Applicants must provide a budget narrative that reflects the total funding request (up-to amount) and includes a first increment estimated total for each cost category. Providing both totals for each cost category will assist with expediting a grant award determination and limiting pre- and post-award budget revisions. (Reference [TEGL 16-21](#), I-18, and I-20 and 21)

**A. Personnel** – List all staff positions by job title. For each staff position, identify the annual salary, the percentage of time devoted to the project, the salary amount funded by the grant, and the total cost for the full period of performance.

Staff Position/Job Title	Annual Salary	%FTE <sup>2</sup>	Total Annual Salary Funded by Grant	No. of Grant Years	Total
a)	\$		\$		\$
b)	\$		\$		\$
c)	\$		\$		\$
d)	\$		\$		\$
e)	\$		\$		\$
f)	\$		\$		\$
g)	\$		\$		\$
h)	\$		\$		\$
i)	\$		\$		\$
j)	\$		\$		\$
k)	\$		\$		\$
l)	\$		\$		\$
<b>Total Costs</b>					<b>\$ 154,485</b>
<b>First Increment Estimated Total</b>					<b>\$ 72,397</b>

**Narrative** - Provide a brief description (no more than 250 words) to justify budget costs provided above.

See the attached Budget Information Narrative, pages 1 and 2, for a comprehensive breakdown of the budget, including splits between administrative and program costs. The first increment cost is slightly less than 1/2 of the total request because the travel will be fully charged regardless of the number of increments, so the offset funds come from the personnel wages and benefits.

<sup>2</sup> FTE – Full-Time Employee

**B. Fringe Benefits** – Provide the overall fringe benefit percentage which reflects the recipient’s organizational fringe. Provide the fringe benefit calculation for each staff position listed under the Personnel line item. In the Narrative, list the component benefits, such as health insurance, FICA, retirement, etc.

Fringe Benefit for each Staff Position	Fringe Benefit Percentage	Fringe Benefit Calculation	Total
a)			\$
b)			\$
c)			\$
d)			\$
e)			\$
f)			\$
g)			\$
h)			\$
i)			\$
j)			\$
k)			\$
l)			\$
<b>Total Costs</b>			<b>\$ 81,698</b>
<b>First Increment Estimated Total</b>			<b>\$ 38,983</b>

**Narrative** - Provide a brief description (no more than 250 words) to justify budget costs provided above.

See the attached Budget Information Narrative, page 2, for a comprehensive breakdown of the budget, including splits between administrative and program costs. The first increment cost is slightly less than 1/2 of the total request because the travel will be fully charged regardless of the number of increments, so the offset funds come from the personnel wages and benefits.

C. **Travel** - Specify the type and purpose of travel related costs. Include applicable cost breakdowns to calculate the final total for each line item. For example, include number of travelers, approximate mileage, per diem rates, estimated number of trips, and other associated travel costs as applicable.

Travel Purpose and Type	No. of Trips	Number of Travelers	Cost (per mile, daily rate, or per diem)	Units (nights, mileage, etc.)	Total
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
<b>Total Costs</b>					<b>\$ 13,423</b>
<b>First Increment Estimated Total</b>					<b>\$ 13,423</b>

**Narrative** - Provide a brief description (no more than 250 words) to justify budget costs provided above.

See the attached Budget Information Narrative, pages 2 and 3, for a comprehensive breakdown of the budget, including splits between administrative and program costs. There is no difference between the total and first increment costs because site visits will be made regardless of the number of increments funded.

**D. Equipment** – Identify each item of equipment to be purchased which has an estimated acquisition cost of \$5,000 or more per unit and a useful lifetime of more than one year. Equipment includes information technology systems. List the quantity and unit cost per item. Items with a unit cost of less than \$5,000 are considered supplies.

Item	Useful Life	Per Unit Cost	No. of Units	Total
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
<b>Total Costs</b>				<b>\$0</b>
<b>First Increment Estimated Total</b>				<b>\$0</b>

**Narrative** – Provide a brief description (no more than 250 words) to justify budget costs provided above.

The EDD is not requesting any equipment costs for this grant.



**F. Contractual** – Under the Contractual line item, list all subrecipients and contractors. Subrecipients are entities that receive a subaward to carry out the project or program under a federal award. In accordance with 2 CFR 200.22, a subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Contractors are entities providing goods or services to the grant recipient in a procurement transaction. All subrecipients identified in the Section 3 of this application should also be listed in the table below.

<b>Subrecipient Name</b>	<b>Description of Project or Program Activities and Services to be Provided</b>	<b>Total</b>
		\$
		\$
		\$
		\$
		\$
<b>Contractor Name</b>	<b>Description of Services and/or Goods to be Provided</b>	<b>Total</b>
		\$
		\$
		\$
		\$
		\$
<b>Total Costs</b>		<b>\$ 5,440,500</b>
<b>First Increment Estimated Total</b>		<b>\$ 2,720,250</b>

**Narrative** – Provide a brief description (no more than 250 words) to justify budget costs provided above.

See the attached Budget Information Narrative, pages 3 and 4, for a comprehensive breakdown of the budget, including splits between PO administrative, participant program, and PO program costs.

