

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

M117137-7100

PURCHASING AUTHORITY NUMBER (If Applicable)

EDD-7100

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

CONTRACTING AGENCY NAME

Employment Development Department

CONTRACTOR NAME

Humboldt County Workforce Development Board

2. The term of this Agreement is:

START DATE

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

THROUGH END DATE

April 30, 2027

3. The maximum amount of this Agreement is:

\$600,000.00 (Six Hundred Thousand Dollars and Zero Cents)

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

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+ - Exhibit F*	Funding Opportunity Announcement/Solicitation for Letters**	
+ - Exhibit G*	Contractor's Response to Solicitation for Letters**	
+ -	**Items shown with a double asterisk (**) are hereby incorporated by reference and made part of this Agreement as if attached hereto.	

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

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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

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

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

Humboldt County Workforce Development Board

CONTRACTOR BUSINESS ADDRESS

825 5th Street, Suite 112

CITY

Eureka

STATE

CA

ZIP

95501

PRINTED NAME OF PERSON SIGNING

Elishia Hayes

TITLE

Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Employment Development Department

CONTRACTING AGENCY ADDRESS

722 Capitol Mall, MIC 62-C

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Lauren Prizmich

TITLE

Chief, Office of Procurement Contracting & Admin

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM Vol. 1 Section 4.06

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

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

State Agency

Employment Development Department
Attn: Bethany Smith
722 Capitol Mall, MIC 50
Sacramento, CA 95814
Phone: 916-288-2682
E-Mail: Bethany.smith@edd.ca.gov

Grantee

Humboldt County Workforce Development Board
Attn: Elishia Hayes, Director
825 5th Street, Suite 112
Eureka, CA 95501
Phone: (707) 476-2386
E-mail: ehayes@cohumboldt.ca.us

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

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

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

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

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

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

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

- v. Developing, testing, and refining strategies for assisting job seekers with disabilities in obtaining public sector employment.

5. Required Partnerships

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

6. Required Collaboration

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

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- B. The Grantee is required to be an active member of a state level workgroup with the EDD, the DOR, the DOR-AJCC Collaboration Technical Assistance provider, and other stakeholders. This includes ensuring a Grantee representative is in attendance and is an active participant at regularly scheduled workgroup meetings and contributes to workgroup deliverables and work products.

7. Default Provisions

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

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

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

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

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

8. Required Notices

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

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

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SCOPE OF WORK
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9. Key Personnel Changes

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

10. Contract Amendments

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

A. Request for amendments must:

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

B. Funding Amendments:

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

C. Period of Performance Amendments:

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

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

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

11. DOR-AJCC Collaboration Clause

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

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

12. DOR-AJCC Collaboration Glossary of Terms

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

DOR-AJCC Collaboration Technical Assistance and Developmental Evaluation

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

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

Grantee Name: Humboldt
Project Name: DOR-AJCC Collaboration

Target Region and Population

Humboldt County, located in Northern California, has an estimated population of 133,026 as of 2024. Approximately 14.3% of residents under the age of 65 have a disability, equating to about 19,000 individuals. Notably, one in four adults in the county is either 65 years or older or has a disability. Given the rural geography and population spread, many individuals face limited access to services.

Within the population of people with disabilities, several intersectional underserved communities are identified. Veterans, with approximately 6,576 residing in the county, represent a significant group. People experiencing homelessness are another key population, as housing shortages and economic challenges continue to exacerbate the issue. Individuals with a history of incarceration also face additional barriers to employment and access to services. Profoundly rural communities, where geographical isolation severely limits access to employment services and resources, are particularly underserved. Humboldt County also includes a significant population of racial and ethnic minorities, such as Hispanic/Latino residents (13.58%) and Native American residents (5.46%).

Challenges in Recruiting People with Disabilities for AJCC Services

Recruiting individuals with disabilities into America's Job Center of California (AJCC) services is hindered by several challenges. Many service providers lack expertise in identifying or effectively serving individuals with disabilities, which limits their ability to provide tailored support. Programs are often impacted by high demand and limited resources, creating additional strain. There is also confusion about the overlap of services, which makes it difficult for individuals to understand program availability and eligibility. These challenges are further compounded by geographical barriers, particularly in profoundly rural areas where knowledge of and access to the AJCC services are limited.

