

U.S. DEPARTMENT OF LABOR/ETA/OGCM

DIVISION OF FEDERAL ASSISTANCE  
200 CONSTITUTION AVENUE NW - ROOM N-4716  
WASHINGTON, D.C. 20210



July 27, 2012

San Mateo County  
400 HARBOR BOULEVARD  
BUILDING C  
Belmont, CALIFORNIA 94002-4017

Dear Bryan Rogers:

Enclosed is an executed copy of your recently awarded grant or agreement with the U. S. Department of Labor (DOL), Employment and Training Administration (ETA).

The following provides information on how to access funds via the Payment Management System (PMS), and access to Grantee Reporting System for financial reporting. These systems require two separate password/pins. PMS instructions are in step one and financial reporting is in step two. Please complete both steps.

1. Payment Management System

<b>To Create an ETA PMS Account</b>	<p>To establish a PMS account with DOL ETA for the first time, submit the following documents:</p> <ul style="list-style-type: none"><li>- Complete an SF-1199a Direct Deposit Sign-up form</li><li>- Provide the information contained in the ETA Accounting Contact Information document</li></ul> <p>Send both documents via overnight mail to: Van Yung U. S. Department of Labor/ETA OFAM/Office of Comptroller 200 Constitution Avenue, NW N4702 Washington, D.C. 20210 Telephone (202) 693-2936</p> <p>The SF-1199A Direct Deposit Sign-up Form and the ETA Accounting Contact Information document are both available at <a href="http://www.doleta.gov/grants">www.doleta.gov/grants</a> under Payment Information.</p> <p>Allow at least 3 weeks from ETA's receipt of the SF-1199A for access.</p> <p>Direct any inquiries regarding the status of the SF-1199A to (202) 693-3408 or send an e-mail to <a href="mailto:etaacctg.custserv@dol.gov">etaacctg.custserv@dol.gov</a>.</p>
<b>For Existing ETA PMS Users</b>	<p>If a PMS account is already established for other ETA grants, send an email to Lanisha White, <a href="mailto:White.Lanisha@dol.gov">White.Lanisha@dol.gov</a> or Van Yung, <a href="mailto:Yung.Van@dol.gov">Yung.Van@dol.gov</a> with the following information:</p> <ul style="list-style-type: none"><li>- Grant agreement number</li><li>- Grant award amount</li><li>- PMS account number</li></ul> <p>Once the email is received, the funds awarded under the new grant agreement will be available under the designated PMS Account in a separate Subaccount within 2-3 business days.</p>

<b>To Designate a Separate Entity as the Fiscal Agent</b>	<p>To designate a separate entity to act as the fiscal agent to access and disburse grant funds, submit the following:</p> <ul style="list-style-type: none"> <li>- A letter from the Authorized Representative of the grant to the ETA contact mentioned above with the Fiscal Agent's name, address and Employer Identification Number</li> <li>- The grantee completes sections A through C on the SF-1199A for the grantee organization. (Banking information is not needed for the grantee)</li> <li>- The grantee must provide the page number in their grant proposal that identifies the fiscal agent or request a grant modification to make this change (subject to Grant Officer review and approval).</li> <li>- The Fiscal Agent completes the entire SF-1199A separate from the grantee's SF-1199A.</li> <li>- The Fiscal Agent provides the information contained in the Payment Management System Access Form.</li> </ul> <p>Once <b>both</b> SF-1199A forms and the Payment Management System Access Form are received and the account has been established in PMS, the primary contact indicated will receive a certified letter from the Payments Management System with drawdown instructions, PMS pin/account number and temporary password.</p> <p>These documents are available at <a href="http://www.doleta.gov/grants">www.doleta.gov/grants</a> under Payment Information.</p> <p>Allow at least three weeks from ETA's receipt of the SF-1199A for access. Direct all inquiries for the SF-1199 A to (202) 693-3408 or e-mail <a href="mailto:etaaccntg.custserv@dol.gov">etaaccntg.custserv@dol.gov</a>.</p>
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2. Financial Status Reporting

<b>Access to Financial Reporting - ETA 9130</b>	<p>Identify two individuals in the organization responsible for financial reporting:</p> <ul style="list-style-type: none"> <li>- The Primary Contact person will certify the accuracy of the report by entering the PIN. The PIN acts as an electronic signature.</li> <li>- The Secondary Contact will enter the reporting data.</li> </ul> <p>Provide the following information to both Shantay Logan <a href="mailto:Logan.Shantay@dol.gov">Logan.Shantay@dol.gov</a> and Avery Malone <a href="mailto:Avery.Malone@dol.gov">Avery.Malone@dol.gov</a>:</p> <ul style="list-style-type: none"> <li>- Grant agreement number</li> <li>- Name &amp; phone number of both individuals</li> <li>- Email address for Primary contact person</li> </ul> <p>The Financial Reporting Access document can be found at <a href="http://www.doleta.gov/grants">www.doleta.gov/grants</a> under Financial Reporting.</p> <p>Only the Primary Contact person will be emailed the password/PIN upon receipt of the required information.</p> <p>Direct inquiries regarding the Password/PIN to Shantay Logan and Avery Malone. Contact your Federal Project Officer for questions on Financial Reporting.</p>
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Lastly, the Federal Project Officer (FPO) assigned to this grant is Diane Walton. Diane Walton will serve as your first line point of contact and can be contacted via phone (415) 625-7924 or e-mail [WALTON.DIANE@dol.gov](mailto:WALTON.DIANE@dol.gov). If your FPO is not available, please call your Regional Office at 415-625-7900 for assistance.

Grant Officer



ERIC LUETKENHAUS

Enclosures

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT AND TRAINING ADMINISTRATION

GRANT / AGREEMENT  
NOTIFICATION OF  
AWARD/OBLIGATION

Under the authority of the *Workforce Investment Act*, this grant or agreement is entered into between the above named *Grantor Agency* and the following named *Awardee*, for a project entitled - *Workforce Innovation Fund*.

<b>Name &amp; Address of Awardee:</b>	<b>Agreement #:</b>	<b>IF-23411-12-60-A-6</b>
<b>San Mateo County</b>	<b>CFDA #:</b>	<b>17.283</b>
<b>400 HARBOR BOULEVARD</b>	<b>Accounting Code:</b>	1630-2012-0501741213BD201201740029125WF000A0000AOWI00AOWI00-A90200-410023
<b>BUILDING C</b>	<b>Mod Amount:</b>	<b>\$2,632,250.00</b>
<b>Belmont, CALIFORNIA 94002-4017</b>	<b>EIN:</b>	<b>946000532</b>
	<b>DUNS #:</b>	<b>075236401</b>

The Period of Performance shall be from **July 01, 2012 thru June 30, 2015**.  
Total Government's Financial Obligation is **\$2,632,250.00** (unless other wise amended).  
Payments will be made under the Payments Management System, and can be automatically drawn down by the awardee on an as needed basis covering a forty-eight (48) hour period.

In performing its responsibilities under this grant agreement, the awardee hereby certifies and assures that it will fully comply with the following regulations and cost principles, including any subsequent amendments:

**Uniform Administrative Requirements:**

29 CFR Part 97, for State/Local Governments and Indian Tribes; OR  
29 CFR Part 95, for Institutions of Higher Education, Hospitals and other Non-Profit Organizations and Commercial Organizations.

**Cost Principles:**

2 CFR 225, for State/Local Governments and Indian Tribes;  
2 CFR 220, for Institutions of Higher Education; OR  
2 CFR 230, for Non-Profit Organizations.  
48 CFR Part 31.

**Other Requirements (As Applicable):**

29 CFR Part 96 and 99, Single Audit Act  
29 CFR Part 93, Lobbying Certification  
29 CFR Part 37, Nondiscrimination and Equal Opportunity Requirements  
29 CFR Part 98, Debarment and Suspension; Drug Free Workplace  
20 CFR Part 652 et al., Workforce Investment Act  
Wagner-Peyser Act  
Grant Award Document, Parts I through IV, and attachments.

The awardee's signature below certifies full compliance with all terms and conditions as well as the above stated grant regulations and certifications, and that this document has not been altered.

Signature of Approving Official - **AWARDEE**

Signature of Approving Official - **DOL / ETA**

**See SF 424 for Signature**

(Signature / Date)

**No Additional Signature Required**

(Type Name and Title)



**ERIC LUETKENHAUS** July 27, 2012  
Grant Officer

**90-DAY INDIRECT**

**Application for Federal Assistance SF-424**

**\* 1. Type of Submission:**

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

**\* 2. Type of Application:**

- ☒ New  
☐ Continuation  
☐ Revision

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

**\* Other (Specify):**

**\* 3. Date Received:**

03/22/2012

**4. Applicant Identifier:**

**5a. Federal Entity Identifier:**

**5b. Federal Award Identifier:**

**State Use Only:**

**6. Date Received by State:**

**7. State Application Identifier:**

**8. APPLICANT INFORMATION:**

**\* a. Legal Name:**

San Mateo County

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

94-6000532

**\* c. Organizational DUNS:**

0752364010000

**d. Address:**

**\* Street1:**

400 Harbor Blvd, Bldg C

**Street2:**

**\* City:**

Belmont

**County/Parish:**

**\* State:**

CA: California

**Province:**

**\* Country:**

USA: UNITED STATES

**\* Zip / Postal Code:**

94002-4017

**e. Organizational Unit:**

**Department Name:**

**Division Name:**

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

**Prefix:**

**\* First Name:**

Bryan

**Middle Name:**

**\* Last Name:**

Rogers

**Suffix:**

**Title:** Workforce Development Manager

**Organizational Affiliation:**

**\* Telephone Number:**

(650) 802-5181

**Fax Number:**

**\* Email:**

brogers@smchsa.org

**Application for Federal Assistance SF-424**

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

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

Employment and Training Administration

**11. Catalog of Federal Domestic Assistance Number:**

17.283

CFDA Title:

Workforce Innovation Fund

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

SGA-DFA-PY-11-05

\* Title:

Workforce Innovation Fund

**13. Competition Identification Number:**

Title:

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

Add Attachment

Delete Attachment

View Attachment

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

Silicon Valley ALLIES will use the Collective Impact model to develop sub-regional collaboratives focused on improved integration of ESL, career technical training, and workforce investment systems.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

# **Application for Federal Assistance SF-424**

Version 02

16. Congressional Districts Of:

\*a. Applicant CA-014

\*b. Program/Project: CA-014

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

17. Proposed Project:

\*a. Start Date: 10/01/2012

\*b. End Date: 09/30/2015

18. Estimated Funding (\$):

\*a. Federal \$2,632,250.00

\*b. Applicant

\*c. State

\*d. Local

\*e. Other

\*f. Program Income

\*g. TOTAL \$2,632,250.00

\*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.)

☐ Yes ☒ No

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 218, 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: Bryan

Middle Name:

\*Last Name: Rogers

Suffix:

\*Title: Workforce Development Director

\*Telephone Number: 650.802.5181

Fax Number:

\*Email: brogers@smcgov.org

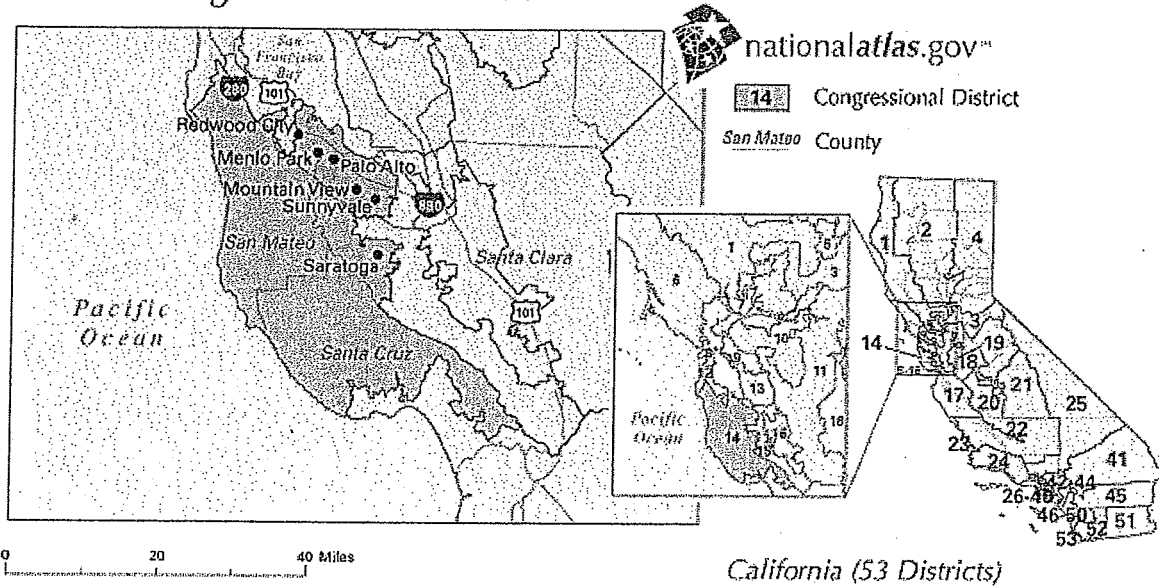
\*Signature of Authorized Representative:

Date Signed:

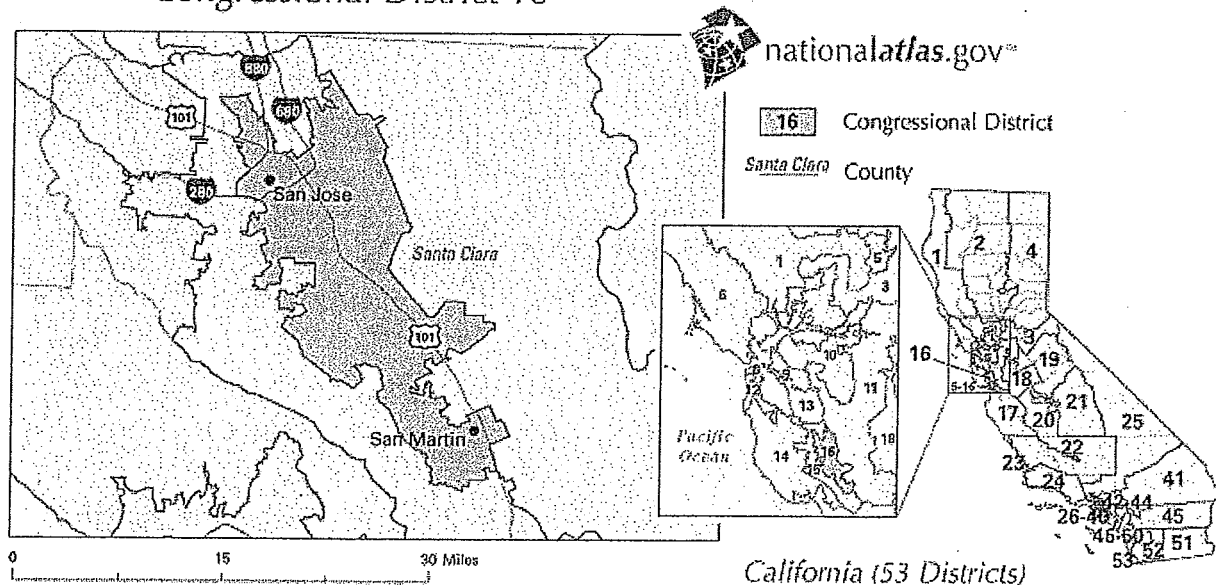
**County of San Mateo for San Mateo Workforce Investment Board**  
Application for Workforce Investment Fund

The program will serve the following Congressional Districts in California: CA-014, CA-016.

*Congressional District 14*



*Congressional District 16*





# **Administrative Costs**

**Pursuant to 20 CFR 667.210(b), grantees are advised that there is a 10% limitation on administrative costs on funds administered under this grant. In no event, may administrative costs exceed 10% of the total award amount. The cost of administration shall include those disciplines enumerated in 20 CFR 667.220(b) and (c).**

**Sec. 667.220 What Workforce Investment Act title I functions and activities constitute the costs of administration subject to the administrative cost limit?**

(a) The costs of administration are that allocable portion of necessary and reasonable allowable costs of State and local workforce investment boards, direct recipients, including State grant recipients under subtitle B of title I and recipients of awards under subtitle D of title I, as well as local grant recipients, local grant subrecipients, local fiscal agents and one-stop operators that are associated with those specific functions identified in paragraph (b) of this section and which are not related to the direct provision of workforce investment services, including services to participants and employers. These costs can be both personnel and non-personnel and both direct and indirect.

(b) The costs of administration are the costs associated with performing the following functions:

(1) Performing the following overall general administrative functions and coordination of those functions under WIA title I:

- ✓(i) Accounting, budgeting, financial and cash management functions;
- ✓(ii) Procurement and purchasing functions;
- (iii) Property management functions;
- (iv) Personnel management functions;
- (v) Payroll functions;
- ✓(vi) Coordinating the resolution of findings arising from audits, reviews, investigations and incident reports;

(vii) Audit functions;

(viii) General legal services functions; and

✓(ix) Developing systems and procedures, including information systems, required for these administrative functions;

✓(2) Performing oversight and monitoring responsibilities related to WIA administrative functions;

✓(3) 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;

✓(4) Travel costs incurred for official business in carrying out administrative activities or the overall management of the WIA system; and

(5) 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.

(c)(1) Awards to subrecipients or vendors that are solely for the performance of administrative functions are classified as administrative costs.

→ (2) Personnel and related non-personnel costs of staff who perform both administrative functions specified in paragraph (b) of this section and programmatic services or activities must be allocated as administrative or program costs to the benefiting cost objectives/categories based on documented distributions of actual time worked or other equitable cost allocation methods.

(3) 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.

(4) Except as provided at paragraph (c)(1), all costs incurred for functions and activities of subrecipients and vendors are program costs.

(5) Costs of the following information systems including the purchase, systems development and operating (e.g., data entry) costs are charged to the program category:

(i) Tracking or monitoring of participant and performance information;

(ii) Employment statistics information, including job listing information, job skills information, and demand occupation information;

(iii) Performance and program cost information on eligible providers of training services, youth activities, and appropriate education activities;

(iv) Local area performance information; and

(v) Information relating to supportive services and unemployment insurance claims for program participants;

(6) 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.

*breakout  
admin &  
program  
costs*

**The Solicitation for  
Grant Applications for this  
competition is attached and  
hereby incorporated into  
this Grant Agreement.**

**U.S. DEPARTMENT OF LABOR**

**Employment and Training Administration**

**Notice of Availability of Funds and Solicitation for Grant Applications for Workforce Innovation Fund Grants**

**Announcement Type:** Solicitation for Grant Applications (SGA)

**Funding Opportunity Number:** SGA/DFA PY-11-05

**Catalog of Federal Domestic Assistance (CFDA) Number:** 17.283

**Key Dates:** The closing date for receipt of applications under this announcement is March 22, 2012. Applications must be received no later than 4:00 p.m. Eastern Time.

A pre-recorded webinar will be on-line at [http://www.doleta.gov/workforce\\_innovation](http://www.doleta.gov/workforce_innovation) and accessible for viewing no later than December 28, 2011 and will be available for viewing anytime after that date. While a review of this webinar is encouraged, it is not mandatory.

**Addresses:** Mailed applications must be addressed to the U.S. Department of Labor, Employment and Training Administration, Office of Grants Management, Attention: Donna Kelly, Grant Officer, Reference SGA/DFA PY 11-05, 200 Constitution Avenue, NW, Room N4716, Washington, DC 20210. For complete application and submission information, including online application instructions, please refer to section IV.

**Summary:**

The Employment and Training Administration (ETA), U.S. Department of Labor (DOL), announces the availability of approximately \$98.5 million in Workforce Innovation Fund grants authorized by the Full-Year Continuing Appropriations Act, 2011 (P.L. 112-10). These funds support innovative approaches to the design and delivery of employment and training services that generate long-term improvements in the performance of the public workforce system, both in terms of outcomes for job seeker and employer customers and cost-effectiveness.

**I. Funding Opportunity Description**

**A. Overview of the Grant Program.**

The Federal government currently invests over \$9 billion annually in employment and training programs designed to support an efficiently functioning labor market through the public workforce investment system<sup>1</sup>. That system is, and will continue to be, called upon to do more

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<sup>1</sup> The public workforce investment system is a network of federal, state, and local entities that support economic expansion and develop the talent of our nation's workforce. Businesses and job seekers primarily access services through nearly 3000 federally-funded One-Stop Career Centers. Required One-Stop partners include the Adult, Dislocated Worker, and Youth programs, Adult Education, and Post Secondary Vocational Training under the Workforce Investment Act of 1998, Wagner-Peyser-funded employment services, Unemployment Insurance, Trade Adjustment Assistance programs and benefits, and other employment and training programs such as the Senior Community Services Employment Program, Jobs for Veterans State Grant programs, the Indian and Native American Program, the National Farmworker Jobs Program, Community Services Block Grants, Employment and training activities by the Department of Housing and Urban Development, and Job Corps. Additional human

with less, while meeting the needs of a dynamic and rapidly shifting economy. In the 12-month period ending June 30, 2011, the system served over 37 million people facing a range of employment challenges, including long-term unemployment, skill and credential deficiencies, and high job seeker – to job vacancy ratios that made it difficult for even the most competitive job seekers to find employment. To succeed in this context, the workforce investment system must deliver services that are cost-effective, demand-driven and high-impact.

The Workforce Innovation Fund (“the Fund”) is one of several new Federal grant programs (including the Department of Education’s Investing in Education Fund (I3) and The Corporation for National and Community Service’s Social Innovation Fund) in which grantor agencies fund projects that seek to use evidence to design program strategies. Grants made under the Fund will provide funds to states, local workforce areas, and entities eligible to apply for WIA Section 166 grants to a) retool service delivery strategies and/or policy and administrative systems and processes to improve outcomes for workforce system customers and b) evaluate the effectiveness of such activities. Why are we interested in both service delivery innovation and systems reform? While employment and training outcomes rest on the effectiveness of service delivery strategies, the policy and administrative frameworks in which these strategies are developed and implemented also have an enormous effect. ETA believes that innovation at the systems level, where policies, organizational structures, planning processes, performance measurement, procurement, investment priorities, and information management systems reside, is necessary to support service delivery strategies that result in better outcomes and lower costs. In support of such goals, the Administration is seeking ways to remove administrative, statutory, and regulatory barriers to support greater coordination in the delivery of services, particularly among agencies and programs with overlapping missions and clients<sup>2</sup>. Through the Workforce Innovation Fund, ETA seeks to support changes in structures and policies that enable a closer alignment and integration of workforce development, education, human services, social insurance, and economic development programs.

By focusing on change at both the service delivery and the systems levels, and by requiring rigorous evaluation of each investment, ETA seeks to ensure that these investments form the basis for broader change and continuous improvement in the operation of the public workforce system. By adding new value for our customers, ETA seeks to contribute to the identification and documentation of evidence-based practice within the field of workforce development.

The Fund will invest in strategies that:

1. Deliver services more efficiently and achieve better outcomes, particularly for vulnerable populations (e.g. low-wage and less-skilled workers) and dislocated workers, especially those who have been unemployed for many months;

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resources program partners include transportation, Temporary Assistance for Needy Families (TANF), and USDA Supplemental Nutrition Assistance Program (SNAP) Employment and Training Programs.

<sup>2</sup> OMB Memorandum (M-11-21). *Implementing the Presidential Memorandum “Administrative Flexibility, Lower Costs, and Better Results for State, Local, and Tribal Governments”*. April 29, 2011. <http://www.whitehouse.gov/sites/default/files/omb/memoranda/2011/m11-21.pdf>

2. Support both system reforms and innovations that facilitate cooperation across programs and funding streams in the delivery of client-centered services to jobseekers, youth, and employers;
3. Ensure that education, employment, and training services are developed in partnership with specific employers or industry sectors and reflect current and future skill needs; and
4. Emphasize building knowledge about effective practices through rigorous evaluation and translating “lessons learned” into improved labor market outcomes, the ability to bring such practices to scale in other geographic locations and increased cost efficiency in the broader workforce system.

To that end, it is our goal that grants funded under the Workforce Innovation Fund will achieve the following within the workforce system: 1) better results for jobseekers and employers – such as reduced duration of unemployment, increased educational gains that lead to work readiness, academic and industry-recognized credential attainment, increased earnings, increased competitiveness of employers, etc.; 2) greater efficiency in the delivery of quality services – such as, more customers (job seekers or employers) served, decreased program attrition/customer throughput, faster job placement, or achieving outcomes for lower cost or reduction in program overlap and administrative costs; and 3) stronger cooperation across programs and funding streams – such as integrated data management information systems, braided funding<sup>3</sup>, or changes that create a more seamless service delivery experience for participants who need help from multiple programs. It is our expectation that successful strategies will be sustained beyond the grant period through existing regular workforce system funding streams.

More broadly, the Fund will expand the availability of evidence-based practices in the workforce development field through careful evaluation of each grant investment. The Fund will invest in projects along a continuum of innovation and evidence, from new ideas that have never been tried, to well-tested ideas being adapted to new contexts. By evaluating projects along this continuum, the Fund will significantly increase the body of knowledge about what works in workforce development.

We will ensure that the Fund achieves its goal by: 1) providing grantees with a comprehensive program of support for the achievement of grant objectives and outcomes throughout the life of the grant; 2) providing a national evaluation coordinator, who will work with grantees’ evaluators to ensure consistent and high quality evaluation; and 3) broadly disseminating what we learn about what worked, and what did not.

#### B. Examples of Innovation

To provide a better understanding of the types of service delivery and system reform strategies we consider to be innovative, we are providing examples in four categories. This list includes only a few of the many innovations and categories of innovation that would be appropriate for

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<sup>3</sup> Braided funding is a funding and resource allocation strategy that taps into existing categorical funding streams and uses them to support unified initiatives in as flexible and integrated manner as possible. Braided funding streams remain visible and are used in common to produce greater strength, efficiency, and; or effectiveness. Each public funder maintains responsibility for tracking and accountability of its funds.

the Fund. Therefore, the list is intended to be illustrative, not limiting. You should propose projects that best meet the specific challenges and needs in your state or local area, and should propose only those strategies that you are well-positioned to implement during the grant period. All proposed projects – whether focused on service delivery or structural reforms - must show an impact on workforce system customers during the life of the grant. It is possible but not necessary to fund direct service delivery with grant funds, as such services could be funded with regular formula funds. We recognize that some of these innovations may be enhanced by waivers of Federal laws or regulations (as well as modifications of State requirements), and as discussed in section I.E, we encourage you to identify which specific requirements, if waived, could enhance the proposed innovations.

#### **Better coordination among programs and partners**

- Implementing comprehensive career pathway approaches that align and bridge training, education, employment, and supportive services at the local and state level, partner with employers, and enable individuals to move beyond adult basic education and succeed in postsecondary education, earn industry-recognized credentials, and advance along a career path;
- Integrating adult basic education and occupational skills training to enable individuals to increase their educational learning gains and earn industry-recognized credentials while completing basic skills training;
- Further integrating the public workforce system and other programs such as Adult Education, Registered Apprenticeship, Unemployment Insurance (UI), and Temporary Aid to Needy Families (TANF), which can enhance the impact of Workforce Investment Act (WIA) investments;
- Connecting the multiple systems and structures that serve individuals with limited English proficiency through mechanisms such as coordinating WIA funding for Titles I and II to support effective contextualized programs that result in increased fluency in the English language and the attainment of credentials that are relevant to employers;
- Connecting the multiple systems that serve disconnected youth, such as partnering with human service agencies to support summer employment and educational work experiences throughout the year; developing innovative pre-apprenticeship programs that lead to successful placement with Registered Apprenticeship programs; or improving coordination among existing programs, such as Job Corps and Youth Build;
- Designing and implementing a collaborative case management, intake and assessment approach cutting across multiple funding streams;
- Developing data-sharing agreements and/or additional statewide performance measures among agencies involved in the delivery of training, education, and employment services and in the development of economic development policies;
- Improving the connection between the WIA and UI systems to enhance reemployment services for all unemployed job seekers and shorten durations of unemployment of UI claimants through the creative use of technology and integrated service strategies;
- Integrating services at a regional level to align with regional labor markets and existing and emerging economic growth strategies; or
- Developing better coordination with non-government partners and privately-funded programs to meet the continuing needs of job seekers in this climate of economic austerity by leveraging non-federal dollars in the delivery of employment services.

**Improving linkages between employment and training services and labor market needs**

- Developing new programs for out-of-school youth that combine training in high-growth industry sectors with basic skills remediation and that incorporate placement into subsidized or unsubsidized employment opportunities;
- Building sector strategies that align employment and training services with the skill needs of regional employers in new or changing industry sectors;
- Developing new models to support and strengthen partnerships with business;
- Building partnerships with employers and community colleges or high schools to combine general academic instruction with occupational training; or
- Expanding Registered Apprenticeship and on-the-job training programs or structuring these models in innovative ways designed to lead to long-term career success.

**New procurement strategies**

- Adjusting procurement and cost allocation strategies to allow the use of multiple funding streams for a common purpose with less administrative burden, for example by finding more efficient ways to report time and effort for case managers serving participants in more than one program;
- Incentivizing effective services to those with the greatest barriers to employment by making a portion of a service provider's funding dependent on outcomes, and providing higher payments for achieving positive outcomes for the hardest-to-serve;
- Encouraging cost efficiency by driving down the costs of achieving successful outcomes through competition among multiple service providers; or
- Developing innovative ways to collaborate with and leverage funds from the private sector, foundations, and investors.

**New uses of technology**

- Expanding the availability and quality of on-line job training, distance/blended learning, virtual case management, and web-based career navigation tools;
- Leveraging social media, text messaging alerts, and other technology to provide job-matching services to the unemployed;
- Leveraging social media and other Web 2.0 technologies to support strong networks among job seekers and employers and improve outreach and strategic communication; or
- Enhancing the use of real-time labor market information and other data analysis to improve services to job seekers and employers.

Please note that we anticipate making up to \$20 million in additional funds available through a separate grant competition for Pay for Success (PFS) projects. Pay for Success (PFS) projects represent an innovative approach to funding public social service programs, for example through leveraged capital from private and philanthropic investors. Under this model the government pays for services only after clearly defined outcomes are achieved. This allows effective and evidence-based solutions to be identified and implemented while maximizing taxpayer dollars by paying only for demonstrated results. Pay for Success models will not be funded under this grant solicitation (SGA/DFA PY-11-05).



