

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

M118419-7100

PURCHASING AUTHORITY NUMBER (If Applicable)

EDD-7100

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Employment Development Department

CONTRACTOR NAME

San Bernardino County Workforce Development Department

2. The term of this Agreement is:

START DATE

August 1, 2025 or upon final approval, whichever is later

THROUGH END DATE

April 30, 2027

3. The maximum amount of this Agreement is:

\$ 993,000.00 (Nine Hundred Ninety-Three Thousand Dollars and No Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	6
Attachment A-1	Project Narrative	6
Attachment A-2	Fiscal and Program Reporting Requirements	2
+ - Exhibit B	Budget Detail and Payment Provisions	2
+ - Attachment B-1	Budget Summary	2
+ - Attachment B-2	Allowable and Disallowable Cost Items	2
+ - Attachment B-3	Administrative Costs	2
+ - Exhibit C	General Terms and Conditions* GTC 02/2025	
+ - Exhibit D	Special Terms and Conditions	3
+ - Exhibit F	Funding Opportunity Announcement/Solicitation for Letters**	
+ - Exhibit G	Contractor's Response to Solicitation for Letters**	
+ -	**Items shown with a double asterisk (**) are hereby incorporated by reference and made part of this Agreement as if attached hereto.	

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

M118419-7100

PURCHASING AUTHORITY NUMBER (If Applicable)

EDD-7100

*IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

San Bernardino County Workforce Development Department

CONTRACTOR BUSINESS ADDRESS

290 North D Street, 6th Floor

CITY

San Bernardino

STATE

CA

ZIP

92415

PRINTED NAME OF PERSON SIGNING

Dawn Rowe

TITLE

Chair, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Employment Development Department

CONTRACTING AGENCY ADDRESS

722 Capitol Mall, MIC 62-C

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Lauren Prizmich

TITLE

Chief, OPCA

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM Vol. 1 Section 4.06

**EXHIBIT A
SCOPE OF WORK
(Standard Agreement)**

1. This Agreement is entered into by and between the Employment Development Department, hereinafter referred to as the EDD, and San Bernardino County Workforce Development Department (SBCWDD), hereinafter referred to as the Grantee, for the purposes of conducting the Department of Rehabilitation-America's Job Centers of California Collaboration (DOR-AJCC Collaboration). The purpose of the DOR-AJCC Collaboration program is to serve people with disabilities in AJCCs in collaboration with the DOR. The Grantees will work collaboratively with the EDD and the DOR to create lasting systems change that results in increased collaboration between Workforce Innovation and Opportunity Act (WIOA) Title I and IV programs and increased employment and career advancement for individuals with disabilities across California.
2. The Grantee will comply with the terms and conditions set forward in this Agreement, guidance provided by the EDD and the DOR-AJCC Collaboration Technical Assistance and Developmental Evaluation (TA and DE) team, the Solicitation for Letters (SFL) for the DOR-AJCC Collaboration, and the Grantee's response to the SFL, which, by this reference are both incorporated and made part of the Agreement.
3. The Project Representatives during the term of this Agreement will be:

State Agency

Employment Development Department
Attn: Bethany Smith
722 Capitol Mall, MIC 50
Sacramento, CA 95814
Phone: 916-398-7025
E-Mail: Bethany.smith@edd.ca.gov

Grantee

San Bernardino County Workforce Development Department
Attn: Robert Chavez
290 North D Street, 6th Floor
San Bernardino, CA 92415
Phone: 909-387-9858
E-mail: Robert.Chavez@wdd.sbcounty.gov

Changes to the EDD Project Representative will not require an amendment to the Contract.

4. DOR-AJCC Collaboration Grantee Roles and Responsibilities
 - A. The Grantees will be responsible for identifying staff and/or partners that will fulfill the following roles, identified as central to meeting the objectives of the DOR-AJCC Collaboration including meaningful access to services:

Disability Resource Coordinator: to facilitate system-wide coordination and implementation of project goals and objectives, achievement of systems-change and sustainability goals of the project, and to participate in state level engagement activities.

EXHIBIT A SCOPE OF WORK (Standard Agreement)

Disability Services Navigator(s): to provide direct services to participants and coordinate co-enrollment and co-case management with the DOR Qualified Rehabilitation Professionals (QRP) at one or more AJCC locations.

Disability Benefits Planner(s)/Work Incentives Practitioner(s): to provide in-depth guidance to Social Security disability beneficiaries about the effect of employment on their public benefits.

- B. The Grantees will be responsible for meeting key systems change and sustainability objectives during the life of the grant and will work toward addressing needs and challenges identified in "Attachment A-1." The Grantees will work with the DOR, the EDD, and the TA and DE provider to identify opportunities to implement systems changes that will lead to ongoing provision of services to people with disabilities using ongoing mainstream funding like WIOA Title I Adult and Dislocated Worker funds and WIOA Title IV Vocational Rehabilitation (VR) funds. Potential strategies to accomplish this aim may include but is not limited to the following.
 - i. Reviewing and revising existing policies and procedures if they impose any barriers to programmatic access or undue burden on job seekers with disabilities.
 - ii. Determining need for new policies around accommodations, co-enrollment, or others that may be determined through ongoing developmental evaluation.
 - iii. Reviewing and revising partnership agreements to ensure partnership between the DOR and AJCCs are operationalized (become standard business practice).
 - iv. Operationalizing ongoing education for staff on disability-related topics, potentially including, but not limited to disability etiquette, attitudinal training, reasonable accommodations, assistive technology, disability benefits, trauma informed care, accessible documents, and person-centered approach.
 - v. Operationalizing ongoing cross-training with partners, specifically between the DOR and AJCCs. Cross-training with other partners is also recommended, including, but not limited to regional centers, independent living, community-based organizations, and disability benefits planning services.
- C. The Grantees will enroll participants, test strategies, and participate in ongoing developmental evaluation to identify and scale promising practices for serving people with disabilities in the AJCCs, and for co-enrolling in the DOR services. Strategies will evolve as the developmental evaluation results in recommendations to ongoing program improvements and will focus on the following.
 - i. Increasing meaningful access to employment and training activities for people with disabilities.
 - ii. Increasing co-enrollment and integrated service delivery between WIOA Title I and WIOA Title IV services.
 - iii. Identifying and reducing gaps in training, employment, and wage outcomes for people with disabilities accessing WIOA I services.
 - iv. Creating sustainable workforce programming that ensures lasting increases in service levels and training and employment outcomes for people with disabilities.
 - v. Developing, testing, and refining strategies for assisting job seekers with disabilities in obtaining public sector employment.