Challenges in Co-Enrollment between AJCC and DOR Programs

Co-enrollment between the AJCC and the Department of Rehabilitation (DOR) programs also faces significant barriers. Clients often do not communicate that they are enrolled in both services, leading to missed opportunities for integrated support. The reference and referral systems are outdated and lack the nuance needed to ensure smooth transitions and effective tracking of client progress. Additionally, unclear overlap of services creates confusion for both clients and staff regarding responsibilities and available supports.

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

Barriers to Securing Employment for People with Disabilities

Securing employment for individuals with disabilities presents further difficulties. Efforts to engage employers often suffer from a lack of coordination between the AJCC and the DOR, resulting in overlap and inefficiencies. As of 2024-2025 AJCC enrollment in Humboldt, approximately 41% report having a disability. Staff may not have sufficient training on how to represent individuals with disabilities to potential employers or how to address misconceptions. Furthermore, a lack of understanding about how employment may impact benefits can discourage individuals with disabilities from seeking or accepting jobs.

Need for Investment:

Investment is critical to address these challenges, particularly in rural and profoundly rural areas where the need is greatest. Capacity building is urgently needed to ensure adequate staffing, resources, and infrastructure to expand access to services. Funding is required to modernize systems, improve outreach, and strengthen collaboration between the AJCC, the DOR, and other partners. These improvements will help address service gaps, clarify the overlap between programs, and provide better education for staff and employers, ultimately offering more tailored support for underserved populations.

Estimated Number of Participants

The Local Workforce Development Area (LWDA) anticipates serving approximately 40 participants through this Project. This initiative is designed as a pilot project, with the goal of developing procedures and acquiring the necessary training to expand and scale the program in the future.

Project location(s)

The Project will largely operate at Humboldt County's comprehensive America's Job Center of California (AJCC) located at 2420 6th Street, Eureka, CA. This central location will serve as the hub for delivering services and implementing the key components of the Grant.

Key Positions

Key positions will be assigned to ensure the Project's success, starting with the AJCC Supervisor, who will take on the role of Disability Resource Coordinator for the initial phase of the project. This role is crucial in overseeing and coordinating disability-related services and ensuring the effective implementation of Project goals. To further enhance service delivery and build staff capacity, two vocational counselors will serve as Disability Services Navigators. This arrangement will allow for cross-training, ensuring that both vocational counselors gain expertise in navigating disability-related resources and supporting participants effectively.

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

The role of Disability Benefits Planner/Work Incentives Practitioner, which provides critical guidance to individuals on how employment impacts their benefits, will be filled by the Department of Rehabilitation's (DOR) staff member currently assigned to this role. This collaboration will allow participants to access these specialized services without delay. However, the grant will also be used to explore long-term strategies for staffing this position in the future, ensuring the sustainability of benefits planning services.

Finally, the AJCC and the DOR will use this Project to explore the possibility of co-locating a DOR staff member at the AJCC. This potential collaboration would increase access to critical information for participants and provide ongoing training opportunities for the AJCC staff. By bringing the DOR expertise directly to the AJCC, the partnership aims to streamline services and improve outcomes for individuals with disabilities seeking employment and other support.

This staffing plan ensures the Project is positioned to meet its objectives while building a foundation for sustainable, integrated services for individuals with disabilities in Humboldt County.

Partnerships

The Humboldt office of the Department of Rehabilitation (DOR), located at 1330 Bayshore Mall Way Ste 101, Eureka CA, will be the primary DOR location partnering on this Project. The DOR will initially provide the Disability Benefits Planner/Work Incentive Practitioner role through a staff member based out of the Santa Rosa office who is assigned to serve the Humboldt region. This role is defined as part of the region's existing AJCC Memorandum of Understanding (MOU). However, should additional Agreements be necessary to support this Project, the region will ensure that they are established in a timely manner.

As a key partner, the DOR will provide critical services and support to individuals with disabilities. The Disability Benefits Planner/Work Incentive Practitioner will assist participants with understanding how employment impacts their benefits and guide them through the complexities of benefits planning. The DOR will also collaborate with the AJCC to explore long-term strategies for staffing this role in the future. Additionally, the DOR will support the Project by providing training and technical assistance to the AJCC staff to enhance their capacity to deliver disability-inclusive services. To further strengthen this partnership, the DOR and the AJCC will collaborate on reference and referral activities targeting gaps in funding and services to ensure participants receive the most value from their experience. The goal will also be to reduce duplication and overlap of services. These activities aim to streamline service delivery, improve access to resources, and address unmet needs in the region.

Grant funding will be used to support staffing and activities that build system and staff capacity, foster meaningful partnerships, and transform service delivery systems in the Humboldt region. The Project will emphasize a person-centered approach to services, fostering a culture of integrated services within the AJCC. This funding will result in improved service delivery systems that demonstrate increased employment outcomes for individuals with disabilities.

