

EXHIBIT A: COYA SCOPE OF WORK

[Project Name]

[Grant Type – PI, AI]

A. GRANT PROVISIONS

This grant seeks to improve access to training and employment opportunities for opportunity youth throughout the state by supporting continuation of apprenticeship and pre-apprenticeship programs that have demonstrated performance under prior California Opportunity Youth Apprenticeship (COYA) funding:

1. Pre-Apprenticeship Implementation (COYA-PI): The Pre-Apprenticeship Implementation Grant supports effective pre-apprenticeship programs that are registered with the Division of Apprenticeship Standards (DAS) and maintain strong linkages to DAS Registered Apprenticeship Programs (RAPs). Programs must continue to prioritize recruitment and service delivery for opportunity youth and provide supportive services and training designed to prepare participants for successful entry into apprenticeship.
2. Apprenticeship Implementation (COYA-AI): The Apprenticeship Implementation Grant supports DAS Registered Apprenticeship Programs and their partners in continuing to serve opportunity youth through apprenticeship pathways. Programs must provide supportive services, training, and employment opportunities that promote successful entry, retention, and completion in apprenticeship programs.

The COYA) Grant was established in Senate Bill 191 to expand access to earn-and-learn opportunities for opportunity youth who are disconnected or at risk of disconnection from education, employment, housing, and other stabilizing systems.

B. GRANT SUMMARY

Fiscal Agent: Public Works Alliance

Authorized Official: Jeff Metcalfe

Grant Title: Public Works Alliance

Total Grant Amount (Not to Exceed): **\$900,000.00**

- Pre-apprenticeship Implementation

C. GRANT PARTIES

Correspondence regarding this project shall be directed to:

DAS Grant Manager: DeAnn Harrison

Title: Manager I

Address: 1750 Howe Ave, Suite 350, Sacramento, CA 95825

Email: DASgrantunit@dir.ca.gov

All official correspondence, including questions, requests, and submissions related to this grant shall be directed to the DAS Grant Manager. Grant party information may be updated by written email and does not require a formal grant amendment, but DIR requires that grant party information be kept fully up to date.

D. PERFORMANCE PERIOD

The performance period for the COYA Round 3 Continuation Grant begins on the effective start date as defined below and ends on March 31, 2028.

Grantees may not begin Round 3 activities or incur any associated costs until all applicable Round 1 and/or Round 2 requirements have been fully satisfied. This includes complete expenditure of awarded funds, fulfillment of all deliverables, and submission of all required final reports. Round 3 activities may proceed only after the closeout process for Round 1 and Round 2 has been completed and the grantee has received formal written confirmation, in the form of a closeout letter, indicating that all grant requirements have been successfully fulfilled.

The effective start date for allowable activities and costs shall be the latest of the following:

1. The start date on the cover sheet of the grant.
2. The date the Round 3 grant is fully executed by both parties.
3. The date when the "Authorization to Incur Expense Letter" is issued for this Round 3 grant.

The "Authorization to Incur Expense Letter" will be issued by the DAS Grant Team when all required final reporting for the Round 1/Round 2 COYA grant has been received and approved, and all closeout requirements have been completed.

Any activities conducted or costs incurred prior to the effective start date will not be allowable. No obligations or expenditures are permitted before the effective start date or after the end of the grant period.

Any funds not expended during the grant period must be returned to DAS in accordance with grant closeout requirements.

1. Quarterly Performance Periods

The first quarter shall begin on the effective start date, defined above, and will conclude on September 30, 2026.

All subsequent quarters will align with calendar quarters as follows:

Q1: Effective Start Date through September 30, 2026

Q2: October 1, 2026 through December 31, 2026

Q3: January 1, 2027 through March 31, 2027

Q4: April 1, 2027 through June 30, 2027

Q5: July 1, 2027 through September 30, 2027

Q6: October 1, 2027 through December 31, 2027

Q7: January 1, 2028 through March 31, 2028

2. The final quarter of performance will conclude March 31, 2028.

Performance of work or other expenses billable to the Department of Industrial Relations (DIR) and DAS under this grant may commence only after the effective start date, as defined in this section.

DIR may terminate this Grant Agreement by written notice at any time prior to completion of projects funded by this Grant Agreement.

E. PURPOSE

The purpose of the COYA Round 3 Continuation Grants is to continue funding programs that meet eligibility requirements based on their performance in COYA Round 1 and 2. The intent of the continuation funding is to sustain and expand programs that are already demonstrating impact, strengthening earn and learn pathways for opportunity youth, and contributing to statewide goals for apprenticeship expansion. There are two categories of Continuation Grants; Pre-Apprenticeship Implementation Grants (COYA-PI) and Apprenticeship Implementation Grants (COYA-AI).

Career Apprenticeship Bridge (CAB) Program is a new program idea included in COYA Round 3. The CA Youth Apprenticeship Committee report proposes initiating a youth apprenticeship journey starting in high school and would integrate Career Technical Education (CTE) into the apprenticeship system. CAB Programs would be offered by a RAP sponsors and would articulate an initial phase of the apprenticeship that includes a minimum of 300 hours paid OJT hours through a Work Experience Education program or equivalent, along with at least 144 hours of occupation-specific apprenticeship related and supplemental instruction (RSI) as part of a CTE pathway or equivalent. When possible, a CAB could offer a minimum of one college enrollment course (or equivalent) so students can earn early college credits. DAS is interested in learning from pilots of this CAB program idea, but a CAB program is just a concept at this point and has not been statutorily established. Only an established Registered Apprenticeship Program could pilot this concept, since any CAB participant would be a registered apprentice with the full ability to continue in the apprenticeship after high school graduation.

1. Pre-Apprenticeship Implementation Grant (COYA-PI)

The Pre-Apprenticeship Implementation Grant funding will go to support effective pre-apprenticeship programs that have strong linkages to a RAP. These RAP Programs should prioritize recruiting and serving opportunity youth and providing them with supportive services and strategic training that prepare them as quickly as possible to enter and succeed in an apprenticeship. These RAP programs can offer paid training and can utilize this funding to cover the cost of an educational stipend for pre-apprentices.

2. Apprenticeship Implementation Grant (COYA-AI)

The Apprenticeship Implementation Grant funding will go to programs that are effectively serving opportunity youth to enter and be successful in apprenticeship programs. The intent of this category of funding is to both support effective RAP programs and allow Community-Based Organizations (CBO) or workforce/educational partners to create a formal partnership with RAPs to recruit participants and offer supportive services to apprentices to increase the likelihood of completion and success. Therefore, applicants to this funding must already be a DAS RAP or be a CBO or workforce/educational partner that has a formal MOU with a RAP.

F. DELIVERABLES

The grantee will be required to fulfill and report progress towards the deliverables outlined in the Project Narrative in Exhibit A1, Outcomes table(s) in Exhibit A2, and the Participant Plan (as applicable) in Exhibit A3.