EXHIBIT A SCOPE OF WORK (Standard Agreement)

5. Required Partnerships

- A. The success of the DOR-AJCC Collaboration Program will require the establishment of mandatory partnerships, that must include the DOR. The EDD, the DOR, and the DOR-AJCC Collaboration Technical Assistance provider will collaborate on a wide range of activities related to the management, design, oversight, and administration of the DOR-AJCC Collaboration Program. Failure to obtain and maintain required partnerships may result in early contract termination. Changes in required partners must be communicated to the EDD Project Management Team in writing within 10 days of initial determination. All notifications must include the name of the new partner(s), their roles, responsibilities, and/or a plan of action for the recruitment of new partners. Notifications must also contain a risk mitigation plan that addresses program continuity during the partnership development process.
- B. The Grantee is responsible for ensuring the availability of proposed services, meeting of key implementation milestones, the collection of participant data and documentation of program activities conducted with DOR-AJCC Collaboration funding and leveraged WIOA Title I funding. The Grantee must also collaborate with DOR to leverage WIOA Title IV funding and collect and necessary information from their DOR required partners needed for the submission of required participant data and any supplemental information requests to the EDD and the Technical Assistance and Evaluation team.
- C. The Grantee is responsible for ensuring the availability of benefits planning/work incentives planning services for participants. This may be done by hiring or certifying a benefits planner within the Grantee's organization, or through a partnership with or subaward to an organization that provides benefits planning/work incentives planning services.
- D. During the performance period, the Grantees will be monitored and/or audited by the state in accordance with existing policies, procedures, and requirements governing the use of funds. The Grantees and subrecipients are expected to be responsive to all reviewers' requests, provide reasonable and timely access to records and staff, facilitate access to subcontractors, and communicate with reviewers in a timely and accurate manner.

6. Required Collaboration

- A. Participation in state-level activities coordinated by the EDD, the DOR, and the funded TA and DE provider is required. Applicants should ensure that they allow sufficient staff time to meet the commitments of these activities. The Grantee must collaborate with and be responsive to the EDD Project Management Team, the Technical Assistance and Evaluation Team, the DOR, and other EDD staff and management. This includes submitting required reports, providing information to the EDD Project Management Team and the Technical Assistance and Evaluation Team, and participating in meetings, Communities of Practice, convenings, field visits, or interviews for quality assurance oversight.
- B. The Grantee is required to be an active member of a state level workgroup with the EDD, the DOR, the DOR-AJCC Collaboration Technical Assistance provider, and other stakeholders.

EXHIBIT A SCOPE OF WORK (Standard Agreement)

This includes ensuring a Grantee representative is in attendance and is an active participant at regularly scheduled workgroup meetings and contributes to workgroup deliverables and work products.

7. Default Provisions

The Grantee will be in default under this Agreement if any of the following occur:

- A. The Grantee has materially and substantially breached the terms and conditions of this Agreement.
- B. Making any false warranty, representation, or statement with respect to this project or the application filed to obtain this Agreement.
- C. Failure to operate or maintain the project in accordance with this Agreement.
- D. Failure to submit timely progress reports.
- E. Failure to routinely invoice the State.

Should an event of default occur, the EDD shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to address the default from the date the electronic notice is sent. If the Grantee fails to address the default within the time prescribed by the EDD, the EDD may do any of the following:

- A. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- B. Terminate any obligation to make future payments to the Grantee.
- C. Terminate the Agreement.
- D. Take any other action that it deems necessary to protect its interests.

In the event the EDD finds it necessary to enforce this provision of this Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the EDD including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

8. Required Notices

The Grantee shall promptly notify the EDD, in writing, of the following items:

- A. Events or proposed changes that could affect the scope, budget, or work performed under this Agreement. The Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the EDD and the EDD has given written approval for such change. Substantial changes generally include, but are not limited to, changes to the scope of work and/or budget.
- B. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by the EDD representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
- C. The Grantee shall notify the EDD within ten (10) calendar days of the initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.

EXHIBIT A SCOPE OF WORK (Standard Agreement)

9. Key Personnel Changes

Changes in key personnel must be communicated to the EDD Project Management Team in writing within ten (10) calendar days of initial determination. All notifications must include the name of the key personnel, their roles, responsibilities, and/or a plan of action for the recruitment of new personnel. Notifications must also contain a risk mitigation plan that addresses program continuity during the recruitment and onboarding process. The Grantee is responsible for ensuring program continuity through any key personnel changes and that key personnel have the professional qualifications required of the position.

10. Contract Amendments

The Grantee will have the opportunity to submit modifications during the period of performance to accurately reflect necessary adjustments for the success of the DOR-AJCC Collaboration project. All modifications will require written approval from the EDD. Changes to the project cannot be carried out until an approved amendment is provided to the Grantee by the EDD.

A. Request for amendments must:

- i. Be prepared, in writing, on official letterhead and signed by the Authorized Signatory or designee on file with the EDD.
- ii. Include a detailed explanation of the proposed amendment, reason for the amendment, and the effect of not approving the request.
- iii. Include a copy of the document(s) requested for amendment that shows the requested changes.

