

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Alliance Worknet SH

BOARD AGENDA # *B-2

Urgent Routine

AGENDA DATE June 24, 2014

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Receive and Expend Workforce Investment Act (WIA) Funds in Accordance with the Approved Stanislaus County Strategic Five-Year Local Plan and Contracted StanWORKs Funds as Authorized by the Director of the Community Services Agency in Program Year 2014-2015

STAFF RECOMMENDATIONS:

1. Authorize the Director of the Alliance Worknet, or designee, to receive and expend Program Year 2014-2015 WIA funds in accordance with the approved Stanislaus County Strategic Five-Year Local Plan.
2. Authorize the Director of the Alliance Worknet, or designee, to sign all WIA-related sub-grant agreements, and any modifications or adjustments as required by the State of California.
3. Authorize the Director of the Alliance Worknet, or designee, to receive and expend Program Year 2014-2015 contracted StanWORKs funds as authorized by the Director of the Community Services Agency.
(Continued on Page 2)

FISCAL IMPACT:

Local WIA programs are funded from Federal and State sources. Stanislaus County will receive a total of \$6,303,047 in new WIA funding for the 2014-2015 Program Year. Stanislaus County Alliance Worknet will receive from the Community Services Agency a contracted total of \$7,865,377 in StanWORKs funds. The Fiscal Year 2014-2015 Proposed Budget established the Alliance Worknet budget based on last fiscal year's budgeted WIA funding.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2014-320

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, Monteith, and Chairman De Martini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

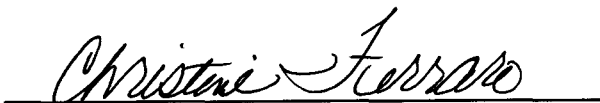
1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Receive and Expend Workforce Investment Act (WIA) Funds in Accordance with the Approved Stanislaus County Strategic Five-Year Local Plan and Contracted StanWORKs Funds as Authorized by the Director of the Community Services Agency in Program Year 2014-2015

STAFF RECOMMENDATIONS: (Continued)

4. Authorize the Director of the Alliance Worknet, or designee, to enter into and sign agreements and contracts to expend Program Year 2014-2015 WIA funds and contracted StanWORKs funds.

FISCAL IMPACT: (Continued)

Funding will be fully budgeted in the Fiscal Year 2014-2015 Final Budget to reflect the County's actual WIA allocation.

DISCUSSION:

Workforce Investment Act Formula Funds:

The Workforce Investment Division of the California Employment Development Department (EDD), the designated State Grant Manager of the Department of Labor's Workforce Investment Act (WIA) funding, has announced allocations to the Local Workforce Investment Areas for Program Year (PY) 2014-2015. This year's allocation for Stanislaus County is \$6,303,047, a decrease of \$182,046 or approximately 3% in comparison to the prior year allocation. This decrease in funding is due to an allocation formula that drives funding to local areas with relatively higher increases in unemployment rates. Stanislaus County's unemployment rate as of April 2014 was 12.3%.

The Stanislaus County Board of Supervisors must annually authorize the receipt of WIA funds and designate the fund administrator. With approval of this recommendation, the Alliance Worknet will serve as fiduciary agent on behalf of the Stanislaus Economic Development and Workforce Alliance (Local Workforce Investment Board) and the Board of Supervisors in administrating these funds. The Alliance Worknet Director will administer the program based on Board direction and approval.

The Alliance Worknet provides employment services to over 13,000 Stanislaus County residents, annually at the following locations: 629 12th Street, Modesto; 1405 West F Street, Oakdale; and 66 North El Circulo Avenue, Patterson. The Turlock co-location with the Employment Development Department was closed in October 2013. A new Turlock location is anticipated to open in September 2014. Services include access to job openings, resume and application assistance, job search workshops, skill assessment, career planning and counseling, and job training. In addition, Alliance Worknet staff provides "Rapid Response" assistance to workers who are being laid off due to business closures and downsizing in the effort to quickly re-establish them in the workforce. To date, Alliance Worknet has offered Rapid Response assistance to 231 workers this fiscal year.

Approval of staff's recommendations will allow the Alliance Worknet Director to enter into and sign contracts and expend 2014-2015 WIA funds in the general administration of the program.

Approval to Receive and Expend Workforce Investment Act (WIA) Funds in Accordance with the Approved Stanislaus County Strategic Five-Year Local Plan and Contracted StanWORKs Funds as Authorized by the Director of the Community Services Agency in Program Year 2014-2015

Individual contract amounts for the provision of these employment and training services are expected to exceed \$100,000. Contracts will be approved by the Local Workforce Investment Board and will follow the Board of Supervisors policies regarding the reporting of contracts and agreements.

Contracted StanWORKs Funds:

Alliance Worknet (AW) provides workforce development and employment services to Welfare to Work (WTW) participants under contract with the Community Services Agency (CSA). Last year (FY 2013-14) AW administered six WTW subcontracts on behalf of CSA which added supplemental workforce development services. These additional offerings include Literacy and Vocational English services. In all, AW oversees provision of workforce development services to StanWORKs clients at various locations in Modesto (5 sites), Oakdale (1 site), Patterson (1 site) and Turlock (3 sites).

For Fiscal Year 2014-2015, including subcontracted services, Alliance Worknet expects to provide over 4,000 Stanislaus County residents with Welfare to Work related services. Participants will receive intensive job readiness courses designed to provide job search assistance and interview preparation. Subsidized employment activities are also available to participants for four to six months. The Community Service Program will provide unpaid work experience at public and non-profit agencies throughout the County. Contracted Adult Basic Education and General Educational Development services will allow StanWORKs clients to receive remedial education and High School Equivalency test preparation services. It is anticipated that some clients will participate in more than one program component.

With approval of this recommendation, the Alliance Worknet will serve as fiduciary agent on behalf of the Stanislaus County Community Services Agency and the Board of Supervisors. The Alliance Worknet Director will administer the program based upon CSA direction.

Approval of staff's recommendation will allow the Alliance Worknet Director to enter into, sign contracts and expend 2014-2015 StanWORKs funds with local Community Based Organizations. Individual contract amounts for workforce development, literacy and Vocational English as a Second Language services are expected to exceed \$100,000 and Alliance Worknet will follow the Board of Supervisors policies regarding the reporting of contracts and agreements.

POLICY ISSUE:

The recommended action supports the Board of Supervisor's goals and priorities as follows:

A Strong Local Economy

StanWORKs contracts and WIA funds are invested in workforce development in coordination with economic development through the Alliance Board. This represents a unique approach to improving economic conditions in Stanislaus County.

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Efficient Delivery of Public Service

Approval of the recommendations allows for contracts for employment and training services to be implemented expeditiously in response to the needs of employers and job seekers alike.

Approval of the recommendations also allows for the continued operation of the Alliance Worknet One-Stop Resource Centers which provide employment services to Stanislaus County residents.

Effective Partnerships

Approval of the recommended action allows the Alliance Worknet to deliver employment and training services in cooperation with the following community partners:

The Stanislaus County Community Services Agency, the Employment Development Department, the Stanislaus Economic Development and Workforce Alliance, Modesto Junior College, California Department of Rehabilitation, Central Valley Opportunity Center, Learning Quest-Stanislaus Literacy Center, ASPIRAnet, Center For Human Services, Goodwill Industries of San Joaquin Valley, Inc., Sierra Vista Child and Family Services, Ceres Unified School District, Friends Outside, Computer Tutor Business and Technical Institute, Modesto Police Department and the Stanislaus County Office of Education.

STAFFING IMPACT:

Funding provided through the Workforce Investment Act and Community Services Agency support current staffing levels.

CONTACT PERSON:

Jeff Rowe, Alliance Worknet Director. Telephone: 209-558-2150

INFORMATION NOTICE

WORKFORCE SERVICES

Number: WSIN13-52

Date: April 15, 2014

Expiration Date: 5/15/16

69:167:df:16869

TO: WORKFORCE DEVELOPMENT COMMUNITY

SUBJECT: WIA FORMULA ALLOCATIONS—PY 2014-15

This Information Notice announces the release of Workforce Investment Act (WIA) formula fund allocations for each Local Workforce Investment Area (Local Area) for the Adult, Youth, and Dislocated Worker (DW) funding streams for Program Year (PY) 2014-15. These allocations are based on the allotments issued by the U.S. Department of Labor (DOL) to the states (refer to DOL Training and Employment Guidance Letter [TEGL] 18-13 dated April 3, 2014). In addition, TEGL 18-13 notes that the amount available for the Governor for Statewide workforce investment activities is increased from five percent to eight and three-quarter percent.

Please note that this notice is being issued for planning and budgeting purposes only because the State has yet to receive the federal Notice of Obligation (NOO) for any of the funding streams. Once the NOO has been received, Youth allocations will be released to Local Areas immediately. The Adult and Dislocated Worker allocations will be released as soon as we receive federal and state spending authority for these funds.

As in previous years, the allocations for the Adult and Youth funding streams were calculated using the "hold-harmless" factor. Additionally, as approved by the California Workforce Investment Board on November 30, 2006, the DW funding also includes a "hold-harmless" factor. This hold-harmless provision for DW helps mitigate the year-to-year volatility by ensuring each Local Area receives no less than 90 percent of their average percentage share from the prior two years. The Local Areas that receive more than 100 percent of their average percentage share from the prior two years were proportionately reduced by an amount to total funding necessary for those Local Areas that were below the 90 percent threshold.

Additionally, the DW allocation formula contains the following four factors which are weighted as noted below:

- Long-Term Unemployment Insurance (UI) claims—weighted at 40 percent
- Mid-Term UI Claims—weighted at 30 percent
- Short-Term UI Claims—weighted at 10 percent
- Long-Term Civilian Unemployment—weighted at 20 percent

The EDD is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.

The allotments to California and the amounts available for formula allocation to the Local Areas are listed below. Attachment 1 reflects the total amount Local Areas will receive for each of the funding streams for PY 2014-15. Additionally, Attachment 2 provides a breakdown of how each of the three funding streams is allocated between formula and Governor's Discretionary amounts.

<u>PY 2014-15</u>	<u>Total Allotment</u>	<u>Amount Available for Formula Allocation</u>
Adult Program (Title I)	\$114,152,207	\$ 104,163,890
Youth Program (Title I)	\$119,122,833	\$108,699,586
Dislocated Worker Program (Title I)	\$157,376,202	\$104,261,735

Youth allotments to the states will be issued in one sum with an April 1, 2014, effective date under grant code 301.

If you have any questions about this notice, please contact Viviana Neet at Viviana.Neet@edd.ca.gov or by phone at (916) 653-9150.

/S/ JOSÉ LUIS MÁRQUEZ, Chief
Workforce Services Division

Attachments

LWIA	Round 1			Round 2		Grand Total
	Youth	Adult	Dislocated Worker	Adult	Dislocated Worker	
Alameda	\$1,975,292	\$131,556	\$365,391	\$1,726,891	\$2,212,095	\$6,411,225
Anaheim City	\$925,664	\$63,067	\$113,461	\$827,857	\$686,895	\$2,616,944
Contra Costa	\$1,823,899	\$127,181	\$322,724	\$1,669,460	\$1,953,783	\$5,897,047
Foothill	\$586,889	\$43,209	\$85,375	\$567,189	\$516,866	\$1,799,528
Fresno	\$4,204,289	\$280,636	\$579,755	\$3,683,804	\$3,509,861	\$12,258,345
Golden Sierra	\$1,139,435	\$78,928	\$195,375	\$1,036,055	\$1,182,808	\$3,632,601
Humboldt	\$422,391	\$26,319	\$47,904	\$345,486	\$290,012	\$1,132,112
Imperial	\$1,330,642	\$93,646	\$235,953	\$1,229,253	\$1,428,466	\$4,317,960
Kern, Inyo, Mono	\$3,492,536	\$238,403	\$458,538	\$3,129,426	\$2,776,007	\$10,094,910
Kings	\$587,956	\$48,106	\$79,574	\$631,471	\$481,743	\$1,828,850
Los Angeles City	\$14,497,885	\$995,353	\$1,457,644	\$13,065,661	\$8,824,629	\$38,841,172
Los Angeles	\$11,438,966	\$776,491	\$1,326,136	\$10,192,740	\$8,028,480	\$31,762,813
Madera	\$584,475	\$42,599	\$78,853	\$559,179	\$477,380	\$1,742,486
Marin	\$332,062	\$28,255	\$60,585	\$370,887	\$366,785	\$1,158,574
Mendocino	\$236,481	\$16,969	\$32,170	\$222,746	\$194,756	\$703,122
Merced	\$1,183,118	\$79,059	\$167,228	\$1,037,779	\$1,012,407	\$3,479,591
Monterey	\$1,384,902	\$100,325	\$257,164	\$1,316,928	\$1,556,879	\$4,616,198
Mother Lode	\$428,954	\$35,199	\$69,696	\$462,051	\$421,941	\$1,417,841
Napa-Lake	\$514,909	\$37,649	\$79,759	\$494,201	\$482,863	\$1,609,381
NoRTEC	\$2,455,678	\$167,403	\$331,326	\$2,197,435	\$2,005,862	\$7,157,704
NCC	\$968,982	\$63,900	\$147,870	\$838,792	\$895,213	\$2,914,757
NOVA	\$755,936	\$52,835	\$141,571	\$693,550	\$857,078	\$2,500,970
Oakland City	\$1,603,729	\$111,787	\$169,468	\$1,467,387	\$1,025,967	\$4,378,338
Orange	\$3,760,910	\$247,085	\$680,153	\$3,243,402	\$4,117,675	\$12,049,225
Pacific Gateway	\$2,044,449	\$134,456	\$228,430	\$1,764,961	\$1,382,924	\$5,555,220
Richmond City	\$414,822	\$30,776	\$44,441	\$403,986	\$269,046	\$1,163,071
Riverside	\$6,602,792	\$450,436	\$916,674	\$5,912,716	\$5,549,582	\$19,432,200
Sacramento	\$4,026,085	\$272,354	\$563,563	\$3,575,095	\$3,411,836	\$11,848,933
San Benito	\$195,446	\$13,062	\$34,276	\$171,458	\$207,509	\$621,751
San Bernardino City	\$983,860	\$65,078	\$90,947	\$854,252	\$550,597	\$2,544,734
San Bernardino	\$5,295,696	\$356,943	\$708,151	\$4,685,457	\$4,287,176	\$15,333,423
San Diego	\$7,991,124	\$520,010	\$1,141,336	\$6,825,986	\$6,909,693	\$23,388,149
San Francisco	\$1,488,295	\$116,512	\$276,846	\$1,529,410	\$1,676,039	\$5,087,102
San Joaquin	\$2,702,132	\$178,389	\$381,615	\$2,341,650	\$2,310,315	\$7,914,101
San Jose - Silicon Valley	\$2,863,415	\$191,866	\$423,729	\$2,518,561	\$2,565,274	\$8,562,845
San Luis Obispo	\$755,828	\$41,416	\$79,914	\$543,658	\$483,803	\$1,904,619
San Mateo	\$1,026,835	\$74,255	\$197,389	\$974,715	\$1,195,000	\$3,468,194
Santa Ana City	\$1,145,832	\$79,533	\$101,701	\$1,043,995	\$615,704	\$2,986,765
Santa Barbara	\$1,261,304	\$64,392	\$135,531	\$845,247	\$820,509	\$3,126,983
Santa Cruz	\$957,506	\$59,202	\$136,783	\$777,119	\$828,092	\$2,758,702
SELACO	\$1,083,641	\$72,844	\$156,382	\$956,195	\$946,743	\$3,215,805
Solano	\$1,034,739	\$80,347	\$180,333	\$1,054,686	\$1,091,740	\$3,441,845
Sonoma	\$1,098,330	\$73,250	\$168,824	\$961,531	\$1,022,066	\$3,324,001
South Bay	\$1,461,268	\$105,505	\$192,537	\$1,384,932	\$1,165,626	\$4,309,868
Stanislaus	\$2,084,553	\$142,405	\$312,840	\$1,869,304	\$1,893,945	\$6,303,047
Tulare	\$2,054,059	\$138,125	\$302,451	\$1,813,116	\$1,831,051	\$6,138,802
Ventura	\$1,995,263	\$129,520	\$320,761	\$1,700,167	\$1,941,901	\$6,087,612
Verdugo	\$745,736	\$56,940	\$118,136	\$747,425	\$715,202	\$2,383,439
Yolo	\$750,596	\$40,000	\$83,165	\$525,062	\$503,483	\$1,902,306
TOTAL	\$108,699,586	\$7,373,576	\$14,780,428	\$96,790,314	\$89,481,307	\$317,125,211