The grantee must meet all reporting requirements and deadlines as outlined below and further detailed in Section H – Reporting.

1. Quarterly Reporting

- a. The Grantee shall submit comprehensive quarterly reports to DIR at the specified intervals outlined. DIR quarterly reports shall be completed using California Outreach Rapid Deployment (CORD) and any quarterly report template provided by DIR.
- b. Each quarterly report shall include:
 - I. A detailed description of the project activities completed during the reporting period.
 - II. An update of progress made towards achieving the contracted outcomes.
 - III. Data and analysis supporting the measurement of outcomes, including any challenges encountered and steps taken to address them.

- IV. Recommendations and action steps for any necessary adjustments to the project plan or strategies for achieving the expected outcomes.
 - V. Cumulative data collection from the beginning of the project period
- c. The grantee shall submit a Final Report to DIR, which shall be comprehensive of the entire grant period, and shall include:
- I. A detailed description of the project activities completed during the entire grant period.
 - II. Cumulative Data collection from the beginning of the project period
 - III. A summary of challenges encountered in implementing services during the grant
 - IV. A summary of successful strategies and procedures utilized by the Grantee in implementing services; and
 - V. A quantitative and qualitative final analysis of the project.

At the grant midpoint, one year into the grant performance period, the Pre-Apprenticeship Implementation grantee should demonstrate at least one or both of the following:

- a. That the guaranteed number of spots indicated within the RAP's MOU were fulfilled
- b. That sixty percent (60%) pre-apprentices have been placed in a DAS RAP

If the grantee fails to meet one or both of the above conditions, the second half of the grant award may be withheld.

G. BUDGET

1. The performance period for grantees funded under the COYA Grant will commence on the effective start date defined in the section **D. Performance Period** and continue until March 31, 2028. No obligation or commitment of funds will be allowed beyond the grant period of performance.
2. The maximum amount of this Grant is listed on the **Grant Agreement Coversheet**.
3. The budget narrative and the budget summary for the grantee are listed in Exhibit B and Exhibit B1 of this grant agreement. Grant disbursement requests for funds shall not exceed the grant amount.
4. 25% of the total grant amount will be paid upon receipt and approval of the first month's narrative progress report, which will be due one month after the contracted start date of the grant.

5. There will be quarterly reimbursement thereafter contingent upon approval of quarterly progress reports and the reimbursement of actual costs, which cannot commence until the contracted effective start date. The final 25% of expenses must be reported but will not be reimbursed since 25% of the grant was paid after the first month's approved report.
6. All payments are subject to the DAS's determination that the grantee's performance conforms with the grantee's project and may be terminated by the DAS.
7. Proposed funding is based on the anticipated availability of relevant funds. Should there be any developments that impact the availability of funding, DIR reserves the right to make adjustments based on the level of funding. DIR will be performing quarterly assessments based on reporting to ensure that grant recipients are meeting performance metrics and reserves the right to modify grant recipient awards based on those assessments.
8. **Payment Schedule:**
Pursuant to AB3017, enacted on September 27, 2024, advance payments may be made for state-funded grants to eligible entities under the following conditions:

9. Eligible Organizations:

Advance payments are available to the following types of organizations:

- a. **Nonprofit Organizations:** The grantee must be a 501(c)(3) nonprofit organization serving disadvantaged, low-income, and under-resourced communities. To qualify for advance payment, the organization must:
 - b. Submit an itemized budget;
 - c. Provide documentation demonstrating the necessity for advance payment; and
 - d. Verify its current status as a tax-exempt organization in good standing under federal law.
- e. **Federally Recognized Indian Tribes:** Tribes with territorial boundaries wholly or partially within the State of California, including tribal agencies, entities, or arms (either individually or collectively), are also eligible. These entities are exempt from the requirement to demonstrate good standing as a federally tax-exempt organization.

10. Payment Terms

For eligible organizations, payment shall be made as follows:

- a. An advance payment of 25% of the total grant amount may be invoiced and disbursed upon or after the date of full execution of the grant agreement.

- b. The remaining funds will be disbursed on a quarterly reimbursement basis, contingent upon:
 - I. Submission and approval of progress reports.
 - II. Reimbursement requests supported by documentation of actual costs incurred.

11. Payment process:

Requirements to receive the first 25% payment:

- a. Signed and countersigned grant agreement
- b. "Closeout letter" received from the DAS Grants team – In order to receive a "Closeout letter", the grantee must both submit all final reporting for their corresponding COYA Round 1 or Round 2 grant, AND that reporting must have been reviewed and accepted by the DAS Grants team. In the closeout process, the DAS Grants team may have important questions or corrections from the grantee that must be addressed before closeout. Only once the reporting has been fully reviewed and accepted will the DAS Grants team send the "Closeout letter" (Note that the "Closeout letter" is different than the "Authorization to Incur Expense Letter" defined in D. Performance Period).
- c. Receipt and approval of the first month's narrative progress report will be submitted via California Outreach Rapid Deployment (CORD) platform, which will be due approximately one month (30 days) after the effective start date of the grant defined in D. Performance Period.

All 3 above elements must be complete, and the reporting must be received and approved by the DAS Grants team. Once approved, CORD will generate an invoice for the first 25% payment.

Requirement to receive all other reimbursements throughout the grant cycle: All grantees will need to provide quarterly reporting – see details outlined in Section H. Reports, and those reports must be received and approved by the DAS Grants team. After they have been approved, the grantee will be able to generate quarterly invoices for reimbursement by generating an invoice through CORD.

The final 25% of expenses must be reported but will not be reimbursed since 25% of the grant was paid after the first month's approved report.

12. Allowable Expenses:

- a. Allowable expenses for **Pre-apprenticeship Implementation Grants** include:

The award amount is up to \$12,000 per DAS registered pre-apprentice participant served. This funding breaks down into two parts:

- a. Educational Stipend: Up to \$6,000 of the per participant funding can be used as an educational stipend to pre-apprentices. Applicants must articulate their plan with the educational stipend, which can be up to \$6,000 per pre-apprentice; however, 100% of this funding must go to the pre-apprentices. The pre-apprenticeship program must articulate how the stipend will be fairly distributed over the duration of pre-apprenticeship program and align with completion.
- b. Program Costs: The program can only apply for \$6,000 of per participant funding to cover program costs. Allowable program costs include:
- Marketing program to employers
 - Recruitment of opportunity youth
 - Employer mentor training
 - Staffing for administering the program
 - Data and reporting costs, both staffing and software
 - Supportive Services:
 - Transportation
 - Equipment and tools including laptops, tablets and software along with other industry connected tools
 - Internet connection services
 - Emergency housing
 - Mental Health Services
 - Mentoring
 - Coaching including life coaching, interview coaching
 - Work clothing
 - Legal support for participants
 - Staffing for case management
 - Instructional costs
 - Curriculum development
 - Certification costs
 - Instructor's salaries
 - Instructor training
 - Learning materials
 - Administrative overhead costs are limited to 10% of the grant award - this includes costs such as administration and executive team salaries