### C. Partnerships

Partnerships are critical to providing innovative and effective service delivery strategies that meet the employment needs of job seekers, workers, youth and employers, and must be included in your proposal. We encourage you to look to a broad range of partners both within and outside of the workforce system when developing your strategies. Partnerships will vary depending on the nature and focus of individual projects, but examples may include:

- Partnering regionally with economic development entities and other critical stakeholders to better align education and workforce development activities with regional labor markets, economic growth strategies and employer demand.
- Partnering with the business community, including business associations, and educational institutions, including secondary and post secondary institutions such as community colleges, to design and implement programs and career pathways that lead to credentials and employment.
- Partnering with and leveraging resources from other federally-funded programs, such as Adult Basic Education, Vocational Rehabilitation State Grants, Temporary Assistance for Needy Families (TANF), Small Business Development Centers, and many others.
- Partnering with community-based organizations, as they are key providers of basic skills training, technical skills training, supportive services, and workforce development services in communities across the country.
- Partnering with local educational institutions, including community colleges.
- Partnering with workforce intermediaries to integrate new approaches to service delivery and stakeholder engagement into the workforce investment system<sup>4</sup>.

### D. Integrating Evaluation into Grant Activities: Three Project Types

One of the overarching goals of the Workforce Innovation Fund is to build evidence-based practices in the workforce development field. Therefore, every grant application must include a budget, design, and implementation plan for an appropriate third-party evaluation to be funded as part of the grant. We expect that the innovation strategies proposed under the Fund will fall on a continuum — some might be new ideas that have never been tried, while others might be well-tested ideas that applicants plan to adapt to new contexts. Since the appropriate evaluation strategy will depend on the degree to which the strategy has previously been tested, we have created three project types. Applicants must identify the project type in their technical proposal and include an evaluation strategy that falls into one of the following three project types:

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<sup>4</sup> A workforce intermediary is an entity that brings together various stakeholders in an entrepreneurial fashion for the purpose of integrating workforce information, resources, strategies, partners, and results, with a goal of meeting the needs of business and workers.

**Project Type A: New and Untested Ideas** – If you are proposing new or emerging structural and/or service delivery reform ideas that have been tried in limited circumstances (if at all) but are supported by strong logic models<sup>5</sup> and/or successful outcomes data, you should apply as Project Type A. ETA and the public workforce system will want to learn whether or not such ideas can be implemented, how, and at what cost. In proposing such a project, it will be particularly important that you construct a strong logic model showing the underlying theory of how your strategy will produce your intended outcomes and how you will demonstrate cost savings or cost effectiveness. You should also describe any prior implementation of the idea if the idea has been carried out in any manner. The proposed evaluation strategy should consist of at least collection and analysis of process, output, and outcome data, and if feasible within the financial constraints, a rigorous method to evaluate impact.

Proposals under Project Type A must range in size from \$1 – 3 million dollars, and evaluation costs must be no more than 20 percent of the total.

**Project Type B: Promising Ideas** – If you are proposing structural and/or service delivery reform ideas that have been implemented and tested previously, and the testing indicates some potential for success and that more rigorous evaluation is needed, you should apply as Project Type B. ETA and the workforce system will want to learn more about the strategy's effectiveness. In proposing such a project, you must include positive evidence of effectiveness and past success. The cited evidence may consist of a variety of studies ranging from a simple pre-post data analysis or return on investment analysis to a study that includes an impact evaluation that employs a comparison group design. Your proposed evaluation strategy should be of a higher level of rigor than the evidence cited in the proposal, and should include the most rigorous strategy available to demonstrate impact given the financial constraints; such as a comparison group or random assignment (where applicable).

Proposals under Project Type B must range in size from \$3 – 6 million dollars, and evaluation costs must be no more than 20 percent of the total.

**Project Type C: Adapting Proven Ideas** – If you are proposing structural and/or service delivery projects that a) further develop ideas that are already supported by strong evidence and/or b) take ideas supported by strong evidence to a larger scale, you should apply as Project Type C. For example, you may propose a service, product and/or a system change previously shown to be effective for one target group that you might now plan to offer to additional groups. In your application, you must cite existing evidence showing a positive significant effect and provide compelling arguments for the need and potential for success in expanding the scale of the proposed service, product and/or system change for a broader customer base. Your proposed evaluation strategy must consist of the highest level of evaluation rigor that is applicable to the proposed project. For example, the highest level of rigor for a service delivery innovation that is directly focused on participant outcomes is a random assignment study, while the highest level of rigor for a structural innovation may be a quasi-experimental evaluation. All proposed

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<sup>5</sup> As described in Section V.A.2. More information about logic models can be found at: [http://www.doleta.gov/workforce\\_innovation](http://www.doleta.gov/workforce_innovation).

evaluations under project type C must include designing and conducting a minimum 12-month follow-up of program participants upon completion of services.

Proposals under Project Type C must range in size from \$6 – \$12 million dollars, and evaluation costs must be no more than 20 percent of the total.

We reserve the right to conduct a limited competition among type B and C awardees who demonstrate good performance and promising evaluation results to receive a follow-on grant for additional cohorts and a longer participant follow up plan.

#### **E. Supporting Administrative Flexibility**

Combined with grant funding, administrative flexibility can be a powerful tool to spur experimentation and innovation and support better coordination and improved outcomes. If, during the development of your innovation strategies, you identify impediments in current laws and regulations, or Office of Management and Budget (OMB) cost circulars, we encourage you to submit, as an attachment to the technical proposal of your application (as described in IV.B. – Part III), either descriptions of waivers you would request if selected for grant award or formal waiver requests. You should construct your technical proposal based on outcomes and deliverables you can achieve without waivers or with only the waivers you have currently, and describe in the attachment the additional outcomes and deliverables you could achieve with new waivers. The attachment may include potential waivers for a wide variety of Federal programs, including but not limited to workforce development, education, human services, social insurance, and economic development programs. In the case of TANF, you should describe any administrative flexibilities that you believe could enhance the effectiveness of your demonstration effort.

The waiver content in your attachment will not be considered as part of the application scoring process described in V.C.; however, we encourage applicants to provide the attachment to inform Federal agencies about how waivers could enhance the project. This information will be useful in identifying specific barriers to innovation, and may be used to inform future policy changes and Innovation Fund solicitations. All waiver descriptions and requests for analyses of opportunities of administrative flexibility under TANF will be shared with the relevant federal agencies as they are received. For example waiver requests and descriptions related to the Adult Basic Education and Vocational Rehabilitation programs will be shared with the Department of Education.

Any formal waiver requests of WIA Title I received as part of the attachment will be processed and reviewed within 90 days of grant award. Applicants that submit only informal waiver descriptions will need to formally submit waiver requests according to the existing waiver approval process for the relevant federal legislation upon grant award. For additional information about waiver authority and formal submission processes for WIA Titles I-IV and the OMB cost circulars, see Attachment B.

## **II. Award Information**

### **A. Award Amount**

Under this SGA, ETA has approximately \$98.5 million available and expects to fund approximately 20 to 30 grants. Individual grant amounts will range from \$1 million to \$12

million. There are specific funding ranges depending on the project type proposed, which are listed in Section I.D.

ETA will consider any grant request outside the specified ranges as non-responsive, and such applicants will not be considered for funding.

Applicants may submit no more than one application as the lead applicant. Applicants that do submit more than one application as the lead applicant will be deemed non-responsive and none of their lead applications will be considered for funding. Applicants may participate in an unlimited number of applications as a consortium member. ETA reserves the right to fund proposals at lower amounts than requested; in such circumstances, the grantee would be expected to adjust its scope of work accordingly. In the event additional funds become available (including if any funds set aside for PFS grants become available), ETA reserves the right to use such funds to select additional grantees from applications submitted in response to this Solicitation.

#### **B. Period of Performance**

ETA expects to make awards by summer, 2012. The period of performance for grants awards pursuing project type B or C will be up to 40 months from the effective date of the grant for the technical grant performance, with an additional 12 months available for evaluation activities. The technical grant performance period for project type A will be up to 36 months, and includes all necessary implementation and start-up activities as well as grant close-out activities and the completion of the evaluation for grants.

Applicants should plan to fully expend grant funds during the period of performance (including both the period of technical grant performance and any additional period of evaluation activities) while ensuring full transparency and accountability for all expenditures. ETA will closely monitor grantee progress towards stated goals and may choose to terminate grants that are not on pace to complete technical activities by the end of their technical grant performance period or evaluation activities by the end of their evaluation period of performance. It is highly unlikely that the period of performance for these grants will be extended.

### **III. Eligibility Information**

#### **A. Eligible Applicants**

1. In order to be eligible for consideration under this Solicitation, the lead applicant must be an eligible institution, as defined in this section. You must specify your applicant type in the Abstract, described in Section IV.B Part III. If you do not meet the applicant eligibility requirements of the SGA, we will consider your application non-responsive and it will not be reviewed.

Eligible institutions are: (i) State Workforce Agencies; (ii) Local Workforce Investment Boards; (iii) entities eligible to apply for WIA Section 166 grants; (iv) consortia of State Workforce Agencies; (v) consortia of Local Workforce Investment Boards; and (vi) consortia of entities eligible to apply for WIA Section 166 grants.

Requirements for each of these lead applicant types are provided below.

- i. State Workforce Agencies. Eligible applicants under this category are State Workforce Agencies that are eligible for assistance under Title I of the Workforce Investment Act of 1998.
- ii. Local Workforce Investment Boards. Under this category, an eligible applicant is a legal entity that represents the local workforce investment system. An entity applying under this category must be either:
  - a. A Local Workforce Investment Board (LWIB), as established under Section 117 of the WIA, that has been legally organized; or
  - b. In areas where the LWIB is not legally organized, the legal entity that serves as the fiscal agent for the Local Workforce Investment Board. To apply under this category, this entity must provide, as an attachment to their application, a letter from the chair of the Local Workforce Investment Board that: affirms that the applicant is the legal entity that serves as the fiscal agent for the LWIB, confirms that the applicant is submitting the application on behalf of the LWIB, and includes the applicant's legal name and Federal Tax Identification Number.
- iii. Entities eligible for WIA Section 166 grants. Under this category, an eligible applicant is a tribe, tribal consortium, or tribal non-profit organization that is eligible to apply for WIA Section 166 grants.
- iv. Consortia of State Workforce Agencies. To apply under this category, an eligible State Workforce Agency (as defined above) must apply as the lead applicant on behalf of a consortium of eligible State Workforce Agencies representing two or more states. Applicants under this category are eligible for up to 5 bonus points, as described in Section V.A.6. Entities eligible for WIA Section 166 grants may also be part of a state consortia.
- v. Consortia of Local Workforce Investment Boards. To apply under this category, an eligible Local Workforce Investment Board (as defined above) must apply as the lead applicant on behalf of a consortium of eligible Local Workforce Investment Boards. Applicants under this category are eligible for up to 5 bonus points, as described in Section V.A.6. Entities eligible for WIA Section 166 grants may also be part of a state consortia.
- vi. Consortia of entities eligible for WIA Section 166 grants. To apply under this category, an entity eligible for WIA Section 166 grants (as defined above) must apply as the lead applicant on behalf of a consortium of eligible WIA Section 166 grantees. Applicants under this category are eligible for up to 5 bonus points, as described in Section V.A.6.

## 2. Special Requirements for Consortium Applications

Consortium applications under Categories ii and iv of Section III.A.1 must identify a lead applicant in the consortium, which will serve as the grantee and have overall fiscal and administrative responsibility for the grant. This lead applicant must be the organization specified in Section 8 of the SF-424, "Application for Federal Assistance."

For the purposes of this Solicitation, the lead applicant specified on the SF-424 will be: 1) the point of contact with ETA to receive and respond to all inquiries or communications under this SGA and any subsequent grant award; 2) the entity with authority to withdraw or draw down funds through the Department of Health and Human Services - Payment Management System (HHS-PMS); 3) the entity responsible for submitting to ETA all deliverables under the grant, including

all technical and financial reports related to the project, regardless of which consortium member performed the work; 4) the entity that may request or agree to a revision or amendment of the grant agreement; 5) the entity with overall responsibility for carrying out the programmatic functions of the grant; and, 6) the entity responsible for working with ETA to close out the grant.

An applicant applying as a consortium must provide, as an attachment to its technical proposal, a consortium agreement. This agreement may take many forms, including a letter or Memorandum of Understanding. The consortium agreement must be signed by each consortium member, and: 1) reflect an agreement among consortium members to work together on the grant; 2) declare the intent of each consortium member to carry out its assigned goals and activities contained in the project work plan included in Section V.A.3. of the SGA; 3) specify the amount of funds and the specific deliverables for which each consortium member will be responsible; 4) designate one member of the consortium as the lead institution that will serve as the grantee for ETA; and, 5) reflect a commitment of all consortium members to provide the lead institution all information needed to meet the reporting and other requirements of the grant. Only eligible entities as defined in this section may be members of the consortium. We will consider applications that include entities other than eligible entities as consortium members as nonresponsive.

If any entity identified in the application as a consortium member drops out of the consortium before or upon award of the grant, the grantee must provide, within 60 days of award, an explanation of why that entity will not be participating in the project. We reserve the right to re-evaluate a consortium award in light of any such change in the consortium membership and may terminate the award if deemed appropriate. Please note, if a consortium member drops out, the funds and activities committed to in the application and consortium agreement must not be shifted automatically to another consortium member or to a new eligible entity; the grantee must conduct a competition to award the remaining funds.

#### B. Cost Sharing or Matching

Cost sharing or matching funds are not required as a condition for application, but applicants are strongly encouraged to coordinate with and leverage resources from regular WIA formula funds, and/or other federal, state, local, or private workforce development funding sources.

#### C. Other Eligibility Criteria

1. You are required to submit a budget, design, and implementation plan for an independent third-party evaluation of your proposed strategy. This evaluation will be funded as part of the Federal grant award. The evaluation plan must be suitable for the proposed project type, as listed in Section I.D. Applications without an evaluation component will be considered non-responsive and will not be reviewed.
2. You may submit only one application as the lead applicant. There is no limit on the number of applications you may participate in as a non-lead consortium member.
3. If you submit more than one application as the lead applicant, you will be deemed non-responsive and none of your lead applications will be considered for funding. It is our intent that no organization will be funded more than once as a lead applicant under this SGA.

#### D. Eligible Participants

Workforce Innovation Fund grants are intended to seed innovation in the regular WIA formula programs; therefore, participants who receive grant-funded services must meet the eligibility criteria of WIA Adult, Dislocated Worker, Youth, or Wagner-Peyser Act Employment Service programs. Projects that leverage resources from other workforce programs must ensure that participants receiving such services meet those funding sources' application criteria.

#### E. Veterans Priority for Participants

The Jobs for Veterans Act (Public Law 107-288) requires grantees to provide priority of service for 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 DOL. The regulations implementing this priority of service can be found at 20 CFR Part 1010. In circumstances where a grant 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 grant 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. Grantees must comply with DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (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. TEGL No. 10-09 is available at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=2816](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816).

#### F. Other Grant Specifications

##### 1. Transparency

DOL is committed to conducting a transparent grant award process and publicizing information about program outcomes. Posting grant applications on public websites is a means of promoting and sharing innovative ideas. For this grant competition, we will publish the abstracts required by Section IV, Part IIIa, for all applications on the Department's website or similar location. Additionally, we will publish a version of the Technical Proposal required by Section IV, Part II, for all those applications that are awarded grants, on the Department's website or a similar location. No other parts of or attachments to the application will be published. The Technical Proposals and abstracts will not be published until after the grants are awarded. In addition, information about grant progress and results may also be made publicly available.

DOL recognizes that grant applications sometimes contain information that an applicant may consider proprietary or business confidential information, or may contain personally identifiable information. Proprietary or confidential commercial/business information is information that is not usually disclosed outside your organization and the disclosure of which is likely to cause you substantial competitive harm. Personally identifiable information is information that can be used to distinguish or trace an individual's identity, such as name, Social Security number, date and place of birth, mother's maiden name, or biometric records, or other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.<sup>6</sup>

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<sup>6</sup> Memorandums 07-16 and 06-19. GAO Report 08-536, *Privacy: Alternatives Exist for Enhancing Protection of Personally Identifiable Information*, May 2008, <http://www.gao.gov/new.items/d08536.pdf>.

Abstracts will be published in the form originally submitted, without any redactions. However, in order to ensure that personally identifiable information and proprietary or confidential commercial/business information is properly protected from disclosure when DOL posts the winning Technical Proposals, applicants whose technical proposals will be posted will be asked to submit a second version of their Technical Proposal, with any proprietary, confidential commercial/business, and personally identifiable information redacted. All non-public information about the applicant's staff should be removed as well. The Department will contact the applicants whose technical proposals will be published by letter or email, and provide further directions about how and when to submit the redacted version of the Technical Proposal. Submission of a redacted version of the Technical Proposal will constitute permission by the applicant for DOL to make the redacted version publically available. If an applicant fails to provide a redacted version of the Technical Proposal, DOL will publish the original Technical Proposal in full, after redacting personally identifiable information. (Note that the original, unredacted version of the Technical Proposal will remain part of the complete application package, including an applicant's proprietary and confidential information and any personally identifiable information.)

Applicants are encouraged to maximize the grant application information that will be publicly disclosed, and to exercise restraint and redact only information that clearly is proprietary, confidential commercial/business information, or capable of identifying a person. The redaction of entire pages or sections of the Technical Proposal is not appropriate, and will not be allowed, unless the entire portion merits such protection. Should a dispute arise about whether redactions are appropriate, DOL will follow the procedures outlined in the Department's Freedom of Information Act (FOIA) regulations (29 CFR Part 70).

Redacted information in grant applications will be protected by DOL from public disclosure in accordance with federal law, including the Trade Secrets Act (18 U.S.C. Section 1905), FOIA, and the Privacy Act (5 U.S.C. Section 552a). If DOL receives a FOIA request for your application, the procedures in DOL's FOIA regulations for responding to requests for commercial/business information submitted to the government will be followed, as well as all FOIA exemptions and procedures (29 CFR 70.26). Consequently, it is possible that application of FOIA rules may result in release of information in response to a FOIA request that an applicant redacted in its "redacted copy."

#### **IV. Application and Submission Information**

##### **A. How to Obtain an Application Package**

This SGA contains all of the information and links to forms needed to apply for grant funding.

##### **B. Content and Form of Application Submission**

Proposals submitted in response to this SGA must consist of three separate and distinct parts: (I) a cost proposal; (II) a technical proposal; and (III) attachments to the technical proposal. Applications that do not contain all of the three parts or that fail to adhere to the instructions in this section will be deemed non-responsive and will not be reviewed. It is the applicant's responsibility to ensure that the funding amount requested is consistent across all parts and sub-parts of the application.



**Part I. The Cost Proposal.** The Cost Proposal must include the following items:

- SF-424, "Application for Federal Assistance" (available at <http://apply07.grants.gov/apply/FormLinks?family=15> ). The SF-424 must clearly identify the applicant and must be signed by an individual with authority to enter into a grant agreement. Upon confirmation of an award, the individual signing the SF-424 on behalf of the applicant shall be considered the authorized representative of the applicant. The signature of the authorized representative on the SF-424 certifies that the organization is in compliance with the Assurances and Certifications form SF-424B (available at <http://apply07.grants.gov/apply/FormLinks?family=15> ). The SF-424B is not required to be submitted with the application. All applicants for Federal grant and funding opportunities are required to have a Data Universal Numbering System (D-U-N-S®) number, and must supply their D-U-N-S® Number on the SF-424. The D-U-N-S® Number is a nine-digit identification number that uniquely identifies business entities. If you do not have a D-U-N-S® Number, you can get one for free through the D&B website: <http://fedgov.dnb.com/webform/displayHomePage.do>.

- The SF-424A Budget Information Form (available at <http://apply07.grants.gov/apply/FormLinks?family=15> ). In preparing the Budget Information Form, the applicant 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. Two separate budget narratives must be provided. One must describe the costs of technical grant activities, and the other must describe the costs of evaluation activities. The evaluation budget narrative must be included with the program evaluation plan attachment, as explained in Part III.C. and section V.B., below. Budget narratives should also include a description of leveraged resources provided (as applicable) to support grant activities. All grantees must participate in an in-person intensive orientation and training event sponsored by ETA, and at least one additional national meeting. Both meetings will be held in Washington, D.C.. Grantees should include travel costs for this purpose on their Budget Information Forms (see Section IV.B. Part I – The Cost Proposal).

- Note that the total Federal grant amount (costs of technical activities and of the evaluation) requested (not just one year) must be included on the SF-424, and SF-424A. No leveraged resources should be shown on the SF-424 and SF-424A. The amount listed on the SF-424, SF-424A, and two budget narratives must be the same. Please note that the funding amount included on the SF-424 will be considered the official funding amount requested if any inconsistencies are found. Applications that fail to provide a signed SF-424 including D-U-N-S® Number, SF-424A, and two budget narratives will be considered non-responsive and will not be reviewed.

- Regardless of the method of application submission, all applicants must register with the Federal Central Contractor Registry (CCR) before submitting an application. Step-by-step instructions for registering with CCR can be found at [http://www.grants.gov/applicants/org\\_step2.jsp](http://www.grants.gov/applicants/org_step2.jsp). An awardee must maintain an active CCR registration with current information at all times during which it has an active Federal award or an application under consideration. To remain registered in the CCR database after the initial registration, the applicant is required to review and update (its information in the CCR database) on an annual basis from the date of initial registration or subsequent updates to ensure it is

current, accurate and complete. For purposes of this paragraph, the applicant is the entity that meets the eligibility criteria and has the legal authority to apply and to receive the award. Failure to register with the CCR before application submission will result in your application being found non-responsive and will not be reviewed.

**Part II. The Technical Proposal.** The Technical Proposal must demonstrate the applicant's capability to implement the grant project in accordance with the provisions of this Solicitation. The guidelines for the content of the Technical Proposal are provided in section V of this SGA. The Technical Proposal is limited to 25 double-spaced single-sided 8.5 x 11 inch pages with 12 point text font and 1 inch margins for all grantees except consortia applicants; consortia applicants' technical proposal is limited to 27 double-spaced single-sided 8.5 x 11 inch pages with 12 point text font and 1 inch margins. Any materials beyond the specified page limit will not be read. Applicants should number the Technical Proposal beginning with page number 1. Applications that do not include Part II, the Technical Proposal, will be considered non-responsive and will not be reviewed.

**Part III. Attachments to the Technical Proposal.** In addition to the Technical Proposal, the applicant must submit the following attachments, which do not count against the page limit for the Technical Proposal:

(a) You must provide an Abstract (See Attachment A for template), not to exceed three pages, which will serve as a summary of the proposal. The abstract will be shared publicly and must include the following information: 1) applicant's name; 2) a clear designation of the applicant category – individual applicant or consortium applicant; 3) applicant/lead applicant city/state; 4) areas served by the grant; 5) project name; 6) funding level requested, broken out by technical proposal costs and evaluation cost; 7) the project type (A, B, or C); 8) description of the proposed project; 9) description of the proposed evaluation strategy; and 10) public contact information for the grant, which may be an email or website. If using grants.gov for submission, this document must be attached under the Mandatory Other Attachment section and labeled "abstract".

(b) You must provide a one-page graphic of the project's logic model as described in Section V.A.2. More information about logic models can be found here: [http://www.doleta.gov/workforce\\_innovation](http://www.doleta.gov/workforce_innovation).

(c) You must submit a separate evaluation budget narrative and program evaluation plan for an independent third party evaluation of your proposed strategy, as described in section V.B. The program evaluation plan does not count against the technical proposal page limit, but cannot exceed 15 pages. There is no page limit for the evaluation budget narrative.

(d) Project/Performance Site Location(s) form (available at <http://apply07.grants.gov/apply/FormLinks?family=15> ). If using grants.gov for submission, this form must be attached under the required forms section. Please note that this is a standard form used for many programs and has a check box for applying as an individual. Disregard this box on the form as individuals are not eligible to apply for this solicitation.

(e) If you are applying as the legal entity that serves as the fiscal agent for the Local Workforce Investment Board (LWIB) in an area where the LWIB is not incorporated, you must provide, as an attachment to your application, a letter from the chair of the Local Workforce Investment Board that affirms that the applicant is the legal entity that serves as the fiscal agent

for the LWIB, confirms that the applicant is submitting the application on behalf of the LWIB, and includes the applicant's legal name and Federal Tax Identification Number.

(f) If you are applying as a consortium applicant, you must provide a consortium agreement as described in section III.A.2.

(g) If you believe a waiver of WIA or other Federal laws or rules would enhance the innovation(s) described in your application, you should submit a detailed description of the potential waiver request as an attachment. You should also describe any waivers you already have for your formula program that you wish to incorporate into the grant agreement. If you are a local area and feel your project would benefit from a waiver under WIA Title I and Wagner Peyser, you should consult with the state in the formation of your waiver description, since only states can request WIA Title I and Wagner Peyser waivers. You should also describe waiver requests that you intend to seek for programs under other federal laws. You may also submit formal waiver requests with your application, according to individual program requirements. Any formal waiver requests for WIA Title I received as part of the attachment will be officially processed and reviewed within 90 days of grant award.

(h) You should submit substantive non-form letters, Memoranda of Understanding, and other documentation from key leaders and partners to demonstrate their support of the proposed activities as described in Section V.1., Criterion 4 – "Strategic Leadership."

Applications that do not include the required attachments – an abstract, a logic model, an evaluation cost proposal and program evaluation plan, Project/Performance Site Location(s) form, and (if appropriate) required documentation for consortium applicants and unincorporated WIB applicants – will be considered non-responsive and will not be reviewed.

Only those attachments listed above as required attachments will be excluded from the page limit. Additional materials such as resumés or general letters of support or commitment will not be considered.

Applicants should not send documents separately to DOL, because documents received separately will be tracked through a different system and will not be attached to the application for review. DOL will not accept general letters of support submitted by organizations or individuals that are not partners in the proposed project and that do not directly identify the specific commitment or roles of the project partners. Support letters of this nature will not be considered in the review process.

#### C. Submission Date, Times, Process and Addresses

The closing date for receipt of applications under this announcement is March 22, 2012.

Applications may be submitted electronically on <http://www.grants.gov> or in hard copy by mail or hand delivery (**including overnight delivery**). Hard copy applications must be received at the address below no later than 4:00 p.m. Eastern Time. Applications submitted on grants.gov must also be successfully submitted (as described below) no later than 4:00 p.m. Eastern Time on the closing date. Applications sent by e-mail, telegram, or facsimile (FAX) will not be accepted.

Applicants submitting proposals in hard copy must submit an original signed application (including the SF-424) and one (1) "copy-ready" version free of bindings, staples, or protruding tabs to ease in the reproduction of the proposal by DOL. Applicants submitting proposals in hard

copy are also required to provide an identical electronic copy of the proposal on compact disc (CD). If discrepancies between the hard copy submission and CD copy are identified, the application on the CD will be considered the official applicant submission for evaluation purposes. Failure to provide identical applications in hardcopy and CD format may have an impact on the overall evaluation.

If an application is physically submitted by both hard copy and through <http://www.grants.gov>, a letter must accompany the hard-copy application stating which application to review. If no letter accompanies the hard copy, we will review the copy submitted through <http://www.grants.gov>. For multiple submissions through [www.grants.gov](http://www.grants.gov) we will review the latest submittal.

Applications that do not meet the conditions set forth in this notice will be considered non-responsive. No exceptions to the mailing and delivery requirements set forth in this notice will be granted. Further, documents submitted separately from the application, before or after the deadline, will not be accepted as part of the application.

Mailed applications must be addressed to the U.S. Department of Labor, Employment and Training Administration, Division of Federal Assistance, Attention: Donna Kelly, Grant Officer, Reference SGA/DFA PY 11-05, 200 Constitution Avenue, NW, Room N4716, Washington, DC 20210. Applicants are advised that mail delivery in the Washington DC area may be delayed due to mail decontamination procedures. Hand-delivered proposals will be received at the above address. All overnight mail will be considered to be hand-delivered and must be received at the designated place by the specified closing date and time.

Applications that are submitted through Grants.gov must be successfully submitted at <http://www.grants.gov> no later than 4:00 p.m. Eastern Time on the closing date and then subsequently validated by Grants.gov. The submission and validation process is described in more detail below. The process can be complicated and time-consuming. Applicants are strongly advised to initiate the process as soon as possible and to plan for time to resolve technical problems if necessary.

The Department strongly recommends that before the applicant begins to write the proposal, applicants should immediately initiate and complete the "Get Registered" registration steps at [http://www.grants.gov/applicants/get\\_registered.jsp](http://www.grants.gov/applicants/get_registered.jsp). Applicants should read through the registration process carefully before registering. These steps may take as much as four weeks to complete, and this time should be factored into plans for electronic submission in order to avoid unexpected delays that could result in the rejection of an application. The site also contains registration checklists to help you walk through the process. The Department strongly recommends that applicants download the "Organization Registration Checklist" at [http://www.grants.gov/assets/Organization\\_Steps\\_Complete\\_Registration.pdf](http://www.grants.gov/assets/Organization_Steps_Complete_Registration.pdf) and prepare the information requested before beginning the registration process. Reviewing and assembling required information before beginning the registration process will alleviate last minute searches for required information and save time.

As described above, applicants must have a D-U-N-S® Number and must register with the Federal Central Contractor Registry (CCR).

The next step in the registration process is creating a username and password with Grants.gov to become an Authorized Organizational Representative (AOR). AORs will need to know the D-U-N-S® Number of the organization for which they will be submitting applications to complete this process. To read more detailed instructions for creating a profile on Grants.gov visit: [http://www.grants.gov/applicants/org\\_step3.jsp](http://www.grants.gov/applicants/org_step3.jsp).

After creating a profile on Grants.gov, the E-Biz point of Contact (E-Biz POC-) – a representative from your organization who is the contact listed for CCR – will receive an email to grant the AOR permission to submit applications on behalf of their organization. The E-Biz POC will then log in to Grants.gov and approve an applicant as the AOR, thereby giving him or her permission to submit applications. To learn more about AOR Authorization visit: [http://www.grants.gov/applicants/org\\_step5.jsp](http://www.grants.gov/applicants/org_step5.jsp), or to track AOR status visit: [http://www.grants.gov/applicants/org\\_step6.jsp](http://www.grants.gov/applicants/org_step6.jsp).

An application submitted through Grants.gov constitutes a submission as an electronically signed application. The registration and account creation with Grants.gov, with E-Biz POC approval, establishes an AOR. When you submit the application through Grants.gov, the name of your AOR on file will be inserted into the signature line of the application. Applicants must register the individual who is able to make legally binding commitments for the applicant organization as the AOR; this step is often missed and it is crucial for valid submissions.

