

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 18-DRWD-23003
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PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR NAME  
County of Ventura

2. The term of this Agreement is:

START DATE  
Upon HCD Approval

THROUGH END DATE  
6/30/2026

3. The maximum amount of this Agreement is:  
\$7,477,193.00

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

Exhibits	Title	Pages
Exhibit A	Authority, Purpose, and Scope of Work	7
Exhibit B	Budget and Payment Provisions	6
Exhibit C*	State of California General Terms and Conditions	GTC 4/17
+ - Exhibit D	CDBG-DR Workforce Development Program Terms and Conditions	31
+ - Exhibit E	Special Terms and Conditions	3
+ - Exhibit F	Detailed Scope of Work, Budget, and Application	75
+ - Exhibit G	Subrecipient Profile	3

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>


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.)  
County of Ventura - Workforce Development Board

CONTRACTOR BUSINESS ADDRESS 2901 N. Ventura Blvd.	CITY Oxnard	STATE CA	ZIP 93036
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PRINTED NAME OF PERSON SIGNING Melissa Livingston	TITLE Director
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CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED October 25, 2024
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**SCO ID:**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>18-DRWD-23003</b>	PURCHASING AUTHORITY NUMBER (If Applicable)
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**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

651 Bannon St., Suite 400

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

**Crystal Alvarez**

TITLE

Contract Services Section Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

*Crystal Alvarez*

DATE SIGNED

**10/29/2024**

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 06/12/1981)

## EXHIBIT A

### AUTHORITY, PURPOSE, AND SCOPE OF WORK

#### 1. Authority & Purpose

The California Department of Housing and Community Development (hereinafter “Department”) is the lead and responsible entity for administering the Community Development Block Grant – Disaster Recovery Workforce Development Program (hereinafter “DR-Workforce”) funds appropriated under Public Laws 115-254 and 116-20 and allocated to the State of California by the U.S. Department of Housing and Urban Development (hereinafter “HUD”). Community Development Block Grant – Disaster Recovery (hereinafter “CDBG-DR”) is used by the State of California to support recovery efforts in areas impacted by the Federal Emergency Management Agency’s Major Disaster Declarations DR-4407 and DR-4382. DR-Workforce programs are funded by CDBG-DR to address the need for skilled trades and specialized training and increase economic opportunities for low- to moderate-income persons.

#### 2. Scope of Agreement

##### A. Grant Funds

Subject to the terms and conditions of this Standard Agreement (hereinafter “Agreement”), the Department has allocated and agrees to provide grant funds up to the maximum amount identified in the Standard Agreement STD 213 Form to **County of Ventura** (hereinafter “Subrecipient”) for all Work (defined below) identified in this Agreement (hereinafter “Subrecipient Award”). All payments made to the Subrecipient will adhere to the provisions described in Exhibit B, Section 6 (Method of Payment) herein. In no instance shall the Department be liable for any costs in excess of the approved as shown in the Budget section in Exhibit F, nor for any unauthorized or ineligible costs or expenses.

This Agreement governs the Subrecipient Award and each individual Program thereafter proposed by the Subrecipient and approved by the Department (each an “Approved Activity”, and collectively the “Approved Activities”), the budget for each of which is to constitute some portion of the Subrecipient Award. The cumulative total amount of all Approved Activities for DR-Workforce funding shall not exceed the total amount of the Subrecipient Award.

##### B. Implementation of Agreement

By entering into this Agreement and thereby accepting the Award of grant funds, the Subrecipient agrees to comply with and implement this Agreement in a manner satisfactory to the Department and HUD and consistent with all

## EXHIBIT A

applicable laws, regulations, policies and procedures that may be required as a condition of the Department providing the grant funds, including but not limited to, all applicable DR-Workforce Administration and Compliance requirements set forth by this Agreement, and in accordance with the NOFA Application (hereinafter "Application") documentation previously provided by the Subrecipient, attached to Exhibit F, and made a part hereof. The Department's providing of grant funds under this Agreement is specifically conditioned on Subrecipient's compliance with this provision and all terms and conditions of this Agreement, the most recently published version of the Department's [State CDBG-DR Action Plan for 2018 Disasters](#) and [Program Policies and Procedures](#), and any amendments thereto, all applicable Federal Register notices (including future Federal Notices), and the requirements of the authorities cited above, as all of the same may be amended from time to time.

This Agreement is subject to written modification and termination as necessary by the Department in accordance with requirements contained in any future state or federal legislation and/or state or federal regulations. All other modifications must be in written form and approved by both parties.

### 3. Subrecipient Scope of Work

- A. The Subrecipient scope of work (hereinafter "Work") for this Agreement shall consist of the following:

The Subrecipient shall perform the funded activities described in the Work, as detailed in Exhibit F.

All written materials or alterations submitted as addenda to the original Application, and which are approved in writing by the Department are hereby incorporated as part of the Application. The Department reserves the right to require the Subrecipient to modify any or all parts of the Application to comply with CDBG-DR or state program requirements. The Department reserves the right to monitor all Work to be performed by the Subrecipient, its contractors, and subgrantees in relation to this Agreement. Any proposed revision to the Work must be submitted in writing for review and approval by the Department and will require an amendment to this Agreement. Approval shall not be presumed unless such approval is made by the Department in writing.

- B. For the purposes of performing the Work, the Department agrees to provide the amount(s) identified in Exhibit F, Budget Worksheet. Unless amended in writing, the Department shall not be liable for any costs more than the total approved DR-Workforce budget identified herein. The Department shall not, under any conditions, be liable for any unauthorized or ineligible costs.
- C. Approved Activities must meet a CDBG-DR National Objective. DR-

### EXHIBIT A

Workforce programs, as defined in the DR-Workforce Policies and Procedures Manual shall meet the following CDBG-DR National Objectives:

- 1) Benefit to Low/Moderate Income Persons
- D. Subrecipient shall meet all project milestones, project-specific special conditions, budgetary and otherwise, and other requirements, as set forth in this Standard Agreement.
- E. Subrecipient shall comply with all Project closeout procedures, timely and accurately, including responding to the Department's requests for additional information in support of Project closeout.
- F. Subrecipient shall submit requests for reimbursement (Financial Reports) to the Department no less frequently than quarterly and no more frequently than monthly with end-of-quarter reimbursement requests being due to the Department by the 10th calendar day of the month following the end of the preceding quarter. The Department may require monthly requests for reimbursement. For purposes of this provision, the first full month following the effective date of this Agreement shall constitute the first month of the first quarter. Subrecipient shall submit Financial Reports consistent with the other provisions outlined in this Agreement.
- G. Subrecipient shall collect data and submit reports to the Department in accordance with the reporting requirements detailed in Section 24 of Exhibit D herein.
- H. The Subrecipient shall monitor all Approved Activities in accordance with the requirements of the Subrecipient Monitoring Responsibilities outlined in the DR-Workforce Development Policies and Procedures Manual.

#### 4. Effective Date and Commencement of Work

- A. This Agreement is effective upon approval by the Department representative's signature on page one of the fully executed Standard Agreement, STD 213 Form (the "Effective Date").

Subrecipient agrees that prior to execution of this Agreement by the Department, no Work toward the implementation of the program activities, shall commence, nor shall any costs be paid with CDBG-DR funds incurred or obligated by any party.

Additionally, for public facility-related activities, proof of the recorded DR-Workforce Use Restriction, as required by federal regulation, must be submitted to, and accepted by the Department at close of acquisition and/or prior to the start of construction, when such activities are applicable to an

**EXHIBIT A**

approved training program. If an Application is approved that includes both acquisition and construction, the deed restriction must be recorded at close of acquisition.

5. Term of Agreement and Performance Milestones

- A. Term of Agreement: With the exception of the activities and costs allowed during DR-Workforce grant closeout period as set forth in Exhibit B, Section 9, the Subrecipient shall complete the Work activities and incur all project Activity Costs (does not include Activity Delivery Costs which are due 45 after the expenditure deadline, see Exhibit B Section 6.B. for more details) on or before the Expenditure Deadline. Time is of the essence to ensure complete and compliant Approved Activities before grant closeout.

The Expenditure Deadline for Activity funding is 01/31/2026, unless expressly extended by the Department in writing and in its sole and absolute discretion and subject to any federal or state limitations with respect thereto.

All grant funds, including Activity Delivery, must be expended by the Agreement Expiration Date as set forth in Section 2 of the STD 213

- B. Performance Milestones: Subrecipient shall adhere to the performance milestones below. Time is of the essence with respect to all such milestones.
- 1) For non-Public Service eligible activities only (i.e., acquisition, rehabilitation, improvements to public facilities), Subrecipient must commence the Environmental Record Review (“ERR”) process within one (1) month from the Effective Date of this Agreement with the Department.
  - 2) For non-Public Service eligible activities only (i.e., acquisition, rehabilitation, improvements to public facilities), Subrecipient must successfully complete acquisition or lease within two (2) months from ERR clearance.
  - 3) For non-Public Service eligible activities only (i.e., acquisition, rehabilitation, improvements to public facilities), Subrecipient must begin to incur construction costs (soft cost are eligible), within two (2) months from ERR clearance or, if applicable, two (2) months from acquisition/lease completion.
  - 4) Subrecipient must commence approved training classes and supportive services no later than three (3) months from ERR clearance or construction/acquisition/lease is complete.

**EXHIBIT A**

- 5) Subrecipient must meet the project-specific milestones outlined in the Subrecipient's schedule set forth in Exhibit F. In the event that any Performance Milestones contained in Subrecipient's schedule in Exhibit F conflicts with any Performance Milestones contained in this Exhibit A, then the milestones in Exhibit A shall prevail.
- 6) Subrecipient must expend fifty percent (50%) of the funds authorized in this Agreement at least six (6) months prior to the Expenditure Deadline. Proof of meeting this milestone must be provided in the Financial Report submitted no later than five (5) months from the Expenditure Deadline. For example, if an Expenditure Deadline is December 31st, then the fifty percent (50%) expenditure requirement must be reached six (6) months before that, which is end of June earlier that year and a Financial Report showing proof is due in the next month's July Financial Report.
- 7) Subrecipients with only a Public Service eligible activity (this does not apply to Subrecipients that have as part of their scope of work a non-Public Services eligible activity) must serve fifty percent (50%) of its Beneficiaries identified in Exhibit F no later than six (6) months prior to the Expenditure Deadline. Proof of meeting this milestone must be provided in the Monthly Activity Report submitted no later than five (5) months from the Expenditure Deadline. For example, if an Expenditure Deadline is December 31st, then the fifty percent (50%) beneficiary requirement must be reached 6 months before that date, which is end of June earlier that year, and a Monthly Activity Report showing proof is due in next month's July Monthly Activity Report.
- 8) Subrecipient must serve one hundred percent (100%) of its Beneficiaries identified in Exhibit F prior to the Expenditure Deadline. The Department may allow up to a ten percent (10%) variance, if, in the sole discretion of the Department, it determines that the Subrecipient has demonstrated, for reasons beyond Subrecipient's reasonable control, they were not able to timely meet this requirement.
- 9) Expenditure of all DR-Workforce Activity Funds (excluding eligible Activity Delivery costs for close-out) by the Expenditure Deadline. If Subrecipient fails to fully expend DR-Workforce activity funds by the Expenditure Deadline, the Department reserves the right to disencumber the Subrecipient's Award amount in this Agreement by the amount then unspent.
- 10) For non-Public Service activities, recordation of the 5-Year no change of use restriction must be recorded by the date set forth in Exhibit F project schedule.

**EXHIBIT A**

- 11) Failure to meet performance milestones:
- a) If any performance milestones listed above are not met or not on target to be met, in addition to any other rights and remedies it has hereunder, the Department reserves the right to withhold further payments to Subrecipient (including, but not limited to, reimbursements for Activity Delivery costs) until such time as satisfactory progress is made toward meeting the performance measures.
  - b) The Department has full discretion to determine if the Subrecipient is on target to meet the Expenditure Deadline. Subrecipient shall diligently work with the Department's DR-Workforce staff to promptly submit to the Department:
    - i. a written mitigation plan specifying the reason(s) for the delay;
    - ii. the actions to be taken to complete the task that is the subject of the missed measure deadline; and
    - iii. the date by which the completion of said task will occur.

- 12) The Department, in its sole and absolute discretion, reserves the right to reallocate unspent grant funds from this contract if the Department determines the Subrecipient is unable to meet the performance milestones in a timely manner following the failure to meet said milestones. The Department reserves all rights and remedies available to it in case of a default by Subrecipient of its responsibilities and obligations under the terms of this Agreement. All remedies available to the Department are cumulative and not exclusive.

The Subrecipient and its contractors, as applicable, shall adhere to all performance milestones as established above.

- C. Any changes to the Work set forth in this Agreement must be approved in writing by the Department. Requests for revisions to the Work must be submitted in writing for review and approval by the Department in its discretion. Any approval shall not be presumed unless such approval is made by the Department in writing.



**EXHIBIT A**

6. DR Workforce Development Program Contract Management
- A. Department Contract Manager: The Department Contract Manager for this Agreement is the DR-Workforce Program Manager or the Program Manager's designee. Written communication regarding this Agreement shall be directed to the Department Contract Manager at the following address:
- CA Department of Housing and Community Development  
Division of Financial Assistance – DR-Workforce Development Program  
Attn: Contract Manager  
P.O. Box 952054  
Sacramento, CA 94252-2054 or,  
electronic mail at: [DRWorkforce@hcd.ca.gov](mailto:DRWorkforce@hcd.ca.gov)
- B. Contract Management: Day-to-day administration of this Agreement shall take place via Grants Network, including but not limited to:
- 1) Financial Reports (Funds Requests)
  - 2) Activity Reports
  - 3) Risk Assessments and Due Diligence documents
  - 4) Other Reports, as required
  - 5) Submittal of any and all requested supporting documentation
  - 6) Standard Agreement Issuance and Amendments
- C. Subrecipient Contract Administrator: The Subrecipient Contract Administrator (must be a Subrecipient employee) is identified in Exhibit G, Subrecipient Profile. Unless otherwise directed by the Department, any notice, report, or other communication required by this Agreement shall be directed via Grants Network or written to the Subrecipient's Contract Administrator at the contact information identified in Exhibit G.

## EXHIBIT B

### BUDGET AND PAYMENT PROVISIONS

1. Budget

All approved budget amounts are specified by line item in Exhibit F, section 3, Budget Worksheet.

2. Cost Classification

Subrecipient must classify costs on the budget by distinguishing between Activity Costs, Indirect Costs and Activity Delivery Costs.

3. Other Funding Sources

All other sources of funding required to complete the Approved Activity must be identified, committed, and documented prior to, and as a condition of this Agreement. If at any time, those identified and secured sources change, the Subrecipient must notify the Department within ten (10) calendar days of the Subrecipient's knowledge that funding sources are changing. The terms and conditions of all financing shall be subject to the Department's continuing review and approval. The Department must re-review a Project application at any time there is a change in the amount of, or the material terms and conditions of, any third-party funding for the Work.

4. Availability of Funds

A. The Department's provision of funding to Subrecipient pursuant to this Agreement is contingent on the availability of DR-Workforce funds subject to the requirements that Subrecipients spend eighty percent (80%) of program funds to benefit the MID and must meet the requirement of eighty five percent (85%) of grant-wide funds for LMI benefit, but should strive for one hundred percent (100%), and continued federal and state authorization for DR-Workforce activities. All funding hereunder is subject to amendment or termination due to lack of funds or authorization. Requirements for MID and LMI benefit can be found in greater detail in DR-Workforce published Policies and Procedures.

B. The Department shall be relieved of any obligation for reimbursing the Subrecipient if funds allocated to the State by HUD cease to be available for any reason or there is any limitation on, or withdrawal of, the Department's authority to administer the CDBG-DR program or any portion thereof.

5. Expenditure of Funds

A. Activity Costs

No Activity costs may be incurred, or funds reimbursed, until and unless

## EXHIBIT B

Subrecipient provides documented compliance with the National Environmental Protection Act (NEPA) requirements established in 24 CFR 50, 24 CFR 58, and 42 USC 4321, et seq. and California Environmental Quality Act (CEQA); California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000 – 15387 as referenced in Exhibit D, section 14.

Activity Delivery Costs may be incurred prior to documented NEPA and CEQA compliance. See Section 6(A)(2) below for reimbursement requirements of Activity Delivery costs.

### B. Priority of Funds

The Grantee agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. To the extent available, the Subrecipient must first disburse funds available to the Approved Activity from, among other sources, Subrecipient funding, third-party loans or grants, contract settlements, audit recoveries, and interest earned on such funds before requesting or receiving DR-Workforce funds.

### C. Withholding Funds

The Department reserves the right to withhold payments pending timely delivery of activity reports or documents as may be required under this Agreement, and for defaults by the Subrecipient, as noted in Exhibit D.

### D. Disencumbering of Surplus Funds

Notwithstanding the terms in Exhibit A Section 5.B.9, the Subrecipient agrees that funds determined by the Department to be surplus upon completion of the Approved Activity, or that have not been spent on eligible costs prior to the Expenditure Deadline, will be subject to disencumbrance by the Department.

### E. Indirect Costs

The Department will consider reimbursement of indirect cost expenditures from Subrecipients that have an approved Indirect Cost Rate Proposal from the Department, HUD, or other cognizant federal agency. If Subrecipient does not have an approved Indirect Cost Rate Proposal, Subrecipient may utilize the de minimis rate of ten percent (10%) of modified total direct costs (MTDC) which may be used indefinitely or until the Subrecipient chooses to negotiate for a new rate based on an indirect cost proposal. prior to submission of Financial Reports for reimbursement of indirect cost expenditures. Procedures for establishing an indirect cost rate can be found at 2 CFR 200.414. All indirect costs that may be reimbursed with grant funds should be shown separately on Exhibit F, Budget Worksheet.

## EXHIBIT B

### F. Compliance with the OMB Uniform Guidance Audit Requirements

Grant funds will not be disbursed to any Subrecipient identified by the State Controller's Office (SCO) as non-compliant with the Federal Single Audit Act, as described in the OMB Uniform Guidance and 2 CFR Part 200 Sub-Part F. No funds may be disbursed until compliance with the Uniform Guidance is demonstrated to the satisfaction of the Department.

### G. Grant Administration

The Subrecipient agrees to administer this Agreement in accordance with the provisions of Section 7097 through and including Section 7126 of Title 25 of the California Code of Regulations.

## 6. Method of Payment

Payments will be made directly to the Subrecipient as reimbursements for Eligible Activity Costs based on the documented and satisfactory completion of agreed upon performance milestones detailed in Subrecipient Scope of Work as indicated in Exhibit A, and confirmation of Subrecipient's compliance with the terms of this Agreement. No funds will be advanced to the Subrecipient by the Department.

Financial Reports must be submitted electronically through Grants Network. The Department will not authorize payments or reimbursements unless it has determined that the activities indicated in the Financial Report have been performed in compliance with the terms of this Agreement and any other agreements executed by the parties in connection herewith. Except for the Final Financial Report (see Section 6.B. of this Exhibit), Financial Reports shall be submitted by the Subrecipient to the Department no less frequently than quarterly and no more frequently than monthly by the 10<sup>th</sup> of each month.

### A. Reimbursements for Costs Incurred

- 1) The Subrecipient may use grant funds for reimbursement by the Department for Eligible Activity Cost as defined herein and used for Approved Activities. Eligible Activity Costs include costs associated with program implementation, delivery, and completion.
- 2) Activity Delivery Costs expenditures shall be paid only after such costs are expended for approved Work satisfactorily completed, provided the Department determines that the Program Performance Milestones in this Agreement are on track.
- 3) To receive reimbursement for Approved Activities, the Subrecipient must

## EXHIBIT B

timely submit all required Department forms and necessary supporting documentation via Grants Network. Financial Reports must include the level of documentation specified by the Department in the Department's Grant Administration Manual located on the Department's website, in order to be reviewed and processed.

### B. Final Financial Reports

- 1) The Final Financial Report for the Subrecipient Award must be submitted to the Department no later than forty-five (45) days after the Expenditure Deadline of this Agreement.
- 2) If the Final Financial Report for funds expended during the term of this Agreement has not been received by the Department by the deadline cited in Section 6.B.1 of this Exhibit, the Department may disencumber any funds remaining in which case grant funds will no longer be available to the Subrecipient.

### 7. Recapture of Funds

A Subrecipient may be required to repay all, or a portion of the funds received from the Department, including Activity Delivery Costs, pursuant to this Agreement if the Subrecipient, among other things, does not fulfill its obligations under this Agreement or fails to meet applicable federal requirements. The reasons for a recapture of funds by the Department include, but are not limited to, the following:

- A. The Subrecipient does not comply with the terms of this Agreement, or any agreement executed by the Subrecipient and the Department in connection herewith.
- B. The Subrecipient withdraws from the Program prior to completion of the Project(s) or Activity(ies).
- C. The Subrecipient fails to meet a National Objective.

The potential recapture of funds pursuant to this provision is in addition to, and not in lieu of, any other rights and remedies of the Department under this Agreement.

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## EXHIBIT B

### 8. Program Budget Revisions and Amendments

Budget line-item adjustments may be made in accordance with the following:

- A. Budget Revisions: Adjustments to the Budget that do not require an increase or reduction of total activity budget, a change in National Objective, or a change in the type or a reduction in number of beneficiaries assisted may be completed as a Budget Revision. Budget Revisions shall include but not be limited to:
- 1) Adjustments that reallocate funds between budget line items.
  - 2) Adjustments that increase or decrease the detail included in the submitted lined item budgets, including adding and removing budget line items, without increasing or decreasing the scope of work and without changing the overall budget.

Budget Revisions must be approved by the Department prior to implementation. Approval shall be provided either through the online grant management system, or in writing, as appropriate. If approved, Budget Revisions shall automatically be deemed a part of, and incorporated into, this Agreement. Project budget revisions must be submitted through Grants Network and subsequently approved by the Department prior to implementation. Approval shall be provided through Grants Network.

- B. Agreement Budget Revisions: Adjustments to the Subrecipient Award that result in an increased or a reduced total award amount shall require an Agreement amendment. Agreement amendments must be fully executed by both the Subrecipient and the Department prior to implementation.

### 9. Approved Activity Closeout Procedures

- A. Once the Approved Activity is completed, the Subrecipient must submit the following to the Department within ninety (90) days after the Expenditure Deadline.
- 1) Per Section 6.B of this Exhibit, the Final Activity Report (Project Completion Report) shall be submitted no later than forty-five (45) days following the Expenditure Deadline. The Final Activity Report must include all required reporting data for the Activity including but not limited to eligible activities, costs, beneficiaries, and National Objective;
  - 2) If applicable, a copy of the produced plan;
  - 3) If applicable, Final Labor Standards Report as described in Exhibit

**EXHIBIT B**

D(18)(A) herein;

- 4) Signed Closeout Memo asserting all conditions have been met;
- 5) Evidence, satisfactory to the Department, of compliance with any other Special Conditions of this Agreement; and
- 6) A resolution from the governing body of the Subrecipient acknowledging the accomplishments of the Approved Activity and confirming that the Approved Activity is complete and that all Financial Reports have been submitted.

B. Upon receipt and approval of the above documentation, the Department will close the Activity and finalize the activity in DRGR for final reporting to HUD.

10. Document Retention Policy

Subrecipient shall retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a minimum period of five (5) years after the Department notifies the Subrecipient that the applicable grant agreement between HUD and the State of California has been closed.

## EXHIBIT D

### CDBG-DR WORKFORCE DEVELOPMENT PROGRAM TERMS AND CONDITIONS

#### 1. Definitions

Activity Funds – means any reasonable and necessary costs that are directly related to labor and/or direct construction and/or direct Program implementation costs which will meet a National Objective as defined in 42 U.S.C. 5304(b)(3), as amended, and 24 CFR 570.483.

Activity Delivery Costs (ADCs) - means related allowable, reasonable, and necessary costs incurred for implementing and carrying out the eligible DR- Workforce Program. See the DR-Workforce Policies and Procedures Manual about how ADCs are uniquely defined in public service Activities, like workforce training programs.

Activity Reports – Monthly reports submitted by the Subrecipient that describe Program and Activity progress and/or beneficiaries served during a given reporting period. Activity Reports must be submitted by the 10<sup>th</sup> of each month.

Approved Activity– An Activity that has been submitted to the Department through the Notice of Funding Availability solicitation and reviewed and approved to receive a Subrecipient Award by the Department.

Area Median Income (AMI) - means the median household income for specific geographic areas, adjusted for household size, as calculated by HUD, and published annually by the Department at <https://www.hcd.ca.gov/grants-and-funding/income-limits/state-and-federal-income-rent-and-loan-value-limits>.

CDBG-DR – means the Community Development Block Grant – Disaster Recovery funds which is the funding source for the Approved Activity(ies) the Department has agreed to fund via this Agreement.

California Environmental Quality Act (CEQA) - is a state statute that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those impacts, if feasible.

Department – means the California Department of Housing and Community Development.

Disaster Recovery Grant Reporting System (DRGR) – The electronic system primarily used by the Department to access grant funds from HUD and report performance accomplishments for grant-funded activities to HUD. The DRGR system is used by HUD to review grant-funded activities, prepare reports to Congress and other interested parties, and monitor program compliance.



## EXHIBIT D

Duplication of Benefits (DOB) - Financial assistance received from another source that is provided for the same purpose as the DR-Workforce funds, in accordance with Federal Register Notices 84 FR 28836 and 84 FR 28848.

Eligible Activity Costs— Those necessary and reasonable costs under 2 CFR 200.400 through 475, and applicable notices and waivers, and as identified in Section 4.9 of the DR-Workforce Policies and Procedures Manual, and as approved by the Department. Eligible Activity Costs do not include any costs which are disallowed or otherwise deemed ineligible by the State of California and/or HUD.

Financial Reports (Funds Requests) - the forms and processes required by the Department for a Subrecipient to use to request grant funds.

Grant Funds – The CDBG-DR funds allocated to the Subrecipient for the implementation of the DR-Workforce Program. Grant Funds can be used under this Agreement to reimburse for Program costs, Activity Delivery Costs, and Indirect Costs.

Household - all persons occupying a housing unit. The occupants may be a family, as defined in 24 CFR 5.403; two or more families living together; or any other group of related or unrelated persons who share living arrangements, regardless of actual or perceived, sexual orientation, gender identity, or marital status. (24 CFR 570.3). Note: An individual may be considered a smaller household if the living situation is temporary or transitional. Aging out of foster care, temporarily homeless and formerly incarcerated are examples of individuals that may be temporarily part of a larger household than what will be considered in a “household income calculation”.

HUD – The United States Department of Housing and Urban Development.

Indirect Costs - means those costs 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 Cost Rate Proposal - means the documentation prepared by a governmental unit or subdivision thereof to substantiate its request for the establishment of an indirect cost rate as further defined in 2 CFR 200.56 and 2 CFR 200.57.

Low- to Moderate- Income (LMI) – Low to moderate income people are those having incomes not more than the “moderate-income” level (80% Area Median Income) set by the federal government for HUD-assisted programs. This income standard changes from year to year and varies by Household size, county, and the metropolitan statistical area.

Standard Agreement (“Agreement”) – The contractual arrangement between the Department and the Subrecipient which sets forth the terms and conditions by which

## EXHIBIT D

DR-Workforce funds must be utilized with regards to Approved Programs.

National Environmental Policy Act (NEPA) – The federal law and associated regulations which establishes a broad national framework for protecting the environment. NEPA's basic policy is to assure that all branches of government consider the environment prior to undertaking any major federal action.

Subrecipient – a public or private nonprofit agency, authority, or organization receiving a direct award of grant funds from the Department for the purpose to undertake Approved Programs that meet a National Objective.

Work – the scope of work required of the Subrecipient as set forth in Section 3 of Exhibit A, and Exhibit F of this Agreement.

Subrecipient Award – The amount of grant funds allocated to the Subrecipient for Approved Activities.