B. Funding Amendments:

- i. The proposed funding is based on the anticipated availability of relevant funds. Should funding availability change, the EDD reserves the right to make any necessary amendments to the Agreement amount.

C. Period of Performance Amendments:

- i. Failure to successfully meet DOR-AJCC Collaboration scope of work requirements may result in full or partial deobligation of the funding and/or a shorter period of performance of this Contract.
- ii. Amendment extensions beyond April 30, 2027, are subject to final approval from the EDD.

D. No oral understanding or change not incorporated in this Agreement is binding on any of the parties.

The EDD reserves the right to request modifications and contract amendments as necessary for the success of the DOR-AJCC Collaboration.

11. DOR-AJCC Collaboration Clause

Program design and requirements are subject to change based on program legislative requirements and continuous improvement activities determined by the EDD Project Management Team, the DOR, and the Technical Assistance and Evaluation Team.

**EXHIBIT A
SCOPE OF WORK
(Standard Agreement)**

12. DOR-AJCC Collaboration Glossary of Terms

Grantee: The Grantee is the recipient of DOR-AJCC Collaboration funds and is responsible for DOR-AJCC Collaboration program deliverables, reporting requirements, and coordination of services and activities conducted with DOR-AJCC Collaboration and leveraged funding.

DOR-AJCC Collaboration Technical Assistance and Developmental Evaluation

Team: The DOR-AJCC Collaboration Technical Assistance and Developmental Evaluation team is responsible for providing technical assistance to the Grantees on project implementation and challenges, and for evaluating project success.

**ATTACHMENT A-1
PROJECT NARRATIVE
(Standard Agreement)**

Grantee Name: San Bernardino County Workforce Development Department
Project Name: DOR-AJCC Collaboration

Target Region and Population

The largest county in the United States, San Bernardino County is a vast 20,000-mile area that stretches across Southern California from the eastern border of LA County, spreading across 24 diverse cities and borders the states of Nevada and Arizona. In 2023, San Bernardino County had a population close to 2.2 million people, 5% of California's population, including a growing population of people with disabilities (PWD) (182,235 at 8.3% of the population). PWD face significant barriers including equitable access to vocational training programs, education and quality jobs in San Bernardino County. Although San Bernardino County is a major economic hub for the state, its workers earn less than statewide averages, its homes cost about half the price of those in coastal counties, and there are fewer college graduates than in most metro areas in California. 13.2% of the population in San Bernardino County live below the poverty line, a number higher than the national average of 12.5%. The poverty rate for PWD in California was 22% in 2021. San Bernardino County has long been a place of opportunity for many in Southern California, reasons ranging from access to affordable housing; to employment opportunities in industries concentrated around service, warehousing, and hospitality work, all of which have not traditionally been viewed as "good" jobs. As the population has grown, there is a need for a more diverse and skilled workforce.

Within the PWD population, SBCWDD intends to target people also experiencing homelessness, people with a history of incarceration, people receiving government assistance, Veterans, Black/African American and Latino populations. San Bernardino County Workforce Development Dept. (SBCWDD) will outreach and market to its 32 Workforce Innovation and Opportunities Act (WIOA) America's Job Centers of California (AJCC) System MOU partners and all client facing San Bernardino County sister departments including Children and Family Services, Homeless Services, Aging and Adult Services, Behavioral and Public Health, Child Support Services, Community Development and Housing, Probation, Sheriffs, and Veteran's Affairs with the intent to serve all PWD populations. Although SBCWDD has recruited, enrolled and serviced thousands of PWD in just the last few years, many underserved populations and communities in general are unaware of the services that the AJCC provides. PWD specifically have lower participation rates and are unaware of the services that the AJCC offers due to ineffective outreach that must be specifically tailored for PWD. Often, PWD fear the disability stigma or being discriminated against when seeking services at the AJCC, leading to non-participation of services and initiatives. Additionally, there is a lack of programming and services specifically designed for the unique needs of PWD.

Challenges in Co-Enrollment between AJCC and DOR Programs

Co-enrollment between SBCWDD's AJCC and Department of Rehabilitation (DOR) can offer PWD comprehensive wrap-around services for employment and skills development.

**ATTACHMENT A-1
PROJECT NARRATIVE
(Standard Agreement)**

The DOR is a co-located mandated AJCC partner in all three of SBCWDD's AJCCs and has signed an MOU to coordinate services with the AJCC that includes co-enrollment. However, several challenges and barriers can impede effective co-enrollment. SBCWDD and their partner DOR locations have experienced communication and coordination challenges. Divergent primary objectives have led to communication misunderstandings and missed opportunities for collaboration during and after the transition through the COVID-19 epidemic. Additionally, the transition of client-facing staff at the AJCC for both SBCWDD and DOR has led to the need for staff training on each other's services and how to effectively facilitate co-enrollment. If awarded, SBCWDD and DOR plans will be expedited by providing guidance and technical assistance for capacity building for staff, the building of meaningful partnerships, person-centered approach to service delivery, co-case management/co-enrollment processes, community of practices approaches, and extensive cross-training staff on each other's services and goals for PWD.

Barriers to Securing Employment for People with Disabilities

Unemployment rates for PWD in San Bernardino County are significantly higher than for those without disabilities, with a 10.9% unemployment rate for PWD statewide. This disparity highlights the urgent need for targeted employment services that can effectively connect PWD with job opportunities and training. PWD face unique challenges and barriers in their efforts to secure not just employment but a quality job. San Bernardino County is a growing, thriving area in Southern California with expanding job sectors including Transportation, Logistics, Construction, and Healthcare. SBCWDD utilizes a sector-based career pathway model that supports economic growth and vitality by creating opportunities for business, employees and job seekers. Despite the rapid growth, PWD still face challenges in securing employment in the above job sectors that may not be as conducive to individuals with specific disabilities and ultimately limiting employment choices. PWD often do not disclose their specific disability and AJCC staff are unaware of their client's unique barrier. Add social isolation, which can lead to a lack of networking with peers and career counselors, resulting in an inability to navigate the job market. As stated, San Bernardino County is home to a diverse population of 2,196,314 residents including a significant number of PWD. According to the statistics provided by the U.S. Census Bureau, nearly 8.3% of residents in San Bernardino County experience some form of disability. This demographic faces numerous barriers, including access to employment opportunities, inadequate transportation, and insufficient support services, which hinder their ability to achieve independence and participate fully in the community.