When a registered applicant submits an application with Grants.gov, an electronic time stamp is generated within the system when the application is successfully received by Grants.gov. Within two business days of application submission, Grants.gov will send the applicant two email messages to provide the status of the application's progress through the system. The first email, sent almost immediately, will contain a tracking number and will confirm receipt of the application by Grants.gov. The second email will indicate the application has either been successfully validated or has been rejected due to errors. Grants.gov will reject applications if the applicant's CCR registration is expired. Only applications that have been successfully submitted by the deadline and subsequently successfully validated will be considered. It is the sole responsibility of the applicant to ensure a timely submission. While it is not required that an application be successfully validated before the deadline for submission, it is prudent to reserve time before the deadline in case it is necessary to resubmit an application that has not been successfully validated. Therefore, sufficient time should be allotted for submission (two business days) and, if applicable, additional time to address errors and receive validation upon resubmission (an additional two business days for each ensuing submission). It is important to note that if sufficient time is not allotted and a rejection notice is received after the due date and time, the application will not be considered.

To ensure consideration, the components of the application must be saved as .doc, .docx, .xls, .xlsx, .rtf, or .pdf files. If submitted in any other format, the applicant bears the risk that compatibility or other issues will prevent us from considering the application. ETA will attempt to open the document but will not take any additional measures in the event of problems with opening. In such cases, the non-conforming application will not be considered for funding.

We strongly advise applicants to use the various tools and documents, including FAQs, which are available on the "Applicant Resources" page at [http://www.grants.gov/applicants/app\\_help\\_reso.jsp](http://www.grants.gov/applicants/app_help_reso.jsp).

ETA encourages new prospective applicants to view the online tutorial, "Grant Applications 101: A Plain English Guide to ETA Competitive Grants," available through Workforce3One at: [http://www.workforce3one.org/page/grants\\_toolkit](http://www.workforce3one.org/page/grants_toolkit).

To receive updated information about critical issues, new tips for users and other time-sensitive updates as information is available, applicants may subscribe to "Grants.gov Updates" at [http://www.grants.gov/applicants/email\\_subscription\\_signup.jsp](http://www.grants.gov/applicants/email_subscription_signup.jsp).

If applicants encounter a problem with Grants.gov and do not find an answer in any of the other resources, call 1-800-518-4726 or 606-545-5035 to speak to a Customer Support Representative or email "[support@grants.gov](mailto:support@grants.gov)". The Contact Center is open 24 hours a day, seven days a week. It is closed on Federal holidays.

**Late Applications:** For applications submitted on Grants.gov, only applications that have been successfully submitted no later than 4:00 p.m. Eastern Time on the closing date and then successfully validated will be considered. Applicants take a significant risk by waiting to the last day to submit by Grants.gov.

Any hard copy application received after the exact date and time specified for receipt at the office designated in this notice will not be considered, unless it is received before awards are made, it was properly addressed, and it was: (a) sent by U.S. Postal Service mail, postmarked not later than the fifth calendar day before the date specified for receipt of applications (e.g., an application required to be received by the 20th of the month must be postmarked by the 15th of that month); or (b) sent by professional overnight delivery service to the addressee not later than one working day before the date specified for receipt of applications. "Postmarked" means a printed, stamped or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable, without further action, as having been supplied or affixed on the date of mailing by an employee of the U.S. Postal Service. Therefore, applicants should request the postal clerk to place a legible hand cancellation "bull's eye" postmark on both the receipt and the package. Failure to adhere to these instructions will be a basis for a determination that the application was not filed timely and will not be considered. Evidence of timely submission by a professional overnight delivery service must be demonstrated by equally reliable evidence created by the delivery service provider indicating the time and place of receipt.

#### D. Intergovernmental Review

This funding opportunity is not subject to Executive Order 12372, "Intergovernmental Review of Federal Programs."

#### E. Funding Restrictions

All proposed project costs must be necessary and reasonable and in accordance with Federal guidelines. Determinations of allowable costs will be made in accordance with the applicable Federal cost principles. Disallowed costs are those charges to a grant that the grantor agency or

its representative determines not to be allowed in accordance with the applicable Federal cost principles or other conditions contained in the grant.

Applicants, whether successful or not, will not be entitled to reimbursement of pre-award costs.

#### 1. Indirect Costs

As specified in OMB Circular Cost Principles, indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. An indirect cost rate (ICR) is required when an organization operates under more than one grant or other activity, whether Federally-assisted or not. Organizations must use the ICR supplied by the Federal Cognizant Agency. If an organization requires a new ICR or has a pending ICR, the Grant Officer will award a temporary billing rate for 90 days until a provisional rate can be issued. This rate is based on the fact that an organization has not established an ICR agreement. Within this 90-day period, the organization must submit an acceptable indirect cost proposal to their Federal Cognizant Agency to obtain a provisional ICR.

#### 2. Administrative Costs

Under this SGA, an entity that receives a grant to carry out a project or program may not use more than 10 percent of the amount of the grant to pay administrative costs associated with the program or project. Administrative costs could be direct or indirect costs, and are defined at 20 CFR 667.220. As specified in 20 CFR 667.220(c) costs for various information systems such as tracking and monitoring of participants, employment statistic information and performance and program cost information on eligible providers of training services are considered program costs and do not count against the administrative cost limitation. Administrative costs do not need to be identified separately from program costs on the SF-424A Budget Information Form. However, they must be tracked through the grantee's accounting system. To claim any administrative costs that are also indirect costs, the applicant must obtain an Indirect Cost Rate Agreement from its Federal Cognizant Agency, as specified above

#### 3. Salary and Bonus Limitations

Under Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training Administration" that are available for expenditure on or after June 15, 2006, may 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 in section 101 of Public Law 109-149. Public Laws 111-8 and 111-117 contain the same limitation on funds appropriated under each of these Laws. This limitation applies to grants funded under this SGA. The salary and bonus limitation does not apply to vendors providing goods and services as defined in OMB Circular A-133 (codified at 29 CFR Parts 96 and 99). See Training and Employment Guidance Letter number 5-06 for further clarification: [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=2262](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262).

#### 4. Intellectual Property Rights

In order to further the goals of the Fund and ensure that the Federal investment of these funds has as broad an impact as possible, as a condition of the receipt of a Workforce Innovation Fund grant, the grantee will be required to license to the public (not including the Federal Government) all work created with the support of the grant (Work) under a Creative Commons

Attribution 3.0 (CCBY) license. Work that must be under the CCBY license includes both new content created with the grant funds and modifications made to pre-existing content using grant funds. Notice of the license shall be affixed to the Work.

Only work that is developed by the grantee with the grant funds is required to be licensed under the CCBY license. Pre-existing copyrighted materials licensed to, or purchased by the grantee without grant fund remain subject to the intellectual property rights the grantee receives under the terms of the particular license or purchase. In addition, works created by the grantee without grant funds do not fall under the CCBY license requirement.

The purpose of the CCBY license requirement is to ensure that materials developed with funds provided by these grants result in Work that can be freely reused and improved by others. When purchasing or licensing consumable or reusable materials, grantees are expected to respect all applicable federal laws and regulations, including those pertaining to copyright and the accessibility provisions of the Federal Rehabilitation Act.

Separate from the CCBY license to the public, the government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for Federal purposes: i) the copyright in all products developed under the grant, including products developed through a subcontract under the grant; and ii) any rights of copyright to which the grantee 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. The grantee may not use Federal funds 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 Department has a license or rights of free use in such work.

#### F. Other Submission Requirements

Withdrawal of Applications: Applications may be withdrawn by written notice to the Grant Officer at any time before an award is made.

### V. Application Review Information

#### A. Scoring Criteria for Technical Proposals

This section identifies and describes the criteria that will be used to evaluate technical proposals. The scoring criteria are described below:

Criterion	Points
1. Description of the Problem or Issue	10
2. Describing Your Project: Strategic Approach and Logic Model	45
3. Work Plan and Project Management	20
4. Strategic Leadership	10
5. Performance Accountability Framework: Data Collection and Reporting	15
6. Bonus Points for Consortium Applications	5



**1. Description of the Problem or Issue (10 points)**

In this section, you must clearly articulate the specific service delivery or policy/governance/administrative problem(s) or issue(s) that your proposed project will address, as well as demonstrate the extent of the problem(s) by citing appropriate research or logical constructs and providing quantitative and/or qualitative evidence as appropriate and available. We will award points for this section based on the extent to which you address the following factors:

**Factor 1 (5 points):** You must clearly and convincingly articulate the problem(s) or issue(s) and its relevance to the workforce investment system locally, regionally and/or nationally. In addressing this factor, applicants may provide problem statements that address a broad range of issues that impact the efficiency and effectiveness of the workforce investment system, including issues pertaining to: the processes or mechanics of services and service delivery; services for target populations or industry sectors; alignment of service delivery to economic regions, policy, governance, and administrative rules that support the system; information systems and other structural supports; and other areas that may present barriers to improving the workforce system.

**Factor 2 (5 points):** In articulating the problem or issue, you must demonstrate the extent of the problem in qualitative and quantitative terms to provide sufficient evidence of its impact on program or system performance. In addressing this factor, you may present data that demonstrates duplication or inefficiencies in the delivery or administration of services (such as cost inefficiencies or extended cycle times), evidence of administrative or policy barriers imposed by the workforce system at the state and/or local level that hinder the delivery of services (such as restrictions or requirements that the state has the authority to change, and/or other data and evidence that clearly demonstrate the severity of the problem.

**2. Describing Your Project: Strategic Approach and Logic Model (45 points)**

You must provide a full and clear explanation of your strategic approach, describing how the proposed project will address or resolve the problem identified in Criterion 1 and the goals and outcomes to be achieved through the proposed investment. In addition, you must describe your conceptual framework or theory of change using a logic model that clearly delineates interim indicators and outputs and testable hypotheses upon which the proposed strategy is based, including evidence if available. We will assign points under this criterion based on the extent to which you fully address the following three factors:

**Factor 1: Goals and Outcomes (10 points):** In this section, you should identify and describe the goals of your project and the expected outcomes from the proposed activities. We will assign points under this factor based on the extent to which you fully address the following: a) you clearly articulate a set of goals and outcomes for the project that address the problem(s) identified in Criterion 1 and align with one or more of the Workforce Innovation Fund's stated goals in Section I.A. of this Solicitation; b) you present goals and outcomes that are relevant, reasonable, and achievable during the life of the grant.

In addressing this factor, start by articulating a set of goals for your project that address the problem identified in Criterion 1 and that align with one or more of the Fund's impact goals as

stated in Section I.A.: 1) better results for jobseekers and employers – such as reduced duration of unemployment, increased educational learning gains and credential attainment, increased earnings, increased economic competitiveness, etc.; 2) greater efficiency in the delivery of quality services – such as more customers served, decreased program attrition, faster job placement, lower cost, or reduction in program overlap; and 3) stronger cooperation across programs and funding streams – such as integrated data systems or braided funding streams. While all Workforce Innovation Fund investments should ultimately result in improved employment and training outcomes for jobseekers and employers, we understand that the impact of certain types of innovation – particularly systemic reforms – may not be captured through traditional outcome measures over the course of a three-year grant period of technical grant performance. In cases where the final impact of the proposed project on system customers cannot be measured during the grant's life cycle, you must identify a set of measurable intermediate outcomes that will ultimately lead to improvements in training and employment outcomes for individuals and employers.

**Factor 2: Strategy and Logic Model (25 points):** In this section, you will present a logic model and theory of change that explain how your proposed grant activities will generate the outcomes and achieve the goals you identified in factor 1.

A logic model describes, in the form of a graphic, how a project will achieve its goals by clearly showing how the *resources (or inputs)* brought to bear on a project support the *activities* undertaken as part of the strategy, which in turn generate the *interim outputs* that ultimately lead to the *outcomes and/or impact of the effort*. A narrative theory of change that identifies a set of connected actions or steps that will generate the change necessary to realize the project's long-term goals must accompany the logic model. A compelling theory of change identifies key assumptions upon which the strategy is based, as well as a set of testable hypotheses that can be used to measure the effect of the proposed strategy. Interim outputs within the logic model reflect discrete and tangible achievements that, together, lead to the ultimate outcomes of the project. Such interim outputs can take many forms. For example, interim outputs may be: 1) policy reforms that enable new *processes* such as integrating data across systems, co-enrolling participants among different programs, or blending and braiding funds from other workforce partners; 2) important *milestones* of the grant, such as completing a redesign of curriculum or services, or designing a new method of measuring repeat business customers; and/or 3) new or improved output *measures* from the innovation such as employer satisfaction, training capacity, and speed to credentials. A compelling theory of change will include an explanation of how data will be used to measure progress toward short-, medium- and long-term goals. For more information about logic models and developing theories of change, please visit [http://www.doleta.gov/workforce\\_innovation](http://www.doleta.gov/workforce_innovation).

We will award points for this factor based on the extent to which you address the following: a) you clearly and fully describe a strategy for overcoming the problem identified in Criterion 1 and present a graphical logic model and narrative theory of change that effectively link the strategy to both intermediate and ultimate goals; b) you propose activities and interim outputs that are appropriate and achievable given your stated goals; c) you propose interim outputs that are discrete and clearly linked to your ultimate goals; d) you demonstrate a strong understanding of the challenges and obstacles to success and have a clear plan for overcoming such challenges;

and e) you provide a compelling theory of change that makes a strong case that the proposed activities and interim outputs will lead to the identified project outcomes within the life of the grant.

**Factor 3: Evidence Base for Strategy (10 points):** In this section, you must indicate which project type you are proposing – A, B, or C – and provide evidence or for project type A, a logic model that demonstrates that the activities and interim outputs you propose will lead to your stated outcome goals. We understand that the amount and strength of evidence available will necessarily vary depending on the proposed strategy and project type. You should demonstrate your familiarity with available research and evidence related to your proposed strategy and cite evidence that your strategy has been shown to have positive impacts by well-designed and well-implemented evaluation studies, if they are available. However, we recognize that strong, compelling evidence is not available for many effective employment and training strategies, particularly those involving systems change. If no compelling evidence exists because you are proposing a new and untested strategy under project type A, you must describe the information, experiences, and assumptions that lead you to believe your proposed strategies will be effective and include a strong logic model showing the underlying theory of how your strategy will produce your intended outcomes and how you will demonstrate cost savings or cost effectiveness. Projects proposed under project type B must provide evidence of positive evaluation impacts. Projects proposed under project type C must provide evidence of substantial positive evaluation impacts and evidence that the proposed adaptation design will maintain those aspects of the strategy found by previous evaluations to lead to successful outcomes.

We will award points for this factor based on the extent to which you use the existing range of evidence to link your proposed strategies to your identified outcome goal(s) and cite evaluation studies conducted with a level of rigor appropriate to the project type for which you are applying. If formal evaluation studies do not exist for your proposed strategies under project type A, you must use information, experiences, and assumptions to make a compelling case that your proposed strategies will be effective.

### **3. Work Plan and Project Management (20 points)**

In this section, you should provide a detailed work plan and project management approach that demonstrate your experience with implementing a project of your proposed scope. We will assign points under this criterion based on the extent to which you fully address the following factors:

**Factor 1: Work Plan (12 points):** You should present a comprehensive project work plan that follows the format described in this section and aligns to the proposed strategy described in Criterion 2. The work plan counts against the page limit of the technical proposal. It must include all of the following categories:

- **Milestones:** You must identify each output in the logic model as well as identify clear and appropriate milestones leading to the completion of each output. You must specifically indicate when the following will be completed: any necessary preliminary planning; the execution of the contract with the evaluator (subject to approval of the plan by the Grant Officer); the start date of a project manager; the process of putting subgrant contracts or agreements into place, including those related to consortium members; the engagement of

key partners as evidenced by meetings or communications and identifying, for each partner, specific individuals responsible for key tasks. You must also indicate when the data to measure your outputs will become available.

- Implementer(s): For each output, you must include the name of the partner that will be responsible for implementing the output and any proposed subcontractor(s), if known, who may assist in implementing the strategy.
- Timeline: You must include projected completion dates for the key milestones specified above, as well as all other milestones critical to the success of your project and outputs for each year of the proposed period of performance. Note that the timeline will become part of the grant agreement for successful applicants and deviations from the timeline will be grounds for corrective action plans and determinations of poor grant performance. Do not propose timelines you cannot achieve.

We will award points for this factor based on the extent to which you address the following: a) you present a coherent set of milestones that demonstrate your complete understanding of all responsibilities and costs required to implement each phase of the project within the timeframe of the grant; b) your milestones reflect a reasonable plan for achieving your project outcomes within the life of the grant; c) you include feasible and reasonable timeframes for accomplishing all procurement and other necessary grant start-up strategies mentioned above within the first four months of the anticipated grant start date; d) you explain how the costs in the proposed project work plan align with the proposed budget and budget narrative, and are justified as adequate, cost-effective, and reasonable for the resources requested; and e) you present evidence of readiness to begin implementing the grant immediately upon grant award.

**Factor 2: Project Management (8 points):** You must also fully describe your capacity to effectively manage the programmatic, fiscal, and administrative aspects of the proposed investment. You must provide the following:

- The professional qualifications you will require of the project manager and other key personnel. You should demonstrate that these qualifications are sufficient to ensure proper management of all grant activities, including timely reporting and the ability to manage a strategic partnership. If the program manager or other key personnel are already on staff, you should provide her/his resume;
- An organizational chart that clearly identifies all relevant leadership, program, administrative, and advisory positions and demonstrates that the project will be implemented through a comprehensive management structure that allows for efficient and effective communications between all levels of the project across partner organizations;
- A brief description of how you will solicit a third-party independent evaluator and work with your evaluator in developing an evaluation plan before the strategy is implemented;
- A brief description of your past experience and/or management capacity to work with Technical Assistance and Evaluation coordinators;
- A brief description of how you will use data to manage grant activities, monitor grant activities against your timeline, and support continuous improvement; and
- For your most recent grant or grants (formula or competitive), demonstrate that you submitted reports (program and financial) on-time and describe the grant management practices you used to complete grant activities within the period of performance.

We will award points for this section based on the extent to which you address the following factors: a) you provide clear evidence of your ability to effectively manage the programmatic, fiscal, and administrative aspects of the proposed investment; b) you provide evidence that you will recruit or have on staff a qualified project manager and other key personnel; c) your organizational chart demonstrates an understanding of the skills and partnerships needed to achieve your project goals; d) you provide a brief plan for recruiting a third party independent evaluator and working effectively with that evaluator; e) you demonstrate how you will use data to manage grant activities, monitor grant activities against your timeline, and support continuous improvement; and f) you demonstrate that you submitted reports (program and financial) on-time and used sound grant management practices to complete grant activities within the period of performance. .

#### **4. Strategic Leadership (10 Points)**

Because the Fund is intended to catalyze system change and transformation at a variety of levels, ETA expects that strong, strategic leadership will be critical to achieve and, ultimately, sustain the changes and innovative approaches resulting from the Federal investment. Strategic leadership may take several forms and may also vary depending on the complexity of the proposed innovation project. Points for this section will be based on three factors:

**Factor 1: Strategic Relationships and Leadership Buy-In (5 points):** You must identify the organizations within and outside the public workforce system that are necessary to implement the proposed strategy and achieve the ultimate outcomes, as well as describe their roles and responsibilities within the proposed strategy. Critical partners may include a variety of entities, such as employers, trade associations, educational institutions and human services programs. If your project includes changes to education, employment, and/or training service delivery strategies, you must include robust partnerships with employers, trade associations, and/or other business representatives. We will award points for this factor based on the extent to which you address the following: a) you identify key leaders and partners that are necessary for the ultimate success of the project and describe the role they will play in project implementation as well as in integration into the broader system at the end of the grant; b) you describe the mechanisms you will use to effectively coordinate the work of the various partners throughout the implementation of the project; and c) you demonstrate – in the form of Memoranda of Understanding, substantive non-form letters, or other documents – that strategic relationships are already in place, that each partner understands its roles and responsibilities, and that leadership are aligned with and support your proposed activities. Projects that include changes to education, employment, and/or training service delivery strategies but do not demonstrate robust partnerships with employers, trade associations, and/or other business representatives can receive no more than two points for this factor.

**Factor 2: Strategic Communication (2 points):** You must describe your strategy for communicating the purposes, goals, and outcomes of the proposed project to key stakeholders over the period of the grant. These can be internal or external stakeholders, depending on the proposed activities. We will award points for this factor based on the extent to which you demonstrate that the communication strategy described is sufficient to help the project obtain buy-in from key constituents and position the project to be institutionalized into the regular workforce system at the end of the grant.

**Factor 3: Integration into Formula-Funded Activities (3 points):** You must provide a clear plan for ensuring that promising strategies continue after the grant ends. We will award points for this factor based on the extent to which you demonstrate you will identify successful project components that are worthy of sustaining, and identify funding and changes in organizational policies that will enable the integration of those components into regular workforce system funding streams.

**5. Performance Accountability Framework: Data Collection and Reporting (15 points)**

To fully realize the value of the Workforce Innovation Fund, it is vital that the products, lessons learned, and effective approaches that result from these grants can be broadly distributed to and replicated by the public workforce system and its strategic partners. To help capture grantee learning and achievement as it happens, we expect you to create a performance accountability framework that fully supports the innovation strategy.

In the previous sections, you described the problem statement, a plan to resolve the problem, and a logic model complete with goals, activities, and measurements (process impacts, outputs, and outcomes). In this section, you must provide a full and clear explanation of how you will operationalize a performance accountability framework.

Traditionally, we track the success of our workforce investment programs in terms of the common measures (e.g., job placement, retention, earnings, etc.). While many projects will continue to use these measures, we expect Workforce Innovation Fund projects to identify and capture new sets of data that align with the activities, outputs, and outcomes described in the logic model, thereby allowing grantees and ETA to document a new set of achievements. For example, different outcome measures may be appropriate for system change activities.

You must capture data that can demonstrate cost savings. A major goal of the Workforce Innovation Fund is to support service delivery strategies and structures that generate good outcomes at a lower cost. To determine whether this goal has been met, it is crucial that grantees can measure costs and efficiency. There are currently no Federal efficiency measures for WIA programs, and we are interested in using projects funded under this solicitation to learn about ways to measure costs and efficiency that do not incentivize cheap, ineffective services or selection of participants who are the least in need of help to find employment. You should describe how you will measure costs, including baseline costs before the project begins, and determine whether the project has resulted in increased efficiency. You may propose a variety of data sets, such as:

- Capturing service costs across multiple funding streams;
- Demonstrating reduced administrative costs as a result of better program coordination;
- Creating a cost per outcome measurement system that does not dis-incentivize serving those most in need; and/or
- Conducting cost-benefit analysis, perhaps as part of the third-party evaluation, that measures a variety of costs and benefits to the individual and society.

Quarterly performance and narrative reports, required of all grantees, will be the primary mechanism through which ETA will understand the significant innovations and successes, the

challenges encountered and strategies for resolution, and technical assistance needs to ensure the successful implementation of projects.

Scoring for this section will be based on the extent to which the applicant addresses the following factor:

**Factor 1: Data Collection and Reporting (15 points):** You must identify the *key* data elements *and* the ways in which data will be captured (e.g., tools and systems) that will allow you to fully demonstrate the innovation. Grantees may need to collect data that is not readily captured in the current WIA reporting system in order to accurately measure the process impacts, outputs, and outcomes of the projects. We will award points for this factor based on the extent to which you address the following: a) you provide a comprehensive data collection approach of sufficient quality to ensure that your project, if successful, can be documented as an evidence-based practice; b) you clearly distinguish between existing data that is already collected by the workforce system or its partners and any new data needed to ensure that all innovation achievements can be properly accounted for; c) you demonstrate that the data you collect will be detailed enough to show a progression of grant activities in the quarterly reports; d) you clearly articulate those pieces of data that will help inform leading indicators of success during the early phases of the grant as well as ultimate outcomes, which will come later in the grant period; e) you demonstrate that your Management Information System (MIS) can accommodate the data you will capture for this project in time to begin tracking your data as it becomes available; f) you demonstrate a feasible method of measuring costs and/or efficiency that is likely to result in convincing data that demonstrates whether the proposed project has increased the efficiency of workforce programs; and g) you demonstrate how you will use data to manage grant activities and monitor grant activities against your timeline.

**6. Bonus points for consortium applications (5 points).**

Applicants proposing a consortium project as applicant type ii or iv (as defined in Section III.A.1.) may earn up to 5 points by demonstrating the existence of a robust cross-state, cross-local area; or cross-Section 166 grantee partnership and providing evidence of a strong management plan for both technical implementation and evaluation. Consortia applicants must also fully discuss the roles of each member of the consortium, their strategic partnership, and each partner's impact on outputs/outcomes of the project. To receive the full points for this section, you must demonstrate that the proposed strategies will be tested in sites that offer diverse policy, governance, and economic contexts, as this diversity supports stronger evaluation.

**B. Review Criteria for Program Evaluation Component**

You must submit an evaluation budget narrative and program evaluation plan for an independent third-party evaluation of your proposed strategy. This evaluation will be paid for with grant funds. We will evaluate the materials described in this section separately from the Technical Proposal, as described below in section V.C.

**1. Content and Form of Evaluation Application Materials**

You must submit: (a) a Program Evaluation Plan; and (b) a Supplementary Evaluation Budget Narrative.

Applicants submitting proposals in hard copy must include these supplementary materials in their hard copy application as a separate document, as well as in an electronic format on a CD. The CD containing this information must be labeled and submitted as an additional CD, separate and apart from the CD required with the original proposal.

**a. Program Evaluation Plan**

The Program Evaluation Plan does not count against the 25-page limit for the Technical Proposal, but must not exceed 15 pages.

This section identifies and describes the four factors that will be used to evaluate the program evaluation plan. In reviewing your plan, we will rate your plan as either “strong”, “moderate”, or “weak” based on the extent to which the following factors are fully addressed:

**Factor 1** – Your proposed evaluation is of an appropriate level of rigor for your proposed project type (A, B, or C), as described in Section I.D..

**Factor 2** – You provide a detailed plan for rigorously evaluating the program, including a complete description of the study methodology and data collection methods. You provide information about control or comparison groups if applicable to the proposed evaluation. If you are proposing a random assignment methodology, you fully explain how the recruitment plan will yield a sufficient number of qualified applicants (both program and controls) to produce valid estimates, how random assignment will be performed, and what procedures will be in place to ensure the fidelity of random assignment (i.e., that all eligible individuals that apply are randomly assigned and that no one who is randomly assigned to the control group receives the services being studied). If you are proposing a comparison group methodology, you must fully explain the source of the comparison group; how the comparison group will be drawn from it, including showing that data on both the comparison group and the program participant group will be from compatible sources (e.g., based on the same questionnaire); and any selection bias issues. You also explain how you will ensure that the anticipated follow-up data will be successfully collected from participants and the control/comparison group.

**Factor 3** – You fully explain how funding the proposed program evaluation will provide knowledge that can be used to enhance the broader workforce system.

**Factor 4** – You clearly describe your process for procuring the services of a third-party evaluator, including the levels of capacity and expertise you will require of the selected organization(s) to conduct rigorous evaluations of your proposed strategy.

Evaluation plans will be rated as “strong,” if they fully address the factors above. Evaluation plans will be rated as “moderate,” if the information provided only partially addresses the factors above but has the potential to be improved by minimal technical assistance from DOL. Evaluation plans that do not meet the qualifications for “moderate” or “strong” ratings will be rated as “weak.”

**b. Project Evaluation Budget Narrative**



The Evaluation Budget Narrative must include a supplementary budget narrative, which is separate and apart from the budget narrative submitted in the main application. The budget narrative does not count as part of the 15 page program evaluation page limit. The supplementary budget narrative must provide a description of the costs associated with funding the proposed program evaluation component. All costs included in the supplementary budget narrative must be reasonable and appropriate to the project timeline and deliverables. Please note that that costs for this evaluation must be included together with the other grant activities on the main SF-424 and SF-424A forms.

#### **C. Review and Selection Process**

Applications for grants under this SGA will be accepted after the publication of this announcement and until the closing date. Applications submitted under this SGA will be reviewed according to a two-tier process. In the first tier, a technical review panel will carefully evaluate all responsive technical proposals against the selection criteria discussed in section V.A. of this Solicitation. These criteria are based on the policy goals, priorities, and emphases set forth in this SGA. Up to 100 points may be awarded to an application, depending on the quality of the response to the required information described above. Up to 5 bonus points may be awarded for consortium applicants, as discussed in section V.A.6.

Based on technical scores awarded in the first tier, the Grant Officer will identify finalists who will move on to the second tier of the selection process. During the second tier, a separate panel of evaluation experts will review the evaluation proposal using the factors laid out in section V.B.1.a.

The panel score for the technical proposal will serve as the primary basis for selection in conjunction with other factors such as project type (A, B, and C) representation, variety of strategies, the evaluation materials review, geographic balance, the availability of funds, and which proposals are most advantageous to the government.

The panel results are advisory in nature and not binding on the Grant Officer. The Grant Officer may consider any information that comes to his/her attention. The government may elect to award the grant(s) with or without discussions with the applicant. Should a grant be awarded without discussions, the award will be based on the applicant's signature on the SF-424, including electronic signature via E-Authentication on <http://www.grants.gov>, which constitutes a binding offer by the applicant.

### **VI. Award Administration Information**

#### **A. Award Notices**

All award notifications will be posted on the ETA Homepage (<http://www.doleta.gov>). Applicants selected for award will be contacted directly before the grant's execution. Non-selected applicants will be notified by mail or email and may request a written debriefing on the significant weaknesses of their proposal.

Selection of an organization as a grantee does not constitute approval of the grant application as submitted. Before the actual grant is awarded, we may enter into negotiations about such items as program components, staffing and funding levels, and administrative systems in place to

support grant implementation. If the negotiations do not result in a mutually acceptable submission, the Grant Officer reserves the right to terminate the negotiations and decline to fund the application. We reserve the right to not fund any application related to this SGA.

Grant awards will contain a condition allowing 45 days to finalize the grant agreement. Selection as a grantee does not mean that the proposed evaluation design has been accepted as-is. We will work with grantees modify the evaluation design, as needed, in collaboration with the national evaluation coordinator. If after 45 days DOL concludes that the evaluation design cannot be sufficiently improved to be "strong" based on the factors described in V.B.1.a., the Grant Officer reserves the right to terminate the grant award.