ATTACHMENT A-1
PROJECT NARRATIVE
(Standard Agreement)

The Local Workforce Development Area (LWDA) will participate in state-level activities coordinated by the DOR, the EDD, and a funded Technical Assistance and Developmental Evaluation provider. These activities may include technical assistance and training, participation in Communities of Practice, and involvement in a statewide Disability Services Workgroup alongside other projects and peer mentors. The LWDA will also engage in ongoing research and evaluation of project data, milestones, outcomes, and sustainability strategies to ensure the effectiveness of service delivery.

Through this partnership with the DOR, the AJCC staff will work closely with state entities to develop and test policies and systems changes that could be implemented statewide in the future. By addressing gaps in services and enhancing collaboration through activities like reference and referral improvements, this partnership will contribute to the success of the Project. The result will be a model for providing comprehensive support and improving employment outcomes for individuals with disabilities, both in Humboldt County and across the state.

Leveraging Resources

Leveraged resources will play a vital role in maximizing the Project's impact. The AJCC will build upon existing partnerships with the DOR and other community organizations to share expertise, streamline services, and address funding gaps. By utilizing the DOR's resources and expertise, particularly in benefits planning and disability services, the Project will maximize its return on investment. Additionally, leveraging technical assistance and training provided through state-level activities will further enhance staff capacity and service delivery while fostering sustainability.

The Project will braid funding streams, leverage human capital, and utilize additional resources to ensure success. WIOA Title I and Title IV funds will be integrated with project resources to create a comprehensive service delivery model. Title I funds will support workforce development activities, such as job placement and training, while Title IV funds will provide specialized disability services through the DOR. The cross-training of AJCC staff and collaboration with the DOR experts will ensure that all team members are equipped to deliver high-quality, integrated services.

Sustainability and Impact

The use of WIOA Title I and Title IV funds, combined with leveraged partnerships and the braiding of funding sources, will ensure the Project's success and sustainability. The collaborative efforts between the AJCC and the DOR will establish a scalable and effective service delivery model, addressing the needs of individuals with disabilities while laying the groundwork for long-term systems change. By aligning resources, integrating disability-specific roles into broader staff responsibilities, and investing in capacity building, the Project will create a sustainable framework for improving employment outcomes for individuals with disabilities across Humboldt County and beyond.

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

1. Fiscal Reporting Requirements

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

Email: WSBSpecialPopulations@edd.ca.gov

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

2. Project Reporting Requirements

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

3. Services to Participants

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

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

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

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

4. Reporting Clause

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

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Standard Agreement)

1. Invoicing and Payment

- A. The total amount of this Contract shall not exceed Six Hundred Thousand Dollars and Zero Cents (\$600,000.00). The EDD will closely monitor the Contract expenditures through the end of April 30, 2027.
- B. All invoices must be submitted on a monthly basis, twenty (20) days after the end of the month. If invoices will not be received timely, written justification must be provided within fifteen (15) days prior to the due date.
- C. All final invoices must be submitted by **June 30, 2027**. Any remaining funds will be disencumbered after **June 30, 2027**, unless preauthorized by the EDD.
- D. Administrative costs must not exceed 10 percent of the award. If the funds are not fully encumbered, administrative costs must not exceed 10 percent of the total amount encumbered.
- E. All invoices must be submitted using the template provided after the signing of this Contract and include the Monthly Status Report (MSR).
- F. All invoices should submit supporting documentation for each charge.
- G. Quarterly projected expenditures must be submitted to the EDD Project Manager using the template provided.
- H. Invoices must be submitted even if there are \$0 expenditures for the reporting month.
- I. All invoices shall be sent monthly with the corresponding supporting documentation and monthly report of activities performed during the invoiced month to the EDD contact below for review and approval:

Email: WSBSpecialPopulations@edd.ca.gov

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

2. Withholding of Grant Disbursements

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

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Standard Agreement)

3. Budget Contingency Clause

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

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

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

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

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

EDD Contract No. M117137-7100
EDD/HUM
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DOR-AJCC Collaboration

Grantee:	Humboldt County Workforce Development Board
Project Name:	DOR-AJCC Collaboration