### 2. National Objectives

In accordance with 24 CFR 570.208, Section 104(b)(3) of the Housing and Community Development Act of 1974, all CDBG-DR funded activities must meet a National Objective. Under Section 101(c) of the authorizing Act (42 U.S.C. 5301), all CDBG-DR Activities must satisfy that one of the named National Objectives. The qualifying National Objective in the DR-Workforce Program is:

- Benefit to low-and moderate-income persons (LMI)

Subrecipient must document how CDBG-DR expenditures benefit LMI persons in accordance with the DR-Workforce Policies and Procedures Manual, as may be amended and by using the current HUD income limits at the time of beneficiary applications, in a user-friendly format. Subrecipients are expected to maintain clear and accurate records of activity participants to show how the National Objective is met.

Upon completion of the Approved Activity funded under this Agreement and prior to the expiration date of this Agreement, whichever comes first, the Subrecipient must document that the Approved Activity met the LMI National Objective. The Department shall review the actual National Objective achievements of the Subrecipient. If the Subrecipient does not or cannot satisfactorily document the National Objective achievement of an Approved Activity, the Approved Activity may be deemed ineligible, and repayment of funds may be required of the Subrecipient.

Subrecipient must use the Limited Clientele (LMC) methodology to meet the LMI National Objective. This is done by collecting household income information from each beneficiary served by Subrecipient's DR-Workforce funded program to determine and

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verify whether the person's household is classified as low- to moderate-income person. HUD releases the requirements for low- to moderate- income categories on an annual basis on the HUD Exchange website at:

(<https://www.hudexchange.info/resource/5334/cdbg-income-limits/>).

Subrecipient must serve a minimum amount of low- to moderate- income persons as a result of their program, and Subrecipient's specific target percentage of low- to moderate- income persons served is contained in the Policies and Procedures.

### 3. Duplication of Benefits

A Duplication of Benefits (DOB) occurs when a person, household, business, or other entity receives disaster assistance from multiple sources for a cumulative amount that exceeds the total need for a particular recovery purpose. The amount of the duplication is the amount of assistance provided in excess of the total need for the same purpose. It is the Department's responsibility to ensure that CDBG-DR Workforce provides assistance only to the extent that the disaster recovery need has not been fully met by funds that have already been paid, or will be paid, from another source.

The Subrecipient must report all funds obtained for the same Approved Activity from any source from the date of the disaster until the Program is completed.

The Subrecipient agrees to repay to the Department immediately upon demand any assistance later received for the same purpose as the CDBG-DR Workforce funds and that exceeds the total need for the particular recovery purpose.

### 4. Remedies and Termination for Noncompliance

A. Remedies for Noncompliance: In addition to any other rights and remedies the Department may have under this Agreement, at law, or in equity, the Department may initiate remedies for noncompliance as identified in 2 CFR 200.339 at any time it has been determined that the Subrecipient is no longer meeting the terms and conditions of this Agreement. Remedies for noncompliance may be required in addition to, in lieu of, or prior to termination. Such remedies for noncompliance with a federal statute or regulation, a state statute or regulation, an assurance, in a state plan or application, or elsewhere may include, as appropriate:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient.
- 2) Disallow all or part of the cost of the action not in compliance.
- 3) Wholly or partly suspend or terminate the Subrecipient's grant funds.
- 4) Withhold further and/or future awards for CDBG-DR funds and/or any

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other funds administered by the Department.

- 5) Request that the Federal Awarding Agency initiate suspension or debarment proceedings.
- 6) Take other remedies that may be legally available, such as:

In the case of costs incurred without meeting a National Objective, require repayment of all funds reimbursed and/or paid to the Subrecipient, including Activity Delivery, as appropriate.

In the case of Duplication of Benefits, require repayment of all CDBG-DR Workforce funds reimbursed and/or paid to the Subrecipient where other financial assistance was received for the same purpose or in excess of the recovery need.

In taking an action to remedy noncompliance, the Department will provide the Subrecipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved as per 2 CFR 200.342. Such appeal shall be governed by, and conducted in accordance with, the appeal processes and procedures set forth in Section 5 herein.

- B. Effects of Suspension and Termination. Subrecipient costs resulting from obligations incurred by the Subrecipient or any of the Subrecipient's contractors during a suspension or after termination of an Agreement are not allowable unless otherwise authorized by the Department in a written notice or as allowable in 2 CFR 200.343. The enforcement remedies identified in this Section do not preclude a Subrecipient or any of the Subrecipient's contractors from being subject to 2 CFR Part 2424. CDBG-DR funds may not be provided to excluded or disqualified persons pursuant to 24 CFR 570.489(l) and 2 CFR 200.339.
- C. Termination for Noncompliance: Grant funds provided by this Agreement may be terminated in whole or in part as per federal regulation at 2 CFR 200.340 by HUD or by the Department if Subrecipient fails to comply with the terms and conditions of the Agreement that include the terms and conditions of the federal award. All terminations shall include written notification setting forth the reason(s) for such termination, the effective date, and the portion to be terminated in the case of partial terminations and will follow termination notification requirements identified in 2 CFR 200.341.
- D. Termination Without Cause: This Agreement may be terminated by the Department in whole or in part at any time without cause only with the consent of the Subrecipient. In the case of a termination of the whole Agreement, the parties shall agree upon termination conditions, including the effective date. In the case of a partial termination, the parties shall agree upon termination conditions,

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including the portion to be terminated and the effective date.

- E. Termination With Cause: This Agreement may be terminated by the Department in whole or in part at any time for cause by giving at least fourteen (14) days' prior written notice to the Subrecipient. Termination with cause includes termination prior to the end of the period of performance for failure to comply with the terms and conditions of this Agreement, and pursuant to 2 CFR 200.340(c), such termination shall be reported to the appropriate federal program integrity and performance system accessible through the System for Award Management. Termination with cause also includes, without limitation, a failure by Subrecipient to comply with the Activity Schedule, Activity Performance Milestones, Reporting Requirements, and/or Special Conditions issued for an Activity to use CDBG-DR funds.

The remedies available to the Department under this Agreement are cumulative and not exclusive.

5. Appeals Process for Noncompliance: If Subrecipient disagrees with a finding and/or corrective action and/or sanction of noncompliance and/or any accompanying remedy and/or termination that are associated with such issue, the Subrecipient may appeal the disputed issue to the Department no later than thirty (30) calendar days from the date of the Department's issuance of the disputed decision. All appeals must be carried out in accordance with the Department's Monitoring Plan, Exhibit 16, "Appeal Process". The Monitoring Plan is posted on HCD's website here: [Disaster Grant Administration & Reporting | California Department of Housing and Community Development](#)
6. Severability
- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity may not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Subrecipient shall notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

7. Waivers

No waiver or any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce, at any time, the provisions of this Agreement or to require, at any time, performance by the Subrecipient of these provisions shall in no way be construed to be a waiver of such provisions nor to affect

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the validity of this Agreement or the right of the Department to enforce these provisions. All waivers by the Department must be in writing to be valid.

### 8. Uniform Administrative Requirements

The Subrecipient, its agencies or instrumentalities, shall comply with the policies, guidelines, and Administrative Requirements of 2 CFR Part 200, et seq., as applicable, as they relate to the cost principles, audit requirements, acceptance, and use of federal funds under this part.

- A. **Single Audit Compliance:** Funds will not be disbursed to any Subrecipient identified by the State Controller's Office (SCO) as non-compliant with the Federal Single Audit Act, as described in the Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards at 2 CFR 200 Sub-Part F. No funds may be disbursed until compliance with the Uniform Guidance is demonstrated to the satisfaction of the Department.
- B. **Accounting Standards:** The Subrecipient agrees to comply with, and administer the activity in conformance with, 2 CFR Part 200.300, et seq., and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- C. **Suspension and Debarment:** By executing this Agreement, Subrecipient verifies and affirms that it has not been suspended or debarred from participating in or receiving federal government contracts, subcontracts, loans, grants, or other assistance programs. Subrecipient further agrees to verify that its Contractors have not been suspended or debarred from participating or receiving federal government contracts, subcontracts, loans, grants, or other assistance programs.

### 9. Compliance with State and Federal Laws and Regulations

- A. The Subrecipient, its agencies or instrumentalities and contractors shall comply with all local, state, and federal laws, statutes, and regulations, as well as policies and procedures established by the Department for the administration of -DR- Workforce, as the same may be amended from time to time.
- B. The Subrecipient shall comply with the requirements of 24 CFR 570, the HUD regulations concerning Community Development Block Grants, 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance, adopted by HUD at 2 CFR 2400, and all federal regulations, rules, and policies issued pursuant to these regulations. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

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### 10. Authority to Impose Additional Special Conditions

In accordance with 2 CFR 200.208, Department reserves the right and authority to impose additional specific conditions issued under this Standard Agreement under any of the following circumstances:

- A. When, in the Department's sole discretion, the Department finds that Subrecipient has a history of failure to comply with the general or specific terms and conditions applicable to the DR-Workforce funds allocated under this agreement or to other awards of federally funded grant or loan assistance passed through the Department.
- B. When Subrecipient fails to meet expected performance goals under this agreement.
- C. When Subrecipient poses an increased risk for noncompliance based on factors including, but not limited to, financial stability, quality of management systems, history of performance under Federal awards, history of timeliness under Federal awards, history of conformance with terms and conditions of previous federal awards, and reports and findings from audits.
- D. When, in the Department's sole discretion, such conditions are necessary to ensure timely and compliant performance under the federal award.

Such specific conditions, or special conditions, may include, withholding of authority to proceed to the next phase of an Approved Activity until receipt of evidence of acceptable performance within a given period of performance, requiring additional detailed financial reports, requiring additional Activity monitoring, requiring the Subrecipient to obtain technical or management assistance, establishing additional prior approvals, or any other condition the Department deems reasonable and necessary to safeguard Federal funds.

### 11. Equal Opportunity Requirements and Responsibilities

The obligations undertaken by Subrecipient include, but are not limited to, the obligation to comply with all federal laws and regulations described in Subpart K of 24 CFR Part 570 and specifically with each of the following, among other things, as the same may be amended from time to time:

- A. Title VI of the Civil Rights Act of 1964: This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving federal financial assistance.

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- B. Title VII of the Civil Rights Act of 1968 (The Fair Housing Act): This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promote fair housing.
- C. Restoration Act of 1987: This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.
- D. Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]: This Section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.
- E. The Fair Housing Amendment Act of 1988: This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age 55 or older.
- F. The Age Discrimination Act of 1975: This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any State law currently in effect on the same topic.
- G. Section 504 of the Rehabilitation Act of 1973: It is unlawful to discriminate based on disability in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance.
- H. The Americans with Disabilities Act of 1990 (ADA): This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against "a qualified individual with a disability" in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without



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reasonable accommodation, be afforded equal employment opportunity in all phases of employment.

- I. Executive Order 11063: This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.
- J. Executive Order 12259: This executive order provides that the administration of all federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.
- K. The Equal Employment Opportunity Act: This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in federal court against private sector employers after the EEOC has investigated the charge, found "probable cause" of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings federal, state, and local governments under the Civil Rights Act of 1964.
- L. The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978: This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal, and referral. It is designed to assist employers, labor organizations, employment agencies, licensing, and certification boards in complying with the requirements of federal laws prohibiting discriminatory employment.
- M. The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002): This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.
- N. Executive Order 11246: This executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race.

### 12. Relocation, Displacement, and Acquisition

The Subrecipient shall comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and regulations adopted to implement the Act in 24 CFR Part 42, 49 CFR Part 24, and Section 104(d) of the Housing and Community Development Act of 1974 as they apply to the performance

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of this Agreement.

### 13. Economic Opportunities for Low- and Very Low-Income Persons (Section 3)

A. The Subrecipient and the Subrecipient's contractors and Developers shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulation at 24 CFR, Part 75. The responsibilities outlined in 24 CFR Part 75.19 include:

- 1) Employment and Training: Implementing procedures designed to notify Section 3 workers about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.
- 2) Contracting: Notifying potential contractors for Section 3 covered projects of the requirements of Part 75, Subpart C and incorporating the Section 3 clause set forth below in all solicitations and contracts in excess of \$100,000 as required at 24 CFR 75.27.

#### Section 3 Clause

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Activity covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR, Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and

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job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

The contractor acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

The contractor agrees to submit, and shall require its subcontractors to submit to them, regular reports detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 workers and Targeted Section 3 workers.

The contractor agrees to facilitate the training and employment of Section 3 workers and the award of contracts to Section 3 business concerns by undertaking activities such as described in Section 75.25(b) as appropriate, to reach the goals set forth in Section 75.23 and in Federal Register Vol. 85, No. 189, page 60909, until superseded by HUD in a

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subsequent publication. As of September 29, 2020, the minimum Section 3 benchmark is twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers.

The contractor agrees to document actions taken to comply with the foregoing requirements, the results of those actions taken and impediments, if any.

### 14. Environmental Compliance

- A. The Subrecipient shall comply with the California Environmental Quality Act (CEQA) requirements as they apply to this Activity.
- B. The Subrecipient shall comply with the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 of the Clean Air Act and Section 308 of the Clean Water Act, and all regulations and guidelines issued thereunder.
- C. The Subrecipient shall comply with the requirements of the Clean Air Act, 42 U.S.C. 1857, *et seq.*, as amended.
- D. The Subrecipient shall comply with Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Parts 15 and 50, as amended.
- E. The Subrecipient shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001). The Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- F. The Subrecipient shall comply with the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and Section 401(b) of the Lead-Based Paint Poisoning Prevention Act of 1971. The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the

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- hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be required.
- G. The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. The Subrecipient shall also comply with Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.
- H. Subrecipient shall comply with all National Environmental Policy Act (NEPA) requirements as applicable to the performance of this Agreement as found in 24 CFR Part 50, 24 CFR Part 58, as applicable, and 40 CFR 1500 – 1508. Subrecipient shall not receive authority to incur activity costs until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.

The subrecipient understands and agrees that this Agreement does not constitute a commitment of funds or site approval, and the commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Department of an approval of the request for release of funds and certification from HUD or the Department under 24 CFR Part 58. The provision of any funds to the Activity is expressly conditioned on the Department's determination to proceed with, modify or cancel the Activity based on the results of the environmental review.

### 15. Procurement

The Subrecipient shall comply with the procurement provisions in 2 CFR Part 200.318 – 200.326, Procurement Standards as well as all other Administrative Requirements for Subrecipient and Cooperative Agreements to State, local and federally recognized Indian tribal governments as set forth in 2 CFR 200, et seq., as applicable. All procurements must be conducted in a fair, open, and competitive manner in compliance with both the spirit and the letter of applicable federal laws. See the Procurement and Contracts section of HCD's website at [Disaster Grant Administration & Reporting | California Department of Housing and Community Development](#)

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### 16. Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined based on the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

Pursuant to 30 CFR 247.2, this clause shall apply to items purchased under this Agreement where: (1) the contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

### 17. Construction Standards

The Subrecipient shall ensure that all Approved Activities comply with the following requirements, as applicable:

#### The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157)

The Architectural Barriers Act (ABA) stands as the first measure by Congress to ensure access to the built environment for people with disabilities. The law requires that buildings or facilities that were designed, built, or altered with federal dollars or leased by federal agencies after August 12, 1968, be accessible.

#### California Green Buildings Standards Code (CALGreen) (Title 24, Part 11 of the California Code of Regulations)

All new construction of residential buildings or reconstruction of substantially damaged buildings must incorporate California Green Buildings Standards Code (CALGreen).

#### Sustainability Requirements

All rehabilitation, reconstruction, and new construction must be designed to incorporate principles of sustainability, including water and energy efficiency, resilience, and mitigating the impact of future disasters. Wherever feasible, the Subrecipient,

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Subrecipient's and contractors must follow best practices, such as those provided by the U.S. Department of Energy.

### National Floodplain Elevation Standards

Subrecipients and contractors must comply with the national floodplain elevation standards for new construction, repair of substantially damaged structures, or substantial improvements to residential structures in flood hazard areas. All structures designed for residential use within a 100-year (or one percent annual chance) floodplain will be elevated with the lowest floor at least two feet above the base flood elevation level and comply with the requirements of 83 FR 5850 and 83 FR 5861.

### Wildland-Urban Interface Building Codes (WUI Codes)

All Approved Activities that are located in a CAL FIRE high fire zone must comply with applicable WUI codes, found in Title 24, Chapter 7a of the California Building Code, which offer specific material, design, and construction standards to maximize ignition-resistance.

## 18. Federal Labor Standards Provisions

The Subrecipient shall always comply, and cause all Activity contractors to comply, with applicable federal labor standards, including without limitation, the following:

- A. Davis-Bacon Act (40 U.S.C. §§ 3141-3148), which requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Federal Department of Labor and are issued in the form of federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.
- B. "Anti-Kickback Act of 1986" (41 U.S.C. §§ 51-58), which prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind. The act also provides that the inclusion of kickback amounts in contract prices is prohibited conduct in itself. This act requires that the purpose of the kickback was for improperly obtaining or rewarding favorable treatment. It is intended to embrace the full range of government contracting.
- C. Contract Work Hours and Safety Standards Act - CWHSSA (40 U.S.C. § 3702), which requires that workers receive "overtime" compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.
- D. Title 29, Code of Federal Regulations CFR, Subtitle A, Parts 1, 3 and 5, which

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are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request. Subrecipient shall be responsible for monitoring Developer, contractors, and subcontractors, as applicable, for compliance with these provisions.

### 19. State Prevailing Wages

- A. The Subrecipient shall ensure that the requirements of California Labor Code (LC), Chapter 1, commencing with Section 1720, Part 7 [LC Section 1720-1743] pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations are met.
- B. For the purposes of this requirement "construction work" includes, but is not limited to rehabilitation, alteration, demolition, installation, or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "Construction Contract"). Where the Construction Contract will be between the Subrecipient and a licensed building contractor, the Subrecipient shall serve as the "awarding body" as that term is defined in the LC. Where the Subrecipient will provide funds to a third party that will enter into the Construction Contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.
- C. The applicable wage rate determination on construction work will be the more restrictive of the rate prescribed in LC Section 1770-1784 or the Davis-Bacon Wage Determination.

### 20. Agreements with Contractors

- A. The Subrecipient shall not enter into any agreement, written or oral, with any contractor or other party without the prior determination that the contractor or other party is eligible to receive federal funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible contractors.

The terms "other party" is defined as public or private nonprofit agencies or organizations and certain (limited) private for-profit entities who receive grant funds from a Subrecipient to undertake Approved Activities.



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- B. An agreement between the Subrecipient and any contractor or other party shall require:
- 1) Compliance with all State and federal requirements described in this Agreement including without limitation those that pertain to labor standards, nondiscrimination, Americans with Disabilities Act, Equal Employment Opportunity and Drug Free Workplace, and prevailing wages. In addition to these requirements, all contractors and subcontractors shall comply with the applicable provisions of the California Labor Code.
  - 2) Maintenance of at least the minimum State required Workers' Compensation Insurance for those employees who will perform the Approved Activities.
  - 3) Maintenance, as required by law, of unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the Approved Activities.
  - 4) Compliance with the applicable Equal Opportunity Requirements described in Section 10 of this Exhibit.
- C. Contractors shall:
- Perform the Approved Activities in accordance with federal, state, and local regulations, as are applicable.
- D. Contractors and Subcontractors: Drug-Free Workplace Act of 1988
- 1) Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.
  - 2) Establish a drug-free awareness program to make employees aware of a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.
  - 3) Notify employees that as a condition of employment on a federal contract or grant, the employee must a) abide by the terms of the policy statement; and b) notify the employer, within 5 calendar days, if he or she is convicted of a criminal drug violation in the workplace.

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- 4) Notify the contracting or granting agency within 10 days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.
- 5) Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.
- 6) Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the act.

### 21. Rights to Inventions Made Under a Contract or Agreement

If a Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of recipient or subrecipient must comply with requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulation issued by the awarding agency.

### 22. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention

- A. Use of Explosives: When the use of explosives is necessary for the prosecution of the work, the contractor shall observe all local, state, and federal laws in purchasing and handling explosives. The contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced, and the material shall be covered with suitable timber, steel, or rope mats.

The contractor shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the contractor or his Surety for damages that may be caused by such use.

- B. Danger Signals and Safety Devices: The contractor shall make all necessary precautions to guard against damages to property and injury to persons. The contractor shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades, and other devices necessary to protect the public.
- C. Protection of Lives and Health: The contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for

## EXHIBIT D

all damages to persons or property, either on or off the worksite, which occur as a result of prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the contractor shall take or cause to be taken, such additional safety and health measures as the Developer may determine to be reasonably necessary.

### 23. Prohibition Against Payments of Bonus or Commission

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

- A. Obtaining the Department's approval of the Application for such assistance; or,
- B. Any other approval or concurrence of the Department required under this Agreement, Title I of the Housing and Community Development Act of 1974, or the State regulations with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

### 24. Reporting Requirements

- A. Subrecipient must timely submit the reports prescribed below. The Department reserves the right to request additional detail and support for any report made. Reports must be made according to the dates identified, in the formats provided by the Department, and via the Department's online Grants Network portal unless otherwise specified at the discretion of the Department. The Subrecipient's performance under this Agreement will be assessed based in part on whether it has submitted the reports on a timely basis.
  - 1) Monthly Activity Report: Subrecipient must submit a Monthly Activity Report which shall contain the following: (1) a description of the current status of the Work; (2) a description of activities to be undertaken in the next reporting period, if the Department requests this; (3) a description of problems or delays encountered in Work and course of action taken to address them, if applicable; (4) performance metrics as requested by the Department and dependent on the type of Activity and (5) a summary of the Work's fiscal status, including award amount, funds drawn, and remaining balance. (6) A summary of all Section 3 training opportunities or jobs provided, as applicable for covered projects.

Unless otherwise waived in writing by the Department, Monthly Activity

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Reports must begin on the 10<sup>th</sup> calendar day of the month following one full month of time of performance following execution of this Agreement and must continue through the receipt and approval by the Department of the Activity Completion Report, detailed below.

- 2) Semi-Annual Labor Standards Report: During the term of construction for each Approved Activity, each April 1<sup>st</sup> and October 1<sup>st</sup>, the Subrecipient must submit the Labor Standards Cover Memo, the HUD Form 4710 and the Davis Bacon Labor Standards Report 5.7 (if applicable). These forms are located on the Department's website and are also available upon request.
- 3) Activity Completion Report: At the completion of the CDBG-DR funded portion of a Program, the Subrecipient must submit an Activity Completion Report as set forth in Exhibit B. The performance metrics are identified in Exhibit F.
- 4) For Financial Reports, see Exhibit B.

### 25. Fiscal Controls

The Subrecipient shall be responsible for the internal control and monitoring of fiscal and programmatic/operational goals and procedures. The Subrecipient shall establish and maintain such fiscal controls and fund accounting procedures as required by Federal regulations, or as may be deemed necessary by the Department to ensure the proper disbursement of, and accounting for, funds paid to the Subrecipient under this Agreement.

- A. Deposit of Funds: Subrecipient shall maintain separate accounts within established bookkeeping systems for the deposit of CDBG-DR funds and Program Income. Deposits in minority banks are encouraged.
- B. Fiscal Liability: Subrecipients shall be liable for all amounts which are determined to be due by the Department, including but not limited to, disallowed or ineligible costs which are the result of Subrecipient's or its contractor's conduct under this Agreement. Subrecipients shall also be liable for the repayment of all amounts it has received under this Agreement and which HUD is seeking reimbursement for from the Department. Subrecipient's obligation to repay the foregoing amounts to the Department shall survive indefinitely the expiration or earlier termination of this Agreement. Subrecipient shall be notified in writing and shall be permitted to respond regarding any controversy or proceeding between the Department and HUD arising from this Agreement.
- C. Fiscal Records: All financial transactions must be supported by complete and

## EXHIBIT D

verifiable source documents. Records shall provide a clear audit trail and shall be maintained as specified in Section 7 herein.

### 26. Monitoring Requirements

The Department monitors its Subrecipients based upon an assessment of risk posed by the Subrecipient and according to specific monitoring criteria per 2 CFR 200.332. During the term of this Agreement, the Department shall perform program and/or fiscal monitoring of the Subrecipient and Approved Activities to ensure compliance with federal and state requirements and timely Approved Activity completion. The Subrecipient shall be required to resolve any monitoring findings to the Department's satisfaction by the deadlines set by the Department. In the event Subrecipient disagrees with a finding and/or any accompanying corrective actions or sanction(s) that are associated with such finding, Subrecipient shall follow an appeals process provided by the Department.

### 27. Audit/Retention and Inspection of Records

- A. The Subrecipient must have intact, auditable fiscal and program records at all times. If the Subrecipient is found to have missing audit reports from the California State Controller's Office (SCO) during the term of this Agreement, the Subrecipient will be required to submit a plan to the State for submitting the audit to the SCO. If the deadlines are not met, the Department may initiate remedies for noncompliance in accordance with Section 4 herein. The Subrecipient's audit completion plan is subject to prior review and approval by the Department.
- B. The Subrecipient agrees that the Department or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Subrecipient agrees to provide the Department or its designee with any relevant information requested and shall permit the Department or its designee access to its premises, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60, et seq., and other requirements of this Agreement. The Subrecipient further agrees to maintain such records for a minimum period of five (5) years after the Department notifies Subrecipient that the HUD/the Department contract has been closed according to the record retention requirements at 2 CFR 200.334. The Subrecipient shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code Section 10115.10.
- C. An expenditure which is not authorized by this Agreement, or which cannot be

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adequately documented shall be disallowed and must be reimbursed to the Department or its designee by the Subrecipient.

- D. Absent fraud or material error on the part of the Department, the determination by the Department of the allowability or validity of any expenditure shall be final and conclusive.
- E. For the purposes of annual audits, Subrecipient shall comply with 2 CFR Part 200 Subpart F. Pursuant to 2 CFR Part 200 Subpart F, the Subrecipient shall perform an annual audit at the close of each fiscal year in which this Agreement is in effect. The costs of the DR-Workforce related portion of the audit may be charged to the program in accordance with Public Law 98-502, 2 CFR Part 200 Subpart F, and Title 25 CCR Section 7122.
- 1) The audit shall be performed by a qualified State, department, local or independent auditor. The agreement/contract for audit shall include a clause which permits access by the Department to the independent auditor's working papers.
  - 2) If there are audit findings, the Subrecipient must submit a detailed response to the Department for each audit finding. The Department will review the response and, if it agrees with the response, the audit process ends, and the Department will notify the Subrecipient in writing. If the Department is not in agreement, the Subrecipient will be contacted in writing and informed what corrective actions must be taken. This action may include the repayment of disallowed costs or other remediation.
  - 3) The Department shall not approve reimbursement for any expenditures for the audit, prior to receiving an acceptable audit report.
  - 4) If so, directed by the Department upon termination of this Agreement, the Subrecipient shall cause all records, accounts, documentation, and all other materials relevant to the grant activity(ies) to be delivered to the Department as depository.
- F. Notwithstanding the foregoing, the Department will not reimburse the Subrecipient for any audit cost incurred after the expenditure deadline of this Agreement.

### 28. Signs

If the Subrecipient places signs stating that the Approved Activity is funded with private or public dollars and the Department is also providing financing, it shall indicate in a typeface and size commensurate with the Department's funding portion of the Approved Activity that the Department is a source of financing through the DR-Workforce Program.