**Workforce Investment Act (WIA) Funding
State Fiscal Year (SFY) 2014-15**

ATTACHMENT 2

Funding Stream	Round 1 (Base)	Share	Round 2 (Advance)	Share	Total
Youth Total	\$ 119,122,833		\$ -		\$ 119,122,833
Formula	\$ 108,699,586	91.25%	\$ -		\$ 108,699,586
Governor's Discretionary	\$ 10,423,247	8.75%	\$ -		\$ 10,423,247
Adult Total	\$ 8,080,631		\$ 106,071,576		\$ 114,152,207
Formula	\$ 7,373,576	91.25%	\$ 96,790,314	91.25%	\$ 104,163,890
Governor's Discretionary	\$ 707,055	8.75%	\$ 9,281,262	8.75%	\$ 9,988,317
Dislocated Worker Total	\$ 22,310,080		\$ 135,066,122		\$ 157,376,202
Formula	\$ 14,780,428	66.25%	\$ 89,481,307	66.25%	\$ 104,261,735
Rapid Response	\$ 5,577,520	25.00%	\$ 33,766,530	25.00%	\$ 39,344,050
Governor's Discretionary	\$ 1,952,132	8.75%	\$ 11,818,285	8.75%	\$ 13,770,417
Total WIA Funds	\$ 149,513,544		\$ 241,137,698		\$ 390,651,242
Formula	\$ 130,853,590		\$ 186,271,621		\$ 317,125,211
Rapid Response	\$ 5,577,520		\$ 33,766,530		\$ 39,344,050
Governor's Discretionary	\$ 13,082,434		\$ 21,099,547		\$ 34,181,981

* Program Year 2014-15 WIA allotments based on TEGL 18-13, dated April 3, 2014.

Cleared
CSG
Dist. WIA 6-4-14

WIA SUBGRANT AGREEMENT

STANISLAUS COUNTY

REGISTRATION NO: K594798
MODIFICATION NO: NEW
SUBGRANTEE CODE: STN

SUBGRANTOR: State of California
Employment Development Dept.
Workforce Services Division
P.O. Box 826880, MIC 69
Sacramento, CA 94280-0001

SUBGRANTEE: STANISLAUS COUNTY
251 E. HACKETT ROAD C-2
MODESTO, CA 95358

GOVERNMENTAL ENTITY: YES

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Subgrantor, and the STANISLAUS COUNTY, hereinafter the Subgrantee. The Subgrantee agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved WIA Local Plan for the above named Subgrantor filed with the Subgrantor pursuant to the Workforce Investment Act (WIA). This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

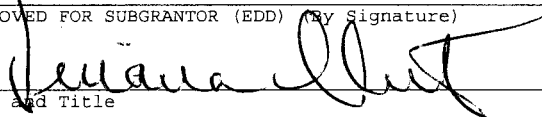
Funding Detail Chart
General Provisions and standards of Conduct
Title I-Y (WIA TITLE I YOUTH FORMULA)

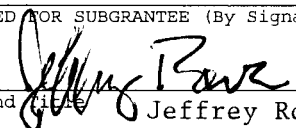
Exhibit AA, pages 1 through 1
Exhibit BB, pages 1 through 14
Exhibit DD, pages 1 through 1

ALLOCATION(s):	PRIOR AMOUNT:	\$0.00
The Subgrantor agrees to reimburse the Subgrantee	INCREASE/DECREASE:	\$2,084,553.00
not to exceed the amount listed hereinafter "TOTAL":	TOTAL:	\$2,084,553.00

TERMS OF AGREEMENT:	Terms of Exhibits are as
From 04/01/2014 to 06/30/2016	designated on each exhibit

PURPOSE: To initiate the Program Year (PY) 2014-15 WIA Subgrant and add WIA Youth formula funding under grant code 301. The term of these funds are from 04/01/14 to 06/30/16.

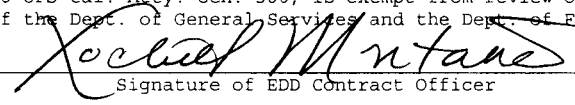
APPROVED FOR SUBGRANTOR (EDD) (By Signature)

Name and Title
JOSE LUIS MARQUEZ
CHIEF
WORKFORCE SERVICES DIVISION

APPROVED FOR SUBGRANTEE (By Signature)

Name and Title
Jeffrey Rowe
Director
Stanislaus County Alliance Worknet

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


Signature of EDD Contract Officer

WIA
SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

Exhibit AA
Page 1 of 1

SUBGRANTEE NAME: STANISLAUS COUNTY

SUBGRANT NO: K594798
MODIFICATION NO: NEW

I. ALLOCATION

FUNDING SOURCE	PRIOR AMOUNT	INCREASE	DECREASE	ADJUSTED ALLOCATION
TITLE I-Y: YOUTH				
961045 WIA TITLE I YOUTH FORMULA (301) : 04/01/2014 to 06/30/2016 Prog/Element 61/ 00 Ref 101 Fed Catlg 417259	\$0.00	\$2,084,553.00	\$0.00	\$2,084,553.00
TOTAL TITLE I-Y	\$0.00	\$2,084,553.00	\$0.00	\$2,084,553.00
GRAND TOTAL:	\$0.00	\$2,084,553.00	\$0.00	\$2,084,553.00

1. Compliance

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

- a). The provisions of the Workforce Investment Act (WIA) and all regulations, legislation, 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 the WIA.
- c). The provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to Department of Labor (DOL) job training programs
- d). Subgrantee will ensure diligence in managing programs under this subgrant agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of the WIA. Subgrantee agrees to conform to the provisions of the WIA and the contract requirements as referenced in 29 CFR Part 95, Appendix A and 29 CFR, Part 97.36(i) (1-13).

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 Subgrantor and the Subgrantee. Subgrantee represents and warrants it is free to enter into and fully perform this subgrant agreement.

2. Certification/Assurances

Except as otherwise indicated, the following certifications apply to all Subgrantee's.

- a). Corporate Registration: The Subgrantee, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.
- b). The Subgrantee agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA. (42 U.S.C.12101 et seq.
- c). Sectarian Activities: The Subgrantee 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: The Subgrantee (if not a public entity), by signing this subgrant agreement, does swear under penalty of perjury, that no more than one final unappeasable finding of contempt of court by a federal court has been issued against the Subgrantee within the immediately preceding two-year period because of Subgrantee's failure to comply with an order of a federal court, which orders the Subgrantee to comply with an order of the National Labor Relations Board (PCC10296).
- e). Prior Findings: Subgrantee, by signing this subgrant agreement, does swear under penalty of perjury, 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.
- f). Drug-Free Workplace Certification: By signing this subgrant agreement the Subgrantee hereby certifies under penalty of perjury under the laws of the State of California that the Subgrantee 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 as required to inform employees about:
 - the dangers of drug abuse in the workplace;
 - the person's or organization's policy of maintaining a drug-free workplace;
 - any available counseling, rehabilitation and employee assistance programs; and,
 - penalties that may be imposed upon employees for drug abuse violations.
 - (3). Every employee who works on this subgrant agreement will:
 - receive a copy of the company's drug-free policy statement; and,
 - agree to abide by the terms of the company's statement as a condition of employment on the subgrant/contract.
- g). Child Support Compliance Act: In accordance with the Child Support Compliance Act, the

Subgrantee recognizes and acknowledges:

- (1). The importance of child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and that to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).
- h). Debarment and Suspension Certification: By signing this subgrant agreement, the Subgrantee hereby certifies under penalty of perjury under the laws of the State of California that the Subgrantee will comply with regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98.510, that the prospective participant (i.e., grantee), to the best of its knowledge and belief, that it and its principals:
 - (1). Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - (2). Have not within a three-year period preceding this subgrant agreement been convicted of or had a civil judgement 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 Subgrantee is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

- i). Lobbying Restrictions: By signing this subgrant agreement the Subgrantee hereby assures and certifies to the lobbying restrictions which are codified in the DOL regulations at 29 CFR Part 93.
 - (1). No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - (2). If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, 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, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

j). Priority Hiring Considerations:

If this subgrant includes services in excess of \$200,000, the Subgrantee shall give priority consideration in filling vacancies in positions funded by the subgrant to qualified recipients of aid under Welfare and Institutions Section Code 11200 in accordance with Public Contract Code 10353.

k). Sweatfree Code of Conduct:

- 1). All Subgrantees 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, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Subgrantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

- 2). The Subgrantee agrees to cooperate fully in providing reasonable access to the subgrantees' records, documents, agents or employees, or premises if reasonably required by authorized officials of the Subgrantor, the Department of Industrial Relations, or the Department of Justice to determine the subgrantees' compliance with the requirements under paragraph a of the Sweatfree Code of Conduct.
- 1). Unenforceable Provision: 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.
- m). Nondiscrimination Clause
 - 1). The conduct of the parties to this subgrant agreement will be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated there under and the provisions of WIA, Section 188.
 - (a). As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I - financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I-financially assisted program or activity, and to all agreements that grant applicant makes to carry out the WIA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.
 - (b). This Subgrantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the subgrant agreement.
 - (c). This Subgrantee agrees to conform to nondiscrimination provisions of the WIA and other federal nondiscrimination requirements referenced in 29 CFR, Part 37.
- n). Indemnification:
 - 1). The following provision applies only if the Subgrantee is a governmental entity:

Pursuant to the provision of Section 895.4 of the California Government Code, 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.
 - 2). The following provision applies only if the Subgrantee is a non-governmental entity:

The Subgrantee agrees to the extent permitted by law, to indemnify, defend and save harmless the Subgrantor, 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 Subgrantee in the performance of this subgrant agreement.

Failure to comply with all requirements of the certifications in Section 2 may result in suspension of payment under this subgrant agreement or termination of this subgrant agreement or both, and the Subgrantee may be ineligible for award of future state subgrant agreements/contracts if the department determines that any of the following has occurred: (1) false information on the certifications, or (2) violation of the terms of the certifications by failing to carry out the requirements as noted above.

o). Salary and Bonus Limitations:

In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006, shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the States, the compensation levels for programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter number 5-06 for further clarification.

The incurrence of costs and receiving reimbursement for these costs under this award certifies that your organization has read the above special condition and is in compliance.

p). Clean Air and Water Act:

For subgrants in excess of \$100,000, compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 {h}); Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR 15, revised as of July 1, 1989).

3. Standards of Conduct

The following standards apply to all Subgrantees.

- a). General Assurance: Every reasonable course of action will be taken by the Subgrantee in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This subgrant agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. Subgrantee agrees to conform to the nondiscrimination requirements as referenced in WIA, Section 188.
- b). Avoidance of Conflict of Economic Interest: An executive or employee of the Subgrantee, 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 Subgrantee or Subgrantor: 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.

4. Coordination

Subgrantee will, to the maximum extent feasible, coordinate all programs and activities supported under this part with other programs under the WIA, including the Wagner-Peyser Act, Title 38 of the United States Code, and other employment and training programs at the state and local level.

Subgrantee will consult with the appropriate labor organizations and/or employer representatives in the design, operation or modification of the programs under this subgrant agreement.