## B. Administrative and National Policy Requirements

### 1. Administrative Program Requirements

All grantees will be subject to all applicable Federal laws, regulations, and the applicable OMB Circulars. The grant(s) awarded under this SGA will be subject to the following administrative standards and provisions:

- i. Non-Profit Organizations – OMB Circular A-122 (Cost Principles), relocated to 2 CFR Part 230, and 29 CFR Part 95 (Administrative Requirements)
- ii. Educational Institutions – OMB Circular A-21 (Cost Principles), relocated to 2 CFR Part 220, and 29 CFR Part 95 (Administrative Requirements).
- iii. State, Local and Indian Tribal Governments – OMB Circular A-87 (Cost Principles), relocated to 2 CFR Part 225, and 29 CFR Part 97 (Administrative Requirements).
- iv. Profit Making Commercial Firms – Federal Acquisition Regulation (FAR) – 48 CFR part 31 (Cost Principles), and 29 CFR Part 95 (Administrative Requirements).
- v. Workforce Innovation Fund grants will be administered within the WIA system. Applicable provisions of law and regulations will be identified in the grant agreement.
- vi. All entities must comply with 29 CFR Part 93 (New Restrictions on Lobbying), 29 CFR Part 94 (Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)), 29 CFR 95.13 and Part 98 (Governmentwide Debarment and Suspension, and drug-free workplace requirements), and, where applicable, 29 CFR Part 96 (Audit Requirements for Grants, Contracts, and Other Agreements) and 29 CFR Part 99 (Audits of States, Local Governments and Non-Profit Organizations).
- vii. 29 CFR Part 2, subpart D—Equal Treatment in Department of Labor Programs for Religious Organizations, Protection of Religious Liberty of Department of Labor Social Service Providers and Beneficiaries.
- viii. 29 CFR Part 31—Nondiscrimination in Federally Assisted Programs of the Department of Labor—Effectuation of Title VI of the Civil Rights Act of 1964.
- ix. 29 CFR Part 32—Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance.
- x. 29 CFR Part 35— Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance from the Department of Labor.
- xi. 29 CFR Part 36—Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance.
- xii. 29 CFR Part 37 – Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998.
- xiii. 29 CFR Parts 29 and 30—Labor Standards for the Registration of Apprenticeship

Programs, and Equal Employment Opportunity in Apprenticeship and Training, as applicable.

## 2. Other Legal Requirements:

### i. Religious Activities

The Department notes that the Religious Freedom Restoration Act (RFRA), 42 U.S.C. Section 2000bb, applies to all Federal law and its implementation. If your organization is a faith-based organization that makes hiring decisions on the basis of religious belief, it may be entitled to receive Federal financial assistance under Title I of the Workforce Investment Act and maintain that hiring practice even though Section 188 of the Workforce Investment Act contains a general ban on religious discrimination in employment. If you are awarded a grant, you will be provided with information on how to request such an exemption.

### ii. Lobbying or Fundraising the U.S. Government with Federal Funds

In accordance with Section 18 of the Lobbying Disclosure Act of 1995 (Public Law 104-65) (2 U.S.C. 1611), non-profit entities incorporated under Internal Revenue Service Code Section 501(c) (4) that engage in lobbying activities are not eligible to receive Federal funds and grants. No activity, including awareness-raising and advocacy activities, may include fundraising for, or lobbying of, U.S. Federal, State or Local Governments (see OMB Circular A-122).

### iii. Transparency Act Requirements

Applicants must ensure that it has the necessary processes and systems in place to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Pub. Law 109-282, as amended by section 6202 of Pub. Law 110-252) (Transparency Act), as follows:

- All applicants, except for those excepted from the Transparency Act under subparagraphs 1, 2, and 3 below, must ensure that they have the necessary processes and systems in place to comply with the subaward and executive total compensation reporting requirements of the Transparency Act, should they receive funding.
- Upon award, applicants will receive detailed information on the reporting requirements of the Transparency Act, as described in 2 CFR Part 170, Appendix A, which can be found at the following website: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>

The following types of awards are not subject to the Federal Funding Accountability and Transparency Act:

- (1) Federal awards to individuals who apply for or receive Federal awards as natural persons (i.e., unrelated to any business or non-profit organization he or she may own or operate in his or her name);
- (2) Federal awards to entities that had a gross income, from all sources, of less than \$300,000 in the entities' previous tax year; and
- (3) Federal awards, if the required reporting would disclose classified information.

### iv. Safeguarding Data Including Personally Identifiable Information

Applicants submitting proposals in response to this SGA must recognize that confidentiality of sensitive data is of paramount importance to the Department of Labor and must be observed except where disclosure is allowed by the prior written approval of the Grant Officer or by court order. By submitting a proposal, you are assuring that all data exchanges conducted through or during the course of performance of this grant will be conducted in a manner consistent with applicable Federal law. All such activity conducted by ETA and/or Grantee/s will be performed in a manner consistent with applicable state and Federal laws.

By submitting a grant proposal, you agree to take all necessary steps to protect such confidentiality by complying with the following provisions that are applicable in governing their handling of confidential information:

1. Grantees shall not extract information from data supplied by DOL for any purpose not stated in the SGA.
2. Grantees shall retain data received from DOL only for the period of time required to utilize it for assessment and other purposes, or to satisfy applicable federal records retention requirements, if any. Thereafter, the Grantee agrees that all data will be destroyed, including the degaussing of magnetic tape files and permanent deletion of electronic data.
3. Grantees shall ensure that any information used during the performance of this Grant has been obtained and is being transmitted in conformity with applicable Federal and state laws governing the confidentiality of information. Information transmitted to DOL containing sensitive information including personally identifiable information (PII) must be encrypted using National Institute of Standards and Technology (NIST) Federal Information Processing Standards (FIPS) 140-2 validated products. The encrypted information must be encrypted in a form that would allow the receiver of the information to decrypt the information without installing additional software or tools.
4. Access to any information created by DOL shall be restricted to only those employees of the Grantee who need it in their official capacity to perform duties in connection with the Scope of Work outlined in this SGA.
5. Grantee employees and other personnel who will have access to sensitive/confidential/proprietary/private data shall be advised of the confidential nature of the information, the safeguards required to protect the information, and the civil and criminal sanctions for noncompliance with such safeguards that are contained in Federal and state laws.
6. Before being able to have access to confidential data, Grantee employees and other personnel shall execute a standard document acknowledging their understanding of the confidential nature of the data and the safeguards with which they must comply in their handling of such data as well as the fact that they may be liable to civil and criminal sanctions for improper disclosure.
7. Grantees further acknowledge that all data obtained through DOL shall be stored in an area that is physically safe from access by unauthorized persons at all times and the data will be processed using grantee issued equipment, managed information technology (IT) services, and designated locations approved by DOL. Accessing, processing, and storing of DOL data on personally owned equipment, at off-site locations e.g. employee's home, and non-Grantee managed IT services, e.g. Yahoo mail, is strictly prohibited unless approved by the Grant Officer.
8. All data shall be processed in a manner that will protect the confidentiality of the records/documents and is designed to prevent unauthorized persons from retrieving such records by computer, remote terminal or any other means. Data may be downloaded to, or maintained on, mobile or portable devices only if the data are encrypted using NIST FIPS 140-2 validated products. In addition, wage data may only be accessed from secure locations.

9. Data obtained by the Grantee through a request shall not be disclosed to third parties except as permitted by the Grant Officer.
10. Grantees shall permit ETA to make onsite inspections during regular business hours for the purpose of conducting audits and/or to conduct other investigations to assure that the Grantee is complying with the confidentiality requirements described above. In accordance with this responsibility, Grantees shall make records applicable to this Agreement available to authorized persons for the purpose of inspection, review, and/or audit.
11. Grantees shall take the steps necessary to ensure the privacy of all PII obtained from participants and/or other individuals and to protect such information from disclosure to unauthorized individuals. Grantees shall maintain such PII in accordance with the DOL/ETA standards for information security provided herein, including any updates to such standards provided to the Grantee by DOL/ETA. Grantees shall report immediately to the DOL ETA Information Security Officer (ISO) any suspected or confirmed breaches or compromise of PII obtained from participants and/or other individuals.

### 3. Other Administrative Standards and Provisions

Except as specifically provided in this SGA, ETA's acceptance of a proposal and an award of Federal funds to sponsor any programs(s) does not provide a waiver of any grant requirements and/or procedures. For example, the OMB Circulars require that an entity's procurement procedures must ensure that all procurement transactions are conducted, as much as practical, to provide open and free competition. If a proposal identifies a specific entity to provide services, the DOL's award does not provide the justification or basis to sole source the procurement, i.e., avoid competition, unless the activity is regarded as the primary work of an official partner to the application.

### 4. Special Program Requirements

Funded projects must include a plan for an independent third-party evaluation in their grant application, to be funded as part of the grant, as described in section V.B. We are procuring a national evaluator for this effort under a separate procurement. Grantees are also required to cooperate with a national evaluator that will coordinate across all grantee evaluations. Intake of new clients under the grant will not be allowed until the grantee's proposed evaluation design is certified as feasible by the national evaluator.

### C. Reporting

Grantees must agree to meet DOL reporting requirements. Quarterly financial reports, quarterly progress reports, annual performance report data, and MIS data must be submitted by the grantee electronically. The grantee is required to provide the reports and documents listed below:

#### 1. Quarterly Financial Reports

A Quarterly Financial Status Report (ETA 9130) is required until such time as all funds have been expended or the grant period has expired. Quarterly reports are due 45 days after the end of each calendar year quarter. Grantees must use DOL's Online Electronic Reporting System; information and instructions will be provided to grantees.

#### 2. Quarterly Progress and Annual Performance Reports

We will identify a few standardized data elements to be reported on by all grantees. We will provide a reporting template for grantees to report on all standardized data elements, other data

elements identified in the application, and any other data elements developed or refined during subsequent discussions with grantee evaluators, the national evaluation coordinator, and DOL.

The grantee must submit a quarterly progress and performance report – both narrative and performance report - within 45 days after the end of each calendar year quarter. The report must include quarterly information regarding grant activities. The last quarterly progress report that grantees submit will serve as the grant's Final Performance Report. This report should provide both quarterly and cumulative information on the grant activities. It must summarize project activities, employment outcomes and other deliverables, and related results of the project, and should thoroughly document the training or labor market information approaches used by the grantee. DOL will provide grantees with formal guidance about the data and other information that is required to be collected and reported on either a regular basis or special request basis. Grantees must agree to meet DOL reporting requirements.

### 3. Record Retention

Applicants must be prepared to follow Federal guidelines on record retention, which require grantees to maintain all records pertaining to grant activities for a period of not less than three years from the time of final grant close-out.

## VII. Agency Contacts

For further information about this SGA, please contact Ariam Ferro, Grants Management Specialist, Office of Grants Management, at (202) 693-3968. Applicants should e-mail all technical questions to [Ferro.Ariam@dol.gov](mailto:Ferro.Ariam@dol.gov) and must specifically reference SGA/DFA PY 11-05, and along with question(s), include a contact name, fax and phone number. This announcement is being made available on the ETA website at <http://www.doleta.gov/grants> and at <http://www.grants.gov>.

## VIII. Additional Resources of Interest to Applicants

### A. Web-Based Resources

ETA maintains a number of web-based resources that may be of assistance to applicants. Technical assistance to support application development under the Fund is available at [http://www.doleta.gov/workforce\\_innovation](http://www.doleta.gov/workforce_innovation). That site also includes an annotated bibliography of sources that are cited or referenced within the SGA, informed the development of the SGA, and/or include other pertinent information that may be of interest to grant applicants. Additional resources include the CareerOneStop portal (<http://www.careeronestop.org>), which provides national and state career information on occupations, the Occupational Information Network (O\*NET) Online (<http://online.onetcenter.org>), which provides occupational competency profiles, and America's Service Locator (<http://www.servicelocator.org>), which provides a directory of our nation's One-Stop Career Centers.

### B. Workforce3One Resources

ETA has created an online community focused on system innovation at <https://innovation.workforce3one.org>. We encourage you to visit the community, which hosts a vibrant dialogue on innovation needs and approaches, and contains resources on logic models and theories of change. The site also hosts information on innovation gathered through conference calls and webinars with Federal agency partners and workforce system stakeholders.

2. ETA encourages applicants to view the online tutorial, "Grant Applications 101: A Plain English Guide to ETA Competitive Grants," available through Workforce3One at: [http://www.workforce3one.org/page/grants\\_toolkit](http://www.workforce3one.org/page/grants_toolkit).

#### **IX. Other Information**

OMB Information Collection No. 1225-0086

OMB Information Collection No 1225-0086, Expires November 30, 2012.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. Public reporting burden for this collection of information is estimated to average 20 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments about the burden estimated or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, to the attention of the Departmental Clearance Officer, 200 Constitution Avenue NW, Room N1301, Washington, DC 20210. Comments may also be emailed to [DOL\\_PRA\\_PUBLIC@dol.gov](mailto:DOL_PRA_PUBLIC@dol.gov). PLEASE DO NOT RETURN THE COMPLETED APPLICATION TO THIS ADDRESS. SEND IT TO THE SPONSORING AGENCY AS SPECIFIED IN THIS SOLICITATION.

This information is being collected for the purpose of awarding a grant. The information collected through this "Solicitation for Grant Applications" will be used by the Department of Labor to ensure that grants are awarded to the applicant best suited to perform the functions of the grant. Submission of this information is required in order for the applicant to be considered for award of this grant.

Signed December 22, 2011, in Washington, D.C. by:

Donna Kelly  
Grant Officer, Employment and Training Administration

Attachment A: Abstract Template

**Abstract**  
**Workforce Innovation Fund Application**

**Applicant Name:**

**Applicant Category:** *individual state, individual WIB, consortium of states, or consortium of WIBs*

**Lead Applicant City/State:**

**Areas Served:**

**Project Name:**

**Funding Level Requested:** \_\_\_\_\_ **technical costs**  
\_\_\_\_\_ **evaluation costs**

**Project Type:** *(A, B, or C)*

**Description of Proposed Project:**

**Description of Proposed Evaluation Strategy:**

**Public Contact Information:** *(email or website)*



## **Attachment B - Waiver Authority for Select Federal Programs**

### **Workforce Investment Act, Title I and Wagner-Peyser Act**

Section 189(i)(4) of WIA and the Department's regulations at 20 CFR 661.400-661.420 authorize the Secretary to waive certain statutory and regulatory provisions of WIA, title I and of the Wagner-Peyser Act. This general statutory and regulatory waiver authority provides increased flexibility to states and local areas, and it provides an opportunity for states and local areas to organize services in ways that best meet the needs of the state, regional, and local economies and overcome legal or regulatory barriers that may impede innovation. Waivers provide flexibility in exchange for improved programmatic outcomes and must be consistent with WIA's key reform principles.

Please note that section 189(i)(4)(A) of the WIA prohibits waivers for certain WIA, Title I and Wagner-Peyser Act provisions including requirements relating to wage and labor standards, allocation of funds to local areas, eligibility of participants and providers, the establishment and functions of local areas and local workforce investment boards, procedures for review and approval of plans, the provision of Wagner-Peyser services to unemployment insurance claimants and veterans, or universal access to basic labor exchange services without cost to job seekers. Detailed information about the waiver authority under WIA title I and the Wagner-Peyser Act is available at <http://www.doleta.gov/waivers/>.

**Waiver Request Elements and Process:** Eligible Workforce Innovation Fund applicants have two options for incorporating WIA title I or Wagner-Peyser waivers into their submissions. Applicants may submit either an informal description of the desired flexibility in an addendum to their application (with the understanding that they would be required to submit a full waiver request upon award) or a full formal request. Please note that states are the only statutorily eligible entity to submit formal waiver requests. Other eligible applicants that want to submit full requests must work with their state to apply for a waiver on their behalf.

**Option I:** Applicants that wish to submit an informal request with their proposal must identify the statutory or regulatory requirements that are requested to be waived and the goals that the applicant intends to achieve as a result of the waiver.

**Option II:** Applicants submitting a formal waiver request with their submission must include the information described in Option I as well as the following:

1. Describe the actions that the State or local area, as appropriate, has undertaken to remove State or local statutory or regulatory barriers.
2. Describe the goals of the waiver and how the applicant's project would be improved if the request is granted.
3. Describe the individuals impacted by the waiver.
4. Describe the process used to monitor the progress in implementing such a waiver, and the process by which notice and an opportunity to comment on such request has been provided to the local board.

Entities eligible to apply for WIA Section 166 grants may request waivers to any statutory or regulatory requirement of WIA Title I except for those relating to wage and labor standards, worker rights, participation and protection of workers and participants, grievance procedures and judicial review, and nondiscrimination. For further information related to this waiver authority, consult <http://www.doleta.gov/waivers/submissions.cfm#nativeam>.

### **Workforce Investment Act, Title II, Adult Education and Literacy**

The Adult Education and Family Literacy Act does not allow the Secretary of Education authority to grant waivers to states, except in waivers related to Maintenance of Effort (MOE). Section 241 of WIA allows the Secretary to waive the requirements of the MOE for one fiscal year, if the Secretary determines that a waiver would be equitable due to exceptional or uncontrollable circumstances, such as a natural disaster or an unforeseen and precipitous decline in the financial resources of the State or outlying area of the eligible agency. The eligible agency must submit a written request to the Department of Education that includes an explanation for the request.

While waivers are unallowable in other instances, the Department does encourage states to utilize existing flexibilities already in place within Title II to provide more effective services to Adult Education participants that are aimed at eliminating fragmentation and promoting program alignment within the public workforce system, supporting integration of education and training, and encouraging co-enrollment with Title I and other WIA partner programs, where possible and appropriate. Last year, the Department of Education issued a program memorandum on how funding under AEFLA, in combination with other funding sources, may be used to support Integrated Education and Training (IET) programs to design career pathways models. IET combines occupational skills training with adult education services to increase the educational and career advancement of participants. For more guidance on IET models, please visit: <http://www2.ed.gov/about/offices/list/ovae/pi/AdultEd/aepla-funds-for-iet.pdf>.

AEFLA state leadership activities funds also provide greater flexibility to states in promoting linkages to adult education and literacy activities. Examples of permissive state leadership funding activities under Section 223 include, but are not limited to:

- Professional development to improve instructional quality;
- Monitoring and evaluation of the quality and improvement of adult education and literacy services;
- Incentives for program coordination and integration;
- Coordination with existing support services, such as transportation, child care, and other assistance designed to increase rates of enrollment in, and successful completion of, adult education and literacy activities, to adults enrolled in such activities;
- Integration of literacy instruction and occupational skill training, and promoting linkages with employers;
- Linkages with postsecondary educational institutions; and
- Other activities of statewide significance that promote the purpose of this title.

## **Workforce Investment Act, Title IV, Rehabilitation Act**

The Rehabilitation Services Administration and the VR program have a strong commitment to promoting cross-program collaboration to leverage scarce resources and build capacity to achieve better employment outcomes for individuals with significant disabilities. State VR agencies are doing this successfully across the country through co-enrollment in workforce programs, schools and veterans programs; by jointly participating with education for new approaches like Project SEARCH; and through partnerships with a wide range of disability organizations and community partners and employers, without the need for waivers.

In addition to the considerable ability to work with community partners, the VR program has broad flexibility with regard to the types of services that can be provided to eligible individuals with disabilities. VR services are individualized to meet the needs of the individual with regard to choice of vocational objective, choice of services, and choice of service provider. Essentially, for an individual participant in the VR program, the state VR agency can provide almost any service that is found necessary to reach the employment outcome that has been agreed upon in the Individual Plan for Employment. This flexibility may be modified by allowable state policies regarding individual financial participation and the existence of comparable benefits from other programs or sources, but in general, at the individual participant level the VR program has great flexibility.

The Rehabilitation Act of 1998 (Rehab Act), as amended, does not allow the Secretary of Education or the Commissioner of the Rehabilitation Services Administration to grant waivers to states, except for waivers related to Maintenance of Effort (MOE), and waivers of the requirements for statewideness of services. There are no other waiver options authorized in the Rehab Act.

**MOE Waiver:** Section 111 of the Rehabilitation Act (the Act; also Title IV of WIA) and 34 CFR 361.62 allows the Secretary to waive the requirements of the MOE for one fiscal year, if the Secretary determines that a waiver would be equitable due to exceptional or uncontrollable circumstances, such as a natural disaster or an unforeseen and precipitous decline in the financial resources of the state or outlying area served by the eligible agency.

**Waiver of Statewideness:** In general, Section 101(a)(4) of the Act and 34 CFR 361.25 make it clear that the overall intent of the Act is that the vocational rehabilitation services described in the state plan be provided in all political subdivisions of the state, unless a request has been made and approval given for a waiver of statewideness.

Section 101(a)(4) of the Act and 34 CFR 361.26 contain the conditions for approval of a waiver of statewideness. With a waiver of statewideness, the state VR agency may provide services in one or more political subdivisions of the state that increase or expand the services available statewide under the state plan. This does not mean that the State VR agency can cease provision of services required under the state plan and conduct different services. The waiver of statewideness only allows for the provision of additional services in some subdivisions of the state.

**How to Apply for a Waiver of Statewideneess:** 34 CFR 361.26(a)(3) states that the State includes in its State plan, and the Secretary of Education approves, a request for a waiver of statewideneess requirement. The request for the waiver of statewideneess must:

1. Identify the types of services to be provided;
2. Contain a written assurance from a local public agency that it will make available to the State unit the non-Federal share of funds;
3. Contain a written assurance that State unit approval will be obtained for each proposed service before it is put into effect; and
4. Contain a written assurance that all other State plan requirements, including a State's order of selection requirements, will apply to all services provided under the waiver. (34 CFR 361.26(b))

The waiver of statewideneess requests are usually made as part of the state plan submission. A State VR agency waiver of statewideneess request could be made as part of a unified plan submission, as part of the VR agency submission of the annual State plan attachments, or as part of a state plan modification. State VR agencies may modify the State plan at any time, and therefore may submit a State plan modification for the purposes of requesting approval of a waiver of statewideneess at any time.

**2 CFR Part 225, Appendix B.8(h) Support of salaries and wages (OMB Circular A-87) and 2 CFR Part 230, Appendix B.8(m) Support of salaries and wages (OMB Circular A-122)**

Both 2 CFR Part 225 and 2 CFR Part 230, Appendix B.8, *Compensation for personal services*, provide that substitute systems for allocating salaries and wages to Federal awards may be used in place of activity reports, as long as they are approved by the Federal cognizant agency. In addition, the Office of Management and Budget (OMB) has authority to relax or waive requirements in 2 CFR 225 and 230 for Federal agencies administering programs, including those that mandate time-and-effort reporting. Both 2 CFR 225 and 2 CFR 230 require verification that individuals whose salaries are supported by a Federal program are spending the appropriate amount of time carrying out the allowable activities of that program. For example, case managers at One-Stop Career Centers may have to report the amount of time they spend each day serving clients under multiple funding streams.

Though time-and-effort reporting is intended to ensure the proper allocation of Federal funds, the process may be overly burdensome. This type of reporting also does not provide information on the services given or, more importantly, the impact of those services on program participants.

Therefore, OMB will consider allowing ETA to waive the cost principles requirements for Innovation Fund grant awardees, including those for Personnel Activity Reports for Innovation Fund grantees that come forward with alternative proposals that ensure the appropriate use of Federal funds. For example, grantees could provide semi-annual or annual certifications of time distribution that are reasonably supported by data, such as case counts. Grantees could also propose other methods of ensuring that Federal dollars are appropriately used to meet overarching program goals for example, by measuring outputs or outcomes such as employment placements associated with Federal investments.

Applicants interested in receiving a waiver of the cost principles requirements should indicate their interest in an addendum to their application, provide information on the specific provisions they want to be waived, describe what benefit will confer to the grant, and provide information on the proposed alternative methods they would use to ensure the appropriate use of Federal funds. ETA will work with successful applicants to obtain the formal specific waiver after grant award.

**DEPARTMENT OF LABOR  
Employment & Training Administration  
Solicitation for Grant Applications (SGA)  
[SGA/DFA PY 11-05]  
Amendment One**

**Workforce Innovation Fund**

**AGENCY:** Employment and Training Administration (ETA), Labor

**ACTION:** Notice: Amendment to SGA/DFA PY 11-05

**SUMMARY:** The Employment and Training Administration announced on December 22, 2011, the availability of funds and Solicitation for Grant Applications (SGA) for the Workforce Innovation Fund to be awarded through a competitive process. This amendment to the SGA announces an Administrative Flexibility webinar, offers clarification to two sets of Frequently Asked Questions posted on the Workforce Innovation Fund website, inserts additional text after Section III.A.1.vi of the SGA, and replaces text in Section V.A.6 of the SGA. The document is hereby amended.

**A pre-recorded webinar addressing Administrative Flexibility is available on-line at [http://www.doleta.gov/workforce\\_innovation/](http://www.doleta.gov/workforce_innovation/). While a review of this webinar is encouraged, it is not mandatory.**

**Two sets of Frequently Asked Questions (FAQs) have been posted to the Employment and Training Administration's Workforce Innovation Fund website at [http://www.doleta.gov/workforce\\_innovation/](http://www.doleta.gov/workforce_innovation/). One set can be found in the top left-hand column and a shorter version can be found at the bottom of the page.**

- Both sets of FAQs have been updated as of January 27, 2012. Prospective applicants should review both documents to ensure compliance with the solicitation requirements. Please check the Workforce Innovation Fund website frequently for future updates.

**Section III.A.1, the following text should be inserted after III.A.1.vi:**

State Workforce Agencies may enter into partnerships with Local Workforce Investment Boards; however, these will not be considered consortia. In this case, the State Workforce Agency should not designate itself as a "consortium applicant" and it will not receive the consortium bonus points. The applicant will also not be required to include a consortium agreement as discussed in Sections III.A.2 and IV.B.Part III(f).

**Section V.A.6, the following text should be replaced with the new text:**

Old Text – Applicants proposing a consortium project as applicant type ii or iv (as defined in Section III.A.1.) may earn up to 5 points by demonstrating the existence of a robust cross-state,

## **PART II**

# **BUDGET INFORMATION**

# BUDGET INFORMATION - Non-Construction Programs

OMB Approval No. 0348-0044

SECTION A: BUDGET SUMMARY						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		Total (g)
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	
1. Workforce Innovation	17.283	\$	\$	\$	\$	0.00
2.						0.00
3.						0.00
4.						0.00
5. Totals		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00
SECTION B: BUDGET CATEGORIES						
GRANT PROGRAM, FUNCTION OR ACTIVITY						
		(1)	(2)	(3)	Total (5)	
6. Object Class Categories						
a. Personnel		\$ 415,886.00	\$	\$	\$	415,886.00
b. Fringe Benefits		145,560.10				145,560.10
c. Travel		13,860.00				13,860.00
d. Equipment						0.00
e. Supplies		61,000.00				61,000.00
f. Contractual		1,802,840.90				1,802,840.90
g. Construction						0.00
h. Other						0.00
i. Total Direct Charges (sum of 6a-6h)		2,439,147.00	0.00	0.00	0.00	2,439,147.00
j. Indirect Charges		193,103.00				193,103.00
k. TOTALS (sum of 6i and 6j)		\$ 2,632,250.00	\$ 0.00	\$ 0.00	\$ 0.00	2,632,250.00
7. Program Income		\$	\$	\$	\$	0.00

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SECTION C - NONFEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8.	\$	\$	\$	\$	0.00
9.					0.00
10.					0.00
11.					0.00
12. TOTAL (sum of lines 8-11)	\$	0.00 \$	0.00 \$	0.00 \$	0.00
SECTION D - FORECASTED CASH NEEDS					
Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	
13. Federal	\$ 1,058,094.08	\$ 264,523.52	\$ 264,523.52	\$ 264,523.52	\$ 264,523.52
14. Non-Federal	0.00				
15. TOTAL (sum of lines 13 and 14)	\$ 1,058,094.08	\$ 264,523.52	\$ 264,523.52	\$ 264,523.52	\$ 264,523.52
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.	\$ 935,381.17	\$ 638,774.75	\$	\$	
17.					
18.					
19.					
20. TOTAL (sum of lines 16-19)	\$ 935,381.17	\$ 638,774.75	\$ 0.00	\$ 0.00	
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges:					
\$2,439,147	22. Indirect Charges:				
	\$193,103				
23. Remarks:					

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## Budget Narrative

### 1. Personnel

**Project Director**— Paul Downs: directs overall project, co-facilitates Steering committee and one subregional collaborative. Calculation: (\$104,000 annual salary x 100% in year 1 and 75% in years 2 and 3, x 1.01 annual cost of living increase = \$104,000 in Year 1, \$78,780 in Year 2, and \$79,568 in Year 3 for a total of \$262,348.

**Subregional Coordinator**— Assists with facilitation of work groups, provides support in data collection and analysis for non-WIA performance measures, content area research, work group coordination. Calculation: \$63,000 annual salary x 60% FTE x 1.01 annual cost of living increase = \$37,800 in Year 1, \$38,178 in Year 2, and \$38,560 in Year 3 for a total of \$114,538

**Subregional Accountant** – Assists with facilitating project budget administration, and grant funding allocations. Calculation: \$71,708 annual salary x 18% FTE = 13,000 in Years 1, 2 and 3 for a total of \$39,000

**2. Fringe/Benefits**— \$54,180 in Year 1, \$45,485 in Year 2, and \$45,895 in Year 3 for a total of \$145,560

### 3. Travel

**Travel to Washington D.C.**— Required grantee meetings. Calculation: \$600 airfare + \$70 per diem x 3 days = \$200 hotel x 2 nights x 2 staff = \$2,420 per year for a total of \$7,260

**Mileage**— Project lead and project support mileage in SM and SC Counties for ALLIES Steering Committee, working group, and planning meetings. Calculation: \$0.55/mile x 2000 miles per year x 2 staff = \$2,200 per year for a total of \$6,600

**4. Equipment**— None

## 5. Supplies— Description

Instructional materials/supplies— E.g. classroom supplies, software licenses, mobile apps costs, community literacy supplies. Each sub-region will be allocated \$5,000, to be spent at the discretion of the steering committee and accounted for in detail. Calculation: \$5,000 per subregion x 3 = \$0 in Year 1, \$15,000 in Year 2, and \$15,000 in Year 3 for a total of \$30,000

SV ALLIES Steering Committee (SVASC) materials and supplies— The SV ALLIES overall steering committee will need materials and supplies, especially in year 1, for major convenings of partners and stakeholders; printed materials that support learning about collective impact and the process of building collaboratives; and meeting supplies such as flip charts, index cards, name tags, markers, etc. \$6,000 in Year 1 covers initial costs of developing materials, inviting large stakeholder group, monthly stakeholder meetings. Costs decrease in Years 2 and 3 as the SVASC meets less frequently and develops internal resources to support collaboration. = \$4,000 in Year 1 \$2,000 in Year 2, and \$1,000 in Year 3 for a total of \$7,000.