Under no circumstances shall these funds be utilized for:

- Food and Beverage costs
 - Lobbying costs
 - Pre-Apprentice or Apprentice Wages: Since the Pre-Apprenticeship program cannot have any paid OJT as part of their program, the stipend cannot be used as wages but is instead an educational stipend during training.
- b. Allowable expenses for **Apprenticeship Implementation Grants** include
- Supportive Services:

- Transportation
- Equipment and tools including laptops, tablets and software along with other industry connected tools
- Internet connection services
- Emergency housing
- Mental Health Services
- Mentoring
- Coaching including life coaching, interview coaching
- Work clothing
- Legal support for participants
- Staffing for case management
- Instructional costs
 - Curriculum development
 - Certification costs
 - Instructor's salaries
 - Instructor training
 - Learning materials
- Marketing program to employers
- Recruitment of opportunity youth
- Employer mentor training
- Employer incentives to cover employer's costs related to the apprenticeship program such as equipment, mentor training and workers' compensation insurance premiums but NOT including apprentice wages
- Staffing for administering the program
- Data and reporting costs, both staffing and software
- Administrative overhead costs are limited to 10% of the grant award - this includes costs such as administration and executive team salaries

Under no circumstances shall these funds be utilized for:

- Food and Beverage costs
- Lobbying costs
- Pre-Apprentice or Apprentice Wages

13. General principles regarding costs and expenses for all categories of funding:

a. Costs must meet the following general criteria to be allowable:

- I. Must be necessary and reasonable for the performance of the grant award, and allocable the grant award
- II. Must be accorded consistent treatment. A cost may not be assigned as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated as an indirect cost
- III. Must be adequately documented
- IV. Must be allowable under, or otherwise comply with, grant requirements and grant award terms and conditions
- V. Must be in compliance with applicable state laws and requirements

- b. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining the reasonableness of a given cost, consideration will be given to:
- I. Whether the cost is generally recognized as ordinary and necessary for the proper and efficient performance of the grant award
 - II. The requirements of the grant and the terms and conditions of the grant award (See Appendix 1 for Sample Agreement Terms and Conditions)
 - III. Market prices for comparable goods or services for the geographic area
 - IV. Whether the recipient deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the award's cost.
- c. A cost is allocable to the grant award if the cost is incurred specifically for the award. If the cost benefits both award and non-award activities, the proportion that may be approximated using reasonable and properly documented methods may be charged to the grant award if approved by DIR.

H. REPORTING

The grantee must use the required state online reporting system, California Apprenticeship System (CAS) Web Registration known as DIR DAS SimpliGov to register their apprentices and pre-apprentices. The grantees will be expected to provide a report on progress towards agreed upon and contracted outcomes quarterly through CORD, which will include uploading participant reports generated from SimpliGov.

The first reporting phase will be one month (30 days) after the effective start date defined in Section **D. Performance Period**, at which time grantees must provide a narrative progress report towards contracted deliverables.

DIR and the CA Labor & Workforce Development Agency shall have the right to utilize all content (including print materials, social media posts and videos) generated by the grantee as part of this grant. The grantee shall share with DIR all content created during the previous quarter when completing quarterly reports.

At least one representative shall attend quarterly meetings with DIR for the entire length of the meeting. When the meeting is remote, grantees shall fully participate including having cameras on during the meeting.

The COYA grant has an explicit focus on equity and aims to ensure that race, income, geography, gender, citizenship status, ability, and other demographics and student characteristics no longer predict the outcomes of California's youth. To

measure success towards that goal, the grantee's program will require the following reporting.

All grantees will, **at a minimum**, need to report quarterly via CORD on the following:

1. Deliverable Report regarding the contracted Outcomes
 - a. Specific updates on all Outcomes in Exhibit A2. Wherever possible, please be numeric and data based in your reporting.
 - b. List any partner organizations and the grantee's relationship with them and report on all activities, costs and progress made with those partners.
2. Fiscal Report must demonstrate actual use of funds for that reporting period.
3. Participant Reports which are downloaded from SimpliGov and uploaded into CORD.

All participants served must be age 16-24 at the start of the pre-apprenticeship or apprenticeship. The participants served cannot start before the beginning of the performance period of the grant.

Grantees must obtain proof that a participant meets one of the following criteria:

1. Current or former foster youth
2. Currently or formerly Pell-eligible
3. Currently or formerly WIOA Youth or Adult eligible
4. Currently or formerly enrolled in a Title 1 school
5. Residing in a high poverty census tract
6. Formerly incarcerated
7. Youth parent
8. Person with disability

Detailed report of eligible participants served to be validated as registered with DAS through SimpliGov, the DAS web registration database. Grantees will be required to work with programs to provide all needed information through SimpliGov and then download the COYA Participant Report to be then uploaded to CORD. Through Simpligov. The following information must be provided for every participant served:

- 1 Participant Name
- 2 Last 4 digits of Social Security Number
- 3 Program Name
- 4 DAS File Number
- 5 Program Type
- 6 Occupation
- 7 Date of Birth
- 8 Gender
- 9 Gender Identity (optional)
- 10 Sexual Orientation (optional)
- 11 Highest Year of Education Completed
- 12 Ethnicity

- 13 Veteran (optional)
- 14 Disability (optional)
- 15 Start Date
- 16 Expected Completion Date
- 17 Completion Date (if applicable)
- 18 Cancel/Removal date (if applicable)
- 19 Pre-Apprentice or Apprentice
- 20 Stipend Received (if applicable)

Grants awarded under this Agreement require accurate, routine, and timely reporting. This reporting ensures that DAS can measure how grant funds are used, hold grantees accountable for performance, and assess compliance with statutory grant fund expenditure requirements. Accurate reporting also helps measure successful outcomes for grantees and participants and helps the State determine the extent to which expended public funds conferred a benefit to the public. Failure to submit accurate reports, as well as failure to meet performance milestones, is material noncompliance with the terms of the grant and is grounds for suspension of grant payments and termination of the Agreement, as provided for in paragraphs 7 and 8 of the Grant Terms and Conditions, Exhibit C.

After reporting has been approved and validated, CORD will generate an invoice.

Quarterly Reporting will be due to the DAS through CORD no later than twenty (20) days after the end of the performance period.