5. Subcontracting

- a). Any of the work or services specified in this subgrant agreement which will be performed by other than by the Subgrantee will be evidenced by a written agreement specifying the terms and conditions of such performance.
- b). The Subgrantee will maintain and adhere to an appropriate system, consistent with federal,

WIA SUBGRANT AGREEMENT

Subgrantee: STANISLAUS COUNTY

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state and local law, for the award and monitoring of contracts which contain acceptable standards for insuring accountability.

- c). The system for awarding contracts will contain safeguards to insure that the Subgrantee does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

6. Insurance

Except for city and county governmental entities, Subgrantees must provide the Subgrantor evidence of the coverage specified in a, b, c and d below. The evidence of coverage shall include the registration number of the subgrant agreement for identification purposes.

- a). Subgrantee 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, Subgrantee will immediately so notify the Subgrantor. In the event the bond is canceled or revised, the Subgrantor will make no further disbursements until it is assured that adequate coverage has been obtained.
- b). Subgrantee 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.
- c). Subgrantee will provide broad form automobile liability coverage with limits as set forth in (b) above, which applies to both owned/leased and non-owned automobiles used by the Subgrantee or its agents in performance of this subgrant agreement, or, in the event that the Subgrantee 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, Subgrantee will secure and maintain on file from all such employees, trainees or agents a self-certification of automobile insurance coverage.
- d). Subgrantee will provide Worker's Compensation Insurance, which complies with provisions of the California Labor Code, covering all employees of the Subgrantee and all participants enrolled in work experience programs. Medical and Accident Insurance will be carried for those participants not qualifying as "employee" (Section 3350, et seq. of the California Labor Code) for Worker's Compensation.
- e). The Subgrantor will be named as "Certificate Holder" of policies secured in compliance with paragraphs a-d 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 b and c 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 Subgrantee to:

Employment Development Department
WIA - 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). The State of California is not responsible for payment of premiums or assessments on this policy

7. 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.

8. 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.

This subgrant agreement is valid and enforceable only if (1) 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; (2) sufficient funds 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.

- a). 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 Subgrantor, and no longer available to the Subgrantee.
- b). The Subgrantor 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 Subgrantee is given prompt notice and the opportunity for an informal review of the Subgrantor's decision. The Chief Deputy Director or his 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 Subgrantee or a Subcontractor of the Subgrantee to comply with the provisions of this subgrant agreement, or with the WIA or regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.
- c). The local Chief Elected Official (CEO) of a unit of general local government designated as a Local Workforce Investment Area (LWIA) shall be liable to the EDD for all funds not expended in accordance with WIA, and shall return to the EDD all of those funds. If there is more than one unit of general local government in a LWIA, 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 EDD for all funds not expended in accordance with the WIA, and shall return to the EDD all of those funds.

9. Accounting and Cash Management

- a). Subgrantee will comply with controls, record keeping and fund accounting procedure requirements of WIA, federal and state regulations and directives to ensure the proper disbursement of, and accounting for, program funds paid to the Subgrantee and disbursed by the Subgrantee, under this subgrant agreement.
- b). Subgrantee 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 Subgrantor. Failure to adhere to these provisions may result in suspending cash draw down privileges and providing funds through a reimbursement process.
- c). The Subgrantor retains the authority to adjust specific amounts of cash requested if the Subgrantor's records and subsequent verification with the Subgrantee indicate that the Subgrantee has an excessive amount of cash in its account.
- d). Income (including interest income) generated as a result of the receipt of WIA activities, will be utilized in accordance with policy and procedures established by the Subgrantor. Subgrantee will account for any such generated income separately.
- e). Subgrantee shall not be required to maintain a separate bank account but shall separately account for WIA funds on deposit. All funding under this subgrant agreement, will be made by check or wire transfer payable to the Subgrantee for deposit in Subgrantee'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 Subgrantee. The Subgrantor will have a lien upon any balance of WIA funds in these accounts, which will take priority over all other liens or claims.

10. Amendments

This subgrant agreement may be unilaterally modified by the Subgrantor 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 Subgrantee's plan.
- c). Funds awarded to the Subgrantee have not been expended in accordance with the schedule included in the approved Subgrantee's plan. After consultation with the Subgrantee, the Subgrantor 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 Subgrantor.
- 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 Subgrantees' 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.

11. Reporting

Subgrantee will compile and submit reports of activities, expenditures, status of cash and closeout information by the specified dates as prescribed by the Subgrantor. 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.

12. 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 Subgrantor or the Subgrantee may request a termination, in whole or in part, for convenience. The Subgrantee will give a ninety- (90) calendar-day advance notice in writing to the Subgrantor. The Subgrantor will give a ninety (90) calendar-day advance notice in writing to the Subgrantee.
- b). Termination for Cause - The Subgrantor may terminate this subgrant agreement in whole or in part when it has determined that the Subgrantee has substantially violated a specific provision of the WIA regulations or implementing state legislation and corrective action has not been taken.
 - (1). 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 Subgrantee will be addressed to: Stanislaus County Alliance Worknet
Attn: Jeffrey Rowe
PO Box 3389
251 E. Hackett Rd, C-2
Modesto, CA 95353-3389

Notices to the Subgrantor will be addressed to:

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

13. Records

- a). If participants are served under this subgrant agreement, the Subgrantee will establish a participant data system as prescribed by the Subgrantor.
- b). Subgrantee 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 Subgrantee will retain the records until the resolution of such litigation or audit.
Refer to 29 CFR, Part 97.42(b)(2) or 29 CFR, Part 95.53(b)(1).
- c). The Subgrantor and/or the U. S. DOL, or their designee (refer to 29 CFR, Part 95.48(d) or 29 CFR Part 97.36(i)(10)) 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 Subgrantee 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 Subgrantee 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. Subgrantee's performance under the terms and conditions herein specified will be subject to an evaluation by the Subgrantor of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

14. Audits

- a). The Subgrantee 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 of OMB (single audit or program-specific audit requirement) Circular A-133 (29 CFR 97.26 and 29 CFR 95.26).

- b). The Subgrantee and/or auditors performing monitoring or audits of the Subgrantee or its sub-contracting service providers will immediately report to the Subgrantor any incidents of fraud, abuse or other criminal activity in relation to this subgrant agreement, the WIA, or its regulations.

15. Disallowed Costs

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

16. Conflicts

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

17. Grievances and Complaint System

Subgrantee will establish and maintain a grievance and complaint procedure in compliance with the WIA, federal regulations and state statues, regulations and policy.

18. Property

All property, whether finished or unfinished documents, data, studies and reports prepared or purchased by the Subgrantee under this subgrant agreement, will be disposed of in accordance with the direction of the Subgrantor. In addition, any tools and/or equipment furnished to the Subgrantee by the Subgrantor and/or purchased by the Subgrantee with funds pursuant to this subgrant agreement will be limited to use within the activities outlined in this subgrant agreement and will remain the property of the United States Government and/or the Subgrantor. Upon termination of this subgrant agreement, Subgrantee will immediately return such tools and/or equipment to the Subgrantor or dispose of them in accordance with the direction of the Subgrantor.

19. Intellectual Property Provisions

a). Federal Funding

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

b). Ownership

- (1). Except where Subgrantor has agreed in a signed writing to accept a license, Subgrantor shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement.
- (2). For the purposes of this subgrant agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by Subgrantor, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

- (a). For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they

are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

- (3). In the performance of this subgrant agreement, Subgrantee may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this subgrant agreement. In addition, under this subgrant agreement, Subgrantee may access and utilize certain of Subgrantor's intellectual property in existence prior to the effective date of this subgrant agreement. Except as otherwise set forth herein, Subgrantee shall not use any of Subgrantor's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of Subgrantor. Except as otherwise set forth herein, neither the Subgrantee nor Subgrantor shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this subgrant agreement, Subgrantee accesses any third-party Intellectual Property that is licensed to Subgrantor. Subgrantee agrees to abide by all license and confidentiality restrictions applicable to Subgrantor in the third-party's license agreement.
 - (4). Subgrantee agrees to cooperate with Subgrantor in establishing or maintaining Subgrantor's exclusive rights in the Intellectual Property, and in assuring Subgrantor's sole rights against third parties with respect to the Intellectual Property. If the Subgrantee enters into any agreements or subcontracts with other parties in order to perform this subgrant agreement, Subgrantee shall require the terms of the agreement(s) to include all Intellectual Property provisions of paragraph nineteen a) through nineteen i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to Subgrantor all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, subgrantee or subgrantor and which result directly or indirectly from this subgrant agreement or any subcontract.
 - (5). Pursuant to paragraph nineteen (b) (4) of the Intellectual Property Provisions in Exhibit BB to this subgrant agreement, the requirement for the Subgrantee to include all Intellectual Property Provisions of paragraph nineteen a) through nineteen i) of the Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to subgrant agreements or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 663.700-730.
 - (6). Subgrantee further agrees to assist and cooperate with Subgrantor in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce Subgrantor's Intellectual Property rights and interests.
- c). Retained Rights / License Rights
- (1). Except for Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement, Subgrantee shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this subgrant agreement. Subgrantee hereby grants to Subgrantor, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Subgrantee's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this subgrant, unless Subgrantee assigns all rights, title and interest in the Intellectual Property as set forth herein.
 - (2). Nothing in this provision shall restrict, limit, or otherwise prevent Subgrantee from using any ideas, concepts, know-how, methodology or techniques related to its performance under this subgrant agreement, provided that Subgrantee's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of Subgrantor or third party, or result in a breach or default of any provisions of paragraph nineteen a) through nineteen i) or result in a breach of any provisions of law relating to confidentiality.
- d). Copyright
- (1) Subgrantee agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph nineteen (b) (2) (a) of authorship made by or on behalf of

Subgrantee in connection with Subgrantee's performance of this subgrant agreement shall be deemed "works made for hire." Subgrantee further agrees that the work of each person utilized by Subgrantee in connection with the performance of this subgrant agreement will be a "work made for hire," whether that person is an employee of Subgrantee or that person has entered into an agreement with Subgrantee to perform the work. Subgrantee shall enter into a written agreement with any such person that: (i) all work performed for Subgrantee shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to Subgrantor to any work product made, conceived, derived from or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement. Refer to 29 CFR, Part 95, Appendix A 5 or Part 97.34.

- (2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this subgrant agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement may not be reproduced or disseminated without prior written permission from Subgrantor.

e). Patent Rights

With respect to inventions (refer to 29 CFR, 97.36(i)(8)) made by Subgrantee in the performance of this subgrant agreement, which did not result from research and development specifically included in the Subgrant's scope of work, Subgrantee hereby grants to Subgrantor a license as described under paragraph nineteen c) for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the subgrant agreement's scope of work, then Subgrantee agrees to assign to Subgrantor, without addition compensation, all its right, title and interest in and to such inventions and to assist Subgrantor in securing United States and foreign patents with respect thereto.

f). Third-Party Intellectual Property

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

g). Warranties

(1). Subgrantee represents and warrants that:

- (a). It has secured and will secure all rights and licenses necessary for its performance of this subgrant agreement.
- (b). Neither Subgrantee's performance of this subgrant agreement, nor the exercise by either Party of the rights granted in this subgrant agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by Subgrantee.
- (c). Neither Subgrantee's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (d). It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors.
- (e). Of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.
- (f). It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to Subgrantor in this subgrant agreement.

(g). It has appropriate systems and controls in place to ensure that state and federal funds will not be used in the performance of this subgrant agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(h). It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Subgrantee's performance of this subgrant agreement.

(2). SUBGRANTOR MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS SUBGRANT AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

h). Intellectual Property Indemnity

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

(2). Should any Intellectual Property licensed by the Subgrantee to Subgrantor under this subgrant agreement become the subject of an Intellectual Property infringement claim, Subgrantee will exercise its authority reasonably and in good faith to preserve Subgrantor's right to use the licensed Intellectual Property in accordance with this subgrant agreement at no expense to Subgrantor. Subgrantor shall have the right to monitor and appear through its own counsel (at Subgrantee's expense) in any such claim or action. In the defense or settlement of the claim, Subgrantee may obtain the right for Subgrantor to continue using the licensed Intellectual Property or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, Subgrantor may be entitled to a refund of all monies paid under this subgrant agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3). Subgrantee agrees that damages alone would be inadequate to compensate Subgrantor for breach of any term of these Intellectual Property provisions of paragraph nineteen a) through nineteen i) by Subgrantee. Subgrantee acknowledges Subgrantor would suffer irreparable harm in the event of such breach and agrees Subgrantor shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

i). Survival

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

20. Confidentiality Requirements

The State of California and the Subgrantee will exchange various kinds of information pursuant to this subgrant agreement. That information will include data, applications, program files, and information about specific clients receiving services. 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 Employment

Development Department, the California Department of Social Services, the California Department of Education, the California Department of Corrections, 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, the Department of Alcohol and Drug Programs, and individuals requesting program services.

The Subgrantor and Subgrantee agree that:

- a). Each party shall keep all confidential 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 Subgrantee 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.
 - i. Aggregate Summaries: All reports and/or publications developed by the Subgrantee 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.
 - ii. Publication: Prior to publication, Subgrantee shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to 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.
 - iii. 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 to the public.
- e). The Subgrantee shall notify Subgrantor'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 Subgrantee shall cooperate with the Subgrantor in any investigations 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 Subgrantee learns of a breach in the security of the system which contains confidential data obtained under this Subgrant, then the Subgrantee must provide notification to individuals pursuant to Civil Code section 1798.82.

- f). The Subgrantee 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 Civil Code, section 502 of the Penal Code, section 2111 of the Unemployment Insurance Code, section 10850 of the Welfare and Institutions Code and other applicable local, state and federal laws.
- 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). 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

WIA SUBGRANT AGREEMENT

Subgrantee: STANISLAUS COUNTY

Exhibit BB
Page 13 of 14
SUBGRANT NO: K594798
MODIFICATION NO: NEW

confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.