Challenges in Co-Enrollment between AJCC and DOR Programs

Despite the existence of various programs aimed at supporting PWD, there remains a critical gap in the coordination of services county-wide, particularly regarding co-enrollment with DOR. A slim percentage of eligible individuals are co-enrolled in DOR services, which limits access to resources that facilitates employment and skill development. This lack of co-enrollment not only restricts individual opportunities but also strains the existing service delivery system, leading to fragmented support that fails to address the holistic needs of PWD.

**ATTACHMENT A-1
PROJECT NARRATIVE
(Standard Agreement)**

Many PWD and their families are unaware of the services available through DOR and other community resources, which creates barriers to accessing vital services. The County currently lacks sufficient services, such as job coaching, transportation assistance, and life skills training, which are essential for empowering PWD to achieve their goals. There is a pressing need for greater community engagement to foster collaboration among service providers to create a seamless support system. By fostering partnerships between local organizations, DOR, and other stakeholders, we can create an integrated approach to service delivery. Investing in initiatives that enhance co-enrollment with the DOR will improve service access and outcomes for PWD and promote greater community inclusion and economic participation.

Estimated Number of Participants

SBCWDD will serve a total of 450 PWD. These participants will navigate through both WIOA Title I and IV in an immersed and integrated process between AJCC and DOR staff. Each PWD will be co-orientated in a joint info session, intake and assessment process all in one day to determine eligibility. DOR will implement their expedited enrollment process to forgo their traditional method of eligibility, ensuring efficient co-enrollment with Title I. PWD will be fast tracked to services such as case management, career counseling and development of the Individualized Employment Plan that will be co-facilitated by staff from both DOR and AJCC. Case conferences will be held to reach an agreement on the best course of action for career pathway counseling, support services requests/dispersals and training services. The integrated teams will provide client centered design services for each PWD and will determine funding (Title I and/or IV) to be used and leveraged for work-based learning activities- transitional jobs, vocational training, apprenticeship and or on-the-job training (OJT). The selection of vocational training providers for training will be coordinated by utilizing the Eligible Training Provider List (ETPL) and will lean on the AJCCs staff's knowledge of training providers with successful performance in certificate/credential attainment and securing quality jobs for participants. Through cross training and the integrated team model approach, business serving staff will work together in tandem to solicit and secure employers interested in hosting PWD for OJT, transitional jobs and direct placements. This investment will empower individuals to overcome barriers, gain meaningful employment, and contribute to the overall vitality of San Bernardino County.

Project Locations

SBC Works Project will operate at the 3 San Bernardino County AJCCs-East Valley AJCC in the city of San Bernardino, High Desert AJCC in Victorville, and West Valley AJCC in Rancho Cucamonga.

**ATTACHMENT A-1
PROJECT NARRATIVE
(Standard Agreement)**

Key Positions

SBCWDD will staff the project as follows:

Disability Resource Coordinator (DRC) at the WDD administrative office.

The DRC will facilitate and coordinate the project, act as the liaison to EDD/DOR/Technical Assistance and Developmental Evaluation provider, implement project goals and objectives, participate in state level engagement and progress activities.

Three (3) Disability Service Navigators (DSN) will provide job search assistance, training and work-based learning services to the PWD populations, facilitate and coordinate the co-enrollment and co-case management process with their DOR counterparts at each of the AJCCs. Those that have experience working with the PWD population and have a propensity and interest in working with multi-barriered populations will be selected as DSNs.

Each of the three AJCCs will also staff a **Disability Benefits Planners/Work Incentives Practitioner (WIC)** role. Each WIC will be trained by Cornell University's Yang-Tan Institute to become a credentialed Work Incentive Practitioner.

Partnerships

Department of Rehabilitation (DOR)- DOR has been a WIOA AJCC System MOU partner since 2016 and has been a part of the Integrated Service Delivery committee, actively working on improving the referrals system between 32 partner organizations under the MOU. This project will partner with DOR's Inland Empire District Office Riverside, Ontario Office, San Bernardino Office, and Victorville Office. DOR will co-facilitate the co-enrollment process ensuring access to vocational rehabilitation services including Expedited Enrollment, conduct assessments to identify the specific needs, strengths, and barriers faced by PWD. They will provide co-job placement assistance, including outreach to local employers. Offer workshops and training sessions focused on job readiness and skill development, tailored to the local labor market.

Local Educational Institutions (Community Colleges-Chaffey College, Victor Valley College, and San Bernardino Valley College) K-12 Partner San Bernardino County Superintendent of Schools- SBCWDD has long standing relationships with the Community Colleges in our county and with the San Bernardino County Superintendent of Schools. Among many projects and grant partnerships, they are a part of the AJCC System MOU. Through our established partnerships, we will collaborate to expand opportunities to leverage funding and programs that facilitate transitional job placements, create training that aligns with industry needs and participant capabilities. We will also explore ways to leverage funding through Workability, Strong Workforce Program, Perkins and other grants to facilitate services for PWD.

**ATTACHMENT A-1
PROJECT NARRATIVE
(Standard Agreement)**

San Bernardino County Employers - SBCWDD has a Business Services Unit focused on assisting businesses across the county with finding well-qualified people to fill good jobs. Employer partners will commit to providing job openings and transitional job opportunities specifically for project participants. They will offer OJT, apprenticeships and mentorship to support integration into the workforce.