All invoicing and reporting will align with the following quarterly performance periods:

Q1: Effective Start Date through September 30, 2026

Q2: October 1, 2026 – December 31, 2026

Q3: January 1, 2027 – March 31, 2027

Q4: April 1, 2027 – June 30, 2027

Q5: July 1, 2027 – September 30, 2027

Q6: October 1, 2027 – December 31, 2027

Q7: January 1, 2028 – March 31, 2028

All project reports for each performance period are **due twenty (20) days after the close of the performance period**. Therefore, the following are the reporting due dates:

Q1: October 20, 2026

Q2: January 20, 2027

Q3: April 20, 2027

Q4: July 20, 2027

Q5: October 20, 2027

Q6: January 20, 2028

Q7: April 20, 2028

All reporting requirements must be submitted through the CORD platform by the due dates outlined in order to stay in compliance with the grant. To submit required reports:

1. Log into CORD at www.cordhub.org
2. Go to Reports from the main menu
3. Select the report you want to work on
4. Complete all required fields
5. Review and submit by the due date

Final Report

Upon completion of the grant period, the grantee shall submit a final comprehensive report that includes a final wrap up full report of everything outlined above for each category of the grant. In addition, the final report must include a final fiscal reporting demonstrating actual use of funds to date and full utilization of all grant funds for all grant categories. This final report should also include reflections on the overall grant and what went well, what lessons were learned and how the grantee thinks that the grant could be more effective towards its outcomes in the future. All services and activities funded by this grant must be completed by the grant expiration date. The final report is due on the grant expiration date. However, a grace period of thirty (30) calendar days is allowed for its submission.

I. MONITORING AND AUDITS

DIR may conduct an evaluation of the COYA grants' effectiveness in meeting the stated objectives of the program. If DIR elects to conduct an evaluation, the grantee agrees to participate in the evaluation of the project's activities and outcomes. This evaluation may involve collecting data related to the program's stated objectives in the grant application or grant agreement, analyzing information, and reporting on the project's impact. In addition, if requested by DIR, the grantee shall attend evaluation trainings and shall meet with and provide information to assigned project evaluators.

During the performance period, the Grantee agrees that DIR, the Department of General Services, Department of Finance, the Bureau of State Audits, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all State funds received.

Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant is completed. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

J. PROJECT RECORD RETENTION

Grantee shall preserve all financial records, supporting documents, statistical records, and other records associated with this Agreement and the Project for a minimum of **three (3) years** after the term of this grant is completed.

1. Records and Record Keeping

- a. The Grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the grant.
- b. DIR and its authorized representatives have the right to access any documents, papers, or other records of the Grantee that are pertinent to the grant, for the purpose of performing audits, examinations, excerpts, and transcripts. The right to access records also includes timely and reasonable access to the Grantee's personnel for the purpose of interviewing and discussion matters related to the requested documents.
- c. The right to access records is not limited to the required retention period (three years) but lasts as long as the records are retained by the Grantee.

2. Grantee Non-Compliance

- a. If the Grantee fails to comply with State or Federal statutes, regulations, or the terms and conditions of the grant, DIR may impose additional conditions, including:
 - I. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given performance period;
 - II. Requiring additional or more detailed financial reports;
 - III. Requiring technical or management assistance; and/or
 - IV. Establishing additional prior approvals.
- b. If DIR determines that the Grantee's noncompliance cannot be remedied by imposing additional conditions, DIR may take one or more of the following actions:
 - I. Temporarily withhold further payments pending correction of the deficiency by the Grantee.
 - II. Disallow all or part of the cost of the activity or action not in compliance.
 - III. Wholly or partly suspend the award activities or terminate the Grantee's award.
 - IV. Withhold further awards.
 - V. Take other remedies that may be legally available.

Exhibit A, Attachment 1 – Project Narrative

Organization Name: Public Works Alliance

Proposal Title: EMS Corps: EMT and Paramedic

Grant Type: Pre-Apprenticeship Implementation Continuation

1. Proposal Overview

EMS Corps is a 5-month EMT training program for 18–24-year-olds designed to mitigate the EMS workforce shortage while providing career pathways for young facing barriers to jobs in EMS and Fire. Each EMS Corps site trains up to 40 EMTs every 12 months using a proven model that combines EMS instruction with robust wrap-around support, an earned monthly stipend, life-coaching, mentorship, career guidance and job placement.

There are currently 12 operational EMS Corps sites in California, 3 of which are Registered Pre-Apprenticeships, thanks to a partnership and linkage agreement with CAL-JAC and 2024-2025 funding from COYA. Each of these three Pre-Apprenticeship sites are run in partnership with local fire departments (Oxnard Fire, Sacramento Fire and San Diego County Fire).

This pre-apprenticeship program is designed to create a pathway to higher paying jobs and a career as a paramedic through linkage to Cal-JAC's registered apprenticeship program.

To date, we have enrolled 140 participants across the 3 Pre-Apprenticeship sites. Participants who successfully complete the 5-month training will earn their EMT certification, among other field-related certifications, and be positioned for employment as an EMT and eventually pursue paramedic training.

Each of our three sites have now trained at least one cohort of students and has implemented learnings based on feedback from staff, participants and performance data. Oxnard was the first site to launch and has a participant completion rate of 90%.

This continuation request reflects an achievable enrollment plan based on demonstrated performance across three sites, prioritizing reliability, program fidelity, and consistent outcomes. We are on track to exceed our targets from the previous COYA grant. While reliance on public fire departments as key partners results in occasional delays in our quarterly reporting, we are actively working to mitigate these in the future (Period 6 is on the way!)

2. Program Target Population

EMS Corps serves young adults ages 18–24 who have historically faced barriers to employment that include financial insecurity, insecure housing, justice system involvement and foster care system involvement. The program was born in the juvenile justice system and has proven through its graduates that young people who have experienced met

adversity, when given the right support, can become the most effective healers and lifesavers in their communities. Additionally, since 2018, EMS Corps has been a co-ed program and has successfully graduated dozens of female EMTs. This program aims to be part of the solution to the persistent underrepresentation of women in emergency management services in California and nationally (<30%). This Pre-Apprenticeship program would be available to EMS Corps participants in Oxnard, Sacramento and San Diego, CA.

3. Program /Partnership Implementation

Our program has already been successfully implemented and will train over 150 participants by the end of our original performance period. The necessary partnerships for our Pre-Apprenticeship are already in place and memorialized by MOUs. Specific partners are listed below.