The EDD is requesting to be funded in two increments for this project’s concentrated award amount. Doing so will limit the administrative burden associated with an additional increment request and avoiding potential delays that force Project Operators to suspend their participant’s temporary disaster-relief employment and incur additional costs to restart their project during the process.



**I. Indirect Charges** – If charging indirect costs to the grant, this line item must be populated. Include the current provisional or approved Negotiated Indirect Cost Rate Agreement (NICRA) or Cost Allocation Plan (CAP), signed by the Federal cognizant agency, as an attachment to the grant application. Any costs not supported by a current NICRA or CAP must be limited to 10 percent the Modified Total Direct Cost until an approved NICRA or CAP covering the applicable program period is submitted.

Type of Rate	Period From:	Period To:	Rate	Base Total	Total
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
<b>Total Costs</b>					<b>\$ 17,291</b>
<b>First Increment Estimated Total</b>					<b>\$ 8,645</b>

**Narrative** – Provide a brief description (no more than 250 words) to justify budget costs provided above.

See the attached Budget Information Narrative, pages 4 and 5, for a comprehensive breakdown of the budget, including splits between administrative and program costs.

<p><b>J. <u>Attestations for DWG Budgets and Budget Narratives</u></b> – Select the boxes to confirm understanding of/compliance with specific requirements.</p>
<p><input checked="" type="checkbox"/> <u>Allowability</u> – All costs must be allowable in accordance with the Cost Principles, now found in the Office of Management and Budget’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), codified at 2 CFR part 200 and at 2 CFR part 2900. Among the requirements met, all costs proposed are necessary and reasonable for the performance of this project; are consistent with policies and procedures that apply to both federally financed and other activities of the non-Federal entity; and are accorded consistent treatment.</p>
<p><input checked="" type="checkbox"/> <u>Proportional Benefit</u> – All costs are allocable to the project activities described in the Statement of Work. Where there are shared benefits to other programs or projects not included in the Statement of Work, documentation is available to demonstrate that costs charged to this award reflect proportional benefit to this award.</p>
<p><u>Supportive Services Policy</u> – Select 1 of the 2 statements immediately below.</p> <p><input checked="" type="checkbox"/> a) All costs for supportive services included in the statement of work, such as needs-related payments and transitional jobs, reflect existing policies and procedures and WIOA limitations.</p> <p><input type="checkbox"/> b) If not currently in place, all applicable costs will be considered unallowable until a supportive service policy is developed in consultation with American Job Center partners, other community service providers, and ETA (Regional and Program Offices) to apply broadly to WIOA programs.</p>
<p><input checked="" type="checkbox"/> <u>On-the-Job Training</u> – On-the-Job-Training (OJT) does not exceed 50 percent of the wage rate for on-the-job training participants, or, up to 75 percent if certain criteria are met as outlined in WIOA section 134(c)(3)(H).</p>
<p><input checked="" type="checkbox"/> <u>Administrative Cost Limitation</u> – Administrative Costs will not exceed 10 percent of the total award for DWG recipients who are also serving as the project operator, or 15 percent (5 percent for the recipient, and 10 percent for subrecipients/project operators) of the total award when DWG recipients subaward/subcontract project activities to subrecipients/project operators. Compliance with the administrative costs limit is monitored throughout the grant period. Any amounts exceeding this limitation at closeout will be disallowed and subject to debt collection.</p>
<p><u>Equipment</u> –</p> <p><input checked="" type="checkbox"/> Prior approval will be requested from the Grant Officer via a grant modification request before the applicant or subrecipient purchases equipment, including information technology systems and software, meeting the \$5,000 threshold. Software is considered equipment if the purchase, inclusive of ancillary equipment and acquisition costs, exceeds \$5,000.</p> <p><input checked="" type="checkbox"/> Equipment will not be purchased by the applicant or subrecipients in the last year of the grant award.</p>
<p><input checked="" type="checkbox"/> <u>Contractual</u> – Procurement of goods and services will be conducted in accordance with the applicant’s written procurement policies and procedures.</p>
<p><input checked="" type="checkbox"/> <u>Indirect Costs</u> – Any indirect costs not supported by a submitted and current signed NICRA or CAP and exceed the de minimis rate of 10 percent of modified total direct costs as defined in the Uniform Guidance, codified at 2 CFR 200.1 “Modified Total Direct Cost (MTDC)”, are not allowable.</p>

## □ SECTION 9. Budget Form and Narrative Instructions

**Budget Information Form** – You must complete the [Budget Information for Non-Construction Programs \(SF-424-A\)](#). In preparing the Budget Information Form, you must provide a concise narrative explanation to support the budget request, explained in detail below.