Subregional collaborative materials/supplies— meeting logistics and supplies: includes support materials and learning materials for the partners who are sitting in on collaborative meetings in preparation for launching their own subregional Collective Impact collaboratives in Phase II. Calculation: \$4,000 per sub-region in Year 1 x \$2,000 per sub-region in Year 2 x \$2,000 per sub-region in Year 3 = \$12,000 in Year 1 \$6,000 in Year 2, and \$6,000 in Year 3 for a total of \$24,000.

## 6. Consultants/Contracts

Evaluation consultants— An independent evaluator will facilitate the completion of the developmental evaluation; required state and federal evaluation reports, assisting with data collection and analysis as well as reporting. In very close coordination with FSG - the

evaluator is objective but also part of the team to provide continuous feedback to the collaborative. Costs include evaluation design, project management, hourly rates for site visits, focus groups, data collection and analysis, reporting, and technical assistance. Based on estimated average hourly rate of \$110/hour. \$88,000 in Year 1, \$66,000 in Year 2, and \$66,000 in Year 3 for a total of \$220,000. See Evaluation Budget and budget narrative for further detail.

FSG Social Impact Advisors are gaining international attention for their development of innovative tools and approaches to creating and measuring collective impact, as well as their work facilitating extraordinarily successful collaboratives. We are contracting with FSG for this expertise in systems change management, including rigorous planning and accountability frameworks, development of shared metrics and systems for data collection and analysis, and the “critical intangibles” of collective impact. Our budget for FSG is heaviest in Year 1, where we are doing the heavy lifting of building functioning, productive, and accountable multi-sector collaboratives in three sub-regions.

Systems redesign: Senior Consultant— Process and technical facilitation on Collective Impact process, including preliminary planning, developing common agenda and measures of success; implementation planning, capacity building for sustaining a collective impact approach to systems change - supporting Steering Committee to develop 3 subregional collaboratives. Calculation: \$150/hr x 600 hours in Year 1 and 100 hours in Year 2 = \$90,000 in Year 1, \$15,000 in Year 2, and \$0 in Year 3 for a total of \$105,000.

Common measures, data, assisting evaluators with evaluation plan— An FSG consultant and data expert will assist the collaborative in developing common measures of success, defining data to be collected, developing a system for collecting and reporting, and

researching benchmarks in data management and adaptive learning. Calculation: \$130/hr x 600 hours in Year 1 = \$78,000 in Year 1, \$0 in Year 2, and \$0 in Year 3 for a total of \$78,000.

Systems redesign and data systems – Associate Level— Consultants at the Associate level facilitate two sub-regional collaboratives and multiple work groups (Project Director facilitates the third sub-regional collaborative); provide best practice research and reporting; gather baseline data, work with the evaluator to refine and adapt evaluation plan as necessary; assist with making the case to multiple sectors that SV ALLIES is a model for far-reaching positive change; develop briefs, provide technical assistance to backbone organization; provides "train the trainer" support to Project Director and Project Coordinator to enable them to move collaboratives forward in CI approach in Year 3 and beyond. Calculation: \$130/hr x 800 hours in Year 1 and 800 hours in Year 2 = \$104,000 in Year 1 \$104,000 in Year 2, and \$0 in Year 3 for a total of \$208,000.

Support— support staff, provides coordination, scheduling, document production, communications support. Calculation: \$70/hr x 600 hours in Year 1 and 300 hours in Year 2 = \$42,000 in Year 1 \$21,000 in Year 2, and \$0 in Year 3 for a total of \$63,000.

Strategy Development and Implementation— Paying front-line practitioners at partners' agencies and/ or experts in specific disciplines related to ESL/CTE strategy development (e.g. technology, contextualized curriculum development) to be contracted on an as-needed basis by working groups with approval of Steering Committee. Will develop equitable process - balances certainty for each subregion for strategy development plus equity plus impact.

Calculation: \$80/hr x 400 hours in Year 1 and 1400 hours in Year 2 and 1000 hours in Year 3  
= \$32,000 in Year 1 \$112,000 in Year 2, and \$80,000 in Year 3 for a total of \$224,000.

Communications consultant— Works with partners and staff to develop communications tools and approaches in support of policy change, sustainability, etc. Calculation: \$80/hr x 0 hours in Year 1 and 200 hours in Year 2 and 100 hours in Year 3 = \$0 in Year 1 \$16,000 in Year 2, and \$8,000 in Year 3 for a total of \$24,000.

Workforce Investment Board Contracts Each of the three WIBs in our consortium will contract with its fiscal agency to provide staffing support to SV ALLIES. The contract will partially cover the costs of participating in collaborative, primarily data collection, steering committee, and working group tasks: \$115,762.50 in Year 1, \$95,286.45 in Year 2, and \$81,079 in year 3 While each WIB (San Mateo County, NOVA, and work2future) has its own staffing costs and structures, the estimated cost breakdown for each WIB is as follows:

Senior Manager — Attends SV ALLIES steering committee meetings, works with consultants, works with WIB members to make the case for SV ALLIES growth and sustainability; seeks resources to fund SV ALLIES, coordinates with program supervisors, line staff and business services to align WIA Title I services with aims of project.

Calculation: 120 hours in Year 1; 90 hours in Year 2; 90 hours in Year 3 x \$55/hr = \$6,600 in Year 1, \$4,950 in Year 2, and \$4,950 in Year 3. Total for three Senior Managers (1 per WIB) = \$19,800 Year One, \$14,850 in Years Two and Three for a total of \$49,500.

Program Supervisor (2) — Sub regional collaborative meetings, working group meetings, working with line staff and business services to align WIA title I services with aims of project. Calculation: 190 hours in Year 1, 170 hours in Year 2, 120 hours in Year 3 x \$40/hr = \$7,600 in Year 1, \$6,800 in Year 2, and \$4,800 in Year 3. Total for three Program Supervisors (1 per WIB) = \$22,800 Year One, \$20,400 in Year Two and \$14,400 in Year Three for a total of \$57,600.

Special Projects — Provides research, reporting, coordination, assisting with convenings, assisting evaluator in setting up focus groups and interviews, etc. Calculation: 80 hours in Year 1, 60 hours in Year 2, 60 hours in Year 3 x \$30/hr = \$2,400 in Year 1, \$1,800 in Year 2, and \$1,800 in Year 3. Total for three Special Projects (1 per WIB) = \$7,200 Year One, and \$5,400 in Year Two and Three for a total of \$18,000.

Business Services Manager — Working with employer clients to help create innovative projects such as workplace-based instruction. Calculation: 80 hours in Year 1; 40 hours in Year 2; 40 hours in Year 3 x \$40/hr = \$3,200 in Year 1; \$1,600 in Year 2, and \$1,600 in Year 3. Total for three Business Services Manager (1 per WIB) = \$9,600 Year One, and \$4,800 in Year Two and Three for a total of \$19,200.

Career Advisor — Working with management and supervisors on piloting program/services. Calculation: 80 hours in Year 1; 40 hours in Year 2; 40 hours in Year 3 x \$35/hr = \$2,800 in Year 1 \$1,400 in Year 2, and \$1,400 in Year 3. Total for three Career Advisors (1 per WIB) = \$8,400 Year One, and \$4,200 in Year Two and Three for a total of \$16,800.

Data/MIS Analyst — Data pull, reporting. Calculation: 80 hours in Year 1 x 80 hours in Year 2 x 60 hours in Year 3 x \$30/hr = \$2,400 in Year 1 \$2,400 in Year 2, and \$1,800 in Year 3. Total for three Data Analysts (1 per WIB) = \$7,200 Year One and Two, and \$5,400 in Year Three for a total of \$19,800

Benefits @ 35 % — \$8,750 in Year 1 \$6,633 in Year 2, and \$5,723 in Year 3. Total for three Benefits (1 per WIB) = \$26,250 Year One, \$19,899 in Year Two and 17,169 in Year Three for a total of \$63,318.

Convenings of sub-regional collaboratives — Materials, space, staffing for convenings of sub-regional collaboratives and sub-regional Steering Committee meetings. Calculation: = \$3,000 in Year 1, \$3,000 in Year 2, and \$2,000 in Year 3. Total for three Sub-regional Collaborative Convenings (per WIB) = \$9,000 Year One and Two and \$6,000 in Year Three for a total of \$24,000.

Communications — \$1,667 in Years 2 and 3. Total for three Communications (per WIB) = \$5,000 Year Two and Three for a total of \$10,000

Indirect— @ 5% - \$1,837.50 in Year 1, \$1,512.48 in Year 2, and \$1,286 in Year 3. Total for three Indirect Costs (per WIB) = \$5,512.50 Year One, \$4,537.45 in Year Two and \$3,860.95 in Year Three for a total of \$13,910.90



Community colleges (3)— Covers partial costs of participating in collaborative for each of 3 community colleges, including data collection, steering committee, working group tasks and curriculum development and refinement. 64,490 in Year 1, \$71,439 in Year 2, and \$40,926 in year 3. The estimated cost per community college is as follows:

Meetings @ Special Rate \$52 – Faculty time for attending internal and external meetings.

Calculation: 76 hours in Year 1 x 54 hours in Year 2 x 50 hours in Year 3 x \$52/hr = \$3,987 in Year 1, \$2,800 in Year 2, and \$2,600 in Year 3. Total for three Community College Meeting costs = \$11,961 in Year One, \$8,400 in Year Two and \$7,800 in Year Three for a total of \$28,160.

Class @ Lecture Rate \$80 — Faculty time for pilot classes with innovative strategies, such as contextualization, mobile technologies, workexperience, and/or volunteer conversation tutors. Calculation: 96 hours in Year 1 x 96 hours in Year 2 x 50 hours in Year 3 x \$80/hr = \$7,680 in Year 1, \$7,680 in Year 2, and \$4,000 in Year 3. Total cost for three Community College Class Lecture Rates = \$23,040 in Year One and Year Two and \$12,000 in Year Three for a total of \$58,080.

Office Hours @ Special Rate \$52 — Faculty time for office hours to work with ESL students Calculation: 32 hours in Year 1 x 32 hours in Year 2 x 10 hours in Year 3 x \$52/hr = \$1,664 in Year 1, \$1,664 in Year 2, and \$520 in Year 3. Total cost for Office Hours for three Community Colleges = \$4,992 in Year One and Year Two and \$1,560 in Year Three for a total of \$11,544.

Curriculum development Special Rate \$52 — Faculty time for curriculum development arising from the working groups' strategies. Calculation: 40 hours in Year 1 x 80 hours in Year 2 x 30 hours in Year 3 x \$52/hr = \$2,080 in Year 1, \$4,160 in Year 2, and \$1,560 in Year 3. Total cost for Curriculum Development for three Community Colleges = \$6,240 in Year One, \$12,480 in Year Two and \$4,680 in Year Three for a total of \$23,400.

Data analyst — College data analyst to pull data and provide reports to assist with formative and summative evaluation. Calculation: 40 hours in Year 1 x 60 hours in Year 2 x 50 hours in Year 3 x \$48/hr = \$1,920 in Year 1, \$2,880 in Year 2, and \$2,400 in Year 3. Total cost for Data Analyst for three Community Colleges = \$5,760 in Year One, \$8,640 in Year Two and \$7,200 in Year Three for a total of \$21,600.

Benefits @ 14 % — \$2,523 in Year 1, \$2,803 in Year 2, and \$1,551 in Year 3. Total cost for Benefits for three Community Colleges = \$7,569 in Year One, \$8,409 in Year Two and \$4,653 in Year Three for a total of \$20,631.

5% for Office Costs — \$1,027 in Year 1, \$1,141 in Year 2, and \$632 in Year 3. Total cost for Office Costs for three Community Colleges = \$3,081 in Year One, \$3,423 in Year Two, and \$1,896 in Year Three for a total of \$8,400.

3% for District Office — \$616 in Year 1, \$685 in Year 2, and \$379 in Year 3. Total District Office costs for three Community Colleges = \$1,848 in Year One, \$2,055 in Year Two, and \$1,137 in Year Three for a total of \$5,040

**Adult Schools (4)**— Covers partial costs of participating in collaborative for four adult schools, primarily data collection, steering committee, and working group tasks. \$74,468 in Year 1, \$101,412 in Year 2, and \$61,608 in year 3. The estimated cost per adult school is as follows:

**Meetings @ Special Rate \$40** — Faculty time for attending internal and external meetings.

Calculation: 115 hours in Year 1 x 100 hours in Year 2 x 88 hours in Year 3 x \$40/hr = \$4,600 in Year 1, \$4,000 in Year 2, and \$3,520 in Year 3. Meeting costs for four Adult Schools = \$18,400 in Year One, \$16,000 in Year Two, and \$14,080 in Year Three for a total of \$48,480.

**Pilot Class @ Instructional Rate \$80** — Faculty time for pilot classes with innovative strategies, such as contextualization, mobile technologies, workexperience, and/or volunteer conversation tutors. Calculation: 62.5 hours in Year 1 x 115 hours in Year 2 x 62.5 hours in Year 3 x \$80/hr = \$5,000 in Year 1, \$9,200 in Year 2, and \$5,000 in Year 3. Pilot Class Instruction Rates for four Adult Schools = \$20,000 in Year One, \$36,800 in Year Two, and \$20,000 in Year Three for a total of \$76,800

**Data analyst** — District data analyst to pull reports and assist evaluators in gathering needed data on student demographics, outputs and outcomes. Calculation: 40 hours in Year 1 x 60 hours in Year 2 x 50 hours in Year 3 x \$48/hr = \$1,920 in Year 1, \$3,000 in Year 2, and \$2,400 in Year 3. Data analyst costs for four Adult Schools = \$7,680 in Year One, \$12,000 in Year Two, and \$9,600 in Year Three for a total of \$29,280

Curriculum development Special Rate \$50 — Faculty time for curriculum development of pilot classes. Calculation: 80 hours in Year 1 x 100 hours in Year 2 x 40 hours in Year 3 x \$50/hr = \$4,000 in Year 1, \$5,000 in Year 2, and \$2,000 in Year 3. Curriculum Development costs for four Adult Schools = \$16,000 in Year One, \$20,000 in Year Two, and \$8,000 in Year Three for a total of \$44,000.

Benefits @ 14 % — \$2,201 in Year 1 \$2,951 in Year 2, and \$1,764 in Year 3. Benefit costs for four Adult Schools = \$8,804 in Year One, \$11,804 in Year Two, and \$7,056 in Year Three for a total of \$27,664

5% indirect — \$896 in Year 1, \$1,202 in Year 2, and \$718 in Year 3. Indirect costs for four Adult Schools = \$3,584 in Year One, \$4,808 in Year Two, and \$2,872 in Year Three for a total of \$11,264

Community Based Organizations (3)— Covers partial costs of participating in collaboratives for three CBOs/other partners, one in each region. \$61,605 in Year 1, \$61,728 in Year 2, and \$51,036 in year 3. The estimated cost per CBO is as follows:

Senior Manager — Steering committee meetings, work with consultants, gaining additional support. Calculation: 100 hours in Year 1 x 85 hours in Year 2 x 70 hours in Year 3 x \$50/hr = \$5,000 in Year 1, \$4,250 in Year 2, and \$3,500 in Year 3. Senior Manager costs for three CBOs = \$15,000 in Year One, \$12,750 in Year Two, and \$10,500 in Year Three for a total of \$38,250

Program Manager — Sub regional collaborative meetings, working group meetings, working with line staff and to align services with aims of project. Calculation: 100 hours in Year 1 x 90 hours in Year 2 x 60 hours in Year 3 x \$37/hr = \$3,700 in Year 1, \$3,330 in Year 2, and \$2,220 in Year 3. Program Manager costs for three CBOs = \$11,100 in Year One, \$9,990 in Year Two, and \$6,660 in Year Three for a total of \$27,750

Program Supervisor (2) — Working with management on piloting program/services. Calculation: 160 hours in Year 1 x 80 hours in Year 2 x 80 hours in Year 3 x \$30/hr = \$4,800 in Year 1, \$2,400 in Year 2, and \$2,400 in Year 3. Program Supervisor costs for three CBOs = \$14,400 in Year One, \$7,200 in Year Two and in Year Three for a total of \$28,800.

Data/MIS Analyst — Data pull, reporting. Calculation: 80 hours in Year 1 x 90 hours in Year 2 x 60 hours in Year 3 x \$30/hr = \$2,400 in Year 1, \$2,700 in Year 2, and \$1,800 in Year 3. Data Analyst costs for three CBOs = \$7,200 in Year One, \$8,100 in Year Two, and \$5,400 in Year Three for a total of \$20,700.

Benefits @ 23 % — \$3,657 in Year 1, \$2,916 in Year 2, and \$2,282 in Year 3. Benefit costs for three CBOs = \$10,971 in Year One, \$8,748 in Year Two, and \$6,846 in Year Three for a total of \$26,565.

Communications — Outreach to constituents, clients, funders. Calculation: printed and online materials development = \$0 in Year 1, \$4,000 in Year 2, and \$4,000 in Year 3.

Communication costs for three CBOs = \$0 in Year One, \$12,000 in Year Two and Year Three for a total of \$24,000

Indirect - 5% of Direct — \$978 in Year 1, \$980 in Year 2, and \$810 in Year 3. Indirect costs for three CBOs = \$2,934 in Year One and in Year Two, and \$2,430 in Year Three for a total of \$8,304

**7. Construction— None**

**8. Other— None**

**9. Total Direct Costs**

\$1,058,094 in Year 1 \$935,381 in Year 2, and \$638,775 in Year 3.

**10. Indirect Costs**

San Mateo county negotiated rate with DOL =  $8.00\% \times \text{Direct Costs}$  = \$78,169 in Year 1 \$68,452 in Year 2, and \$46,482 in Year 3.

**11. Training Stipends— None**

**12. Total Costs**

\$1,058,094 in Year 1 \$935,381 in Year 2, and \$638,775 in Year 3.

**Leveraged Resources**

While matching funds are not required for this grant, the SV ALLIES Innovation Initiative is founded on the principle of *leveraging partner resources for better overall outcomes*.

ESL/CTE instruction: As noted in the narrative, we are leveraging tens of millions of dollars just through the provision of the adult ESL instruction and CTE provided by the Adult

Schools and community colleges. ALLIES data indicates that the combined total revenue for Adult Education ESL in our two-county region is over \$13 million per year. For community college ESL, the total is \$18,727,500 per year, and for the estimated portion of CTE at the community college that would be impacted by ALLIES activities (33%), the total is \$26,562,805, for a total leverage of \$58,300,527 per year.

**Existing work in the field:** Some partners are already contributing resources through their work with ALLIEs and/or their own agency's focus on immigrant CTE. These include ESL courses contextualized to career sectors such as health care (Skyline College); best-practice ESL curricula; work with their partners around curriculum and assessment alignment (Sequoia Adult Ed and Canada College, Gavilan College and Gilroy Adult Ed); expertise as a Hispanic Serving Institution (Gavilan and Canada Colleges); working on improving transitions from Adult School to community college (Campbell Adult School with West Valley, San Jose City, and Gavilan Colleges; Sequoia with Canada; and Jefferson Adult School with Skyline); applying technology to measuring student outcomes in Adult Ed (Project READ- Menlo Park) and identifying and pursuing career pathways for LEP adults (many partners).

**Promised contributions:** Other partners are offering to contribute resources such as noncredit course offerings in contextualized ESL for allied health, parenting, and geriatric home aide (Foothill College); mobile phone-based financial literacy and planning software and tools (Juntos Finanzas); internships and job opportunities (San Mateo Hispanic Chamber of Commerce, Palo Alto Community Child Care), on-site ESL and work skills training (SEIU 1877, Cortec Precision Sheet Metal, South San Francisco Community Learning Center, Sacred Heart Community Service); supportive services for participants (Palo Alto Community Child Care; Redwood City Community Center, Nuestra Casa, Sacred Heart); job readiness, skills

training, placement, and follow-up services (all three WIBs, Goodwill Industries); mentoring and training (Stanford School of Medicine); curriculum development assistance (Sutter Health Peninsula/Coastal), rich baseline data on English language learners, technology integration, and college enrollment counseling (South SF Community Learning Center); and literacy services (Vision Literacy, READ of Menlo Park and San Mateo)

**Additional partner contributions:** WIBs, community college, adult schools, CBOs, economic development organizations, businesses, and labor unions will all be providing staff time and resources in excess of any amounts budgeted in the grant to develop, implement, and sustain collaborative activities and innovative strategies.

It is our belief that for a relatively small one-time investment in the Silicon Valley ALLIES Innovation Initiative, the WIF could create true innovation and lasting systems change in ways that increase individuals' and families' prosperity and enhance the competitiveness of this vital region. In addition, the SV ALLIES initiative would provide a learning opportunity around an issue that is confronting California and the nation – the issue of ensuring effective education and training and economic opportunity for our increasingly diverse workforce.



## Evaluation Budget Narrative

An independent evaluator, selected by the SVASC through a Request for Proposal process, will facilitate the completion of the developmental evaluation; required state and federal evaluation reports, assisting with data collection and analysis as well as reporting. In very close coordination with FSG - the evaluator is objective but also part of the team to provide continuous feedback to the collaborative. Costs include evaluation design, project management, hourly rates for site visits, focus groups, data collection and analysis, reporting, and technical assistance

### **Personnel**

**Senior Evaluator**— Provides high-level coordination with project staff, SV ALLIES Steering Committee (SVASC), and FSG in the refinement of the evaluation plan, development of common measures, data collection methods, and reporting plans, particularly in Phase I of the evaluation process. Introduces SV ALLIES stakeholders to the evaluation and provides clear expectations for partners at all levels of participation regarding how they will contribute to the evaluation. Provides ongoing technical assistance to the evaluation associate, supervises, edits reports. Calculation: 110 hours in Year 1, 80 hours in Years 2 and 3 x \$140/hr = \$15,400 in Year 1, \$11,200 in Years 2 and 3.

**Evaluation Associate**— Provides day-to-day management of the evaluation process, interfacing regularly with the Project Director and staff, and with sub-regional collaboratives and working groups as needed. Develops instruments for review by SVASC, FSG, project staff. Develops and implements data collection and reporting plan, drafts interim and final reports, attends SVASC meetings, provides regular phone calls to update project staff and

SVASC on findings. Calculation: 360 hours in Year 1, 285 hours in Years 2 and 3 x \$125/hr = \$45,000 in Year 1, \$35,625 in Years 2 and 3.

**Evaluation Coordinator**— Project management support; communications, agendas, timelines, data analysis and graphics. Calculation: 155 hours in Year 1, 110 hours in Years 2 and 3 x \$100/hr = \$15,500 in Year 1, \$11,000 in Years 2 and 3.

**Data Entry**— Enters survey data, edits electronic interview transcriptions, provides data support as needed. Calculation: 90 hours in Year 1, 70 hours in Years 2 and 3 x \$50/hr = \$4,500 in Year 1, \$3,500 in Years 2 and 3.

**GIS Mapping**— Landscape mapping support, Geographic Information Systems reporting on ESL students, location of support services; transit options, as needed. Calculation: 30 hours in Year 1, 20 hours in Years 2 and 3 x \$75/hr = \$2,250 in Year 1, \$1,500 in Years 2 and 3.

#### **Fringe/Benefits**

None –all staff billed at hourly rate.

#### **Travel**

**Mileage**— Lead evaluator, associate, and coordinator mileage in San Mateo and Santa Clara Counties for SVASC meetings, working group, and planning meetings. Estimated at 200 miles per month in Year 1 and 125 miles per month in Years 2 and 3.. Calculation: \$0.55/mile x 2400 miles/year x 3 staff = \$3,960 per Year 1, \$0.55/mile x 1,500 miles/year x 3 staff = \$2,475 in Years 2 and 3.

**Supplies**

Meeting and facilitation supplies— Flip charts, markers, index cards, duplication of materials and tools. Calculation: \$990 in Year 1, \$400 in Years 2 and 3

Color duplication for reports— \$400 in Year 1, \$300 in Years 2 and 3

**Total Costs— \$88,000 in Year 1 \$66,000 in Year 2, and \$66,000 in Year 3.**

**Evaluation Budget**

Expense	Year 1	Year 2	Year 3	Total
<b>Personnel</b>				
Senior Evaluator	\$16,500	\$16,500	\$16,500	\$49,500
Evaluation Associate	\$50,000	\$50,000	\$50,000	\$150,000
Evaluation Coordinator	\$17,000	\$17,000	\$17,000	\$51,000
Data Entry	\$5,000	\$5,000	\$5,000	\$15,000
GIS Mapping	\$2,250	\$2,250	\$2,250	\$6,750
Subtotal Personnel	\$90,750	\$90,750	\$90,750	\$272,250
<b>Travel</b>				
Mileage	\$3,960	\$3,960	\$3,960	\$11,880
Subtotal Travel	\$3,960	\$3,960	\$3,960	\$11,880
<b>Supplies</b>				
Meeting and facilitation supplies	\$600	\$600	\$600	\$1,800
Color duplication for reports	\$400	\$800	\$800	\$2,000
Subtotal Supplies	\$1,000	\$1,400	\$1,400	\$3,800
<b>9. Total Direct Costs</b>	<b>\$95,710</b>	<b>\$96,110</b>	<b>\$96,110</b>	<b>\$287,930</b>

## **PART III**

# **ASSURANCES/CERTIFICATIONS**

## **ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0400), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- (1) Has the legal authority to apply for Federal Assistance, and the Institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (2) Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (3) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (4) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (5) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- (6) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (7) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- (8) Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (9) Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction subagreements.
- (10) Will comply, if applicable, with Flood Insurance Purchase Requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (11) Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
- (12) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the National Wild and Scenic Rivers System.
- (13) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a.1 et seq.).

(14) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

(15) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L.) 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

(16) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead based paint

in construction or rehabilitation of residence structures.

(17) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organization."

(18) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

<b>*SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</b> (Use of grant funds certifies acceptance of these assurances)	<b>*TITLE</b> _____
<b>*APPLICANT ORGANIZATION</b> _____	<b>*DATE SUBMITTED</b> (Use of grant funds certifies acceptance of these assurances)

## **Lobbying Certification (29 CFR Part 93)**

### **Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities**

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 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 followup 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 commitments.
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., "RFP-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.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.



# DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB  
0348-0046

<b>1. * Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. * Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: <input type="text" value="San Mateo County"/> * Street 1: <input type="text" value="260 Harbor Blvd, Bldg A"/> Street 2: <input type="text"/> * City: <input type="text" value="Belmont"/> State: <input type="text"/> Zip: <input type="text"/> Congressional District, if known: <input type="text"/>		
<b>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</b> <div style="height: 100px;"></div>		
<b>6. * Federal Department/Agency:</b> <input type="text" value="U.S. Department of Labor"/>	<b>7. * Federal Program Name/Description:</b> <input type="text" value="Workforce Innovation Fund"/> CFDA Number, if applicable: <input type="text" value="17.283"/>	
<b>8. Federal Action Number, if known:</b> <input type="text"/>	<b>9. Award Amount, if known:</b> \$ <input type="text"/>	
<b>10. a. Name and Address of Lobbying Registrant:</b> Prefix: <input type="text"/> * First Name: <input type="text" value="Not Applicable"/> Middle Name: <input type="text"/> * Last Name: <input type="text" value="Not Applicable"/> Suffix: <input type="text"/> * Street 1: <input type="text"/> Street 2: <input type="text"/> * City: <input type="text"/> State: <input type="text"/> Zip: <input type="text"/>		
<b>b. Individual Performing Services (including address if different from No. 10a)</b> Prefix: <input type="text"/> * First Name: <input type="text" value="Not Applicable"/> Middle Name: <input type="text"/> * Last Name: <input type="text" value="Not Applicable"/> Suffix: <input type="text"/> * Street 1: <input type="text"/> Street 2: <input type="text"/> * City: <input type="text"/> State: <input type="text"/> Zip: <input type="text"/>		
<b>11.</b> 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 the 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: <input type="text" value="Bryan Rogers"/> * Name: Prefix: <input type="text"/> * First Name: <input type="text" value="Bryan"/> Middle Name: <input type="text"/> * Last Name: <input type="text" value="Rogers"/> Suffix: <input type="text"/> Title: <input type="text"/> Telephone No.: <input type="text"/> Date: <input type="text" value="03/22/2012"/>		
<b>Federal Use Only</b>		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

## **PART IV**

### **SPECIAL CLAUSES AND CONDITIONS**

**(Should there be any inconsistency between these Clauses/Conditions and the Awardee's proposal, these Clauses/Conditions shall govern.)**

# PART IV - SPECIAL CLAUSES

## Clause #1: BUDGET LINE ITEM FLEXIBILITY

Flexibility is allowed within the grant budget (*except wages, salaries and fringe benefits, and indirect cost rates*), provided no *single line item* is increased or decreased by more than **20%**. Changes in excess of 20% and any changes in wages, salaries and fringe benefits, and indirect cost rates **MUST** receive prior written approval from the Grant Officer.

Any changes in mix or match within the wages and salaries line **do not** require a grant modification. However, your assigned DOL Federal Project Officer (FPO) must review these changes prior to implementing these changes. Failure to obtain such prior written approval may result in cost disallowance.

## Clause #2: ADDITIONAL PROVISIONS

In performing its responsibilities under this grant agreement, the awardee hereby certifies and assures that it will fully comply with the following Provisions of the Workforce Investment Act (WIA) codified in the following Codes of Federal Regulation:

- 20 CFR 667.200, Administrative Rules, Costs and Limitations
- 20 CFR 667.260, Prohibition on Real Property
- 20 CFR 667.300, Reporting Requirements
- 20 CFR 667.410, Oversight Roles and Responsibilities
- 20 CFR 667.500 & 667.510, Resolution
- 20 CFR 667.700, Procedure to Impose Sanctions
- 29 CFR Part 37, Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998 (WIA)

## Clause #3: INDIRECT COST RATE AND COST ALLOCATION PLAN

This clause is applicable to all awardees receiving funds from multiple sources. Organizations receiving funds from only one source do not need an approved indirect cost rate (ICR) or cost allocation plan (CAP).