- a. **A local fire department** at each site will continue overseeing the training and mentorship. These include, Oxnard Fire, City of Sacramento Fire and San Diego County Fire
- b. **Community-based organizations** (CBOs) will continue leading candidate outreach and recruitment and providing wraparound supportive services. CBOs include South Bay Community Services, Greater Sacramento Urban League and Ventura County Goodwill
- c. **Local employment partners** will continue supporting job readiness opportunities, providing career exposure and hiring consideration post program. In addition to the previously mentioned fire departments, these partners include Chula Vista Fire, AMR, Gold Coast Ambulance, Falck Ambulance, PRN Ambulance, Premier Ambulance, Medic Ambulance and AlphaOne Ambulance.
- d. **A community college** will continue enrolling participants as college students, supporting EMS education and providing college credits to those who successfully complete the program. Community Colleges include Southwestern College, American River Collage and Ventura College
- e. **County Workforce Development boards** (WDBs) will continue to enhance support services through partnerships with local organizations. These WDBs include Ventura County Workforce Development Board, Sacramento Education and Training Agency and San Diego Workforce Partnership

Each site uses the EMS Corps model developed in Oakland in 2009 and optimized as it has been scaled to 16 training sites nationwide.

Key design elements include rigorous EMT training (more than double the hours of the typical EMT training program), bi-weekly case management, group and 1-on-1 counseling, career exposure/guidance, physical fitness and an earned monthly stipend. Following the program, they receive support securing a job in EMS, fire or allied health or – in San Diego – placed into a fire academy at Southwestern College.

Each site is staffed locally and connected to its community through the robust coalitions of partners mentioned above. In Oxnard, training occurs at Oxnard Fire's classrooms and is done by Oxnard Fire instructors. In Sacramento, training occurs at Sacramento Fire classrooms and is done by Sacramento Firefighters and instructors from American River College. In San Diego, training occurs at South Bay Community Service's career center and Southwestern College's

Otay campus. It is done by Southwester College's instructors. Fire instructors San Diego, training occurs. Local CBOs with demonstrated experience connecting with and serving opportunity youth lead outreach and recruitment and provide wraparound supportive services

Public Works Alliance (PWA) provides the EMS Corps program model, EMS training curriculum and the technology backbone for each site that manages the application portal, student learning portal and case management portal. We collect data on each participant to ensure the sites are meeting or exceeding performance targets and maintaining fidelity to the EMS Corps program model. PWA's instructors, case managers and support staff visit each site regularly and provide ongoing technical assistance including reporting and stipend administration. PWA also continues to raise money to sustain programs.

4. Program Structure and Duration

The 20-week program includes 400+ hours of EMS training and 150+ hours of professional development, mentorship and physical fitness.

- a. The EMS training more than doubles the number of training hours students receive at other EMT training programs. It adds EMR, Prehospital Trauma Life Support (PHTLS), Advanced Medical Life Support (AMLS), Emergency Vehicle Operating Safety (EVOS) and EMT. The teaching modality uses a flipped classroom approach that emphasizes discussion and activity-based learning. Participants are divided into squads and lead by rotating squad leads.
- b. Participants receive bi-weekly 1-on-1 case management, job readiness training and career exposure and guidance.
- c. Weekly physical fitness training prepares them to pass the Firefighter Candidate Physical Agility Test (CPAT).
- d. They participate in community service throughout the program.
- e. Those who successfully complete, will earn 12 college credits from their local community college and certificates in CPR, EMR, PHTLS, AMLS and EMT and earn up to \$6,000 in stipends from COYA funds. Following the program, they will receive support securing a job in EMS, fire or allied health or – in San Diego – placed into a fire academy at Southwestern College.

5. Compensation Model

Participants receive a monthly stipend of at least \$1,500 (\$1,200 of which is from COYA funds). The stipend is earned, so in order to be eligible for the full amount, participants must meet all program requirements, including attending all programming and being on time, behaving professionally at all times, being in uniform and completing all coursework. A demerit system penalizes students for infractions that count against their stipend. All demerits and stipends are tracked via PWA's tech backbone.

In San Diego and Sacramento, PWA administers the stipends minus any demerit deductions monthly via direct deposit. In Oxnard, the City of Oxnard hires participants and pays them as city employees for the duration of the program.

6. Employers Connected to the Program

Employer partners include City of Sacramento Fire, Chula Vista Fire, AMR, Gold Coast Ambulance, Falck Ambulance, PRN Ambulance, Premier Ambulance, Medic Ambulance and AlphaOne Ambulance.

Partners have signed MOUs committing them to support the program in the following ways:

- a. Informing ongoing program design
- b. Providing career exposure
- c. Extending hiring consideration to all graduates who meet minimum eligibility requirements

7. Partner Organizations

Each of the three fire departments below are primary partners serving as each site's Lead Agency. As the lead agency, they manage the site's budget and oversee day-to-day operations including staffing decisions, management of wraparound support providers and lead community outreach.

City of Oxnard Fire Department

Chief Alexander Hamilton, Fire Chief

805-513-3012

alexander.hamilton@oxnard.org

[Fire Department — City Of Oxnard](#)

Jamie Villa, EMS Chief

(805)385-8361

Jaime.Villa@Oxnard.Org

Sacramento Fire Department

Kim Iannucci, Assistant Chief

916-767-2218

kiannucci@sfd.cityofsacramento.org

[Fire Department | City of Sacramento](#)

San Diego Fire Department

Jeff Collins, Director

Jeff.Collins@sdcounty.ca.gov

Marc Regier Assistant Director

Marc.Regier@sdcounty.ca.gov

(619) 694-8305

[San Diego County Fire Protection District](#)

California Firefighter Joint Apprenticeship Committee (Cal-JAC) has committed to partnering with Public Works Alliance in enhancing its EMS Corps curriculum to include preparation and testing for the Firefighters Candidate Physical Abilities Test (CPAT) and the entry-level Firefighter Written Exam. Cal-JAC will also assist in recruitment and marketing – both print and social media. Cal-JAC also agrees to give priority, but not guarantee, to EMS Corps graduates who earn their EMT certification and place on the (FCTC) Statewide Eligibility List (SEL) into their registered apprenticeship program.

Yvonne de la Peña, Executive Director
ydelapena@cpf.org
916.648.1717

Todd Braverman, Deputy Director of Education & Training
tbraverman@cpf.org
916.648.1717
[California Firefighter Joint Apprenticeship Committee \(caljac.org\)](http://caljac.org)

8. Grant Implementation Team and Background

- a. **Public Works Alliance (PWA)** www.publicworksalliance.org serves as the apprenticeship sponsor. At each site, we:
 - Train local staff, instructors and providers on the program model and curriculum.
 - Provide the EMS Corps 'tech backbone' that streamlines program administration, houses the application portal, stipend tracker and performance dashboard
 - Convene sites for large scale training events Mass Casualty Incident training (MCI) and Tactical Emergency Casualty Care (TECC) training.
 - Host monthly community of practice meetings with all 12 EMS Corps sites
- b. **Jeff Metcalfe**, Chief Operations: Officer, has lead implementation of 12 EMS Corps training sites across multiple states. For the COYA Pre-Apprenticeship, he will:
 - Meet regularly with each site's lead agency to discuss site performance, wins and challenges. Make regular site visits to observe program operations
 - Lead the collection and dissemination of site performance data, identification of site challenges and delivery of technical support
 - Convene site teams for community of practice meetingsjeff@publicworksalliance.org
786-877-5375
- c. **David Page**, Director of Education, David Page is the director of the Prehospital Care Research Forum at UCLA and active field paramedic with Allina Health. He serves on the National Association of EMTs education and international committees.
- d. At PWA, he oversees the EMS curriculum at each site; lead instructor training and oversight; make regular site visits to support EMS instruction
davidpage@publicworksalliance.org
- e. **Denise Michel**, Education Coordinator, is a Registered Nurse and EMS educator with years of frontline experience in emergency medicine. As a Clinical Instructor and Course Coordinator at the UCLA Center for Prehospital Care, Denise brings a wealth of clinical expertise and instructional leadership to the EMT program, delivering dynamic classroom and simulation-based training, coordinating ride-alongs, and ensuring alignment with EMS and NREMT standards.