They will participate in job fairs and recruitment events organized to actively engage with participants and provide feedback on the effectiveness of training programs and suggesting adjustments based on industry need.

Community Based Organizations-Regional Centers and PWD Serving Agencies- SBCWDD also partners with multiple CBOs across the County through the AJCC System MOU, grant projects, and through efforts of the SBCWDD's Special Populations Committee, which includes our contracted One-Stop Operator, Goodwill SOCAL. CBO's will refer PWD utilizing a warm handoff approach, leverage of resources including supportive employment programs and job coaching services and offer technical support and troubleshooting for participants using assistive technology in their training and employment settings.

Sustainability and Impact

To ensure the successful implementation and sustainability of our project aimed at enhancing services for PWD, we have developed a comprehensive funding strategy that utilizes human capital and leverages and braids funding to effectively support our project's workforce. SBCWDD will actively seek additional funding by applying for grants from state and federal sources and will continue to apply for opportunities with private foundations, specifically targeting roles and activities that enhance service delivery for PWD. SBCWDD will also continue to collaborate with other County Departments to sustain current funding and co-apply for grants that provide funds for work-based learning activities. By employing a multifaceted funding strategy that includes a well-defined staffing budget, strategic partnerships, and leveraged funds, we can effectively sustain all required roles within the project. This approach ensures that our project is adequately staffed, resources are maximized, and we can deliver high-quality services while maintaining financial sustainability. WIOA Title I and IV funding will focus on increasing access and fund vocational training, transitional jobs, OJTs and support services for PWD. Our project will utilize Title I resources to implement targeted outreach campaigns to raise awareness about available services, particularly among underserved communities. This will involve collaboration with local organizations and listed partners to ensure that PWD are informed about their options under WIOA Title I and IV. The collaborative approach, emphasis on community engagement, and focus on continuous improvement will not only enhance the services provided to PWD but also create a resilient framework that adapts to the evolving needs of the community.

ATTACHMENT A-1
PROJECT NARRATIVE
(Standard Agreement)

This project requires ongoing technical assistance and training, participation in Communities of Practices, and participation in a statewide Disability Services Workgroup with other projects and peer mentors. Participation in ongoing research and evaluation of project data, outcomes, and effectiveness of service delivery and sustainability strategies are required. With the guidance of the selected Technical Assistance and Developmental Evaluation entity, we can analyze data on participant success, make informed adjustments to programming and demonstrate effectiveness to stakeholders and potential funders. By strategically utilizing WIOA Title I and IV resources, alongside additional community support, this project is poised to create a sustainable and impactful service model for PWD in San Bernardino County.

**ATTACHMENT A-2
FISCAL AND PROGRAM REPORTING REQUIREMENTS
(Standard Agreement)**

1. Fiscal Reporting Requirements

- A. All invoices shall be sent monthly, twenty (20) days after the end of the month, with the corresponding supporting documentation and monthly report of activities performed during the invoiced month to the EDD contact below for review and approval:

Email: WSBSpecialPopulations@edd.ca.gov

- The Grantee must contact the EDD Project Manager to make alternate submission arrangements if electronic transmission of invoices is not possible.
 - Invoice and reporting templates will be provided by the EDD upon the signing of this Agreement.
- B. Projected Budget Expenditures
- The Grantee will be required to submit a quarterly projected budget expenditures plan.

2. Project Reporting Requirements

- A. A project support team will be assigned after the signing of this contract, at which time the EDD will provide contact information for the following:
- The EDD Project Manager
 - The EDD Project Management Leadership Team
 - Technical Assistance Team
 - Project Evaluator
- B. The Grantee will be required to submit Monthly Status Reports (MSR) along with all invoices. MSRs will summarize key project activities, progress towards project milestones, next steps, successes, challenges, and course corrections. A template report form will be provided by the EDD upon the signing of this contract. Reports are due twenty (20) days after the end of the month.
- C. The Grantee will be required to submit Quarterly Progress Reports (QPR) using the EDD template provided no later than twenty (20) days after the end of the corresponding quarter. The QPR should describe the work performed during the reporting period. The 4th quarter QPR report shall contain a summary of the overall progress for the year. The final QPR report for the project period shall contain a summary of the overall accomplishments throughout the entire project period. QPRs shall, in part, provide a description of the work performed, the Grantee and Project Team's activities, milestones achieved, any accomplishments and any challenges encountered in the performance of the work under this Agreement during the reporting period.

3. Services to Participants

- A. The Grantee shall track all participant data and activities conducted by the Grantee and members of the Project Team and all associated costs.
- B. The Grantee shall utilize the State's case management system, CalJOBSSM to track all participant data and activities.

**ATTACHMENT A-2
FISCAL AND PROGRAM REPORTING REQUIREMENTS
(Standard Agreement)**

- C. The Grantee shall follow performance metrics associated to the project.
- D. The Grantee may be required to participate in trainings as necessary to ensure accurate data collection of participants.

Additional guidance may be provided the by the EDD related to participant data collection.

4. Reporting Clause

- A. Reporting requirements are subject to change based on program legislative requirements.
- B. The EDD reserves the right to change, modify, or update reporting requirements as necessary for the successful implementation of this program.
- C. Evaluation report details will be provided upon the selection of an evaluator.
- D. All reports submitted are subject to review before considered finalized.
- E. All reporting requirements and deliverables must be submitted to WSBSpecialPopulations@edd.ca.gov.
- F. All required reporting must be submitted utilizing the templates as provided by the EDD.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Standard Agreement)