Mark the appropriate clause for your organization and fill in the blanks, as appropriate:

- \_\_\_\_ A. A current approved CAP or ICR agreement dated \_\_\_\_\_ has been provided and approved by \_\_\_\_\_ (Federal Cognizant agency -*Copy Attached*).

Regarding only the ICR agreement,

- a) Indirect Rate approved \_\_\_\_\_%
- b) Type of Indirect Cost Rate (Provisional/Predetermined/Fixed) See attached ICR agreement
- c) Allocation Base See attached ICR agreement
- d) Current period applicable to rate See attached ICR agreement

X B. No CAP or ICR agreement has been approved by a Federal Agency.

**Note:**

Regarding "B", a pro rata share of the indirect costs specified on the 424A, Section B, Object Class Category "j", has been approved for the first **90 days** of the grant period. This is based on the fact that your organization has not established an ICR agreement or approved CAP.

Within this 90-day period, you must submit an acceptable indirect cost proposal or CAP to your Federal cognizant agency<sup>1</sup> to obtain a provisional indirect rate or a CAP approval.

***Failure on your part to submit an indirect cost proposal within this 90-day period means that you shall not receive further reimbursement for your indirect costs.***

If DOL is your Federal cognizant agency, proposals shall be sent to the appropriate office in the DOL's Division of Cost Determination (see detailed list attached).

**Ceiling Indirect Amounts (applicable to A or B above):**

An Indirect Cost ceiling in the amount of \$ 193,103, as specified on the 424A, Section B, Object Class Category "j", has been applied under this agreement based on the grantee's budget or written documentation received.

The total amount of DOL's financial obligation under this award **will not be** increased to reimburse awardee organizations for higher negotiated indirect cost rates than those rates or amounts identified in this clause.

**Note:**

A ceiling amount does not exclude your organization from the responsibility of submitting an indirect cost rate for approval.

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<sup>1</sup> Providing preponderance of Federal funds to the organization

**Division of Cost Determination**  
**List of Addresses and Telephone Numbers**  
(As of March 2010)

**National Office Address and Contact Information:**

200 Constitution Avenue, N.W., S-1510  
Washington, D.C. 20210  
(P) 202-693-4100  
(F) 202-693-4099

**Chief:** Victor M. Lopez  
**E-mail address:** [lopez.victor@dol.gov](mailto:lopez.victor@dol.gov)  
(P) 202-693-4106

	Cost Negotiators	E-mail Address	Location/ Region	Address	Phone/FAX
1	Damon Tomchick	<a href="mailto:tomchick.damon@dol.gov">tomchick.damon@dol.gov</a>	D.C.	Same as National Office	(P) 202-693-4105 (F) 202-693-4099
2	Casey Carros	<a href="mailto:carros.casimer@dol.gov">carros.casimer@dol.gov</a>	D.C.	Same as National Office	(P) 202-693-4107 (F) 202-693-4099
3	Margie Merced	<a href="mailto:merced.margie@dol.gov">merced.margie@dol.gov</a>	D.C.	Same as National Office	(P) 202-693-4104 (F) 202-693-4099
4	Stephen Cosminski	<a href="mailto:cosminski.stephen@dol.gov">cosminski.stephen@dol.gov</a>	Philadelphia	125 Oak Drive Sellersville, PA 18960	(P) 215-257-8712 (F) 215-257-8994
5	Ronald Goolsby	<a href="mailto:goolsby.ronald@dol.gov">goolsby.ronald@dol.gov</a>	Chicago	230 South Dearborn St. Room 1016 Chicago, IL 60604-1505	(P) 312-886-5247 (F) 312-353-0704
6	Carol McKone	<a href="mailto:mckone.carol@dol.gov">mckone.carol@dol.gov</a>	Dallas	P.O. Box 821067 Ft. Worth, TX 76182	(P) 817-281-1503 (F) 817-281-1530
7	Arthur Campbell	<a href="mailto:campbell.arthur@dol.gov">campbell.arthur@dol.gov</a>	Seattle	P.O. Box 3433 Renton, WA 98056	(P) 425-271-3848 (F) 425-271-5295

\* Cost Negotiators are generally responsible for organizations located in their regions, as follows:

**Washington D.C. [National Office]:** *Washington D.C. metro area and Atlanta Region (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee).*

**Philadelphia Region:** *Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New Hampshire, New York, Pennsylvania, Puerto Rico, Rhode Island, Vermont, Virginia, Virgin Islands, and West Virginia.*

**Chicago Region:** *Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin.*

**Dallas Region:** *Arkansas, Colorado, Kentucky, Louisiana, Nevada, New Mexico, Oklahoma, Texas, and Wyoming.*

**Seattle Region:** *Alaska, California, Hawaii, Idaho, Montana, Oregon, Utah, and Washington.*

## THIS GRANT IS SUBJECT TO:

### 2 CFR Part 170

#### Appendix A to Part 170--Award Term

##### I. Reporting Subawards and Executive Compensation.

###### a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

###### 2. Where and when to report.

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, 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.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

##### b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if--

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received--

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <http://www.ccr.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

##### c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if--

i. in the subrecipient's preceding fiscal year, the subrecipient received--

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

##### d. Exemptions

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

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

##### e. Definitions. For purposes of this award term:

1. 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;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

##### 3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 201.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

##### 4. Subrecipient means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. 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.

## THIS GRANT IS SUBJECT TO:

### 2 CFR Subtitle A, Chapter I and Part 25

#### Appendix A to Part 25—Award Term

##### I. Central Contractor Registration and Universal Identifier Requirements

###### A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

###### B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

##### C. Definitions

For purposes of this award term:

1. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
  - a. A Governmental organization, which is a State, local government, or Indian Tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization; and
  - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward:
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. —.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
  - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. Subrecipient means an entity that:
  - a. Receives a subaward from you under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the subaward.

## THIS GRANT IS SUBJECT TO:

### Safeguarding Data Including Personally Identifiable Information

Proposals received in response to this SGA must recognize that confidentiality of sensitive data is of paramount importance to the Department of Labor and must be observed except where disclosure is allowed by the prior written approval of the Grant Officer or by court order. By submitting a proposal, Grantees are assuring that all data exchanges conducted through or during the course of performance of this grant will be conducted in a manner consistent with applicable Federal law. All such activity conducted by ETA and/or Grantee/s will be performed in a manner consistent with applicable state and Federal laws.

By submitting your application, your organization agrees to take all necessary steps to protect such confidentiality by complying with the following provisions that are applicable in governing their handling of confidential information:

1. Grantees shall not extract information from data supplied by DOL/ETA for any purpose not stated in the SGA.
2. Grantees shall retain data received from DOL/ETA only for the period of time required to utilize it for assessment and other purposes, or to satisfy applicable Federal records retention requirements, if any. Thereafter, the Grantee agrees that all data will be destroyed, including the degaussing of magnetic tape files and permanent deletion of electronic data.
3. Grantees shall ensure that any information used during the performance of this Grant has been obtained and is being transmitted in conformity with applicable Federal and state laws governing the confidentiality of information. Information transmitted to DOL/ETA containing sensitive information, including personally identifiable information (PII), must be encrypted using National Institute of Standards and Technology (NIST) Federal Information Processing Standards (FIPS) 140-2 validated products. The encrypted information must be encrypted in a form that would allow the receiver of the information to decrypt the information without installing additional software or tools.
4. Access to any information created by DOL/ETA shall be restricted to only those employees of the Grant recipient who need it in their official capacity to perform duties in connection with the Scope of Work outlined in this SGA.
5. Grantee employees and other personnel who will have access to sensitive/confidential/proprietary/private data shall be advised of the confidential nature of the information, the safeguards required to protect the information, and the civil and criminal sanctions for noncompliance with such safeguards that are contained in Federal and state laws.
6. Prior to being able to have access to confidential data, Grantee employees and other personnel shall execute a standard document acknowledging their understanding of the confidential nature of the data and the safeguards with which they must comply in their handling of such data as well as the fact that they may be liable to civil and criminal sanctions for improper disclosure.
7. Grantees further acknowledge that all data obtained through DOL/ETA shall be stored in an area that is physically safe from access by unauthorized persons at all times and the data will be processed using grantee-issued equipment, managed information technology (IT) services, and designated locations approved by DOL/ETA. Accessing, processing, and storing of DOL/ETA data on personally owned equipment, at off-site locations (e.g., employee's home), and non-Grantee-managed IT services (e.g., Yahoo mail), is strictly prohibited unless approved by DOL/ETA.
8. All data shall be processed in a manner that will protect the confidentiality of the records/documents and is designed to prevent unauthorized persons from retrieving such records by computer, remote terminal, or any other means. Data may be downloaded to, or maintained on, mobile or portable devices only if the data are encrypted using NIST FIPS 140-2 validated products. In addition, wage data may only be accessed from secure locations.
9. Data obtained by the Grantee through a request shall not be disclosed to third parties except as permitted by the Grant Officer.
10. Grantees shall permit ETA to make onsite inspections during regular business hours for the purpose of conducting audits and/or to conduct other investigations to assure that the Grantee is complying with the confidentiality requirements described above. In accordance with this responsibility, Grantees shall make records applicable to this Agreement available to authorized persons for the purpose of inspection, review, and/or audit.
11. Grantees shall take the steps necessary to ensure the privacy of all PII obtained from participants and/or other individuals and to protect such information from disclosure to unauthorized individuals. Grantees shall maintain such PII in accordance with the DOL/ETA standards for information security provided herein, including any updates to such standards provided to the Grantee by DOL/ETA. Grantees shall report immediately to the DOL/ETA Information Security Officer (ISO) any suspected or confirmed breaches or compromise of PII obtained from participants and/or other individuals.



## PART IV - SPECIAL CONDITIONS

1. **Federal Project Officer:** The DOL/ETA Federal Project Officer (FPO) for this grant/agreement is:

**Name:** Diane Walton  
**Address:** 90 7th Street, Suite 17-300  
San Francisco, CA 94103  
**Telephone:** 415-625-7924  
**E-mail:** walton.diane@dol.gov

The FPO is not authorized to change any of the terms or conditions of the grant/agreement. Such changes, if any, will be accomplished by the Grant Officer by the use of a properly executed grant/agreement modification.

2. **Equipment:** Awardees must receive *prior approval* from the DOL/ETA *Grant Officer* for the purchase and/or lease of any equipment with a *per unit acquisition cost of \$5,000 or more, and a useful life of more than one year*. This includes the purchases of ADP equipment. The grant award does not give approval for equipment even if it is specified in a grantee's statement of work unless specifically approved in the grant award execution letter by the Grant Officer. If not, the awardee must submit a detailed description list to the FPO for review within 30 days of the grant/agreement award date. Failure to do so will necessitate the need for approval of equipment purchase on an individual basis.
3. **Program Income:** The awardee is authorized to utilize the addition method if any *Program Income* is generated throughout the duration of this grant/ agreement. The awardee is allowed to deduct costs incidental to generating Program Income to arrive at a net Program Income [29 CFR Part 95.24(c) or 29 CFR Part 97.25(c)(g)(2)].
4. **Pre-Award:** The awardee hereby agrees that all costs incurred by the awardee prior to the start date specified in the grant agreement issued by the Department are *incurred at the awardee's own expense*.
5. **Reports:** All ETA grantees are required to submit quarterly financial and narrative progress reports for each grant award.
  - A. **Quarterly Financial Reports.** Pursuant to Training and Employment Notice (TEN) 12-07, all ETA grantees are required to report quarterly financial data on the ETA 9130, no later than 45 days after the end of each reporting quarter. Reporting quarter end dates are June 30, September 30, December 31, and March 31.
    1. The previously used Standard Form 269 is no longer accepted by ETA. The ETA on-line reporting system has been modified to accommodate the ETA 9130 required data elements, which includes a new Federal cash section. Expenditures are required to be reported on an accrual basis, cumulative from the beginning of the life of a grant, through the end of each reporting period.

2. The instructions for accessing both the on-line financial reporting system and the HHS Payment Management System can be found in the transmittal memo accompanying this grant award document. Copies of the ETA 9130 and detailed reporting instructions are available at [www.doleta.gov/grants/financial\\_reporting.cfm](http://www.doleta.gov/grants/financial_reporting.cfm).

**B. Quarterly Narrative Progress Reports.** Grantees are required to submit a brief narrative quarterly and final report to the designated Federal Project Officer (FPO) on grant activities funded under this agreement. All reports are due no later than 45 days after the end of each reporting quarter. Reporting quarter end dates are June 30, September 30, December 31, and March 31.

1. The last quarterly progress report that grantees submit will serve as the grant's Final Performance Report. This report should provide both **quarterly and cumulative** information on the grant's activities. It must summarize project activities, employment outcomes and other deliverables, and related results of the project.
  2. The awardee 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.
  3. The awardee shall utilize standard reporting processes and electronic reporting systems to submit their quarterly progress reports as provided by ETA.
6. **Consults:** **Consultant** fees paid under this grant/agreement shall be limited to \$585 per day without additional DOL Grant Officer approval.
  7. **Rebates:** The awardee agrees to advise the Grant Officer, in writing, of any **forthcoming** income resulting from lease/rental rebates or other rebates, interest, credits or any other monies or financial benefits to be received directly or indirectly as a result of or generated by these award dollars. Appropriate action must be taken to ensure that the Government is reimbursed proportionally from such income.
  8. **Publicity:** No funds provided under this grant shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself. Nor shall grant funds be used to pay the salary or expenses of any grant or agreement awardee or agent acting for such awardee, related to any activity designed to influence legislation or appropriations pending before the Congress.
  9. **Public Announcements:** When issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing project or programs funded in whole or in part with Federal money, **all awardees** receiving Federal funds, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the project or program.

- 10. Executive Order 12928:** In compliance with Executive Order 12928, the Grantee 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.
- 11. Procurement:** Except as specifically provided, DOL/ETA acceptance of a proposal and an award of federal funds to sponsor any program(s) does not provide a waiver of any grant requirements and/or procedures. For example, the OMB circulars require an entity's procurement procedures must conduct, as practical, all procurement transactions to provide open and free competition. If a proposal identifies a specific entity to provide the services, the DOL/ETA's award does not provide the justification or basis to sole-source the procurement, i.e., avoid competition.
- 12. Veteran's Priority Provisions:** The Jobs for Veterans Act (Public Law 107-288) requires grantees to provide priority of 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 DOL. The regulations implementing this priority of service can be found at 20 CFR part 1010. In circumstances where a grant 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 grant 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. Grantees must comply with DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (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. TEGL No. 10-09 is available at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=2816](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816).
- 13. Audits:** The awardee agrees to comply with the required financial and compliance audits in accordance with the Single Audit Act of 1984.
- 14. Salary and Bonus Limitations:** Under Public Law 109-234 and Public Law 111-8, Section 111, none of the funds appropriated in Public Law 111-5 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006, 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. These limitations also apply to grants funded under this SGA. The salary and bonus limitation does not apply to vendors providing goods and services as defined in OMB Circular A-133. See Training and Employment Guidance Letter No. 5-06 for further clarification, available at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=2262](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262).
- 15. Intellectual Property Rights:** The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted

material, although they may be used to pay costs for obtaining a copy which are limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities.

If applicable, the following needs to be on all products developed in whole or in part with grant funds:

"This workforce solution was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor 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 solution is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for non-commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner."

- 16. Evaluation, Data, and Implementation:** The grantee agrees to cooperate with the U.S. Department of Labor (USDOL) in the conduct of a third-party evaluation, including providing to USDOL or its authorized contractor appropriate data and access to program operating personnel and participants in a timely manner.
- 17. ACORN Prohibition:** Section 511 of the Consolidated Appropriations Act, 2010 (P.L. 111-117, Division E) (CAA), requires that no direct or indirect funding from the CAA may be provided to the Association of Community Organizations for Reform Now (ACORN) or any of its subsidiaries through Federal grantees or contractors. DOL is required to take steps so that no Federal funds from the CAA are awarded or obligated by DOL grantees or contractors to ACORN or its subsidiaries as subgrantees, subcontractors, or other subrecipients. This prohibition applies not only to a direct recipient of Federal funds, but also to a subrecipient (e.g., a subcontractor, subgrantee, or contractor of a grantee).

Training and Employment Guidance Letter (TEGL) No. 8-09, Change 1 provides detailed guidance concerning this prohibition. The TEGL can be found on ETA's website at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=2960](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2960). If you have any additional questions, please contact your Grant Officer.

- 18. Age Discrimination Act of 1975:** The Age Discrimination Act of 1975, 42 U.S.C. 6101 *et seq.*, prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
- 19. 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 identified flood-prone communities in the United States, 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 HHS support. Lists of flood-prone areas that are eligible for flood insurance are published in the *Federal Register* by FEMA.

20. **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 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.
21. **Drug-Free Workplace:** The Drug-Free Workplace Act of 1988, 42 U.S.C. 701 *et seq.*, requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The 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 debarment.
22. **Limited English Proficiency:** Recipients of Federal financial assistance must take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and that there is effective communication between the service provider and individuals with limited English proficiency. Recipients should determine their responsibilities to individuals with limited English proficiency under Title VI of the Civil Rights Act of 1964.
23. **Seat Belts:** Pursuant to EO 13043 (April 16, 1997), Increasing the Use of Seat Belts in the United States, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned.
24. **Executive Order 13513:** Sec. 4. Text Messaging While Driving by Government Contractors, Subcontractors, and Recipients and Subrecipients. Each Federal agency, in procurement contracts, grants, and cooperative agreements, and other grants to the extent authorized by applicable statutory authority, entered into after the date of this order, shall encourage contractors, subcontractors, and recipients and subrecipients to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Agencies should also encourage Federal contractors, subcontractors, and grant recipients and subrecipients as described in this section to conduct initiatives of the type described in section 3(a) of this order.
25. **Executive Order 13333:** This agreement may be terminated without penalty, if the grantee or any subgrantee, or the contractor or any subcontractor (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect, or (ii) uses forced labor in the performance of the grant, contract, or cooperative agreement." (22 U.S.C. § 7104(g))

## 26. SPECIAL REQUIREMENTS FOR CONFERENCES AND CONFERENCE SPACE

The Department of Labor has instituted a policy that requires its staff to hold meetings in its U.S. Department of Labor buildings, such as the Frances Perkins Building, BLS Postal Square Building or another GSA-controlled space in the Metropolitan Washington area. In the event a meeting is to be held under the terms of the grant, the grantee is responsible to research the availability of federal space and when suitable federal space is located, arrange for the space be reserved, or contact the FPO to arrange for the space to be reserved in the event that the federal agency requires a federal staff person reserve conference space through:

FPB Conference Room Reservations: 202-693-7773

Postal Square Building (BLS) Reservations: 202-691-6630 (30 day advance notice) or email to [conference\\_help@bls.gov](mailto:conference_help@bls.gov).

The U.S. Department of Labor has implemented a Government-wide policy regarding standardized procedures for the pre-clearance of conferences and conference attendance. The FPO is responsible for obtaining Departmental clearance before the Grantee incurs expenses for any conference or meeting. However, no request for pre-clearance is required for any meetings or conferences that are being planned and convened by the grantee or as part of the implementation of this grant, that do not include more than five Department of Labor Federal employees. If the Grantee plans to have any such meetings or conferences that will require the attendance of more than five Department of Labor Federal employee attendees, pre-clearance of that meeting or conference is required, and should be coordinated with the FPO.

When these facilities are unavailable or inadequate to meet the requirements of the grant, the grantee shall provide information to support a justification using the formats specified below. The grantee shall document an analysis that includes a list of federal spaces contacted in indicating the reason space was not adequate/available. To support the recommendation of commercial spaces, the grantee shall include three estimates from commercial sources to show evidence that the grantee located the most economical venue for the meeting/conference space.

In situations where DOL space or other federal space is not available or inadequate to meet the needs of the grant requirement, the Grantee shall document the analysis that includes a list of federal spaces contacted in indicating the reason space was not adequate/available. To support the recommendation of commercial spaces, the grantee shall include three estimates from commercial sources to show evidence that the grantee located the most economical venue for the meeting/conference space.

Timeline - when arranging a meeting, the grantee shall submit a timeline for the meeting which includes:

- identification of the locale
- timeline to contact federal facilities determine availability
- timeline to contact contractor facilities and establish estimated costs in the event a commercial venue is required, fill in the attached justification (found on the next page of your grant agreement). The timeline for approval should be two weeks.

**Signing this award agreement, or the expenditure of grant funds, certifies that your organization has read and will comply with all parts of this grant agreement.**

**EMPLOYMENT AND TRAINING ADMINISTRATION  
CONFERENCE/MEETING CLEARANCE REQUEST FORM**

Please fill out the following clearance request form in full and email it to the Federal Project Officer for this grant or cooperative agreement. In the e-mail, please attach electronically (both PDF and Word format) any further expense information or documentation in support of the conference request, as well as a copy of the required memorandum from the agency head requesting agency participation in the conference. Finally, please attach your agency's conference meeting plan.

**DATE OF REQUEST:** \_\_\_\_\_

**REQUESTED BY:**

Government Federal Project Officer's name

**SPONSORING OFFICE:**

Employment and Training Administration (ETA) and Office Name

**CO-SPONSORING OFFICE/ORGANIZATION:**

If Applicable, this section is usually completed by the ETA FPO.

**CONFERENCE TITLE:**

**CONFERENCE DATE(S):**

**PURPOSE AND OBJECTIVE(S):**

(Describe the purpose of the conference, justify, and certify that sponsorship of this conference is important to the program mission.)

**AGREEMENT BETWEEN  
THE  
COUNTY OF SAN MATEO  
AND  
PAUL DOWNS**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PAUL  
DOWNS, hereinafter called "Contractor";

**W I T N E S S E T H:**

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of management and coordination of the ALLIES Steering Committee and consortium members.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

**1. Exhibits and Attachments**

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A — Scope of Work  
Exhibit B — Payments and Rates  
Exhibit C — Program Specific Requirements  
Attachment I — §504 Compliance  
Attachment II — Contractor's Declaration Form

**2. Services to be performed by Contractor**

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."



### **3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed Three Hundred Fifty Four Thousand One Hundred Sixty Nine Dollars, (\$354,169).

### **4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2012 through June 30, 2015.

This Agreement may be terminated by Contractor, the Director of the Human Services Agency or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

### **5. Availability of Funds**

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

### **6. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

**7. Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**8. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

**9. Insurance**

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of

the work of this Agreement.

- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- |   |             |
|---|-------------|
| (a) Comprehensive General Liability .....   | \$1,000,000 |
| (b) Motor Vehicle Liability Insurance ..... | \$1,000,000 |
| (c) Professional Liability .....            | \$1,000,000 |

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

#### **10. Compliance with laws; payment of Permits/Licenses**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

#### **11. Non-Discrimination and Other Requirements**

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
  - i) termination of this Agreement;
  - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;

- iii) liquidated damages of \$2,500 per violation;
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

## **12. Compliance with Contractor Employee Jury Service Ordinance**

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

**13. Retention of Records, Right to Monitor and Audit**

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

**14. Merger Clause**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

**15. Controlling Law and Venue**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

**16. Notices**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

**In the case of County, to: Bryan Rogers, Workforce Development Manager**  
262 Harbor Boulevard, Building A  
Belmont, CA 94002

**In the case of Contractor, to: Paul Downs**  
1921 Grant Street  
Berkeley, CA 94703

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

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

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

Paul Downs

  
\_\_\_\_\_  
Contractor's Signature

Date: 10/5/12

**Exhibit A**  
**Contract with Paul Downs**  
**Scope of Work**

**I. Project Goals:**

The goal of this contract is to work with the Workforce Investment Boards, Community Colleges and Adult School Systems in the San Mateo and Santa Clara areas to manage the project of developing a model that connects workers requiring English language acquisition, work readiness and career technical training to high-need regional career pathways through a structured and coordinated multi-sector network across workforce development, education, business and labor, and support organization with an outcome of education and placement of immigrant workers into higher-paying, more productive careers. This project is funded through a grant from the US Department of Labor.

**II. Contractor Services:**

In consideration of the payments set forth in Exhibit “B”, Contractor shall provide the following services:

The Contractor shall provide project management, and will co-facilitate a project steering committee and consortium members. Specific deliverables have been established; however deliverables may change as the project progresses. Deliverables may be changed or added as agreed up by all parties. The timeline shown is an estimate. The timeline may be adjusted as agreed upon by all parties. Deliverables include but are not limited to the following:

**Phase I: September-December 2012**

- 1) Finalize project plan: September 2012
- 2) Develop RFP for evaluation (evaluation contractor procurement): October 2012
- 3) Conduct system mapping to understand current landscape: October 2012
- 4) Identify, recruit, form and launch steering committee: November 2012
- 5) Develop vision and high level goals: December 2012
- 6) Report Phase I; January 2013

**Phase II: January – April 2013**

- 7) Assess in-depth current initiatives and identify gaps/overlaps: January-March 2013
- 8) Conduct national best-practice research: February-March 2013
- 9) Develop regional and sub-regional plans: April 2013
- 10) Identify regional and three sub-regional collaborative groups: April 2013
- 11) Report Phase II: May 2013

**Phase III: May – August 2013**

- 12) Launch regional and sub-regional working groups: May 2013
- 13) Develop shared metrics and data collection methods: May – July 2013
- 14) Develop backbone structure and operational plan: August 2013
- 15) Create detailed implementation plan and begin implementation: August 2013
- 16) Report Year 1: August 2013



**Phase IV: September 2013 – June 2015**

- 17) Second phase of five pilot project started: October 2013
- 18) Revision of system alignments: November 2013
- 19) Mid Year Report: February 2014
- 20) Participants Receive Supportive Services: March 2014
- 21) Participants receive WIB support: April 2014
- 22) Report Year 2: August 2014
- 23) Expansion of program participants: December 2014
- 24) Report on participant outcomes: January 2015
- 25) Development of materials for program continuation: April 2015
- 26) Final Project Report: Jun 2015

**III. Monitoring Requirement**

Contractor shall provide a written performance quarterly report as outlined in the “Contractor Services” section in the areas of:

- Deliverables progress;
- Financial data collection; and
- Overall progress of the project

USDOL reporting requirements that include detailed narratives and financial data will be followed. The first quarterly performance report will be due in December of 2012 and quarterly thereafter.

Reports should be submitted to:

Dann Bergman  
Workforce Development  
262 Harbor Blvd, Bldg A  
Belmont, CA 94002

**Exhibit B**  
**Contract with Paul Downs**  
**Payments and Rates**

In consideration of the services provided by Contractor in Exhibit “A”, County shall pay Contractor based on the following fee schedule:

1. County shall pay contractor monthly based on the budget below and the deliverables completed as shown in Exhibit A. Any additional services will be at the rate of \$95 per hour.
2. The grant from the US Department of Labor shall be managed in compliance with all federal and state guidelines using cost accounting and cost reimbursement methodology.
3. Under no circumstances shall services under this agreement exceed \$354,169.

<b>Phase I:</b>	<b>Cost</b>
The development of the initial project plan: September 2012	\$29,514
Develop RFP for evaluation (evaluation contractor procurement) : October 2012	\$4,919
Conduct system mapping to understand current landscape: October 2012	\$4,919
Identify, recruit, form and launch of steering committee: November 2012	\$9,838
Develop vision and high level goals: December 2012	\$13,117
Report Phase I; January 2013	\$3,219
	<b>\$65,526</b>
<b>Phase II:</b>	
Assess in-depth current initiatives and identify gaps/overlaps: January-March 2013	\$13,117
Conduct national best-practice research: February-March 2013	\$9,838
Develop regional and sub-regional plans: April 2013	\$4,919
Form Identify regional and three sub-regional collaborative groups: January April 2013	\$8,198
Regions develop regional plans: February 2013(118) Report Phase II: April May 2013	None
	<b>\$36,072</b>
<b>Phase III:</b>	
Launch regional and sub-regional working groups: May 2013	\$3,279
Develop pilot project plans and shared metrics and data collection methods: May – July May 2013	\$22,955
Develop backbone structure and operational plan: August 2013	\$3,279
Create detailed implementation plan and begin implementation: August 2013	\$3,279
Report Year 1: August 2013	\$3,279
	<b>\$36,071</b>
<b>Phase IV:</b>	
Second phase of five pilot project started: October 2013	\$19,676
Revision of system alignments: November 2013	\$9,838
Mid Year Report: February 2014	\$29,514
Participants Receive Supportive Services: March 2014	\$9,838
Participants receive WIB support: April 2014	\$9,838
Report Year 2: August 2014	\$39,352
Expansion of program participants: December 2014	\$39,352
Report on participant outcomes: January 2015	\$9,838
Development of materials for program continuation: April 2015	\$29,578
Final Project Report: Jun 2015	\$19,676
	<b>\$216,500</b>
<b>TOTAL</b>	<b>\$354,169</b>

**EMPLOYMENT AND TRAINING ADMINISTRATION  
WORKFORCE INVESTMENT ACT  
PROGRAM SPECIFIC REQUIREMENTS**

**GENERAL PROVISIONS**

**Section 1: Compliance**

In performance of this agreement, Contractor will fully comply with:

- a. The provisions of the WIA and all regulations, directives, policies, procedures, amendments and executive orders including but not limited to Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) issued pursuant thereto and/or legislation, regulations, policies, directives, and/or procedures which may replace WIA;
- b. The Family Economic Security Act (FESA), California Unemployment Insurance Code Section 15000 et. seq., to the extent permitted by federal law; all State regulations and Governor's policies, directives and procedures issued pursuant to FESA; and legislation, regulation, policy and/or procedures which may replace FESA.
- c. Contractor will ensure diligence in managing programs under this agreement including the carrying out of the appropriate internal monitoring activities and in taking prompt corrective action against known violations of the WIA.
- d. All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement the WIA.

**Section 2: Certifications**

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 the State of California.
- b. Sectarian Activities – Contractor certifies that this agreement does not provide for the advancement of 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 whatever, as specified by Article XVI, Section 5 of the Constitution, regarding separation of church and state.