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### 29. Insurance and Bonding

- A. The Grantee shall have and maintain in full force and effect prior to the start of work, and at all times during the term of this Agreement such forms of insurance, at such levels as may be determined by the Grantee and the Department to be necessary for specific components of the grant activity(ies) described in Exhibit E and pursuant to 2 CFR 200 sections on bonding and insurance requirements. Prior to the commencement of any work, Grantee shall provide to the Department acceptable proof(s) of insurance confirming the required insurance coverages are in effect and naming the Department as an additional insured, where applicable. No insurance policy may be cancellable on less than thirty (30) calendar days prior notice to the insured and the Department. Grantees are responsible for requiring sufficient insurance, including but not limited to liability and workers compensation insurance, from all contractors and subrecipients. Grantees are recommended to be listed as an additional insured on policies held by contractors or subrecipients for the implementation of this award. Where a Grantee insurance policy is required to be purchased specifically for the execution or implementation of the activity funded through this award, the Department must be listed as an additional insured on the declarations page of the policy.
- B. Additional Coverages. In the event that Grantee, and/or any of its Subrecipients or Contractors,, will be engaging in any Hazardous Activity as part of the Collective Work contemplated by this Agreement, then the party(ies) engaging in any Hazard Activity(ies) shall provide to the Department, prior to commencement of any such activity(ies), such insurance coverages in such forms and in such amounts as the Department may require in its sole discretion. Such coverages are in addition to all other insurance coverages required by this Agreement and shall be imposed on any Subrecipient and/or Contractor pursuant to the Subrecipient Agreement or Contract. For purposes of the provision, the term "Hazardous Activity" includes the following: (a) the removal, storage, and/or transportation of any "hazardous material", as such term is defined under federal, state, or local law, ordinance, regulation, or guideline, (b) the removal, storage, or transportation of lead-based paint, (c) blasting, (d) any activity which by its nature is abnormally dangerous, and (d) any "ultrahazardous activity" as defined in California case law. In addition to providing proof of such required coverages, the party(ies) engaging in the Hazardous Activity(ies) shall procure, at its expense prior to the commencement of any work, all required permits, licenses, consents, and approvals that are required for the lawful conduct of such activities and shall provide adequate written proof thereof to the Department. No Hazardous Activity work may be commenced, or contracted for, prior to the provision of the required insurance coverages and licensure proof to the Department.

### 30. Indemnification

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Subrecipient, at its sole cost and expense, shall indemnify, defend, and hold the Department and its employees, representatives, attorneys, agents, and their respective successors, heirs, and assigns harmless from and against any and all claims, demands, actions, costs, losses, damages, and liabilities, whether direct or indirect, and regardless of their nature or source, which in any way relate to or arise from the actions or inactions of Subrecipient and/or its contractors, subcontractors, employees, owners, agents, and representatives in connection with this Agreement and any agreement or instruments executed in connection herewith. The obligations of Subrecipient under this Section shall survive indefinitely the closeout of Approved Program and the expiration or earlier termination of this Agreement.

### 31. Anti-Lobbying Certification

The Subrecipient shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with the Approved Activity(ies) and shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

### 32. Conflict of Interest

Pursuant to 24 CFR 570.489(h), no member, officer, or employee of the Subrecipient, or its designees or agents, no member of the governing body of the locality in which the Program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to DR-



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Workforce activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, including members and delegates to the Congress of the United States, may obtain a financial interest or benefit from a DR-Workforce assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a DR-Workforce assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure, or for one (1) year thereafter. The Subrecipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

### 33. Obligations of Subrecipient with Respect to Certain Third-Party Relationships

The Subrecipient shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Work with respect to which assistance is being provided under this Agreement to the Subrecipient. The Subrecipient shall comply with all lawful requirements of the Department necessary to ensure that the Work, with respect to which assistance is being provided under this Agreement to the Subrecipient, is carried out in accordance with the Department's Assurance and Certifications, including those with respect to the assumption of environmental responsibilities of the Department under Section 104(g) of the Housing and Community Development Act of 1974 [42 U.S.C. § 5304(g)].

### 34. Energy Policy and Conservation Act

This Agreement is subject to mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the federal Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

### 35. State Contract Manual Requirements (Section 3.11, Federally Funded Contracts (Rev. 3/03)):

- A. All contracts, except for State construction projects that are funded in whole or in part by the Federal government, must contain a thirty (30) day cancellation clause and the following provisions:
  - 1). It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

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- 2). This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of this Program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
  - 3). The parties mutually agree that if the Congress does not appropriate sufficient funds for the Program, this contract shall be amended to reflect any reduction in funds.
  - 4). The Department has the option to invalidate the contract under the thirty (30) day cancellation clause or to amend the contract to reflect any reduction in funds.
- B. Exemptions from provisions A.1 through A.4 above may be granted by the Department of Finance provided that the director of the State agency can certify in writing that Federal funds are available for the term of the contract.
- C. Gov. Code § 8546.4(e) provides that State agencies receiving Federal funds shall be primarily responsible for arranging for Federally required financial and compliance audits, and shall immediately notify the Director of Finance, the State Auditor, and the State Controller when they are required to obtain Federally required financial and compliance audits.
36. Fraud, Waste, and Abuse
- A. False, Fictitious or Fraudulent Claims - Warning: Any person who knowingly makes a false claim or statement to HUD or the Department may be subject to civil or criminal penalties under 18 U.S.C. §287, 1001 and 31 U.S.C. §3729.
  - B. Detecting, Preventing, and Reporting Fraud - Fraud is a white-collar crime that has a devastating effect on the CDBG-DR program because the CDBG-DR program beneficiaries are victims of this crime when the CDBG-DR program is abused. The Department wants to stop any criminal assault on the CDBG-DR program it administers, and in doing so ensure all CDBG-DR funds go to people it was designed to help and improve their living conditions.

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C. Combatting Fraud - The HUD Office of Inspector General (OIG) is committed to protecting HUD's programs, operations, and beneficiaries from dishonest individuals and organizations. HUD cannot combat fraud alone; they rely on Department and DR Workforce Development NOFA Applicants to combat CDB-DR program fraud. HUD also relies on Applicants for and people receiving HUD benefits, such as: tenants receiving rental assistance, borrowers with HUD insured loans, or citizens having their communities restored using HUD grants. The HUD OIG Hotline number is **1-800-347-3735**. This is the primary means to submit allegations of fraud, waste, abuse, mismanagement, or Whistleblower related matters for the CDBG-DR program to the OIG.

HUD OIG accepts reports of fraud, waste, abuse, or mismanagement in the CDBG-DR program from HUD employees, anyone administering the CDGB-DR program, anyone working in the CDBG-DR program, contractors, and the public.

You can report mismanagement or violations of law, rules, or regulations by HUD employees or program participants. Fraud, Waste and Abuse in the CDBG-DR program and its operation may be reported in one of the following four (4) ways:

- 1) By email to: [hotline@hudoig.gov](mailto:hotline@hudoig.gov)
- 2) By phone: Call toll free: 1-800-347-3735
- 3) By fax: 202-708-4829
- 4) By mail: - Department of Housing & Urban Development

Office of Inspector General Hotline Manager  
400 Virginia Avenue, SW, Suite 120  
Washington, DC 20024

### 37. Whistleblower Protections

#### A. Federal Whistleblower Protection Act (5 U.S.C Section 2302(b)(8))

The Federal Whistleblower Protection Act (WPA) protects employees from retaliation for making protected disclosures. The WPA also provides penalties for supervisors who retaliate against Whistleblowers.

- 1) A disclosure is protected under the WPA if the employee discloses information the employee reasonably believes to be evidence of:
  - a) a violation of any law, rule, or regulation,
  - b) gross mismanagement,
  - c) a gross waste of funds,
  - d) an abuse of authority, or
  - e) a substantial and specific danger to public health or safety.
- 2) In general, an employee or applicant may make a protected disclosure to anyone, including non-governmental audiences, unless the information is

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classified or specifically prohibited by law from release. Options for making a protected disclosure include:

- a) Informing a supervisor or someone higher up in management,
- b) Submitting a complaint to the OIG by emailing the OIG at [oig@ftc.gov](mailto:oig@ftc.gov),
- c) Filing a complaint with the Office of Special Counsel (OSC) <http://www.osc.gov/>

### B. The California Whistleblower Protection Act (Title 2, Division 1, Chapter 6.5, Article 3.5, Gov. Code §§ 8548-8548.5)

- 1) The California Whistleblower Protection Act authorizes the California State Auditor to receive complaints from state employees and members of the public who wish to report an improper governmental activity. An "improper governmental activity" is any action by a state agency or any action by a state employee directly related to state government that:
  - a) Violates any state or federal law or regulation,
  - b) Violates an Executive Order of the Governor, a California Rule of Court, or any policy or procedure required by the State Administrative Manual or State Contracting Manual, or
  - c) Is economically wasteful or involves gross misconduct, incompetency, or inefficiency. Complaints received by the State Auditor are confidential, and the identity of the complainant may not be revealed without the complainant's permission, aside from to an appropriate law enforcement agency conducting a criminal investigation.
- 2) There are many ways to file a complaint:
  - a) By Telephone

You may call the Whistleblower Hotline at (800) 952-5665 to file a complaint by talking to one of the State Auditor's employees. The hotline generally is staffed Monday through Friday from 8:00 a.m. to 5:00 p.m. If you call when the hotline is not being staffed, or staff is occupied with other calls, you may leave a voicemail message requesting a return call.
  - b) By Mail or Facsimile

You may file a complaint in the form of a letter to the State Auditor addressed as follows:

Investigations  
California State Auditor  
P.O. Box 1019

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Sacramento, CA 95812

Or you may fax the letter to the State Auditor at (916) 322-2603.

As an alternative, you may complete the electronic version of the complaint form (which is available on the State Auditor website at [auditor.ca.gov](http://auditor.ca.gov)), print it out, and return it by mail or facsimile as stated above.

### c) Online

Although the State Auditor does not accept complaints by e-mail, you may file a complaint online at <https://www.auditor.ca.gov/contactus/complaint>

The State Auditor will not undertake an investigation unless there is a basis for believing that your complaint has sufficient merit to warrant spending resources on an investigation. Your complaint should therefore include:

- i. A clear and concise statement of what you are alleging to be improper activity and why you believe it is improper.
- ii. The name or other information that clearly identifies the person you are alleging has acted improperly and the department where that person works.
- iii. The names and contact information for any witnesses who can confirm the truth of what you are saying.
- iv. Copies of any documents that will support what you are saying. (You should not submit original documents, as they cannot be returned.)

### 38. Authority to Post Remediated Versions of Agreement

Subrecipient hereby understands and acknowledges that the Department is obligated under federal law to post on the Department's website copies of all CDBG-DR executed contracts. As posted, such contracts must be compliant with federal and state law accessibility laws, including the California Government Code Section 11546.7 (2017 Assembly Bill 434) and the federal Americans with Disability Act, Section 508. The state law is most stringent of the two, so all posted documents must meet Web Content Accessibility Guidelines 2.0 (WCAG 2.0) accessibility level.

To comply, the Department must utilize document remediation tools that provide the compliant formatting. All remediation will only change formatting, color schemes, and update any tables so that screen readers can properly read out the content of the table. Thus, during remediation, the appearance of this Agreement may change, but under no circumstances shall any terms or tenets of the Agreement be changed in anyway. Additionally, the Department shall offer website visitors the option to receive a scanned,

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un-remediated copy of this Agreement via email, which option Subrecipient also consents to. The foregoing Subrecipient authorizations apply to both this original Standard Agreement as well as any and all subsequent amendments thereto.

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### SPECIAL TERMS AND CONDITIONS

1. Due Diligence Review

Subrecipient has provided, or will provide, the Department with information about the Subrecipient's experience, processes, policies, and procedures related to the management of federal funding by the Subrecipient. These submissions, in addition to discussions with the Subrecipient, have been used to inform this Agreement and are being materially relied upon by the Department in agreeing to enter into this Agreement.

Should there be substantive changes to the organization, key personnel, methods, capacity, policies, or processes of the Subrecipient that impact the implementation of this Agreement, the Subrecipient shall promptly notify the Department of said changes.

Subrecipient agrees to timely provide documents and information to the Department in order for the Department to facilitate its Subrecipient due diligence as required by Federal Register Notice 85 FR 4681. Subrecipient further agrees to comply with the requirements, requests, and results of the Department's due diligence and maintain the capacity to carry out disaster recovery activities in a timely and compliant manner at all times during the term hereof.

2. Risk Assessment

During the term of this Agreement, Subrecipient agrees to timely provide documents and information to facilitate the Department's Subrecipient risk assessment process. Subrecipient further agrees to comply with the requirements, requests, and results of the Department's risk assessment, including participation in Subrecipient monitoring events.

3. Special Conditions

Pursuant to Exhibit A, Section 5, and the due diligence and risk assessment referenced above, Subrecipient agrees to adhere to the following Special Conditions:

A. Subrecipient will provide the Department with a copy of the training participant application forms and written policies and procedures related to application intake.

- 1) The Department will review the forms and procedures to review whether the Subrecipient is collecting adequate information from training participants to verify income but also to provide feedback to the program operator as to whether program operator is creating barriers to participation through cumbersome administrative requirements from the target audience of the

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workforce development programs. The Subrecipient is responsible for resolving areas of improvement that the Department provides to the Subrecipient.

- 2) The forms and written policies must be submitted to the Department for its review no later than thirty (30) days before the DR-Workforce funded training classes and supportive services are scheduled to begin and pursuant to Exhibit A Section 5.B.
  - 3) Subrecipient must submit a response and resolution to all Department-recommended improvements within forty-five (45) days of the Department providing recommendations to Subrecipient. At Subrecipient's discretion, it may continue with classes during resolution of improvements; however, after the 45-day period has passed and the Department has determined, in its sole discretion, that Subrecipient has failed to adequately address the Department's recommendations, the Department may request that classes pause until the recommendations are implemented to the satisfaction of the Department. If the Department makes the request, and the Subrecipient chooses to continue classes, HCD may not reimburse costs for classes delivered after the request to pause has been made.
- B. Subrecipient will provide the Department with a copy of the workforce training program written policies and procedures related to the Ventura County Healthcare Employment Accelerator (VC HEAL).
- 1) The Department will review the Subrecipient's workforce training program policies and procedures related to trainee recruitment and participation but also to provide feedback to the program operator as to whether program operator is creating barriers to participation through cumbersome administrative requirements from the target audience of the workforce development programs. The Subrecipient is responsible for resolving areas of improvement that the Department provides to the Subrecipient.
  - 2) The written policies must be submitted to the Department for its review no later than thirty (30) days before the DR-Workforce funded training classes and supportive services are scheduled to begin and pursuant to Exhibit A Section 5.B.
  - 3) Subrecipient must submit a response and resolution to all Department-recommended improvements within forty-five (45) days of the Department providing recommendations to Subrecipient. At Subrecipient's discretion, it may continue with classes during resolution of improvements; however, after the 45-day period has passed and the Department has determined, in its sole discretion, that Subrecipient has failed to adequately address the Department's recommendations, the Department may request that classes



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pause until the recommendations are implemented to the satisfaction of the Department. If the Department makes the request, and the Subrecipient chooses to continue classes, HCD may not reimburse costs for classes delivered after the request to pause has been made.

- C. Subrecipient will provide the Department with a copy of the Subrecipient's written policies and procedures related to:
- 1) Subrecipient will develop and implement policies and procedure that demonstrate conformity with asset management requirements outlined in 2 CFR 200.311, 200.313 and 200.314 and applicable Federal Register Notices, in conjunction with technical assistance from the Department. The Subrecipient will submit the asset management policies and procedures to the Department for a review of sufficiency. The asset management policies and procedures must be determined to be sufficient by the Department in order to clear the grant condition. The condition must be cleared in advance of any work performed by the Subrecipient and prior to reimbursement/drawdown of any DR-WD funds.
  - 2) Subrecipient will develop and implement policies and procedures that demonstrate conformity with financial management requirements outlined in 2 CFR 200.302 and applicable Federal Register Notices, in conjunction with technical assistance from the Department. The Subrecipient will submit the financial management policies and procedures to the Department for a review of sufficiency. The financial management policies and procedures must be determined to be sufficient by the Department to clear the grant condition. The condition must be cleared in advance of any work performed by the Subrecipient and prior to reimbursement/drawdown of any DR-WD funds.

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### DETAILED SCOPE OF WORK, BUDGET, AND APPLICATION

Name of Program: Ventura County Healthcare Employment Accelerator (VC HEAL)

Grants Network Unique Identifier: 18-DRWD-23003

#### 1. Program Overview

THE CDBG-DR ELIGIBLE ACTIVITY(IES):

a) Public Service

THE NATIONAL OBJECTIVE(S) TO BE ACHIEVED FOR EACH ACTIVITY AS A RESULT OF THIS PROGRAM:

a) Low to Moderate Income individuals (LMI)

THE METHOD OF MEASURING NATIONAL OBJECTIVE FOR EACH ACTIVITY:

a) Limited Clientele (LMC)

THE NUMBER OF INDIVIDUALS BENEFITTING FOR EACH ACTIVITY AS A RESULT OF THIS PROGRAM:

a) Public Service

- i. Total beneficiaries: 250
- ii. Total low/mod beneficiaries: 215

#### 2. Activity Scope Work

a) VC Heal will provide training in the healthcare industry and supportive services to help ensure successful training completion. Training and supportive services will be free to income eligible trainees. The County will partner with approved sites (e.g. clinics, hospitals) in Ventura County for training classes that require in-person training. Not all training courses require in-person training.

The County of Ventura will utilize a contractor to provide the training courses, case management and supportive services that benefit job seekers and employers, through:

- training in courses related to healthcare including:
  - Human Touch Healthcare Course
  - Medical Assistant Training Program

## EXHIBIT F

- Peer Support Specialist
- Community Health Worker
- Mental Health Worker
- Acquire and maintain a mobile unit to reach communities that may have transportation barriers or difficulty accessing traditional job centers. The mobile unit job center will also be used to target outreach efforts.
- Develop career pathway programs for underserved or hard-to-serve individuals that deliver the basic academic and vocational skills needed to attain employment, industry-recognized credentials, and careers in high-demand middle-skill occupational clusters. Emphasis will be placed on serving underserved communities that experience high concentrations of poverty, unemployment, justice involvement, and other indicators associated with vulnerable communities.
- Provide multiple access points for outreach and engagement during regular business hours, evenings, and weekends, such as at County of Ventura Human Services Agency locations, libraries, community centers, food banks, shelters, community colleges, etc. Career TEAM will be expected to deliver services in the community where clients and potential clients are located.
- Accommodate and make available virtual services to expand access for the customer base and effectively deliver career services.
- Trained staff to recognize trauma and mental health needs, incorporate trauma-informed approaches in case management, and make appropriate emergent referrals when necessary.
- Bi-lingual staff to serve clients who speak a language other than English or have access to interpreter services to communicate with clients in their preferred language.
- Staff will be available after-hours on-call to respond to clients.
- Staff trained in the Family-Centered Coaching model.
- Provide career services to eligible trainees including:
  - Career Counseling and Assessment: Individual Career Counseling: Assign dedicated career navigators to assess participants' skills, interests, and goals, guiding them toward suitable career paths.
  - Skills Assessment: Administer skills assessments to identify strengths and areas needing improvement, enabling personalized training plans.
  - Job Search Assistance
  - Job Placement Support
  - Continuing Education and Upskilling
  - Life Coaching
  - Support with Licensing and Certifications

## EXHIBIT F

- Regular Follow-ups
  - VC HEAL Training courses related to healthcare include:
    - Human Touch Healthcare Course
    - Medical Assistant Training Program
    - Peer Support Specialist
    - Community Health Worker
    - Mental Health Worker
3. Budget Worksheet (attached)
- The Project budget is included as the following Attachments a - c:
- Attachment a – Total Activity Budget Worksheet is the overall, detailed project budget submitted with the application. This budget provides a breakdown of the Grants Network Budget Worksheet. Only changes to the Total Activity Budget Worksheet that impact the Grants Network Budget Worksheet will result in either a budget revision or amendment.
- Attachment b – CDBG-DR Budget Worksheet is the high level, official budget for the Project. Any adjustments of this budget will result in either a budget revision or amendment.
- Attachment c – CDBG-DR Budget Narrative is included to explain any information that affects how CDBG-DR funds will be used in the activity. It includes itemized accounts of how and when the funds will be used, an explanation of how projected expenditures were calculated, and any unmet budget gaps and information about the viability of the activities included if the project is only partially funded. Changes to this Narrative will not result in a budget revision or amendment.
- When applicable, documentation that supports the indirect cost rate and ADCs is included as Attachment e.
4. Performance Measures
- Projected number of LMI beneficiaries (training participants) to participate in the Workforce Training Program: 215
  - Projected goal percentage of LMI beneficiaries to participate in the Workforce Training Program: 85%
  - Projected number of properties to be acquired: zero (0)
  - Projected number of Public Facilities rehabilitated and/or improved: zero (0)
  - And additional Performance Measures as may be requested.

## EXHIBIT F

### 5. Program Schedule

The Project Schedule for the Project is included below.

- Milestone #1: Date projected to Start DR-Workforce activities (incurring costs): **Within 30 days of execution of the Standard Agreement (SA) effective date.**
- Milestone #2: Date projected to begin the Environmental Review: **Within 30 days of execution of the Standard Agreement (SA) effective date.**
- Milestone #3: Date projected to have Acquisition Site Control: **N/A**
- Milestone #4: Date projected to start construction: **N/A**
- Milestone #5: Date projected to complete construction: **N/A**
- Milestone #6: Date projected to Start the Training Program: **Within 3 months from ERR clearance.**
- Milestone #7: Date projected to expend Fifty percent (50%) of the CDBG-DR awarded funds: **June 30, 2025.**
- Milestone #8: Date projected to Expend all CDBG-DR awarded funds: **January 31, 2026.**
- Milestone #9: Date projected to Close-out: **May 1, 2026.**
- For non-Public Service activities, recordation of the 5-Year no change of use restriction must be recorded by: **N/A**

### 6. Final Application (attached)

In addition to the above detail, the Application is attached for further details. In the event of a direct conflict between Exhibit F language above and the Application, this Exhibit F supersedes the Application to the extent of the conflict.

Attachments:

- a) Total Activity Budget Worksheet
- b) CDBG-DR Budget Worksheet
- c) CDBG-DR Budget Narrative
- d) Final Application
- e) Indirect Cost Documentation – County of Ventura Cost Allocation Plan

Exhibit F - Attachment A  
CDBG-DR Total Activity Budget Worksheet

Ventura					2018 CDBG-DR Workforce Development Program						County of Ventura / WDBVC					Budget Gap/
Total Activity Budget and DOB					Funding Sources											Duplication of Benefits
Uses (line item budget)	Total Activity Cost	Unit Cost	# of Units	Extended Cost	CDBG-DR	EDD	General Funds	Donations	FEMA	[Source 6]	[Source 7]	[Source 8]	[Source 9]	[Source 10]	Duplication of Benefits	
Career TEAM contract (Total should match Career TEAM budget)	\$ 6,068,023.80	\$ 6,068,023.80	\$ 1.00	\$ 6,068,023.80	\$ 6,068,023.80											
Outreach (Consortium Media contract)	\$ 52,074.20	\$ 52,074.20	\$ 1.00	\$ 52,074.20	\$ 52,074.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total</b>	<b>\$ 6,120,098.00</b>			<b>\$ 6,120,098.00</b>	<b>\$ 6,120,098.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>[Activity Delivery Costs]</b>																
County of Ventura Assistant Director (0.2 FTE + benefits)	\$ 65,075.00	\$ 65,075.00	1	\$ 65,075.00	\$ 65,075.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
County of Ventura Program Managers (1 FTE + benefits)	\$ 263,493.00	\$ 263,493.00	1	\$ 263,493.00	\$ 263,493.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
County of Ventura Business Solutions Manager (0.6 FTE + benefits)	\$ 158,096.00	\$ 158,096.00	1	\$ 158,096.00	\$ 158,096.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
County of Ventura Business Solutions Specialist (1 FTE + benefits)	\$ 190,686.00	\$ 190,686.00	1	\$ 190,686.00	\$ 190,686.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total</b>	<b>\$ 677,350.00</b>			<b>\$ 677,350.00</b>	<b>\$ 677,350.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>[Indirect Costs]</b>																
Cost Allocation plan	\$ 679,745.00	\$ 679,745.00	\$ 1.00	\$ 679,745.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
[Line Item]	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total</b>	<b>\$ 679,745.00</b>			<b>\$ 679,745.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Total Activity Cost</b>	<b>\$ 7,477,193.00</b>			<b>\$ 7,477,193.00</b>	<b>\$ 6,797,448.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (679,745.00)</b>	

## Exhibit F – Attachment B CDBG-DR Budget Worksheet

**Passthrough Agency:** California Department of Housing and Community Development  
**Program:** 2018 CDBG-DR Workforce Development Program  
**Project Name/Title:** Ventura County Healthcare Employment Accelerator (VC HEAL) 1  
**Org Name:** County of Ventura  
**Stage:** Pre-Award

**Report Date:** 09/03/2024  
**Requested By:** Brenda Blakley-Spain  
[Brenda.Blakley-Spain@ventura.org](mailto:Brenda.Blakley-Spain@ventura.org)

### Budget Items

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
<b>Activity</b>										
New Subcategory										
	Activity Costs	Training for enrollees, Supportive Services, Case Management, Outreach and Mobile Unit.	0	\$0.00	\$0.00	\$6,120,098.00	\$0.00		\$0.00	Direct Cost
<b>Activity Total</b>			<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$6,120,098.00</b>	<b>\$0.00</b>		<b>\$0.00</b>	
<b>General Administration</b>										
New Subcategory										
This subcategory has no line items.										
<b>General Administration Total</b>			<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>	
<b>Activity Delivery</b>										
New Subcategory										
	Activity Delivery Costs	Staff to support the program oversight and indirect costs.	1	\$0.00	\$0.00	\$1,357,095.00	\$0.00		\$0.00	Direct Cost
<b>Activity Delivery Total</b>			<b>1</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,357,095.00</b>	<b>\$0.00</b>		<b>\$0.00</b>	
<b>Other</b>										
Other										
<b>Other Total</b>			<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>	
<b>Grant Total</b>			<b>1</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$7,477,193.00</b>	<b>\$0.00</b>		<b>\$0.00</b>	

Budget Report, Created by Brenda Blakley-Spain, Brenda.Blakley-Spain@ventura.org, 09/03/2024  
 Source: eCivis™ Portal  
<http://www.ecivis.com/>

Exhibit F - Attachment C  
CDBG-DR Budget Narrative

Ventura County Healthcare Employment Accelerator (VC HEAL)

Healthcare training (\$3,500,000)

We propose training 250 clients at \$14,000 each, including access to Futuro Health's Human Touch Healthcare Course, Futuro Health Coaches, Medical Assistant Training Program, Peer Support Specialist, Community Health Worker, and Mental Health Worker. Futuro Health determines these costs. Futuro Health will provide the training. The cost of training will be paid by Career TEAM and included in their contract.

Supportive services (\$100,000)

Supportive services such as gas cards, work tools, professional clothing, and other support to ensure employment and training completion will be available to participants should they need assistance. Payments will go directly to service providers. Historical expenditures for supportive services in similar programs determined the costs.

Estimated breakdown of costs:

School Supplies	\$10,000.00
Childcare Services	\$30,000.00
Public Transport	\$5,000.00
Mileage Reimbursement	\$10,000.00
Rideshare Programs	\$5,000.00
Temporary Housing	\$25,000.00
Health	\$7,500.00
Counseling Services	\$7,500.00

The contractor, Career TEAM, will be providing the payments to service providers. This amount will be included in the Career TEAM contract.

Case management and operational costs (\$1,656,862)

A Request for Proposals (RFP) for workforce development services will be utilized to identify a qualified contractor, Career TEAM, who will provide supportive and staffing services (including salaries and fringe benefits), participant wages, consumable testing, staff training, and instructional materials. Career TEAM will implement the family-centered coaching model through effective case management and job development. The selected subrecipient will be responsible for paying for training. These costs are based on the number of trainees served, equating to \$6,627.45 per participant (\$1,656,862/250). This cost per participant is lower than the industry standard.



## Exhibit F - Attachment C CDBG-DR Budget Narrative

### Outreach (\$50,001)

An RFP process was utilized to identify a contractor, Consortium Media, who will perform outreach and communication for content creation, social media and press releases, and more. This is necessary to ensure grant outcomes are met. The overall cost of outreach is based on historical expenditures on outreach for similar projects.

### County of Ventura Salaries and Benefits (\$677,350)

Costs for staffing are based on the County of Ventura's salary schedule for these positions and the level of effort needed to operate the grant. The County of Ventura's fringe benefit is 60% of personnel costs. Fringe benefits include health care, FICA/Medicare, and retirement.