1. Invoicing and Payment

- A. The total amount of this Contract shall not exceed **Nine Hundred Ninty-Three Thousand Dollars and No Cents (\$993,000.00)**. The EDD will closely monitor the Contract expenditures through the end of April 30, 2027.
- B. All invoices must be submitted on a monthly basis, twenty (20) days after the end of the month. If invoices will not received timely, written justification must be provided within fifteen (15) days prior to the due date.
- C. All final invoices must be submitted by **June 30, 2027**. Any remaining funds will be disencumbered after **June 30, 2027**, unless preauthorized by the EDD.
- D. Administrative costs must not exceed 10 percent of the award. If the funds are not fully encumbered, administrative costs must not exceed 10 percent of the total amount encumbered.
- E. All invoices must be submitted using the template provided after the signing of this Contract and include the Monthly Status Report (MSR).
- F. All invoices should submit supporting documentation for each charge.
- G. Quarterly projected expenditures must be submitted to the EDD Project Manager using the template provided.
- H. Invoices must be submitted even if there are \$0 expenditures for the reporting month.
- I. All invoices shall be sent **monthly** with the corresponding supporting documentation and monthly report of activities performed during the invoiced month to the EDD contact below for review and approval:

Email: WSBSpecialPopulations@edd.ca.gov

The Grantee must contact the EDD Project Manager to make alternate submission arrangements if electronic transmission of invoices is not possible.

2. Withholding of Grant Disbursements

- A. The EDD may withhold all or any portion of the grant funds provided for by this Grant Agreement in the event that the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement, including submission of required reports and data.
- B. The EDD will not reimburse the Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently discovered to be ineligible, the EDD may either withhold an equal amount from subsequent payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- C. In the event that grant funds are withheld from the Grantee, the EDD designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the situation leading to the withholding.

3. Budget Contingency Clause

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Standard Agreement)

This Agreement is valid and enforceable only if sufficient funds are made available by the Department of Rehabilitation (DOR) for the appropriate State Fiscal Year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions established by the United States Government and/or the State of California, or any statute enacted by the Congress and Legislature, which may affect the provisions, terms or funding of the Agreement in any manner.

The parties mutually agree that if the Congress and/or Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

The EDD has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

**ATTACHMENT B-1
BUDGET SUMMARY
(Standard Agreement)**

EDD Contract No. M118419-7100
EDD/SBO
Page 1 of 2

DOR-AJCC Collaboration

Grantee:	San Bernardino County Workforce Development Department
Project Name:	DOR-AJCC Collaboration

Line Item	Expense Item	Administrative Costs ¹	Program Costs	Total Project Budget
Direct Costs				
A.	Staff Salaries	\$15,306.90	\$428,235.64	\$443,542.54
B.	Number of full-time equivalents (5.5)			
C.	Staff Benefit Cost	\$4,946.55	\$212,107.91	\$217,054.46
D.	Staff Benefit Rate (percent) (43.89)			
E.	Staff Travel	\$0.00	\$30,000.00	\$30,000.00
F.	Operating Expenses	\$19,902.00	\$59,704.00	\$79,606.00
G.	Participant Activities	\$0.00	\$0.00	\$0.00
H.	Furniture and Equipment			
1.	Small Purchase (unit cost of under \$5,000)	\$0.00	\$0.00	\$0.00
2.	Large Purchase (unit cost of over \$5,000)	\$0.00	\$0.00	\$0.00
3.	Equipment Lease	\$0.00	\$0.00	\$0.00
I.	Contractual Services			
1.	Subawards ²		\$150,000.00	\$150,000.00
2.	Contractual Goods/Services ³		\$0.00	\$0.00
J.	Other	\$0.00	\$0.00	\$0.00
Indirect Costs				
K.	Indirect Costs ⁴	\$2,335.00	\$70,462.00	\$72,797.00
	Indirect Costs Rate (percent) = (De Minimis 10%)			
Total Costs				
		Total Administrative Costs	Total Program Costs	Total Award
		\$42,490.45	\$950,509.55	\$993,000.00

¹A maximum of 10% of the total project budget will be allowed for Administrative Costs. The definition of administrative costs is provided in Appendix C of the Solicitation for Proposals (SFP).

²A subaward is an award provided by a Grantee to a subrecipient to carry out a portion of the state program, including programmatic deliverables, and is required to meet all programmatic compliance requirements. Characteristics of subrecipients may include: Determines eligibility for the program;

performance is measured against the objectives of the program; maintains programmatic control or independent discretion over work; responsible for adherence to applicable program compliance requirements; or directly supports goals of grant. A subaward may be provided through any form of legal Agreement, including an Agreement that the Grantee considers a contract. Subawards are not required to meet procurement regulations.

³Contractual goods/services are supplied by a vendor, dealer, distributor, merchant, or other seller providing goods or services that are required to conduct the program. A contractual good or service is ancillary to the operation of the program. Contracts are subject to procurement regulations. Contractors are required to present specific deliverables for completion of contract.

⁴Indirect costs are incurred for a common or joint purpose, benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. Indirect costs may be charged according to a negotiated indirect cost rate agreement (NICRA) from a cognizant agency, through an approved cost allocation plan (CAP), or a de minimis rate of 10%, if applicable. The Grantees will be required to provide a copy of their NICRA or CAP, which shall include the applicable base the indirect costs are calculated against. No documentation is necessary for a de minimis rate; however, it cannot be used if the grantee has a current approved rate.

ATTACHMENT B-2
ALLOWABLE AND DISALLOWABLE COST ITEMS
(Standard Agreement)

1. Allowable Cost Items

In general, to be an allowable charge, a cost must meet the following criteria:

- Be necessary and reasonable for the performance of the award;
- Be allocable to the award;
- Conform to any limitations or exclusions set forth in the award;
- Be consistent with policies and procedures that apply uniformly to allowable uses of Workforce Innovation and Opportunity Act (WIOA) funds;
- Be accorded consistent treatment;
- Be determined in accordance with generally accepted accounting principles; and
- Be adequately documented.