- c. **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 contract or grant with the Department of Labor (DOL) or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts, *Debarment and Suspension Certification*: By signing this agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California the Contractor will comply with regulations implementing Executive Orders 12459 and 12689, Debarment and Suspension, 29 C.F.R. Part 98.510, that the prospective participant (i.e., grantee), to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
  2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
  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 paragraph 2 of this 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 of default.
  5. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.
- e. *Drug-Free Workplace Certification*: By signing this agreement, the Contractor hereby certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq. And 29 CFR Part 98) 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, as required by Government Code Section 8350(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - the dangers of drug abuse in the workplace;
  - the person's or organization's policy of maintaining a drug-free workplace;
  - any available counseling, rehabilitation and employee assistance programs; and,
  - penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code Section 8355©, that every employee who works on the proposed contract:
  - will receive a copy of the company's drug-free policy statement; and,
  - will agree to abide by the terms of the company's statement as a condition of employment on the contract.
- f. *Lobbying Restrictions:* By signing this agreement the Contractor hereby assures and certifies to the lobbying restrictions which are codified in the DOL regulations at 29 CFR Part 93.
  1. No federal appropriated funds have been 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 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, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant, loan, and cooperative agreement, the undersigned shall complete and submit Standard Form-LLL (exhibit 1), "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 subgrant/contract transactions over \$100,000 (per OMB) at all tiers (including subgrants, contract and subcontracts, under grants, loan or cooperative agreements), and that all subrecipients 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 this 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.
- g. *National Labor Relations Board:* The 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 the Contractor within the immediately preceding two-year period because of Contractor failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.
- h. *Union Activities:* Contractor, by signing this Grant, hereby acknowledges the applicability of Governmental Code 16645 through 16649 to this Agreement. Furthermore, Contractor, by signing this agreement, hereby certifies that:
  1. No state funds disbursed by this agreement will be used to assist, promote or deter union organizing.
  2. Contractor shall account for state funds disbursed for a specific expenditure by this agreement, to show those funds were allocated to that expenditure.
  3. Contractor shall, where state funds are not designated as described in (2) above, allocate, on a pro-rata basis, all disbursements that support the program.
  4. If Contractor makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no state funds were used for those expenditures, and that Contractor shall provide those records to the Attorney General upon request.
- i. *Child Support Compliance Act:* In accordance with the Child Support Compliance Act, the Contractor recognizes and acknowledges:
  1. The importance of child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and that to the best of its knowledge is fully complying with the earning assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).

- j. Contractor certifies that it will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted program.
- k. Contractor certifies that it will comply with the provisions of Hatch Act, which limits the political activity of certain State and local government employees as appropriate. No program under the Act may involve political activity.
- l. If the amount of the Agreement exceeds \$100,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to Section 306 of the Clean Air Act and 508 of the Clean Water Act.
- m. Contractor certifies that it possesses the legal authority to apply for the funding; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Contractor's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the application to act in connection with the application and to provide such additional information as may be required.
- n. Contractor will maintain appropriate standards for health and safety in work and training situations.
- o. Contractor will ensure that any and all construction laborers and mechanics employed under this agreement shall be paid wages in accordance with the Davis-Bacon Act as amended (40U.S.C. 276a-276a-7), and will be covered by labor standards pursuant to the Davis-Bacon Act.
- p. Contractor certifies that all training, instructional and on-the-job, shall only be for occupations for which the County of San Mateo has determined that there is a reasonable expectation for employment in the area in which the participant intends to seek employment.
- q. Contractor certifies that no program shall impair existing contracts for services or collective bargaining agreements, except that WIA-funded programs which would be inconsistent with the terms of a collective bargaining agreement shall not be undertaken without the written concurrence of the labor organization and employer concerned. No funds under this agreement shall be used to assist, deter, or promote union organization.
- r. Contractor certifies that no participant shall be employed or job opening filled (1) when any other individual is on layoff from the same or

substantially equivalent job, or (2) when the employer has terminated the employment of a regular employee or otherwise reduced its work force with the intention of filling the vacancy created by hiring a participant whose wages are subsidized under the Act. No currently employed worker shall be displaced by any participant (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits).

- s. Contractor certifies that no participant who is engaged in a WIA funded program may be charged a fee for placement or referral services.
- t. Contractor certifies that no funds available under this Act may be used for contributions on behalf of any participant to retirement systems or plans.
- u. Contractor will consult with the appropriate labor organizations and/or employer representatives in the design, operation or modification of the programs under this agreement.
- v. Contractor certifies that it will comply with the mandatory standards and policies related to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy Conservation Act (Public Law 96-163).

### **Section 3: Standards of Conduct**

The following standards apply to Contractor:

- a. General Assurance – Every reasonable course of action will be taken by the Contractor in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. The Contractor, its executive staff and employees, in administering this Agreement, will avoid situations, which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain. Contractor agrees to conform to the nondiscrimination requirements as referenced in WIA, Section 188.
- b. Employment of Former State Employees – Contractor will ensure that any of its employees who were formerly employed by the State of California in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this agreement, will not be assigned to any phase of the activities conducted pursuant to this agreement for a period of not less than two years following the termination of such employment.
- c. Conducting Business Involving Relatives – No relative by blood, adoption or marriage of any executive or employee of the Contractor, will receive favorable treatment when considered for enrollment in programs provided by, or employment with, the Contractor.



- d. Conducting Business Involving Close Personal Friends and Associates – Executives and employees of the Contractor will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates.

When it is in the public interest for the Contractor to conduct business with a friend or associate of an executive or employee of the Contractor, an elected official in the area or a member of the Work Force Investment Board (WIB), a permanent record of the transaction will be retained.

- e. Avoidance of Conflict of Economic Interest – An executive or employee of the Contractor, an elected official in the area or a member of a WIB, will not solicit or accept money or any other consideration from a third person for the performance of an act reimbursed in whole or part by the Contractor. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement. No member of the Local Board will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.
- f. The Contractor agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, and all applicable federal and State laws and regulations, guidelines and interpretations issued thereto.
- g. Employment of Former State Employees: The Contractor will ensure that any of its employees who were formerly employed by the State of California in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this agreement, will not be assigned to any part or phase of the activities conducted pursuant to this agreement for a period of not less than two years following the termination of such employment.

#### **Section 4: Coordination**

- a. Contractor will, to the maximum extent feasible, coordinate all programs and activities supported under this part with the other programs under the WIA, the Wagner-Peyser Act, Title 38 of the United States Code, and other employment and training programs at the State and local level.
- b. Contractor shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975,

assuring adequate training and employment opportunities for such veterans in its programs.

- c. Contractor shall, to the maximum extent feasible, coordinate services with the appropriate Veterans Administration Facilities in utilizing apprenticeship and other on-the-job training activities under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeship occupations.
- d. Contractor shall take appropriate steps to provide for increased participation of women in non-traditional jobs.

## **Section 5: Property**

- a. All property, finished or unfinished documents, data, studies and reports prepared or purchased by the Contractor under this Agreement, will be disposed of in accordance with the direction of the County. In addition, any tools and/or equipment furnished to the Contractor by the County and/or purchased by the Contractor with funds pursuant to this Agreement, will be limited to use within the activities outlined in this Agreement and will remain the property of the United States Government and/or the County of San Mateo. Upon termination of this agreement, Contractor will immediately return such tools and/or equipment to the County or dispose of them in accordance with the direction of the County of San Mateo.
- b. Contractor will follow the applicable federal regulations and state directives when purchasing supplies and equipment. Subgrantees will submit a written request and receive approval before making any purchase of an item with a base price of \$5,000 or greater.
- c. In the event of untimely delivery or defectiveness of County furnished property, Contractor will continue to be obligated to continue performance under this Agreement without any adjustment in cost to the County. Contractor shall at all times be liable for the loss or destruction of any County furnished property under this Agreement.
- d. Funds provided under the Agreement shall not be used for the purchase of real property or options to purchase.
- e. Contractor shall acquire, maintain and/or dispose of property purchased with funds received under this agreements, from pervious agreements and County purchased property located at the Contractor's site in accordance with the WIA Regulations for property purchased with WIA funds, and in accordance with County procedures for other property.
- f. Contractor must account for and control WIA and County property. Adequate records shall be maintained to reflect the location of such

property at all times. Equipment shall not be removed from the premises without the prior written approval of the County.

- g. Contractor shall report loss, damage or theft of any property to the County and to the appropriate local authorities within two (2) hours of discovery. Property stolen, damaged or destroyed shall be replaced by Contractor with non-federal funds. Contractor must ensure that title for any replacement equipment clearly rests with the County. In the event of untimely delivery of defectiveness of County furnished property, Contractor will continue to be obligated to continue performance under this agreement without any adjustment in cost to the County.
- h. WIA equipment is to be limited to use within the activities outlined in this agreement. If purchased for the purpose of providing training to WIA participants, equipment shall be used solely for the use of WIA unless the County has approved a shared agreement.

## **Section 5A: Intellectual Property Provisions**

### **1. Federal Funding**

In any agreement funded in whole or in part by the federal government, County may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the Agreement, except as provided in 37 Code of Federal Regulations part 401.14. However, pursuant to 29 CFR section 97.34 the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the worlds in any manner for governmental purposes and to have and permit others to do so.

### **2. Ownership**

(a) Except where County has agreed in a signed writing to accept a license, County shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or County which result directly or indirectly from this Agreement.

(b) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by County, and all other

legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, county or jurisdiction.

- 1) For the purposes of the definition of Intellectual Property, “works” means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, education materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purpose of producing those final products. “Works” does not include articles submitted to peer review or reference journals or independent research projects.
- (c) In the performance of this Agreement, Contractor may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of County’s Intellectual Property in existence prior to the effective date of this Subgrant. Except as otherwise set forth herein, Contractor shall not use any of County’s Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of County. Except as otherwise set forth herein, neither the Contractor nor the County shall give any ownership interest in or rights to its Intellectual Property to the other Party. If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to County, Contractor agrees to abide by all license and confidentiality restrictions applicable to County in the third-party’s license agreement.
- (d) Contractor agrees to cooperate with County in establishing or maintaining County’s exclusive rights in the Intellectual Property, and in assuring County’s sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the agreement(s) to include all Intellectual Property provisions of **paragraphs one through nine**. Such terms must include, but are not limited to, the Contractor assigning and agreeing to assign to County all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the Contractor or County and which result directly or indirectly from this Agreement or any contract.
- (e) Contractor further agrees to assist and cooperate with County in all reasonable respects, and execute all documents and, subject to

reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce County's Intellectual Property rights and interests.

### 3. Retained Rights/License Rights

- (a) Except for Intellectual Property made, conceived, derived from or reduced to practice by Contractor or County 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, 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 subgrant, unless Contractor assigns all rights, titles and interest in the Intellectual Property as set forth herein.
- (b) 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 Subgrant, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of County or third party, or result in a breach or default of any provisions of **paragraph one through nine** or result in a breach of any provisions of law relating to confidentiality.

### 4. Copyright

- (a) Contractor agrees that for purposes of copyright law, all works (as defined in Ownership, Section 2, paragraph (b) 1.) of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire." Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to County to any work product made, conceived, derived from, or reduced to practice by Contractor and which result directly or indirectly from this Agreement.
- (b) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from the County.

## 5. Patent Rights

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 a license as described under **paragraph three** for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to County, without additional compensation, all its right, title and interest in and to such inventions and to assist County in securing United States and foreign patents with respect thereto.

## 6. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining County's prior written approval; and (ii) granting to or obtaining for County's, without additional compensation, a license, as described in **paragraph three**, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and County determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to County.

## 7. Warranties

(a) Contractor represents and warrants that:

- 1) It has secured and will secure all rights and licenses necessary for its performance of this Agreement
- 2) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign county. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- 3) Neither Contractor's performance nor any part its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

- 4) It has secured and will secure all rights and licenses necessary for Intellectual Property including, not limited to, consents, waivers or releases from all authors.
  - 5) Of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.
  - 6) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to County in this Agreement.
  - 7) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
  - 8) It has no knowledge of any outstanding claims, licenses or other charges liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- (b) COUNTY MAKES NO WARRANTY, THAT THE INTELLECTUAL PROEPRTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

#### 8. Intellectual Property Indemnity

- (a) Contractor shall indemnify, defend and hold harmless the County and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of County's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Subgrant. County reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against County.

- (b) Should any Intellectual Property licensed by the Contractor to County under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonable and in good faith to preserve County's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to County. County shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for County to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replace or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, County may be entitled to a refund of all monies paid under this Agreement, without restrictions or limitation of any other rights and remedies available at law or in equity.
- (c) Contractor agrees that damages alone would be inadequate to compensate County for breach of any term of this Intellectual Property provisions of **paragraphs one through nine** by Contractor. Contractor acknowledges County would suffer irreparable harm in the event of such breach and agrees County shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

## 9. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

## Section 6: Termination

- a. Should Contractor fail to perform the covenants contained herein at the time and in the manner herein provided, the County may at that time or any time thereafter terminate this agreement upon written notice. In the event of such termination, County may immediately proceed with the work to be performed under this agreement in any manner deemed proper by the County. County may at its sole discretion, deduct from the total amount paid to Contractor under this Agreement all or part of the cost associated with completion of such work.
- b. In the event that invoices are in the County's opinion inconsistent with Exhibit B, Rate and Terms of Payment, or if other irregularities exist, County may withhold all or part of the funds under this Agreement until resolution of the inconsistencies/irregularities to County's satisfaction, provided that the County will not unreasonable withhold funds.
- c. All funds under this Agreement must be spent only in conformity with the Exhibits A, B and C attached hereto. County reserves the right to withhold funds, require re-planning or take appropriate actions in the event that expenditures are not consistent with the levels in the budget.



## **Section 7: Amendments**

This agreement may be modified by the County upon written notice to the Contractor under the following circumstances:

- a. There is an increase or decrease in Federal or State funding levels.
- b. A modification is required in order to implement an adjustment of modification to the plan of the program described in Exhibit A, Description of Services.
- c. Funds awarded to the Contractor have not been expended in accordance with the schedule included in the approved plan of the program described in Exhibit A. After consultation with the Contractor, the County has determined that funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a timely manner consistent with State and federal law, regulations and policies, reverting to the County.
- d. There is a change in State or Federal law or regulation requiring a change in the provisions of this Agreement.
- e. County shall monitor this Agreement by evaluating the performance indicators described in Exhibit A. Contractor will make every effort to keep the performance indicators at the level agreed to in the Agreement; however, if any performance indicator falls below eighty percent (80%) for three (3) consecutive months, the contract may be renegotiated.
- f. Except as provided above, this Agreement may be amended only in writing by the mutual agreement of both parties.

## **Section 8: Management Information Systems Policies and Procedures**

- a. Contractor shall comply with the Job Training Automation (JTA) system policies and procedures contained in the Workforce Investment Act Handbook as amended and revised, and any directive or other bulletin issued which clarifies or modifies County policies and procedures.
- b. If the Contractor conducts eligibility determination, Contractor shall assure that only eligible participants (supported with documentation) are enrolled in the program funded under this Agreement. Failure of this condition shall entitle County to recover disallowed costs incurred by any ineligible participant.

## **Section 9: Accounting and Cash Management**

- a. Contractor will comply with controls, record keeping and fund accounting procedure requirements of WIA, Federal and State regulations and directives to ensure the proper accounting for program funds paid under this agreement.

- b. Contractor shall maintain fiscal accounts in a manner sufficient to permit tracking of funds received and levels of expenditures. Records and books shall be auditable and up to date at all times.
- c. Income (including interest income) generated as a result of the receipt of funds under this agreement will be utilized in accordance with the policy and procedure established by the County. Contractor will account for any such income generated separately.
- d. Contractor shall immediately advise County of any improper or fraudulent use of funds under this Agreement, any misinformation supplied to County, or any circumstances giving rise to possible or apparent misuse of funds and do the following:
  - 1. All such instances must be reported to the Compliance Review Division (CRD) and the Office of Inspector General (OIG) at the following addresses:  
Compliance Review Division  
722 Capitol Mall MIC 22M  
PO Box 826880  
Sacramento, CA 94280-0001  
  
Department Of Labor, Office of the Inspector General  
200 Constitution Avenue, NW  
Room S-5502  
Washington, DC 20210
  - 2. A written report must be filed within one day of detection or discovery of the incident.
- e. Contractor may be required to establish a separate bank or trust account for funds received, and shall maintain a separate fund accounting for these funds.
- f. Contractors that are public or non-profit entities with a fixed unit price agreement shall use revenues in excess of costs, or so called “profits” for the following purposes:
  - 1. Add the “profit” to funds committed to the program and use it to further program objectives; or
  - 2. Deduct the “profit” from the fixed unit price performance billing in determining the net amount on which WIA share of billing will be used;
  - 3. Use the “profit” to satisfy the WIA matching requirements, if applicable.

In addition, Contractor shall:

- 1. Submit the amount of excess revenue or “profit” to San Mateo County WIB within 45 days after the end of the fiscal year; and

2. Maintain the necessary financial records which account for the use of these funds, in anticipation of possible audit.
  3. Remit immediately to the San Mateo County WIB any excess revenue which will not be utilized within one year after the end of the fiscal year in which it was earned.
- g. Costs incurred before and after the effective dates of the Agreement will not be allowed.
  - h. Contractor shall report any additional or unexpected funds received in conjunction with the services provided under the terms of this Agreement to the County upon receipt of such funds or notification of award of such funds.

### **Section 10: Reporting**

- a. Contractor will compile and submit reports of activities, expenditures, status of cash and closeout information by the specified dates as prescribed by the County.
- b. Contractor shall submit an invoice/report within 15 calendar days after the end of each month unless a different due date is granted in writing by the County Representative.

### **Section 11: Grievance and Complaint System**

Contractor will establish and maintain a grievance and complaint procedure in compliance with WIA, Federal Regulations and State Statutes, Regulations and Policy and Peninsula Works MOU.

### **Section 12: Conflicts**

- a. Contractor will cooperate in the resolution of any conflict with the U.S. Department of Labor which may occur from the activities funded under this Agreement.
- b. In the event of a dispute between the Contractor and the County over any part of this Agreement, the dispute may be submitted to non-binding arbitration upon the consent of both the Contractor and the County. An election for arbitration pursuant to this provision will not preclude either party from pursuing any remedy for relief otherwise available.

### **Section 13: Audits**

- a. The Contractor shall maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors.
- b. The Contractor and/or auditors performing monitoring or audits of the Contractor or its subcontracting service providers will immediately report to the County any

incident of fraud, abuse or other criminal activity in relation to this Agreement, the WIA, or its regulations.

- c. Before any funds are issued under this Agreement the Contractor will submit, to the County, the findings of the most recent audit. The Contractor will demonstrate that its financial accounting systems are adequate to satisfy Federal audit requirements per Federal Register, 20CFR, Section 629.42, dated February 12, 1988.
- d. Contractors that are public school districts, community college districts, or non-profit organizations, receiving \$25,000 or more in federal funds will be required to arrange for a financial compliance audit, in accordance with OMB A-110, or A-133 as applicable. Private-for-profit contractors are required to have an audit in accordance with the Workforce Investment Act. This audit must be conducted by an independent CPA chosen through a proper selection process. The cost, or portion of the cost, of such an audit is an allowable expense under WIA if specifically provided for in the cost detail and made a part of this Agreement as reflected in Exhibit B for cost reimbursable agreements. For fixed price agreements the cost of the audit may be negotiated as part of the total fixed price. There will be no further reimbursement for audit costs beyond the fixed price unless specifically identified in the agreed upon budget as a cost reimbursable item. A copy of this audit report must be furnished to the Workforce Investment Board within 15 days of the receipt of the audit report from the auditor.  
WIA funds must be shown on the audit report separately and distinctly from the other funds of the Contractor and in accordance with the Federal catalog number. Any audit findings, questioned costs and disallowed costs affecting the WIA funds must be specifically reported and identified in the audit report.

e. Responsibility for Audit Exceptions

- 1. Audit exceptions are defined as any unfavorable finding in any audit of Contractor's performance under this Agreement. Contractor is aware and is hereby on notice that any and all failure to comply with the Act, all rules, regulations, and amendments promulgated thereunder, relevant Federal, State, and local statutes, rules, and regulations, including requirements of the County, may result in Contractor liability to repay part or all of the funds under this Agreement.
- 2. Contractor will notify County in writing immediately of any audit exception(s). County may at that time or anytime thereafter, give notice of intent to terminate this Agreement subject to satisfactory corrections within thirty (30) days.
- 3. Contractor agrees to correct and resolve all audit exceptions to County's satisfaction and agrees to give such response to County as County deems necessary regarding any audit exception. Contractor is aware and is hereby on notice that audit exceptions may result in County liability to the United States Department of Labor and the State of California, among others, for part or all of the funds provided under this Agreement and so agrees to pay

to County the full amount of County liability resulting from said audit exceptions attributable to the Contractor.

#### **Section 14: Disallowed Costs**

Contractor will be liable for and will repay, to County, any amounts expended under this agreement found not to be in accordance with WIA including, but not limited to, disallowed costs. Such repayment will be from funds (non-Federal) other than those received under the WIA.

#### **Section 15: Subcontracting**

The system for awarding contracts will contain safeguards to ensure that the Contractor does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds or who have been debarred from receipt of federal funds.

#### **Section 16: Educational Assistance Program Funds**

Contractor shall report and pay to County any income received from student's Federal and State educational assistance grants, such as PELL grants, Supplemental Educational Opportunity Grants (SEOG), and other educational assistance programs. Receipt of such income plus WIA funds for the same training services may constitute double billing unless the WIA expenses are properly reduced. The report and payment shall be made to the county within 15 calendar days after the month that the educational assistance grant is received by the Contractor.

#### **Section 17: Disclosure of Confidential Information**

County and Contractor agree to maintain the confidentiality of other information concerning applicants, participants, or their families, which may be obtained through application forms, interview, tests, reports from public agencies, counselors, or any other source. Without permission of the applicant or participant, such information shall be divulged only as necessary for purposes related to the performance or evaluation of the Agreement, and then only to person having responsibilities under the Agreement, including those furnishing services to the project under Contractor and to governmental authorities, to the extent necessary for the proper administration of law.

#### **Section 18: Cash Advances**

- a. An initial cash advance, not to exceed the projected expenses for up to a six-week period, may be paid to Contractor upon submission of a written request and justification of the need for the advance that is acceptable to the County. Any Contractor receiving a cash advance is required to establish an interest income account to which all interest earned on advances must be posted quarterly and paid to the County. Subsequent advances would only be made

upon request, provision of similarly acceptable justification of need, and after a reconciliation of prior advance and earned benchmark payments.

To maintain the element of risk to the Contractor, no advance will be made for the last six weeks of the contract. Further, irrespective of any other policy provisions, the County will solely determine a Contractor's potential for earning any requested advances based on a review of actual, ongoing, performance and reserves the right **not to advance** or to alternatively require a performance bond, irrevocable line of credit, title to property or other collateral.

- b. Contractor agrees to comply with specific plan for repayment of cash advance as outlined in Exhibit B.
- c. For any Agreement in which unexpected funds resulting from cash advances remain upon completion or termination of this Agreement, such funds shall be returned to County within sixty (60) days of the termination of Agreement.

## **Section 19: Nondiscrimination Clause**

- a. The conduct of the Contractor will be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated thereunder and the provisions of WIA, Section 188. In addition:
  - 1. During the performance of this agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, pregnancy, disability and denial of family care leave. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and its subcontractor shall comply with all [executive orders](#), including but not limited to Executive Order 11245 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60), the provisions of the Fair Employment and Housing Act (Governmental Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, and Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 1299(a-f), set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract or its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
  - 2. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

## **Section 20: Subcontracting**

- a. Any of the work or services specified in this agreement which will be performed by other than by the Contractor will be evidenced by a written agreement specifying the terms and condition of such performance.
- b. The Contractor will maintain and adhere to an appropriate system, consistent with federal, State and local law, for the award and monitoring of contracts which contain acceptable standards for insuring accountability.
- c. The system for awarding contracts will contain safeguards to ensure that the Contractor does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

## **Section 21: Standards and Sanctions**

- a. The Contractor is expected to make its best effort to achieve the standards set forth, and is subject to sanctions in the event that substantial compliance is not achieved.
- b. To the extent that the Contractor's performance adversely affects the County's performance, such sanctions will be applied to the Contractor in a manner consistent with Federal and State regulations.

## **Section 22: Confidentiality Requirements**

The County and the Contractor will exchange various kinds of information pursuant to this agreement. That information will include data, applications, program files and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs.

The Contractor and the County agree that:

- a. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- b. Each party shall provide written instructions to all its employees with access to information provided by the other party of the confidential nature of the information and of the penalties for unauthorized use or disclosure found in section 1798.55 of the Civil Code, section 502 of the Penal Code, section 2111 of the Unemployment Insurance Code, section 10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.

- c. Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- d. Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- e. If the County or Contractor enters into an agreement with a third party to provide WIA services, the County or Contractor agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.
- f. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation.

### **Section 23: Termination for Cause**

The County has the right to withdraw from this Agreement if it is determined that Contractor has breached any section of this Agreement.



ATTACHMENT I

**Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended**

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- ☒ a. Employs fewer than 15 persons.
- ☐ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

\_\_\_\_\_  
Name of 504 Person - Type or Print

\_\_\_\_\_  
Name of Contractor(s) - Type or Print

\_\_\_\_\_  
Street Address or P.O. Box

\_\_\_\_\_  
City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

*Paul Downer*

\_\_\_\_\_  
Signature

*Sole Proprietor*

\_\_\_\_\_  
Title of Authorized Official

*10/5/12*

\_\_\_\_\_  
Date

\*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

**Attachment II  
County of San Mateo  
Contractor's Declaration Form**

**I. CONTRACTOR INFORMATION**

Contractor Name:	Paul Downs	Phone:	(510) 848-8064
Contact Person:	Paul Downs	Fax:	(510) 848-8064
Address:	1912 Grant Street Berkeley, CA 94703	Number of Employees:	

**II. EQUAL BENEFITS** (check one or more boxes)

*Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.*

- ☐ Contractor complies with the County's Equal Benefits Ordinance by:
- ☐ offering equal benefits to employees with spouses and employees with domestic partners.
  - ☐ offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- ☐ Contractor does not comply with the County's Equal Benefits Ordinance.
- ☒ Contractor is exempt from this requirement because:
- ☒ Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
  - ☐ Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to offer equal benefits when said agreement expires.

**III. NON-DISCRIMINATION** (check appropriate box)

- ☐ Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- ☒ No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

**IV. EMPLOYEE JURY SERVICE** (check one or more boxes)

*Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.*

- ☐ Contractor complies with the County's Employee Jury Service Ordinance.
- ☒ Contractor does not comply with the County's Employee Jury Service Ordinance. *(No employees)*
- ☐ Contractor is exempt from this requirement because:
- ☐ the contract is for \$100,000 or less.
  - ☐ Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to comply when the collective bargaining agreement expires.

**I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.**

Paul Downs  
Signature  
10/5/12  
Date

PAUL DOWNS  
Name  
SOLE PROPRIETOR  
Title

**AGREEMENT BETWEEN  
THE  
COUNTY OF SAN MATEO  
AND  
FSG**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and FSG,  
hereinafter called "Contractor";

**W I T N E S S E T H:**

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of the development of shared metrics and system for data collection and analysis.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

**1. Exhibits and Attachments**

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A — Scope of Work  
Exhibit B — Payments and Rates  
Exhibit C — Program Specific Requirements  
Attachment I — §504 Compliance  
Attachment II — Contractor's Declaration Form

**2. Services to be performed by Contractor**

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

### **3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed Six Hundred Twenty Four Thousand, Nine Hundred Forty Dollars, (\$624,940).

### **4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2012 through June 30, 2015.

This Agreement may be terminated by Contractor, the Director of the Human Services Agency or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

### **5. Availability of Funds**

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

### **6. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

**7. Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**8. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

**9. Insurance**

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of

the work of this Agreement.

- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- |   |             |
|---|-------------|
| (a) Comprehensive General Liability .....   | \$1,000,000 |
| (b) Motor Vehicle Liability Insurance ..... | \$1,000,000 |
| (c) Professional Liability .....            | \$1,000,000 |

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

#### **10. Compliance with laws; payment of Permits/Licenses**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

#### **11. Non-Discrimination and Other Requirements**

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
  - i) termination of this Agreement;
  - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;

- iii) liquidated damages of \$2,500 per violation;
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

## **12. Compliance with Contractor Employee Jury Service Ordinance**

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.



**13. Retention of Records, Right to Monitor and Audit**

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

**14. Merger Clause**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

**15. Controlling Law and Venue**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

**16. Notices**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

**In the case of County, to: Bryan Rogers, Workforce Development Manager  
262 Harbor Boulevard, Building A  
Belmont, CA 94002**

**In the case of Contractor, to: Lalitha Vaidynathan  
123 Mission Floor 8  
San Francisco, CA 94105**

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

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

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

FSG

  
\_\_\_\_\_  
Contractor's Signature

Date: 10/04/12

## Exhibit A Contract with FSG Scope of Work

### **I. Project Goals:**

The goal of this contract is to develop a model that connects workers requiring English language acquisition, work readiness and career technical training to high-need regional career pathways through a structured and coordinated multi-sector network across workforce development, education, business and labor, and support organization with an outcome of education and placement of immigrant workers into higher-paying, more productive careers. This project is funded through a grant from the US Department of Labor.

### **II. Contractor Services:**

In consideration of the payments set forth in Exhibit “B”, Contractor shall provide the following services to develop a model that connects workers requiring English language acquisition, work readiness and career technical training to high-need regional career pathways. Such services shall include but not be limited to:

- Build a functioning, productive and accountable multi-sector collaborations in three sub-regions serving San Mateo and Santa Clara Counties;
- Develop a planning and accountability framework;
- Develop shared metrics and systems for data collection and analysis;
- Develop processes and provide technical facilitation on collective impact process including: preliminary planning, developing a common agenda, implementation planning, and capacity building for the purpose of sustaining a collective impact approach to systems change and to support a steering committee to develop the three sub-regional collaboratives;
- Assisting the sub-regional collaboratives in developing common measures of success;
- Define data to be collected ;
- Develop a system for collecting, reporting and researching benchmarks in data management and adaptive learning;
- Meet and work in collaboration with the San Mateo County Workforce investment Board in addition to the two other local area WIBs, along with its work groups and assist in the formation of a steering committee;
- Plan and model analysis; and
- Any other tasks or deliverable as agreed on by the San Mateo County Workforce Investment Board, County and Contractor.

### III. Deliverables and Time Table:

Deliverables	Completion by
Conduct landscape research	November 2012
Conduct best practice research	November 2012
Launch steering committee	December 2012
Develop common goals and vision	January 2013
Update best practices	March 2013
Conduct sub regional Assessment	March 2013
Conduct 3 community focus groups	April 2013
Develop sub-regional strategies	May 2013
Launch sub-regional work groups	June 2013
Identify backbone organization	June 2013
Define backbone structure	July 2013
Develop shared metrics	August 2013
Define data collection sources and methods	August 2013
Define implementation plan	August 2013

### IV. Program Monitoring Requirement:

Contractor shall provide a written performance quarterly report according to the DOL in the areas of:

- Deliverables completed;
- Plan development;
- Model development;
- Data collection;
- Cost accounting; and
- Overall progress of project

Reporting requirements may be changed or adjusted as agreed upon by both parties as the project progresses.