- k). If the Subgrantor or Subgrantee enters into an agreement with a third party to provide WIA services, the Subgrantor or Subgrantee 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.
- l). The Subgrantee may, in its operation of the One-Stops, permit a One-Stop 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. Subgrantee shall ensure that all such subcontracts comply with the intellectual property requirements of paragraph 19 of this Subgrant, the confidentiality requirements of paragraph 20 of this Subgrant and any other terms of this Subgrant 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 subgrantee, 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. In accordance with 29 Code of Federal Regulations 97.42, social security numbers and other client specific information shall not be retained for more than three years after a client completes services. The subgrantee should extend this period, only if any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three-year retention period. In this case the records should be maintained until completion of the action and resolution of all issues arising from it, or until the close of the three-year retention period, whichever is later. (29 CFR sec. 97.42 (b) (2).)
 - (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) A One-Stop client must still be given the option to use the One-Stop'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 One-Stop or for CalJOBS, the subcontractor's resume-distribution services, or any other services subcontractor offers to the client or the One-Stop 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 clients 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 Subgrantor modifies State automated systems such as the State CalJOBS System, it shall provide reasonable notice of such changes to the Subgrantee. The Subgrantee shall be responsible to communicate such changes to the One-Stop Operator(s) in the local area.
- m). 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 SUBGRANTOR

Name: Cindy Hobart
Title: Section Manager
Address: P.O. Box 826880, MIC 69
Sacramento, CA 94280-0001
Telephone: (916) 653-5955

Subgrantee: STANISLAUS COUNTY

WIA SUBGRANT AGREEMENT

Exhibit BB
Page 14 of 14
SUBGRANT NO: K594798
MODIFICATION NO: NEW

Fax: (916) 654-9586

FOR THE SUBGRANTEE

Name: Jeffrey Rowe
Title: Director
Telephone: 209-558-2150
Fax: 209-558-2164

21. Signatures

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

Revised October 2007

EXHIBIT COVER SHEET

SUBGRANT NO: K594798
MODIFICATION NO: 00

EXHIBIT DD
Page 1 OF 1

SUBGRANTEE: STANISLAUS COUNTY
FUNDING SOURCE: WIA TITLE I YOUTH FORMULA 301

TERM OF THESE FUNDS: 04/01/2014 TO: 06/30/2016

| 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 Workforce Investment Area's (LWIA) new Program Year (PY) 2014-15 Workforce Investment Act (WIA) Title I subgrant agreement and to incorporate WIA Youth formula funding into Grant Code (GC) 301. The amount in GC 301 represents this LWIA's entire youth formula allocation for PY 2014-15. The term date for these funds is April 1, 2014 to June 30, 2016.

The LWIA will operate the WIA program in accordance with the approved Workforce Investment Plan on file in the Workforce Services Division of the Employment Development Department, P.O. Box 826882, MIC 50, Sacramento, CA 92480-0001.

| This exhibit adds to and does not replace the terms and conditions of any other exhibit |
included in this agreement which terms and conditions remain in full force and effect.

WIA (3/2000)



BOARD OF SUPERVISORS

2014 AUG 20 A 10: 12



Edmund G. Brown Jr.
Governor

August 18, 2014

Mr. Jeffrey Rowe
Director
Stanislaus County
251 East Hackett Road, C-2
Modesto CA 95358

Dear Mr. Rowe:

WORKFORCE INVESTMENT ACT (WIA) SUBGRANT AGREEMENT: K594798

Enclosed is a copy of modification number one of your WIA Subgrant Agreement. This modification incorporates First Round WIA Formula funding for Program Year (PY) 2014-2015 into grant codes 201, 292, 501, and 540.

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

Sincerely,

/s/ VIVIANA NEET
Manager
Financial Management Unit

Enclosure

cc: Mr. Jim DeMartini, Chairman
Roni Armstrong, MIC 50
Michael Garcia, MIC 69

Cleared *GW*
CSG
WIA 8-12-14

WIA SUBGRANT AGREEMENT

SUBGRANT NO: K594798
MODIFICATION NO: 1
SUBGRANTEE CODE: STN

STANISLAUS COUNTY

SUBGRANTOR:
State of California
Employment Development Dept.
Workforce Services Division
P.O.Box 826880, MIC 69
Sacramento, CA 94280-0001

SUBGRANTEE: STANISLAUS COUNTY
251 EAST HACKETT ROAD, C-2
MODESTO, CA 95358

GOVERNMENTAL ENTITY: Yes

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Subgrantor, and the STANISLAUS COUNTY, hereinafter the Subgrantee. The Subgrantee agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved WIA Local Plan for the above name Subgrantor filed with the Subgrantor pursuant to the Workforce Investment Act (WIA). 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
- Adult Formula RD 1
- Dislocated Worker Rd 1
- Rapid Response by Formula
- Rapid Response Layoff Aversion

ALLOCATION(s)	PRIOR AMOUNT:	\$2,084,553.00
The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter 'TOTAL'	INCREASE/DECREASE:	\$485,385.00
	TOTAL:	\$2,569,938.00

TERM OF AGREEMENT	Terms of Exhibits are as designated on each exhibit
From: 4/1/2014 To: 6/30/2016	

PURPOSE: To add WIA formula funding for Program Year (PY) 2014-15 into grant codes 201, 292, 501, and 540.

APPROVED FOR SUBGRANTOR (EDD) (By Signature)

APPROVED FOR SUBGRANTEE (By Signature)

Unilateral modification. Subgrantee Signature not required

[Handwritten Signature]
 Name and Title
 JOSÉ LUIS MÁRQUEZ
 CHIEF
 WORKFORCE SERVICES DIVISION

Name and Title

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

[Handwritten Signature]
 Signature of EDD Accounting Officer

[Handwritten Signature]
 Signature of EDD Contract Officer

Budget Item: 7100	Fund: 0869	Budgetary Attachment: No
Chapter: 025	Statute: 2013	FY: 13/14

SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

Page 1
SUBGRANT NO: K594798
MODIFICATION NO: 1

STANISLAUS COUNTY

I. Allocation

Funding Source	Prior Amount	Increase	Decrease	Adjusted Allocation
WIA 25% - Dislocated Worker Rapid Response				
96215 292 Rapid Response Layoff Aversion 07/01/2014 to 06/30/2015 ✓ Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$0.00	\$6,668.00 ✓	\$0.00	\$6,668.00
96215 540 Rapid Response by Formula 07/01/2014 to 06/30/2015 ✓ Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$0.00	\$23,472.00 ✓	\$0.00	\$23,472.00
Total WIA 25% - Dislocated Worker Rapid Response	\$0.00	\$30,140.00	\$0.00	\$30,140.00
WIA Formula				
96155 201 Adult Formula RD 1 07/01/2014 to 06/30/2016 ✓ Prog/Element 61/00 Ref 101 Fed Catlg 17.258	\$0.00	\$142,405.00 ✓	\$0.00	\$142,405.00
96105 301 Youth Formula Rd 1 04/01/2014 to 06/30/2016 Prog/Element 61/00 Ref 101 Fed Catlg 17.259	\$2,084,553.00	\$0.00	\$0.00	\$2,084,553.00
96205 501 Dislocated Worker Rd 1 07/01/2014 to 06/30/2016 ✓ Prog/Element 61/00 Ref 101 Fed Catlg 17.278	\$0.00	\$312,840.00 ✓	\$0.00	\$312,840.00
Total WIA Formula	\$2,084,553.00	\$455,245.00	\$0.00	\$2,539,798.00
Grand Total:	\$2,084,553.00	\$485,385.00	\$0.00	\$2,569,938.00

All reference are to the Workforce Investment Act of 1998, Title I, unless otherwise noted. For modifications purposes only. All other terms and conditions of this exhibit not included herein remain unchanged.

NARRATIVE

SUBGRANT NO:K594798
MODIFICATION NO: 1

SUBGRANTEE:STANISLAUS COUNTY
FUNDING SOURCE: Adult Formula RD 1 - 201

TERM OF THESE FUNDS: 07/01/2014 - 06/30/2016

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

These funds are being incorporated into your Program Year 2014-15 Subgrant Agreement to support the Workforce Investment Act (WIA) Adult Program. The funds in grant code 201 consist of 1st round funding and are available for expenditures from July 1, 2014 through June 30, 2016. Adult funds are available for expenditure provided an approved plan is on file with the State of California.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA(3/2000)

NARRATIVE

SUBGRANT NO:K594798
MODIFICATION NO: 1

SUBGRANTEE:STANISLAUS COUNTY
FUNDING SOURCE: Dislocated Worker Rd 1 - 501

TERM OF THESE FUNDS: 07/01/2014 - 06/30/2016

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

These funds are being incorporated into your Program Year 2014-15 Subgrant Agreement to support the Workforce Investment Act (WIA) Dislocated Worker Program. The funds in grant code 501 consist of 1st round funding and are available for expenditures from July 1, 2014 through June 30, 2016. Dislocated Worker funds are available for expenditures provided an approved plan is on file with the State of California.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA(3/2000)

NARRATIVE

SUBGRANT NO:K594798
MODIFICATION NO: 1

SUBGRANTEE:STANISLAUS COUNTY
FUNDING SOURCE: Rapid Response by Formula - 540

TERM OF THESE FUNDS: 07/01/2014 - 06/30/2015

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

These Workforce Investment Act (WIA) 25 percent Rapid Response funds are being incorporated into your Program Year 2014-15 Subgrant Agreement. The funds in grant code 540 consist of 1st round funding and are available for expenditures from July 1, 2014 through June 30, 2015.

These "formula based" Rapid Response funds (see Information Notice WSIN 13-70) must be used for the cost of required and allowable Rapid Response activities in response to layoffs, business closures, and natural disasters.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA(3/2000)

NARRATIVE

SUBGRANT NO:K594798
MODIFICATION NO: 1

SUBGRANTEE:STANISLAUS COUNTY
FUNDING SOURCE: Rapid Response Layoff Aversion - 292

TERM OF THESE FUNDS: 07/01/2014 - 06/30/2015

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 new Program Year (PY) 2014-15 subgrant agreement and incorporate funds for WIA Layoff Aversion project funds into grant code 292. These funds will support local areas through a high performing Rapid Response strategy, which will emphasize coordinated efforts to avert layoffs in the effort to save jobs. The term for the Layoff Aversion project is from July 1, 2014 to June 30, 2015.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA(3/2000)



BOARD OF SUPERVISORS

2014 NOV -3 A 11:04



Edmund G. Brown Jr.
Governor

October 29, 2014

Mr. Jeffrey Rowe, Director
Stanislaus County Alliance Worknet
251 East Hackett Road, C-2
Modesto, CA 95358

Dear Mr. Rowe:

WORKFORCE INVESTMENT ACT (WIA) SUBGRANT AGREEMENT K594798

Enclosed is a copy of modification number two of your WIA Subgrant Agreement. This modification incorporates Second Round WIA formula funding for Program Year (PY) 2014-15 into grant codes 202, 293, 502, and 541.

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

Sincerely,

/s/ VIVIANA NEET
Manager
Financial Management Unit

Enclosure:

cc: Mr. Jim DeMartini, BOS Chairman
Roni Armstrong, MIC 50
Kirstin Cordova, MIC 69

WIA SUBGRANT AGREEMENT

SUBGRANT NO: K594798
MODIFICATION NO: 2
SUBGRANTEE CODE: STN

STANISLAUS COUNTY

SUBGRANTOR:
State of California
Employment Development Dept.
Workforce Services Division
P.O.Box 826880, MIC 69
Sacramento, CA 94280-0001

SUBGRANTEE: STANISLAUS COUNTY
251 EAST HACKETT ROAD, C-2
MODESTO, CA 95358

GOVERNMENTAL ENTITY: Yes

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Subgrantor, and the STANISLAUS COUNTY, hereinafter the Subgrantee. The Subgrantee agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved WIA Local Plan for the above name Subgrantor filed with the Subgrantor pursuant to the Workforce Investment Act (WIA). 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
- Adult Formula Rd 2
- Dislocated Worker Rd 2
- Rapid Response by Formula
- Rapid Response Layoff Aversion

ALLOCATION(s)	PRIOR AMOUNT:	\$2,569,938.00
The Subgrantor agrees to reimburse the Subgrantee	INCREASE/DECREASE:	\$3,937,783.00
not to exceed the amount listed hereinafter 'TOTAL'	TOTAL:	\$6,507,721.00

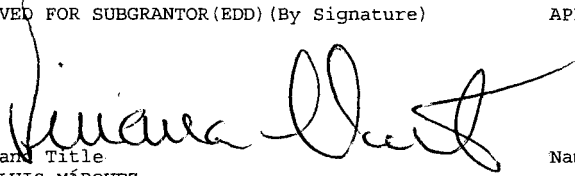
TERM OF AGREEMENT From: 4/1/2014 To: 6/30/2016 Terms of Exhibits are as designated on each exhibit

PURPOSE: To incorporate and add WIA formula funding for PY 14-15 into grant codes 202, 293, 502, and 541.