WDBVC Project Manager (Current County of Ventura Staff) – This staff member is the grant liaison to CDBG. The staff analyzes operations, trends, outcomes, processes, and systems to determine and respond to changes required in policies and procedures and assists in or develops recommendations for policies and procedures. The current staff possesses strong knowledge of effective operational principles/practices in project and time management, supervision, automated systems, human resources, directing workflow demands, budget building, administration, monitoring, researching, and interpreting codes, regulations, and policies. This position will be assigned 0.20 FTE for 19 months—total grant funded: \$65,075.

WDBVC Program Manager (Current County of Ventura Staff) – This staff member will oversee contract monitoring, performance, and technical assistance. The current staff member has a thorough knowledge of workforce development theories and practices, the principles of supervision and management, the principles and techniques of budgetary preparation and analysis, fiscal management, organization and staffing, application of office automation to business processes, contract negotiation; marketing of services both internal and external to the County; and, public relations. This position will be assigned 1 FTE for 19 months—total grant funded: \$263,493.

WDBVC Business Solutions Manager (Current County of Ventura staff) – This staff member will liaise with businesses and subrecipient staff. The staff will oversee job development and employer liaison activities with local businesses. Staff will have a working knowledge of Employment and training program practices and procedures, fiscal and administrative principles and practices, interviewing techniques and case management, and community resources and social services programs. This position will be assigned 0.6 FTE for 19 months—total grant funded: \$158,096

WDBVC Business Solutions Specialist (Current County of Ventura staff) – This staff member will liaise with businesses and subrecipient staff. The staff will assist with job development and employer liaison activities with local businesses. Staff will have a working knowledge of Employment and training program practices and procedures, fiscal and administrative principles and practices, interviewing techniques and case

## Exhibit F - Attachment C CDBG-DR Budget Narrative

management, and community resources and social services programs. This position will be assigned 1 FTE for 19 months—total grant funded: \$190,686.

### Mobile Job Center (\$813,235)

A mobile job center will be rented or purchased by Career TEAM to improve access to healthcare training for eligible populations. A mobile job center supports long-term recovery by increasing employment opportunities. The mobile job center can reach more people cost-effectively than traditional methods by bringing the services to rural areas of Ventura County. Costs include the following:

#### Vehicle Acquisition Costs

Design of the vehicle

Vehicle Maintenance

Fuel and Insurance

Permits and Licensing

IT Equipment such as computers, printers, projectors, and internet connectivity

Furniture such as desks, chairs, comfortable participants' seats, and whiteboards or presentation materials

We will work with our County General Services Agency to acquire, design, and operate the mobile job center.

### De minimis Rate (\$679,745)

The County of Ventura elects to claim an Indirect Cost Rate of 10%, which covers overhead (accounting, payroll, administration, and audit functions) and will utilize MTDC as the cost allocation base. The County meets all requirements described in 2 CFR 200.414(f) and has not received a NIRCA (spell out then put in parenthesis. In addition, the County does not fall into the category of an entity as described in 2 CFR 200, Appendix VII(D)(1)(b).

It is estimated that expenditures will occur within the first quarter of the grant award.

The program will remain viable should the funding amount be less than the request. The number of trainees may be reduced based on the amount awarded.

### Expenditures

We estimate that 50% of the workforce training costs will expire by March 31, 2025.

## Exhibit F - Attachment D Final Application

Applications: Ventura County Healthcare Employment Accelerator (VC HEAL) 1

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### 2018 CDBG-DR WORKFORCE DEVELOPMENT PROGRAM

#### SECTION I: PROGRAM OVERVIEW

##### Profile

Brenda.Blakley-Spain@ventura.org

Enter a brief yet descriptive Project Title for your DR-Workforce Program application. Please use the following format: ORGANIZATION-PROJECT. (Ex. Lake County-Workforce Development Training)

##### 1. Workforce Program Project Title

Ventura County Healthcare Employment Accelerator (VC HEAL) 1

##### Eligible Applicant Name

County of Ventura

DR-Workforce Eligible Applicants include: Jurisdictions, nonprofits, postsecondary educational institutions, or local workforce development boards. Applicants that are nonprofit organizations must provide documentation of 501(c)(3) status and a copy of their bylaws.

##### 2. Indicate which type of Eligible Applicant you qualify as:

Jurisdiction

Enter address of the training facility. If training is mobile, use the main address of the training program operator. Workforce training programs must provide a direct benefit of eligible Public Service activities within one of the Eligible Disaster Impacted Area (EDIA) regions as they are defined in the NOFA (Butte, Lake, Los Angeles, Shasta, or Ventura).

##### 3. Facility Address: Street Number and Street Name

2901 N. Ventura Road

##### City

Oxnard

##### Zip Code

93036

##### County

Ventura

Workforce training programs must provide a direct benefit of eligible Public Service activities within one of the Eligible Disaster Impacted Area (EDIA) regions as they are defined in the NOFA (Butte, Lake, Los Angeles, Shasta, or Ventura).

##### 4. Select the Eligible Disaster Impacted Area (EDIA) the Workforce Training Program will benefit.

Ventura

Once the EDIA benefiting region has been determined, upload a map showing the training service location(s) within the EDIA region to be served. Please clearly identify on the map the EDIA region the project is located within and the training service location(s) within the EDIA to where the training will be accessed by the beneficiaries.

##### 5. Upload a project service location map in relation to the EDIA.

Ventura\_VCHEAL\_Project Map\_2023.10.04.pdf

At least 85% of your program participants must be income certified as a low- and moderate-income (LMI) family, which are family members earning less than 80% of Area Median Income (AMI). This means that 85% - 100% of the trainees' family income cannot exceed 80% of the AMI based on family size. The annual HUD income limits for California <https://www.hcd.ca.gov/grants-and-funding/income-limits/state-and-federal-income-rent-and-loan-value-limits> are on the Department of Housing and Community Development (HCD) website.

##### 6. Indicate the number of LMI beneficiaries (training participants) projected to participate in the Workforce Training Program.

215

**7. Indicate the number of total beneficiaries (training participants) projected to participate in the Workforce Training Program.**

250

Applicants shall design each training program with the goal to attain an LMI trainee participation rate of 100%, however, applicant's actual results must not be less than 85%.

**8. Projected goal percentage of LMI beneficiaries to participate in the Workforce Training Program:**

0.86

Application must include an outreach and marketing plan indicating methods you plan to use to recruit potential LMI program participants. Target population must include 85% LMI population at minimum. See NOFA, Application Threshold - Outreach and Marketing for more details.

**9. Outline the organization's outreach and marketing plan to recruit the target population of LMI participants into the training program.**

Developing an effective outreach and marketing plan for recruiting low-to-moderate-income participants is a strategic approach that addresses the specific needs and challenges this target population faces. The WDBVC has contracted with a marketing company, Consortium Media, to help implement the below comprehensive plan:

**1. Understand the Target Audience:**

**Demographic Research:** Conduct in-depth research on the low-to-moderate income demographic in Ventura County to understand their needs, aspirations, and challenges related to healthcare training. The WDBVC also conducted GIS mapping of low-income areas we plan to contact. The map can be found here: [https://experience.arcgis.com/experience/29f5fd68a3fe40d198283df2ee76149b/page/Demographics-\(Income\)/](https://experience.arcgis.com/experience/29f5fd68a3fe40d198283df2ee76149b/page/Demographics-(Income)/)  
**Partnership with Human Services Agency:** The WDBVC sits within the County of Ventura's Human Services Agency, which implements public benefits programs. Staff working on the project will be in the America's Job Center of California, where public benefits programs like CalWORKs are co-located.

**2. Tailored Training:**

**Customized Training:** The training will be accessible, affordable, and relevant to the local healthcare job market, aligning with the participants' needs.

**Financial Support:** Grant funding will be used to support low-to-moderate-income participants who may struggle with tuition fees and other associated costs.

**3. Build Partnerships:**

**Community Partnerships:** Partner with community-based organizations, education institutions, and local businesses to spread the word about the program.

**Employer Engagement:** Collaborate with local healthcare employers to create a direct pathway from the training program to job placements.

**4. Develop Outreach Materials:**

**Multilingual Materials:** Create outreach materials in multiple languages to cater to the diverse population in Ventura County.

**Success Stories:** Share success stories of individuals from similar backgrounds who have completed the program and found stable employment. Here is an example: [https://youtu.be/DrZyl\\_fZRx4?feature=shared](https://youtu.be/DrZyl_fZRx4?feature=shared)

**5. Utilize Digital Platforms:**

**Social Media Campaigns:** Launch targeted social media campaigns on platforms like Facebook, Instagram, and LinkedIn to reach a broader audience.

**Online Webinars and Meetings:** Host online webinars and meetings to provide information about the program, the healthcare industry, and career prospects.

**6. Engage Local Media:**

**Press Releases:** Send press releases to local newspapers, radio stations, and TV channels about the program's benefits.

**Community Events:** Create awareness by participating in community events, fairs, and festivals.

**7. Provide Support Services:**

**Case Management Services:** Offer case management services to help participants deal with any personal or financial challenges they might face during training.

**Life Coaching Services:** Separate from case management, provide life coaching to participants, focusing on optimal human performance, setting goals, taking risks, and building one's best life.

**8. Evaluate and Adjust:**

Data Collection: Collect and analyze data on the effectiveness of different outreach methods and adjust the strategy accordingly.

Participant Feedback: Regularly gather feedback from participants to assess their satisfaction levels and make necessary improvements.

#### 9. Legal and Ethical Considerations:

Compliance: Ensure all outreach and marketing efforts comply with legal and ethical standards, especially concerning privacy and data protection laws.

Transparency: Be transparent about the program's requirements, costs, and outcomes to build trust among the participants.

By implementing this comprehensive plan, the WDBVC can effectively reach and recruit the low-to-moderate income population in Ventura County, providing them with valuable healthcare training opportunities and helping them secure stable employment within the healthcare sector.

Consortium Media will be a contractor for the project.

Identify which of the 2018 declared disasters the program is related to. The disaster(s) related to the program can most often be determined by the Eligible Disaster Impacted Areas that the program will serve or benefit.

#### 10. Indicate the Disaster this program is related to:

DR-4407 (November 2018 fires impacting Butte, Los Angeles, and Ventura counties)

Applicant must demonstrate how the Workforce training program clearly ties-back to 2018 disasters, DR-4407 and/or DR-4382, by describing how the workforce training supports social and economic recovery of the Eligible Disaster Impacted Areas. The tie-back narrative should include details on how the training program will help improve economic stability, provide access to opportunities for LMI participants, and support long-term economic and social recovery for impacted communities.

#### 11. Provide a tie-back narrative demonstrating how the program will address economic impacts from the 2018 wildfire disaster(s).

Disasters are also known to considerably impact social determinants of health, such as housing and employment. For those who lose homes in disasters such as hurricanes and floods, rebuilding efforts can often take years, putting disaster survivors at risk of housing instability or homelessness. Disaster survivors from socially marginalized groups, including low-income residents and communities of color, are most at risk of experiencing long-term housing issues following disasters. A 2021 study by Rosenthal, Stover, and Haar found that wildfire destruction directly contributes to unemployment and economic instability in the area.

The 2018 wildfires in Ventura County significantly impacted the healthcare industry, resulting in both immediate and long-term economic repercussions. The wildfires caused widespread destruction, displacing residents, damaging infrastructure, and disrupting healthcare services. Here are some of how the wildfires affected the healthcare industry in Ventura County:

1. Increased demand for healthcare services: The wildfires led to a surge in healthcare services due to injuries, smoke inhalation, and other fire-related health issues. Emergency rooms, urgent care centers, and hospitals experienced a sudden influx of patients, requiring additional healthcare professionals to meet the increased demand.
2. Disruption of healthcare facilities: Some healthcare facilities were directly impacted by the fires, either by sustaining damage or being forced to evacuate. This disruption led to temporary closures and relocation of healthcare services, affecting access to care for the local population. In particular, the 2018 wildfire burned parts of Vista Del Mar Hospital, a behavioral health hospital in Ventura.
3. Mental health challenges: The wildfires caused significant trauma and emotional distress among individuals who lost their homes, possessions, and loved ones. Consequently, there was an increased need for mental health services to address post-traumatic stress disorder (PTSD), anxiety, depression, and other psychological issues.
4. Economic impact: The wildfires substantially impacted the healthcare industry in Ventura County. Healthcare facilities incurred costs associated with evacuation, relocation, and repairs. Additionally, the region experienced a decline in tourism and economic activity, indirectly affecting healthcare providers and professionals relying on a thriving local economy.

Following the wildfires, specific healthcare occupations became crucial for facilitating recovery and addressing the ongoing needs of the affected population. These occupations include:

1. Allied health professionals: Allied health professionals are involved with the delivery of health or related services pertaining to the identification, evaluation and prevention of diseases and disorders; dietary and nutrition services; rehabilitation and health systems management, among others.
2. Disaster response coordinators: Trained professionals must coordinate emergency response efforts, ensuring effective communication and

collaboration between healthcare facilities, emergency services, and community organizations.

3. Emergency medical technicians (EMTs) and paramedics: These frontline responders are vital in providing immediate medical care, transportation, and triage during emergencies.

4. Mental health professionals: Psychologists, psychiatrists, and counselors are needed to address the mental health challenges resulting from the wildfires. They provide counseling, therapy, and support to individuals and communities affected by trauma.

5. Case managers: These professionals assist in navigating the complex healthcare system, coordinating care, and ensuring patients receive appropriate services and resources.

6. Environmental health specialists: With the increased risk of smoke-related health issues, environmental health specialists help assess air quality, develop guidelines for safe re-entry into affected areas, and mitigate environmental hazards.

It is expected that healthcare occupations, including disaster response coordinators, EMTs, paramedics, mental health professionals, case managers, and environmental health specialists, will continue to be in demand in Ventura County since it is prone to wildfires. The VC HEAL program will focus on providing training in healthcare occupations, particularly those mentioned above. Training will be available through various educational pathways, including vocational schools, community colleges, universities, and specialized training programs. For example:

- Allied health professionals are in high demand, and organizations that employ allied healthcare workers need new ways to address the skill shortage.
- Disaster response coordinators may benefit from courses, certifications, or degrees in emergency management, public health, or disaster preparedness.
- EMTs and paramedics typically require completion of a state-approved training program, often offered at community colleges or vocational schools.
- Mental health professionals, such as psychologists, psychiatrists, and counselors, typically require advanced degrees in their respective fields and appropriate licensure or certification.
- Case managers may benefit from degrees or certifications in social work, nursing, or healthcare management, depending on the specific focus of their role.
- Environmental health specialists often require a bachelor's degree in environmental health or a related field, and they may need additional certifications or training specific to disaster response and air quality assessment.

In an April 2023 report conducted by the South Central Coast Center of Excellence, in 2021, there were 1,261 completions at local community colleges in allied health programs with 7,535 openings, indicating an undersupply. Additionally, a report in June 2023 suggested that the number of jobs for Medical Assistants is expected to increase, with 767 openings in 2021 but only 696 completions at local colleges.

Focusing on training individuals in healthcare occupations can aid in long-term economic recovery by:

1. Meeting ongoing healthcare needs: By training and mobilizing a skilled workforce in the occupations mentioned above, Ventura County can ensure that the healthcare demands of the affected population are adequately met. This enables a quicker recovery and reduces long-term healthcare burdens.
2. Restoring healthcare infrastructure: Investing in the affected areas' healthcare infrastructure helps rebuild the capacity and resilience of the local healthcare system. This supports immediate recovery efforts and strengthens the region's ability to respond to future disasters.
3. Job creation and economic stimulus: Ventura County can create job opportunities and stimulate the local economy by prioritizing the training and employment of healthcare professionals in demand. Healthcare occupations provide stable employment and contribute to the region's economic growth.
4. Promoting community well-being: Focusing on mental health professionals and resources can help address the long-term psychological impact of wildfires. The county can promote community well-being and resilience by prioritizing mental health services. Accessible and comprehensive mental health support can aid recovery, reduce the long-term effects of trauma, and enhance overall community wellness.
5. Strengthening disaster preparedness: The wildfires served as a wake-up call regarding the importance of disaster preparedness and response. By investing in training and resources for the identified healthcare occupations, Ventura County can enhance its readiness for future emergencies, ensuring a more effective and coordinated response.

In conclusion, the 2018 wildfires in Ventura County profoundly impacted the healthcare industry, causing immediate disruptions and long-term economic consequences. The county can support long-term economic recovery by focusing on healthcare occupations and occupations that were in demand and directly affected by the wildfires. Ventura County can invest in healthcare occupations to meet ongoing healthcare needs, restore healthcare infrastructure, create job opportunities, promote community well-being, and strengthen disaster preparedness, ultimately building a more resilient healthcare system and community.

DR-Workforce funds cannot be used to supplant existing local public funds on an existing Workforce Program. The public service of the training program must be either a new or expanded service to an existing Workforce Program. To qualify as an expanded service, applicants must demonstrate that the expanded service will result in a quantifiable increase in the level of an existing service than what was delivered in the last 12 months. To qualify as an existing service, the program should have been in operations for at least 12 months.

**12. Please indicate whether the program is new or existing.**

New Program

## SECTION II: SCOPE OF WORK

Application must include a detailed scope of work that includes: details on the training program and services that will be provided with course descriptions, the areas the services will be provided in and/or benefit, who will provide the Workforce training and services, steps that must be completed to initiate the training program, available training facilities and equipment, a clear statement that income eligible trainees will receive training services at no cost, and any other relevant program plans. Programs with public facility activities must also include a detailed explanation of all acquisition and/or capital improvements needed to provide for a training facility to deliver the workforce training program.

**13. Training Program Scope of Work.**

Each of the enrollees will be enrolled in healthcare training provided by Futuro Health. Futuro Health also provides support services to their students (also called scholars) to ensure that they complete their training. Scholars are supported at every step of their journey with high touch strategies that include nudging, counseling, text support, and individualized test preparation for their licensure exam. Scholars participate in coaching with Success Coaches who stay with each scholar throughout the entirety of the learning journey. Additionally, Futuro Health Coaches provide professional coaching, technology, and data analytics to increase enrollment, completion, and career readiness.

Scholars will also be enrolled in Futuro Health's Human Touch Healthcare™ Course. The Human Touch Healthcare™ coursework is a stand-alone, asynchronous, and synchronous immersive training course that provides learners with the essential interpersonal skills to become an allied health care professional. It is a prerequisite course for all technical training. Successful completion of this course indicates a much higher completion rate in the technical training that follows. Through this course, participants participate in interactive learning sessions, web-based content, videos demonstrations, journaling, assessments, and cohort-based live instruction that ensures transformative learning of each competency.

The course includes the following competencies: (1) Empathy & Compassion in Healthcare, (2) Cultural Competence, (3) Effective Communication, (4) Emotional Intelligence, (5) Teamwork & Collaboration, and (6) Ethics & Integrity. Upon completion of each module, students will perform learning assessments and earn digital badges demonstrating mastery of each competency. After completing the Human Touch Healthcare coursework, the learner will show competence in these areas:

Empathy & Compassion in Healthcare

- Understand empathy and its outcomes in healthcare
- Identify differences between sympathy, empathy, and compassion
- Understand common barriers to empathy and how to overcome them
- Learn how to display empathy using reflective listening and empathetic responses

Cultural Competence

- Understand the importance of cultural competence in healthcare
- Learn how to increase cultural competence self-awareness
- Utilize techniques to increase awareness of others
- Understand strategies for practicing cultural humility

Effective Communication

- Understand the role of building rapport and non-verbal communication
- Identify element of two- and three-way communication
- Understand elements of effective team communication
- Manage conflict between co-workers and patients

#### Emotional Intelligence

- Learn how to cope with stress and other work-related challenges
- Understand how to partner with others through relationship management
- Identify the elements of social and self-awareness
- Understand the importance of self-regulation

#### Teamwork & Collaboration

- Apply effective teamwork practices
- Learn techniques to effectively adjust and adapt to change
- Understand principles of accountability and self-leadership
- Identify and practice different conflict resolution techniques

#### Ethics & Integrity

- Demonstrate a personal and professional code of ethics
- Act with integrity and support active caring
- Understand HIPAA laws and regulations
- Display professionalism in a healthcare setting

Below are the Futuro Health course descriptions that the enrollees will have access to:

#### 1) Medical Assistant Training Program

Medical assistants are vital to the operation of doctors' offices, clinics, hospitals, and other medical facilities. They perform administrative and clinical duties under the direction of a physician or nurse practitioner. A few of the administrative roles include greeting patients, scheduling appointments, managing medical records, accounting, insurance billing, and coding. Clinical responsibilities include recording vital signs and medical histories, preparing patients for tests, aiding the physician during examinations, collecting blood and other lab specimens, and dispensing medications as directed.

Length of Study: 12-32 Weeks, depending on the education provider.

Modality: Lab, Externship

Online Type: Hybrid

Learning Outcomes: Upon completing the Medical Assistant training, you will be able to:

- Skillfully perform and document routine clinical procedures according to current office protocol.
- Perform and document routine administrative procedures according to current office protocol.
- Collect, process, and test diagnostic specimens.
- Maintain industry standards of quality control and safety principles in the workplace.
- Uphold legal and ethical standards and confidentiality for patient privacy.
- Effectively apply verbal, nonverbal, and written communication principles and skills in the workplace.
- Demonstrate professionalism through acceptable attitude, organization and time-management skills, and attire.
- Demonstrate an understanding of the course materials for successful completion to earn your professional certification.

After completing the Medical Assistant training program, graduates are eligible to sit for a certification exam administered by an accrediting authority. Depending on your given education partner, they will guide you through the exam test blueprint, prepare you, and pay your first exam fee.

Some programs for medical assistants include a phlebotomy part that trains students for:

- National Phlebotomy Certification (NCPT) offered through the National Center for Competency Testing (NCCT).
- Licensure by a California Certified Phlebotomy Technician 1 (CPT1) licensing agency.
- Specialty areas post completion of Pediatrics, Dermatology, Orthopedics, Oncology, OB/ GYN, and other areas addressed.

#### 2) Peer Support Specialist

A peer support professional is someone who works with individuals who are in recovery to foster connectedness and optimism. Your role is to interact with clients in an accepting, understanding, and validating way to facilitate their recovery.

A Peer Support Specialist is an adult (18-year-old or older) person who has self-identified as having lived experience with the recovery process from



mental illness, substance use disorder, or other significant traumas. You can also be a Peer Support Specialist if you experienced a close family member undergo the recovery process and now want to support others through the same. Futuro Health is a CalMHSA-approved vendor of the Peer Support Specialist training.

Peer support professionals assist clients in developing recovery objectives, practicing self-empowerment tactics, and taking meaningful actions toward establishing fulfilling, self-determined lives – and do so by sharing their own experiences and practical counsel.

This program calls for applicants who have lived experience dealing with vulnerabilities and disparities such as, but not limited, to these: being an immigrant, LGBTQ+, trauma victim, and other trauma-related conditions.

Length of Study: 8 weeks

Modality: 100% online, self-study

Online Type: Asynchronous

Learning Outcomes: This 80-hour program will meet the following learning outcomes to become a Peer Support Specialist:

- Support the ongoing provision of services for individuals experiencing mental health care needs, substance use disorder needs, or both, by certified peer support specialists.
- Support coaching, linkage, and skill-building of individuals with mental health needs, substance use disorder needs, or both, to families and significant support persons.
- Increase family support by building on the strengths of families and helping them achieve a better understanding of mental illness to help individuals achieve desired outcomes.
- Support collaboration with others providing care or support to the individuals or family.
- Assist parents, families, and individuals with developing coping mechanisms and problem-solving skills to help individuals achieve desired outcomes.
- Promote skill building for individuals in the areas of socialization, recovery, self-sufficiency, self-advocacy, development of natural supports and maintenance of skills learned in other support services.
- Encourage employment under the peer support specialist certification to reflect the culture, ethnicity, sexual orientation, gender identity, mental health service experiences, and substance use disorder experiences of the individuals peer support specialists serve.
- Encourage a deeper appreciation of the core competencies of peer workers, the core competencies being recovery-oriented, person-centered voluntary, relationship-focused, and trauma-informed.

### 3) Community Health Worker

The Community Health Worker (CHW) training program is designed as a self-paced (asynchronous) training course that provides students with the core competencies to earn the Community Health Worker Certificate. Throughout the program, the student will actively participate in web-based content, reading, interactive assignments, assessments, and a practicum to ensure the attainment of each core competency.

The main role of a Community Health Worker is to serve as a liaison between community members and health care, government, social service agencies, educational entities and CBOs. The learning modules have been designed to develop the students' core competencies and to build upon their lived experience. Students will learn about social determinants of health and their critical role in improving health equity/outcomes among vulnerable populations. Engage community members in a culturally sensitive manner to assess gaps/needs and provide resources. Utilize motivational interviewing techniques to help community members achieve their goals. Provide education based on adult education principles. Advance health equity and access to health care services through advocacy, data collection and evaluation. Throughout the modules critical thinking and sharing lived experiences will be encouraged.

Length of Study: 12 weeks (80 hours)

Modality: 100% online, self-study

Online Type: Asynchronous

Upon completion of the Community Health Worker training students will be able to:

- Understand the CHWs role, responsibilities, and scope of practice.
- Describe the role of CHWs in Public Health in addressing the social determinants of health and advancing health equity.
- Demonstrate ability to communicate in a culturally sensitive manner and engage culturally diverse populations.
- Display knowledge of Motivational Interviewing skills to support community members with goal setting and behavior change.
- Demonstrate service coordination and navigation techniques to assist individuals and families with resources.
- Educate community members to be informed, involved, and empowered.
- Display knowledge and skills in time management and goal setting
- Understand teaching methods and learning strategies to effectively convey information in a clear and concise manner.
- Understand advocacy strategies to provide social support to community members.

- Demonstrate knowledge of data collection, research, and reporting.

#### 4) Mental Health Worker

The Mental Health Worker course offering is currently under development, proposed for launch as a new program in 2024. The Futuro Health board of directors will approve all new proposed programs in November 2023. After this time, approved program information will be available to share publicly.

For on-site requirements for programs such as Medical Assistant, we would partner with approved sites (e.g. clinics, hospitals) in Ventura County for the required clinical externships. For example, trainees could be placed at Community Memorial Hospital (147 N Brent St, Ventura, CA 93003) or Los Robles Regional Medical Center (215 W Janss Rd, Thousand Oaks, CA 91360). These would be determined once it's clear how many participants are involved in each class and where they reside. Programs such as Peer Support Specialist do not have a required in-person training component.

In order to initiate the training program, a contract with Futuro Health must be put in place. The programs are already developed so the start-up time will be short.

In addition to training, providing career services to eligible trainees is crucial for successful workforce integration by Career TEAM, an existing contractor. Training and supportive services will be free to income eligible trainees. Below is a comprehensive plan for offering career services to participants:

##### 1. Career Counseling and Assessment:

Individual Career Counseling: Assign dedicated career navigators to assess participants' skills, interests, and goals, guiding them toward suitable career paths.

Skills Assessment: Administer skills assessments to identify strengths and areas needing improvement, enabling personalized training plans.

##### 2. Professional Development Workshops:

Resume Writing Workshops: Conduct sessions on creating effective resumes tailored to the healthcare industry, emphasizing relevant skills and accomplishments.

Interview Skills Training: Organize workshops to teach interview techniques, including mock interviews, to boost confidence and improve performance.

Networking Workshops: Guide networking strategies, both online and offline, emphasizing the importance of professional connections in the healthcare sector.

##### 3. Job Search Assistance:

Job Listings: Maintain a comprehensive database of job openings in the healthcare field, regularly updated and accessible to participants.

Job Matching: Offer personalized job matching services, aligning participants' skills and preferences with suitable employment opportunities.

Application Support: Assist participants in filling out job applications, tailoring each application to match specific job requirements.

##### 4. Job Placement Support:

Partnerships with Employers: Business navigators will foster relationships with local healthcare employers to create a direct pipeline for job placements, including internships and entry-level positions.

Job Fairs: Organize job fairs where participants can meet potential employers, submit resumes, and participate in on-the-spot interviews.