Direct costs incurred during the grant term and specified in the Grant Agreement will be eligible for reimbursement. Direct costs are defined as costs directly tied to the implementation of the grant including, but not limited to:

- **Participant Services:** Costs of providing basic and individualized career services, , training, work-based learning, follow up and job retention services, and wrap around and/or supportive services to enable participation.
- **Research:** To conduct, compile, or gain access to data or research (e.g. accessing labor market information data)
- **Program Staffing:** Costs associated with staffing necessary to the operation of the grant program, including appointing project staff, hiring new project staff, and providing staff development, training, and cross-training to program and partner staff.
- **Necessary Travel:** Costs for travel for staff and program partners to attend mandatory meetings, trainings, or events.
- **Other Costs:** Other costs associated with operating the project and meeting the project goals and objectives. Costs associated with activities not included in the Solicitation for Letters (SFL) may require pre-approval from the EDD.

The EDD reserves the right to allow additional activities if deemed beneficial, appropriate, and reasonable in order to achieve employment and job retention outcomes for participants, systems-change and sustainability goals, or other grant objectives. The Grantees must receive prior written approval from the EDD in order to conduct activities not otherwise determined allowable by the EDD written policy or guidance. To conduct activities not otherwise determined allowable by the EDD written policy or guidance, the Grantee is required to submit a written request with justification to the EDD for review.

**ATTACHMENT B-2
ALLOWABLE AND DISALLOWABLE COST ITEMS
(Standard Agreement)**

2. Disallowable Cost Items

The following costs are ineligible uses of grant funds:

- Exceeding the 10 percent cost cap for Administrative costs.
- Lobbying or advocacy work, such as direct lobbying for the passage of specific bills or local propositions.
- Expenses not related to the Department of Rehabilitation-America's Job Centers of California Collaboration (DOR-AJCC Collaboration).
- Commission fees.
- Ongoing operational costs beyond the grant term.
- Using funds for mitigation activities that are already mandated by local or state governing bodies or agencies.
- Expenses for publicity not directly related to project efforts.
- Bonus payments of any kind.
- The purchase of alcohol.
- Payments on debt or debt servicing fees.
- Damage judgments arising from the acquisition, construction, or equipping of a facility, whether determined by judicial process, arbitration, negotiation, or otherwise.
- Services, materials, or equipment obtained under any other state or federal program.
- Stewardship of legal defense funds.

**ATTACHMENT B-3
ADMINISTRATIVE COSTS
(Standard Agreement)**

Under the Department of Rehabilitation-America's Job Centers of California Collaboration (DOR-AJCC Collaboration), administrative costs are limited to 10 percent of the grantee's total award or 10 percent of actual expenditures if the total award is not expended within the project's period of performance. The following functions and activities constitute the costs of administration and are subject to the administrative cost limitation:

1. The costs of administration are expenditures incurred by direct grant recipients, as well as subrecipients, and which are not related to the direct provision of services, including services to participants and employers. These costs can be both personnel and non-personnel and both direct and indirect.
2. The costs of administration are the costs associated with performing the following functions:
 - A. Accounting, budgeting, financial and cash management functions.
 - B. Procurement and purchasing functions.
 - C. Property management functions.
 - D. Personnel management functions.
 - E. Payroll functions.
 - F. Coordinating the resolution of findings arising from audits, reviews, investigations, and incident reports.
 - G. Audit functions.
 - H. General legal services functions.
 - I. Developing systems and procedures, including information systems, required for these administrative functions.
 - J. Fiscal agent responsibilities.
 - a. Performing oversight and monitoring responsibilities related to administrative functions.
 - b. Costs of goods and services required for administrative functions of the program, including goods and services such as rental or purchase of equipment, utilities, office supplies, postage, and rental and maintenance of office space.
 - c. Travel costs incurred for official business in carrying out administrative activities or the overall management of the grant.
 - d. Costs of information systems related to administrative functions (for example, personnel, procurement, purchasing, property management, accounting, and payroll systems) including the purchase, systems development, and operating costs of such systems.
3. Administrative v. Program Costs:
 - A. Personnel and related non-personnel costs of staff that perform both administrative functions specified in item 2 of this section and programmatic services, or activities must be allocated as administrative or program costs to the benefitting cost objectives/categories based on documented distributions of actual time worked or other equitable cost allocation methods.

**ATTACHMENT B-3
ADMINISTRATIVE COSTS
(Standard Agreement)**

- B. Specific costs charged to an overhead or indirect cost pool that can be identified directly as a program cost are to be charged as a program cost. Documentation of such charges must be maintained.
 - C. Awards to subrecipients or contractors that are solely for the performance of administrative functions are classified as administrative costs.
 - D. Except as provided item 2 of this section, all costs incurred for functions and activities of subrecipients and contractors are program costs.
 - E. Continuous improvement activities are charged to administration or program category based on the purpose or nature of the activity to be improved. Documentation of such charges must be maintained.
4. Costs of the following information systems including the purchase, systems development, and operational costs (e.g., data entry) are charged to the program category:
- A. Tracking or monitoring of participant and performance information.
 - B. Employment statistics information, including job listing information, job skills information, and demand occupation information.
 - C. Performance and program cost information on eligible providers of training services, youth activities, and appropriate education activities.
 - D. Local Workforce Development Area performance information.
 - E. Information relating to supportive services and unemployment insurance claims for program participants.

Where possible, the Grantees and subrecipients must make efforts to streamline services to reduce administrative costs by minimizing duplication and effectively using information technology to improve services.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

1. Subcontractors or Subgrantees

Nothing contained in this Agreement or otherwise, shall create any contractual relationship between the State and any subcontractors or subgrantees, and no subcontract or subgrant shall relieve the Grantee of their responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its subcontractors or subgrantees and of persons either directly or indirectly employed by the Grantee. The Grantee's obligation to pay its subcontractors or subgrantees is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor or subgrantee.

2. Staff Expenses

The Grantee represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement.

3. Public Contract Code (Consultant Services)

The Contractor is advised that he/she has certain duties, obligations, and rights under the Public Contract Code §§ 10335 – 10381 and 10410 - 10412, with which the Contractor should be familiar.