For the COYA Pre-Apprenticeship program, she supports EMS education across all sites including instructor coordination, course scheduling, liaising with each county's Local EMS Agency and Community College partner.
denise@publicworksalliance.org

- a. **Angela Malik-Hsai**, Program Director, supports multiple PWA workforce development programs including CHW and Peer-to-Peer Mental Health Specialist trainings. For the COYA Pre-Apprenticeship program, she will support day-to-day operations at each site including overseeing procurement of equipment, uniforms, books supplies and COYA reporting.
angela@publicworksalliance.org
- b. **Peter West**, IT Specialist, has worked in software management for over a decade. For the COYA Pre-Apprenticeship program, he will maintain the EMS Corps 'Tech Backbone', provide technical support for each sites and manage data collection and display.
peter@publicworksalliance.org
- c. **Peter Harrington**, Finance Consultant, is a consulting CFO for Ravix Group. He has over 25 years of experience with a diverse mix of public companies and non-profits. For the COYA Pre-Apprenticeship, he will lead COYA grant budget management, administration and reporting. Peter is an outsourced consultant, new to the team, added specifically to address delays in PWA's quarterly reporting and submission of invoices
peter.harrington@publicworksalliance.org

9. Progress with grant COYA Round 1 or Round 2

As of January, 2026, we have **implemented training sites in all 3 of the counties** in which we established Pre-Apprenticeship programs.

- In Oxnard we have trained two cohorts and started a third in January
- In Sacramento, we have trained one cohort and started a second in November
- In San Diego, we have trained one cohort and started a second in January

Across the 3 sites, we have registered 140 participants. Oxnard, the site that has been operational the longest is exceeded our performance measures with a 90% successful completion rate and an 80%+ employment rate, which will increase as recent graduates land jobs this month. Of the 37 who successfully completed the program at Oxnard EMS Corps, 30 are already employed as EMTs, two of whom have already been accepted into paramedic school which will start in May of 2026. The seven who are not yet working as EMTs are either still preparing for their national EMT certification exam or actively interviewing for jobs. Specific outcomes from each site listed below.

	Oxnard	Sacramento	San Diego	Totals
Enrolled	64	45	31	140
Successful completers	37	15	10	62
Still Training	23	20	21	64
Exited	4	10	0	14
Employed as an EMT	30	0	1	31
Employed in an unrelated field	0	2		2
Preparing for national EMT certification exam	1	5		6
Actively job interviewing	4	8	9	21
Enrolled full time in school	2	0	0	2

Exhibit A, Attachment 2 – Outcomes

Organization Name: Public Works Alliance

Proposal Title: EMS Corps: EMT and Paramedic

Grant Type: Pre-Apprenticeship Implementation Grant

Project Outcomes and Deliverables (quantitative and/or qualitative)	Description
<p>Planning, outreach, recruiting application review for Cohort 1 in Oxnard</p> <ul style="list-style-type: none"> • Training schedules will be set; instructors and providers will be scheduled • Agreements with providers for ridealongs/clinicals will be in place • At least 50 qualified applications will be in the application portal • Candidate interviews have been conducted/are planned 	<p><u>Period 1 and Period 2 (July-December 2026)</u> Oxnard EMS Corps is ready to begin training its first cohort of 2027, specifically:</p> <ul style="list-style-type: none"> • A cohort of 20 or more trainees have been selected from a pool of applicants who meet COYA eligibility requirements • The program schedule is set; providers and staff are aligned
<p>Cohort 1 of 20 qualified cadets will begin training in Oxnard</p> <p>Planning, outreach, recruiting and application review for Cohorts 2 and 3 at San Diego and Sacramento EMS Corps</p> <ul style="list-style-type: none"> • Training schedules will be set; instructors and providers will be scheduled • Agreements with providers for ridealongs/clinicals will be in place • At least 100 qualified applications (50 at each site) will be in the application portal • Candidate interviews have been conducted/are planned 	<p><u>Period 3 (January – March 2027)</u> Oxnard EMS Corps Cohort 1 will begin training</p> <ul style="list-style-type: none"> • 20 or more qualified cadets begin training • 16 (80%) or more are still training <p>San Diego and Sacramento programs are ready to begin training Cohorts 2 and 3.</p> <ul style="list-style-type: none"> • At each site, cohorts of 20 or more cadets (40 total) have been selected from a pool of applicants who meet COYA eligibility requirements • The program schedule is set; providers and staff are aligned
<p>Cohort 1 in Oxnard will complete training</p> <p>Cohorts 2 and 3 of 20 qualified cadets each begin training</p> <ul style="list-style-type: none"> • 40 qualified cadets (20 in each county) begin training <p>Outreach, recruiting and application review for Cohort 4 in Oxnard</p>	<p><u>Period 4 (April – June 2027)</u></p> <p>Cohort 1 in Oxnard will complete training:</p> <ul style="list-style-type: none"> • 16 (80%) or more successfully complete the training from Cohort 1 in Oxnard • 80% or more of those who successfully complete the training in Oxnard pass the