Line Item	Expense Item	Administrative Costs ¹	Program Costs	Total Project Budget
Direct Costs				
A.	Staff Salaries	\$30,000.00	\$94,742.00	\$124,742.00
B.	Number of full-time equivalents (2)			
C.	Staff Benefit Cost	\$5,000.00	\$80,258.00	\$85,258.00
D.	Staff Benefit Rate (percent) (70%)			
E.	Staff Travel	\$0.00	\$ 7,000.00	\$7,000.00
F.	Operating Expenses	\$0.00	\$23,000.00	\$23,000.00
G.	Participant Activities	\$0.00	\$300,000.00	\$300,000.00
H.	Furniture and Equipment			
1.	Small Purchase (unit cost of under \$5,000)	\$0.00	\$0.00	\$0.00
2.	Large Purchase (unit cost of over \$5,000)	\$0.00	\$0.00	\$0.00
3.	Equipment Lease	\$0.00	\$0.00	\$0.00
I.	Contractual Services			
1.	Subawards ²		\$0.00	\$0.00
2.	Contractual Goods/Services ³		\$0.00	\$0.00
J.	Other	\$0.00	\$0.00	\$0.00
Indirect Costs				
K.	Indirect Costs ⁴	\$25,000.00	\$35,000	\$60,000.00
	Indirect Costs Rate (percent) = (CAP 10%)			
Total Costs				
		Total Administrative Costs	Total Program Costs	Total Award
		\$60,000.00	\$540,000.00	\$600,000.00

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

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

²A subaward is an award provided by a Grantee to a subrecipient to carry out a portion of the state program, including programmatic deliverables, and is required to meet all programmatic compliance requirements. Characteristics of subrecipients may include: Determines eligibility for the program; performance is measured against the objectives of the program; maintains programmatic control or independent discretion over work; responsible for adherence to applicable program compliance requirements; or directly supports goals of grant. A subaward may be provided through any form of legal agreement, including an agreement that the Grantee considers a Contract. Subawards are not required to meet procurement regulations.

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

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

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

1. Allowable Cost Items

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

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

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

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

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

2. Disallowable Cost Items

The following costs are ineligible uses of grant funds:

- Exceeding the 10 percent cost cap for Administrative costs.

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

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

ATTACHMENT B-3
ADMINISTRATIVE COSTS
(Standard Agreement)

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

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

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

3. Administrative v. Program Costs:

- A. Personnel and related non-personnel costs of staff that perform both administrative functions specified in item 2 of this section and programmatic services, or activities must be allocated as administrative or program costs to the benefitting cost objectives/categories based on documented distributions of actual time worked or other equitable cost allocation methods.
- B. Specific costs charged to an overhead or indirect cost pool that can be identified directly as a program cost are to be charged as a program cost. Documentation of such charges must be maintained.
- C. Awards to subrecipients or contractors that are solely for the performance of administrative functions are classified as administrative costs.
- D. Except as provided item 2 of this section, all costs incurred for functions and activities of subrecipients and contractors are program costs.
- E. Continuous improvement activities are charged to administration or program category based on the purpose or nature of the activity to be improved. Documentation of such charges must be maintained.

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

- A. Tracking or monitoring of participant and performance information.
- B. Employment statistics information, including job listing information, job skills information, and demand occupation information.
- C. Performance and program cost information on eligible providers of training services, youth activities, and appropriate education activities.
- D. Local Workforce Development Area performance information.
- E. Information relating to supportive services and unemployment insurance claims for program participants.

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

1. Subcontractors or Subgrantees

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

2. Staff Expenses

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

3. Public Contract Code (Consultant Services)

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

4. Contractor Evaluation

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

5. Termination Clause

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

6. Advance Work

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

7. Force Majeure

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

8. Avoidance of Conflicts of Interest by the Grantee

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

9. Travel Clause

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

10. Disputes

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

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

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

12. The Grantee shall cooperate with the EDD, the DOR, and the DOR-AJCC Collaboration Technical Assistance and Evaluation provider to provide timely responses to any requests for data and/or reports the EDD, the DOR, and/or the DOR-AJCC Collaboration TA and DE provider deem necessary for the oversight of the DOR-AJCC Collaboration. The Grantee further understands and agrees that this data will be shared with the EDD, the DOR, the California Labor and Workforce Development Agency, the DOR-AJCC Collaboration Technical Assistance and Evaluation provider, and any other stakeholders.
13. The Grantee is responsible for the DOR-AJCC Collaboration activities identified in the narrative submitted to the EDD in response to the Solicitation for Letters (SFL), which is attached to and made a part of this Agreement.
14. The Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in the Grantee submission in response to the SFL, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.
15. Executive Order N-6-22 – Russia Sanctions

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