**Budget Narrative** – The Budget Narrative must provide a description of costs associated with each line item on the SF-424A. It must separate the primary cost components of each line item, which when added together provide the line-item total. It must also provide the basis for the costs, and the function or use of particular items. The Budget Narrative should also include a section describing any leveraged resources provided (as applicable) to support grant activities. Leveraged resources are all resources, both cash and in-kind, in excess of this award. Valuation of leveraged resources follows the same requirements as match. Applicants are encouraged to leverage resources to increase stakeholder investment in the project and broaden the impact of the project itself. Each category should include the total cost for the period of performance. Use the following guidance for preparing the Budget Narrative.

**Personnel** – List all staff positions by title (both current and proposed) including the roles and responsibilities. For each position give the annual salary, the percentage of time devoted to the project, and the amount of each position’s salary funded by the grant.

**Fringe Benefits** – Provide a breakdown of the amounts and percentages that comprise fringe benefit costs such as health insurance, FICA, retirement, etc.

**Travel** – For grantee staff only, specify the purpose, number of staff traveling, mileage, per diem, estimated number of in-state and out-of-state trips, and other costs for each type of travel. More information on federal per diem rates can be found on the [GSA per diem page](#).

**Equipment** – Identify each item of equipment you expect to purchase that has an estimated acquisition cost of \$5,000 or more per unit (or if your capitalization level is less than \$5,000, use your capitalization level) and a useful lifetime of more than one year (see 2 CFR 200.1 for the definition of Equipment). List the item, quantity, and the unit cost per item. Items with a unit cost of less than \$5,000 are supplies, not “equipment.” In general, we do not permit the purchase of equipment during the last funded year of the grant.

**Supplies** – Identify categories of supplies (e.g., office supplies) in the detailed budget and list the item, quantity, and C-2 the unit cost per item. Supplies include all tangible personal property other than “equipment” (see 2 CFR 200.1 for the definition of Supplies).

**Contractual** – Under the Contractual line item, delineate contracts and subawards separately. Contracts are defined according to 2 CFR 200.1 as a legal instrument by which a non-federal entity purchases property or services needed to carry out the project or program under a federal award. A subaward, defined by 2 CFR 200.1, means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal program. For each proposed contract and subaward, specify the purpose and activities to be provided, and the estimated cost.

**Construction** – Construction costs are not allowed, and this line must be left as zero. Minor alterations to adjust an existing space for grant activities (such as a classroom alteration) may be allowable. We do not consider this as construction, and you must show the costs on other appropriate lines such as Contractual.

**Other** – Provide clear and specific detail, including costs, for each item so that we can determine whether the costs are necessary, reasonable, and allocable. List items, such as stipends or incentives, not covered elsewhere.

**Indirect Costs** – If you include an amount for indirect costs (through a Negotiated Indirect Cost Rate Agreement or De Minimis) on the SF-424A budget form, then include one of the following: 1) If you have a Negotiated Indirect Cost Rate Agreement (NICRA), provide an explanation of how the indirect costs are calculated. This explanation should include which portion of each line item, along with the associated costs, are included in your cost allocation base. Also, provide a current version of the NICRA. or 2) If you intend to claim indirect costs using the 10 percent de minimis rate, please confirm that your organization meets the requirements as described in 2 CFR 200.414(f). Clearly state that your organization does not have a current negotiated (including provisional) rate, and is not one described in 2 CFR 200, Appendix VII (D)(1)(b). Applicants choosing to claim indirect costs using the de minimis rate must use Modified Total Direct Costs (see 2 CFR 200.1 below for definition) as their cost allocation base. Provide an explanation of which portion of each line item, along with the associated costs, are included in your cost allocation base. Note that there are various items not included in the calculation of Modified Total Direct Costs. See the definitions below to assist you in your calculation.

- **2 CFR 200.1 Modified Total Direct Cost (MTDC)** means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards 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 in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs. The definition of MTDC in 2 CFR 200.1 no longer allows for any sub-contracts to be included in the calculation. You will also note that participant support costs are not included in modified total direct cost. Participant support costs are defined below.
- **2 CFR 200.1 Participant Support Cost** means direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences, or training projects.

Also, see [DOL's Cost-Price Determination Division page](#) for additional information regarding the negotiation of Indirect Cost Rates at DOL.

The SF-424, SF-424A, and Budget Narrative must include the entire federal grant amount requested (not just one year). Do not show leveraged resources on the SF-424 and SF-424A. You should describe leveraged resources in the Budget Narrative.

Applicants should list the same requested federal grant amount on the SF-424, SF-424A, and Budget Narrative. If minor inconsistencies are found between the budget amounts specified on the SF-424, SF-424A, and the Budget Narrative, ETA will consider the SF-424 the official funding amount requested.

**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)

**Attachment F:**  
**Negotiated Indirect Cost Rate Agreement**

N/A - Submitted NICRA does not cover the grant period of performance.