	<p>EMT national registry exam (NREMT) on the first attempt</p> <p>San Diego and Sacramento programs begin training Cohorts 2 and 3</p> <ul style="list-style-type: none"> • 20 or more qualified cadets begin training at both San Diego and Sacramento EMS Corps (40 total) • 32 (80%) or more are still training across the two sites
<p>Cohort 1 from Oxnard is employed or upskilling</p> <p>Cohorts 2 and 3 in Sacramento and San Diego will complete training</p> <p>Cohort 4 in Oxnard will begin training</p>	<p><u>Period 5 (July – September 2027)</u></p> <p>Cohort 1 in Oxnard will be employed or upskilling</p> <ul style="list-style-type: none"> • 80% of those who successfully complete training at Oxnard Cohort 1 are employed or upskilling <p>Cohorts 2 and 3 in Sacramento and San Diego will complete training:</p> <ul style="list-style-type: none"> • 32 (80%) or more successfully complete the training from Cohorts 2 and 3 • 80% or more of those who successfully complete the training pass the EMT national registry exam (NREMT) on the first attempt <p>Cohort 4 in Oxnard will begin training</p> <ul style="list-style-type: none"> • 15-20 qualified cadets begin training • 15 or more are still training
	<p><u>Period 6 (October - December 2027)</u></p> <p>Cohorts 2 and 3 in Sacramento and San Diego are employed or upskilling</p> <ul style="list-style-type: none"> • 80% of those who successfully complete training in San Diego and Sacramento are employed or upskilling <p>15 or more will successfully complete the training from Cohort 4 in Oxnard</p> <ul style="list-style-type: none"> • 80% or more of those who successfully complete the training in Oxnard pass the EMT national registry exam (NREMT) on the first attempt

<p>75 cadets have been enrolled in the pre-apprenticeship program.</p> <p>60 or more have will have successfully completed the program and are certified EMTs</p>	<p><u>Period 7 (January - March 2028)</u> Across all 3 sites...</p> <ul style="list-style-type: none"> • 75 cadets have been enrolled in the pre-apprenticeship program • 60 (80%) are certified EMTs • 50 or more are employed 6 months after program completion in EMS, Fire, healthcare

Exhibit A, Attachment 3 – Participant Plan

Organization Name: Public Works Alliance

Proposal Title: EMS Corps: EMT and Paramedic

Grant Type: Pre-Apprenticeship Implementation Grant

Grant Period	Number of Participants
Quarter 1	0
Quarter 2	0
Quarter 3	20
Quarter 4	
Quarter 5	40
Quarter 6	15
Quarter 7	
Total Participants	75



COYA Grant
PY 2026-2028

Exhibit B – Budget Summary

Organization Name: Public Works Alliance
Proposal Title: EMS Corps: EMT and Paramedic
Grant Type: Pre-Apprenticeship Implementation Continuation

Line Item	Expense Item	COYA Grant Funds	Amount Leveraged (Optional)	Total Project Budget	Source of Leveraged Funds (Optional)	In-Kind/ Cash (Optional)
A.	Staff Salaries	\$0.00		\$0.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
B.	Staff Benefit Cost	\$0.00		\$0.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
C.	Staff Travel	\$0.00		\$0.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
D.	Operating Expenses	\$0.00	\$145,000	\$145,000	California EDD	<input type="checkbox"/> In-Kind <input checked="" type="checkbox"/> Cash
E.	Furniture and Equipment					
1.	Small Purchase (unit cost of under \$5,000)	\$0.00		\$0.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
2.	Large Purchase (unit cost of over \$5,000)	\$0.00		\$0.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
3.	Equipment Lease	\$0.00		\$0.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
F.	Educational stipends	\$450,000	\$112,500	\$562,500	California EDD	<input type="checkbox"/> In-Kind <input checked="" type="checkbox"/> Cash
G.	Employer Incentives	\$0.00	\$0.00	\$0.00	\$0.00	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
H.	Instructional Costs	\$180,000		\$175,000		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
I.	Participant Support Services	\$180,000		\$175,000		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
J.	Contractual Services		\$300,000	\$300,000	California EDD	<input type="checkbox"/> In-Kind <input checked="" type="checkbox"/> Cash
K.	Administrative *	\$90,000		\$90,000		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
L.	Other (describe):	\$0.00	\$0.00	\$0.00	\$0.00	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash

Line Item	Expense Item	COYA Grant Funds	Amount Leveraged (Optional)	Total Project Budget	Source of Leveraged Funds (Optional)	In-Kind/ Cash (Optional)
M.	TOTAL FUNDING	\$900,000	\$557,500	\$1,457,500	California EDD	
					Total Award	\$900,000.00

* A maximum of 10% of the total project budget will be allowed for administrative costs.

Exhibit B, Attachment 1 – Budget Narrative

Organization Name: Public Works Alliance
Proposal Title: EMS Corps: EMT and Paramedic
Grant Type: Pre-Apprenticeship Implementation Continuation

A. (A-B) Staff Salaries: Total Salaries Paid + Benefits (WIOA 15%)

N/A

Benefits Rate:

N/A

C. Staff Travel \$

N/A

D. Operating Expenses \$

N/A

E. Furniture and Equipment* \$

N/A

F. Educational Stipends \$450,000

75 Corps Members have the opportunity to earn a monthly educational stipend of \$1,500 for each of the program's 5 months. To earn the full stipend, participants are required to meet the obligations of the program, outlined in the student handbook, including meeting attendance requirements, completing assignments on time showing up in uniform, taking required exams and adhering to the program's code of ethics.

The first month's stipend will be covered by leveraged funds, leaving a remaining total of \$6,000 per participant that will be covered by COYA funding.

G. Employer Incentives \$0

N/A

H. Instructional Costs \$180,000

75 Corps Members will receive EMS training that will prepare them to earn the following certifications: CPR, EMR, Prehospital Trauma Life Support (PHTLS), Advanced Medical Life Support (AMLS), EMT, and the Firefighter Candidate Physical Agility Test (CPAT).

This number reflects a reduction to the original budget. Instructional costs include:

- \$50,000 (approximately \$666.66 per Corps Member) for textbooks, workbooks, supplies and a portion of the required uniforms including boots

- \$150,000 (\$2,000 per Corps Member) for instructor wages and exam fees (NREMT, CPAT).

I. Participant supportive services \$180,000

COYA grant funds would cover approximately \$2,400 in supportive services per participant. This number reflects a reduction to the original budget. 75 Corps members will receive:

- Bi-weekly case management
- Weekly life coaching sessions, mentorship and professional development
- Tutoring and exam preparation
- 1-on-1 mental health services as needed
- Training materials and equipment

J. Contractual services \$

N/A

K. Administrative \$90,000

Administrative costs cover:

- Convening and coordinating program partners and providers across the three sites including EMS trainers, fitness providers, supportive service providers, employment partners and fire departments serving as lead agencies
- Collecting outcomes data, monitoring each site's performance against performance measures, identifying programming opportunity areas and implementing programming changes/enhancements as necessary
- Managing contracts and invoices across the 3 sites.
- Preparing quarterly narrative, participant reports, stipend reports and invoices for DAS. This includes compiling contractor invoices and expenses across the three sites, compiling payroll records from the City of Sacramento and the City of Oxnard to track stipend distribution for those sites and tracking and distributing stipends directly for the San Diego site

L. Other \$0

N/A

EXHIBIT C
GRANT TERMS AND CONDITIONS

1. **APPROVAL**: This Grant Agreement is of no force or effect until signed by both parties. The Grantee may not invoice for activities performed prior to the commencement date or completed after the termination date of this Grant Agreement.
2. **AMENDMENT**: No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Grant Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the Department of Industrial Relations (DIR) Director, Division of Apprenticeship Standards (DAS) Chief, or authorized designee in the form of a formal written amendment.
4. **AUDIT**: The Grantee agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code, § 8546.7, Pub. Contract Code, § 10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: The Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee in the performance of this Grant Agreement.
6. **DISPUTES**: The Grantee must continue with the responsibilities under this Grant Agreement during any dispute. In the event of a dispute, the Grantee must file a "Notice of Dispute" with the DAS Chief, DAS Liaison, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the DAS Chief, DAS Liaison, or designee must meet with the Grantee for the purpose of resolving the dispute.
7. **SUSPENSION OF PAYMENTS**: Grant fund payments under this Grant Agreement may be suspended or terminated if DIR/DAS determines that the Grantee has not complied with the terms of the Grant Agreement.