Interview Scheduling: Facilitate interview scheduling between participants and employers, ensuring a smooth process for both parties.

##### 5. Continuing Education and Upskilling:

Further Education Opportunities: Provide information about advanced educational programs, scholarships, and grants, encouraging participants to continue their education for career advancement.

Skill Enhancement: Offer workshops and courses to enhance participants' skills, keeping them competitive in the evolving healthcare landscape.

##### 6. Life Coaching:

Life Coaching: Separate from being assigned a Career Navigator, participants will also have a dedicated Life Coach. A Life Coach counsels and encourages clients through personal or career challenges. A life coach helps guide clients to reach their ultimate goals. Frequently, a life coach counsels clients in personal and professional arenas. This means career, personal development, relationships, nutrition, divorce, grief, and financial wellness.

#### 7. Support with Licensing and Certifications:

Licensing Guidance: Assist participants in understanding the licensing requirements for their chosen healthcare professions, guiding them through the application process.

Certification Support: Provide resources and preparation courses for relevant certifications, increasing participants' marketability and job prospects.

#### 8. Regular Follow-ups:

Post-Employment Support: Offer support even after participants secure employment, ensuring their successful integration into the workplace and addressing any challenges they may face.

Feedback Surveys: Conduct regular surveys to gather feedback from participants about the effectiveness of career services, using the insights to make necessary improvements.

Staff are all trained in implementing the Family-Centered Coaching model. Family-Centered Coaching is a set of strategies, tools, and resources that help human service organizations reinvent how they engage with families experiencing poverty. Family-Centered Coaching offers coaches, managers, and organizations a path to create and sustain robust holistic services and programs. By deciding to partner with families to address their needs and make progress on their goals, this partnership increases the likelihood of long-term success for everyone involved.

#### Holistic

Through Family-Centered Coaching, organizations can create opportunities to see and serve families holistically. For example, a parent may have goals to buy a home, to support their child's artistic interests, and to help an aunt with handling medical debt. Staff might focus solely on the goal that is most inline with their program outcomes. Yet all three of the parent's goals are interrelated. Can the parent buy a home and still afford to support their child's artistic interests? Does the aunt need immediate financial support to manage her medical costs, and if so, how does that affect the family's current and future budget and choices?

Without knowing the full range of family interests, many things could happen. A family might make choices that limit their ability to reach family goals in another area of life. Buying the home might mean the child can't take art classes. Or, unexpected events might pop up, and, having taken out a mortgage, the family might have to sell their house if the aunt's medical condition becomes more urgent.

#### Participant-Led

Participants are in the best position to know what solutions will work best for them. Even when coaches think they have the "right answer," it may not be a fit for each unique family. When participants feel judged or told what to do, it is unlikely that they will follow up on that advice. Alternatively, the practice of Family-Centered Coaching gives participants space to explore challenges and opportunities and come to their own solutions in a timeframe that works for them. Through this, participants tap into their intrinsic motivation to take and sustain action.

#### Fluid

Families are most successful when supported by a range of approaches. While there are many other approaches to engage with families, such as mentoring, counseling, solution-focused therapy, and family-support services, Family-Centered Coaching focuses on case management, readiness assessment, and coaching because they are most readily applied and used by providers across different fields.

Family-Centered Coaching offers guidelines to fluidly switch between these three approaches. For example, a family may start with a goal of finding a job but then lose their apartment. Then the participant and coach may decide to hold off on pursuing that job goal and move into case management mode to solve the housing issues. In a different scenario, a participant starts with the goal of becoming a nurse, but after two months they haven't taken the steps discussed during the coaching sessions. The participant and coach may decide to step back and assess readiness for change using motivational interviewing to help identify what is going on in the participant's life. Identifying which approach to use, and when, is one of the central skills of family-centered coaching.

#### Integrated

To empathetically and effectively partner with participants and families, Family-Centered Coaching integrates emerging practices from trauma-informed care, behavioral economics, and executive-skill building. These disciplines set important context for how people operate in the world, and provide tips for how to make changes easier.

All of us are constantly making big and small decisions, People with fewer resources are constantly forced to do more with less. Recent research shows that people with fewer resources have much higher stress levels because of the constant juggling and need to keep a family afloat. Added to this are the underlying and pervasive stressors of systemic racism and poverty, creating ongoing high levels of stress that affects decision-making. People under stress tend to focus narrowly on the current problems in front of them, a process called "tunneling," which makes it hard to see beyond the crisis at hand. Family Centered Coaching recognizes that institutional racism, implicit bias, poverty, and inequality causes many families to experience trauma and toxic stress on a daily basis.

Given these realities for low-income people, this research is “baked-in” to the mindsets, skills, tools, and resources offered through Family-Centered Coaching. Explore these promising practices and discover new opportunities to reduce stress and support families to make progress on their goals.

By implementing this plan, the WDBVC can empower trainees with skills and the resources and support needed to navigate their career paths in the healthcare sector successfully.

Case management will be provided through our locations at:

Oxnard – America’s Job Center of California  
2901 N. Ventura Road, Ste 300, Oxnard, CA 93036

Simi Valley – America’s Job Center of California  
2900 N. Madera Road, Ste 100  
Simi Valley, CA 93065

Ventura Community Service Center  
4651 Telephone Road, Ventura, CA 93003

Ojai Library  
111 E Ojai Ave, Ojai, CA 93023

Moorpark Community Service Center  
612B Spring Road, Ste 301 Moorpark, CA 93021

Thousand Oaks Community Service Center  
80E Hillcrest Drive, Ste 200, Thousand Oaks, CA 91360

VC Department of Child Support Services  
5171 Verdugo Way, Camarillo, CA 93012

Santa Clara Valley Community Service Center  
725 E. Main Street,, Santa Paula, CA 93060

Fillmore Community Service Center  
828 Ventura Street, Ste 200, Fillmore, CA 93015

Piru Library  
3811 Center Street Piru, CA 93040

Training will also be provided through a mobile job center that will be rented or procured through the project. The mobile unit will be cleared through an Environmental Review Record (ERR). We will work with our contractor, Career TEAM, on the acquisition, design, and maintenance of the mobile job center. Below is justification for a mobile job center:

**Increased Accessibility:** A mobile job center will reach out to communities that may have transportation barriers or difficulty accessing our traditional job centers. This could be especially important for residents in rural areas of Ventura County.

**Convenience:** By bringing services directly to communities, a mobile job center will make it more convenient for eligible people to learn about and enroll in the healthcare training programs. This can help to reduce barriers to participation in the workforce project.

**Targeted Outreach:** A mobile job center will be used to target outreach efforts to specific communities or populations that have been disproportionately affected by the disaster or that have a high need for healthcare training.

**Relationship Building:** A mobile job center will provide an opportunity for staff to build relationships with community members and organizations. This can help to increase trust and participation in the workforce project.

Reduced Costs: A mobile job center will be more cost-effective than purchasing a traditional brick-and-mortar job center, particularly since the project will serve all areas of Ventura County.

Asset Management of the mobile job center:

A regular maintenance schedule will be established to ensure the mobile job center functions safely and efficiently. This might include oil changes, tire rotations, and inspections by qualified mechanics. An inventory of all equipment and supplies will be taken within the mobile job center. This helps identify missing items and facilitates reordering when needed. Security measures will be implemented through a procedures manual like locking doors, alarm systems, or video surveillance to deter theft and vandalism when the mobile unit is not in use. Insurance coverage on the mobile job center will be maintained even after the grant ends.

Plans for Use After the Grant:

Funding through other sources will be used to continue to use of the mobile job center. The expansion of services offered through the mobile job center beyond healthcare training will be explored. It could be used for career counseling, job placement assistance, or workshops on different industries. The mobile job center's usage and impact will be tracked during the CDBG-DR grant period. This data can be used to demonstrate its effectiveness and secure future funding.

Prior to beginning the training program, an agreement will need to be executed with Career TEAM, who is an existing contractor that was procured through a Workforce Innovation and Opportunity Act (WIOA) federal program procurement. Career TEAM will provide case management and supportive services. Career TEAM will also subcontract with partner, Futuro Health, and that agreement will need to be executed as well. Futuro Health will provide the training. Upon execution of the Career TEAM contract, they will hire staff to work on the project. All County of Ventura staff are existing and do not need to be hired.

**14. Has any portion of the Program Scope of Work already commenced before or at time of application?**

No

HCD encourages Applicants to create formal partnerships for collaboration and increased program impact. If Partners will be included, describe how the Partner(s) will be involved in the program and their Workforce experience. See definition of Partner provided in the NOFA.

**15. Are Partners included in the application?**

Yes

**Describe the role of Partners involved in the program.**

Futuro Health is a partner that will be providing training to the enrollees. Futuro Health, a non-profit organization launched in 2020, is focused on improving the health and wealth of communities by growing the largest network of healthcare workers in the nation. Futuro Health makes education journeys into allied health careers possible by growing the talent that employers need and creating a path to opportunity that workers want. Futuro Health, in partnership with a diverse ecosystem, builds a path for student success from awareness, recruitment, and training, to launch into allied health "gateway occupations." Students are supported at every step of their journey with high touch coaching. Futuro Health is a critical partner in the California Consortium for Public Health Informatics & Technology (CCPHIT) with University of California, Berkeley, California State Universities, community colleges, employers and others. They bring Californians from diverse backgrounds onto education and credential pathways for placement into good, high road health care jobs that offer inclusive upward economic and social mobility. In 2022, they enrolled 3,275 individuals into allied healthcare education, bringing their total to over 8,000 diverse adults served. Futuro Health developed a comprehensive in-house information system, providing valuable insight to 30,000 applicants, with over 1 million contact points to assist Futuro Health students along their journey.

Career TEAM is an approved subrecipient from our recent Career System Center Services Request for Proposals and will provide case management and supportive services. Career TEAM will subcontract with Futuro Health, who will provide the training. Career TEAM is a contractor for the project (not a partner) and will provide services to job seekers and employers. Career TEAM has experience providing workforce development services in Ventura County. Career TEAM will prioritize developing career pathway programs for underserved or hard-to-serve individuals that deliver the basic academic and vocational skills needed to attain employment, industry-recognized credentials, and careers in high-demand middle-skill occupational clusters. Particular emphasis will be placed on underserved communities that experience high concentrations of poverty, unemployment, justice involvement, and other indicators associated with vulnerable communities. Career TEAM will provide multiple access points for outreach and engagement during regular business hours, evenings, and weekends, such as at County of Ventura Human Services Agency locations, libraries, community centers, food banks, shelters, community colleges, etc. Career TEAM will be expected to deliver services in the community where clients and potential clients are located. Finally, Career TEAM will accommodate and make available virtual services to expand access for the customer base and effectively deliver career services. Subrecipient staff will be trained to recognize trauma and mental health needs, incorporate trauma-informed approaches in case management, and make appropriate emergent referrals when necessary. Staff will be able to serve clients who speak a language other than English or have access to interpreter services to communicate with clients in their preferred language. Staff will also be expected to be available after-hours on-call to respond to their clients.

A new contract with Career TEAM will be executed for this project. Career TEAM was procured through a federal Workforce Innovation and Opportunity Act (WIOA) procurement done through the County of Ventura. The contract with Career TEAM will accommodate the CDBG-DR scope of work.

**Upload a copy of each pending or executed Partner Agreement.**

Ventura-VCHEAL\_Subrecipient\_Agreement\_2023.10.04.pdf

**Upload a copy of each pending or executed Partner Agreement.**

Ventura-VCHEAL\_Subrecipient\_Agreement\_2024.01.31.pdf

**Upload a copy of each pending or executed Partner Agreement.**

Ventura-VCHEAL\_Draft\_Futuro\_Agreement\_2024.01.31.pdf

**If Partner is a tribal entity, upload the Tribal Entity's bylaws or appropriate governing documents.**

**If Partner is a tribal entity, upload the Tribal adopted Authorizing Resolution.**

Applicant must provide a written Participant Supportive Service plan. Your plan should include the services needed, how were these services determined, the services that will be provided, who will provide them, how will the services be accessed, how the services meet the needs of your training program and the community and explain if the services are new or existing services already being provided.

**16. Describe your plan for providing Participant Supportive Services to eligible trainees in the Workforce training program.**

Providing participant supportive services is crucial to ensuring that eligible trainees in the program can focus on their education and training without being hindered by financial or personal barriers. The WDBVC has experience issuing supportive services through its Workforce Innovation and Opportunity Act (WIOA) programs and has a policy regarding issuance. First, each participant's needs assessment will be conducted to identify their specific needs, such as childcare, transportation, housing, or counseling services.

All services that will be provided will be free to eligible trainees. Career TEAM, the contractor, will provide the services to the eligible trainees either directly to vendors.

The requirements must be tied to the participant's employment or education goals. Below are examples of supportive services that we may provide:

- School Supplies: Provide supplies such as books, uniforms for externships, and more. These are existing services.
- Childcare Services: Collaborate with local childcare providers to offer on-site childcare services, making it easier for parents to attend classes. These are existing services.
- Public Transport: Provide transportation passes to participants who rely on public transit. These are existing services.
- Mileage Reimbursement: Offer mileage reimbursement for participants to get to school, work, or interviews. These are existing services.
- Rideshare Programs: Partner with rideshare companies to offer discounted rides for participants who live in areas with limited public transportation options. These are existing services.
- Temporary Housing: Establish partnerships with local hotels or shelters to provide temporary housing for homeless participants. The payments may not extend beyond three consecutive months and must be paid directly to the service provider on behalf of the program trainee. These are existing services.
- Health: Assist eligible participants in accessing medical, dental, and vision healthcare. These are existing services.
- Counseling Services: Offer counseling and mental health support services to address participants' emotional and psychological needs. These are existing services.

Enter the number of Participant Supportive Service that you project to be provided to the training program participants. Participant Supportive Services may be provided by either a Partner, Subrecipient, or a Training Operator that has expertise in the services they offer to help reduce barriers to participation in training and employment. Depending on the anticipated needs of the trainees, Participant Supportive Services can be delivered in a variety of ways to include, but not limited to on-site, mobile, or virtual.

**17. Enter the number of Participant Supportive Services projected to be provided to the trainees in the Workforce Training Program.**

8

Acquisition, construction and/or site improvements may be considered as supplemental activities to support the long-term community investment in the Public Service Workforce training program. Applicants must be able to complete these activities and commence the training program by December 31, 2024, and the facility must be used for an eligible Workforce Training program. No "Choice-limiting actions" may occur on a proposed project, or proposed site acquisition before both the federal and state environmental review processes are completed, even if that work/acquisition is being done using non-federal funds. Note: Rehabilitation and improvements of Public Facilities are eligible DR-Workforce activities, but new construction is not.

**18. Is acquisition, improvements, and/or rehabilitation of Public Facilities part of your scope of work in this application, regardless of funding source?**

No

Public Service activities are considered Exempt. Applicants that have Public Service only programs must submit their Environmental Review Form for Exempt or Categorically Excluded Not Subject to Section 58.5 Form at the time of application submission. For Applicants conducting Public Facility activities, the Environmental Review process must commence within 30 days of the effective date of the executed Standard Agreement. See the Application Guide for more information on Environmental Review Forms and to determine your level of review needed.

**19. Select the applicable Environmental Review category anticipated for the proposed Workforce program activities.**

Exempt

**Upload the applicable Public Service Environmental Review Form.**

Q-EnvironmentalReview-RevisedSIGNED.pdf

## SECTION III: BUDGET

Enter the total Amount of DR-Workforce Funds Requested.

**20. CDBG-DR Funding Amount Requested**

7,477,193.00

Enter the Project cost (CDBG-DR funding plus other funding for the total project cost).

**21. Total Project Cost**

7,477,193.00

**22. Upload detailed cost estimate prepared, signed, and stamped by a Licensed Architect or Professional Engineer licensed in the State of California.**

Ventura-VCHEAL\_Detailed Cost Estimate\_2023.12.07.pdf

As shown through completion of the total activity budget, if awarded, CDBG-DR funds will not result in a Duplication of Benefits (DOB). CDBG-DR funds may only be used to fund a gap in your total activity budget. If an applicant, or eventual subrecipient is found to have a DOB, supplanted funds or otherwise misled HCD about the need for additional funding, the situation will be treated as fraud, waste, and abuse of federal funds and HCD may recapture all or part of the funds.

**23. Will the CDBG-DR funding request result in a duplication of benefits?**

No

If you have applied for funding, but unsure if it constitutes as funding for workforce training activities, please leave the response blank and HCD will follow-up to confirm.

**24. Have you applied for other sources of funds to operate this program?**

No

Application must include a completed total activity budget and a completed signed DOB affidavit that clearly identifies all funding sources for your Workforce training program. The Total Activity Budget (Excel template located in the solicitation files) is a detailed budget template created by HCD for applicants to use as a tool to help develop their entire program cost estimate (not just CDBG-DR portion) for all phases of the program and to document other sources. General budget categories in this budget should at minimum include activity costs and activity delivery costs. Reminder, this budget reflects all costs to carry out your proposed activities, regardless of the funding source. Use the information provided in the Total Activity Budget to complete the CDBG-DR Budget. The DOB affidavit is also included in the solicitation files to be completed and uploaded below.

**25. Total Activity Budget**

Ventura-VCHEAL\_Total Budget\_2024.07.07.xlsx

A copy of the DOB affidavit is included in the solicitation files to be completed and uploaded below. Please list out all funding sources on the DOB affidavit and signed by the Authorized Representative.

**26. Upload the completed DOB Affidavit.**

Ventura-VCHEAL\_DOB\_Affidavit.pdf

Applicant must complete their applicable payee tax form (STD 204 or FI\$Cal). Payee tax forms are located in the solicitation files.

**27. Complete and upload the applicable Payee tax form for your organization/entity.**

L-FiscalForm-UpdatedSIGNED.pdf

CDBG-DR budgets found in the Grants Network portal are required at application submission. Applications submitted without a complete Grants Network budget will result in an ineligible application, from which the applicant may re-submit once the application is complete.

**28. Is the CDBG-DR budget completed in Grants Network?**

Yes

Budget narratives must be included on the CDBG-DR Budget in Grants Network to explain anything that impacts how the CDBG-DR funds will move in your activity. The budget narrative should include an itemized list of how the CDBG-DR funds will be spent and when, a description of how the planned expenditures were estimated, any unfunded budget gaps, and the cost of training per trainee if any non-LMI participants are subject to training costs. The budget narrative should also include information about activity viability if the project is only partially funded. For instance, can the project scope be reduced, the number of beneficiaries be reduced, can the project be scaled to the amount of funding available. Make sure the budget narrative has a relationship to the tasks and deliverables described in the application. Applications submitted without a complete Grants Network budget narrative will result in an ineligible application, from which the applicant may re-submit once the application is complete.



**29. Does the CDBG-DR budget include a detailed narrative of your Workforce Training Program budget within the Grants Network budget template?**

Yes

## SECTION IV: Program Schedule

Application must contain a Workforce Training Program Timeline to ensure compliance with all milestones provided within the Standard Agreement. Please complete the program timeline for your applicable program activity milestones by entering the dates you project to have each completed by. All Standard Agreements are expected to be executed by the first quarter 2024.

If any milestones are not applicable to your program, please enter N/A for the date.

Applicants that are recommended for awards will be contacted via Grants Network and provided with an opportunity to update their application program timeline schedule or other data that may have aged during the Applicant review period. Applicants will have 10 days to respond to requests. Awarded Applicants (Subrecipients) shall submit monthly activity and financial reports to HCD for review in Grants Network by the 10th calendar day of the month for the previous month's activity. Monthly reports are required to be submitted beginning the month after the Standard Agreement is executed.

Please note the DR-Workforce Standard Agreement performance milestone requirements below.

1. Project Start Date: All programs must commence activity within 30 days from the effective date of the SA.
2. Public Facility Environmental Review Start Date: Within 30 days from effective date of the SA
3. Acquisition Site Control Date: Within 60 days from Environmental Record Review (ERR) clearance.
4. Construction Start Date: Within 60 days from ERR clearance or, if applicable, from Acquisition/Lease completion.
5. Construction Completion Date: Must be completed prior to training program commencement date to begin serving Beneficiaries by December 31, 2024.
6. Training Program Start Date: Within 90 days from ERR clearance or construction/acquisition completion; but must begin serving Beneficiaries by December 31, 2024.
7. Fifty percent (50%) of the funds expended Date: At least ten (10) months prior to the Expenditure Deadline.
8. Final Expenditure Date: No later than January 31, 2026.
9. Program Closeout Date: No later than May 1, 2026.

## 30. PROGRAM MILESTONE TIMELINE

All programs must commence activity within 30 days from the effective date of the SA.

**Milestone #1: Date projected to Start DR-Workforce activities (incurring costs):**

Within 30 days from the executed SA with HCD

Programs that have Public Facility activities (rehab/improvements/acquisition) must commence the Environmental Record Review process within 30 days from effective date of the SA.

**Milestone #2: Date projected to begin the Public Facility Environmental Review:**

N/A

Programs that have Public Facility Acquisition activities must successfully complete Acquisition or lease within 60 days from Environmental Record Review (ERR) clearance.

**Milestone #3: Date projected to have Acquisition Site Control:**

N/A

Programs that have Public Facility construction related activities (rehab/improvements) must successfully begin to incur Construction costs within two (2) months from ERR clearance or, if applicable, from acquisition/lease completion.

**Milestone #4: Date projected to start construction:**

N/A

Programs that have Public Facility construction related activities (rehab/improvements) must complete Construction prior to the training program start date to begin serving Beneficiaries by December 31, 2024.

**Milestone #5: Date projected to complete construction:**

N/A

All training programs must commence the approved training program and services within three (3) months from ERR clearance or construction/acquisition completion; but must begin serving Beneficiaries by December 31, 2024.

**Milestone #6: Date projected to Start the Training Program:**

Summer 2024

Fifty percent (50%) of the Program funds must be expended at least ten (10) months prior to the Expenditure Deadline and serve fifty percent (50%) of its Beneficiaries identified in the application no later than six (6) months prior to the Expenditure Deadline.

**Milestone #7: Date projected to expend Fifty percent (50%) of the CDBG-DR awarded funds:**

March 31, 2025

Subrecipient must serve one hundred percent (100%) of its Beneficiaries identified in the application prior to the Expenditure Deadline and expend all program funds by January 31, 2026.

**Milestone #8: Date projected to Expend all CDBG-DR awarded funds:**

January 31, 2026

All DR-Workforce programs must commence the closeout process and submit a final activity report no later than 90 days from the expenditure deadline date.

**Milestone #9: Date projected to Close-out:**

May 1, 2026

## SECTION V: PROGRAM PLANS

Programs must offer free training to ELIGIBLE training participants (eligible = income qualified).

**31. Are all job training and accompanying services provided at no cost to eligible LMI trainees?**

Yes

General policies and procedures should include at minimum a section on: trainee recruitment, fee structure to participate (income eligible trainees cannot be charged but over income trainees could be, depending on your program's policies), the program's schedule, who can participate, and a description of the training courses and services offered.

**32. Do you have policies and procedures for the workforce training program proposed in this application?**

In Development

Application intake policies and procedures at a minimum should include application intake process, income verification, income documentation collection, eligibility review, and documentation maintenance.

**33. Do you have policies and procedures related to application intake for trainees?**

In Development

Include information on financial resources and staff capacity to sustain the project past the life of this grant.

**34. Describe how the organization plans to sustain the proposed new or expanded Workforce training program(s).**

Sustaining VC HEAL requires careful planning, strategic partnerships, and ongoing evaluation. Below is a comprehensive plan on how the WDBVC could support the program:

1. Diversify Funding Sources:

- Workforce Innovation and Opportunity Act (WIOA): Integrate the training into WIOA programming by ensuring the program is listed on the State's training provider list.
- Grants and Donations: Continuously seek grants from federal, State, and local governments, as well as private foundations. Also, encourage donations from local businesses and philanthropists interested in supporting workforce development initiatives.
- Corporate Partnerships: Forge partnerships with local businesses and corporations. Offer them benefits such as skilled graduates, tax incentives, and positive community engagement in exchange for financial support.

2. Continuous Program Evaluation:

- Data-Driven Decisions: Use data analytics to assess the program's effectiveness. Track employment rates, participant satisfaction, and employer feedback. Adjust the curriculum and support services based on the data to ensure relevance and success.
- Regular Reviews: Conduct regular internal and external program reviews. Seek feedback from participants, employers, and educators to identify

areas of improvement.

3. Engage Employers Actively:

- Customized Training: Collaborate closely with employers to design training programs that meet industry needs. Regularly update the curriculum to match the changing demands of the job market.
- Job Placement Commitments: Work with employers willing to hire program graduates. Establish partnerships with companies to ensure a steady demand for skilled workers.

4. Alumni Engagement:

- Alumni Networks: Create and maintain alum networks. Engage with graduates to mentor current students and assist with job placement efforts.
- Success Stories: Share success stories of program alums, demonstrating the positive impact of the training program. This can attract more participants and funding.

5. Community Partnerships:

- Social Service Collaboration: Partner with social service agencies to address participants' non-academic needs, such as housing, healthcare, and childcare. These partnerships can provide holistic support to participants.
- Local Organizations: Collaborate with local community organizations, non-profits, and faith-based groups. They can assist with outreach efforts, offer resources, and provide additional funding avenues.

6. Technology Integration:

- Online Learning: Explore online learning options to reach a wider audience. Develop interactive online courses and webinars, making education accessible to those with time constraints or physical limitations. The WDBVC has a contract with Metrix Learning, which has an online portal that delivers more than 7,000 courses and hundreds of certification opportunities.
- Learning Management Systems: Implement efficient learning management systems to streamline administrative tasks, track participant progress, and enhance overall program management.

7. Advocacy and Public Relations:

- Advocacy: Advocate for local, State, and national workforce development. Promote the program's success to policymakers, emphasizing its positive impact on the community and economy.
- Public Relations: Maintain a strong online presence, including a user-friendly website and active social media profiles. Regularly publish newsletters and press releases showcasing program achievements and upcoming events.

8. Continuous Staff Development:

- Training and Development: Invest in staff training to keep them updated with industry trends, teaching methodologies, and counseling techniques.
- Retention Strategies: Implement retention strategies to keep skilled and experienced staff members, ensuring program stability and consistency.

9. Financial Responsibility:

- Budget Management: Maintain strict financial oversight, ensuring resources are allocated efficiently. Regularly review budgets and seek cost-effective solutions without compromising program quality.
- Financial Reserves: Establish financial reserves to handle unexpected expenses and economic downturns, ensuring the program's stability during challenging times.

10. Policy Advocacy and Research:

- Research Initiatives: Engage in research initiatives to stay ahead of emerging trends in workforce development. Use research findings to adapt the program to industry demands.
- Policy Advocacy: Advocate for policies that support workforce development. Participate in discussions and collaborate with policymakers to positively influence decisions that impact workforce training programs.

By integrating these strategies, the WDBVC can sustain the program effectively, ensuring its long-term viability and continued positive impact on the community and workforce.

## SECTION VI: DUE DILIGENCE

Applications are required to include a completed authorizing resolution using the applicable Department approved authorizing resolution form and approved by the applicant's governing board. The authorizing resolution designates a person or persons responsible for, and authorized to, execute all documents related to the application of CDBG-DR funds. The Jurisdiction and the Organization Authorizing Resolution Templates are in the solicitation files. Please upload the Applicant's applicable Authorizing Resolution. If a governing body must prepare a separate resolution concurrently

that confirms to its local standard, it may do so in addition to preparing the resolution form provided by the Department.

Applicants must submit their approved resolutions on the form provided by the Department by the application submission due date. The Department will NOT accept resolutions after this time.

**35. Upload the approved and adopted Authorizing Resolution for the application.**

Ventura-VCHEAL\_Adopted Resolution\_2024.pdf

Proof of the Authorized Representative may be a screenshot of the authorized individual from your organization/jurisdiction website.

**36. Upload proof of identification of Authorized Representative.**

Ventura-VCHEAL\_AOR Proof\_2023.12.07.pdf

Applicants must provide proof from the federal System for Award Management that the Applicant, all application Partners, developers, consultants, and contractors participating in the application, the potential administration of the award, or the potential implementation of the activity are not debarred. HCD will perform a due diligence check at <https://sam.gov> to confirm that applicants are not on the federal government's debarment list.