4. Contractor Evaluation

A. Within sixty (60) days after conclusion of this Agreement, the Employment Development Department (EDD) shall complete a written evaluation of the Grantee's performance under this Agreement (STD 4). If the Grantee did not satisfactorily perform the work, a copy of the evaluation will be sent to the State Department of General Services, Office of Legal Services within five working days of the completion of the evaluation, and to the Grantee within fifteen (15) working days of the filing of the evaluation with DGS.

5. Termination Clause

This Agreement may be terminated by EDD by giving written notice thirty (30) days prior to the effective date of such termination.

6. Advance Work

Should the Grantee begin work before receiving a copy of the approved Agreement, any work performed before approval shall be considered as having been done at the Grantee's own risk and as a volunteer.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

7. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

8. Avoidance of Conflicts of Interest by the Grantee

- A. The Grantee agrees that all reasonable efforts will be made to ensure that no conflict of interest exists between its officers, agents, employees, consultants, or members of its governing body.
- B. The Grantee shall prevent its officers, agents, employees, consultants, or members of its governing body from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as having financial, status, knowledge, relationships, or reputation, which puts into question whether their actions, judgment, or decision-making can be unbiased.
- C. A determination by the EDD that a conflict-of-interest situation exists is grounds for termination.
- D. Certain consultants designated by the EDD's Conflict of Interest Code are required to file a Statement of Economic Interests, Form 700. The Grantee agrees that if the Director of EDD determines that a Statement of Economic Interests, Form 700, is required, the consultant shall obtain the Form 700 and filing instructions from the EDD Personnel Office.

9. Travel Clause

The travel and per diem shall be set in accordance with California Department of Human Resources for comparable classes and no travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the EDD.

10. Disputes

If the Grantee disputes an action of the EDD in the administration of this Agreement, the Grantee may appeal to the EDD Executive Director or designee. Such appeals shall be filed within thirty (30) calendar days of the notification from Grantee of such dispute. The appeal shall be in writing and 1) state the basis for the appeal, 2) state the action being requested of the Executive Director, and 3) include any documentation relating to the dispute.

The EDD Executive Director (or designee) will review the correspondence and related documentation and render a decision of the appeal within thirty (30) calendar days, except in those cases where the Grantee withdraws or abandons the appeal. The procedural time requirement may be waived with the mutual consent of the Grantee and the Executive Director.

11. The Grantee shall cooperate with the EDD and the Department of Rehabilitation-America's Job Centers of California Collaboration (DOR-AJCC Collaboration) Technical Assistance and Developmental Evaluation (TA and DE) provider with regard to the performance of this agreement within the response time requested by the agencies.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

12. The Grantee shall cooperate with the EDD, DOR, and the DOR-AJCC Collaboration Technical Assistance and Evaluation provider to provide timely responses to any requests for data and/or reports the EDD, DOR, and/or the DOR-AJCC Collaboration TA and DE provider deem necessary for the oversight of the DOR-AJCC Collaboration.

The Grantee further understands and agrees that this data will be shared with the EDD, DOR, the California Labor and Workforce Development Agency, the DOR-AJCC Collaboration Technical Assistance and Evaluation provider, and any other stakeholders.

13. The Grantee is responsible for the DOR-AJCC Collaboration activities identified in the narrative submitted to the EDD in response to the Solicitation for Letters (SFL), which is attached to and made a part of this Agreement.
14. The Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in the Grantee submission in response to the SFL, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.
15. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i> San Bernardino County Workforce Development Department		PNJMSCHTMVF7
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Dawn Rowe, Chair, Board of Supervisors		
<i>Date Executed</i>	<i>Executed in the County and State of</i> San Bernardino, CA	

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
San Bernardino County Workforce Development Department		PNJMSCHTMVF7
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
Dawn Rowe, Chair, Board of Supervisors		
<i>Date Executed</i>	<i>Executed in the County of</i>	
	San Bernardino, CA	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: 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:

a. 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.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) 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 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. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting 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, materials, 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. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the 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 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.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION**

This certification is required by the regulations implementing Executive Order, 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (Pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS WHICH ARE AN
INTEGRAL PART OF THE CERTIFICATION.)**

1. The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Dawn Rowe, Chair, Board of Supervisors

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules and implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions, “without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the List of Parties Excluded From Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any 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, 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

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.

San Bernardino County Workforce Development Department

Grantee/Contractor Organization	Program/Title
---------------------------------	---------------

Dawn Rowe, Chair, Board of Supervisors

Name and Title of Authorized Signatory

Signature

Date

*Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per 29 CFR 93.110).

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

1. Type of Federal Action a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: Prime Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description:	
8. Federal Action Number, if known:	CFDA Number, if applicable: 9. Award Amount, if known: \$	
10.a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	b. Individual Performing Services (include address if different from No. 10a.) (last name, first name, MI):	
(attach Continuation Sheet (s) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): \$ _____ actual _____ planned _____	13. Type of Payment (check all that apply): a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify: _____	
12. Form of Payment (check all that apply): a. cash b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and date(s) of Service, including officer(s), employee(s) or Member(s) contacted, for Payment Indicated on Item 11:		
(attach Continuation Sheet (s) SF-LLL-A, if necessary)		
15. Continuation Sheet (s) SF-LLL-A attached:		
Yes No		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL-A (Rev. 7-97)

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitment.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFD-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

A

DARFUR CONTRACTING ACT CERTIFICATION

DGS PD 1 (Rev. 12/19)

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

<i>Company/Vendor Name (Printed)</i> San Bernardino County Workforce Development Department	<i>Federal ID Number</i> PNJMSCHTMVF7
<i>By (Authorized Signature)</i>	<i>Date</i>
<i>Printed Name and Title of Person Signing</i> Dawn Rowe, Chair, Board of Supervisors	

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code Section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	<i>Date</i>
<i>Printed Name and Title of Person Signing</i>	