8. TERMINATION FOR CAUSE: DIR/DAS may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided. The Grantee will have ten (10) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within ten (10) calendar days of receipt of notice, DAS shall reimburse the Grantee for all documented costs incurred up to the date of termination.
 - i. DIR/DAS may take any termination for cause into consideration during evaluation of any grant proposal submitted by the Grantee in the future. Furthermore, any termination for cause may be considered a basis for imposing additional conditions on a grant awarded by DIR/DAS in the future.
 - ii. In the event the Grantee commits fraud or makes any misrepresentation during the performance of the grant, DIR/DAS reserves the right to terminate the grant accordingly, including the right to recapture all funds disbursed to the Grantee. DIR/DAS may also take other action as authorized by law, including but not limited to action under Labor Code sections 3073.1 and 3084.5.
9. INDEPENDENT CONTRACTOR: The Grantee, and the agents and employees of the Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers or employees or agents of DIR/DAS. The Grantee's obligation to pay its Contractors/Consultants is an independent obligation from DIR/DAS's obligation to make payments to the Grantee. All of the Grantee's Contractors/Consultants shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Grantee's overall responsibility for the management of the project, and the Grantee shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Grant Agreement.
10. GRANTEE'S RESPONSIBILITY FOR WORK: The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contract for work on the project, including but not limited to payment disputes with contractors, consultants, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
11. NO THIRD PARTY RIGHTS: The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking establish herein.
12. COMPLIANCE WITH LAWS AND REGULATIONS: The Grantee agrees that it will, at all times, comply with and require its Contractors/Consultants to comply with all applicable federal, State, and local laws, rules, guidelines, regulations, and requirements during the term of this Grant Agreement. It is the responsibility of the Grantee to know and understand which state, federal, and local laws regulations, and ordinances are applicable to this Grant Agreement and the project. Grantee shall be responsible for observing and complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.

13. CONFLICT OF INTEREST: Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.

14. NON-DISCRIMINATION CLAUSE: During the performance of this Grant Agreement, the Grantee and its subgrantees shall not deny the Grant Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

- i. The Grantee must ensure sure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The Grantee and subgrantees shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
- ii. The Grantee must permit access by representatives of the Civil Rights Department and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause.
- iii. The Grantee and its subgrantees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)
- iv. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.

15. PUBLICITY AND ACKNOWLEDGMENT: The Grantee agrees that it will acknowledge DIR/DAS's support whenever projects funded, in whole or in part, by this Grant Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material.

- i. The Grantee agrees to notify DIR's External Affairs Office in writing at least two (2) business days before any news releases or public conferences are initiated by the Grantee or its Contractors/Consultants regarding the project described in the Grant Agreement Scope of Work, Budget, or other exhibits. The Grantee further agrees it will collaborate with DIR's External Affairs Office with respect to publicity in any news media. Use of DIR's or DAS's logo must be approved by DIR/DAS and comply with DIR's Branding Guide, a copy of which is available upon request from DIR's External Affairs Office.

16. REPORTING REQUIREMENTS: The Grantee agrees to comply with all reporting requirements specified in Scope of Work or other exhibits, if applicable.
17. FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS: The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracking of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable law or this Grant Agreement. Unless otherwise prohibited by federal, State, or local law, the Grantee further agrees that it will maintain separate project accounts in accordance with generally accepted accounting principles.
18. OWNERSHIP: All information or data received or generated by the Grantee under this Grant Agreement shall become the property of DIR. No information or data received or generated under this Grant Agreement shall be released without DIR approval.
19. PERSONALLY IDENTIFIABLE INFORMATION: Personally Identifiable Information: Information or data that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this Grant Agreement in perpetuity and shall not release or publish any such information or data.
20. CONFIDENTIALITY: No record which has been designated as confidential by DIR, shall be disclosed by the Grantee. If confidential information is shared by DIR, the Grantee shall be required to execute an agreement that complies with State law or policy, including State Administrative Manual section 5305.8.
21. TIMELINESS: Time is of the essence in this Grant Agreement. The Grantee shall proceed with and complete the project in an expeditious manner.
22. AVAILABILITY OF FUNDS: DIR's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other additional consideration under this Grant Agreement.
23. CLOSEOUT: The Grant Agreement will be closed out after the completion of the project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.
24. EVALUATION: The Grantee agrees to participate in an evaluation, if undertaken by the State. If a statewide evaluation takes place, the Grantee will be required to participate in that evaluation by providing requested data and information. For the evaluation, the Grantee must document lessons learned and effective practices ascertained through this project. The Grantee agrees, as a part of the evaluation, to make records available, provide access to program operating personnel and participants, follow evaluation procedures detailed by the State, and comply with any other reasonable requests to effectuate the purposes of the evaluation.

25. GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. DIR and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.
26. UNENFORCEABLE PROVISION: In the event that any provision of this Grant Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Grant Agreement have force and effect and shall not be affected thereby.
27. WAIVER OF RIGHTS: Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.
28. INTEGRATION: The Grant Agreement, including all its exhibits and any other attachments incorporated into the Grant Agreement by reference, is complete and is the final Agreement between the parties.
29. ORDER OF PRECEDENCE: In the event of any inconsistency between the articles, attachments, specifications, or provisions which constitute this grant agreement, the following order of precedence shall apply:
- Grant Agreement Cover Sheet
 - Grant Terms and Conditions
 - Statement of Work
 - All other attachments incorporated into the Grant Agreement or as otherwise listed on the Grant Agreement cover sheet
30. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS: The Contractor shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
31. GENERATIVE AI DISCLOSURE OBLIGATIONS

- a. The following terms are in addition to the defined terms and shall apply to the Contract:
 - 1) “Generative AI (GenAI)” means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)
- b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
- c. Notification shall be provided to the State designee identified in this Contract.
- d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.
- e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.
- f. The State, at its sole discretion, may consider Contractor’s failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.