**37. Is the primary Applicant or any of the Partners named in this application debarred from doing business with the federal government?**

No

**38. Upload applicable proof from the Federal System for Award Management (SAM).**

VC-FuturoHealth-CareerTeam-NonDebarmentProof.pdf

Poor past performance would not be cause for in-eligibility, but would result in a high-risk rating, assigned technical assistance (TA), and likely a special condition as part of the Standard Agreement.

**39. Has the applicant or any partners received a monitoring report from a federal agency, or an agency on behalf of a federal grant in the last 2 years?**

Yes

**Upload a copy of the monitoring report and any follow-up documentation in response to the report.**

Ventura-VCHEAL\_Applicant Mon Report \_2022.07.01.pdf

**Upload Box**

Ventura-VCHEAL\_Applicant Supporting Mon Doc \_2022.08.17.pdf

**Upload Box**

Ventura-VCHEAL\_Applicant Mon Report Closeout \_2023.02.21.pdf

All non-federal entities that expend \$750,000 or more in federal awards in a fiscal year are required to have a single audit for that year in accordance with the Single Audit Act of 1984, Single Audit Act Amendments of 1996, and 2 CFR §200 Subpart F-Audit Requirements.

**40. Has the primary applicant or any of the identified Partners been required to submit a Single Audit to the State Controller's Office?**

Yes

**Please upload the most recent single audit.**

Ventura-VCHEAL\_Applicant Audit\_2022.06.30.pdf

**Upload Box**

Provide details on the level of federal grant experience for this program's key staff and whether they are new hires or existing staff. For any staff recognized as having federal grant experience, please indicate the length of experience over time for each staff and which entity they are associated with (primary Applicant or Partner). If acquisition and/or construction activities are included in the Applicant's Workforce Training Program, then the Applicant and/or partner must have at least 1-year of experience with federal grants in carrying out federally funded acquisition and/or construction.

**41. Provide details on the level of staff experience with CDBG-DR or other federal grants management. Between the primary Applicant and the identified Partners, indicate how many years of related experience for each staff role listed.**

WDBVC Assistant Director (Applicant Staff) – This current staff member has nearly 15 years of federal grant experience and will be the grant liaison to CDBG. The WDBVC Assistant Director analyzes operations, trends, outcomes, processes, systems, etc. to determine and respond to changes required in policies and procedures; assists in or develops recommendations for policies and procedures. Current staff has thorough knowledge of: principles and practices of effective operational management and supervision; the use of automated systems; human resource practices and procedures; planning, organizing and directing work to meet workload demands; project and time management techniques and tools; work processes/methods related to the specific assignment; budget preparation, administration, and monitoring; and, researching and interpreting codes, regulations and policies.

WDBVC Business Solutions Manager (Applicant Staff) – This current staff member has 5 years of federal grant experience and will oversee activities with businesses. The Business Solutions Manager will conduct employer liaison activities with local businesses for the program. Staff has working knowledge of: Employment and training program practices and procedures; fiscal and administrative principles and practices; interviewing techniques and case management; and community resources and social services programs.

WDBVC Program Manager (Applicant Staff) – This current staff member has 5 years of federal grant experience and focuses on functions related to general administrative or program administration rather than on functions associated directly with client service delivery. This staff will review case files and provide technical assistance to the subrecipient. The current staff has thorough knowledge of: principles and practices of effective operational management and supervision; the use of automated systems; human resource practices and procedures; planning, organizing and directing work to meet workload demands; project and time management techniques and tools; work processes/methods related to the specific assignment; budget preparation, administration, and monitoring; and, researching and interpreting codes, regulations and policies.

Career TEAM Program Manager (Contractor Staff) – This staff member will oversee Career TEAM staff and will be a new hire. The Program Manager focuses on full management responsibility for strategy, planning, implementation, and evaluation of line operations and service delivery. This staff will provide daily supervision of staff activities. The staff member will have thorough knowledge of: WIOA theories and practices; the principles of supervision and management; the principles and techniques of budgetary preparation and analysis, fiscal management, organization and staffing; application of office automation to business processes; contract negotiation; marketing of services; and, public relations.

Provide details on the level of workforce training program experience for this program's key staff and whether they are new hires or existing staff. For any staff recognized as having workforce training program experience, please indicate the length of experience over time for each staff and which entity they are associated with (primary Applicant or Partner). Applicant an/or Partner must have at least 3-years combined experience with workforce training programs.

**42. Provide details on the level of staff experience with workforce training programs? Between the primary Applicant and the identified Partners, indicate how many years of experience for each staff with Workforce training experience.**

WDBVC Assistant Director (Applicant Staff) – This current staff member has nearly 15 years of workforce training experience and will be the grant liaison to CDBG. The WDBVC Assistant Director analyzes operations, trends, outcomes, processes, systems, etc. to determine and respond to changes required in policies and procedures; assists in or develops recommendations for policies and procedures. Current staff has thorough knowledge of: principles and practices of effective operational management and supervision; the use of automated systems; human resource practices and procedures; planning, organizing and directing work to meet workload demands; project and time management techniques and tools; work processes/methods related to the specific assignment; budget preparation, administration, and monitoring; and, researching and interpreting codes, regulations and policies.

WDBVC Business Solutions Manager (Applicant Staff) – This current staff member has 5 years of workforce training experience and will oversee activities with businesses. The Business Solutions Manager will conduct employer liaison activities with local businesses for the program. Staff has working knowledge of: Employment and training program practices and procedures; fiscal and administrative principles and practices; interviewing techniques and case management; and community resources and social services programs.

WDBVC Program Manager (Applicant Staff) – This current staff member has 5 years of workforce training experience and focuses on functions related to general administrative or program administration rather than on functions associated directly with client service delivery. This staff will review case files and provide technical assistance to the subrecipient. The current staff has thorough knowledge of: principles and practices of effective operational management and supervision; the use of automated systems; human resource practices and procedures; planning, organizing and directing work to meet workload demands; project and time management techniques and tools; work processes/methods related to the specific assignment; budget preparation, administration, and monitoring; and, researching and interpreting codes, regulations and policies.

Career TEAM Program Manager (Contractor Staff) – This staff member will oversee Career TEAM staff and will be a new hire. The Program Manager focuses on full management responsibility for strategy, planning, implementation, and evaluation of line operations and service delivery. This staff will provide daily supervision of staff activities. The staff member will have thorough knowledge of: WIOA theories and practices; the principles of supervision and management; the principles and techniques of budgetary preparation and analysis, fiscal management, organization and staffing; application of office automation to business processes; contract negotiation; marketing of services; and, public relations.

Career Navigators (Contractor Staff) – These new hire staff will conduct case management and direct participant services. The staff will demonstrate a working knowledge of case management procedures and, have a comprehensive knowledge of programs and their primary assignment, and serve as a resource for participants. Staff will have thorough of: principles and techniques of interviewing, case management and crisis intervention; conduct complex interviews and extract information both in person and over the telephone; community resources and human service programs available within the State, Community, and Career Center agency partnerships; principle of individual and group behavior; establish and maintain cooperative working relationships with people of diverse socio-economic backgrounds and levels; the laws, rules and policies governing CDBG operations; physical and mental illnesses and their impact on a clients ability to achieve a career.

Business Navigator (Contractor Staff) – This new staff member will liaison with businesses and participants. The staff will perform job development and employer liaison activities with local businesses. Staff will have working knowledge of: Employment and training program practices and procedures; fiscal and administrative principles and practices; interviewing techniques and case management; and community resources and social services programs.

**43. Provide a narrative to identify who will manage the program, their qualifications or experience, how they will manage it, and summarize current licensing and accreditations.**

WDBVC Assistant Director (Applicant Staff) – This current staff member has nearly 15 years of federal and workforce training experience and will be the grant liaison to CDBG. The WDBVC Assistant Director analyzes operations, trends, outcomes, processes, systems, etc. to determine and respond to changes required in policies and procedures; assists in or develops recommendations for policies and procedures. Current staff has thorough knowledge of: principles and practices of effective operational management and supervision; the use of automated systems; human resource practices and procedures; planning, organizing and directing work to meet workload demands; project and time management techniques and tools; work processes/methods related to the specific assignment; budget preparation, administration, and monitoring; and, researching and interpreting codes, regulations and policies. The WDBVC Assistant Director is a PhD, Certified Workforce Development Professional (CWDP), Journeyman Workforce Development Apprentice, Certified Business Services Consultant, and a Six Sigma Black Belt.

Career TEAM Program Manager (Contractor Staff) – This staff member will oversee Career TEAM staff and will be a new hire. The Program Manager focuses on full management responsibility for strategy, planning, implementation, and evaluation of line operations and service delivery. This staff will provide daily supervision of staff activities. The staff member will have thorough knowledge of: WIOA theories and practices; the principles of supervision and management; the principles and techniques of budgetary preparation and analysis, fiscal management, organization and staffing; application of office automation to business processes; contract negotiation; marketing of services; and, public relations.

**44. Upload organizational chart with lines of responsibility and authority in the administration of your organization. If Partners are part of your application, include their placement in the organization chart including their staff role titles.**

Ventura\_VCHEAL\_Org Chart\_2024.04.12.docx

**45. If there are any gaps in current capacity, describe those gaps and how you propose to fill them. Also detail the qualifications and experience required of staff to be hired/procured, if applicable.**

No capacity gaps.

**46. Do you have Procurement Policies and Procedures?**

Yes

**Upload Procurement Policies and Procedures.**

Ventura-VCHEAL\_Procurement PnP\_2024.01.31.pdf

**47. Do you have Policies and Procedures related to Environmental Review in accordance with the National Environmental Protection Act (NEPA)?**

In Development

All applicants that have acquisition public facility activities included in the project, regardless of funding source, will need to submit acquisition and relocation policies and procedures prior to Standard Agreement.

**48. Do you have Policies and Procedures related to acquisition and relocation in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act (URA)?**

N/A

All applicants that have construction related public facility activities included in the project, regardless of funding source, will need to submit a section 3 plan prior to Standard Agreement.

**49. Do you have a Section 3 Policy and Plan?**

N/A

All applicants that have construction related public facility activities included in the project, regardless of funding source, will need to submit construction policies and procedures that include reference to the Davis Bacon and Related Acts (DBRA) prior to Standard Agreement.

**50. Do you have Construction Policies and Procedures that include reference to the Davis Bacon and other Related Acts?**

N/A

Financial Management will address the following but is not limited to: - Internal controls – Financial reporting - Accounting records - Allowable costs - Budget controls - Cash management – Financial Management Records.

**51. Do you have Financial Management Policies and Procedures in accordance with 2 CFR 200?**

In Development

Record Management Policies and Procedures should include details on how you will maintain secure files that protect Personal Identifying Information

(PII).

**52. Do you have Record Keeping and Reporting Policies and Procedures?**

Yes

**Upload Record Keeping Policies and Procedures.**

Ventura-VCHEAL\_Records PnP\_2023.10.04.pdf

Program administrators are required to make reasonable efforts to provide language assistance to ensure meaningful access for LEP persons to the recipient's programs and activities by:

1. conducting a four-factor analysis,
2. developing a Language Access Plan (LAP), and
3. providing appropriate language assistance.

Instructions about how to comply with the LEP requirements and an LAP template are provided in Appendix D of the Policies and Procedures Manual and the Application Workbook Guide.

**53. Does your organization have a written plan to address Limited English Proficiency (LEP) beneficiaries in the program?**

Yes

**Upload LAP plan.**

Ventura-VCHEAL\_LAP\_2023.10.04.pdf

**54. Is the Equity Survey Form completed?**

Yes

**55. Is the Legislative Data Form completed?**

Yes

## SECTION VII: CERTIFICATIONS

By typing my name in the field below, I hereby certify that the information provided in this application is true, correct, and complete to the best of my knowledge. I am aware that making any materially false, fictitious, or fraudulent statement or representation may subject me to penalties under Section 1001 or Title 18 of the United States Code. In addition, I am aware that if I materially violate any required disclosure of violation, including concealing a material fact, I am subject to being fined under this title or imprisoned not more than five years, or both. Applicants that rely on consultants or grant writers to prepare the CDBG-DR application are strongly encouraged to review the application for completeness and correctness prior to submittal.

**56. Application Approver Name:**

Melissa Livingston

**57. Upload your signed Statement of Assurances and Certifications (Form in solicitation files)**

Statement of Assurances and Certifications.pdf

**58. Applicants that have any additional documentation to provide in support of their DR-Workforce application, may upload the documents below:**

Appendix D-2 Language Access Plan Template.pdf

**Additional File Upload**

**Additional File Upload**

**Additional File Upload**

**Additional File Upload**



## Additional File Upload

### Average Score

0.00

## Budget Worksheet

### View Budget Worksheet

<https://portal.ecivis.com/peerBudget/464B5EB4-6B05-47AA-A271-FDE4C05C0377>

## Application Goals

### View Application Goals

<https://portal.ecivis.com/peerGoals/F32C02C7-41DB-4060-8D63-B2606D51D650>

### # of Reviews

5

### # of Denials

0

### Text

## Applications: File Attachments

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### 5. Upload a project service location map in relation to the EDIA.

Ventura\_VCHEAL\_Project Map\_2023.10.04.pdf

### Upload the applicable Public Service Environmental Review Form.

Q-EnvironmentalReview-RevisedSIGNED.pdf

### 26. Upload the completed DOB Affidavit.

Ventura-VCHEAL\_DOB\_Affidavit.pdf

### 27. Complete and upload the applicable Payee tax form for your organization/entity.

L-FiscalForm-UpdatedSIGNED.pdf

### 44. Upload organizational chart with lines of responsibility and authority in the administration of your organization. If Partners are part of your application, include their placement in the organization chart including their staff role titles.

Ventura\_VCHEAL\_Org Chart\_2024.04.12.docx

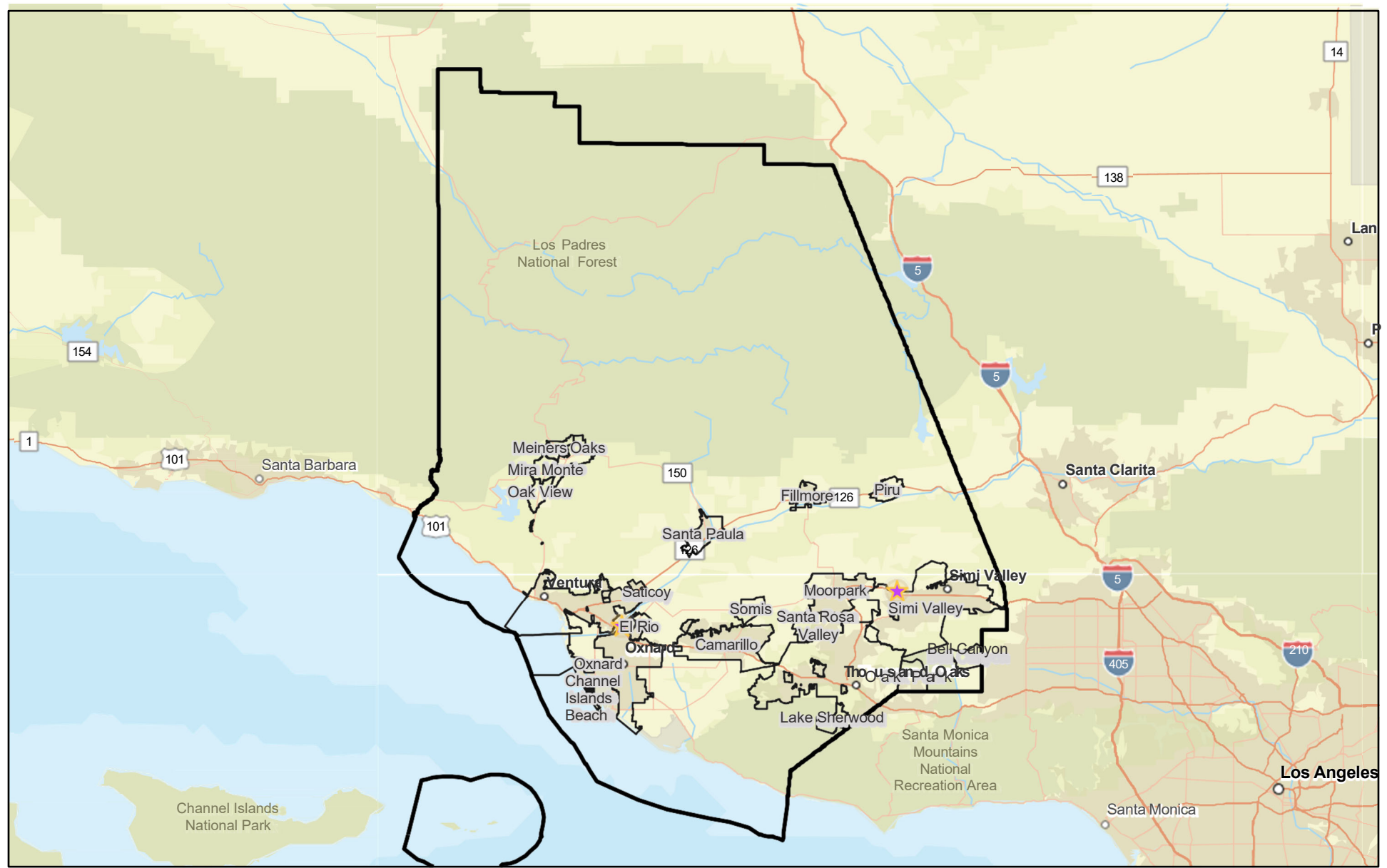
### 57. Upload your signed Statement of Assurances and Certifications (Form in solicitation files)

Statement of Assurances and Certifications.pdf



### 58. Applicants that have any additional documentation to provide in support of their DR-Workforce application, may upload the documents below:

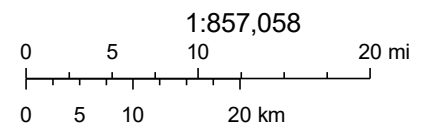
Appendix D-2 Language Access Plan Template.pdf

# project service location map in relation to the EDIA



10/4/2023, 9:47:21 AM

-  America's Job Center of CA
-  AJCC (1-mi buffer)



California State Parks, Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, Bureau of Land Management, EPA, NPS

18-DR Workforce Development-23003  
Approved Date: 10/24/2023  
Prep Date: 08/27/2024



**U.S. Department of Housing and Urban  
Development**

451 Seventh Street, SW  
Washington, DC 20410  
www.hud.gov

espanol.hud.gov

## **Environmental Review for Activity/Project that is Exempt or Categorically Excluded Not Subject to Section 58.5 Pursuant to 24 CFR Part 58.34(a) and 58.35(b)**

**This is a suggested format that may be used by Responsible Entities to document completion of an Exempt or Categorically Excluded Not Subject to Section 58.5 environmental review.**

### **Project Information**

**Project Name:** Ventura County Healthcare Employment Accelerator (VC HEAL)

**Responsible Entity:** Workforce Development Board of Ventura County

**Grant Recipient** (if different than Responsible Entity):

**State/Local Identifier:** CA

**Preparer:** Rebecca Evans

**Certifying Officer Name and Title:** Melissa Livingston  
Director  
Ventura County Human Services Agency

**Consultant** (if applicable): N/A

**Project Location:** Oxnard, CA

### **Description of the Proposed Project [24 CFR 58.32; 40 CFR 1508.25]:**

The project aims to train 250 low- and moderate-income individuals in high-demand healthcare occupations in Ventura County. Participants will also have access to case management, life coaching, and supportive services to ensure that they complete training and become employed.

### **Level of Environmental Review Determination:**

Activity/Project is Exempt per 24 CFR 58.34(a): (3)-Administrative and management activities  
(4)-Public services that will not have a physical impact or result in any physical changes, including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation and welfare or recreational needs.

Project Name

Project Locality and State

HEROS Number

Activity/Project is Categorically Excluded Not Subject To §58.5 per 24 CFR 58.35(b):

The project aims to train 250 low- and moderate income individuals in high-demand healthcare occupations in Ventura County. Participants will also have access to case management, life coaching and supportive services to ensure that they complete training and become employed.

**Funding Information**

Grant Number	HUD Program	Funding Amount
	HCD-CDBG-DR Workforce Development Program	\$7,500,000.00

**Estimated Total HUD Funded Amount:**\$7,500,000.00

**This project anticipates the use of funds or assistance from another Federal agency in addition to HUD in the form of (if applicable):**N/A

**Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]:**\$7,500,000.00

**Compliance with 24 CFR §50.4 and §58.6 Laws and Authorities**

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

<b>Compliance Factors:</b> Statutes, Executive Orders, and Regulations listed at 24 CFR 50.4 and 58.6	Are formal compliance steps or mitigation required?	Compliance determinations
<b>STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §58.6</b>		
<b>Airport Runway Clear Zones and Accident Potential Zones</b>  24 CFR Part 51 Subpart D	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	
<b>Coastal Barrier Resources</b>  Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	
<b>Flood Insurance</b>	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	

Project Name

Project Locality and State

HEROS Number

Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]		
---	--	--

**Mitigation Measures and Conditions [40 CFR 1505.2(c)]**

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure
N/A	N/A

Preparer Signature: Rebecca Evans Digitally signed by Rebecca Evans  
 Date: 2024.04.26 09:14:06 -07'00' Date: \_\_\_\_\_

Name/Title/Organization: Rebecca Evans, Executive Director, Workforce Development Board of Ventura County

Responsible Entity Agency Official Signature:

Melissa Livingston Digitally signed by Melissa Livingston  
 Date: 2024.04.29 07:07:58 -07'00' Date: \_\_\_\_\_

Name/Title: Melissa Livingston, Director, Ventura County Human Services Agency

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

**Organization Name:** Workforce Development Board of Ventura County

**Program Name:** Ventura County Healthcare Employment Accelerator (VC HEAL)

## DUPLICATION OF BENEFITS AFFIDAVIT

### INSTRUCTIONS

The affidavit is divided into three (3) components:

1. Funding Sources
2. Attachments
3. Signature of Authorized Representative

Read each component in full and provide the accurate information.

### Part 1. Funding Sources

This affidavit must be completed by all applicant(s) that have applied for and/or received any assistance from the CDBG-DR funded State of California 2018 DR-Workforce Program being offered by the California Department of Housing and Community Development (HCD) and signed by the Authorized Representative. The information within this affidavit will provide the California Department of Housing and Community Development (HCD) with vital information for processing the application required by the Stafford Act Section 312 on Duplication of Benefits.

In the table below, indicate with an "X" the program(s) for which you are applying AND any program you have received funds from. Also state the purpose of the assistance and status of the funds.

<b>Source</b> <b>INSTRUCTION NOTE: Please add further sources as necessary if they are not listed below (REMOVE THIS UPON COMPLETION)</b>	<b>Purpose of Assistance</b>  <i>Ex: Economic Development public services, Rehabilitation &amp; improvements of public facilities</i>	<b>Current Status of Funds</b>  <i>Ex: Obligated from FEMA, Pending Approval, etc.</i>	<b>Amount Received (\$)</b>
<input type="checkbox"/> U.S. Department of Housing and Urban Development			
<input type="checkbox"/> FEMA National Flood Insurance			
<input type="checkbox"/> FEMA Individual Assistance or Public Assistance			
<input type="checkbox"/> FEMA Hazard Mitigation Grant Program (HMGP)			
<input type="checkbox"/> Small Business Administration			
<input type="checkbox"/> U.S. Army Corps of Engineers			
<input type="checkbox"/> U.S. Department of Transportation			


<input type="checkbox"/> Federal Economic Development Agency			
<input type="checkbox"/> CARES Act / American Rescue Plan Act			
<input type="checkbox"/> State and Local Level Housing Department			
<input type="checkbox"/> State and Local Emergency Management Agency			
<input type="checkbox"/> State and Local Department of Transportation			
<input type="checkbox"/> Insurance			
<input type="checkbox"/> Philanthropic Funds			
<input type="checkbox"/> Utility Settlement			
<input type="checkbox"/> Budgeted Local Funds			
<input checked="" type="checkbox"/> Other: Dept. of Labor (DOL)	Workforce Development	Approved	\$1,550,832 received to date Total aff/0/ft a. II
<input type="checkbox"/> Other:			

**Part 2. Attachments**

Attached to this affidavit are copies of any and all acceptable document for each of the above referenced sources of funds identified as a result of the August 2018 and November 2018 fires, identified as presidentially declared disasters, DR-4382 and DR-4407.

**Part 3. Signature(s)**

I certify that the information provided in this affidavit is true and accurate to the best of my knowledge. I understand that if this information is not correct, it may affect the amount of any funds I may receive or may lead to the recapture of disbursed funds by HCD and/or HUD.

Melissa Livingston Ventura County Human Services Agency  
 Authorized Representative Printed Name Organization  
 11/07/2023  
 Authorized Representative Signature Date

**WARNING:** The information provided on this form is subject to verification by the State of California and the U.S. Department of Housing and Urban Development (HUD) at any time. Title 18, Section 1001 of the U.S. Code states that knowingly and willingly making a false or fraudulent statement to a department of the United States Government can result in termination of assistance and civil and criminal penalties.





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



July 21, 2023

Mrs. Rebecca Evans, Executive Director  
Workforce Development Board of Ventura County  
2901 N. Ventura Road (3rd Floor)  
Oxnard, CA 93036

Dear Mrs. Evans:

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) SUBGRANT AGREEMENT AA411044

Enclosed is a copy of your new WIOA Subgrant Agreement. The new agreement initiates the Program Year (PY) 2023-24 WIOA Subgrant and incorporates WIOA Youth formula funding under grant code 301. The term of these funds is from April 1, 2023, through June 30, 2025.

If you have any questions, please contact your Regional Advisor.

Sincerely,

/s/Maria McNamara  
Manager  
Financial Management Unit

Enclosure

cc: Veronica Champayne, Regional Advisor

WIOA SUBGRANT AGREEMENT

Workforce Development Board of Ventura County

SUBGRANT NO: AA411044  
MODIFICATION NO: New  
SUBRECIPIENT CODE: VNP  
UNIQUE ENTITY NO:  
INDIRECT COST RATE:

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

SUBRECIPIENT: Workforce Development Board  
of Ventura County  
2901 N. Ventura Road, Third  
Floor  
GOVERNMENTAL Oxnard, CA 93036  
ENTITY:  
Yes

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

- Funding Detail Chart
- General Provisions
- Youth Formula Rd 1

ALLOCATION(s)

The Pass-through Entity agrees to reimburse the Subrecipient not to exceed the amount listed hereinafter 'TOTAL'

PRIOR AMOUNT	\$0.00
INCREASE/DECREASE:	\$1,669,269.00
TOTAL:	\$1,669,269.00

TERM OF AGREEMENT

From:4/1/2023 To: 6/30/2025

Terms of Exhibits are as designated on each exhibit'

PURPOSE: To initiate Program Year (PY) 2023-24 WIOA Subgrant and incorporate WIOA Youth formula funding under grant code 301. Term of these funds is from 04/01/2023 - 06/30/2025.