APPROVED FOR SUBGRANTOR (EDD) (By Signature)

APPROVED FOR SUBGRANTEE (By Signature)

Unilateral modification. Subgrantee Signature not required


 Name and Title
 JOSÉ LUIS MÁRQUEZ
 CHIEF
 WORKFORCE SERVICES DIVISION

Name and Title

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

Signature of EDD Contract Officer

Budget item: 7100 Fund: 0869 Budgetary Attachment: No
 Chapter: 025 Statute: 2013 FY: 1344
 2014 14/15

SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

Page 1
SUBGRANT NO: K594798
MODIFICATION NO: 2

STANISLAUS COUNTY

I. Allocation

Funding Source	Prior Amount	Increase	Decrease	Adjusted Allocation
WIA 25% - Dislocated Worker Rapid Response				
96215 292 Rapid Response Layoff Aversion 07/01/2014 to 06/30/2015 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$6,668.00	\$0.00	\$0.00	\$6,668.00
98425 293 Rapid Response Layoff Aversion 10/01/2014 to 06/30/2015 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$0.00	\$34,608.00	\$0.00	\$34,608.00
96215 540 Rapid Response by Formula 07/01/2014 to 06/30/2015 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$23,472.00	\$0.00	\$0.00	\$23,472.00
98425 541 Rapid Response by Formula 10/01/2014 to 06/30/2015 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$0.00	\$142,018.00	\$0.00	\$142,018.00
Total WIA 25% - Dislocated Worker Rapid Response	\$30,140.00	\$176,626.00	\$0.00	\$206,766.00
WIA Formula				
96155 201 Adult Formula RD 1 07/01/2014 to 06/30/2016 Prog/Element 61/00 Ref 101 Fed Catlg 17.258	\$142,405.00	\$0.00	\$0.00	\$142,405.00
98285 202 Adult Formula Rd 2 10/01/2014 to 06/30/2016 Prog/Element 61/00 Ref 101 Fed Catlg 17.258	\$0.00	\$1,868,265.00	\$0.00	\$1,868,265.00
96105 301 Youth Formula Rd 1 04/01/2014 to 06/30/2016 Prog/Element 61/00 Ref 101 Fed Catlg 17.259	\$2,084,553.00	\$0.00	\$0.00	\$2,084,553.00
96205 501 Dislocated Worker Rd 1 07/01/2014 to 06/30/2016 Prog/Element 61/00 Ref 101 Fed Catlg 17.278	\$312,840.00	\$0.00	\$0.00	\$312,840.00
98215 502 Dislocated Worker Rd 2 10/01/2014 to 06/30/2016 Prog/Element 61/00 Ref 101 Fed Catlg 17.278	\$0.00	\$1,892,892.00	\$0.00	\$1,892,892.00
Total WIA Formula	\$2,539,798.00	\$3,761,157.00	\$0.00	\$6,300,955.00
Grand Total:	\$2,569,938.00	\$3,937,783.00	\$0.00	\$6,507,721.00

NARRATIVE

SUBGRANT NO:K594798
MODIFICATION NO: 2

SUBGRANTEE:STANISLAUS COUNTY
FUNDING SOURCE: Adult Formula Rd 2 - 202

TERM OF THESE FUNDS: 10/01/2014 - 06/30/2016

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

These Workforce Investment Act (WIA) formula funds are being incorporated into your Program Year 2014-15 Subgrant Agreement to support the WIA Adult Program. The funds in grant code 202 consist of 2nd round funding and are available for expenditures from October 1, 2014 through June 30, 2016. Adult funds are available for expenditures provided an approved plan is on file with the State of California.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA(3/2000)

NARRATIVE

SUBGRANT NO:K594798
MODIFICATION NO: 2

SUBGRANTEE:STANISLAUS COUNTY
FUNDING SOURCE: Dislocated Worker Rd 2 - 502

TERM OF THESE FUNDS: 10/01/2014 - 06/30/2016

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

These Workforce Investment Act (WIA) formula funds are being incorporated into your Program Year 2014-16 Subgrant Agreement to support the WIA Dislocated Worker Program. The funds in grant code 502 consist of 2nd round funding and are available for expenditures from October 1, 2014 through June 30, 2016. Dislocated Worker funds are available for expenditures provided an approved plan is on file with the State of California.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA(3/2000)

NARRATIVE

SUBGRANT NO:K594798
MODIFICATION NO: 2

SUBGRANTEE:STANISLAUS COUNTY
FUNDING SOURCE: Rapid Response by Formula - 541

TERM OF THESE FUNDS: 10/01/2014 - 06/30/2015

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

These Workforce Investment Act (WIA) 25 percent Rapid Response funds are being incorporated into your Program Year 2014-15 Subgrant Agreement to support the WIA Dislocated Worker Program. The funds in grant code 541 consist of 2nd round funding and are available for expenditures from October 1, 2014 through June 30, 2015. These "formula based" Rapid Response funds (see Information Notice WSIN13-70) must be used for the cost of required and allowable Rapid Response activities in response to layoffs, business closures, and natural disasters.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA(3/2000)

NARRATIVE

SUBGRANT NO:K594798
MODIFICATION NO: 2

SUBGRANTEE:STANISLAUS COUNTY
FUNDING SOURCE: Rapid Response Layoff Aversion - 293

TERM OF THESE FUNDS: 10/01/2014 - 06/30/2015

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

Layoff Aversion funds are being incorporated into the Program Year (PY) 2014-15 Subgrant Agreement to support the Layoff Aversion Program. The funds in grant code 293 consist of second round funding and are available. These funds will support local areas through a high performing Rapid Response strategy, which will emphasize coordinated efforts to avert layoffs in the effort to save jobs. The term of these funds are from October 1, 2014 to June 30, 2015.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA(3/2000)



BOARD OF SUPERVISORS

2015 MAR 19 A 11:24



Edmund G. Brown Jr.
Governor

March 13, 2015

Mr. Jeffrey Rowe, Director
Stanislaus County Alliance Worknet
251 East Hackett Road, C-2
Modesto, CA 95358

Dear Mr. Rowe:

WORKFORCE INVESTMENT ACT (WIA) SUBGRANT AGREEMENT K594798

Enclosed is a copy of modification number three of your WIA Subgrant Agreement. This modification incorporates funding for Program Year (PY) 2014-15 that were withheld due to the rescission into grant codes 202 and 502.

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

Sincerely,

/s/ VIVIANA NEET
Manager
Financial Management Unit

Enclosure:

cc: Mr. Jim DeMartini, BOS Chairman
Roni Armstrong, MIC 50
Kirstin Cordova, MIC 69

WIA SUBGRANT AGREEMENT

SUBGRANT NO: K594798
MODIFICATION NO: 3
SUBGRANTEE CODE: STN

STANISLAUS COUNTY

SUBGRANTOR:

State of California
Employment Development Dept.
Workforce Services Division
P.O.Box 826880, MIC 69
Sacramento, CA 94280-0001

SUBGRANTEE: STANISLAUS COUNTY
251 EAST HACKETT ROAD, C-2
MODESTO, CA 95358

GOVERNMENTAL ENTITY: Yes

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Subgrantor, and the **STANISLAUS COUNTY**, hereinafter the Subgrantee. The Subgrantee agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved WIA Local Plan for the above name Subgrantor filed with the Subgrantor pursuant to the Workforce Investment Act (WIA). 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
Adult Formula Rd 2
Dislocated Worker Rd 2

ALLOCATION(s)

The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter 'TOTAL'

PRIOR AMOUNT: \$6,507,721.00
INCREASE/DECREASE: \$2,092.00
TOTAL: \$6,509,813.00

TERM OF AGREEMENT

From: 4/1/2014 To: 6/30/2016

Terms of Exhibits are as designated on each exhibit

PURPOSE: The purpose of this modification is to incorporate Program Year (PY) 2014-15 Adult and Dislocated Worker Second Round funds that were withheld due to the rescission.

APPROVED FOR SUBGRANTOR (EDD) (By Signature)

APPROVED FOR SUBGRANTEE (By Signature)

Unilateral modification. Subgrantee Signature not required

Name and Title
JOSÉ LUIS MÁRQUEZ
CHIEF
WORKFORCE SERVICES DIVISION

Name and Title

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

Signature of EDD Contract Officer

Budget item: 7100 Fund: 0869 Budgetary Attachment: No
Chapter: 025 Statute: 2014 FY: 14/15

STANISLAUS COUNTY

I. Allocation

Funding Source	Prior Amount	Increase	Decrease	Adjusted Allocation
WIA 25% - Dislocated Worker Rapid Response				
96215 292 Rapid Response Layoff Aversion 07/01/2014 to 06/30/2015 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$6,668.00	\$0.00	\$0.00	\$6,668.00
98425 293 Rapid Response Layoff Aversion 10/01/2014 to 06/30/2015 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$34,608.00	\$0.00	\$0.00	\$34,608.00
96215 540 Rapid Response by Formula 07/01/2014 to 06/30/2015 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$23,472.00	\$0.00	\$0.00	\$23,472.00
98425 541 Rapid Response by Formula 10/01/2014 to 06/30/2015 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$142,018.00	\$0.00	\$0.00	\$142,018.00
Total WIA 25% - Dislocated Worker Rapid Response	\$206,766.00	\$0.00	\$0.00	\$206,766.00
WIA Formula				
96155 201 Adult Formula RD 1 07/01/2014 to 06/30/2016 Prog/Element 61/00 Ref 101 Fed Catlg 17.258	\$142,405.00	\$0.00	\$0.00	\$142,405.00
98285 202 Adult Formula Rd 2 10/01/2014 to 06/30/2016 Prog/Element 61/00 Ref 101 Fed Catlg 17.258	\$1,868,265.00	\$1,039.00	\$0.00	\$1,869,304.00
96105 301 Youth Formula Rd 1 04/01/2014 to 06/30/2016 Prog/Element 61/00 Ref 101 Fed Catlg 17.259	\$2,084,553.00	\$0.00	\$0.00	\$2,084,553.00
96205 501 Dislocated Worker Rd 1 07/01/2014 to 06/30/2016 Prog/Element 61/00 Ref 101 Fed Catlg 17.278	\$312,840.00	\$0.00	\$0.00	\$312,840.00
98215 502 Dislocated Worker Rd 2 10/01/2014 to 06/30/2016 Prog/Element 61/00 Ref 101 Fed Catlg 17.278	\$1,892,892.00	\$1,053.00	\$0.00	\$1,893,945.00
Total WIA Formula	\$6,300,955.00	\$2,092.00	\$0.00	\$6,303,047.00
Grand Total:	\$6,507,721.00	\$2,092.00	\$0.00	\$6,509,813.00

NARRATIVE

SUBGRANT NO:K594798
MODIFICATION NO: 3

SUBGRANTEE:STANISLAUS COUNTY
FUNDING SOURCE: Adult Formula Rd 2 - 202

TERM OF THESE FUNDS: 10/01/2014 - 06/30/2016

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

Workforce Investment Act (WIA) Adult Formula funds are being incorporated into the Program Year (PY) 2014-15 Subgrant Agreement to support the WIA Adult Program. The funds in grant code 202 consist of 2nd round funding and are available for expenditure from October 1, 2014 through June 30, 2016.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA(3/2000)

NARRATIVE

SUBGRANT NO:K594798
MODIFICATION NO: 3

SUBGRANTEE:STANISLAUS COUNTY
FUNDING SOURCE: Dislocated Worker Rd 2 - 502

TERM OF THESE FUNDS: 10/01/2014 - 06/30/2016

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

These funds are being incorporated into your Program Year 2014-15 Subgrant Agreement to support the Workforce Investment Act (WIA) Dislocated Worker Program. The funds in grant code 502 consist of 2nd round funding and are available for expenditures from October 1, 2014 through June 30, 2016.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA(3/2000)



BOARD OF SUPERVISORS

Edmund G. Brown Jr.
Governor

2015 JUN 10 P 2:41

June 4, 2015

Mr. Jeffrey Rowe, Director
Stanislaus County Alliance Worknet
251 East Hackett Road, C-2
Modesto, CA 95358

Dear Mr. Rowe:

WORKFORCE INVESTMENT ACT (WIA) SUBGRANT AGREEMENT K594798

Enclosed is a copy of modification number four of your WIA Subgrant Agreement. This modification is to transfer Second Round Dislocated Worker Formula funds, grant code 502, in the amount of \$800,000 into Second Round Adult funds, grant code 500.

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

Sincerely,

/s/ VIVIANA NEET
Manager
Financial Management Unit

Enclosure:

cc: Mr. Jim DeMartini, BOS Chairman
Janyce Wong, MIC 50
Michael Garcia, MIC 69

WIA SUBGRANT AGREEMENT

STANISLAUS COUNTY

SUBGRANT NO: K594798
MODIFICATION NO: 4
SUBGRANTEE CODE: STN

SUBGRANTOR:
State of California
Employment Development Dept.
Workforce Services Division
P.O.Box 826880, MIC 69
Sacramento, CA 94280-0001

SUBGRANTEE: STANISLAUS COUNTY
251 EAST HACKETT ROAD, C-2
MODESTO, CA 95358

GOVERNMENTAL ENTITY: Yes

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Subgrantor, and the STANISLAUS COUNTY, hereinafter the Subgrantee. The Subgrantee agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved WIA Local Plan for the above name Subgrantor filed with the Subgrantor pursuant to the Workforce Investment Act (WIA). 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
Dislocated Worker Rd 2
Transfer Dislocated Worker To Adult Rd 2
500 Budget Summary Plan
500 Participant Plan - Adult

Exhibit A, 1 pages
Exhibit B, 1 pages

ALLOCATION(s)	PRIOR AMOUNT:	\$6,509,813.00
The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter 'TOTAL'	INCREASE/DECREASE:	\$0.00
	TOTAL:	\$6,509,813.00

TERM OF AGREEMENT

From: 4/1/2014 To: 6/30/2016

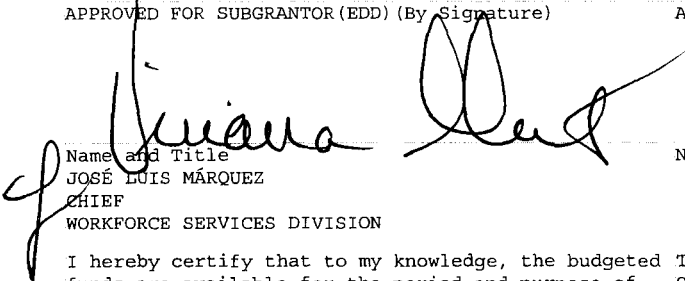
Terms of Exhibits are as designated on each exhibit

PURPOSE: To transfer Second Round Dislocated Worker Formula funds, grant code 502, in the amount of \$800,000 into Second Round Adult funds, grant code 500 for Program Year (PY) 2014-15.