Reports should be submitted to:

Dann Bergman  
Workforce Development  
262 Harbor Blvd, Bldg A  
Belmont, CA 94002

## Exhibit B

### Contract with FSG

### Payments and Rates

In consideration of the services provided by Contractor in Exhibit “A”, County shall pay Contractor based on the following fee schedule:

County shall pay Contractor monthly upon receipt of invoices for actual costs incurred based on the budget below and successful completion of deliverables shown in section III of Exhibit A.

County shall have the right to adjust payment to Contractor for failure to complete a deliverable. Payment to contractor may be delayed if quarterly reports are not submitted timely.

Under no circumstances shall the contract exceed the amount of \$624,940.

<b>Budget Summary FSG</b>				
<b><i>Professional Fees</i></b>				
	<b><i>Phase 1</i></b>	<b><i>Phase 2</i></b>	<b><i>Phase 3</i></b>	<b><i>Total</i></b>
Managing Director	\$36,960	\$ 40,320	\$ 20,160	\$ 97,440
Case Team Leader	\$68,400	\$ 72,000		\$ 140,400
Consultant	\$51,680	\$ 54,400	\$ 56,320	\$ 162,400
Analyst	\$60,000	\$ 5,000	\$ 5,000	\$ 70,000
Assoc	\$68,400	\$ 72,000	\$ -	\$ 140,400
<i>Total</i>				\$ 610,640
<b><i>Expenses</i></b>				
Local travel (cost @\$0.55/mile)	\$ 2,200	\$ 2,200	\$ 1,650	\$ 6,050
Printing, telecommunications (\$500/month)	\$ 2,000	\$ 2,000	\$ 1,500	\$ 5,500
Meals, supplies, other misc. (\$250/month)	\$ 1,000	\$ 1,000	\$ 750	\$ 2,750
<i>Total</i>	\$ 5,200	\$ 5,200	\$ 3,900	\$ 14,300
Total Amount of Services				\$ 624,940

**EMPLOYMENT AND TRAINING ADMINISTRATION  
WORKFORCE INVESTMENT ACT  
PROGRAM SPECIFIC REQUIREMENTS**

**GENERAL PROVISIONS**

**Section 1: Compliance**

In performance of this agreement, Contractor will fully comply with:

- a. The provisions of the WIA and all regulations, directives, policies, procedures, amendments and executive orders including but not limited to Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) issued pursuant thereto and/or legislation, regulations, policies, directives, and/or procedures which may replace WIA;
- b. The Family Economic Security Act (FESA), California Unemployment Insurance Code Section 15000 et. seq., to the extent permitted by federal law; all State regulations and Governor's policies, directives and procedures issued pursuant to FESA; and legislation, regulation, policy and/or procedures which may replace FESA.
- c. Contractor will ensure diligence in managing programs under this agreement including the carrying out of the appropriate internal monitoring activities and in taking prompt corrective action against known violations of the WIA.
- d. All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement the WIA.

**Section 2: Certifications**

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 the State of California.
- b. Sectarian Activities – Contractor certifies that this agreement does not provide for the advancement of 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 whatever, as specified by Article XVI, Section 5 of the Constitution, regarding separation of church and state.

- c. **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 contract or grant with the Department of Labor (DOL) or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts, *Debarment and Suspension Certification*: By signing this agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California the Contractor will comply with regulations implementing Executive Orders 12459 and 12689, Debarment and Suspension, 29 C.F.R. Part 98.510, that the prospective participant (i.e., grantee), to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
  2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
  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 paragraph 2 of this 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 of default.
  5. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.
- e. *Drug-Free Workplace Certification*: By signing this agreement, the Contractor hereby certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq. And 29 CFR Part 98) 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, as required by Government Code Section 8350(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
    - the dangers of drug abuse in the workplace;
    - the person's or organization's policy of maintaining a drug-free workplace;
    - any available counseling, rehabilitation and employee assistance programs; and,
    - penalties that may be imposed upon employees for drug abuse violations.
  3. Provide, as required by Government Code Section 8355©, that every employee who works on the proposed contract:
    - will receive a copy of the company's drug-free policy statement; and,
    - will agree to abide by the terms of the company's statement as a condition of employment on the contract.
- f. *Lobbying Restrictions:* By signing this agreement the Contractor hereby assures and certifies to the lobbying restrictions which are codified in the DOL regulations at 29 CFR Part 93.
1. No federal appropriated funds have been 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 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, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant, loan, and cooperative agreement, the undersigned shall complete and submit Standard Form-LLL (exhibit 1), "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 subgrant/contract transactions over \$100,000 (per OMB) at all tiers (including subgrants, contract and subcontracts, under grants, loan or cooperative agreements), and that all subrecipients 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 this 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.
- g. *National Labor Relations Board:* The 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 the Contractor within the immediately preceding two-year period because of Contractor failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.
- h. *Union Activities:* Contractor, by signing this Grant, hereby acknowledges the applicability of Governmental Code 16645 through 16649 to this Agreement. Furthermore, Contractor, by signing this agreement, hereby certifies that:
  1. No state funds disbursed by this agreement will be used to assist, promote or deter union organizing.
  2. Contractor shall account for state funds disbursed for a specific expenditure by this agreement, to show those funds were allocated to that expenditure.
  3. Contractor shall, where state funds are not designated as described in (2) above, allocate, on a pro-rata basis, all disbursements that support the program.
  4. If Contractor makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no state funds were used for those expenditures, and that Contractor shall provide those records to the Attorney General upon request.
- i. *Child Support Compliance Act:* In accordance with the Child Support Compliance Act, the Contractor recognizes and acknowledges:
  1. The importance of child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and that to the best of its knowledge is fully complying with the earning assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).

- j. Contractor certifies that it will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted program.
- k. Contractor certifies that it will comply with the provisions of Hatch Act, which limits the political activity of certain State and local government employees as appropriate. No program under the Act may involve political activity.
- l. If the amount of the Agreement exceeds \$100,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to Section 306 of the Clean Air Act and 508 of the Clean Water Act.
- m. Contractor certifies that it possesses the legal authority to apply for the funding; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Contractor's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the application to act in connection with the application and to provide such additional information as may be required.
- n. Contractor will maintain appropriate standards for health and safety in work and training situations.
- o. Contractor will ensure that any and all construction laborers and mechanics employed under this agreement shall be paid wages in accordance with the Davis-Bacon Act as amended (40U.S.C. 276a-276a-7), and will be covered by labor standards pursuant to the Davis-Bacon Act.
- p. Contractor certifies that all training, instructional and on-the-job, shall only be for occupations for which the County of San Mateo has determined that there is a reasonable expectation for employment in the area in which the participant intends to seek employment.
- q. Contractor certifies that no program shall impair existing contracts for services or collective bargaining agreements, except that WIA-funded programs which would be inconsistent with the terms of a collective bargaining agreement shall not be undertaken without the written concurrence of the labor organization and employer concerned. No funds under this agreement shall be used to assist, deter, or promote union organization.
- r. Contractor certifies that no participant shall be employed or job opening filled (1) when any other individual is on layoff from the same or

substantially equivalent job, or (2) when the employer has terminated the employment of a regular employee or otherwise reduced its work force with the intention of filling the vacancy created by hiring a participant whose wages are subsidized under the Act. No currently employed worker shall be displaced by any participant (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits).

- s. Contractor certifies that no participant who is engaged in a WIA funded program may be charged a fee for placement or referral services.
- t. Contractor certifies that no funds available under this Act may be used for contributions on behalf of any participant to retirement systems or plans.
- u. Contractor will consult with the appropriate labor organizations and/or employer representatives in the design, operation or modification of the programs under this agreement.
- v. Contractor certifies that it will comply with the mandatory standards and policies related to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy Conservation Act (Public Law 96-163).

### **Section 3: Standards of Conduct**

The following standards apply to Contractor:

- a. General Assurance – Every reasonable course of action will be taken by the Contractor in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. The Contractor, its executive staff and employees, in administering this Agreement, will avoid situations, which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain. Contractor agrees to conform to the nondiscrimination requirements as referenced in WIA, Section 188.
- b. Employment of Former State Employees – Contractor will ensure that any of its employees who were formerly employed by the State of California in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this agreement, will not be assigned to any phase of the activities conducted pursuant to this agreement for a period of not less than two years following the termination of such employment.
- c. Conducting Business Involving Relatives – No relative by blood, adoption or marriage of any executive or employee of the Contractor, will receive favorable treatment when considered for enrollment in programs provided by, or employment with, the Contractor.

- d. Conducting Business Involving Close Personal Friends and Associates – Executives and employees of the Contractor will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates.

When it is in the public interest for the Contractor to conduct business with a friend or associate of an executive or employee of the Contractor, an elected official in the area or a member of the Work Force Investment Board (WIB), a permanent record of the transaction will be retained.

- e. Avoidance of Conflict of Economic Interest – An executive or employee of the Contractor, an elected official in the area or a member of a WIB, will not solicit or accept money or any other consideration from a third person for the performance of an act reimbursed in whole or part by the Contractor. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement. No member of the Local Board will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.
- f. The Contractor agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, and all applicable federal and State laws and regulations, guidelines and interpretations issued thereto.
- g. Employment of Former State Employees: The Contractor will ensure that any of its employees who were formerly employed by the State of California in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this agreement, will not be assigned to any part or phase of the activities conducted pursuant to this agreement for a period of not less than two years following the termination of such employment.

#### **Section 4: Coordination**

- a. Contractor will, to the maximum extent feasible, coordinate all programs and activities supported under this part with the other programs under the WIA, the Wagner-Peyser Act, Title 38 of the United States Code, and other employment and training programs at the State and local level.
- b. Contractor shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975,

assuring adequate training and employment opportunities for such veterans in its programs.

- c. Contractor shall, to the maximum extent feasible, coordinate services with the appropriate Veterans Administration Facilities in utilizing apprenticeship and other on-the-job training activities under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeship occupations.
- d. Contractor shall take appropriate steps to provide for increased participation of women in non-traditional jobs.

## **Section 5: Property**

- a. All property, finished or unfinished documents, data, studies and reports prepared or purchased by the Contractor under this Agreement, will be disposed of in accordance with the direction of the County. In addition, any tools and/or equipment furnished to the Contractor by the County and/or purchased by the Contractor with funds pursuant to this Agreement, will be limited to use within the activities outlined in this Agreement and will remain the property of the United States Government and/or the County of San Mateo. Upon termination of this agreement, Contractor will immediately return such tools and/or equipment to the County or dispose of them in accordance with the direction of the County of San Mateo.
- b. Contractor will follow the applicable federal regulations and state directives when purchasing supplies and equipment. Subgrantees will submit a written request and receive approval before making any purchase of an item with a base price of \$5,000 or greater.
- c. In the event of untimely delivery or defectiveness of County furnished property, Contractor will continue to be obligated to continue performance under this Agreement without any adjustment in cost to the County. Contractor shall at all times be liable for the loss or destruction of any County furnished property under this Agreement.
- d. Funds provided under the Agreement shall not be used for the purchase of real property or options to purchase.
- e. Contractor shall acquire, maintain and/or dispose of property purchased with funds received under this agreements, from pervious agreements and County purchased property located at the Contractor's site in accordance with the WIA Regulations for property purchased with WIA funds, and in accordance with County procedures for other property.
- f. Contractor must account for and control WIA and County property. Adequate records shall be maintained to reflect the location of such

property at all times. Equipment shall not be removed from the premises without the prior written approval of the County.

- g. Contractor shall report loss, damage or theft of any property to the County and to the appropriate local authorities within two (2) hours of discovery. Property stolen, damaged or destroyed shall be replaced by Contractor with non-federal funds. Contractor must ensure that title for any replacement equipment clearly rests with the County. In the event of untimely delivery of defectiveness of County furnished property, Contractor will continue to be obligated to continue performance under this agreement without any adjustment in cost to the County.
- h. WIA equipment is to be limited to use within the activities outlined in this agreement. If purchased for the purpose of providing training to WIA participants, equipment shall be used solely for the use of WIA unless the County has approved a shared agreement.

## **Section 5A: Intellectual Property Provisions**

### **1. Federal Funding**

In any agreement funded in whole or in part by the federal government, County may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the Agreement, except as provided in 37 Code of Federal Regulations part 401.14. However, pursuant to 29 CFR section 97.34 the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the worlds in any manner for governmental purposes and to have and permit others to do so.

### **2. Ownership**

(a) Except where County has agreed in a signed writing to accept a license, County shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or County which result directly or indirectly from this Agreement.

(b) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by County, and all other

legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, county or jurisdiction.

- 1) For the purposes of the definition of Intellectual Property, “works” means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, education materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purpose of producing those final products. “Works” does not include articles submitted to peer review or reference journals or independent research projects.
- (c) In the performance of this Agreement, Contractor may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of County’s Intellectual Property in existence prior to the effective date of this Subgrant. Except as otherwise set forth herein, Contractor shall not use any of County’s Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of County. Except as otherwise set forth herein, neither the Contractor nor the County shall give any ownership interest in or rights to its Intellectual Property to the other Party. If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to County, Contractor agrees to abide by all license and confidentiality restrictions applicable to County in the third-party’s license agreement.
- (d) Contractor agrees to cooperate with County in establishing or maintaining County’s exclusive rights in the Intellectual Property, and in assuring County’s sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the agreement(s) to include all Intellectual Property provisions of **paragraphs one through nine**. Such terms must include, but are not limited to, the Contractor assigning and agreeing to assign to County all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the Contractor or County and which result directly or indirectly from this Agreement or any contract.
- (e) Contractor further agrees to assist and cooperate with County in all reasonable respects, and execute all documents and, subject to

reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce County's Intellectual Property rights and interests.

### 3. Retained Rights/License Rights

- (a) Except for Intellectual Property made, conceived, derived from or reduced to practice by Contractor or County 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, 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 subgrant, unless Contractor assigns all rights, titles and interest in the Intellectual Property as set forth herein.
- (b) 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 Subgrant, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of County or third party, or result in a breach or default of any provisions of **paragraph one through nine** or result in a breach of any provisions of law relating to confidentiality.

### 4. Copyright

- (a) Contractor agrees that for purposes of copyright law, all works (as defined in Ownership, Section 2, paragraph (b) 1.) of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire." Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to County to any work product made, conceived, derived from, or reduced to practice by Contractor and which result directly or indirectly from this Agreement.
- (b) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from the County.



## 5. Patent Rights

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 a license as described under **paragraph three** for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to County, without additional compensation, all its right, title and interest in and to such inventions and to assist County in securing United States and foreign patents with respect thereto.

## 6. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining County's prior written approval; and (ii) granting to or obtaining for County's, without additional compensation, a license, as described in **paragraph three**, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and County determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to County.

## 7. Warranties

(a) Contractor represents and warrants that:

- 1) It has secured and will secure all rights and licenses necessary for its performance of this Agreement
- 2) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign county. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- 3) Neither Contractor's performance nor any part its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

- 4) It has secured and will secure all rights and licenses necessary for Intellectual Property including, not limited to, consents, waivers or releases from all authors.
  - 5) Of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.
  - 6) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to County in this Agreement.
  - 7) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
  - 8) It has no knowledge of any outstanding claims, licenses or other charges liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- (b) COUNTY MAKES NO WARRANTY, THAT THE INTELLECTUAL PROEPRTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

#### 8. Intellectual Property Indemnity

- (a) Contractor shall indemnify, defend and hold harmless the County and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of County's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Subgrant. County reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against County.

- (b) Should any Intellectual Property licensed by the Contractor to County under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonable and in good faith to preserve County's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to County. County shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for County to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replace or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, County may be entitled to a refund of all monies paid under this Agreement, without restrictions or limitation of any other rights and remedies available at law or in equity.
- (c) Contractor agrees that damages alone would be inadequate to compensate County for breach of any term of this Intellectual Property provisions of **paragraphs one through nine** by Contractor. Contractor acknowledges County would suffer irreparable harm in the event of such breach and agrees County shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

## 9. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

## Section 6: Termination

- a. Should Contractor fail to perform the covenants contained herein at the time and in the manner herein provided, the County may at that time or any time thereafter terminate this agreement upon written notice. In the event of such termination, County may immediately proceed with the work to be performed under this agreement in any manner deemed proper by the County. County may at its sole discretion, deduct from the total amount paid to Contractor under this Agreement all or part of the cost associated with completion of such work.
- b. In the event that invoices are in the County's opinion inconsistent with Exhibit B, Rate and Terms of Payment, or if other irregularities exist, County may withhold all or part of the funds under this Agreement until resolution of the inconsistencies/irregularities to County's satisfaction, provided that the County will not unreasonable withhold funds.
- c. All funds under this Agreement must be spent only in conformity with the Exhibits A, B and C attached hereto. County reserves the right to withhold funds, require re-planning or take appropriate actions in the event that expenditures are not consistent with the levels in the budget.

## **Section 7: Amendments**

This agreement may be modified by the County upon written notice to the Contractor under the following circumstances:

- a. There is an increase or decrease in Federal or State funding levels.
- b. A modification is required in order to implement an adjustment of modification to the plan of the program described in Exhibit A, Description of Services.
- c. Funds awarded to the Contractor have not been expended in accordance with the schedule included in the approved plan of the program described in Exhibit A. After consultation with the Contractor, the County has determined that funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a timely manner consistent with State and federal law, regulations and policies, reverting to the County.
- d. There is a change in State or Federal law or regulation requiring a change in the provisions of this Agreement.
- e. County shall monitor this Agreement by evaluating the performance indicators described in Exhibit A. Contractor will make every effort to keep the performance indicators at the level agreed to in the Agreement; however, if any performance indicator falls below eighty percent (80%) for three (3) consecutive months, the contract may be renegotiated.
- f. Except as provided above, this Agreement may be amended only in writing by the mutual agreement of both parties.

## **Section 8: Management Information Systems Policies and Procedures**

- a. Contractor shall comply with the Job Training Automation (JTA) system policies and procedures contained in the Workforce Investment Act Handbook as amended and revised, and any directive or other bulletin issued which clarifies or modifies County policies and procedures.
- b. If the Contractor conducts eligibility determination, Contractor shall assure that only eligible participants (supported with documentation) are enrolled in the program funded under this Agreement. Failure of this condition shall entitle County to recover disallowed costs incurred by any ineligible participant.

## **Section 9: Accounting and Cash Management**

- a. Contractor will comply with controls, record keeping and fund accounting procedure requirements of WIA, Federal and State regulations and directives to ensure the proper accounting for program funds paid under this agreement.

- b. Contractor shall maintain fiscal accounts in a manner sufficient to permit tracking of funds received and levels of expenditures. Records and books shall be auditable and up to date at all times.
- c. Income (including interest income) generated as a result of the receipt of funds under this agreement will be utilized in accordance with the policy and procedure established by the County. Contractor will account for any such income generated separately.
- d. Contractor shall immediately advise County of any improper or fraudulent use of funds under this Agreement, any misinformation supplied to County, or any circumstances giving rise to possible or apparent misuse of funds and do the following:
  - 1. All such instances must be reported to the Compliance Review Division (CRD) and the Office of Inspector General (OIG) at the following addresses:  
Compliance Review Division  
722 Capitol Mall MIC 22M  
PO Box 826880  
Sacramento, CA 94280-0001  
  
Department Of Labor, Office of the Inspector General  
200 Constitution Avenue, NW  
Room S-5502  
Washington, DC 20210
  - 2. A written report must be filed within one day of detection or discovery of the incident.
- e. Contractor may be required to establish a separate bank or trust account for funds received, and shall maintain a separate fund accounting for these funds.
- f. Contractors that are public or non-profit entities with a fixed unit price agreement shall use revenues in excess of costs, or so called “profits” for the following purposes:
  - 1. Add the “profit” to funds committed to the program and use it to further program objectives; or
  - 2. Deduct the “profit” from the fixed unit price performance billing in determining the net amount on which WIA share of billing will be used;
  - 3. Use the “profit” to satisfy the WIA matching requirements, if applicable.

In addition, Contractor shall:

- 1. Submit the amount of excess revenue or “profit” to San Mateo County WIB within 45 days after the end of the fiscal year; and

2. Maintain the necessary financial records which account for the use of these funds, in anticipation of possible audit.
  3. Remit immediately to the San Mateo County WIB any excess revenue which will not be utilized within one year after the end of the fiscal year in which it was earned.
- g. Costs incurred before and after the effective dates of the Agreement will not be allowed.
  - h. Contractor shall report any additional or unexpected funds received in conjunction with the services provided under the terms of this Agreement to the County upon receipt of such funds or notification of award of such funds.

### **Section 10: Reporting**

- a. Contractor will compile and submit reports of activities, expenditures, status of cash and closeout information by the specified dates as prescribed by the County.
- b. Contractor shall submit an invoice/report within 15 calendar days after the end of each month unless a different due date is granted in writing by the County Representative.

### **Section 11: Grievance and Complaint System**

Contractor will establish and maintain a grievance and complaint procedure in compliance with WIA, Federal Regulations and State Statutes, Regulations and Policy and Peninsula Works MOU.

### **Section 12: Conflicts**

- a. Contractor will cooperate in the resolution of any conflict with the U.S. Department of Labor which may occur from the activities funded under this Agreement.
- b. In the event of a dispute between the Contractor and the County over any part of this Agreement, the dispute may be submitted to non-binding arbitration upon the consent of both the Contractor and the County. An election for arbitration pursuant to this provision will not preclude either party from pursuing any remedy for relief otherwise available.

### **Section 13: Audits**

- a. The Contractor shall maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors.
- b. The Contractor and/or auditors performing monitoring or audits of the Contractor or its subcontracting service providers will immediately report to the County any

incident of fraud, abuse or other criminal activity in relation to this Agreement, the WIA, or its regulations.

- c. Before any funds are issued under this Agreement the Contractor will submit, to the County, the findings of the most recent audit. The Contractor will demonstrate that its financial accounting systems are adequate to satisfy Federal audit requirements per Federal Register, 20CFR, Section 629.42, dated February 12, 1988.
- d. Contractors that are public school districts, community college districts, or non-profit organizations, receiving \$25,000 or more in federal funds will be required to arrange for a financial compliance audit, in accordance with OMB A-110, or A-133 as applicable. Private-for-profit contractors are required to have an audit in accordance with the Workforce Investment Act. This audit must be conducted by an independent CPA chosen through a proper selection process. The cost, or portion of the cost, of such an audit is an allowable expense under WIA if specifically provided for in the cost detail and made a part of this Agreement as reflected in Exhibit B for cost reimbursable agreements. For fixed price agreements the cost of the audit may be negotiated as part of the total fixed price. There will be no further reimbursement for audit costs beyond the fixed price unless specifically identified in the agreed upon budget as a cost reimbursable item. A copy of this audit report must be furnished to the Workforce Investment Board within 15 days of the receipt of the audit report from the auditor.  
WIA funds must be shown on the audit report separately and distinctly from the other funds of the Contractor and in accordance with the Federal catalog number. Any audit findings, questioned costs and disallowed costs affecting the WIA funds must be specifically reported and identified in the audit report.

e. Responsibility for Audit Exceptions

- 1. Audit exceptions are defined as any unfavorable finding in any audit of Contractor's performance under this Agreement. Contractor is aware and is hereby on notice that any and all failure to comply with the Act, all rules, regulations, and amendments promulgated thereunder, relevant Federal, State, and local statutes, rules, and regulations, including requirements of the County, may result in Contractor liability to repay part or all of the funds under this Agreement.
- 2. Contractor will notify County in writing immediately of any audit exception(s). County may at that time or anytime thereafter, give notice of intent to terminate this Agreement subject to satisfactory corrections within thirty (30) days.
- 3. Contractor agrees to correct and resolve all audit exceptions to County's satisfaction and agrees to give such response to County as County deems necessary regarding any audit exception. Contractor is aware and is hereby on notice that audit exceptions may result in County liability to the United States Department of Labor and the State of California, among others, for part or all of the funds provided under this Agreement and so agrees to pay

to County the full amount of County liability resulting from said audit exceptions attributable to the Contractor.

#### **Section 14: Disallowed Costs**

Contractor will be liable for and will repay, to County, any amounts expended under this agreement found not to be in accordance with WIA including, but not limited to, disallowed costs. Such repayment will be from funds (non-Federal) other than those received under the WIA.

#### **Section 15: Subcontracting**

The system for awarding contracts will contain safeguards to ensure that the Contractor does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds or who have been debarred from receipt of federal funds.

#### **Section 16: Educational Assistance Program Funds**

Contractor shall report and pay to County any income received from student's Federal and State educational assistance grants, such as PELL grants, Supplemental Educational Opportunity Grants (SEOG), and other educational assistance programs. Receipt of such income plus WIA funds for the same training services may constitute double billing unless the WIA expenses are properly reduced. The report and payment shall be made to the county within 15 calendar days after the month that the educational assistance grant is received by the Contractor.

#### **Section 17: Disclosure of Confidential Information**

County and Contractor agree to maintain the confidentiality of other information concerning applicants, participants, or their families, which may be obtained through application forms, interview, tests, reports from public agencies, counselors, or any other source. Without permission of the applicant or participant, such information shall be divulged only as necessary for purposes related to the performance or evaluation of the Agreement, and then only to person having responsibilities under the Agreement, including those furnishing services to the project under Contractor and to governmental authorities, to the extent necessary for the proper administration of law.

#### **Section 18: Cash Advances**

- a. An initial cash advance, not to exceed the projected expenses for up to a six-week period, may be paid to Contractor upon submission of a written request and justification of the need for the advance that is acceptable to the County. Any Contractor receiving a cash advance is required to establish an interest income account to which all interest earned on advances must be posted quarterly and paid to the County. Subsequent advances would only be made



upon request, provision of similarly acceptable justification of need, and after a reconciliation of prior advance and earned benchmark payments.

To maintain the element of risk to the Contractor, no advance will be made for the last six weeks of the contract. Further, irrespective of any other policy provisions, the County will solely determine a Contractor's potential for earning any requested advances based on a review of actual, ongoing, performance and reserves the right **not to advance** or to alternatively require a performance bond, irrevocable line of credit, title to property or other collateral.

- b. Contractor agrees to comply with specific plan for repayment of cash advance as outlined in Exhibit B.
- c. For any Agreement in which unexpected funds resulting from cash advances remain upon completion or termination of this Agreement, such funds shall be returned to County within sixty (60) days of the termination of Agreement.

## **Section 19: Nondiscrimination Clause**

- a. The conduct of the Contractor will be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated thereunder and the provisions of WIA, Section 188. In addition:
  - 1. During the performance of this agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, pregnancy, disability and denial of family care leave. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and its subcontractor shall comply with all [executive orders](#), including but not limited to Executive Order 11245 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60), the provisions of the Fair Employment and Housing Act (Governmental Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, and Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 1299(a-f), set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract or its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
  - 2. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

## **Section 20: Subcontracting**

- a. Any of the work or services specified in this agreement which will be performed by other than by the Contractor will be evidenced by a written agreement specifying the terms and condition of such performance.
- b. The Contractor will maintain and adhere to an appropriate system, consistent with federal, State and local law, for the award and monitoring of contracts which contain acceptable standards for insuring accountability.
- c. The system for awarding contracts will contain safeguards to ensure that the Contractor does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

## **Section 21: Standards and Sanctions**

- a. The Contractor is expected to make its best effort to achieve the standards set forth, and is subject to sanctions in the event that substantial compliance is not achieved.
- b. To the extent that the Contractor's performance adversely affects the County's performance, such sanctions will be applied to the Contractor in a manner consistent with Federal and State regulations.

## **Section 22: Confidentiality Requirements**

The County and the Contractor will exchange various kinds of information pursuant to this agreement. That information will include data, applications, program files and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs.

The Contractor and the County agree that:

- a. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- b. Each party shall provide written instructions to all its employees with access to information provided by the other party of the confidential nature of the information and of the penalties for unauthorized use or disclosure found in section 1798.55 of the Civil Code, section 502 of the Penal Code, section 2111 of the Unemployment Insurance Code, section 10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.

- c. Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- d. Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media re to be degaussed or returned to the other party.
- e. If the County or Contractor enters into an agreement with a third party to provide WIA services, the County or Contractor agree to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.
- f. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation.

### **Section 23: Termination for Cause**

The County has the right to withdraw from this Agreement if it is determined that Contractor has breached any section of this Agreement.

ATTACHMENT *I*

**Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended**

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- ☐ a. Employs fewer than 15 persons.
- ☒ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Todo Ellis  
Name of 504 Person - Type or Print

FSC, Inc  
Name of Contractor(s) - Type or Print

500 Boylston St #600  
Street Address or P.O. Box

Boston, MA 02116  
City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

[Signature]  
Signature

CFO  
Title of Authorized Official

10/11/12  
Date

\*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

**Attachment II  
County of San Mateo  
Contractor's Declaration Form**

**I. CONTRACTOR INFORMATION**

Contractor Name:	FSG	Phone:	(415) 397-8500
Contact Person:	Lalitha Vaidynathan	Fax:	(415) 397-8501
Address:	123 Mission – Floor 8 San Francisco, CA 94105	Number of Employees:	

**II. EQUAL BENEFITS** (check one or more boxes)

*Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.*

- ☒ Contractor complies with the County's Equal Benefits Ordinance by:
- ☒ offering equal benefits to employees with spouses and employees with domestic partners.
  - ☐ offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- ☐ Contractor does not comply with the County's Equal Benefits Ordinance.
- ☐ Contractor is exempt from this requirement because:
- ☐ Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
  - ☐ Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to offer equal benefits when said agreement expires.

**III. NON-DISCRIMINATION** (check appropriate box)


- ☐ Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- ☒ No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

**IV. EMPLOYEE JURY SERVICE** (check one or more boxes)

*Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.*

- ☒ Contractor complies with the County's Employee Jury Service Ordinance.
- ☐ Contractor does not comply with the County's Employee Jury Service Ordinance.
- ☐ Contractor is exempt from this requirement because:
- ☐ the contract is for \$100,000 or less.
  - ☐ Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to comply when the collective bargaining agreement expires.

**I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.**

  
Signature  
OCT 5<sup>TH</sup> 2012  
Date

LA LITHA VAIDYANATHAN  
Name  
MANAGING DIRECTOR  
Title