APPROVED FOR PASS-THROUGH ENTITY(EDD)  
(By Signature)

APPROVED FOR SUBRECIPIENT (B igure)

Name and Title  
**KIMBERLEE MEYER**  
CHIEF  
CENTRAL OFFICE WORKFORCE SERVICES  
DIVISION

Name and Title  
Melissa Livingston  
Director  
Ventura County Human Services Agency

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

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

Signature of EDD Accounting Officer

Budget item: 7100 Fund: 0869 Budgetary Attachment: No  
Chapter: Statute: 2023 FY: 23124

SUBGRANT AGREEMENT  
 FUNDING DETAIL SHEET

SUBGRANT NO: AA411044  
 MODIFICATION NO: New

Workforce Development Board of Ventura  
 Cou\_n\_ty

I. Allocation

Funding Source	Prior Amount	Increase	Decrease	Adjusted Allocation
<b>WIA/WIOA Formula</b>				
96104 301 Youth Formula Rd 1 04/01/2023 to 06/30/2025 Prag/Element 61/90 Ref 101 Fed Catlg 17.259	\$0.00	\$1,669,269.00	\$0.00	\$1,669,269.00
<b>Total WIA/WIOA Formula1</b>	<b>\$0.001</b>	<b>\$1,669,269.0(If</b>	<b>\$0.0(II</b>	<b>\$1,669,269.0(II</b>
Grand Total:	\$0.00	\$1,669,269.00	\$0.00	\$1,669,269.00

NARRATIVE

SUBGRANT NO:M411044  
MODIFICATION NO: 0

SUBRECIPIENT:Workforce Development Board of Ventura County  
FAIN NO: 23A55AY000012  
FEDERAL AWARD DATE: 6/14/2023  
FUNDING SOURCE: Youth Formula Rd 1 - 301

TERM OF THESE FUNDS: 04/01/2023 - 06/30/2025

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

PROGRAM NARRATIVE

The purpose of this action is to initiate this Local Area's new Program Year (PY) 2023-24 Workforce Innovation and Opportunity Act (WIOA) Title I subgrant agreement and to incorporate WIOA Youth formula funding into Grant Code (GC) 301. The amount in GC 301 represents this Local Area's entire Youth formula allocation for PY 2023-24. The term date for these funds is April 1, 2023 through June 30, 2025. FAIN 23A55AY000012. The Local Area will operate the WIOA program in accordance with the approved Workforce Innovation and Opportunity Plan on file in the Central Office Workforce Services Division of the Employment Development Department, P.O. Box 826880, MIC 50, Sacramento, CA 94280-0001. Note: By signing this subgrant you agree to all of the Term and Conditions issued by the Department of Labor for all WIOA funding for Program Year (PY) 2023. The Term and Conditions are included in the transmission of this Master Subgrant.

This exhibit and the terms and conditions remain in full force and effect.

WIOA (2015)

Subrecipient: Workforce Development Board of Ventura County

Subgrant No: AA411044  
Modification No: New

## WIOA SUBGRANT AGREEMENT

### 1. Compliance

In performance of this subgrant agreement, Subrecipient will fully comply with:

- a. The provisions of the Workforce Innovation and Opportunity Act (WIOA), (29 U.S.C. §§ 3101- 3361 (2014), WIOA Final Regulations, and all legislation, regulations, directives, policies, procedures and amendments issued pursuant thereto.
- b. All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement WIOA.
- c. Title 2, Code of Federal Regulations (C.F.R.) part 200 (Office of Management and Budget Guidance) [OMB Guidance].
- d. Title 2, C.F.R. Part 2900 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) [Uniform Requirements].
- e. The provisions of the Jobs for Veterans Act (Pub. L. No. 107-288) as the law applies to Department of Labor (DOL) job training programs.
- f. Subrecipient will ensure diligence in managing programs under this subgrant agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of WIOA.

### 2. Certifications, Assurances, Standards

Except as otherwise indicated, the Subrecipient agrees to comply with the certifications, assurances and standards set out in Exhibit A: Certifications and Assurances, Exhibit B: Intellectual Property Provisions and Exhibit C: Confidentiality Requirements. Failure to comply with all requirements of the certifications, assurances and standards may result in suspension of payment under this subgrant agreement or termination of this subgrant agreement or both, and the Subrecipient may be ineligible for award of future state subgrant agreements/contracts if the Pass-through Entity determines that any of the following has occurred:

- a. false information on the certifications, assurances and standards, or
- b. violation of the terms of the certifications, assurances and standards by failing to comply with the requirements noted in Exhibits A, B and C.

### 3. Funding

It is mutually understood between the parties that this subgrant 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 subgrant agreement was executed after that determination was made.

- a. This subgrant agreement is valid and enforceable only if
  - i. sufficient funds are made available by the State Budget Act of the appropriate state fiscal years covered by this subgrant agreement for the purposes of this program, and
  - ii. sufficient funds are made available to the state by the United States Government for the fiscal years covered by this subgrant agreement for the purposes of this program. In addition, this subgrant agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this subgrant agreement in any manner.
- b. At the expiration of the terms of this subgrant agreement or upon termination prior to the expiration of this subgrant agreement, funds not obligated for the purpose of

this subgrant agreement will be immediately remitted to the Pass-through Entity, and no longer available to the Subrecipient.

- c. The Pass-through Entity retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing the Subrecipient is given prompt notice and the opportunity for an informal review of the Pass-through Entity's decision. The EDD Chief Deputy Director or his/her designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of the Subrecipient or a Subcontractor of the Subrecipient to comply with the provisions of this subgrant agreement, or with WIOA or other applicable regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.
- d. If applicable, the chief elected official (CEO) of a unit of general local government designated as a Local Workforce Development Area shall be liable to the Pass-through Entity for all funds not expended in accordance with WIOA, and shall return to the Pass-through Entity all of those funds. If there is more than one unit of general local government in a local area, the CEO(s) will be the individual(s) designated under an agreement executed by the CEO(s) of the local units of government. The CEO(s) designated under the agreement shall be liable to the Pass-through Entity for all funds not expended in accordance with WIOA, and shall return to the Pass-through Entity all of those funds.

#### 4. Requirement to Provide Certain Information in Public Communications (Steven's Amendment)

Pursuant to Public Law 116-260, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

- a. The percentage of the total costs of the program or project which will be financed with Federal money;
- b. The dollar amount of Federal funds for the project or program; and
- c. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

#### 5. Insurance

- a. Except for city and county governmental entities, Subrecipients must provide the Pass-through Entity evidence of the coverage specified in paragraphs (i), (ii), (iii) and (iv) below. The evidence of coverage shall include the registration number of the subgrant agreement for identification purposes.
  - i. Subrecipient will obtain a fidelity bond in an amount of not less than \_\_\_\_\_, prior to the receipt of funds under this subgrant agreement. If the bond is canceled or reduced, Subrecipient will immediately notify the Pass-through Entity. In the event the bond is canceled or revised, the Pass-through Entity will make no further disbursements until it is assured that adequate coverage has been obtained.
  - ii. Subrecipient will provide general liability insurance with a combined limit of \$1,000,000, or public liability and property damage coverage with a combined limit of not less than \$1,000,000.
  - iii. Subrecipient will provide broad form automobile liability coverage with limits as set forth in (ii) above, which applies to both owned/leased and non-owned automobiles used by the Subrecipient or its agents in performance of this subgrant agreement. Or, in the event that the Subrecipient will not utilize owned/leased automobiles but intends to require employees, trainees or other agents to utilize their own automobiles in performance of this subgrant agreement, Subrecipient will secure and maintain on file from all such employees, trainees or agents a self-certification of automobile insurance coverage.
  - iv. Subrecipient will provide workers' compensation insurance, which complies with provisions of the California Labor Code, covering all employees of the Subrecipient and all participants enrolled in work experience programs. Medical

and Accident Insurance will be carried for those participants not qualifying as "employee"(§ 3350, et seq. of the California Labor Code) for workers' compensation.

- v. The Pass-through Entity will be named as "Certificate Holder" of policies secured in compliance with paragraphs (i), (ii), (iii) and (iv) above and will be provided certificates of insurance or insurance company "binders" prior to any disbursement of funds under this subgrant agreement, verifying the insurance requirements have been complied with. The coverage noted in paragraphs (iii) and (iv) above must contain the following clauses:

1. Insurance coverage will not be canceled or changed unless 30 days prior to the effective date of cancellation or change written notice is sent by the Subrecipient to: Employment Development Department, Central Office Workforce Services Division Financial Management Unit, P.O. Box 826880, MIC 69, Sacramento, CA 94280-0001.
2. State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this subgrant agreement are concerned.
3. State of California is not responsible for payment of premiums or assessments on this policy.

- vi. Subrecipient agrees that the liability insurance herein provided for shall be in effect at all times during the term of this subgrant agreement. In the event said insurance coverage expires at any time or times during the time of this contract, the Subrecipient agrees to provide, at least 30 days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the subgrant agreement or for a period of not less than one year. New certificates of insurance are subject to the approval of the Pass-through Entity, and the Subrecipient agrees that no work or services shall be performed prior to such approval. The Pass-through Entity may, in addition to any other remedies it may have, terminate this subgrant agreement should Subrecipient fail to comply with these provisions.

## 6. Resolution

A county, city, district or other local public body must provide the state with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of this subgrant agreement. Preferably resolutions should authorize a designated position rather than a named individual.

## 7. Procurement Standards

The Subrecipient must use the methods of procurement in accordance with 2 C.F.R. § 200.320.

## 8. Grievances and Complaint System

Subrecipient will establish and maintain a grievance and complaint procedure in compliance with the WIOA section 181, OMB Guidance, Uniform Requirements, federal regulations and state statutes, regulations and policy.

## 9. Remedies for Non-Compliance

If the Subrecipient fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Pass-through Entity may impose additional conditions, as described in 2 C.F.R. § 200.207, Specific conditions. If the Pass-through Entity determines that noncompliance cannot be remedied by imposing additional conditions, the Pass-through Entity may take one or more of the following actions listed in 2 C.F.R. § 200.338.

## 10. Disallowed Costs

Except to the extent that the state determines it will assume liability, the Subrecipient will be liable for and will repay to the Pass-through Entity, any amounts expended under this subgrant agreement found not to be in accordance with WIOA including, but not limited to, disallowed costs. Such repayment will be from funds (Non-Federal), other than those received under the WIOA.

## 11. Termination

This subgrant agreement may be terminated in whole or in part for either of the two following circumstances:

- a. Termination for Convenience - Either the Pass-through Entity or the Subrecipient may request a termination, in whole or in part, for convenience. The Subrecipient will give a ninety (90) calendar-day advance notice in writing to the Pass-through Entity. The Pass-through Entity will give a ninety (90) calendar-day advance notice in writing to the Subrecipient.
- b. Termination for Cause - The Pass-through Entity may terminate this subgrant agreement in whole or in part when it has determined that the Subrecipient has substantially violated a specific provision of the WIOA, regulations, the Uniform Guidance or implementing state legislation and corrective action has not been taken.

All notices of termination must be in writing and be delivered personally or by deposit in the U. S. Mail, postage prepaid, "Certified Mail-Return Receipt Requested", and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U. S. Postal Service.

Notices to the Subrecipient will be addressed to:

Rebecca Evans  
Director/ Administrator  
Workforce Development Board of Ventura County  
2901 N. Ventura Road, Third Floor  
Oxnard, CA 93036

Notices to the Pass-through Entity will be addressed to:

Employment Development Department  
Central Office Workforce Services Division  
Financial Management Unit  
P.O. Box 826880, MIC 69  
Sacramento, CA 94280-0001

## 12. Audit Requirements

- a. The Subrecipient will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. All governmental and non-profit organizations must follow the audit requirements (single audit or program-specific audit requirement) of OMB Guidance, and Uniform Requirements.
- b. The Subrecipient and/or auditors performing monitoring or audits of the Subrecipient or its sub-contracting service providers will immediately report to the Pass-through Entity any incidents of fraud, abuse or other criminal activity in relation to this subgrant agreement, the WIOA, or its regulations.

## 13. Entire Agreement

This subgrant agreement contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise and any other agreement between the parties hereto. This subgrant agreement is not intended to and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the Pass-through Entity and the Subrecipient. Subrecipient represents and warrants it is free to enter into and fully perform this subgrant agreement.



#### 14. Unenforceable Position

In the event that any provision of this subgrant agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this subgrant agreement have force and effect and shall not be affected hereby.

#### 15. Accounting and Cash Management

- a. Subrecipient will comply with controls, record keeping and fund accounting procedure requirements of WIOA, federal and state regulations, and directives to ensure the proper disbursement of, and accounting for, program funds paid to the Subrecipient and disbursed by the Subrecipient, under this subgrant agreement.
- b. Subrecipient will submit requests for cash to coincide with immediate cash needs and assure that no excess cash is on deposit in their accounts or the accounts of any sub-contracting service provider in accordance with procedures established by the Pass-through Entity. Failure to adhere to these provisions may result in suspending cash draw down privileges and providing funds through a reimbursement process.
- c. The Pass-through Entity retains the authority to adjust specific amounts of cash requested if the Pass-through Entity's records and subsequent verification with the Subrecipient indicate that the Subrecipient has an excessive amount of cash in its account.
- d. Income (including interest income) generated as a result of the receipt of WIOA activities, will be utilized in accordance with policy and procedures established by the Pass-through Entity. Subrecipient will account for any such generated income separately.
- e. Subrecipient shall not be required to maintain a separate bank account but shall separately account for WIOA funds on deposit. All funding under this subgrant agreement, will be made by check or wire transfer payable to the Subrecipient for deposit in Subrecipient's bank account or city and county governmental bank accounts.  
To provide for the necessary and proper internal controls, funds should be withdrawn and disbursed by no less than two representatives of the Subrecipient. The Pass-through Entity will have a lien upon any balance of WIOA funds in these accounts, which will take priority over all other liens or claims.

#### 16. Amendments

This subgrant agreement may be unilaterally modified by the Pass-through Entity under the following circumstances:

- a. There is an increase or decrease in federal or state funding levels.
- b. A modification to the Subgrant is required in order to implement an adjustment to a Subrecipient's plan.
- c. Funds awarded to the Subrecipient have not been expended in accordance with the schedule included in the approved Subrecipient's plan. After consultation with the Subrecipient, the Pass-through Entity 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 manner consistent with state and federal law, regulations and policies, reverting to the Pass-through Entity.
- d. There is a change in state and federal law or regulation requiring a change in the provisions of this subgrant agreement.
- e. An amendment is required to change the Subrecipient's name as listed on this subgrant agreement. Upon receipt of legal documentation of the name change, the state will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

Except as provided above, this subgrant agreement may be amended only in writing by the mutual agreement of both parties.

#### 17. Reporting

Subrecipient will compile and submit reports of activities, expenditures, status of

cash, and closeout information by the specified dates as prescribed by the Pass-through Entity. All expenditure reports must be submitted upon the accrual basis of accounting. Failure to adhere to the reporting requirements of this agreement will result in funds not being released.

#### 18. Records

- a. If participants are served under this subgrant agreement, the Subrecipient will establish a participant data system as prescribed by the Pass-through Entity.
- b. Subrecipient will retain all records pertinent to this subgrant agreement for a period of three years from the date of final payment of this subgrant agreement. If, at the end of three years, there is litigation or an audit involving those records, the Subrecipient will retain the records until the resolution of such litigation or audit. Refer to OMB Guidance, Subpart D, Part 200.333-200.337.
- c. The Pass-through Entity and/or the DOL, or their designee (refer to OMB Guidance, section 200.336) will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this subgrant agreement. For purposes of this section, "access to" means that the Subrecipient shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this agreement. The Subrecipient shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the subgrant. Subrecipient's performance under the terms and conditions herein specified will be subject to an evaluation by the Pass-through Entity of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

#### 19. Subcontracting

- a. Any of the work or services specified in this subgrant agreement which will be performed by other than by the Subrecipient will be evidenced by a written agreement specifying the terms and conditions of such performance.
- b. The Subrecipient 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 ensuring accountability.
- c. The system for awarding contracts will contain safeguards to ensure that the Subrecipient does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

#### 20. Consultants

Fees paid to a consultant, who provides services under a program, shall be limited to \$750 per day (representing an 8 hour work day). Any fees paid in excess of this amount cannot be paid without prior approval from the Grant Officer.

#### 21. Conflicts

- a. Subrecipient will cooperate in the resolution of any conflict with the DOL that may occur from the activities funded under this agreement.
- b. In the event of a dispute between the Pass-through Entity and the Subrecipient over any part of this subgrant agreement, the dispute may be submitted to non-binding arbitration upon the consent of both the Pass-through Entity and the Subrecipient. An election for arbitration pursuant to this provision will not preclude either party from pursuing any remedy for relief otherwise available.

#### 22. Indemnification

- a. The following provision applies only if the Subrecipient is a governmental entity:

Pursuant to California Government Code § 895.4, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.

b. The following provision applies only if the Subrecipient is a non-governmental entity:

The Subrecipient agrees to the extent permitted by law, to indemnify, defend and hold harmless the Pass-through Entity, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materials persons, laborers and any other persons, firms or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by the Subrecipient in the performance of this subgrant agreement.

### 23. Signatures

This subgrant agreement is of no force and effect until signed by both of the parties hereto. Subrecipient will not commence performance prior to the beginning of this subgrant agreement.

Contact information for the awarding official of the Pass-through Entity:

Name: Kimberlee Meyer  
Title: Chief  
Address: P.O. Box 826880, MIC 50  
Sacramento, CA 94280-0001

### Exhibit A

#### Certifications and Assurances

- a. Corporate Registration: The Subrecipient, if it is a corporation, certifies it is registered with the Secretary of the State of California.
- b. Americans with Disabilities Act (ADA): Subrecipient assures that it complies with the ADA of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. § 12101 et seq.)
- c. Sectarian Activities: The Subrecipient certifies that this subgrant agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- d. National Labor Relations Board certification Subrecipient certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Subrecipient within the immediately preceding two-year period because of Subrecipient's failure to comply with an order of a Federal court, which orders Subrecipient to comply with an order of the National Labor Relations Board. (Pub. Contract Code § 10296) (Not applicable to public entities.)
- e. Federal Funding Accountability and Transparency Act (FFATA): By signing this subgrant agreement, Subrecipient hereby assures and certifies to comply with the provisions of FFATA, which includes requirements on executive compensation, and requirements implementing FFATA at 2 C.F.R. part 25 and 2. C.F.R. part 170.
- f. Prior Findings: Subrecipient, by signing this subgrant agreement, certifies that it has not failed to satisfy any major condition in a current or previous subgrant agreement with the 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.
- g. Drug Free Workplace requirement: Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

2. Establish a Drug-Free Awareness Program to inform employees about:
  - i. the dangers of drug abuse in the workplace;
  - ii. the person's or organization's policy of maintaining a drug-free workplace;
  - iii. any available counseling, rehabilitation and employee assistance programs; and,
  - iv. penalties that may be imposed upon employees for drug abuse violations.
3. Every employee who works on the proposed subgrant agreement will:
  - i. receive a copy of the company's drug-free workplace policy statement; and,
  - ii. agree to abide by the terms of the company's statement as a condition of employment on the subgrant agreement.
4. Failure to comply with these requirements may result in suspension of payments under this subgrant agreement or termination of the subgrant agreement or both and Subrecipient may be ineligible for award of any future subgrant agreements if the Pass-through Entity determines that any of the following has occurred: the Subrecipient has made false certification; or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 et seq.)
- h. Expatriate Corporations: Subrecipient hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code §§ 10286 and 10286.1, and is eligible to contract with the State of California.
- i. Priority Hiring considerations: If this subgrant agreement includes services in excess of \$200,000, the Subrecipient shall give priority consideration in filling vacancies in positions funded by the subgrant agreement to qualified recipients of aid under Welfare and Institutions Code § 11200 in accordance with Pub. Contract Code § 10353.
- j. Sweatfree Code of Conduct:
  1. All Subrecipients contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to this subgrant agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Subrecipient further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code § 6108.
  2. The Subrecipient agrees to cooperate fully in providing reasonable access to the Subrecipient's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (1).
- k. Child Support Compliance: For any Agreement in excess of \$100,000, the Subrecipient acknowledges in accordance with Public Contract Code § 7110, that:
  1. The Subrecipient recognizes the importance of child and family support obligations and shall fully comply with all 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 § 5200) of Part 5 of Division 9 of the Family Code; and
  2. The Subrecipient, to the best of its knowledge is fully complying with the

earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Pass-through Entity.

I. Air/Water Pollution violation certification: Under the State laws, the Subrecipient shall not be:

1. in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
2. subject to cease and desist order not subject to review issued pursuant to § 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
3. finally determined to be in violation of provisions of federal law relating to air or water pollution.

m. Clean Air Act: Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).

n. Domestic Partners: For contracts over \$100,000 executed or amended after January 1, 2007, the Subrecipient certifies that it is in compliance with Public Contract Code § 10295.3.

o. Debarment and Suspension Certification: By signing this subgrant agreement, the Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that the Subrecipient will comply with regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension and OMB Guidance 2 CFR Part 180, that the prospective participant (i.e., Subrecipient), 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 subgrant agreement 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 Section 2 of this certification.
4. Have not within a three-year period preceding this subgrant agreement had one or more public transactions (federal, state or local) terminated for cause of default.

Where the Subrecipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

p. Lobbying Restrictions: By signing this subgrant agreement, the Subrecipient hereby assures and certifies to the lobbying restrictions in 2 C.F.R. §200.450, 29 CFR Part 93 and in the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352).

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, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this subgrant agreement, the

undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. The undersigned shall require that the language of the lobbying restrictions be included in the award documents for subgrant agreement transactions over \$100,000 (per OMB) at all tiers (including subgrant agreements, contracts 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 the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

q. Nondiscrimination Clause:

1. As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the Subrecipient assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:
  - i. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status and gender identity), national origin (limited English proficiency), age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;
  - ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
  - iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
  - v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Subrecipient also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the Subrecipient's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the Subrecipient makes to carry out the WIOA Title I-financially assisted program or activity. The Subrecipient understands that the United States has the right to seek judicial enforcement of this assurance.

- r. Avoidance of Conflict of Economic Interest: An executive or employee of the Subrecipient, an elected official in the area or a member of the Local Board, 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 Subrecipient or Pass-through Entity. Supplies, materials, equipment or services purchased with subgrant agreement funds will be used solely for purposes allowed under this subgrant 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.

## Exhibit B

### Intellectual Property Provisions

#### Federal Funding

Pursuant to 2 CFR 200.315, in any subgrant funded in whole or in part by the federal government, Pass-through Entity acquires the title to intangible property, as defined in 2 CFR 200.59 as including Intellectual Property, which results directly or indirectly from the subgrant. The federal government shall have a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use the Intellectual Property for Federal purposes, and to authorize others to do so. Additionally, pursuant to 2 CFR 2900.13, Intellectual Property developed under this subgrant will be licensed under a Creative Commons Attribution license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and requires such users to attribute the work in the manner specified by the Pass-through Entity.

## Exhibit C

### Confidentiality Requirements

The State of California and the Subrecipient will exchange various kinds of information pursuant to this subgrant 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 or when the disclosure is restricted or prohibited by any provision of law. 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 EDD, the California Department of Social Services, the California Department of Education, the California Department of Corrections and Rehabilitation, the County Welfare Department(s), 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 Pass-through Entity and Subrecipient 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 security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- c. The Subrecipient agrees that information obtained under this subgrant agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this agreement.
  1. Aggregate Summaries: All reports and/or publications developed by the Subrecipient based on data obtained under this agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
  2. Publication: Prior to publication, Subrecipient shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to California Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
  3. Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.

- d. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.
- e. The Subrecipient shall notify Pass-through Entity's Information Security Office of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (916) 654-6231. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets.

The Subrecipient shall cooperate with the Pass-through Entity in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If the Subrecipient learns of a breach in the security of the system which contains confidential data obtained under this Subgrant, then the Subrecipient must provide notification to individuals pursuant to California Civil Code Section 1798.82.

The Subrecipient shall be responsible for all costs incurred by the Pass-through Entity due to a security incident resulting from the Subrecipient's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, or destruction; or loss, theft or misuse of an information asset. If the Subrecipient experiences a loss or breach of data, the Subrecipient shall immediately report the loss or breach to the Pass-through Entity. If the Pass-through Entity determines that notice to the individuals whose data has been lost or breached is appropriate, the Subrecipient will bear any and all costs associated with the notice or any mitigation selected by the Pass-through Entity. These costs include, but are not limited to, staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach or loss of data.

- f. The Subrecipient shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Subgrant. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
- g. At no time will confidential data obtained pursuant to this agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- h. Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in Section 1798.55 of the California Civil Code, Section 502 of the California Penal Code, Section 2111 of the California Unemployment Insurance Code, Section 10850 of the California Welfare and Institutions Code and other applicable local, state and federal laws.
- i. 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.
- j. All Subrecipient staff and subcontractors that are provided access to any data systems of the Pass-through Entity, excluding CalJOBS, are required to complete and sign an Employee Confidentiality Statement (DE 7410).
- k. 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.
- l. If the Pass-through Entity or Subrecipient enters into an agreement with a third party to provide WIOA services, the Pass-through Entity or Subrecipient 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.

m. The Subrecipient may, in its operation of the America's Job Center of California (AJCC), permit an AJCC Operator to enter into a subcontract to manage confidential information. This subcontract may allow an individual to register for resume distribution services at the same time the individual enrolls in CalJOBS.

Subrecipient shall ensure that all such subcontracts comply with the intellectual property requirements of this subgrant agreement, the confidentiality requirements of this subgrant agreement and any other terms of this subgrant agreement that may be applicable. In addition, the following requirements must be included in the subcontracts:

1. All client information submitted over the internet to the subcontractor's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Clients' social security numbers must be stored in a separate database within the subcontractor's network of servers, and protected by a firewall and a secondary database server firewall or AES data encryption. If a subcontractor receives client social security numbers or other confidential information in the course of business, for example a resume-distribution service that provides enrollment in CalJOBS, social security numbers must be destroyed within two days after the client registers for CalJOBS. If a subcontractor obtains confidential information as an agent of the Subrecipient, the subcontract must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. Social security numbers and other client specific information shall not be retained for more than three years after a client completes services.
2. Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the subcontractor's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the subcontract.
3. An AJCC client must still be given the option to use the AJCC's services, including CalJOBS, even if he or she chooses not to use any services of the subcontractor. This option shall be prominently, clearly and immediately communicated to the client upon registration within the AJCC or for CalJOBS, the subcontractor's resume-distribution services, or any other services subcontractor offers to the client or the AJCC Operator.
4. The subcontractor must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services the subcontractor offers. The subcontractor shall not use a client's personal and/or demographic information without the client's prior permission. A link to the subcontractor's Privacy Policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.
5. When the Pass-through Entity modifies State automated systems such as the State CalJOBS System, it shall provide reasonable notice of such changes to the Subrecipient. The Subrecipient shall be responsible to communicate such changes to the AJCC Operator(s) in the local area.

n. 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. As of this date, the following are those individuals:

FOR THE PASS-THROUGH ENTITY:

Name: Nicole Laktash  
Title: Section Manager  
Address: P.O. Box 826880, MIC 50  
Sacramento, CA 94280-0001  
Telephone: (916) 654-6804  
Fax: (916) 654-9586

FOR THE SUBRECIPIENT:

Name: Melissa Livingston  
Title: Director, Human Services Agency, County of Ventura  
Telephone: (805) 477-5302  
Fax: (805) 477-5385

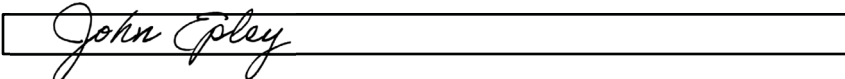
The principal purpose of the information provided is to establish the unique identification of the government entity.