APPROVED FOR SUBGRANTOR (EDD) (By Signature)

APPROVED FOR SUBGRANTEE (By Signature)

Unilateral modification. Subgrantee Signature not required

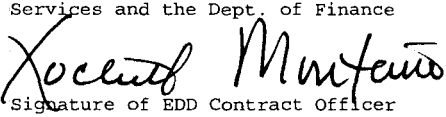

Name and Title
JOSE LUIS MÁRQUEZ
CHIEF
WORKFORCE SERVICES DIVISION

Name and Title

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


Signature of EDD Contract Officer

Budget item: 7100 Fund: 0869 Budgetary Attachment: Yes
Chapter: 025 Statute: 2014 FY: 14/15

STANISLAUS COUNTY

I. Allocation

Funding Source	Prior Amount	Increase	Decrease	Adjusted Allocation
WIA 25% - Dislocated Worker Rapid Response				
96215 292 Rapid Response Layoff Aversion 07/01/2014 to 06/30/2015 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$6,668.00	\$0.00	\$0.00	\$6,668.00
98425 293 Rapid Response Layoff Aversion 10/01/2014 to 06/30/2015 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$34,608.00	\$0.00	\$0.00	\$34,608.00
96215 540 Rapid Response by Formula 07/01/2014 to 06/30/2015 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$23,472.00	\$0.00	\$0.00	\$23,472.00
98425 541 Rapid Response by Formula 10/01/2014 to 06/30/2015 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$142,018.00	\$0.00	\$0.00	\$142,018.00
Total WIA 25% - Dislocated Worker Rapid Response	\$206,766.00	\$0.00	\$0.00	\$206,766.00
WIA Formula				
96155 201 Adult Formula RD 1 07/01/2014 to 06/30/2016 Prog/Element 61/00 Ref 101 Fed Catlg 17.258	\$142,405.00	\$0.00	\$0.00	\$142,405.00
98285 202 Adult Formula Rd 2 10/01/2014 to 06/30/2016 Prog/Element 61/00 Ref 101 Fed Catlg 17.258	\$1,869,304.00	\$0.00	\$0.00	\$1,869,304.00
96105 301 Youth Formula Rd 1 04/01/2014 to 06/30/2016 Prog/Element 61/00 Ref 101 Fed Catlg 17.259	\$2,084,553.00	\$0.00	\$0.00	\$2,084,553.00
98215 500 Transfer Dislocated Worker To Adult Rd 2 04/01/2014 to 06/30/2016 Prog/Element 61/00 Ref 101 Fed Catlg 17.278	\$0.00	\$800,000.00	\$0.00	\$800,000.00
96205 501 Dislocated Worker Rd 1 07/01/2014 to 06/30/2016 Prog/Element 61/00 Ref 101 Fed Catlg 17.278	\$312,840.00	\$0.00	\$0.00	\$312,840.00
98215 502 Dislocated Worker Rd 2 10/01/2014 to 06/30/2016 Prog/Element 61/00 Ref 101 Fed Catlg 17.278	\$1,893,945.00	\$0.00	(\$800,000.00)	\$1,093,945.00
Total WIA Formula	\$6,303,047.00	\$800,000.00	(\$800,000.00)	\$6,303,047.00
Grand Total:	\$6,509,813.00	\$800,000.00	(\$800,000.00)	\$6,509,813.00

NARRATIVE

SUBGRANT NO:K594798
MODIFICATION NO: 4

SUBGRANTEE:STANISLAUS COUNTY
FUNDING SOURCE: Dislocated Worker Rd 2 - 502

TERM OF THESE FUNDS: 10/01/2014 - 06/30/2016

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 modification is to transfer Second Round Dislocated Worker Formula funds, grant code 502, in the amount of \$800,000 into Second Round Adult funds, grant code 500. The term of these funds are from October 1, 2014 through June 30, 2016.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA (3/2000)

NARRATIVE

SUBGRANT NO:K594798
MODIFICATION NO: 4

SUBGRANTEE:STANISLAUS COUNTY
FUNDING SOURCE: Transfer Dislocated Worker To Adult Rd 2 - 500

TERM OF THESE FUNDS: 04/01/2014 - 06/30/2016

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 modification is to transfer Second Round Dislocated Worker Formula funds, grant code 502, in the amount of \$800,000 into Second Round Adult funds, grant code 500. The term of these funds are from October 1, 2014 through June 30, 2016.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA (3/2000)

TRANSFER REQUEST BUDGET PLAN

Exhibit A

Stanislaus County Alliance
Local Area: Worknet
Date: 5/13/2015

TITLE IB BUDGET PLAN SUMMARY (Adult and Dislocated Worker Funds)

WIA 118; 20 CFR 661.350(a)(13)

Subgrant # <u>K594798</u>	Grant	Adult to Dislocated Worker	Dislocated Worker to Adult
Year of Appropriation <u>2014</u>	Code	<input type="checkbox"/> 201 → 299	<input type="checkbox"/> 501 → 499
		<input type="checkbox"/> 202 → 200	<input checked="" type="checkbox"/> 502 → 500

FUNDING IDENTIFICATION	ADULT	DISLOCATED
1. Formula Allocation	1,930,233	2,205,732
2. Prior Adjustments - Plus or Minus		
3. Previous Amounts Transferred		
4. Current Amount to be Transferred	800,000	(800,000)
5. TOTAL FUNDS AVAILABLE (Lines 1 thru 4)	2,730,233	1,405,732

TOTAL ALLOCATION COST CATEGORY PLAN		
6. Program Services (Lines 6A through 6E)	2,457,210	1,265,159
A. Core Self Services	43,738	0
B. Core Registered Services	942,831	591,209
C. Intensive Services	952,906	497,460
D. Training Services	358,753	119,684
E. Other	158,981	56,806
7. Administration	273,023	140,573
8. TOTAL (Lines 6 plus 7)	2,730,233	1,405,732

QUARTERLY TOTAL EXPENDITURE PLAN (Cumulative)		
9. September 2014	796,191	473,209
10. December 2014	873,476	418,518
11. March 2015	462,027	186,716
12. June 2015	462,027	186,716
13. September 2015	136,512	140,573
14. December 20		
15. March 20		
16. June 20		
17. September 20		
18. December 20		
19. March 20		
20. June 20		

COST COMPLIANCE PLAN (maximum 10%)		
21. % for Administration Expenditures (Line 7/Line 5)	10.00%	10.00%

Vinal Chand, Manager III	209-558-2120	3/16/2015
Contact Person, Title	Telephone Number	Date Prepared

Comments:

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TRANSFER REQUEST PARTICIPANT PLAN

Exhibit B

Local Area: <u>Stanislaus County</u> Date: <u>5/13/2015</u>
--

TITLE IB PARTICIPANT PLAN SUMMARY

WIA 118; 20 CFR 661.350(a)(13); TEGL 17-05

Enter the number of individuals in each category.

TOTALS FOR PY 2014	ADULT	DW	YOUTH
1. Registered Participants Carried in from PY 2013	129	86	
2. New Registered Participants for PY 2014	468	303	
3. Total Registered Participants for PY 2014 (Line 1 plus 2)	597	389	
4. Exiters for PY 2014	357	233	
5. Registered Participants Carried Out to PY 2015 (Line 3 minus 4)	240	156	

PROGRAM SERVICES			
6. Core Self Services	8,629	4,957	
7. Core Registered Services	597		
8. Intensive Services	597		
9. Training Services	212	122	

YOUTH MEASURES			
10. Attainment of a Literacy and/or Numeracy Gain			
11. Attainment of a High School Diploma, GED, or Certificate			

EXIT STATUS			
12. Entered Employment	257	182	
12A. Training-related	124	75	
13. Remained with Layoff Employer		2	
14. Entered Military Service			
15. Entered Advanced Training			
16. Entered Postsecondary Education			
17. Entered Apprenticeship Program			
18. Returned to Secondary School			
19. Exited for Other Reasons	18	12	

Adolph Lopez, Program Manager
Contact Person, Title

209-558-6134
Telephone Number

42076

3/16/2015
Date Prepared

Comments:



BOARD OF SUPERVISORS

Edmund G. Brown, Jr.
Governor

July 10, 2015

2015 JUL 16 P 2:30

Mrs. Kristen Santos, Director
Stanislaus County Alliance Network
251 East Hackett Road, C-2
Modesto, CA 95358

Mrs. Santos,

WORKFORCE INVESTMENT ACT (WIA) SUBGRANT AGREEMENT

Enclosed is a copy of a modification your Program Year (PY) 2014-15 Workforce Investment Act (WIA) Subgrant Agreement. This modification is to extend the term end date for the Rapid Response grant codes 540 and/or 541 and Layoff Aversion grant codes 292 and/or 293 through to June 30, 2016.

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

Sincerely,

/s/ VIVIANA NEET
Manager
Financial Management Unit

Enclosure

cc: Mr. Terrence Withrow, Chairman
Janyce Wong, MIC 50
Carol Keane, MIC 69

WIA SUBGRANT AGREEMENT

STANISLAUS COUNTY

SUBGRANT NO: K594798
MODIFICATION NO: 5
SUBGRANTEE CODE: STN
DUNS NO: 838611119

SUBGRANTOR:
State of California
Employment Development Dept.
Workforce Services Division
P.O.Box 826880, MIC 69
Sacramento, CA 94280-0001

SUBGRANTEE: STANISLAUS COUNTY
251 EAST HACKETT ROAD, C-2
MODESTO, CA 95358

GOVERNMENTAL ENTITY: Yes

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Subgrantor, and the STANISLAUS COUNTY, hereinafter the Subgrantee. The Subgrantee agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved WIA Local Plan for the above name Subgrantor filed with the Subgrantor pursuant to the Workforce Investment Act (WIA). This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

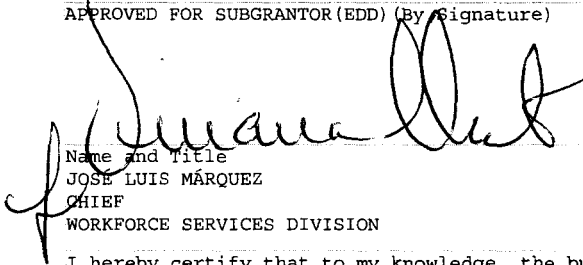
- Funding Detail Chart
- Rapid Response Layoff Aversion
- Rapid Response by Formula

ALLOCATION(s)	PRIOR AMOUNT:	\$6,509,813.00
The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter 'TOTAL'	INCREASE/DECREASE:	\$0.00
	TOTAL:	\$6,509,813.00

TERM OF AGREEMENT From: 4/1/2014 To: 6/30/2016 Terms of Exhibits are as designated on each exhibit

PURPOSE: To extend PY 2014-15 Rapid Response grant code 541 and Layoff Aversion grant code 293 from 6/30/15 to 6/30/16.

APPROVED FOR SUBGRANTOR (EDD) (By Signature) APPROVED FOR SUBGRANTEE (By Signature)
Unilateral modification. Subgrantee Signature not required

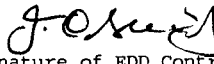

Name and Title
JOSE LUIS MÁRQUEZ
CHIEF
WORKFORCE SERVICES DIVISION

Name and Title

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

Signature of EDD Contract Officer

Budget Item: 7100 Fund: 0869 Budgetary Attachment: No
Chapter: 025 Statute: 2014 FY: 14/15

STANISLAUS COUNTY

I. Allocation

Funding Source	Prior Amount	Increase	Decrease	Adjusted Allocation
WIA/WIOA 25% - Dislocated Worker Rapid Response				
96215 292 Rapid Response Layoff Aversion 07/01/2014 to 06/30/2015 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$6,668.00	\$0.00	\$0.00	\$6,668.00
98425 293 Rapid Response Layoff Aversion 10/01/2014 to 06/30/2016 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$34,608.00	\$0.00	\$0.00	\$34,608.00
96215 540 Rapid Response by Formula 07/01/2014 to 06/30/2015 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$23,472.00	\$0.00	\$0.00	\$23,472.00
98425 541 Rapid Response by Formula 10/01/2014 to 06/30/2016 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$142,018.00	\$0.00	\$0.00	\$142,018.00
Total WIA/WIOA 25% - Dislocated Worker Rapid Response	\$206,766.00	\$0.00	\$0.00	\$206,766.00
WIA/WIOA Formula				
96155 201 Adult Formula RD 1 07/01/2014 to 06/30/2016 Prog/Element 61/00 Ref 101 Fed Catlg 17.258	\$142,405.00	\$0.00	\$0.00	\$142,405.00
98285 202 Adult Formula Rd 2 10/01/2014 to 06/30/2016 Prog/Element 61/00 Ref 101 Fed Catlg 17.258	\$1,869,304.00	\$0.00	\$0.00	\$1,869,304.00
96105 301 Youth Formula Rd 1 04/01/2014 to 06/30/2016 Prog/Element 61/00 Ref 101 Fed Catlg 17.259	\$2,084,553.00	\$0.00	\$0.00	\$2,084,553.00
98215 500 Transfer Dislocated Worker To Adult Rd 2 04/01/2014 to 06/30/2016 Prog/Element 61/00 Ref 101 Fed Catlg 17.278	\$800,000.00	\$0.00	\$0.00	\$800,000.00
96205 501 Dislocated Worker Rd 1 07/01/2014 to 06/30/2016 Prog/Element 61/00 Ref 101 Fed Catlg 17.278	\$312,840.00	\$0.00	\$0.00	\$312,840.00
98215 502 Dislocated Worker Rd 2 10/01/2014 to 06/30/2016 Prog/Element 61/00 Ref 101 Fed Catlg 17.278	\$1,093,945.00	\$0.00	\$0.00	\$1,093,945.00
Total WIA/WIOA Formula	\$6,303,047.00	\$0.00	\$0.00	\$6,303,047.00
Grand Total:	\$6,509,813.00	\$0.00	\$0.00	\$6,509,813.00

NARRATIVE

SUBGRANT NO:K594798
MODIFICATION NO: 5

SUBGRANTEE:STANISLAUS COUNTY
FUNDING SOURCE: Rapid Response Layoff Aversion - 293

TERM OF THESE FUNDS: 10/01/2014 - 06/30/2016

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 modification is to extend the term dates of the PY 2014/15 Layoff Aversion grant code 293 from June 30, 2015 to June 30, 2016.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA (3/2000)

NARRATIVE

SUBGRANT NO:K594798
MODIFICATION NO: 5

SUBGRANTEE:STANISLAUS COUNTY
FUNDING SOURCE: Rapid Response by Formula - 541

TERM OF THESE FUNDS: 10/01/2014 - 06/30/2016

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 modification is to extend the term dates of the PY 2014/15 Rapid Response grant code 541 from June 30, 2015 to June 30, 2016.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA (3/2000)



BOARD OF SUPERVISORS



Edmund G. Brown, Jr.
Governor

2015 SEP 17 A 10:34

September 14, 2015

Mrs. Kristen Santos, Director
Stanislaus County Alliance Worknet
251 East Hackett Road, C-2
Modesto, CA 95358

Mrs. Santos:

WORKFORCE INVESTMENT ACT (WIA) SUBGRANT AGREEMENT K594798

Enclosed is a copy of modification of the Workforce Investment Act (WIA) Subgrant Agreement. Per TEGL 38-14 (#7 Grant Modifications & Attachment II-Subrecipient Contracts), the purpose of this modification is to amend all PY 14/15 subgrants that have funds that are operational beyond June 30, 2015 to incorporate the new WIOA requirements. This new provision includes the new WIOA requirements but still retains the old Federal government's guidance on Administrative Requirements, Cost Principles, and Audit requirements for Federal awards. So, the subgrant agreements for PY 2014/15 may have the following three different bilateral subgrant agreements that must be adhered to based upon obligations as of 6/30/15:

1. WIA and the old guidance that covers any obligated funds as of 6/30/15
2. WIOA and the old guidance that covers any unobligated funds as of 6/30/15
3. WIOA and the new Uniform Guidance that covers obligations after 6/30/15

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

Sincerely,

/s/ VIVIANA NEET
Manager

Enclosures

cc: Mr. Terrence Withrow, Chairman
Janyce Wong, MIC 50
Wai Tin Wong, MIC 69

WIA SUBGRANT AGREEMENT

STANISLAUS COUNTY

SUBGRANT NO: K594798
MODIFICATION NO: 6
SUBGRANTEE CODE: STN
DUNS NO: 838611119

SUBGRANTOR:

State of California
Employment Development Dept.
Workforce Services Division
P.O.Box 826880, MIC 69
Sacramento, CA 94280-0001

SUBGRANTEE: STANISLAUS COUNTY

251 EAST HACKETT ROAD, C-2
MODESTO, CA 95358

GOVERNMENTAL ENTITY: Yes

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Subgrantor, and the STANISLAUS COUNTY, hereinafter the Subgrantee. The Subgrantee agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved WIA Local Plan for the above name Subgrantor filed with the Subgrantor pursuant to the Workforce Investment Act (WIA). 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

ALLOCATION(s)	PRIOR AMOUNT:	\$6,509,813.00
The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter 'TOTAL'	INCREASE/DECREASE:	\$0.00
	TOTAL:	\$6,509,813.00

TERM OF AGREEMENT

From:4/1/2014 To: 6/30/2016

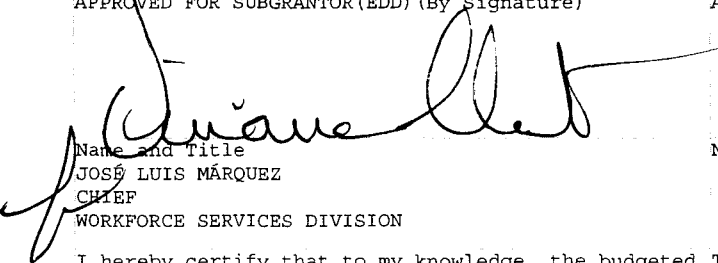
Terms of Exhibits are as designated on each exhibit

PURPOSE: To amend all PY 14/15 subgrants that have funds that are operational beyond June 30, 2015 to incorporate the new WIOA requirements in grant codes 201, 202, 293, 301, 500, 501, 502, and 541.

APPROVED FOR SUBGRANTOR (EDD) (By Signature)

APPROVED FOR SUBGRANTEE (By Signature)

Unilateral modification. Subgrantee Signature not required

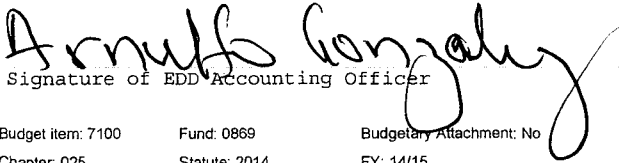


Name and Title
JOSE LUIS MÁRQUEZ
CHIEF
WORKFORCE SERVICES DIVISION

Name and Title

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


Signature of EDD Contract Officer

Budget item: 7100 Fund: 0869 Budgetary Attachment: No
Chapter: 025 Statute: 2014 FY: 14/15

SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

SUBGRANT NO:K594798
MODIFICATION NO:6

STANISLAUS COUNTY

I. Allocation

Funding Source	Prior Amount	Increase	Decrease	Adjusted Allocation
WIA/WIOA 25% - Dislocated Worker Rapid Response				
96215 292 Rapid Response Layoff Aversion 07/01/2014 to 06/30/2015 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$6,668.00	\$0.00	\$0.00	\$6,668.00
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96215 540 Rapid Response by Formula 07/01/2014 to 06/30/2015 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$23,472.00	\$0.00	\$0.00	\$23,472.00
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Total WIA/WIOA 25% - Dislocated Worker Rapid Response	\$206,766.00	\$0.00	\$0.00	\$206,766.00
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96105 301 Youth Formula Rd 1 04/01/2014 to 06/30/2016 Prog/Element 61/00 Ref 101 Fed Catlg 17.259	\$2,084,553.00	\$0.00	\$0.00	\$2,084,553.00
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Total WIA/WIOA Formula	\$6,303,047.00	\$0.00	\$0.00	\$6,303,047.00
Grand Total:	\$6,509,813.00	\$0.00	\$0.00	\$6,509,813.00

Narrative

Per TEGL 38-14 (#7 Grant Modifications & Attachment II-Subrecipient Contracts), the purpose of this modification is to amend all PY 14/15 subgrants that have funds that are operational beyond June 30, 2015 to incorporate the new **WIOA** requirements. This new provision includes the new WIOA requirements but still retains the old Federal government's guidance on Administrative Requirements, Cost Principles, and Audit requirements for Federal awards. So, the subgrant agreements for PY 2014/15 may have the following three different bilateral subgrant agreements that must be adhered to based upon obligations as of 6/30/15:

1. **WIA** and the **old guidance** that covers any obligated funds as of 6/30/15
2. **WIOA** and the **old guidance** that covers any unobligated funds as of 6/30/15
3. **WIOA** and the **new Uniform Guidance** that covers obligations after 6/30/15

WIA/WIOA Subgrant Agreement

1. Compliance

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

- a). The provisions of the Workforce Innovation and Opportunity Act (WIOA) and all regulations, legislation, 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 the WIOA.
- c). The provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to Department of Labor (DOL) job training programs
- d). Subgrantee will ensure diligence in managing programs under this subgrant agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of the WIOA. Subgrantee agrees to conform to the provisions of the WIOA and the contract requirements as referenced in 29 CFR Part 95, Appendix A and 29 CFR, Part 97.36(i)(1-13).

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 Subgrantor and the Subgrantee. Subgrantee represents and warrants it is free to enter into and fully perform this subgrant agreement.

2. Certification / Assurances

Except as otherwise indicated, the following certifications apply to all Subgrantee's.

- a). Corporate Registration: The Subgrantee, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.
- b). The Subgrantee agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which, prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA. (42 U.S.C.12101 et seq.
- c). Sectarian Activities: The Subgrantee 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: The Subgrantee (if not a public entity), by signing this subgrant agreement, does swear under penalty of perjury, that no more than one final unappeasable finding of contempt of court by a federal court has been issued against the Subgrantee within the immediately preceding two-year period because of Subgrantee's failure to comply with an order of a federal court, which orders the Subgrantee to comply with an order of the National Labor Relations Board (PCC10296).
- e). Prior Findings: Subgrantee, by signing this subgrant agreement, does swear under penalty of perjury, 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

WIA/WIOA Subgrant Agreement

to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.

f). Drug-Free Workplace Certification: By signing this subgrant agreement the Subgrantee hereby certifies under penalty of perjury under the laws of the State of California that the Subgrantee 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 as required to inform employees about:
 - the dangers of drug abuse in the workplace;
 - the person's or organization's policy of maintaining a drug-free workplace;
 - any available counseling, rehabilitation and employee assistance programs; and,
 - penalties that may be imposed upon employees for drug abuse violations.
- (3). Every employee who works on this subgrant agreement will:
 - receive a copy of the company's drug-free policy statement; and,
 - agree to abide by the terms of the company's statement as a condition of employment on the subgrant/contract.

g). Child Support Compliance Act: In accordance with the Child Support Compliance Act, the Subgrantee recognizes and acknowledges:

- (1). The importance of child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and that to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).

h). Debarment and Suspension Certification: By signing this subgrant agreement, the Subgrantee hereby certifies under penalty of perjury under the laws of the State of California that the Subgrantee will comply with regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98.510, that the prospective participant (i.e., grantee), to the best of its knowledge and belief, that it and its principals:

WIA/WIOA Subgrant Agreement

- (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 judgement 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 Subgrantee is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

- i). **Lobbying Restrictions:** By signing this subgrant agreement the Subgrantee hereby assures and certifies to the lobbying restrictions which are codified in the DOL regulations at 29 CFR Part 93.

- (1). No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2). If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, 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

WIA/WIOA Subgrant Agreement

Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

j). Priority Hiring Considerations:

If this subgrant includes services in excess of \$200,000, the Subgrantee shall give priority consideration in filling vacancies in positions funded by the subgrant to qualified recipients of aid under Welfare and Institutions Section Code 11200 in accordance with Public Contract Code § 10353.

k). Sweatfree Code of Conduct:

- 1). All Subgrantees 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, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Subgrantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- 2). The Subgrantee agrees to cooperate fully in providing reasonable access to the subgrantees' records, documents, agents or employees, or premises if reasonably required by authorized officials of the Subgrantor, the Department of Industrial Relations, or the Department of Justice to determine the subgrantees' compliance with the requirements under paragraph a of the Sweatfree Code of Conduct.

- l). Unenforceable Provision: 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.

m). Nondiscrimination Clause

- 1). The conduct of the parties to this subgrant agreement will be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated there under and the provisions of WIOA, Section 188

- (a). As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

WIA/WIOA Subgrant Agreement

Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I – financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements that grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

- (b). This Subgrantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the subgrant agreement.
- (c). This Subgrantee agrees to conform to nondiscrimination provisions of the WIA and other federal nondiscrimination requirements referenced in 29 CFR, Part 37.

n). Indemnification:

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

Pursuant to the provision of Section 895.4 of the California Government Code, 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 Subgrantee is a non-governmental entity:

The Subgrantee agrees to the extent permitted by law, to indemnify, defend and save harmless the Subgrantor, 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

WIA/WIOA Subgrant Agreement

or resulting to any persons, firms or corporations which may be injured or damaged by the Subgrantee in the performance of this subgrant agreement.

Failure to comply with all requirements of the certifications in Section 2 may result in suspension of payment under this subgrant agreement or termination of this subgrant agreement or both, and the Subgrantee may be ineligible for award of future state subgrant agreements/contracts if the department determines that any of the following has occurred: (1) false information on the certifications, or (2) violation of the terms of the certifications by failing to carry out the requirements as noted above.

- o). **Salary and Bonus Limitations:** In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the hearing "Employment and Training" that are available for expenditure on or after June 15, 2006, shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133 OMB Uniform Guidance. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the States, the compensation levels for programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter number 5-06 for further clarification.

The incurrence of costs and receiving reimbursement for these costs under this award certifies that your organization has read the above special condition and is in compliance.

- p). **Clean Air and Water Act:** For subgrants in excess of \$100,000, compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 {h}), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR 15, revised as of July 1, 1989).

3. Standards of Conduct

The following standards apply to all Subgrantees.

- a). **General Assurance:** Every reasonable course of action will be taken by the Subgrantee in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This subgrant agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. Subgrantee agrees to conform to the nondiscrimination requirements as referenced in WIOA, Section 188.
- b). **Avoidance of Conflict of Economic Interest:** An executive or employee of the Subgrantee, 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 Subgrantee or Subgrantor: 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

WIA/WIOA Subgrant Agreement

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.

4. Coordination

Subgrantee will, to the maximum extent feasible, coordinate all programs and activities supported under this part with other programs under the WIOA, including the Wagner-Peyser Act, Title 38 of the United States Code, and other employment and training programs at the state and local level.

Subgrantee will consult with the appropriate labor organizations and/or employer representatives in the design, operation or modification of the programs under this subgrant agreement.

5. Subcontracting

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

6. Insurance

Except for city and county governmental entities, Subgrantees must provide the Subgrantor evidence of the coverage specified in a, b, c and d below. The evidence of coverage shall include the registration number of the subgrant agreement for identification purposes.

- a). Subgrantee 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, Subgrantee will immediately so notify the Subgrantor. In the event the bond is canceled or revised, the Subgrantor will make no further disbursements until it is assured that adequate coverage has been obtained.
- b). Subgrantee 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.
- c). Subgrantee will provide broad form automobile liability coverage with limits as set forth in (b) above, which applies to both owned/leased and non-owned automobiles used by the Subgrantee or its agents in performance of this subgrant agreement, or, in the event that the Subgrantee 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, Subgrantee will secure and maintain on file from all such employees, trainees or agents a self-certification of automobile insurance coverage.