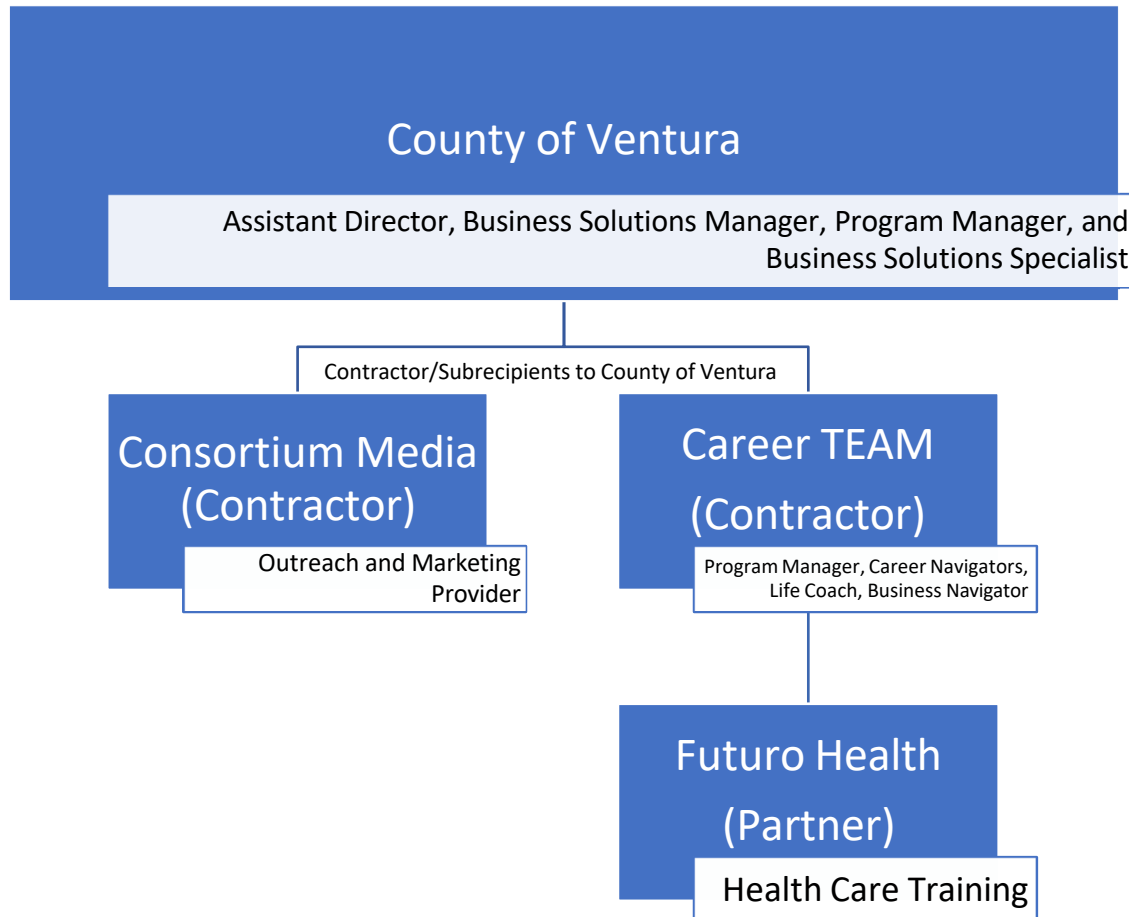
**Instructions:** You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields marked with an asterisk (\*) are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal Government Agency Name*	County of Ventura, Human Services Agency		
Remit-To Address (Street or PO Box)*	855 Partridge Drive		
City*	Ventura	State *	CA Zip Code*+4 93003
Government Type:	<input type="checkbox"/> City	<input checked="" type="checkbox"/> County	Federal Employer Identification Number (FEIN)*
	<input type="checkbox"/> Special District	<input type="checkbox"/> Federal	95-6000944
	<input type="checkbox"/> Other (Specify)		

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

Dept/Division/Unit Name		Complete Address	
Dept/Division/Unit Name		Complete Address	
Dept/Division/Unit Name		Complete Address	
Dept/Division/Unit Name		Complete Address	

Contact Person*	John Epley	Title	Accountant
Phone number*	805-477-5406	E-mail address	John.Epley@ventura.org
Signature*		Date	2/9/24



The County of Ventura will be the fiscal agent for the program. The Workforce Development Board of Ventura County is a department of the Human Services Agency of the County of Ventura.

Career TEAM is a procured contractor of the County of Ventura that is providing Workforce Innovation and Opportunity Act (WIOA) services for the Workforce Development Board of Ventura County. Career TEAM will be a contractor for this project. Additionally, Futuro Health is a partner and will be a subcontractor to Career TEAM to provide healthcare training to eligible trainees.

Finally, Consortium Media is also an existing procured contractor that will provide outreach to eligible trainees.

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY  
**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**  
**DIVISION OF STATE/ FEDERAL FINANCIAL ASSISTANCE**  
2020 W. El Camino Avenue, Suite 670 / 200, 95833  
P. O. Box 952054  
Sacramento, CA 94252-2054  
(916) 263-2771  
[www.hcd.ca.gov](http://www.hcd.ca.gov)

GAVIN NEWSOM, *Governor*



## 2023 CDBG-DR Application Certifications and Statement of Assurances

The Applicant hereby certifies the following:

### 1. Legal Authority:

It possesses the legal authority to apply for and execute the proposed activity(s) in the application.

### 2. Application Authorization:

Its governing body has duly adopted or passed as an official act or resolution, motion, or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the applicant's chief executive officer or other designee to act in connection with the application and to provide such additional information and assurances as may be required.

### 3. Citizen Participation:

It has or will comply timely with all citizen participation requirements, which include, at a minimum, the following components:

- A. Provides for and encourages citizen participation, with particular emphasis on participation by persons of low- and moderate- income for which CDBG-DR funds are proposed to be used, and provides for participation of low- and moderate-income persons associated with disaster community recovery, and
- B. Provides citizens with timely and ADA compliant access to local meetings, information, and records relating to the grantee's proposed use of funds, as required by CDBG-DR requirements as set forth in the applicable Federal Register Notice(s), and relating to the Applicant's proposed and actual use of CDBG-DR funds, and
- C. Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the grantee, and
- D. Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program. These include at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times



and locations convenient to potential or actual beneficiaries and with accommodation for persons with disabilities. This shall include one public meeting during the program design, monthly performance report preparation, and formal amendments. A public hearing shall be conducted prior to application submittal, and

- E. Solicits and provides for a timely written answer to written complaints and grievances, within 15 working days where practicable, and
- F. Identifies needs of limited-English speaking residents will be met in the case of public hearings where limited-English speaking residents can reasonably be expected to participate.

#### 4. National Objective:

It has developed its CDBG-DR Program so as to primarily benefit targeted income persons and households and each activity in the program meets the national objective: benefit to low- and moderate-income persons, certified by the grantee as such.

#### 5. NEPA Environmental Review:

It consents to assume, and hereby assumes the responsibilities for environmental review and decision-making in order to ensure timely compliance with NEPA by following the procedures for recipients of block grant funds as set forth in [24 CFR Part 58](#), titled "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities." Also included in this requirement is compliance with [Executive Order 11988](#) relating to the evaluation of flood hazards, [Section 102\(a\) of the Flood Disaster Protection Act of 1973](#) (Public Law 93-234) regarding purchase of flood insurance, and the [National Historic Preservation Act of 1966](#) (16 USC 470) and implementing regulations ([36 CFR §800.8](#)).

#### 6. Audit/Performance Findings:

It certifies compliance with the State Controller's Office (SCO) to Single Audit Package requirements set forth in 2 CFR Part 200 for prior or future awards in excess of \$750,000,00.

#### 7. Growth Control:

It certifies that there is no plan, ordinance, or other measure in effect which directly limits, by number, the building permits that may be issued for residential construction or the buildable lots which may be developed for residential purposes; or if such a plan, ordinance, or measure is in effect, it will either be rescinded before receiving funds, or it need not be rescinded because it:

- A. Imposes a moratorium on residential construction, to protect health and safety, for a

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Development  
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Authorize Signatory Initials



specified period of time which will end when health and safety is no longer jeopardized; or,

- B. Creates agricultural preserves under Chapter 7 (commencing with Section 51200) of Part 2 of Division 1 of Title 5 of the Government Code: or,
- C. Was adopted pursuant to a specific requirement of a State or multi-State board, agency, department, or commission: or,
- D. The applicant is in compliance with Housing Element submission requirements found at CA Health and Safety Code 50829 (ca.gov),

#### **8. Uniform Administrative Requirements:**

It will comply with the regulations, policies, guidelines and requirements of 2 CFR Part 200 and 24 CFR Part 85 and the CDBG-DR Grant Administration Manual for 2017 and 2018 Disasters.

#### **9. Nondiscrimination:**

It shall comply with the following regarding nondiscrimination laws and practices as may be amended from time to time:

- A. Title VI of the Civil Rights Act of 1964 (Public Law 88-352).
- B. Title VIII of the Civil Rights Act of 1968 (Public Law 90-284) as amended; and will administer all programs and activities related to housing and community development in a manner affirmatively furthering fair housing.
- C. Section 109 of the Housing and Community Development Act of 1974, as amended.
- D. Section 3 of the Housing and Urban Development Act of 1968, as amended.
- E. Executive Order 11246, as amended by Executive Orders 11375 and 12086.
- F. Executive Order 11063, as amended by Executive Order 12259.
- G. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), as amended, and implementing regulations.
- H. The Age Discrimination Act of 1975 (Public Law 94-135).

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#### 10. Anti-Displacement/Relocation:

It will comply with the Federal Relocation Act ([42 U.S.C. 4601 et seq.](#)) and the acquisition and relocation requirements of the URA, as amended, and implementing regulations at [49 CFR part 24](#).

#### 11. Labor Standards:

It will comply with the following regarding labor standards as may be amended from time to time:

- A. [Section 110 of the Housing and Community Development Act of 1974](#), as amended.
- B. [Section 1720, et seq. of the California Labor Code](#) regarding public works labor standards.
- C. Davis-Bacon and Related Acts as amended ([40 U.S.C. §276\(a\)](#)) regarding the payment of prevailing wage rates.
- D. Contract Work Hours and Safety Standards Act ([40 U.S.C. §3702](#)) regarding overtime compensation.
- E. Anti-Kickback Act of 1934 ([41 U.S.C. §51-58](#)) prohibiting "kickbacks" of wages in federally assisted construction activities.

#### 12. Architectural Barriers:

It will comply with the Architectural Barriers Act of 1968 ([42 U.S.C. §4151 et seq.](#)) and implementing regulations ([24 CFR Parts 40-41](#))

#### 13. Conflict of Interest:

It will enforce standards for conflicts of interest which govern the performance of their officers, employees, or agents engaged in the award and administration, in whole or in part, of State CDBG-DR grant funds ([24 CFR §570.611](#)).

#### 14. Limitations on Political Activities:

It will comply with the Hatch Act ([5 U.S.C. §1501, et seq.](#)) regarding political activity of employees.

#### 15. Lead Based Paint:

It will comply with the Lead-Based Paint Regulations ([24 CFR Part 35](#)) which prohibit the use of lead-based paint on projects funded with CDBG-DR funds.

Department of Housing and Community  
Development  
Revised 08/24/2023.

2023 CDBG-DR NOFA  
Authorized Signatory Initials



**16. Debarred Contractors:**

It certifies that neither the applicant or its staff are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal assistance programs, in any proposal submitted in connection with the CDBG-DR program, per the Excluded Party List System located at <https://www.sam.gov/SAM/>. In addition, the applicant will not award contracts to or otherwise engage the services of any contractor while that contractor (or its principals) is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction, in any proposal submitted in connection with the CDBG-DR program under the provisions of [24 CFR Part 24](#).

**17. Inspection of Grant Activities:**

It will give HUD, the Comptroller General, the State Department of Housing and Community Development, or any of their authorized representatives access to and the right to examine all records, books, papers, or documents related to the grant.

**18. Cost Recovery:**

It will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG-DR funds by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:

- A. CDBG-DR funds received are used to pay the proportion of such fee or assessment that relates to the capital costs of public improvements that are financed from revenue sources other than CDBG-DR funds; or
- B. For purposes of assisting any amount against properties owned and occupied by persons of low- and moderate-income who are not persons of very low income, that it lacks sufficient funds received from CDBG-DR Program to comply with the requirements of this clause.

**19. Procurement:**

It will follow the federal procurement policies per [24 CFR §200.317 et seq.](#)

**20. Excessive Force:**

It will adopt and enforce policies:

- A. Prohibiting the use of excessive force by its law enforcement agencies against individuals engaged in non-violent civil rights demonstrations; and

- B. Enforcing applicable State and local law against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction.

**21. Anti-Lobbying:**

- A It certifies and agrees that no federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement per [24 CFR 87](#).
- 8. 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 in connection with the federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**22. Compliance with Laws:**

The Applicant will comply with all applicable laws, rules, regulations, requirements and policies and procedures governing the activities being applied for herein and all funding provided therefor.

**23. Compliance with Community Block Development Grant Disaster Recovery (CDBG-DR) grants:**

- A It certifies and agrees to comply with Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 ([42 U.S.C. 5121 et seq.](#)), for necessary expenses related to disaster relief.
- B. It certifies and agrees to comply with all applicable the Laws, Regulations, and Federal Register Notice's - [CDBG-DR Laws, Regulations, and Federal Register Notices](#) | [HUD.gov/ U.S. Department of Housing and Urban Development \(HUD\)](#)



I hereby certify under penalty of perjury that all information contained in this Statement of Assurances (including all supporting documentation) is true and correct. I understand and acknowledge that making false statements on this certification, including any documents submitted in support of it, is a crime under federal and California state laws, which may result in criminal prosecution and fines.

**Melissa Livingston**

Printed Name of Authorized Representative (*per the Resolution*)

Signature

Director

Title

11/7/2023

Date

Department of Housing and Community  
Development  
Revised 08/24/2023.

2023 CDBG-DR NOFA  
Authorized Signatory Initials

Page 7 of 7

## Appendix D-2: Language Access Plan Template

Language Access Plan: As a result of the Four-Factor Analysis, the **County of Ventura** has identified the following types of language assistance to be provided on an as needed basis by the **County of Ventura** throughout the implementation of the CDBG-DR program:

*Mark the paragraphs below that best describe your planned activities. Additional information can be provided to clarify more accurately the entity's planned activities:*

IZI All CDBG DR program-related documents, public notices, and public outreach to attract training participants will be published in **Spanish** on bulletin boards at the **Ventura County America's Job Center of California** in public places throughout the proposed project area(s) and/or the community.

Additionally, all notices and advertisements will include a statement in **Spanish** indicating that program materials are available in **Spanish** upon request.

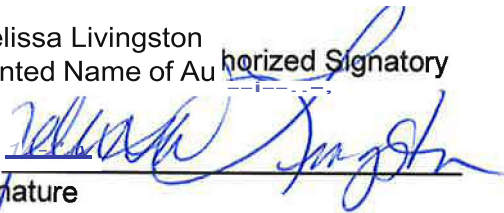
All notices about participation will include a statement that interpreters will be available at public presentations upon prior request. Click or tap here to enter text.

If needed, an interpreter may be retained to provide oral interpretation in the field during the implementation of the program activities Click or tap here to enter text.

If other populations of LEP persons are identified in the future, the **County of Ventura** will consider additional measures to serve the language access needs of those persons.

Melissa Livingston  
Printed Name of Authorized Signatory

Signature



Director, Human Services Agency  
Title

11/7/2023  
Date Adopted

Exhibit F - Attachment E  
Indirect Cost Documentation - County of Ventura Cost Allocation Plan

ATTACHMENT 6

**INDIRECT COST DECLARATION**

**Workforce Development Board of Ventura County**

Subrecipient Name: \_\_\_\_\_

1. Will your organization claim indirect costs to the WIOA Title I program?

Yes

No (If no, skip to Signature Authority)

2. If yes, which indirect cost method will be used (select only one):

Indirect Cost Rate Agreement (ICRA) - Attach ICRA and indirect cost certification letter

Cost Allocation Plan (CAP) - Attach CAP and certification letter

De Minimis Rate (check only if you do not receive more than \$35 million annually in direct federal funds and you do not have a currently approved ICRA)

An ICR approved by the Employment Development Department - Attach ICR proposal and indirect cost certification letter

3. Do you have an approved and valid ICRA/CAP?

Yes (List Cognizant/Approving agency on question 6)

Pending Approval-Date submitted for approval: \_\_\_\_\_

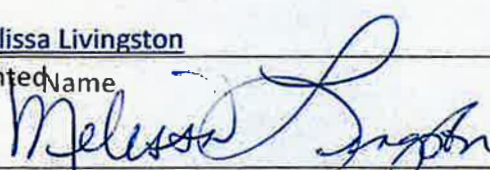

No, provide explanation: \_\_\_\_\_  
\_\_\_\_\_

4. Approved/Pending ICRA Rate: \_\_\_\_\_ %

5. Approved ICRA/CAP Expiration Date : \_\_\_\_\_

6. Cognizant/Approving Agency : California State Controller's Office

**If you claim indirect costs, include your indirect cost rate proposal/approval from your Cognizant/Approving Agency OR attach your Cost Allocation Plan with certification letter.**  
If you have any questions, please contact [WSBFinancialManagementUnit@edd.ca.gov](mailto:WSBFinancialManagementUnit@edd.ca.gov)

<u>Melissa Livingston</u>	Director, Human Services Agency
Printed Name	Title
	
Signature	Date
	July 23, 2024

Must be signed by Signatory Authority.



**JEFFERY S. BURGH**  
**AUDITOR-CONTROLLER**

COUNTY OF VENTURA  
800 SOUTH VICTORIA AVE.  
VENTURA, CA 93009-1540



**ASSISTANT**  
**AUDITOR-CONTROLLER**  
MICHELLE YAMAGUCHI

**CHIEF DEPUTIES**  
BARBARA BEATTY  
JASON McGUIRE  
KATHLEEN O'KEEFE  
RICHARD WHOBREY

October 31, 2023

State Controller's Office  
Local Government Programs and Services Division  
Local Government Policy Section  
County Cost Plans Unit

***Via Email: [BChen@sco.ca.gov](mailto:BChen@sco.ca.gov)***

**RE: NEGOTIATION AGREEMENT FOR VENTURA COUNTY'S 2023-24 COST ALLOCATION PLAN**

Enclosed is the signed Negotiation Agreement indicating formal approval for Ventura County's 2023-24 Cost Allocation Plan. Also enclosed is the Summary Schedule for the period ended June 30, 2022, which is the basis for the 2023-24 Plan.

As requested, this year we will be submitting the signed Negotiation Agreement along with the Summary Schedule via email to [BChen@sco.ca.gov](mailto:BChen@sco.ca.gov). We will retain the original signed Negotiation Agreement for audit purposes.

If you have any questions, please contact Jason McGuire at (805) 654-3153 or [Jason.McGuire@ventura.org](mailto:Jason.McGuire@ventura.org).

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeffery S. Burgh". The signature is stylized and somewhat cursive.

Jeffery S. Burgh  
Auditor-Controller

Enclosures: (1) Signed Negotiation Agreement  
(2) Summary Schedule



**Malia M. Cohen**  
California State Controller

**NEGOTIATION AGREEMENT  
COUNTYWIDE COST ALLOCATION PLAN**

**County of Ventura  
Ventura, California**

**Date: October 26, 2023  
Filing Ref: VEN24**

Pursuant to the federal Office of Management and Budget Circular *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Grants* (Uniform Guidance), found at Title 2, Code of Federal Regulations, Part 200, the State Controller's Office formally approves the Countywide Cost Allocation Plan as described in Section I for use in fiscal year **2023-24**. This approval is subject to the conditions contained in Section III.

Departmental indirect cost proposals should clearly identify those costs that have been distributed through Sections I and II of this agreement in accordance with the guidelines of the responsible grantor agency for that department. Furthermore, data processing systems may be subject to grantor agency approval prior to the reimbursement of certain costs allocated, billed, or cost applied by the Data Processing Department.

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**SECTION I: COSTS DISTRIBUTED THROUGH COUNTYWIDE COST ALLOCATIONS**

---

The indirect overhead and support service costs listed in the **Summary Schedule** (attached) are formally approved as actual costs for fiscal year **2021-22**, and as estimated costs for fiscal year **2023-24** on a "fixed with carry-forward" basis. These costs may be included as part of the county departments' costs indicated effective **July 1, 2023**, for further allocation to federal grants and contracts performed by the respective county departments.



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**SECTION II: COSTS DISTRIBUTED THROUGH BILLING OR COST  
TRANSFER MECHANISMS**

---

- |   |  |
|---|--|
| 1. Employee Fringe Benefits                 | 8. Transportation (ISF)                      |
| 2. Building Use                             | 9. General Insurance (ISF)                   |
| 3. GSA Capital Renewal                      | 10. Information Technology<br>Services (ISF) |
| 4. Auditor-Controller - Payroll<br>Services | 11. General Services (ISF)                   |
| 5. County Counsel                           | 12. Employee Benefits Insurance<br>(ISF)     |
| 6. Public Works Services (ISF)              | 13. Personnel Services (ISF)                 |
| 7. Heavy Equipment (ISF)                    |  |

In addition to Section I, which provides for services furnished but not billed, the services listed above are furnished and billed to state/local departments and agencies.

Direct charges from the above cost centers should be billed or cost applied in accordance with the procedures established by the county as described in its Countywide Cost Allocation Plan and may be included as part of the county departments' costs indicated in Section I.

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**SECTION III: CONDITIONS**

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**A. LIMITATIONS:** Use of the amounts contained in this Negotiation Agreement are subject to any statutory or administrative limitations and, when ultimately allocated to individual grants or contracts through the indirect cost proposals of each county department, are applicable only to the extent that funds are available. Acceptance of the amounts agreed to herein is predicated on the conditions: (1) that no costs other than those incurred by the county were included for distribution in its Countywide Cost Allocation Plan as finally accepted, and that such costs are legal obligations of the county and allowable under the governing cost principles; (2) that similar types of costs have been accorded consistent accounting treatment; and (3) that the information provided by the county and used as the basis for acceptance of the amounts agreed to herein is not subsequently found to be materially incomplete or inaccurate.

**B. CHANGES:** Fixed amounts contained in this Negotiation Agreement are based on the organizational structure and accounting system in effect at the time the proposal was submitted. Significant changes in the organizational

structure, or changes in the method of accounting for costs that materially affect the amount of reimbursement resulting from use of the amounts in this Negotiation Agreement, will require prior approval by the authorized representative of the responsible negotiation agency. Failure to obtain such approval may result in subsequent audit disallowances.

**C. FIXED AMOUNTS:** The fixed amounts contained in Section I of this agreement are based on an estimate of the costs that will be incurred during the period to which the amounts apply. When the actual costs for this period are determined, any differences between the fixed costs used as an estimate and the actual costs will be considered in a subsequent agreement.

**D. BILLED COSTS:** Charges for the services cited in Section II will be billed or cost applied in accordance with the procedures established by the county, and recorded on the books of the cost center providing the service. Such charges will be based on the actual allowable costs, as defined by Uniform Guidance, incurred by the cost center responsible for providing the service. Any differences between the billed allowable costs and the actual allowable costs for a particular accounting period will be considered in a subsequent agreement.

**E. NOTIFICATION TO STATE AND FEDERAL AGENCIES:** Copies of this document will be provided to other state and federal agencies as a means of notifying them of this approval.

**F. SPECIAL REMARKS:** There are no adjustments in the fiscal year 2023-24 Cost Allocation Plan.

County of Ventura

- 4 -

October 26, 2023

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**SECTION IV: ACCEPTANCE**

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**COUNTY OF VENTURA**

BY Jeff Burgh Digitally signed by Jeff Burgh  
Date: 2023.10.31 14:51:04  
-07'00'

Jeffery S. Burgh

**Name**

Auditor-Controller

**Title**

10/31/2023

**Date**

**MALIA M. COHEN  
CALIFORNIA STATE CONTROLLER**

BY Sandeep Singh

**SANDEEP SINGH  
Manager  
Local Government Policy Section  
Local Govt Programs and Services  
Division**

11/01/2023

**Date**

cc: State and Federal Agencies  
Attachment: Summary Schedule

**Negotiated by Betty Chen  
Telephone (916) 327-9496**

FY 2022  
6/21/2023

County of Ventura  
OMB 2CFR Part 200  
as of 06/30/22

Summary Schedule

Department	G001 3441 HSA Public Admin and Public Guardian	G001 3441 HSA PA Decadents Estates	G001 3441 HSA PA Conservator	G001 3441 HSA PA LPS Conservator	G001 3441 HSA PA LPS Conservator	\$110 3451 HSA Workforce Investment Board Admin	\$110 3452 HSA Workforce Investment Act Program Operations	S800 3461 HSA IHSS Public Authority	S080 3471 HSA Domestic Violence	G001 3501 AAA Older Americans	G001 3503 AAA MSSP
1 Building Use	\$1,332	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$45,497	\$9,788
2 Equipment/Software Use	0	0	0	0	0	0	0	0	0	442	0
3 GSA Capital Renewal	0	0	0	0	0	0	0	0	0	569	122
4 G001 1011 CEO Community Development	0	0	0	0	0	0	0	0	0	0	0
5 G001 1012 CEO Budget and Finance	5,666	0	0	0	1,774	3,895	2,907	0	0	13,254	1,084
6 G001 1013 CEO County Government (Gen Govt)	0	0	0	0	0	0	0	0	0	0	0
7 G001 1014 CEO Department Admin	0	0	0	0	0	0	0	0	0	0	0
8 G001 1019 CEO Industrial Relations	0	0	0	0	0	0	0	0	0	0	0
9 G001 1016-1017-1020-1022-1023-1024-1025 CEO Human Resources	23,015	0	0	0	7,205	15,010	11,808	0	0	53,835	4,403
10 G001 1510 Auditor, Controller Admin	0	0	0	0	0	0	0	0	0	0	0
11 G001 1520 Auditor, Controller Property Tax	0	0	0	0	0	0	0	0	0	0	0
12 G001 1530 Auditor, Controller Payroll Services	12,246	0	0	0	3,834	7,987	6,283	0	0	28,646	2,343
13 G001 1530-1540 Auditor, Controller Financial Services	6,338	0	0	0	6,410	9,214	51,229	515	515	47,912	1,796
14 G001 1550 Auditor, Controller Internal Audit	1,605	0	0	0	1,623	2,333	12,970	130	130	12,130	455
15 G001 1560 Auditor, Controller Business Technology	5,385	0	0	0	5,446	7,829	43,528	438	438	40,710	1,526
16 G001 1801-1802-1803 County Counsel	29,439	(38,428)	111,726	336,493	0	27	6,095	0	0	25,477	0
17 G001 1850 Civil Service Commission	389	0	0	0	116	280	221	0	0	651	82
<b>Total Current Allocations</b>	<b>85,414</b>	<b>(38,428)</b>	<b>111,726</b>	<b>336,493</b>	<b>26,407</b>	<b>46,375</b>	<b>135,040</b>	<b>1,084</b>	<b>1,084</b>	<b>269,122</b>	<b>21,600</b>
Less: Prior Year Allocations	76,331	(12,608)	73,330	354,058	19,401	48,040	116,951	833	833	208,359	23,924
Carry-Forward	9,083	(25,820)	38,396	(17,565)	7,006	(1,665)	18,089	251	251	60,763	(2,324)
<b>Proposed Costs</b>	<b>\$94,498</b>	<b>\$(64,247)</b>	<b>\$150,122</b>	<b>\$318,929</b>	<b>\$33,412</b>	<b>\$44,710</b>	<b>\$153,128</b>	<b>\$1,334</b>	<b>\$1,334</b>	<b>\$329,885</b>	<b>\$19,275</b>

## EXHIBIT G

### SUBRECIPIENT PROFILE

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## Applicant Information

### Linked Applicant

Brenda.Blakley-Spain@ventura.org

#### First name

Brenda

#### Last name

Blakely-Spain

#### Phone Number

805-477-5104

#### Email

Brenda.Blakley-Spain@ventura.org

#### Title

Grants Manager

#### Company

County of Ventura

#### Company Website

<http://www.workforceventuracounty.org>

#### City

Ventura

#### State

US-CA

## EXHIBIT G

---

### Jurisdiction/Organization Information

**Organization Name**

County of Ventura

**Employer Identification Number (EIN)**

95-6000944

**DUNS**

066691122

**Authorized Representative**

Melissa Livingston

---

### Organization Address

**Address**

2901 N, Ventura Road

**Address 2**

**City**

Oxnard

**State**

US-CA

**County**

Ventura County

**Congressional District/Region**

CA-26

**Zip**

93036

**Phone**

805-477-5302

**Phone Extension**

**Fax**

**Is or will there be a program operator or consultant, other than the applicant on this activity?**

## EXHIBIT G

No

**Are you applying on behalf of an additional jurisdiction?:**

No

Business/Finance Contact (if required)

**Business/Finance Representative**

John Epley  
**Name**

John Epley  
**Title**

Accountant  
**Email**

John.Epley@ventura.org  
**Phone**

805-477-5406