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- d). Subgrantee will provide Worker's Compensation Insurance, which complies with provisions of the California Labor Code, covering all employees of the Subgrantee and all participants enrolled in work experience programs. Medical and Accident Insurance will be carried for those participants not qualifying as "employee" (Section 3350, et seq. of the California Labor Code) for Worker's Compensation.
- e). The Subgrantor will be named as "Certificate Holder" of policies secured in compliance with paragraphs a-d 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 b and c 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 Subgrantee to:

Financial Management Unit
Employment Development Department
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). The State of California is not responsible for payment of premiums or assessments on this policy

7. 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.

8. 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.

This subgrant agreement is valid and enforceable only if (1) 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; (2) sufficient funds 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

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which may affect the provisions, terms, or funding of this subgrant agreement in any manner.

- a). 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 Subgrantor, and no longer available to the Subgrantee.
- b). The Subgrantor 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 Subgrantee is given prompt notice and the opportunity for an informal review of the Subgrantor's decision. The Chief Deputy Director or his 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 Subgrantee or a Subcontractor of the Subgrantee to comply with the provisions of this subgrant agreement, or with the WIOA or regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.
- c). The local Chief Elected Official (CEO) of a unit of general local government designated as a Local Workforce Investment Area (LWIA) shall be liable to the EDD for all funds not expended in accordance with WIA, and shall return to the EDD all of those funds. If there is more than one unit of general local government in a LWIA, 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 EDD for all funds not expended in accordance with the WIOA, and shall return to the EDD all of those funds.

9. Accounting and Cash Management

- a). Subgrantee 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 Subgrantee and disbursed by the Subgrantee, under this subgrant agreement.
- b). Subgrantee 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 Subgrantor. Failure to adhere to these provisions may result in suspending cash draw down privileges and providing funds through a reimbursement process.
- c). The Subgrantor retains the authority to adjust specific amounts of cash requested if the Subgrantor's records and subsequent verification with the Subgrantee indicate that the Subgrantee 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 Subgrantor. Subgrantee will account for any such generated income separately.
- e). Subgrantee shall not be required to maintain a separate bank account but shall separately account for WIOA funds on deposit. All funding under this subgrant

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agreement, will be made by check or wire transfer payable to the Subgrantee for deposit in Subgrantee'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 Subgrantee. The Subgrantor will have a lien upon any balance of WIOA funds in these accounts, which will take priority over all other liens or claims.

10. Amendments

This subgrant agreement may be unilaterally modified by the Subgrantor 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 Subgrantee's plan.
- c). Funds awarded to the Subgrantee have not been expended in accordance with the schedule included in the approved Subgrantee's plan. After consultation with the Subgrantee, the Subgrantor 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 Subgrantor.
- 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 Subgrantees' 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

11. Reporting

Subgrantee will compile and submit reports of activities, expenditures, status of cash and closeout information by the specified dates as prescribed by the Subgrantor. 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.

12. 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 Subgrantor or the Subgrantee may request a termination, in whole or in part, for convenience. The Subgrantee will give a ninety- (90) calendar-day advance notice in writing to the Subgrantor. The Subgrantor will give a ninety (90) calendar-day advance notice in writing to the Subgrantee.
- b). Termination for Cause - The Subgrantor may terminate this subgrant agreement in whole or in part when it has determined that the Subgrantee has substantially

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violated a specific provision of the WIOA regulations or implementing state legislation and corrective action has not been taken.

- (1). 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 Subgrantee will be addressed to:

Mrs. Kristen Santos, Director
Stanislaus County Alliance Worknet
251 East Hackett Road, C-2
Modesto, CA 95358

Notices to the Subgrantor will be addressed to:

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

13. Records

- a). If participants are served under this subgrant agreement, the Subgrantee will establish a participant data system as prescribed by the Subgrantor.
- b). Subgrantee 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 Subgrantee will retain the records until the resolution of such litigation or audit. Refer to 29 CFR, Part 97.42 (b) (2) or 29 CFR, Part 95.53 (b) (1).
- c). The Subgrantor and/or the U. S. DOL, or their designee (refer to in 29 CFR, Part 95.48 (d) or 29 CFR Part 97.36 (l) (10)) 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 Subgrantee 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 Subgrantee 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. Subgrantee's performance under the terms and conditions herein specified will be subject to an evaluation by the Subgrantor of

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the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

14. Audits

- a). The Subgrantee 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 Circular A-133 OMB Uniform Guidance (29 CFR 97.26 and 29 CFR 95.26).
- b). The Subgrantee and/or auditors performing monitoring or audits of the Subgrantee or its sub-contracting service providers will immediately report to the Subgrantor any incidents of fraud, abuse or other criminal activity in relation to this subgrant agreement, the WIOA, or its regulations.

15. Disallowed Costs

Except to the extent that the state determines it will assume liability, the Subgrantee will be liable for and will repay, to the Subgrantor, 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.

16. Conflicts

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

17. Grievances and Complaint System

Subgrantee will establish and maintain a grievance and complaint procedure in compliance with the WIOA, federal regulations and state statues, regulations and policy.

18. Property

All property, whether finished or unfinished documents, data, studies and reports prepared or purchased by the Subgrantee under this subgrant agreement, will be disposed of in accordance with the direction of the Subgrantor. In addition, any tools and/or equipment furnished to the Subgrantee by the Subgrantor and/or purchased by the Subgrantee with funds pursuant to this subgrant agreement will be limited to use within the activities outlined in this subgrant agreement and will remain the property of the United States Government and/or the Subgrantor. Upon termination of this subgrant agreement, Subgrantee will immediately return such tools and/or equipment to the Subgrantor or dispose of them in accordance with the direction of the Subgrantor.

19. Intellectual Property Provisions

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a). Federal Funding

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

b). Ownership

- (1). Except where Subgrantor has agreed in a signed writing to accept a license, Subgrantor shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement.
- (2). For the purposes of this subgrant agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by Subgrantor, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
 - (a). For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.
- (3). In the performance of this subgrant agreement, Subgrantee may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this subgrant agreement. In addition, under this subgrant agreement, Subgrantee may access and utilize certain of Subgrantor's intellectual property in existence

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prior to the effective date of this subgrant agreement. Except as otherwise set forth herein, Subgrantee shall not use any of Subgrantor's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of Subgrantor. Except as otherwise set forth herein, neither the

Subgrantee nor Subgrantor shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this subgrant agreement, Subgrantee accesses any third-party Intellectual Property that is licensed to Subgrantor, Subgrantee agrees to abide by all license and confidentiality restrictions applicable to Subgrantor in the third-party's license agreement.

- (4). Subgrantee agrees to cooperate with Subgrantor in establishing or maintaining Subgrantor's exclusive rights in the Intellectual Property, and in assuring Subgrantor's sole rights against third parties with respect to the Intellectual Property. If the Subgrantee enters into any agreements or subcontracts with other parties in order to perform this subgrant agreement, Subgrantee shall require the terms of the agreement(s) to include all Intellectual Property provisions of paragraph nineteen a) through nineteen i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to Subgrantor all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, subgrantee or subgrantor and which result directly or indirectly from this subgrant agreement or any subcontract.
- (5). Pursuant to paragraph nineteen (b) (4) of the Intellectual Property Provisions in Exhibit BB to this subgrant agreement, the requirement for the Subgrantee to include all Intellectual Property Provisions of paragraph nineteen a) through nineteen i) of the Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to subgrant agreements or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 663.700-730.
- (6). Subgrantee further agrees to assist and cooperate with Subgrantor in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce Subgrantor's Intellectual Property rights and interests.

c). Retained Rights / License Rights

- (1). Except for Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement, Subgrantee shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this subgrant agreement. Subgrantee hereby grants to Subgrantor, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Subgrantee's Intellectual Property with the right to sublicense through multiple layers, for any purpose

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whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this subgrant, unless Subgrantee assigns all rights, title and interest in the Intellectual Property as set forth herein.

- (2). Nothing in this provision shall restrict, limit, or otherwise prevent Subgrantee from using any ideas, concepts, know-how, methodology or techniques related to its performance under this subgrant agreement, provided that Subgrantee's user does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of Subgrantor or third party, or result in a breach or default of any provisions of paragraph nineteen a) through nineteen i) or result in a breach of any provisions of law relating to confidentiality.

d). Copyright

- (1) Subgrantee agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph nineteen (b) (2) (a) of authorship made by or on behalf of Subgrantee in connection with Subgrantee's performance of this subgrant agreement shall be deemed "works made for hire." Subgrantee further agrees that the work of each person utilized by Subgrantee in connection with the performance of this subgrant agreement will be a "work made for hire," whether that person is an employee of Subgrantee or that person has entered into an agreement with Subgrantee to perform the work. Subgrantee shall enter into a written agreement with any such person that: (i) all work performed for Subgrantee shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to Subgrantor to any work product made, conceived, derived from or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement. Refer to 29 CFR, Part 95, Appendix A 5 or Part 97.34.

- (2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this subgrant agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement may not be reproduced or disseminated without prior written permission from Subgrantor.

e). Patent Rights

With respect to inventions (refer to 29 CFR, 97.36 (l) (8)) made by Subgrantee in the performance of this subgrant agreement, which did not result from research and development specifically included in the Subgrant's scope of work, Subgrantee hereby grants to Subgrantor a license as described under paragraph nineteen c) for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the subgrant agreement's scope of work, then Subgrantee agrees to assign to Subgrantor, without addition compensation, all its right, title and interest in and to such inventions and to assist Subgrantor in securing United States and foreign patents with respect thereto.

f). Third-Party Intellectual Property

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

g). Warranties

(1). Subgrantee represents and warrants that:

- (a). It has secured and will secure all rights and licenses necessary for its performance of this subgrant agreement.
- (b). Neither Subgrantee's performance of this subgrant agreement, nor the exercise by either Party of the rights granted in this subgrant agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by Subgrantee.
- (c). Neither Subgrantees performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (d). It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors.
- (e). Of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.
- (f). It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to Subgrantor in this subgrant agreement.
- (g). It has appropriate systems and controls in place to ensure that state and federal funds will not be used in the performance of this subgrant agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

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(h). It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Subgrantees performance of this subgrant agreement.

(2). SUBGRANTOR MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS SUBGRANT AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

h). Intellectual Property Indemnity

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

(2). Should any Intellectual Property licensed by the Subgrantee to Subgrantor under this subgrant agreement become the subject of an Intellectual Property infringement claim, Subgrantee will exercise its authority reasonably and in good faith to preserve Subgrantors' right to use the licensed Intellectual Property in accordance with this subgrant agreement at no expense to Subgrantor. Subgrantor shall have the right to monitor and appear through its own counsel (at Subgrantee's expense) in any such claim or action. In the defense or settlement of the claim, Subgrantee may obtain the right for Subgrantor to continue using the licensed Intellectual Property or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, Subgrantor may be entitled to a refund of all monies paid under this subgrant agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

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(3). Subgrantee agrees that damages alone would be inadequate to compensate Subgrantor for breach of any term of these Intellectual Property provisions of paragraph nineteen a) through nineteen i) by Subgrantee. Subgrantee acknowledges Subgrantor would suffer irreparable harm in the event of such breach and agrees Subgrantor shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

i). Survival

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

20. Confidentiality Requirements

The State of California and the Subgrantee 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. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the California Department of Corrections, 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 Subgrantor and Subgrantee 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 Subgrantee 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.
 - i. Aggregate Summaries: All reports and/or publications developed by the Subgrantee 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.
 - ii. Publication: Prior to publication, Subgrantee shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to Unemployment Insurance Code section 1094(c). Personal identifiers must be removed. Geographic identifiers should be

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specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.

- iii. 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 Subgrantee shall notify Subgrantor'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 Subgrantee shall cooperate with the Subgrantor 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 Subgrantee learns of a breach in the security of the system which contains confidential data obtained under this Subgrant, then the Subgrantee must provide notification to individuals pursuant to Civil Code section 1798.82.

- f). The Subgrantee 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 Civil Code, section 502 of the Penal Code, section 2111 of the Unemployment Insurance Code, section 10850 of the Welfare and Institutions Code and other applicable local, state and federal laws.
- 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). 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

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destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.

- k). If the Subgrantor or Subgrantee enters into an agreement with a third party to provide WIOA services, the Subgrantor or Subgrantee 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.
- l). The Subgrantee may, in its operation of the America's Job Center California (AJCC), permit a 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 CalJOBSSM. Subgrantee shall ensure that all such subcontracts comply with the intellectual property requirements of paragraph 19 of this Subgrant, the confidentiality requirements of paragraph 20 of this Subgrant and any other terms of this Subgrant 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 AES¹ 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 CalJOBSSM, social security numbers must be destroyed within two days after the client registers for CalJOBSSM. If a subcontractor obtains confidential information as an agent of the subgrantee, 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. In accordance with 29 Code of Federal Regulations 97.42, social security numbers and other client specific information shall not be retained for more than three years after a client completes services. The subgrantee should extend this period, only if any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three-year retention period. In this case the records should be maintained until completion of the action and resolution of all issues arising from it, or until the close of the three-year retention period, whichever is later. (29 CFR sec. 97.42 (b) (2).)
 - (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) A One-Stop AJCC client must still be given the option to use the One-Stops AJCCs services, including CalJOBSSM, 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

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CalJOBSSM, the subcontractor's resume-distribution services, or any other services subcontractor offers to the client or the One-Stop 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 clients 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 subcontractors 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 Subgrantor modifies State automated systems such as the State CalJOBSSM System, it shall provide reasonable notice of such changes to the Subgrantee. The Subgrantee shall be responsible to communicate such changes to the One-Stop AJCC Operator(s) in the local area.

m). 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 SUBGRANTOR

Name: Jaime Gutierrez
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Telephone: (916) 654-9699
Fax: (916) 654-9586

FOR THE SUBGRANTEE

Name:
Title:
Telephone:
Fax: