

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

DEPT: Alliance Worknet

BOARD AGENDA # *B-6

Urgent Routine *SH*

AGENDA DATE June 2, 2015

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Receive and Expend Program Year 2015-2016 Workforce Innovation and Opportunity Act Funds and Contracted StanWORKS Funds

STAFF RECOMMENDATIONS:

1. Authorize the Board of Supervisors Chair, as our Local Chief Elected Official, and the Stanislaus Economic Development and Workforce Alliance Chair to sign the Application Signature Page of Alliance Worknet's application to the California Workforce Investment Board requesting Initial Area Designation of the existing Stanislaus County Workforce Investment Area and Initial Certification of the Stanislaus County Workforce Investment Board (Stanislaus Economic Development and Workforce Alliance Board).
2. Authorize the Director of the Alliance Worknet, or designee, to receive and expend Program Year 2015-2016 Workforce Innovation and Opportunity Act funds in accordance with the approved Stanislaus County Strategic Five-Year Local Plan. (Continued on Page 2)

FISCAL IMPACT:

Local Workforce Innovation and Opportunity Act (WIOA) programs are funded from Federal and State sources. Stanislaus County will receive a total of \$6,525,603 in new WIOA funding for the 2015-2016 Program Year. The County is responsible for the proper administration of such funds per federal and state requirements. Costs found to be disallowed could possibly require reimbursement from the County's general fund. Stanislaus County Alliance Worknet will also receive from the Community Services Agency a contracted total of \$10,721,743 in StanWORKS funds. (Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2015-239

On motion of Supervisor Monteith, Seconded by Supervisor Chiesa

and approved by the following vote.

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

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 Program Year 2015-2016 Workforce Innovation and Opportunity Act Funds and Contracted StanWORKS Funds

STAFF RECOMMENDATIONS: (Continued)

3. Authorize the Director of the Alliance Worknet, or designee, to sign all Workforce Innovation and Opportunity Act-related sub-grant agreements, and any modifications or adjustments as required by the State of California.
4. Authorize the Director of the Alliance Worknet, or designee, to receive and expend Program Year 2015-2016 contracted StanWORKS funds as authorized by the Director of the Community Services Agency.
5. Authorize the Director of the Alliance Worknet, or designee, to enter into and sign agreements and contracts to expend Program Year 2015-2016 Workforce Innovation and Opportunity Act funds and contracted StanWORKS funds.

FISCAL IMPACT: (Continued)

The final WIOA allocation is \$224,648 higher than the estimate that was submitted with the Department's 2015-2016 Proposed Budget. Funding will be fully budgeted in the Budget Year 2015-2016 Final Budget to reflect the County's actual WIOA allocation, reducing the Department's reliance on fund balance.

DISCUSSION:

Workforce Innovation and Opportunity Act Formula Funds:

The Stanislaus County Board of Supervisors had annually authorized the receipt of Workforce Investment Act (WIA) funds since the act was enacted in 1998 and designated Alliance Worknet (AW) as the fund administrator. AW's WIA funding was dedicated to develop a skilled workforce that strengthened business and contributed to the economic success of our community by providing employment and training services to our local job seekers and business resources to our employers. On July 22, 2014 the Workforce Innovation and Opportunity Act (WIOA) was signed into law and superseded WIA. WIOA is designed to help job seekers access employment, education, training, and support services necessary for them to succeed in the labor market and to assist employers in having the skilled workers necessary for global competition.

Currently under WIA, Stanislaus County is designated as our local workforce development area and the Stanislaus Economic Development and Workforce Alliance Board of Directors is certified as the workforce investment board. With the enactment of WIOA, currently designated local workforce development areas and certified local workforce investment boards being administered under WIA may apply for initial area designation and initial board certification. The application process consists of the completion of the Application for Initial Area Designation and Local Board Certification (Attachment A). The completed application is to be submitted to the California Employment Development Department (EDD) for approval review. Local workforce investment areas who have performed successfully and sustained fiscal integrity during program years 2012-2013 and 2013-2014 will obtain initial local workforce development area designation and workforce investment board certification through June 30, 2017. Stanislaus County Alliance

Approval to Receive and Expend Program Year 2015-2016 Workforce Innovation and Opportunity Act Funds and Contracted StanWORKS Funds

Worknet has performed successfully and therefore is requesting for the application to be completed and submitted to the state of California EDD. Submission of the application will allow AW to continue to provide the current workforce development services to our community. The application requires the signature of the Chief Elected Official and the local Workforce Investment Board Chair (Attachment A). With approval of this recommendation, Alliance Worknet will submit the application on behalf of the Board of Supervisors, thereby approving Alliance Worknet to once again serve as fiduciary agent on behalf of the Stanislaus Economic Development and Workforce Alliance and the Board of Supervisors. The AW director will administer the program based on Board of Supervisors direction and approval.

The Workforce Investment Division of the California Employment Development Department (EDD), the designated State Grant Manager of the Department of Labor's Workforce Innovation and Opportunity Act (WIOA) funding, has announced allocations to the Local Workforce Investment Areas for Program Year (PY) 2015-2016. This year's allocation for Stanislaus County is \$6,525,603, an increase of \$224,648 or approximately 3.4% in comparison to the prior year allocation. This final allocation amount differs from the estimate which was submitted with the Department's 2015-2016 Proposed Budget. AW will make the adjustment at final budget to reflect this actual allocation.

The Alliance Worknet provided employment services to over 13,200 Stanislaus County residents last year at the following locations: 629 12th Street, Modesto, 1405 West F Street, Oakdale, and 66 North El Circulo Avenue, Patterson. A new Turlock location is anticipated to open in September of 2015. 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 620 workers this fiscal year. Through a partnership with the Alliance Small Business Development Center, AW also provides professional consulting services to businesses at risk of closure or layoff.

Approval of staff's recommendations will allow the Alliance Worknet Director to enter into and sign contracts to expend the 2015-2016 WIOA funds in the general administration of the program.

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). In Fiscal Year 2014-15 AW administered five WTW subcontracts on behalf of CSA which added supplemental workforce development services. These additional offerings include Literacy and

Approval to Receive and Expend Program Year 2015-2016 Workforce Innovation and Opportunity Act Funds and Contracted StanWORKS Funds

Vocational English services. In all, AW oversees provision of workforce development services to StanWORKS clients at various locations in Modesto (4 sites), Oakdale (1 site), Patterson (1 site) and Turlock (2 sites).

For Budget Year 2015-2016, including subcontracted services, Alliance Worknet expects to provide over 5,000 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 (CSA) 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 2015-2016 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 WIOA 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.

Efficient Delivery of Public Services

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:

Approval to Receive and Expend Program Year 2015-2016 Workforce Innovation and Opportunity Act Funds and Contracted StanWORKS Funds

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, 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 Innovation and Opportunity Act and Community Services Agency support current staffing levels.

CONTACT PERSON:

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

Existing Local Area

**Application for Initial Local Area Designation
Program Years 2015-17
and
Initial Local Board Certification
Program Year 2015-16**

Local Workforce Investment Area

Stanislaus County

Existing Local Area
Application for Initial Local Area Designation
and Initial Local Board Certification

This application will serve as your request for Local Workforce Development Area (local area) initial designation for Program Years (PYs) 2015-17 and Local Workforce Development Board (local board) initial certification for PY 2015-16 under the Workforce Innovation and Opportunity Act (WIOA).

If the California Workforce Investment Board determines the application is incomplete, it will either be returned or held until the necessary documentation is submitted. Please contact your Regional Advisor for technical assistance or questions related to completing and submitting this application.

Stanislaus County

Name of Local Area

PO BOX 3389

Mailing Address

Modesto, CA 95353

City, State ZIP

March 23, 2015

Date of Submission

Steve Hopkins

Contact Person

209-558-2149

Contact Person's Phone Number

Local Area Levels of Performance

Instructions: Enter your local area's negotiated levels of performance and actual levels of performance for PYs 2012-13 and 2013-14.

| Performance Table | | | | |
|--|----------------------------------|------------------------------|----------------------------------|------------------------------|
| Name of Local Area: <u>Stanislaus County</u> | | | | |
| Common Measure | Negotiated PY 2012-13 | Actual PY 2012-13 | Negotiated PY 2013-14 | Actual PY 2013-14 |
| Adult | | | | |
| Entered Employment Rate | 66.5% | 76.7% | 69.5% | 74.0% |
| Employment Retention Rate | 74.0% | 79.6% | 75.7% | 81.6% |
| Average Earnings | \$10,800 | \$11,787 | \$11,133 | \$12,998 |
| Dislocated Worker | | | | |
| Entered Employment Rate | 74.0% | 84.9% | 76.9% | 86.0% |
| Employment Retention Rate | 79.5% | 85.0% | 80.0% | 89.3% |
| Average Earnings | \$12,500 | \$14,470 | \$14,700 | \$16,511 |
| Youth (ages 14-21)* | | | | |
| Placement in Employment or Education | 72% | 68.0% | 70.5% | 60.1% |
| Attainment of a Degree or Certificate | 60% | 65.5% | 62.0% | 49.5% |
| Literacy and Numeracy Gains | 54% | 63.2% | 60.5% | 66.0% |

*Note: For PY 2012-13, each local area's youth performance goals were the same as the State level goals.

Local Board Membership

Current Local Board Membership

Provide a list of individuals currently appointed to the local board and their respective membership category (e.g., business, local education entity, labor organization, community based organization, etc.) in the following chart (Workforce Investment Act [WIA] Section 117).

Or, attach a roster of the current local board which identifies each member's respective membership category.

Please see attachment 1 for the current roster of LWIB.

| Name | Title | Membership Category |
|------|-------|---------------------|
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Plan for WIOA Local Board Compliance

Identify the actions the local chief elected official (CEO) will take in order to ensure WIOA local board membership compliance by June 30, 2016.

Our current local board meets the membership requirements under WIOA. There are no changes planned for the current membership. We have included an attachment 2 showing how the current members will fit into the WIOA membership requirements.

Sustained Fiscal Integrity

The local area hereby certifies that it has not been found in violation of one or more of the following during PYs 2012-13 or 2013-14:

- **Final determination of significant finding(s)** from audits, evaluations, or other reviews conducted by State or local governmental agencies or the Department of Labor identifying issues of fiscal integrity or misexpended funds due to the willful disregard or failure to comply with any WIA requirement, such as failure to grant priority of service or verify participant eligibility; or
- **Gross negligence** - defined as a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both; or
- **Failure to observe accepted standards of administration.** Local areas must have adhered to the applicable uniform administrative requirements set forth in Title 29 Code of Federal Regulations (CFR) Parts 95 and 97, appropriate Office of Management and Budget circulars or rules, WIA regulations, and State guidance.

Highlights of these responsibilities include:

- Timely reporting of WIA participant and expenditure data
- Timely completion and submission of the required annual single audit
- ***Have not been placed on cash hold for longer than 30 days***

(In alignment with WIOA Section 106[e][2])

Local Area Assurances

Through PY 2016-17, the local area assures that:

- A. It will comply with the applicable uniform administrative requirements, cost principles, and audit requirements included in the appropriate circulars or rules of the Office of Management and Budget (WIOA Section 184[a][2] and [3]).

Highlights of this assurance include:

- The local area's procurement procedures will avoid acquisition of unnecessary or duplicative items, software, and subscriptions (in alignment with Title 2 CFR Section 200.318).
- The local area will maintain and provide accounting and program records, including supporting source documentation, to auditors at all levels, as permitted by law (Title 2 CFR Section 200.508).

Note that failure to comply with the audit requirements specified in Title 2 CFR Part 200 Subpart F will subject the local area to potential cash hold (Title 2 CFR Section 200.338).

- B. All financial reporting will be done in compliance with federal and State regulations and guidance.

Highlights of this assurance include:

- Reporting will be done in compliance with Workforce Services Directive WSD12-3, Quarterly and Monthly Financial Reporting Requirements.
- All close out reports will comply with the policies and procedures listed in Workforce Services Directive WSD09-12, WIA Closeout Handbook.

Note that failure to comply with financial reporting requirements will subject the local area to potential cash hold. (Title 2 CFR Section 200.338)

- C. Funds will be spent in accordance with federal and State laws, regulations, and guidance.

Highlights of this assurance include:

- The local area will meet the requirements of State Senate Bill 734, to spend a minimum of 25 percent of combined total of adult and dislocated worker formula fund allocations on training services (*California Unemployment Insurance Code* Section, 14211).
- The local area will not use funds to assist, promote, or deter union organizing (WIOA Section 181[b][7]).

- D. The local board will select the America's Job Center of CaliforniaSM (AJCC) Operator(s), with the agreement of the local CEO, through a competitive process such as a Request for Proposal (RFP), unless granted a waiver by the state (WIOA Section 121[d][2][A] and 107[g][2]).
- E. The local board will collect, enter, and maintain data related to participant enrollment, activities, and performance necessary to meet all CalJOBSSM reporting requirements and deadlines.
- F. The local board will comply with the nondiscrimination provisions of WIOA Section 188, including the collection of necessary data.
- G. It will comply with State Board policies and guidelines, legislative mandates and/or other special provisions as may be required under federal law or policy, including the WIOA or state legislation.
- H. Priority shall be given to veterans, recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient for receipt of career and training services funded by WIOA Adult funding (WIOA Section 134[c][3][E] and *Training and Employment Guidance Letter 10-09*).

Application Signature Page

Instructions: The local CEO and local board chair must sign and date this form. Include the original signatures in the application package.

By signing the application below, the local CEO and local board chair request initial designation of the existing local area and initial certification of the existing local board. They certify that the local area has performed successfully and sustained fiscal integrity during PYs 2012-13 and 2013-14. Additionally, they agree to abide by the local area assurances included in this application.

Local Workforce Investment Board Chair

Local Chief Elected Official

Signature



Signature

Jeff Foster

Terrance Withrow

Name

Name

Chairman

Chairman

Title

Title

Date

6/2/15

Date

Stanislaus Economic Development and Workforce Alliance

MEMBERSHIP

| <u>NAME:</u> | <u>REPRESENTING</u> | <u>TERM EXPIRES</u> |
|------------------------------|----------------------|---------------------|
| 1 Richard J (Dick) Monteith | Board of Supervisors | 12/31/2015 |
| 2 Stan Risen | Stanislaus County | 12/31/9999 |
| 3 Tony Madrigal | City of Modesto | 12/31/9999 |
| 4 Chris Vierra | City of Ceres | 12/31/9999 |
| 5 Cherilyn Bairos | City of Oakdale | 12/31/9999 |
| 6 Sheree Lustgarten | City of Patterson | 12/31/9999 |
| 7 Cal Campbell | City of Riverbank | 12/31/9999 |
| 8 Jose Aldaco | City of Waterford | 12/31/9999 |
| 9 Jeramy Young | City of Hughson | 12/31/9999 |
| 10 Ed Katen | City of Newman | 12/31/9999 |
| 11 Allen Layman | Business | 6/30/2015 |
| 12 Ross Briles | Business | 6/30/2016 |
| 13 David Darmstandler | Business | 6/30/2016 |
| 14 Jennifer Carlson | Business | 6/30/2016 |
| 15 Christopher "Chip" Neuman | Business | 6/30/2016 |
| 16 Richard G Hagerty | Business | 6/30/2016 |
| 17 Kathy Halsey | Business | 6/30/2016 |
| 18 Craig Lewis | Business | 6/30/2016 |
| 19 James Brenda | Business | 6/30/2016 |
| 20 Tom Van Groningen | Business | 6/30/2016 |
| 21 Paul J Van Konynenburg | Business | 6/30/2016 |

Attachment 1- Current WIA LWIB

| <u>NAME:</u> | <u>REPRESENTING</u> | <u>TERM EXPIRES</u> |
|------------------------|----------------------------|----------------------------|
| 22 Brian Velthoen | Business | 6/30/2016 |
| 23 Jeff Grover | Business | 6/30/2016 |
| 24 Martin Fox | Business | 6/30/2016 |
| 25 Bradley Hawn | Business | 6/30/2016 |
| 26 Doug Johnson | Business | 6/30/2016 |
| 27 Jeff Foster | Business | 6/30/2016 |
| 28 Mike Repp | Business | 6/30/2015 |
| 29 William O'Brien | Business | 6/30/2016 |
| 30 Michael Frantz | Business | 6/30/2016 |
| 31 Ron Jackson | Business | 6/30/2016 |
| 32 Sean Carroll | Business | 6/30/2016 |
| 33 Jeffery Burda | Business | 6/30/2016 |
| 34 Clinton Mort | Business | 6/30/2016 |
| 35 Paul Harmon | Business | 6/30/2016 |
| 36 Eva Rios | EDD | 6/30/2016 |
| 37 Tom Changnon | Education | 12/31/9999 |
| 38 Jill Stearns | Education | 6/30/2016 |
| 39 Jim Wood | Labor | 12/31/9999 |
| 40 Matt Richard | Labor | 12/31/9999 |
| 41 Charley Souders | Labor | 12/31/9999 |
| 42 Gaylord Phillips | Labor | 12/31/9999 |
| 43 Billy Powell | Labor | 12/31/9999 |
| 44 Elizabeth Linnerman | Labor | 12/31/9999 |

Attachment 1- Current WIA LWIB

| <u>NAME:</u> | <u>REPRESENTING</u> | <u>TERM EXPIRES</u> |
|-------------------|------------------------------|---------------------|
| 45 Dean Fadeff | Labor | 12/31/9999 |
| 46 Greg Vincelet | Labor | 12/31/9999 |
| 47 Cecil Russell | Community-Based Organization | 6/30/2016 |
| 48 Sharon Silva | Community-Based Organization | 6/30/2016 |
| 49 Ernie Flores | Community-Based Organization | 12/31/9999 |
| 50 Mahalia Gotico | Department of Rehabilitation | 12/31/9999 |
| 51 Kathy Halsey | Business | 6/30/2016 |
| 52 Lynn Dickerson | Business | 10/23/2016 |

Attachment 2

Sec 107 (1)- Business

| Name | Title | Entity |
|----------------------|-----------------------|--|
| James Brenda | Owner | JKB Homes |
| Ross Briles | Owner | Fun Works |
| Jeff Burda | Senior Vice President | Wells Fargo |
| Jennifer Carlson | Executive Director | Manufactures Council of the Central Valley |
| Sean Carroll | President | Ross F. Carroll |
| David Darmstandler | Owner | Data Path |
| Lynn Dickerson | CEO | Gallo Center for the Arts |
| Jeff Foster | Owner | Foster Farms Dairy |
| Marty Fox | Partner | Grimbleby Colman |
| Michael Frantz | Board Member | Turlock Irrigation District |
| Jeff Grover | President | Solecon Industrial Contractors |
| Richard Hagerty | Owner/Self employed | Modesto Steel |
| Paul Harmon | Vice President | PMZ |
| Kathy Halsey | Consultant | AT&T Representative |
| Brad Hawn | President | CHG Structural |
| Ron Jackson | President | Beard Land Improvement Company |
| Doug Johnson | CEO | Stanislaus Surgical Hospital |
| Allen Layman | President | Nexus Engineering |
| Craig Lewis | President & CEO | Prudential California Realty |
| Clint Mort | Corporate Secretary | Don's Mobile Glass |
| Chip Neuman | Area Finance Officer | Kaiser Permanente |
| Bill O' Brien | President | O'Brien Markets |
| Mike Repp | General Manager | Bell- Carter Packaging |
| Ken Riddick | Publisher | The Modesto Bee |
| Cecil Russell* | President / CEO | Modesto Chamber of Commerce |
| Sharon Silva* | President/CEO | Turlock Chamber |
| Tom Van Groningen | Owner | TVG Consulting |
| Paul Van Konynenburg | Owner | Britton-Konynenburg |
| Brian Velthoen | Owner | Velthoen Assoc. Commercial Broker |

Attachment 2

Sec. 107 (2)- Representatives of the workforce in the local area

This includes labor; apprenticeship programs; employment focused CBO's; and organizations with employment; training/education experience. (Must be at least 20% of the board membership. Current board membership would require 11 members in this category)

| Name | Title | Entity |
|------------------|----------------|---|
| Tom Changnon* | Superintendent | Stanislaus County Office of Education |
| Jill Stearns* | President | Modesto Junior College |
| Dean Fadeff | Business Rep. | Operating Engineers Local Union No. 3 |
| Matt Richard | Business Rep. | Sheet Metal Workers Local 104 |
| Nikki Linnerman | Business Rep. | SEIU Local 1000 |
| Gaylord Phillips | Business Rep. | International Brotherhood of Teamsters #386 |
| Billy Powell | Business Rep. | International Brotherhood of Electric Workers |
| Greg Vincelet | Business Rep. | Plumbers and Pipefitters |
| Jim Wood | Business Rep. | LIUNA Local 1130 |
| Charley Souders | Business Rep. | IBEW Local 1245 |
| Ernie Flores* | Director | Central Valley Opportunity Center |

Sec. 107 (3)- Education and training providers

This includes 1 adult education and literacy; 1 higher education; local educational agencies and community based organizations. (2 required membership categories. MJC could fulfill both categories. Members who represent adult education/literacy and higher education must be appointed from nominations by local education and training providers or institutions)

| Name | Title | Entity |
|---------------|----------------|---------------------------------------|
| Tom Changnon* | Superintendent | Stanislaus County Office of Education |
| Jill Stearns* | President | Modesto Junior College |
| Ernie Flores* | Director | Central Valley Opportunity Center |

Attachment 2

Sec. 107 (4)- Governmental and Economic/Community Development (3 required members)

This includes 1 Economic and Community development; 1 Wagner-Peyser, 1 Vocational Rehabilitation; Transportation/housing/public assistance programs; Philanthropic organizations.

| Name | Title | Entity |
|----------------|----------------|-----------------------------------|
| Stan Risen | CEO | Stanislaus County |
| Cecil Russell* | President/CEO | Modesto Chamber of Commerce |
| Sharon Silva* | President/ CEO | Turlock Chamber of Commerce |
| Eva Rios* | Manager | Employment Development Department |
| Mahalia Gotico | Supervisor | Department of Rehabilitation |

Sec. 107 (5)- Other

| Name | Title | Entity |
|-------------------|--------------|----------------------|
| Jose Aldaco | City Council | City of Waterford |
| Richard Monteith | Supervisor | County of Stanislaus |
| Cherilyn Bairos | City Council | City of Oakdale |
| Sheree Lustgarten | City Council | City of Patterson |
| Ed Katen | Mayor | City of Newman |
| Jeremy Young | City Council | City of Hughson |
| Tony Madrigal | City Council | City of Modesto |
| Cal Campbell | City Council | City of Riverbank |
| Chris Vierra | Mayor | City of Ceres |

*indicates a member is listed under more than one category of membership

There are currently 52 members on the Board.

WORKFORCE SERVICES
INFORMATION NOTICE

Number: WSIN14-53

Date: May 13, 2015

Expiration Date: 06/13/17

69:167:vn:17487

TO: WORKFORCE DEVELOPMENT COMMUNITY

SUBJECT: WIOA FORMULA ALLOCATIONS—PY 2015-16

The Workforce Innovation and Opportunity Act (WIOA) formula fund allocations for each Local Workforce Investment Area (Local Areas), Adult, Youth, and Dislocated Worker (DW) funding streams for Program Year (PY) 2015-16, have been released.

These allocations are based on the allotments issued by the U.S. Department of Labor (DOL) to the states (DOL Training and Employment Guidance Letter (TEGL) 29-14, Change 1, dated May 1, 2015). In addition, TEGL 29-14, Change 1, clarifies that the amount available to the Governor for statewide workforce investment activities has been increased from eight and three-quarter percent to ten percent. The PY 2015-16 allotment was awarded from the DOL after December 26, 2014, therefore the new Federal Uniform Guidance (Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards; Final Rule) will apply.

The state has received the first WIOA allotment for the youth program. Operational implementation of the WIOA youth program begins on July 1, 2015. The PY 2015-16 WIOA youth allotment distributed in April 2015 is for preparation and programmatic activities for WIOA youth program implementation on July 1, 2015. Notably, WIOA shifts the primary program focus of Title I youth formula programs to support the educational and career success of out-of-school youth (OSY). A minimum of 75 percent of WIOA youth funds, after subtracting funds spent on administrative costs, is required to be spent on OSY, which is an increase from the minimum 30 percent under the Workforce Investment Act (WIA). For the PY 2014-15 WIA youth allotment, including unobligated PY 2014-15 funds carried over to PY 2015-16, the 30 percent OSY expenditure minimum will still apply. Additionally for PY 2015-16 WIOA youth funds, Local Areas must spend a minimum of 20 percent of non-administrative local area funds on work experience. Local Areas must track funds spent on work experience beginning with PY 2015-16 funds. An Information Notice will be posted with additional information. Refer to TEGL 23-14, dated March 26, 2015, for further details on the youth program transition.

Please be aware that this notice is being issued for planning and budgeting purposes only because the state has not yet received the federal *Notice of Obligations* (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 DW allocations will be released as soon as we receive federal and state spending authority for these funds.

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

Under WIA, the method used to calculate hold harmless allocation levels for sub-state areas was prescribed for the Adult and Youth programs. There were no provisions in the WIA regulations that provided guidance on the calculation of the sub-state hold harmless levels for DW Program funds. As a result, a slightly different calculation method was developed in California to determine sub-state hold harmless allocation levels for DW Program funds.

Unlike WIA, the WIOA prescribes a specific method to calculate sub-state hold harmless levels for DW Program funds. The new WIOA regulations now require a specific method to calculate sub-state hold harmless allocation levels for the DW program funds. As a result, there is an alignment in the WIOA hold harmless provisions across the Adult, Youth, and DW programs. The calculation method used to determine sub-state hold harmless Adult and Youth program fund allocations WIOA is unchanged from the WIA method.

These hold harmless provisions were established to help mitigate year-to-year volatility in funding levels. Under WIOA Hold harmless provisions ensure that each area receives no less than 90 percent of their average percentage share from the two prior years. The Local Areas that receive more than 100 percent of their average percentage share from the previous two years will be proportionately reduced by the amount of total funding necessary to ensure that all Local Areas receive at least 90 percent of their average percentage share from the two prior years.

The allotment to California and the amounts available for the 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 during the PY 2015-16. Additionally, Attachment 2 provides a breakdown of how each of the three funding streams is allocated.

| <u>PY 2015-16</u> | <u>Total Federal Allotment</u> | <u>Amount Available for Formula Allocation</u> |
|-------------------------------------|--------------------------------|--|
| Adult Program (Title I) | \$115,578,226 | \$104,020,405 |
| Youth Program (Title I) | \$120,707,084 | \$108,636,376 |
| Dislocated Worker Program (Title I) | \$164,063,131 | \$106,641,037 |

Youth allotments to the states will be issued in one sum with an April 1, 2015, 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
Central Office Workforce Services Division

Attachments are available on the internet:

1. Youth, Adult, and Dislocated Worker Activities Program Allotments
2. WIOA Funding SFY 2015-16

**Workforce Innovation and Opportunity Act
Youth, Adult, and Dislocated Worker Activities Program Allocations
Program Year 2015-16**

| LWIA | Round 1 | | | Round 2 | | Grand Total |
|---------------------------|----------------------|--------------------|---------------------|---------------------|---------------------|----------------------|
| | Youth | Adult | Dislocated Worker | Adult | Dislocated Worker | |
| Alameda | \$1,816,257 | \$142,916 | \$393,751 | \$1,567,134 | \$2,170,143 | \$6,090,201 |
| Anaheim City | \$899,031 | \$72,259 | \$122,882 | \$792,347 | \$677,258 | \$2,563,777 |
| Contra Costa | \$1,722,300 | \$141,857 | \$352,265 | \$1,555,526 | \$1,941,496 | \$5,713,444 |
| Foothill | \$582,660 | \$50,605 | \$95,743 | \$554,903 | \$527,684 | \$1,811,595 |
| Fresno | \$4,352,012 | \$342,758 | \$657,503 | \$3,758,479 | \$3,623,804 | \$12,734,556 |
| Golden Sierra | \$1,068,924 | \$87,443 | \$205,876 | \$958,853 | \$1,134,679 | \$3,455,775 |
| Humboldt | \$410,207 | \$30,086 | \$49,960 | \$329,909 | \$275,355 | \$1,095,517 |
| Imperial | \$1,475,544 | \$122,824 | \$287,232 | \$1,346,812 | \$1,583,070 | \$4,815,482 |
| Kern, Inyo, Mono | \$3,658,583 | \$294,496 | \$538,960 | \$3,229,268 | \$2,970,461 | \$10,691,768 |
| Kings | \$617,377 | \$58,993 | \$93,846 | \$646,881 | \$517,227 | \$1,934,324 |
| Los Angeles City | \$14,987,996 | \$1,213,317 | \$1,613,148 | \$13,304,530 | \$8,890,809 | \$40,009,800 |
| Los Angeles | \$11,730,067 | \$939,297 | \$1,472,597 | \$10,299,786 | \$8,116,167 | \$32,557,914 |
| Madera | \$600,458 | \$51,503 | \$90,717 | \$564,747 | \$499,983 | \$1,807,408 |
| Marin | \$312,478 | \$30,913 | \$65,122 | \$338,970 | \$358,915 | \$1,106,398 |
| Mendocino | \$224,478 | \$19,048 | \$34,904 | \$208,869 | \$192,370 | \$679,669 |
| Merced | \$1,248,968 | \$98,516 | \$192,546 | \$1,080,269 | \$1,061,212 | \$3,681,511 |
| Monterey | \$1,454,577 | \$124,009 | \$296,290 | \$1,359,805 | \$1,632,993 | \$4,867,674 |
| Mother Lode | \$410,948 | \$40,036 | \$71,846 | \$439,008 | \$395,974 | \$1,357,812 |
| Napa-Lake | \$485,714 | \$42,047 | \$86,753 | \$461,060 | \$478,136 | \$1,553,710 |
| NoRTEC | \$2,409,661 | \$193,774 | \$357,311 | \$2,124,813 | \$1,969,307 | \$7,054,866 |
| NCC | \$1,011,223 | \$78,104 | \$166,457 | \$856,441 | \$917,420 | \$3,029,645 |
| NOVA | \$706,586 | \$58,724 | \$154,454 | \$643,931 | \$851,265 | \$2,414,960 |
| Oakland City | \$1,567,314 | \$128,921 | \$185,985 | \$1,413,667 | \$1,025,051 | \$4,320,938 |
| Orange | \$3,539,694 | \$275,094 | \$748,285 | \$3,016,524 | \$4,124,147 | \$11,703,744 |
| Pacific Gateway | \$1,915,311 | \$145,884 | \$205,984 | \$1,599,677 | \$1,135,273 | \$5,002,129 |
| Richmond City | \$414,348 | \$36,246 | \$48,326 | \$397,448 | \$266,346 | \$1,162,714 |
| Riverside | \$6,611,502 | \$531,962 | \$1,012,371 | \$5,833,182 | \$5,579,648 | \$19,568,665 |
| Sacramento | \$3,885,387 | \$309,990 | \$609,661 | \$3,399,170 | \$3,360,127 | \$11,564,335 |
| San Benito | \$192,731 | \$15,192 | \$37,578 | \$166,590 | \$207,112 | \$619,203 |
| San Bernardino City | \$990,612 | \$77,312 | \$101,657 | \$847,757 | \$560,277 | \$2,577,615 |
| San Bernardino | \$5,218,849 | \$414,869 | \$779,865 | \$4,549,209 | \$4,298,198 | \$15,260,990 |
| San Diego | \$7,684,498 | \$588,990 | \$1,256,547 | \$6,458,513 | \$6,925,415 | \$22,913,963 |
| San Francisco | \$1,398,109 | \$128,916 | \$299,876 | \$1,413,612 | \$1,652,754 | \$4,893,267 |
| San Joaquin | \$2,775,777 | \$216,369 | \$423,285 | \$2,372,574 | \$2,332,922 | \$8,120,927 |
| San Jose - Silicon Valley | \$2,657,475 | \$209,854 | \$454,275 | \$2,301,136 | \$2,503,718 | \$8,126,458 |
| San Luis Obispo | \$721,509 | \$46,195 | \$86,251 | \$506,550 | \$475,367 | \$1,835,872 |
| San Mateo | \$963,614 | \$82,759 | \$212,191 | \$907,490 | \$1,169,481 | \$3,335,535 |
| Santa Ana City | \$1,136,469 | \$93,012 | \$109,645 | \$1,019,915 | \$604,303 | \$2,963,344 |
| Santa Barbara | \$1,230,452 | \$73,671 | \$154,663 | \$807,834 | \$852,420 | \$3,119,040 |
| Santa Cruz | \$965,631 | \$70,536 | \$152,846 | \$773,461 | \$842,406 | \$2,804,880 |
| SELACO | \$1,096,099 | \$86,932 | \$172,160 | \$953,245 | \$948,852 | \$3,257,288 |
| Solano | \$997,677 | \$91,726 | \$196,356 | \$1,005,816 | \$1,082,211 | \$3,373,786 |
| Sonoma | \$1,012,777 | \$79,900 | \$172,519 | \$876,134 | \$950,833 | \$3,092,163 |
| South Bay | \$1,666,423 | \$143,257 | \$265,942 | \$1,570,872 | \$1,465,730 | \$5,112,224 |
| Stanislaus | \$2,156,486 | \$173,742 | \$351,721 | \$1,905,157 | \$1,938,497 | \$6,525,603 |
| Tulare | \$2,204,620 | \$174,926 | \$357,037 | \$1,918,140 | \$1,967,796 | \$6,622,519 |
| Ventura | \$1,956,058 | \$149,684 | \$359,780 | \$1,641,347 | \$1,982,913 | \$6,089,782 |
| Verdugo | \$754,029 | \$67,780 | \$131,812 | \$743,238 | \$726,479 | \$2,423,338 |
| Yolo | \$736,876 | \$46,180 | \$90,648 | \$506,382 | \$499,604 | \$1,879,690 |
| Total | \$108,636,376 | \$8,693,424 | \$16,377,429 | \$95,326,981 | \$90,263,608 | \$319,297,818 |



BOARD OF SUPERVISORS



Edmund G. Brown Jr.
Governor

2015 JUN 23 A 10:09

June 19, 2015

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

Dear Mrs. Santos:

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIA) SUBGRANT
AGREEMENT K698399**

Enclosed is a copy of your new WIOA Subgrant Agreement. This modification initiates the Program Year (PY) 2015-16 WIOA Subgrant and adds WIOA Youth Formula funding under grant code 301. The term of these funds are from 04/01/2015 to 06/30/2017.

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
Michael Garcia, MIC 69

WIOA SUBGRANT AGREEMENT

STANISLAUS COUNTY

SUBGRANT NO: K698399
MODIFICATION NO: New
SUBGRANTEE CODE: STN

STN - 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 WIOA Local Plan for the above name Subgrantor filed with the Subgrantor pursuant to the Workforce Innovation and Opportunity Act (WIOA). This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

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

ALLOCATION(s)

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

| | |
|--------------------|----------------|
| PRIOR AMOUNT: | \$0.00 |
| INCREASE/DECREASE: | \$2,156,486.00 |
| TOTAL: | \$2,156,486.00 |

TERM OF AGREEMENT

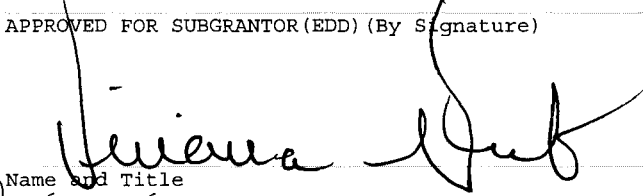
From: 4/1/2015 To: 6/30/2017

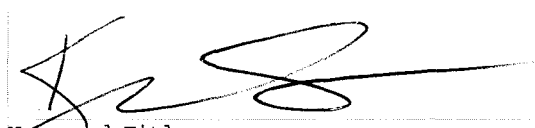
Terms of Exhibits are as designated on each exhibit

PURPOSE: To initiate Program Year (PY) 2015-16 WIOA Subgrant and incorporate WIOA Youth formula funding under grant code 301. Term of these funds is from 04/01/2015 - 06/30/2017

APPROVED FOR SUBGRANTOR (EDD) (By Signature)


APPROVED FOR SUBGRANTEE (By Signature)


Name and Title
JOSE LUIS MÁRQUEZ
CHIEF
WORKFORCE SERVICES DIVISION


Name and Title
Kristen Santos
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

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

STN - 838611119

STANISLAUS COUNTY

I. Allocation

| Funding Source | Prior Amount | Increase | Decrease | Adjusted Allocation |
|--|---------------|-------------------------|---------------|-------------------------|
| WIA/WIOA Formula | | | | |
| 96106 301 Youth Formula Rd 1 04/01/2015 to 06/30/2017 Prog/Element 61/00 Ref 101 Fed Catlg 17.259 | \$0.00 | \$2,156,486.00 | \$0.00 | \$2,156,486.00 |
| Total WIA/WIOA Formula | \$0.00 | \$2,156,486.00 | \$0.00 | \$2,156,486.00 |
| Grand Total: | \$0.00 | \$2,156,486.00 ✓ | \$0.00 | \$2,156,486.00 ✓ |

NARRATIVE

SUBGRANT NO:K698399
MODIFICATION NO: 0

SUBGRANTEE:STANISLAUS COUNTY
FUNDING SOURCE: Youth Formula Rd 1 - 301

TERM OF THESE FUNDS: 04/01/2015 - 06/30/2017

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 Development Area's (LWDA) new Program Year (PY) 2015-16 Workforce Innovation and Opportunity Act (WIOA) Title I subgrant agreement and to incorporate WIOA Youth formula funding into Grant Code (GC) 301. The amount in GC 301 represents this LWDA's entire youth formula allocation for PY 2015-16. The term date for these funds is April 1, 2015 to June 30, 2017. The LWDA will operate the WIOA program in accordance with the approved Workforce Innovation and Opportunity Plan on file in the Central Office Workforce Services Division of the Employment Development Department, P.O. Box 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.

WIOA (2015)

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), the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule at 2 Code of Federal Regulations (CFR) Chapter I and Chapter II, Part 200, et al (here after referred to as Uniform Guidance 2 CFR Part 200) and the Department of Labor's (DOL) exceptions at 2 CFR Chapter II, Part 2900, et al. (here after referred to as DOL Exceptions 2 CFR Part 2900) 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 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 Uniform Guidance 2 CFR Part 200, Appendix II, and DOL Exceptions 2 CFR Part 2900, Appendix II to Part 200.

This subgrant agreement contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise and any other agreement between the parties hereto. This subgrant agreement is not intended to and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the "pass-through" entity and the 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, Uniform Guidance 2 CFR Part 200, Appendix I 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 Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR 2900.

(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 "pass-through" entity, 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:

Section 188 of the 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 Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900 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 WIOA and other federal nondiscrimination requirements as referenced in WIOA Sec. 188.

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 "pass-through" entity, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materials persons, laborers and any other persons, firms or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by the 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 Uniform Guidance 2 CFR Part 200 and the DOL Exceptions 2 CFR Part 2900. 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). Federal Funding Accountability and Transparency Act (FFATA): As required by the FFATA, recipients of federal awards are required to report sub-award and executive compensation information. By signing this subgrant agreement the Subgrantee hereby assures and certifies to comply with the provisions of FFATA, which includes requirements referenced in Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900.

q). AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

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. The 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 "pass-through" entity: Supplies, materials, equipment or services purchased with subgrant agreement funds will be used solely for purposes allowed under this subgrant agreement. No member of the Local Board will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.

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 "pass-through" entity 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 "pass-through" entity. In the event the bond is canceled or revised, the "pass-through" entity will make no further disbursements until it is assured that adequate coverage has been obtained.
- 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 "pass-through" entity 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
Workforce Services Division
Financial Management Unit
P. O. Box 826880, MIC 69
Sacramento, CA 94280-0001

- (2). State of California, its officers, agents, employees and servants are included as additional insured, but only insofar as the operations under this subgrant agreement are concerned.
- (3). 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 "pass-through" Entity, and no longer available to the Subgrantee.
- b). The "pass-through" entity retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing the Subgrantee is given prompt notice and the opportunity for an informal review of the "pass-through" entity'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 Development Area (LWDA) shall be liable to the EDD for all funds not expended in accordance with WIOA, and shall return to the EDD all of those funds. If there is more than one unit of general local government in a LWDA, 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 "pass-through" entity. Failure to adhere to these provisions may result in suspending cash draw down privileges and providing funds through a reimbursement process.

c). The "pass-through" entity retains the authority to adjust specific amounts of cash requested if the "pass-through" entity's records and subsequent verification with the 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 "pass-through" entity. 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 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 "pass-through" entity will have a lien upon any balance of WIOA funds in these accounts, which will take priority over all other liens or claims.

10. Amendments

This subgrant agreement may be unilaterally modified by the "pass-through" entity under the following circumstances:

a). There is an increase or decrease in federal or state funding levels.
b). A modification to the Subgrant is required in order to implement an adjustment to a 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 "pass-through" entity has determined that funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a manner consistent with state and federal law, regulations and policies, reverting to the "pass-through" entity.
d). There is a change in state and federal law or regulation requiring a change in the provisions of this subgrant agreement.
e). An amendment is required to change the 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 "pass-through" entity. All expenditure reports must be submitted upon the accrual basis of accounting. Failure to adhere to the reporting requirements of this agreement will result in funds not being released.

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 "pass-through" entity 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 "pass-through" entity. The "pass-through" entity will give a ninety (90) calendar-day advance notice in writing to the Subgrantee.
b). Termination for Cause - The "pass-through" entity 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 WIOA regulations, the Uniform Guidance 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:

~~Jeffrey Rowe~~

Director / Administrator
STANISLAUS COUNTY
251 EAST HACKETT ROAD, C-2
MODESTO, CA 95358

Stanislaus County Alliance Worknet

Kristen Santos
Director
PO Box 3389
Modesto, CA 95353-3389

Notices to the "Pass-through" Entity 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 "pass-through" entity.

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 Uniform Guidance, Subpart D, Part 200.333-200.337.

c). The "pass-through" entity and/or the DOL, or their designee (refer to Uniform Guidance, Subpart F, Part 200.500-200.521) 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 "pass-through" entity of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

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 Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900.

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

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 "pass-through" entity, any amounts expended under this subgrant agreement found not to be in accordance with WIOA including, but not limited to, disallowed costs. Such repayment will be from funds (Non-Federal), other than those received under the WIOA.

16. Conflicts

a). Subgrantee will cooperate in the resolution of any conflict with the DOL that may occur from the activities funded under this agreement.

b). In the event of a dispute between the "pass-through" entity and the Subgrantee over any part of this subgrant agreement, the dispute may be submitted to non-binding arbitration upon the consent of both the "pass-through" entity and the 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, the Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, federal regulations and state statutes, 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 "pass-through" entity. In addition, any tools and/or equipment furnished to the Subgrantee by the "pass-through" entity 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 "pass-through" entity. Upon termination of this subgrant agreement, Subgrantee will immediately return such tools and/or equipment to the "pass-through" entity or dispose of them in accordance with the direction of the "pass-through" entity.

19. Intellectual Property Provisions

a). Federal Funding

In any subgrant funded in whole or in part by the federal government, "pass-through" entity may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the subgrant, except as provided in 37 CFR Part 401.14. However, pursuant to Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900 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 "pass-through" entity has agreed in a signed writing to accept a license, "pass-through" entity 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 "pass-through" entity 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 "pass-through" entity, 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 "pass-through" entity'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 "pass-through" entity's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of "pass-through" entity. Except as otherwise set forth herein, neither the Subgrantee nor "pass-through" entity 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 "pass-through" entity, Subgrantee agrees to abide by all license and confidentiality restrictions applicable to "pass-through" entity in the third-party's license agreement.

(4). Subgrantee agrees to cooperate with "pass-through" entity in establishing or maintaining "pass-through" entity's exclusive rights in the Intellectual Property, and in assuring "pass-through" entity'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 "pass-through" entity all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, subgrantee or "pass-through" entity 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 "pass-through" entity 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 "pass-through" entity'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 "pass-through" entity 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 "pass-through" entity, 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 user does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of "pass-through" entity 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 "pass-through" entity to any work product made, conceived, derived from or reduced to practice by Subgrantee or "pass-through" entity and which result directly or indirectly from this subgrant agreement. Refer to Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900.

(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 "pass-through" entity and which result directly or indirectly from this subgrant agreement may not be reproduced or disseminated without prior written permission from "pass-through" entity.

e). Patent Rights

With respect to inventions (refer to Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900, 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 "pass-through" entity 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 "pass-through" entity, without addition compensation, all its right, title and interest in and to such inventions and to assist "pass-through" entity 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 "pass-through" entity's prior written approval; and (ii) granting to or obtaining for "pass-through" entity's, without additional compensation, a license, as described in paragraph nineteen c), for any of Subgrantees 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 "pass-through" entity 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 "pass-through" entity.

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 "pass-through" entity 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 "pass-through" entity 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 Subgrantees performance of this subgrant agreement.

(2). "PASS-THROUGH" ENTITY 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 "pass-through" entity 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 "pass-through" entity'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 "pass-through" entity 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. "pass-through" entity reserves the right to participate in and/or control, at Subgrantee's expense, any such infringement action brought against "pass-through" entity.

(2). Should any Intellectual Property licensed by the Subgrantee to "pass-through" entity 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 "pass-through" entity's right to use the licensed Intellectual Property in accordance with this subgrant agreement at no expense to "pass-through" entity. "pass-through" entity 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 "pass-through" entity 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, "pass-through" entity 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 "pass-through" entity for breach of any term of these Intellectual Property provisions of paragraph nineteen a) through nineteen i) by Subgrantee. Subgrantee acknowledges "pass-through" entity would suffer irreparable harm in the event of such breach and agrees "pass-through" entity 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 EDD, the California Department of Social Services, the California Department of Education, the California Department of Corrections and Rehabilitation, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs.

The "pass-through" entity and 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.

(1) 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.

(2) 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.

(3) Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.

d). Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.

e). The Subgrantee shall notify "pass-through" entity's Information Security Office of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (916) 654-6231. Information Security Incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets.

The Subgrantee shall cooperate with the "pass-through" entity in any investigation of security incidents.

The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied.

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

k). If the "pass-through" entity or Subgrantee enters into an agreement with a third party to provide WIOA services, the "pass-through" entity 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 of California (AJCC), permit an AJCC Operator to enter into a subcontract to manage confidential information. This subcontract may allow an individual to register for resume-distribution services at the same time the individual enrolls in CalJOBS. 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 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 Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900, 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. Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900.

(2). Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the subcontractor's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the subcontract.

(3). An AJCC client must still be given the option to use the AJCC's services, including CalJOBS, even if he or she chooses not to use any services of the subcontractor. This option shall be prominently, clearly and immediately communicated to the client upon registration within the AJCC or for CalJOBS, the subcontractor's resume-distribution services, or any other services subcontractor offers to the client or the AJCC Operator.

(4). The subcontractor must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services the subcontractor offers. The subcontractor shall not use a client's personal and/or demographic information without the client's prior permission. A link to the subcontractor's Privacy Policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.

(5). When the "pass-through" entity modifies State automated systems such as the State CalJOBS System, it shall provide reasonable notice of such changes to the Subgrantee. The Subgrantee shall be responsible to communicate such changes to the 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 "PASS-THROUGH" ENTITY

Name: Jaime Gutierrez
Title: Section Manager
Address: P.O. Box 826880, MIC 50
Sacramento, CA 94280-0001
Telephone: (916) 654-9699
Fax: (916) 654-9586

FOR THE SUBGRANTEE

Name: Kristen Santos
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.



BOARD OF SUPERVISORS

2015 AUG 10 A 10:24



Edmund G. Brown Jr.
Governor

August 3, 2015

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

Dear Mrs. Santos:

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) SUBGRANT
AGREEMENT K698399

Enclosed is a copy of modification number one of your WIOA Subgrant Agreement. This modification incorporates First Round WIOA Formula funding for Program Year (PY) 2015-2016 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. Terrence Withrow, Chairman
Janyce Wong, MIC 50
Michael Garcia, MIC 69

WIOA SUBGRANT AGREEMENT

STANISLAUS COUNTY

SUBGRANT NO: K698399
 MODIFICATION NO: 1
 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 WIOA Local Plan for the above name Subgrantor filed with the Subgrantor pursuant to the Workforce Innovation and Opportunity Act (WIOA). This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

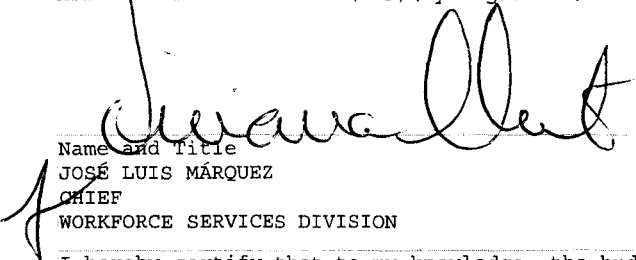
- Funding Detail Chart
- Rapid Response Layoff Aversion
- Rapid Response by Formula
- Adult Formula RD 1
- Dislocated Worker Rd 1

| | | |
|--|---|--|
| ALLOCATION(s) The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter 'TOTAL' | PRIOR AMOUNT: INCREASE/DECREASE: TOTAL: | \$2,156,486.00 \$566,408.00 \$2,722,894.00 |
|--|---|--|

| | |
|---|---|
| TERM OF AGREEMENT From: 4/1/2015 To: 6/30/2017 | Terms of Exhibits are as designated on each exhibit |
|---|---|

PURPOSE: The purpose of this modification is to incorporate First Round WIOA Formula funding for Program Year (PY) 2015-16 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 |
|--|--|

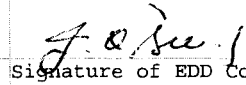

 Name and Title
 JOSÉ LUIS MÁRQUEZ
 CHIEF
 WORKFORCE SERVICES DIVISION

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: 010 Statute: 2015 FY: 15/16

STANISLAUS COUNTY

I. Allocation

| Funding Source | Prior Amount | Increase | Decrease | Adjusted Allocation |
|---|-----------------------|---------------------|---------------|-----------------------|
| WIA/WIOA 25% - Dislocated Worker Rapid Response | | | | |
| 96216 292 Rapid Response Layoff Aversion 07/01/2015 to 06/30/2016 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$0.00 | \$8,865.00 | \$0.00 | \$8,865.00 |
| 96216 540 Rapid Response by Formula 07/01/2015 to 06/30/2016 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$0.00 | \$32,080.00 | \$0.00 | \$32,080.00 |
| Total WIA/WIOA 25% - Dislocated Worker Rapid Response | \$0.00 | \$40,945.00 | \$0.00 | \$40,945.00 |
| WIA/WIOA Formula | | | | |
| 96156 201 Adult Formula RD 1 07/01/2015 to 06/30/2017 Prog/Element 61/00 Ref 101 Fed Catlg 17.258 | \$0.00 | \$173,742.00 | \$0.00 | \$173,742.00 |
| 96106 301 Youth Formula Rd 1 04/01/2015 to 06/30/2017 Prog/Element 61/00 Ref 101 Fed Catlg 17.259 | \$2,156,486.00 | \$0.00 | \$0.00 | \$2,156,486.00 |
| 96206 501 Dislocated Worker Rd 1 07/01/2015 to 06/30/2017 Prog/Element 61/00 Ref 101 Fed Catlg 17.278 | \$0.00 | \$351,721.00 | \$0.00 | \$351,721.00 |
| Total WIA/WIOA Formula | \$2,156,486.00 | \$525,463.00 | \$0.00 | \$2,681,949.00 |
| Grand Total: | \$2,156,486.00 | \$566,408.00 | \$0.00 | \$2,722,894.00 |

NARRATIVE

SUBGRANT NO:K698399
MODIFICATION NO: 1

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

TERM OF THESE FUNDS: 07/01/2015 - 06/30/2017

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 Innovation and Opportunity Act (WIOA) Dislocated Worker Formula funds are being incorporated into the Program Year (PY) 2015-16 Subgrant Agreement to support the WIOA Dislocated Worker Program. The funds in grant code 501 consist of 1st round funding and are available for expenditures from July 1, 2015 through June 30, 2017.

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.

WIOA (2015)

NARRATIVE

SUBGRANT NO:K698399
MODIFICATION NO: 1

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

TERM OF THESE FUNDS: 07/01/2015 - 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 Innovation and Opportunity Act (WIOA) 25 percent Rapid Response (RR) funds are being incorporated into your Program Year (PY) 2015-16 Subgrant Agreement to support the WIOA Dislocated Worker Program. The funds in grant code 540 consist of 1st round funding and are available for expenditures from July 1, 2015 to June 30, 2016. These "formula based" Rapid Response funds (see WSD14-16) 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.

WIOA (2015)

NARRATIVE

SUBGRANT NO:K698399
MODIFICATION NO: 1

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

TERM OF THESE FUNDS: 07/01/2015 - 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

Layoff Aversion funds are being incorporated into the Program Year (PY) 2015-16 Subgrant Agreement to support the Layoff Aversion Program. 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 July 1, 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.

WIOA (2015)

NARRATIVE

SUBGRANT NO:K698399
MODIFICATION NO: 1

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

TERM OF THESE FUNDS: 07/01/2015 - 06/30/2017

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 Innovation and Opportunity Act (WIOA) Adult Formula funds are being incorporated into the Program Year (PY) 2015-16 Subgrant Agreement to support the WIOA Adult Program. The funds in grant code 201 consist of 1st round funding and are available for expenditure from July 1, 2015 through June 30, 2017.

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.

WIOA (2015)



BOARD OF SUPERVISORS

2015 NOV 16 P 2:27



Edmund G. Brown Jr.
Governor

November 13, 2015

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

Dear Mrs. Santos:

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) SUBGRANT
AGREEMENT K698399**

Enclosed is a copy of a modification to your WIOA Subgrant Agreement. This modification incorporates second round WIOA Formula Funding for Program Year (PY) 2015-16.

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
Michael Garcia, MIC 69

WIOA SUBGRANT AGREEMENT

STANISLAUS COUNTY

SUBGRANT NO: K698399
 MODIFICATION NO: 2
 SUBGRANTEE CODE: STN
 DUNS NO: 838611119

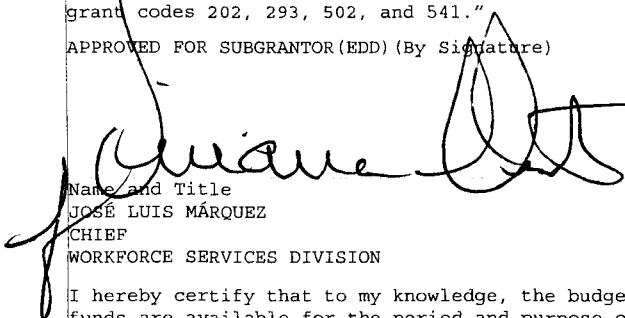
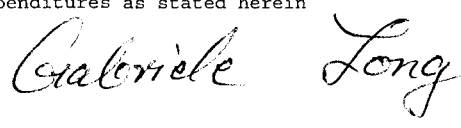
SUBGRANTOR:
 State of California
 Employment Development Dept.
 Workforce Services Division
 P.O.Box 826880, MIC 69
 Sacramento, CA 94280-0001

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 WIOA Local Plan for the above name Subgrantor filed with the Subgrantor pursuant to the Workforce Innovation and Opportunity Act (WIOA). This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

- Funding Detail Chart
- Rapid Response Layoff Aversion
- Dislocated Worker Rd 1
- Rapid Response by Formula
- 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: \$2,722,894.00 INCREASE/DECREASE: \$4,027,316.00 TOTAL: \$6,750,210.00 |
| TERM OF AGREEMENT From: 4/1/2015 To: 6/30/2017 | | Terms of Exhibits are as designated on each exhibit |
| PURPOSE: "To incorporate and add second round WIOA formula funding for Program Year (PY) 2015-16 into grant codes 202, 293, 502, and 541." | | |
| APPROVED FOR SUBGRANTOR (EDD) (By Signature)  Name and Title JOSE LUIS MÁRQUEZ CHIEF WORKFORCE SERVICES DIVISION | | APPROVED FOR SUBGRANTEE (By Signature) Unilateral modification. Subgrantee Signature not required Name and Title 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 Contract Officer |
| I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein | | |
| Signature of EDD Accounting Officer | | Signature of EDD Contract Officer |

Budget item: 7100 Fund: 0869 Budgetary Attachment: No
 Chapter: 010 Statute: 2015 FY: 15/16

SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

SUBGRANT NO:K698399
MODIFICATION NO:2

STANISLAUS COUNTY

I. Allocation

| Funding Source | Prior Amount | Increase | Decrease | Adjusted Allocation |
|---|-----------------------|-----------------------|---------------|-----------------------|
| WIA/WIOA 25% - Dislocated Worker Rapid Response | | | | |
| 96216 292 Rapid Response Layoff Aversion 07/01/2015 to 06/30/2016 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$8,865.00 | \$0.00 | \$0.00 | \$8,865.00 |
| 98426 293 Rapid Response Layoff Aversion 10/01/2015 to 06/30/2016 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$0.00 | \$48,759.00 | \$0.00 | \$48,759.00 |
| 96216 540 Rapid Response by Formula 07/01/2015 to 06/30/2016 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$32,080.00 | \$0.00 | \$0.00 | \$32,080.00 |
| 98426 541 Rapid Response by Formula 10/01/2015 to 06/30/2016 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$0.00 | \$143,031.00 | \$0.00 | \$143,031.00 |
| Total WIA/WIOA 25% - Dislocated Worker Rapid Response | \$40,945.00 | \$191,790.00 | \$0.00 | \$232,735.00 |
| WIA/WIOA Formula | | | | |
| 96156 201 Adult Formula RD 1 07/01/2015 to 06/30/2017 Prog/Element 61/00 Ref 101 Fed Catlg 17.258 | \$173,742.00 | \$0.00 | \$0.00 | \$173,742.00 |
| 98286 202 Adult Formula Rd 2 10/01/2015 to 06/30/2017 Prog/Element 61/00 Ref 101 Fed Catlg 17.258 | \$0.00 | \$1,901,129.00 | \$0.00 | \$1,901,129.00 |
| 96106 301 Youth Formula Rd 1 04/01/2015 to 06/30/2017 Prog/Element 61/00 Ref 101 Fed Catlg 17.259 | \$2,156,486.00 | \$0.00 | \$0.00 | \$2,156,486.00 |
| 96206 501 Dislocated Worker Rd 1 07/01/2015 to 06/30/2017 Prog/Element 61/00 Ref 101 Fed Catlg 17.278 | \$351,721.00 | \$0.00 | \$0.00 | \$351,721.00 |
| 98216 502 Dislocated Worker Rd 2 10/01/2015 to 06/30/2017 Prog/Element 61/00 Ref 101 Fed Catlg 17.278 | \$0.00 | \$1,934,397.00 | \$0.00 | \$1,934,397.00 |
| Total WIA/WIOA Formula | \$2,681,949.00 | \$3,835,526.00 | \$0.00 | \$6,517,475.00 |
| Grand Total: | \$2,722,894.00 | \$4,027,316.00 | \$0.00 | \$6,750,210.00 |

NARRATIVE

SUBGRANT NO:K698399
MODIFICATION NO: 2

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

TERM OF THESE FUNDS: 10/01/2015 - 06/30/2017

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 Innovation and Opportunity Act (WIOA) Adult Formula funds are being incorporated into the Program Year (PY) 2015-16 Subgrant Agreement to support the WIOA Adult Program. The funds in grant code 202 consist of 2nd round funding and are available for expenditure from October 1, 2015 through June 30, 2017.

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.

WIOA (2015)

NARRATIVE

SUBGRANT NO:K698399
MODIFICATION NO: 2

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

TERM OF THESE FUNDS: 10/01/2015 - 06/30/2017

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 Innovation and Opportunity Act (WIOA) Dislocated Worker Formula funds are being incorporated into the Program Year (PY) 2015-16 Subgrant Agreement to support the WIOA Dislocated Worker Program. The funds in grant code 502 consist of 2nd round funding and are available for expenditures from October 1, 2015 through June 30, 2017.

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.

WIOA (2015)

NARRATIVE

SUBGRANT NO:K698399
MODIFICATION NO: 2

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

TERM OF THESE FUNDS: 10/01/2015 - 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 Innovation and Opportunity Act (WIOA) 25 percent Rapid Response (RR) funds are being incorporated into your Program Year (PY) 2015-16 Subgrant Agreement to support the WIOA Dislocated Worker Program. The funds in grant code 541 consist of 2nd round funding and are available for expenditures from October 1, 2015 to June 30, 2016. These "formula based" Rapid Response funds (see WSD14-16) 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.

WIOA (2015)

NARRATIVE

SUBGRANT NO:K698399
MODIFICATION NO: 2

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

TERM OF THESE FUNDS: 10/01/2015 - 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

Layoff Aversion funds are being incorporated into the Program Year (PY) 2015-16 Subgrant Agreement to support the Layoff Aversion Program. These 2nd round 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, 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.

WIOA (2015)



BOARD OF SUPERVISORS



Edmund G. Brown Jr.
Governor

2015 DEC -7 A 10:48

December 3, 2015

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

Dear Mrs. Santos:

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) SUBGRANT
AGREEMENT K698399

Enclosed is a copy of modification number three of your WIOA Subgrant Agreement. This modification is to transfer first round Dislocated Worker Formula funds, grant code 501, into first round Adult funds, grant code 499.

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
Michael Garcia, MIC 69

WIOA SUBGRANT AGREEMENT

STANISLAUS COUNTY

SUBGRANT NO: K698399
 MODIFICATION NO: 3
 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

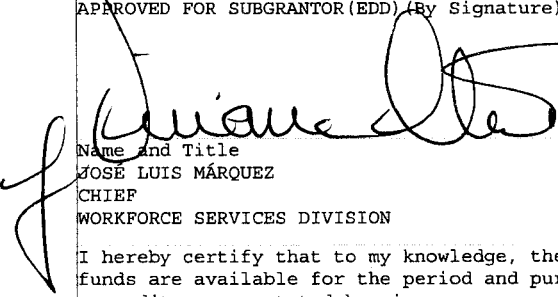
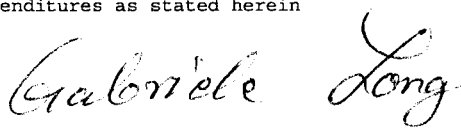
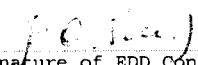
SUBGRANTEE: STANISLAUS COUNTY
 251 EAST HACKETT ROAD, C-2
 MODESTO, CA 95358

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 WIOA Local Plan for the above name Subgrantor filed with the Subgrantor pursuant to the Workforce Innovation and Opportunity Act (WIOA). This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

Funding Detail Chart
 Dislocated Worker Rd 1
 Transfer Dislocated Worker To Adult Rd 1
 499 Budget Summary Plan
 499 Participant Plan - Adult

Exhibit A, 1 pages
 Exhibit B, 1 pages

| | | |
|---|---|--|
| ALLOCATION(s) The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter 'TOTAL' | | PRIOR AMOUNT: \$6,750,210.00 INCREASE/DECREASE: \$0.00 TOTAL: \$6,750,210.00 |
| TERM OF AGREEMENT From: 4/1/2015 To: 6/30/2017 | | Terms of Exhibits are as designated on each exhibit |
| PURPOSE: The purpose of this modification is to transfer first round Dislocated Worker Formula funds, grant code 501, into first round Adult funds, grant code 499. | | |
| 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: 010 Statute: 2015 FY: 15/16

SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

SUBGRANT NO:K698399
MODIFICATION NO:3

STANISLAUS COUNTY

I. Allocation

| Funding Source | Prior Amount | Increase | Decrease | Adjusted Allocation |
|---|-----------------------|---------------------|-----------------------|-----------------------|
| WIA/WIOA 25% - Dislocated Worker Rapid Response | | | | |
| 96216 292 Rapid Response Layoff Aversion 07/01/2015 to 06/30/2016 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$8,865.00 | \$0.00 | \$0.00 | \$8,865.00 |
| 98426 293 Rapid Response Layoff Aversion 10/01/2015 to 06/30/2016 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$48,759.00 | \$0.00 | \$0.00 | \$48,759.00 |
| 96216 540 Rapid Response by Formula 07/01/2015 to 06/30/2016 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$32,080.00 | \$0.00 | \$0.00 | \$32,080.00 |
| 98426 541 Rapid Response by Formula 10/01/2015 to 06/30/2016 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$143,031.00 | \$0.00 | \$0.00 | \$143,031.00 |
| Total WIA/WIOA 25% - Dislocated Worker Rapid Response | \$232,735.00 | \$0.00 | \$0.00 | \$232,735.00 |
| WIA/WIOA Formula | | | | |
| 96156 201 Adult Formula RD 1 07/01/2015 to 06/30/2017 Prog/Element 61/00 Ref 101 Fed Catlg 17.258 | \$173,742.00 | \$0.00 | \$0.00 | \$173,742.00 |
| 98286 202 Adult Formula Rd 2 10/01/2015 to 06/30/2017 Prog/Element 61/00 Ref 101 Fed Catlg 17.258 | \$1,901,129.00 | \$0.00 | \$0.00 | \$1,901,129.00 |
| 96106 301 Youth Formula Rd 1 04/01/2015 to 06/30/2017 Prog/Element 61/00 Ref 101 Fed Catlg 17.259 | \$2,156,486.00 | \$0.00 | \$0.00 | \$2,156,486.00 |
| 96206 499 Transfer Dislocated Worker To Adult Rd 1 07/01/2015 to 06/30/2017 Prog/Element 61/00 Ref 101 Fed Catlg 17.278 | \$0.00 | \$351,721.00 | \$0.00 | \$351,721.00 |
| 96206 501 Dislocated Worker Rd 1 07/01/2015 to 06/30/2017 Prog/Element 61/00 Ref 101 Fed Catlg 17.278 | \$351,721.00 | \$0.00 | (\$351,721.00) | \$0.00 |
| 98216 502 Dislocated Worker Rd 2 10/01/2015 to 06/30/2017 Prog/Element 61/00 Ref 101 Fed Catlg 17.278 | \$1,934,397.00 | \$0.00 | \$0.00 | \$1,934,397.00 |
| Total WIA/WIOA Formula | \$6,517,475.00 | \$351,721.00 | (\$351,721.00) | \$6,517,475.00 |
| Grand Total: | \$6,750,210.00 | \$351,721.00 | (\$351,721.00) | \$6,750,210.00 |

NARRATIVE

SUBGRANT NO:K698399
MODIFICATION NO: 3

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

TERM OF THESE FUNDS: 07/01/2015 - 06/30/2017

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 first round Dislocated Worker Formula funds, grant code 501, into first round Adult funds, grant code 499.

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.

WIOA (2015)

NARRATIVE

SUBGRANT NO:K698399
MODIFICATION NO: 3

SUBGRANTEE:STANISLAUS COUNTY
FUNDING SOURCE: Transfer Dislocated Worker To Adult Rd 1 - 499

TERM OF THESE FUNDS: 07/01/2015 - 06/30/2017

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 first round Dislocated Worker Formula funds, grant code 501, into first round Adult funds, grant code 499.

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.

WIOA (2015)

TRANSFER REQUEST BUDGET PLAN

Exhibit A

Stanislaus County Alliance
Local Area: Worknet
Date: 9/21/2015

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

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

| | | | |
|--|------------|--|---|
| Subgrant # <u>K698399</u> Year of Appropriation <u>2015</u> | Grant Code | Adult to Dislocated Worker <input type="checkbox"/> 201 → 299 <input type="checkbox"/> 202 → 200 | Dislocated Worker to Adult <input checked="" type="checkbox"/> 501 → 499 <input type="checkbox"/> 502 → 500 |
|--|------------|--|---|

| FUNDING IDENTIFICATION | ADULT | DISLOCATED |
|---|-----------|------------|
| 1. Formula Allocation | 2,078,899 | 2,290,218 |
| 2. Prior Adjustments - Plus or Minus | | |
| 3. Previous Amounts Transferred | | |
| 4. Current Amount to be Transferred | 351,721 | (351,721) |
| 5. TOTAL FUNDS AVAILABLE (Lines 1 thru 4) | 2,430,620 | 1,938,497 |

| TOTAL ALLOCATION COST CATEGORY PLAN | | |
|---|-----------|-----------|
| 6. Program Services (Lines 6A through 6E) | 2,187,558 | 1,744,647 |
| A. Core Self Services | | |
| B. Core Registered Services | | |
| C. Intensive Services | 1,565,073 | 1,162,761 |
| D. Training Services | 243,810 | 273,853 |
| E. Other | 378,675 | 308,033 |
| 7. Administration | 243,062 | 193,850 |
| 8. TOTAL (Lines 6 plus 7) | 2,430,620 | 1,938,497 |

| QUARTERLY TOTAL EXPENDITURE PLAN (Cumulative) | | |
|---|---------|---------|
| 9. September 2015 | 607,655 | 411,931 |
| 10. December 2015 | 607,655 | 411,931 |
| 11. March 2016 | 607,655 | 411,931 |
| 12. June 2016 | 607,655 | 411,931 |
| 13. September 2016 | 0 | 290,775 |
| 14. December 2016 | | |
| 15. March 2017 | | |
| 16. June 2017 | | |
| 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 | 8/26/2015 |
| Contact Person, Title | Telephone Number | Date Prepared |

Comments:

| |
|--|
| |
|--|

TRANSFER REQUEST PARTICIPANT PLAN

Exhibit B

| |
|--------------------------------------|
| Local Area: Stanislaus County |
| Date: 9/21/2015 |

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 2015 | ADULT | DW | YOUTH |
|--|-------|-----|-------|
| 1. Registered Participants Carried in from PY 2014 | 279 | 117 | |
| 2. New Registered Participants for PY 2015 | 247 | 318 | |
| 3. Total Registered Participants for PY 2015 (Line 1 plus 2) | 526 | 435 | |
| 4. Exiters for PY 2015 | 316 | 261 | |
| 5. Registered Participants Carried Out to PY 2015 (Line 3 minus 4) | 210 | 174 | |

| PROGRAM SERVICES | | | |
|-----------------------------|-------|-------|--|
| 6. Core Self Services | 5,407 | 5,976 | |
| 7. Core Registered Services | 526 | 435 | |
| 8. Intensive Services | 526 | 435 | |
| 9. Training Services | 156 | 124 | |

| 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 | 228 | 204 | |
| 12A. Training-related | 103 | 92 | |
| 13. Remained with Layoff Employer | | 3 | |
| 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 | 15 | 14 | |

| | | |
|---------------------------|------------------|---------------|
| Adolph Lopez, Manager III | 209-558-6134 | 08/26/2015 |
| Contact Person, Title | Telephone Number | Date Prepared |

Comments:

| |
|--|
| Revised for Transfer of Funds Request- 9/01/2015 |
| |
| |
| |
| |

000001

**AGREEMENT #15-03
FOR
INDEPENDENT CONTRACTOR SERVICES**

This Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the **County of Stanislaus** ("County") and **Yosemite Community College District**, a Higher Education Agency ("Contractor" "MJC") as of January 5, 2016.

Recitals

WHEREAS, the County has a need for services involving the provision of cohort style training for manufacturing skills; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. **Scope of Work**

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2. **Consideration**

2.1 County shall pay Contractor as set forth in Exhibit A.

2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items

is the sole responsibility and obligation of Contractor.

6. Insurance

6.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement. "For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County, its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement."

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

6.3 The Contractor shall include County, its Officers, Directors, Officials, Agents, Employees and volunteers as Additional Insureds under the General Liability and Auto policy and shall supply specific endorsements for same. The Additional Insured endorsement under the General Liability policy will be the Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization ISO Form CG2010 with the current applicable revision date. The Additional Insured endorsement under the Auto Liability will be "where required by written contract".

6.4 The Contractor's insurance coverage shall be primary insurance regarding County and County's officers, officials and employees. Any insurance or self-insurance maintained by County or County's officers, officials and employees shall be excess of Contractor's insurance and shall not contribute with Contractor's insurance. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to County, its officers, directors, officials, agents, employees and volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Any available insurance proceeds in excess of the specified minimum limits required by this Agreement shall be available to County for defense and damages. The indemnity and insurance sections are stand alone and not dependent on each other for coverage limits

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

6.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

6.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

11.1. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11.2 Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Consultant shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

12. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement

without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County:

Stanislaus County Alliance Worknet
251 E. Hackett Road C-2
Modesto, CA 95358
ATTN: Kristen Santos

To Contractor:

Modesto Junior College
435 College Avenue
Modesto, CA 95350
ATTN: Marla Uliana

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.


21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

[SIGNATURES SET FORTH ON FOLLOWING PAGE]

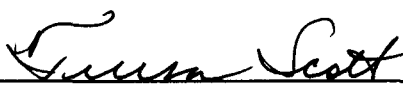
IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

By: 

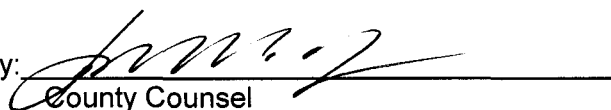
Kristen Santos, Director, Alliance Worknet
"County"

CONTRACTOR NAME

By: 

Teresa Scott, Executive Vice Chancellor
Yosemite Community College District
"Contractor"

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: 

County Counsel

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EXHIBIT A
Manufacturing Academy Independent Contract #15-03

A. SCOPE OF WORK

The Contractor shall provide services under this Agreement as follows:

1. PURPOSE:

The purpose for this agreement is to deliver a Manufacturing Academy, with a focus on Maintenance careers, which will prepare a skilled workforce to meet the demands of this vital industry in Stanislaus County. Each Academy is intended to train and increase sustainable employment for up to 24 individuals, and will occur at the Modesto Junior College (MJC) campuses of the Yosemite Community College District. WIOA participants shall not pay more than non-WIOA participants in the Manufacturing Academy.

2. OBJECTIVES:

Deliver the following courses that meet industry-identified skills requirements, and result in a California Community College/Modesto Junior College Certificate of Achievement in Manufacturing Technology (Interdisciplinary).

- a. Fundamentals of Electricity
- b. Electrical Safety
- c. Commercial & Industrial Welding
- d. Machine Shop 1
- e. Machine Shop 2
- f. Arc Welding
- g. MIG Welding
- h. TIG Welding
- i. Pneumatics & Hydraulics
- j. Troubleshooting

3. ELIGIBILITY PROCESS:

- a. Attend Academy Orientation
- b. Submit Academy Application
- c. Submit MJC Application
- d. Complete Alliance Worknet Eligibility Process
- e. Complete ACT WorkKeys Assessment
- f. Complete MJC Math & English Assessments
- g. Submit Drug Screen

4. ELIGIBILITY CRITERIA

- a. Assess into MJC MATH 70, or pass MATH 20
- b. Assess into ENGL 50

- c. Assess at ACT WorkKeys levels recognized by Manufacturing Industry:
Reading for Information- 4, Applied Math-4, Locating Information-4
- d. 2 Years of experience working in manufacturing recommended
- e. Ability to Pass Drug Screen
- f. Possess High School Diploma or Equivalent
- g. Possess Valid California Driver's License

5. INSTRUCTIONAL DELIVERY PROCESS:

- a. The MJC Manufacturing Academy will be offered through a Learning Community (Cohort) format, in the following manner:
 - i. Monday – Friday, Afternoon and/or evening classes
 - ii. Approximately 20 hours per week, for 2 semesters

6. PROGRAM RESPONSIBILITIES:

- a. **Modesto Junior College** will provide:
 - i. Training for up to 24 individuals
 - ii. Participant progress to AW case manager
 - iii. Logistical services of program, including facilities, faculty, equipment, and supplies
 - iv. Tracking of student attendance
 - v. Participation at program orientation
 - vi. Facilitation of MJC Application and Math and English Assessment sessions
- b. **Alliance Worknet** will provide:
 - i. Facilitation of program orientation
 - ii. Workkeys assessment
 - iii. Recruitment, screening and selection of appropriate participants by targeted start date
 - iv. Individual Supportive Services as needed throughout the program
 - v. Job Placement services upon successful completion of program

7. EXPECTED OUTCOMES:

Participants who successfully complete this contracted training will be prepared for maintenance careers in the Manufacturing and Logistics industries, and will be able to:

- a. Perform the measuring and calculating of voltages, currents, and resistance in circuits and the wiring application of typical industrial equipment.
- b. Perform typical machining, grinding, and threading operations within acceptable tolerances of general manufacturing procedures.
- c. Demonstrate proper set-up of Sheet Metal; Arc Welding (SMAW), Gas Welding (GMAW), and Gas Tungsten Arc Welding (TIG or GTAW) equipment and perform typical welding procedures according to general manufacturing codes and standards.

8. PARTICIPANT ATTENDANCE/OUTCOME REPORTING

Contractor will provide the following information to Alliance Worknet regarding the attendance and outcomes of program enrollees:

- a. Weekly attendance (excel running spreadsheet)
- b. 48 hour notification if a client is in danger of being dropped (phone and/or group email)
- c. Copies of the welding certifications within one week of receipt from certification entity
- d. Copy of the Academy completion certificate from MJC within one week of completion

9. MJC PROJECT TEAM:

- a. Marla Uliana (209) 575-6985 (Project Director)
- b. Michael Howen (209) 575-6595 (Project Specialist)
- c. Araceli Zarate (209) 575-6598 (Student Success Specialist)
- d. Randy Thoe (209) 575-6332 (Lead Faculty)

10. TERM OF AGREEMENT

The term of this agreement shall be January 5, 2016, to August 31, 2016.

B. COMPENSATION

The Contractor shall be compensated for the services provided under this Agreement as follows:

- 1. Contractor will be compensated on a lump sum basis as set forth in the scope of work dated January 5, 2016. The lump sum is for up to 24 program participants and is not to exceed \$226,800.00. Included in this cost is:
 - a. Any filing fees, permit fees, or other fees paid or advanced by the Contractor.
 - b. Expenses, fees or charges for parking, books, tuition, health fees, Academy uniform shirts (3 each) and registration fees for the college.
 - c. Invoices for contracted services may be submitted on or after the commencement date of the training services, January 11th, 2016.

- 2. Invoices shall be submitted to the following address:

Alliance Worknet
251 E. Hackett Rd C-2
Modesto, Ca 95358
ATTN: Fiscal Manager

- 3. The parties hereto acknowledge the maximum amount to be paid by the County for services provided under the term of this Agreement shall not exceed \$226,800.00 including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

STANISLAUS COUNTY
ELIGIBLE TRAINING PROVIDER AGREEMENT

ORIGINAL

Agreement Number: ETPA #16-01

1. This Agreement is entered into between Stanislaus County and the following named Contractor

CONTRACTOR NAME & ADDRESS: The Academy for Professional Development (APD),
144 Woodrow Avenue, Ste #1,

CITY, ZIP CODE 7 STATE: Modesto, CA 95350

BUSINESS TYPE: 501(c)(3) Non-Profit Private, for profit Public school agency
 Other(specify): _____

Corporation type (if applicable): _____

EDUCATIONAL ACCREDITATION OR LICENSING CATEGORY for ETPL ELIGIBILITY (Check all that apply):

- Title IV, Higher Education Act (offering associate degree, baccalaureate degree or certificate); WASC Other: _____
- National apprenticeship Act, approved by the Bureau of Apprenticeship and Training (BAT), with cert. of approval by the California Apprenticeship Council.
- Bureau of Apprenticeship and Training (BAT) offering on-the-job training, with certificate of approval by the California Apprenticeship Council.
- Accreditation by an institution recognized by the federal Department of Education; Institution: _____
- Approval by the Chancellor's Office of the California Community Colleges
- California Bureau for Private Post-secondary Education (BPPE); Approved Registered Exempt
- Other (specify) _____

2. The term of this Agreement is: Until terminated by either party per Exhibit C, Standard Terms, Section 4.

3. The maximum amount of payment under this contract: Unspecified, based on the number of participants, if any, referred to Contractor for training.

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

Exhibit A - Signatory Authority Form

Exhibit B - Service Statement: *Eligible Training Provider Agreement* dated December 30, 2015, plus Attachments

Exhibit C - *Standard Terms of Eligible Training Provider Agreements*, dated December 30, 2015

Exhibit D - *Individual Training Account* (Example document), Revised December 30, 2015

IN WITNESS WHEREOF, the parties have executed this Agreement on: Wednesday, January 13, 2016.
(Date)

CONTRACTOR

Contractor (Provider) Name: The Academy for Professional Development (APD)

By (Authorized Signature)



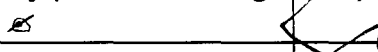
Printed Name and Title: **Jerame Ayers, President/CEO**

Mailing Address: **144 Woodrow Ave., Ste. #1
Modesto, CA 95350**

Contract Manager / Phone : **209-300-7822**

Department Name: **STANISLAUS COUNTY
Alliance Worknet (AW)**

By (Authorized Signature)



Printed Name, Title: **Kristen Santos, Director**

Mailing Address: **P.O. Box 3389
Modesto, CA 95383-3389**

DET Contract Manager:
Mr. John Egbikuadje, 209-558-2102

SIGNATORY AUTHORITY FORM
for
ELIGIBLE TRAINING PROVIDER AGREEMENT (ETPA)
Stanislaus County Alliance Worknet (AW)


TRAINING PROVIDER NAME AND ADDRESS:

The Academy for Professional Development (APD), 144 Woodrow Avenue, Suite #1, Modesto , CA 95350.

The following individuals are granted authority by the provider to sign official documents on behalf of the provider for the listed functions as indicated. *(Multiple names may be listed for each function.):*


1. Modifications or inputs/changes to State Eligible Training Provider List:

Printed Name(s) and Signature(s):

Jerame Ayers 

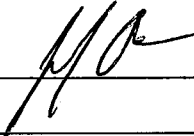
2. Invoices (Requests for payment):

Printed name(s) and Signature(s):

Jerame Ayers 


3. Customer Enrollment (ITA) Forms :

Printed name(s) and Signature(s):

Jerame Ayers 

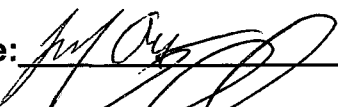

4. Supportive Service Requests (Sometimes used as a voucher to pay training provider for incidental student purchases):

Printed name(s) and Signature(s):

Jerame Ayers 

CERTIFICATION BY TRAINING PROVIDER EXECUTIVE AUTHORITY(S)

I (we) certify that the above named individuals have authority to sign official documents as indicated for the execution of the ETPA:

| | | |
|--|--------------------------------|--------------------------|
| Signature:  | Position: <i>President/CEO</i> | Date: <i>14 Jan 2016</i> |
| Signature:  | Position: <i>OPS MGR</i> | Date: <i>14 JAN 16</i> |
| Signature: _____ | Position: _____ | Date: _____ |

COUNTY OF STANISLAUS, ALLIANCE WORKNET
ELIGIBLE TRAINING PROVIDER AGREEMENT (ETPA)
SERVICE STATEMENT

December 30, 2015

The County of Stanislaus, Alliance Worknet (*County* or *AW*) and Contractor (*Provider*) hereby agree to provide training services to Workforce Innovation and Opportunity Act (WIOA)-eligible customers on the following basis:

1. Provider shall conduct training courses as presented in its *Course Catalog* and other published documents stating its policies and procedures, at the costs stated in the *State Eligible Training Provider List*, updating this information as needed through the means provided by the State of California.
 2. County may refer qualified, eligible customers to Provider for training services using the *Individual Training Account* (ITA, Exhibit D). County is not required by this agreement to refer any, nor a specific number of, customers to the Provider.
 3. County may refer WIOA customers to Provider for services only so long as Provider remains in good standing on the *State Eligible Training Provider List*.
 4. Provider will meet the program requirements presented in the *Standard Terms of Eligible Training Provider Agreements* (Exhibit C).
 5. In the event that Provider fails to comply with any part of this agreement, or COUNTY discovers serious safety deficiencies or other conditions that place students at risk, COUNTY may impose a temporary "hold" (discontinuance) on the referral of new students.
 6. Provider shall submit to County a list of all officers and agents authorized to sign this *Agreement*, modification requests and modifications to add or remove a course or program, invoices for payment, reports, or supportive service requests. Each person so named shall sign County's *Signatory Authority Form for WIOA Eligible Training Provider Agreement* (Exhibit A). Provider will update the *Signatory Authority Form* upon request from County.
 7. The *WIOA* and applicable *Federal Regulations*, *State Laws* and *Directives*, and local ordinances and policies are, by reference, made a part of this agreement.
 8. Provider and County agree that all provisions of this *Agreement* shall remain in force until all AW referred students have completed training and post-training activities, or until the *Agreement* is terminated per Section 4.3 or 4.4 of the *Standard Terms of Eligible Training Provider Agreements* (Exhibit C), whichever occurs later.
 9. Provider will supply AW with copies of its current school catalog in numbers ample for the school's projected usage by AW staff and customers (a maximum of five). When the catalog is updated, reissued, etc., Provider will forward a minimum of one copy to AW / Contracts and Planning Unit.
-

Stanislaus County
Alliance Worknet AW)

STANDARD TERMS
OF
ELIGIBLE TRAINING PROVIDER AGREEMENTS

12/30/2015

CONTENTS

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DEFINITIONS

| <u>Term</u> | <u>Definition</u> |
|---|--|
| <i>Agreement</i> | Eligible Training Provider Agreement (ETPA) |
| County, AW | The Stanislaus County Alliance Worknet (AW), is responsible for carrying out employment and training activities funded under WIOA; the referring agency under this Agreement. |
| Customer, Student, Participant or Trainee | A WIOA-eligible person referred by County to Provider for enrollment; the recipient of training services through this agreement. |
| CFR | Code of Federal Regulations |
| NPRM | Notice of Proposed Rule Making |
| SCCRC | Standard Conditions of Cost Reimbursement Contract |
| SCC | Stanislaus County Code |
| DOL | The Federal Department of Labor |
| <i>Eligible Training Provider List (ETPL)</i> | The statewide list of eligible providers of training services from all Workforce Development Areas. A program customer can choose to be trained by any entity named as an eligible training provider on the list (WIOA 122(e)(4)). For further description, see above. (The ETPL is on the worldwide web at; http://etpl.edd.ca.gov/ or www.ca-etpl.com) |
| Individual Employment Plan, IEP | This document, prepared in customer consultation with the One-Stop Career Services Planner, describes the customer's long- and short-term career goals and the means for their attainment. No training services are to be provided unless they are found in the person's IEP and are a consequence of the IEP. |
| Individual Training Account, ITA | The specific customer-referral document that states the terms of training services to be given and the amount to be paid for those services. |
| Local Workforce Development Board, LWDB | Governing board (and their administrative arm) that conducts oversight and administration of local WIOA employment and training activities and programs within a specified area or region. |
| Provider, Training Provider | The CONTRACTOR; the source of training services; an entity found on the County and State Eligible Training Provider list. A postsecondary educational institution, apprenticeship program operator, or other training Provider found eligible by their LWDB and the State, then placed on the local and statewide Eligible Training Provider List. An Eligible Training Provider may be a governmental, not-for-profit, for-profit, or other private organization. |
| Scope of Work | Refers to training activities and/or courses to be provided under each ETPL approved program as provided in the School's Catalog. |

| | |
|------------------------------|--|
| Regulations, Public Law (PL) | Public Law (PL) PL 113-108; 20 CFR 603-688; 80 FR 20689; Workforce Innovation and Opportunity Act (WIOA) 2014; Notice of Proposed Rule Making (NPRM) 4/16/2015 |
| State | The State of California |
| WIOA, The Act, or Act | The Workforce Innovation and Opportunity Act of 2014 |

1. TRAINING CONDITIONS AND ADMINISTRATION

- 1.1. Confidentiality: Records concerning program customers shall be generally available to the public except for records of which disclosure would constitute a clearly unwarranted invasion of privacy (*WIOA* § 185(a)(4) and 185(c). Without customer or applicant written permission, such information may be given only as needed for purposes related to the performance or evaluation of the *Individual Training Account(s)*.
- 1.2. Discrimination: Provider services shall be generally available to persons determined by County to be eligible for such services (*WIOA* § 188(a)(5). No program customer shall be discriminated against in any way because they are Workforce Innovation and Opportunity Act program customers (20 CFR § 682.285).
- 1.3. Drug-free environment: Provider shall maintain a drug-free environment (29 CFR Part 98), 20 CFR § 683.200(d). Provider shall notify County within five working days of the discovery of, or conviction for, customer drug abuse.
- 1.4. Fee for services: No person shall be charged a fee for placement or referral in, or to, a workforce investment activity. *WIOA* § 194(5)
- 1.5. Instructional materials: All instructional goods, supplies, books, and materials needed for each training program will be –
 - Available in such quality and quantity that the highest standards of training and service are met throughout training.
 - Provided at no cost to the customer (other than as listed on the ITA).
 - Identified in the *Individual Training Account* prior to its signing.
- 1.6. Nepotism: Provider shall not place any customer in a position in which a close relative or person of close special interest is in authority over that customer in regard to training, services, or job placement (20 CFR 683.200).
- 1.7. Political activity/Lobbying: Provider shall not use a program customer for any political activity to influence lawmaking or for or against any candidate for political office (*WIOA* § 195; (20 CFR § 200 (e); (29 CFR 93.110). Governmental agency providers will also comply with the Hatch Act.
- 1.8. Religious activity: The training of participants in sectarian activities is prohibited. (A participant may be trained or employed in the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship if the organization operating the facility is part of a program or activity providing services to participants (*WIOA* § 188(a)(3); (20 CFR 683.285).
- 1.9. Safe and healthy training environment: All training will meet all applicable safety requirements. *WIOA* § 181(b)(4); (20 CFR 683.280, 688.720)
- 1.10. Training impedance notification: If events occur that materially affect the execution of this *Agreement*, the first party aware of it shall notify the other(s) and, if appropriate, the customer(s), in writing within five working days of awareness. This includes, but is not limited to, any change or foreseen change in customer status such as:
 - Program exit.
 - Completion of training or other training status change.
 - Placement in employment.

2. **FINANCIAL PROVISIONS**

2.1. Billing and payment -

- Provider may invoice for training services (provided to customers) using Provider's normal billing schedule (but no earlier than the first day of training) or on a date negotiated otherwise.
- County is not responsible for, and will not honor, invoices received more than 90 days after the date that an Individual Training Account training ends.
- County will make payment within forty-five (45) days after receiving the invoice.
- Provider may request (in writing) earlier payment showing justification in extraordinary circumstances. County may give approval on a case-by-case basis.

2.2. Funding change: If WIOA or other Provider funding changes impact the execution of this *Agreement*, the first party aware of them shall immediately notify the other. County and Provider shall then determine if this *Agreement* shall be maintained, modified, or terminated.

2.3. Refunds of tuition payments: Provider will not make refund payments to County-sponsored participants/students. Unless required otherwise by their accreditation or licensing authority, the Provider shall refund, to County, previously paid tuition (as shown on the ITA and invoice) for training not attended by a County-sponsored participant using the following procedures:

- (a) When Alliance Worknet Business and Career Services (AW-BCS) staff learns an ITA refund is due to the department he/she will enter all applicable data on the ITA Refund Worksheet (BPPE form) and forward to AW Financial and Data Services (FACT) Unit for processing.
- (b) FACT staff has 3 business days to review the worksheet and email the Business Services Staff to let them know if their calculations are approved.
- (c) Once BCS receives a confirmation email from Fiscal Unit staff or 3 business days pass, they will send the refund worksheet to the training vendor to request the refund. They will also give a copy of the worksheet to their supervisor for de-obligation of remaining funds in the ITA account.
- (d) Approved Refund Calculation Worksheet will be filed in the customer file. FACT staff will use the DETNET reports to balance when receiving invoice/refund.
- (e) BCS staff will narrate the reason for de-obligation in DETNET.
- (f) BCS staff will change status in JTA and DETNET.

- (a) Deduct the registration fee (if any) -not to exceed seventy-five dollars (\$75), if any, from the total amount of "Tuition" (as indicated on the ITA and invoices) previously paid by County to Provider.
- (b) Divide this figure (calculated in line a) by the number of hours in the complete program.
- (c) The quotient is the hourly charge for the program.
- (d) The amount owed by AW (for purposes of calculating the refund) is derived by multiplying the total hours that the student attended the program by the hourly charge for instruction.
- (e) The refund amount equals the amount previously paid by AW that is in excess of (minus) the figure derived above (line d).

2.4. Withhold of payment policy: County may suspend or terminate this *agreement* and/or not make payment if Provider is in default of performance or breach of this *Agreement* or an *Individual Training Account*. In case of suspension, County may resume payment on schedule after County determines that the conditions that halted payment have been corrected.

3. RECORDS AND DOCUMENTS

3.1. Report and Records Policy: Provider shall submit all requested information to County in the required format and required schedule. Provider shall -

- Collect and provide to County and the State data on all participants, including social security numbers, as required to maintain subsequent eligibility on the *Eligible Training Provider List*. (See § 7 of this document).
- Give access to Federal and State officers, agents, employees, or independent auditors also to examine and audit all records and materials related to customer training (WIOA § 185(a)(1) and (f). All such auditors and monitors may make copies, excerpts, or transcripts of these records.
- Forward all requested records or copies of records to County within three (3) working days after County requests them. In the event of a hearing to determine whether Provider is engaging in, or has engaged in, unlawful practices, including discrimination, County may require that certified copies be made available.

3.2. Record retention: Provider shall –

- Maintain sufficient records on each separate program customer that support all data submissions to the State and County (WIOA Section 185). Record must be maintained for a minimum of three years after the program customer completes (or terminates) training. Upon request, Provider shall immediately inform County on the current location of such records (This three year retention clock begins when: (1) the participant record is no longer included in any quarterly or annual reportable outcome, and (2) any issues (e.g., audit findings, monitoring findings, single audit findings, unresolved costs, investigations, DOL issues, etc.) have been resolved)). Retention of program records should include, but not be

limited to: financial/fiscal records, participant files and essential and necessary documentation pertaining to WIOA-funded contract or training Agreement. (WIOA Section 116; 20 CFR § 185 (a)(3); SCC § 9; SCCRC § 3)

- 3.3. Provider shall insure that the information about their training institution and programs stored on the State Eligible Training Provider List (ETPL) is kept current and accurate by submitting any changes to the Local Workforce Development Board that originally processed their applications for listing on the ETPL.
- 3.4. Provider understands that the performance of AW-referred students (completion rate, employment rate, average wages, etc.) and tabulated information on the satisfaction of students regarding their training and employability, is public information and may be shared with AW staff, customers and the public (WIOA Section 122).

4. DISPUTE RESOLUTION AND AGREEMENT TERMINATION

- 4.1. Provider's customer grievance and appeal procedure: Provider's published grievance or complaint resolution policy and procedure shall be followed. If the customer is not satisfied with the results, appeal may be made using Provider's appeal procedure. Further appeal may be made to County using County's procedure or to agencies of the State of California using applicable procedures. Provider shall provide County a copy of their grievance or complaint resolution and appeal procedure upon request.
- 4.2. Dispute between Provider and County: In a dispute between Provider and County, Provider may appeal an adverse decision in writing to the AW Director using AW's procedure, which provides for further appeal in a timely manner in case of an adverse decision.
- 4.3. Suspension or termination of *Agreement*: Either County or Provider may terminate or suspend this *Agreement* and/or any specific *Individual Training Account* for any reason in whole or in part with ten working day's written notice given to the other party(s). In extreme circumstances (as determined by either or both parties) this *Agreement* may be suspended or terminated immediately upon notice to the other party.
- 4.4. For safety violations or failure to perform: The *Agreement* and any active *Individual Training Accounts* may be suspended immediately for 15 working days or until the conditions are resolved, whichever comes first. If the conditions are not resolved, the *Agreement* shall be terminated.
 - 4.4.1. Convenience: County and Provider both have an unrestricted right to terminate this *Agreement* and/or any specific *Individual Training Account* in whole or in part for their sole convenience upon written notice given at least ten (10) working days prior to the effective date of termination.
 - 4.4.2. Cause: County may suspend or terminate the *Agreement* and/or *Individual Training Account* Provider payment if Provider is in default of performance or breach of this *Agreement* or an *Individual Training Account*. In case of suspension, Provider may resume services after County determines that conditions that caused the suspension have been corrected.
 - 4.4.3. Lack of funds: see § 2.2, above.
 - 4.4.4. Failure to Perform: County may suspend or terminate the *Agreement* and/or *Individual Training Account* if Provider fails to meet performance standards established by Federal,

State or local WIOA authorities (WIOA § 122(b)(1)(A) & 122(b)(2)(A) or is otherwise removed from the state Eligible Training Provider List.

4.5. Payment Resolution: In case of suspension, in whole or in part, or termination of this *Agreement* and/or an *Individual Training Agreement*, Provider may request County in writing for modifications that allow equitable payment to provide any remaining *Individual Training Account* services. County makes no guarantee of request approval.

4.5.1. After termination, Provider shall submit any final claim for specific *Individual Training Account* services. Unless otherwise specified in writing, County is liable only for payment for satisfactory services prior to the termination date.

4.5.2. County will calculate the amount due to Provider taking into account *payments already made on any specific Individual Training Account accounts and the amount due on any claim remaining in connection any other Individual Training Account(s)*.

4.5.3. *Provider may appeal a termination or Individual Training Account final payment determination within one year of the termination or determination notice date using County's procedure.*

5. **AUDIT RIGHTS AND REQUIREMENTS WIOA Section 184(a)(4)**

General Audit Requirements for Providers: The following audit requirements shall be met (*OMB Title 2 CFR 200*)

- A governmental entity: No audit is required unless the entity is already subject to OMB Title 2 CFR 200
- A nonprofit entity: No audit is required unless the nonprofit entity is already subject to OMB Title 2 CFR 200
- Commercial contractors (private, for-profit) and private organizations: No audit is required unless the entity is a direct recipient of Federal funds in the amount of \$750,000 or more.

6. **CUSTOMER REFERRAL**

6.1. Provider referral of potential WIOA candidates to County for employment and training services: Provider may refer potential program customers to County for WIOA services, but County is not required to refer these persons back to Provider.

6.2. Referral disclaimer and "referral hold": County is *not* required to refer either any, or a particular number of customers to Provider for training. County also has the right to suspend or terminate the referral of new students to Provider for *any* reason such as, but not limited to;

- Lack of local jobs in the fields for which training is available.
- Other labor market reasons.
- Failure of Provider to correct monitoring findings.
- Serious customer complaints.

7. **ELIGIBLE TRAINING PROVIDER LIST DATA**

7.1 Provider will ensure that accurate, up-to-date information about their institution and programs is listed on the State ETPL by notifying their LWIB of any and all changes as soon as possible after they occur. Provider recognizes that it is their responsibility to

maintain accurate ETPL information, and that inaccurate information may negatively impact the process of County referrals of students.

- 7.2 Upon expiration and subsequent renewal of Provider's institution and/or program accreditation or licensing, Providers located within Stanislaus County will provide copies of renewal documentation (certificates, letters, etc.) to County. Such documentation must clearly indicate that the Provider is authorized to present the training at their Stanislaus County location.
- 7.3 To retain eligibility (as a WIOA Eligible Training Provider), Provider will cooperate in the process of subsequent eligibility and, if not already doing so, will immediately begin collecting and tabulating the following performance data for each of its training programs WIOA Section 122(b).
 - 7.3.1 Participant Universe: Total number of all participants/students exiting the program.
 - 7.3.2 Average hourly wage at placement: The average hourly wage at placement of all individuals who participated in the program.
 - 7.3.3 Program Completion Rate: The successful completers of the program divided by the "Participant Universe".
 - 7.3.4 Entered Employment Rate: The number of student who obtained unsubsidized employment divided by the "Participant Universe".
 - 7.3.5 Skill/Credential Attainment Rate: The number of completers who attained the expected skill sets and/or credentials divided by the total number of completers.
 - 7.3.6 Retention Rate: The number of participants who remained employed at the end of a specified period divided by the number of participants who were employed at the beginning of the period.
- 7.4 Provider will report performance information collected (per 7.1 above) to County, their Local Workforce Development Board or State upon request, and will be able to provide such information as is applicable within requested "begin" and "end" dates.
- 7.5 The Governor, or the Local Workforce Development Board, may require Provider to submit, under Subsection other verifiable program-specific performance information to determine continued eligibility [WIOA § 122(d)(2)(B)].

8. CERTIFICATION OF INSURANCE

- 8.1 Provider will carry insurance at the levels and with the coverage specified in section 9.5.1.
- 8.2 Provider's insurance carrier will provide County with original certificates (and riders when applicable) showing the following:
 - 8.2.1 Levels of coverage as specified in section 9.5.1.
 - 8.2.2 The name of the training provider as shown on the ETPL.
 - 8.2.2 The physical address of the Provider's training institution where training of County- referred participants will take place.
 - 8.2.3 Named as additional insured; "Stanislaus County, its Officers, Directors, Officials, Agents, Employees and Volunteers"
 - 8.2.4 Named as certificate holder;
"Stanislaus County, its Officers, Directors, Officials, Agents, Employees and Volunteers"

8.3 Provider will communicate the above requirements to their insurance carrier for compliance with 8.2 above.

9. COUNTY OF STANISLAUS STANDARD CONTRACT CONDITIONS

The following provisions, applicable to *AW Eligible Training Provider Agreements*, are required by the County of Stanislaus and are extracted from the document "*Standard Contract Conditions*", Long Form, 8/21/00. References to the source document ("SCC") are shown in brackets.

9.1. Description of Work

- 9.1.1 **Work To Be Performed.** The Contractor shall provide work or services as described in the Scope of Work (School Catalog) and, if the Contractor has submitted a work proposal, the Contractor shall provide work or services in accordance with that proposal, which shall be attached to and, by this reference, made a part of the Agreement. In the event that any provision or description of work in the Contractor's proposal conflicts or is inconsistent with any similar provision or description of work described in the Scope of Work the Scope of Work shall prevail, control or otherwise have precedence. [SCC, §1.1]
- 9.1.2 **Contract Manager.** Each party shall designate in writing a contract manager who shall be the day-to-day representative for administration of this Agreement, and, except as otherwise specifically provided, shall have full authority to act on behalf of the respective party with respect to this Agreement. The County Department Head, or designee, or the Board of Supervisors, may also perform any and all acts which could be performed by the contract manager under this Agreement. [SCC, §1.2]
- 9.1.3 **Work Product.** All documents, such as catalogs, training outlines, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work, which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. [SCC, §1.4]
- 9.1.4 **Compliance with Laws.** Services and work provided by the Contractor will be performed in a timely manner in compliance with the requirements and standards established by applicable federal, state and county laws, ordinances, regulations and resolutions. [SCC, §1.5]

9.2. Compensation

- 9.2.1 **Other Compensation.** Contractor shall not be entitled to nor receive compensation in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever. [SCC, §2.6]

- 9.2.2 Taxes. County will not withhold any Federal or State income taxes or Social Security tax from any payments to Contractor. The Contractor, not the County, has the sole responsibility to promptly pay all taxes and other assessments levied on any payments made to the Contractor. [SCC, §2.7]
- 9.2.3 Payment to subcontractors and Suppliers. Pursuant to Penal Code section 484b and to Business and Professional Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made the by Contractor to Subcontractors, suppliers and material men shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement. [SCC, §2.8]
- 9.3. Licenses, Certificates and Permits. Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work under the Agreement must be procured and maintained in full force and effect during the term of the Agreement at the Contractor's sole cost and expense. [SCC, §4]
- 9.4. Office Space, Supplies, Equipment, Etc. Unless otherwise provided in anther exhibit to the Agreement, the Contractor shall provide at its sole cost and expense, all office space, supplies, equipment, vehicles, reference and other written materials, and telephone service as is necessary for Contractor to provide the services under the Agreement. [SCC, §5]
- 9.5. Insurance
- 9.5.1 Required Insurance. Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:
- (a) General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.
- If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act of omission by CONTRACTOR under this Agreement or the general aggregate limit shall be twice the required occurrence limit. [SCC, §6.1(a)]
- (b) Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000.000) per incident or occurrence. [SCC, §6.1(b)]
- (c) Workers' Compensation Insurance. Workers' Compensation Insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the

provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement. [SCC, §6.1(c)]

- 9.5.2 Deductibles. Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement. [SCC, §6.2]
- 9.5.3 Additional Insured. The Contractor shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of the Contractor; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor, and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor. [SCC, §6.3]
- 9.5.4 Primary & Separate Coverage. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance. [SCC, §6.4]
- 9.5.5 Reporting. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers. [SCC, §6.5]
- 9.5.6 Notice of Cancellation. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including,

without limitation, any reduction in coverage or in limits of the required policy or policies. [SCC, §6.6]

- 9.5.7 Rating. Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A shall be acceptable to the County; lesser ratings must be approved in writing by the County. [SCC, §6.7]
- 9.5.8 Subcontractors. Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include the subcontractors as additional insureds under its insurance policies. [SCC, §6.8]
- 9.5.9 Proof of Insurance. At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance and with original endorsements establishing coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time. [SCC, §6.9]
- 9.5.10 Insurance Limits. The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance. [SCC, §6.10]
- 9.6. Defense and Indemnification. To the fullest extent permitted by the law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. [SCC, §7]
- 9.7. Status of Contractor. All acts of Contractor and its officers, employees, agents, representatives, subcontractors relating to the performance of the Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Except as otherwise expressly provided in the Agreement, Contractor has no authority to bind or incur any obligation on behalf of County or to exercise any rights or power vested in the County.
No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employee-employer relationship or a joint venture. [SCC, §8]

- 9.8. Record and Audit. Contractor shall maintain sufficient records on each separate program customer that will support all data submissions to the State and COUNTY (WIOA §185(a) (3). Training provider shall maintain and keep all writings, documents and records prepared or compiled in connection with the performance of this Agreement. Contractor shall store the records for the shorter of a period of four (4) years following the satisfaction of post-program audit requirements or notification by COUNTY (29 CFR 97.42 and 29 CFR 95.53).
- 9.9. Nondiscrimination. During the performance of this Agreement, Contractor, its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. Contractor and its subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code, § 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations. [SCC, §10]
- 9.10. Assignment. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County. [SCC, §11]
- 9.11. Amendment and Modification. The Agreement may be amended by the mutual written consent of the parties; provided, however, the County may, at any time, without notice to any sureties, by written order designated or indicated to a "contract modification," make any change in the work to performed under this Agreement so long as the modified work is within the general scope of work called for by this Agreement, including but not limited to changes in the specifications or in the method, manner or time of performance of work. If the Contractor intends to dispute the change, the Contractor must, within ten (10) days after receipt of a written "contract modification," submit to the County a written statement setting forth the disagreement with the change. [SCC, §12]
- 9.12. Waiver of Default. Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below. [SCC, §14]
- 9.13. Notice. Any notice or communication regarding Agreement that a party is required or may desire to make shall be in writing and may be personally served or sent by prepaid first class mail to the respective parties at the address set forth on the signature page of this Agreement. Notice is deemed received upon deposit in the mail. [SCC, §15]
- 9.14. Conflicts. Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement. [SCC, §16]

- 9.15. Entire Agreement. The Agreement supersedes any and all other Agreements, either oral or in writing, between any of the parties and contains all the Agreements between the parties with respect to the subject matter of the Agreement. No other Agreement, statement or promise not contained in this Agreement shall be valid or binding. [SCC, §17]
- 9.16. Advice of Attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice. [SCC, §18]
- 9.17. Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement. [SCC, §19]
- 9.18. Governing Law and Venue. This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California. [SCC, §20]

Stanislaus County Alliance Worknet (AW)
 Training Purchase Order
Individual Training Account (ITA)

Eligible Training Provider: _____
 Training Program: _____
 Training Location: _____
 Telephone: _____
 Provider Contact Person: _____
 School: _____
 Funding Source: _____

ITA # _____

This purchase order authorizes payment on a fixed-fee basis for training provided only to:

Student/Trainee: _____ SSN: _____
 Training Start Date: _____ Estimated Training End Date: _____
 Financial Aid Coordination (including Pell) Required: No

Cost Schedule

Term _____ Term Start Date _____ Term End Date : _____

| Tuition Cost: | Amount | Comments |
|------------------------|---------------|--|
| Instruction | \$0.00 | |
| Fees | \$0.00 | |
| Expenses | \$0.00 | |
| Sub Total Tuition Cost | \$0.00 | |
| -Non-WIOA Funding | (\$0.00) | |
| Term Total | \$0.00 | Sum of instruction, fees and expenses minus non-WIOA funding for this term |

Total Tuition Cost \$0.00 All Terms

You are hereby authorized to bill the Stanislaus County Alliance Worknet up to the amounts stated in the Schedule for this Individual Training Account. Please bill at: ATTN: Alliance Worknet Fiscal, P.O. Box 3389, Modesto CA 95353-3389. See ETPA agreement at section 2.1.

Workforce Consultant

Program Manager

Signature

Date

Signature

Date

Trainee

I accept and agree to the terms of this Agreement, including Financial Plan and Program Catalog requirements.

Eligible Training Provider

TRAINEE is accepted for training under the terms specified in this Training Purchase Order (ITA # _____) including the financial plan, institution catalog requirements, and listed schedule(s). I've confirmed the above listed costs as true and accurate.

Signature

Date

Signature

Date



**FIRST AMENDMENT TO AGREEMENT #922-15, "PROJECT YES"
BETWEEN
COUNTY OF STANISLAUS
AND
CERES UNIFIED SCHOOL DISTRICT**

Reference is made to the WIOA Agreement #922-15 (the "Agreement") dated as of July 1, 2015 by and between the County of Stanislaus ("County") and Ceres Unified School District ("Contractor").

WHEREAS, the parties have agreed to change the contract parameters;

WHEREAS, Exhibit A, section 12 of the Agreement allows the contract to be amended or modified;

WHEREAS, County has need of services related to the provision of a youth program, and Contractor has the ability to provide those services to a specific population of youth;

WHEREAS, Ceres Unified School District's Project YES is able to provide said services;

WHEREAS, funds obligated to Project YES in program year 2014-15 were not expended and the Youth Advisory Council has decided to re-obligate those funds to Project YES for program year 2015-16;

NOW THEREFORE, the parties hereby agree as follows:

1. Exhibit B Section 2.1 is amended to state "...to provide WIOA program services to 148 new youth clients (118 out-of-school youth and 30 in-school youth) in the regular program...".
2. Exhibit C, is amended to add \$23,331 in funds to this Agreement. \$973.97 of those funds shall be incorporated in the Direct Client Benefit category, \$10,975.69 shall be added to the Operations category, and \$11,381.34 shall be added to the Client Training category as shown in the attached Expense Summary.
3. Title Page of this agreement is amended to reflect the total Amount of this agreement as \$691,880 Regular Program.
4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Stanislaus County has executed this First Amendment on the 21st day of October, 2015.

COUNTY OF STANISLAUS

CERES UNIFIED SCHOOL DISTRICT

By:

Kristen Santos, Alliance Worknet Director
"County"

By:

Scott Siegel, Superintendent,
Ceres Unified School District
"Contractor"

ORIGINAL

**AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES
July 1, 2015 through June 30, 2016
(Alliance Worknet Agreement 15-01)**

This Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and 4 U I SIGN SERVICES ("Contractor"), a California limited liability corporation ("Contractor"), as of July 1, 2015.

Recitals

WHEREAS, the County has a need for services involving interpretation for hearing impaired customers and clients; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2. Consideration

2.1 County shall pay Contractor as set forth in Exhibit A.

2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement

benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. County is not obligated to reimburse or pay

Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6. Insurance

6.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement. "For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County, its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement."

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

6.3 The Contractor shall include County, its Officers, Directors, Officials, Agents, Employees and volunteers as Additional Insureds under the General Liability and Auto policy and shall supply specific endorsements for same. The Additional Insured endorsement under the General Liability policy will be the Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization ISO Form CG2010 with the current applicable revision date. The Additional Insured endorsement under the Auto Liability will be "where required by written contract". All Insurance policies will include a Waiver of

Subrogation in favor of County.

6.4 The Contractor's insurance coverage shall be primary insurance regarding County and County's officers, officials and employees. Any insurance or self-insurance maintained by County or County's officers, officials and employees shall be excess of Contractor's insurance and shall not contribute with Contractor's insurance. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to County, its officers, directors, officials, agents, employees and volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Any available insurance proceeds in excess of the specified minimum limits required by this Agreement shall be available to County for defense and damages. The indemnity and insurance sections are stand alone and not dependent on each other for coverage limits

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

6.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

6.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as

required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

11.1 During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11.2 Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Consultant shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

12. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County:

Stanislaus County Alliance Worknet
Attention: Steve Hopkins, Program Manager
PO Box 3389
Modesto, CA 95353-3389

To Contractor:

4 U I SIGN Interpreting Services, LLC
Attention: Fred L. Hegwood
2604 Kidd Avenue
Modesto CA 95358

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements,

promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

[SIGNATURES SET FORTH ON FOLLOWING PAGE]

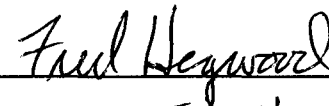
ORIGINAL

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

CONTRACTOR NAME

By:  _____

By:  _____

Kristine
Kristine Santos, Director
Stanislaus County Alliance Worknet

Printed name: FRED HEGWOOD

"County"

Title: AGENT

"Contractor"

APPROVED AS TO FORM:
John P. Doering, County Counsel

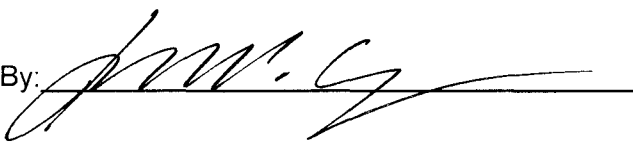
By:  _____

EXHIBIT A
to
Agreement for
Independent Contractor Services
 (Alliance Worknet Agreement #15-01)

I. Scope of Work:

Contractor shall provide services as follows:

- A. Interpretation services for County hearing impaired clients as scheduled by County.
- B. Cancellations of scheduled appointments by County with at least twenty-four (24) hours advance notice will not be subject to any charge by Contractor.
- C. Contractor shall notify County if a client misses a scheduled appointment.
- D. County retains ultimate responsibility for identifying and authorizing persons served under this Agreement. Services not authorized by County will not be reimbursed.
- E. Contractor shall maintain a service log showing dates, times, hours, client name(s), mileage and locations of services, which will be used for billing purposes.

II. Insurance:

- A. County shall waive the Contractor's General Liability Insurance requirement set forth in Section 6.1.1 of the body of this Agreement.
- B. County shall reduce the Contractor's Automobile Liability Insurance requirement from \$1,000,000 to \$300,000 as set forth in Section 6.1.2 of the body of this Agreement.
- C. County shall waive the Contractor's Workers' Compensation Insurance requirement set forth in Section 6.1.3 of the body of this Agreement.

III. Compensation:

Contractor shall be compensated for the services provided under this Agreement as follows:

A. Costs:

- 1. The maximum amount of this Agreement for the period July 1, 2015 through June 30, 2016, shall not exceed \$2,500. County funds, up to this amount, will purchase any combination of the following units of service at the rates shown:

| Types of Notice | Description | Rate of Pay |
|----------------------------|--|--------------------|
| Advance Notice Day | Assignment Monday-Friday, excluding holidays, between 8:00 AM and 4:59 PM | \$75, per hour |
| Advance Notice Evening | Assignment Monday-Friday, excluding holidays, between 5:00 PM and 11:59 PM | \$100, per hour |
| Emergency Day Short Notice | Assignments Monday-Friday, excluding holidays, between 8:00 AM and 4:59 PM | \$85, per hour |

| Types of Notice | Description | Rate of Pay |
|--------------------------------------|---|--------------------|
| Evening | Assignments Monday-Friday, excluding holidays, between 5:00 PM and 11:59 PM | \$125, per hour |
| Late Night, Emergency Night | Assignments between 12:00 AM-7:59 AM, including weekend and holidays. | \$150, per hour |
| Weekends and Holidays Short Notice | Assignments on Saturdays, Sundays or holidays | \$150, per hour |
| Weekends and Holidays Advance Notice | Assignments on Saturdays, Sundays or holidays | \$125, per hour |
| Legal Rates Advance Notice | Assignments occurring between 8:00 AM and 4:59 PM | \$200, per hour |

- a. Mileage driven at Contractor's expense in connection with services performed under this agreement shall be reimbursed by County to Contractor at the prevailing County rate.
 - b. County shall provide written notice of cancellation at least 24 hours in advance (by email and fax) of the scheduled service during normal business hours. Email address is fhegwood@4uisign.com or fhegwood@sbcglobal.net. Fax number is 209-589-2184. Cancellations made by County with less than twenty-four (24) hour advance notice shall be subject to two (2) hour per unit of service charge.
 - c. Contractor shall be compensated a two (2) hour minimum unless requested service is cancelled with twenty four (24) hour advance notice.
 - d. Advance Notice is 72 hours or more prior to assignment.
 - e. Short notice less than 72 hours prior to assignment.
 - f. Assignments are billed in full hour increments.
- B. Contractor shall make no charge to County's Clients.
- C. This Agreement shall be effective July 1, 2015, through June 30, 2016.
- D. Contractor agrees that the costs to be charged to County for contracted services for the term of this Agreement includes all allowable Contractor costs, both indirect and direct, relative to the services provided under this Agreement.
- E. County shall not be required to purchase any definite amount of services nor does County guarantee that Contractor will be reimbursed for any minimum amount of hours.
- F. Billings:
- 1. Contractor shall submit invoices along with a copy of the service log (per I. E. above) to County within twenty (20) days following the end of each month in which services were performed, or charges were otherwise incurred, under this agreement. No invoice is required for months in which no service and no charges were incurred.

Contractor shall submit invoices to:

Stanislaus County Alliance Worknet, FACT Unit
P.O. Box 3389
Modesto, CA 95353-3389

2. The service log submitted with the invoice shall include the following: type and date of service, clock hours of the service(s), total number of hours of service billed, billing rate(s), client name(s), and total due.

G. Payments:

1. If the conditions set forth in this Agreement are met, County shall pay in full, within 30 days of the date each invoice is approved by the County, (less any credit due County for adjustments of prior billing).
2. County will not pay for unauthorized services rendered by Contractor or for the claimed services which County monitoring shows have not been provided as authorized.
3. County retains the right to withhold payment on disputed claims.

COPY

Madera County Workforce Investment Corporation

SERVICES CONTRACT

AMENDMENT #1

Stanislaus County

251 E. Hackett Road C-2

Modesto, CA 95358

(209) 558-2109

SEP 17 2015

Amendment #1

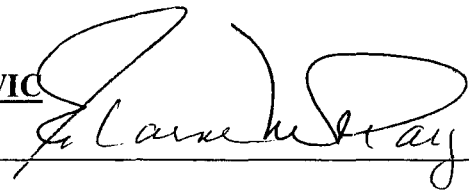
This Contract Amendment #1, is made and entered into this 8th day of September, 2015, by and between the **Madera County Workforce Investment Corporation**, hereinafter referred to as MCWIC, and **Stanislaus County**, hereinafter referred to as Contractor.

Amendment to contract includes:

1. Increase in contract amount by \$13,106.00, reflecting new contract total of \$400,306.00.
2. Increase in participant enrollment count by 3, reflecting a new total participant plan enrollment of 94.

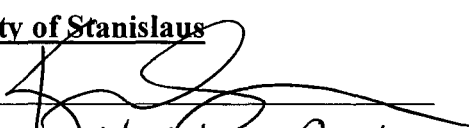
Revised budget and participant plan attached.

IN WITNESS WHEREOF: This contract amendment is executed in the State of California, County of Madera, by and on behalf of the parties hereto, the day, month, and year first written above.

MCWIC
By: 

Date: 9-16-15

Elaine M. Craig, Executive Director

County of Stanislaus
By: 
Print Name: Kristen Santos
Print Title: Director

Date: 9/21/15

APPROVED AS TO LEGAL FORM

By: _____
Print Name: _____
Print Title: _____

Date: _____

Re-Allocation of Kings County original contract amount. Participant counts also re-allocated based on increased \$\$.

| CENTRAL VALLEY | Original Contract Amount | Increase Admin | Increase Program | Increase WBL | Re-Distributed Allocation Totals | Original Participant | Revised Participants | Increase in Participant numbers | Kings Re-allocated |
|-----------------------|---------------------------------|-----------------------|-------------------------|---------------------|---|-----------------------------|-----------------------------|--|---------------------------|
| FRESNO | \$ 717,559 | | | \$ 24,287.00 | \$ 741,846 | 168 | 173 | 5 | \$ 24,287 |
| K/I/M | \$ 567,529 | | | \$ 19,209.00 | \$ 586,738 | 133 | 137 | 4 | \$ 19,209 |
| KINGS | \$ 98,488 | \$ (8,445) | \$ (55,510) | \$ (34,533.00) | \$ - | 22 | 0 | 0 | \$ - |
| MADERA - Lead | \$ 126,257 | | | \$ 3,303.00 | \$ 129,560 | 23 | 24 | 1 | \$ 3,303 |
| MERCED | \$ 206,977 | | | \$ 7,006.00 | \$ 213,983 | 48 | 50 | 2 | \$ 7,006 |
| MOTHERLODE | \$ 86,262 | | | \$ 18,907.00 | \$ 105,169 | 20 | 25 | 5 | \$ 2,920 |
| SAN JOAQUIN | \$ 472,323 | | | \$ - | \$ 472,323 | 110 | 110 | 0 | \$ 15,987 |
| STANISLAUS | \$ 387,200 | \$ 1,123.00 | \$ 7,388.00 | \$ 4,595.00 | \$ 400,306 | 91 | 94 | 3 | \$ 13,100 |
| TULARE | \$ 374,342 | | | \$ 12,670.00 | \$ 387,012 | 88 | 90 | 2 | \$ 12,670 |
| Total | \$ 3,036,937 | \$ (7,322) | \$ (48,122) | \$ 55,444 | \$ 3,036,937 | 703 | 703 | 0 | \$ 98,488 |



**SECOND AMENDMENT TO AGREEMENT #922-14, "PROJECT YES"
BETWEEN
COUNTY OF STANISLAUS
AND
CERES UNIFIED SCHOOL DISTRICT**

Reference is made to the WIA Agreement #922-14 (the "Agreement") dated as of July 1, 2014 by and between the County of Stanislaus ("County") and Ceres Unified School District ("Contractor").

WHEREAS, the parties have agreed to change the contract parameters;

WHEREAS, Exhibit A, section 12 of the Agreement allows the contract to be amended or modified;

WHEREAS, the costs incurred by CUSD under the agreement exceeded the allocated amount of the agreement due to the costs of the Summer Youth Employment Program,

NOW THEREFORE, the parties hereby agree as follows:

1. Exhibit C, is amended to add \$15,013.14 in funds to this Agreement. \$3,767.51 of those funds shall be incorporated in the Direct Client Benefit category and \$11,245.63 into the Operations category as shown in the attached Expense Summary
2. Exhibit C, is amended to move the balance of \$22,089.71 from Training category to the Operations category into the line items shown on the attached Expense Summary.

The Exhibit C, Contract Budget is amended to add/change the following:

| Budget Category | Budget Change |
|----------------------------------|-------------------|
| Operations Category | +11,245.63 |
| Operations Category | +22,089.71 |
| Direct Client Benefit Category | +3,767.51 |
| Training Category | -22,089.71 |
| Net Effect of all Changes | +15,013.14 |

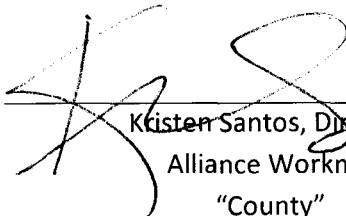
3. Title Page of this agreement is amended to reflect the total Amount of this agreement as \$738,329.33.
4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Stanislaus County has executed this Second Amendment on the 13th day of August, 2015.

COUNTY OF STANISLAUS

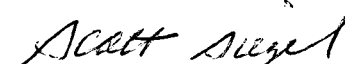
CERES UNIFIED SCHOOL DISTRICT

By:



 Kristen Santos, Director
 Alliance Worknet
 "County"

By:



 Scott Siegel, Superintendent,
 Ceres Unified School District
 "Contractor"

AW - Expense Summary for Cost Reimbursement Contracts

Agency CUSD Note: some columns and rows are hidden until needed

Program Project YES

Contract 922-14

| | | Budget | | | | | |
|--|-------------------------------------|-------------------|---------------------|-------------------|---------------------|-------------------|------------------|
| | | Mod. 2 | | | | | |
| G/L No. | G/L Descriptions | 6/30/2015 | | Total Expended | SYEP Total Expended | | |
| 1902 | Wages - Consultant Teacher | | | 636.00 | - | | |
| 2403 | Wages-School Secretary IV | | | 2,600.29 | - | | |
| 2403 | Wages-School Secretary IV | 842.06 | | 20,984.93 | 1,409.68 | | |
| 2415 | Wages-Adm Asst | 4,430.99 | | 35,272.27 | 5,430.11 | | |
| 2420 | Wages-General Clerk | 913.55 | | 19,517.63 | 1,245.14 | | |
| 2473 | Extra Time-Clerical | 674.61 | | 4,574.61 | 4,541.06 | | |
| 2902 | Wages- Consultant Youth Adv | | | 174,244.20 | 10,554.57 | | |
| 2973 | Wages- Consultant Youth Adv-extra | | | 6,315.70 | 1,049.00 | | |
| 3202 | STRS Retirement | | | 56.48 | - | | |
| 3202 | PERS Retirement | 3,188.68 | | 28,803.21 | 2,194.04 | | |
| 3302 | FICA @ .062 | | | 15,379.10 | 1,209.72 | | |
| 3311 | Medicare @ .0145 | | | 9.22 | - | | |
| 3312 | Medicare @ .0145 | | | 3,596.69 | 282.92 | | |
| 3402 | Health Insurance | | | 33,948.02 | 2,688.85 | | |
| 3501 | SUI @ .05% | | | 0.32 | - | | |
| 3502 | SUI @ .05% | | | 124.04 | 9.77 | | |
| 3601 | Workers Comp @ 1.51% | | | 9.60 | - | | |
| 3602 | Workers Comp @ 1.51% | | | 3,745.58 | 294.62 | | |
| 3902 | Other Benefits | 960.42 | | 960.00 | - | | |
| 4310 | Instructional Supplies - Incentives | | | 0.00 | - | | |
| 4310 | Instructional Supplies - All Other | | | 19,137.95 | 315.97 | | |
| 4340 | Other Supplies | | | 4,315.87 | 94.71 | | |
| 4400 | Non Capitalized Equipment | | | 0.00 | - | | |
| 5206 | Mileage-Other | 7,917.15 | | 7,917.57 | 876.83 | | |
| 5206 | Mileage-Students Reimb | | | 0.00 | - | | |
| 5213 | Travel/Transportation | | | 2,794.28 | - | | |
| 5601 | Equipment Rental/Lease | | | 240.40 | - | | |
| 5608 | Equipment Maintenance | 220.50 | | 4,162.76 | - | | |
| 5611 | Lease Facilities | 11,900.00 | | 11,900.00 | 1,020.00 | | |
| 5730 | Media Center | | | 3,366.87 | 1,718.95 | | |
| 5802 | Advertising | | | 0.00 | - | | |
| 5809 | Fees | | | 0.00 | - | | |
| 5908 | Postage | | | 0.00 | - | | |
| 5806 | Babysitting for students | | | 0.00 | - | | |
| 5810 | Physicals, Xrays, TB Testing | | | 0.00 | - | | |
| 5813 | Outside services | | | 0.00 | - | | |
| | In-kind used | | | 0.00 | - | | |
| 5889 | Tutoring | | | 0.00 | - | | |
| 5870 | Personal Services (Supp Serv) | 3,767.51 | | 13,554.64 | 1,044.00 | | |
| 5900 | Communications | | | 531.91 | - | | |
| 7310 | Drct Supt/Ind Csts @ 6.57% | | 2,287.38 | 27,508.60 | 2,363.88 | | |
| OPERATIONS CATEGORY | | 380,180.81 | 33,335.34 | 413,516.15 | 413,516.15 | 0.00 | 36,983.85 |
| DIRECT CLIENT BENEFIT CATEGORY | | 28,925.08 | 3,767.51 | 32,692.59 | 32,692.59 | 0.00 | 1,359.97 |
| Total paid to Contractor | | 409,105.89 | 37,102.85 | 446,208.74 | 446,208.74 | - | 38,343.82 |
| Invoice total verified by (initials & date) | | 409,105.89 | | 446,208.74 | 446,208.74 | - | |
| Customer WEX Wages | | | | 95,325.75 | | | 0.00 |
| Customer FICA @ 7.65% | | | | 7,292.44 | | | 0.00 |
| AW Worker's Comp | | | | 3,441.94 | | | 0.00 |
| Training | | | | - | | | 0.00 |
| OJT - Training | | | | - | | | 0.00 |
| WEX, ITA, OJT Posted & Verified by (initials & date) | | | | 106,060.13 | | | |
| Customer WEX Wages | | | | 154,719.75 | | | 0.00 |
| Customer FICA @ 7.65% | | | | 11,836.08 | | | 0.00 |
| AW Worker's Comp | | (4,089.71) | | 6,004.63 | | | 0.00 |
| Training | | (18,000.00) | | 13,500.00 | | | 0.00 |
| OJT - Training | | | | - | | | 0.00 |
| WEX, ITA, OJT Posted & Verified by (initials & date) | | | | 186,060.46 | | | 0.00 |
| Balance Available | | | | | | | 0.00 |
| WEX, ITA, OJT Posted & Verified by (initials & date) | | | | | | | |
| | | | | | | | 38,343.82 |
| Cummulative Expenses | | 723,316.19 | verify award | 738,329.33 | 699,985.51 | 0.00 | - |
| % of Budget | | TRUE | TRUE | TRUE | 94.81% | 0.00% | - |
| Additional In-Kind Contributions | | | | | Total | TRUE | |
| Salary In-Kind Costs | | | | | | TRUE | |
| Other In-Kind Program Costs | | | | | 48,111.97 | | |
| Total Additional In-Kind | | | | | 48,111.97 | | |
| Original Clients | | | | | | | |
| WIA Distribution of costs | | | | | | | |
| | Plan %'s | | Less Clients | Plan %'s | Total | Actual %'s | |
| 43 | Youth-In | 35% | | #DIV/0! | 252,709.97 | 34.2% | |
| 80 | Youth-Out | 65% | | #DIV/0! | 485,619.36 | 65.8% | |
| 122 | Total Expenses | 100% | 0.00 | #DIV/0! | 738,329.33 | 100% | |
| | | | | | 738,329.34 | TRUE | |

Report Preparation date & time 8/14/15 3:03 PM USD\CUSD #922-14\922-14 CUSD YES ExpSum W SYEP Mod2.xls\922

Enter in shaded rows below and formulas will complete distribution.

| | | |
|--------------------------|------|------------|
| = Invoice | TRUE | 446,208.74 |
| = DCB \$ for IN Clients | | 11,945.95 |
| = DCB \$ for OUT clients | | 20,776.64 |
| = DCB Inventory \$ | | (29.99) |
| OUT % | | |
| Total Invoice | | 446,208.74 |
| Invoice IN | | 146,649.85 |
| Invoice OUT | | 299,558.89 |
| Distribution = Invoice? | TRUE | |

ORIGINAL

Contract # 14-08

**MASTER AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES**

Except as hereinafter provided, the services provided by the Contractor under this Project shall be subject to the terms and conditions set forth in the *Master Agreement For Independent Contractor Services* made and entered into by and between the COUNTY OF STANISLAUS ("County") and YOSEMITE COMMUNITY COLLEGE DISTRICT ("Contractor"), on April 7, 2015.

Recitals

WHEREAS, the County has a need for contractor services involving the instruction of Solar Installer training for Alliance Worknet customers; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services; and

WHEREAS, the County and the Contractor wish to execute one agreement that shall govern all of the work or services provided by the Contractor during the term of this Agreement

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1) **Scope of Work**

a) The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, which is attached hereto and, by this reference, made a part hereof

b) Each project added to and to be performed under this Agreement shall be separately approved by the parties. Each project where the cost of work or services does not exceed \$100,000 shall be approved by purchase order issued by the County Purchasing Agent or designee; projects greater than \$100,000 shall be approved by resolution of the Board of Supervisors for the County.

c) All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is

copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

d) Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in **Exhibit A** for each separately approved project.

2) Consideration

a) County shall pay Contractor as set forth in Exhibit A.

b) Except as expressly provided in this Agreement or in a separately approved project or scope of work, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

c) County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

d) Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3) Term

a) The term of this Agreement shall be from the date of this Agreement until terminated as provided below. The term for each separately approved project or scope of work shall begin on the date of approval until completion of the agreed upon services, or as otherwise specified in the approved scope of work.

b) Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may

terminate this Agreement by giving written notification to the other party.

c) This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

d) The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4) Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in **Exhibit A** must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5) Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement or in separately approved project or scope of work, Contractor shall provide such office and instruction space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services under this Agreement. The Contractor--not the County--has the sole responsibility for payment of the costs and expenses incurred by Contractor in providing and maintaining such items.

6) Insurance

a) Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

i) General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

ii) Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

iii) Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

b) Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

c) The Contractor shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

d) The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's

insurance.

e) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

f) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

g) Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

h) Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

i) Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

j) At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

k) The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

7) Defense and Indemnification

a) To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs,

including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

b) Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8) Status of Contractor

a) All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

b) At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

c) Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

d) If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

e) It is understood and agreed that as an independent Contractor and not an

employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

f) It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

g) As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9) Records and Audit

a) Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of separately approved project or scope of work. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

b) Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10) Nondiscrimination

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex, or sexual orientation. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11) Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

12) Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

13) Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: Stanislaus County Alliance Worknet
251 East Hackett Road, C-2
Modesto, CA 95358
Attn: Jeff Rowe

To Contractor: Modesto Junior College
435 College Avenue
Modesto, CA 95350
Attn: Marla Uliana

14) Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

15) Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

16) Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

17) Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

18) Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

19) Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

20) Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement in duplicate on the day and year first hereinabove written.

COUNTY OF STANISLAUS

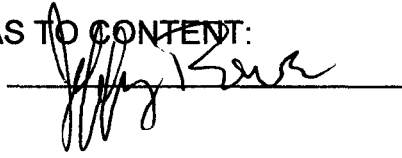
CONTRACTOR NAME

By:
Jeffrey Rowe, Director
County of Stanislaus Alliance Worknet

By: 
Teresa Scott, Executive Vice Chancellor
Yosemite Community College District

"County"

"Contractor"

APPROVED AS TO CONTENT:
Department of 

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: 
Deputy County Counsel

ORIGINAL

EXHIBIT A

Contract # 14-08

A. Scope of Work

Purpose: Delivery of a Solar Installer training program that will prepare a skilled workforce to meet demands of this growing industry in Stanislaus County. This project is intended to train and increase sustainable employment for up to 36 individuals.

Objective: Provide Solar Installation principles and practices training to meet industry-identified skills requirements for a growing industry sector identified on the 2015 Demand Occupation List.

Eligibility Requirements:

- Physical Abilities Test: Ability to climb/descend ladders
- Ability to work on roofs
- Ability to work in the heat
- Basic electrical knowledge
- No fear of heights
- English Competency (must read, write, and take direction in English at 7th grade-level)

Additional Requirements for Industry:

- Ability to pass industry standard drug testing
- Valid California Driver's License

Delivery Process:

The Modesto Junior College Workforce Development Team recommends 72-hour trainings to be delivered to two (2) cohorts of up to 18 individuals per cohort, within the following schedule:

- June 1, 2015 – October 31, 2015

Trainings are to be delivered in 4-Week Training (Evenings and Fridays) increments inclusive of lecture, in-class laboratory activities, and industry experience in accordance with the following schedule:

- Monday, Tuesday, and Thursday: 4:00—8:00 PM
- Friday (Experiential Learning with 1st Light Solar): 8:00—3:00PM (including 1-hour lunch period)

Program Responsibilities:

1. **Yosemite Community College District will provide:**
 - 1.1 Program training for up to 36 individuals
 - 1.2 Participant progress to Stanislaus county Alliance Worknet case manager
 - 1.3 Logistical services of program, including facilities, faculty, equipment, and

- supplies
- 1.4 Tracking of student attendance
- 1.5 Participation at program orientation

2. Stanislaus County Alliance Worknet will provide:

- 2.1 Recruitment, screening, and selection of appropriate participants by the targeted start date of each cohort
- 2.2 Individual Supportive Services as needed throughout the program (ie work boots and goggles--if required by program—and mileage assistance)
- 2.3 Job placement services upon successful completion of program
- 2.4 Facilitate program orientation

3. Expected Outcomes:

- 3.1 Participants who successfully complete this program training will be able to utilize their skills and knowledge to complete the following:
 - Install solar panels on roofs
 - Conduct shade analyses
 - Demonstrate safety while working on roofs
 - Operate lifts in a work environment
 - Demonstrate problem-solving processes
 - Demonstrate work team norms and processes
 - Increase employability in the solar industry

B. Compensation

The Contractor shall be compensated for the services provided under this Agreement as follows:

1. Budget Summary

| Budget Summary | | | |
|-----------------------|--|-------------------|-----------------|
| Program Fees | Description | Per Cohort | Total |
| Coordination | Includes planning, tracking, reporting, and all non-instructional materials. (\$100/hour x 72 hours/cohort) | \$7,200 | \$14,400 |
| Instruction | Delivery of solar installation curriculum. Includes textbooks and instructional materials. (\$250/hour x 72 hours/cohort) | 18,000 | 36,000 |
| SUB-TOTAL | | 25,200 | 50,400 |
| Equipment | Equipment & upgrades (one-time cost) | | 5,000 |
| TOTAL | | \$25,200 | \$55,400 |

C. Invoicing

1. Invoicing Schedule:

The maximum to be paid to the Contractor by the County for program fees is \$50,400. The maximum to be paid to the Contractor by the County for equipment expenses is \$5,000. The Contractor will invoice by the end of the first month of instruction June 30, 2015 with attendance information. For both cohorts, the Contractor will invoice by the end of the first month of instruction June 30, 2015 in accordance with the following payment schedule (dates subject to change, according to training start dates):

| Invoice Date | Maximum Payment Amount |
|---------------------|-------------------------------|
| June 30, 2015 | \$55,400.00 |
| Total | \$55,400.00 |

1.2 Invoice is to be submitted to the following address:

Alliance Worknet
251 East Hackett Road C-2
Modesto, CA 95358
Attn.: Fiscal Manager

The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$55,400 including, without limitation, the cost of any subcontractors, contractors, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

**Service Provider Agreement
Parties**

ORIGINAL

FRWIB: Fresno Regional Workforce Investment Board

Service Provider: Stanislaus County Alliance Worknet

Administrative Information

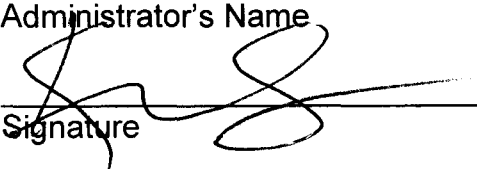
Agreement No. 624 MOD # 2 Effective From Jun 1, 2013 To Dec 31, 2016
 Title/Program CVIEP/Prop 39 CFDA #: NA
 Contact Person Kristen Santos Telephone 209 558-2150 Fax 209 558-2184
 Address P.O. Box 3389, Modesto, CA Zip 95353-2164
 Email santoskr@stanalliance.com
 Employer Identification Number 94-2917503
 Internal Revenue Code NA

Funding Allocation

| | HSR | Prop 39 | Total |
|---------------------------------------|----------|----------|----------|
| Administration | \$0 | \$0 | \$0 |
| Program | \$37,049 | \$21,685 | \$58,734 |
| Total (Maximum Funding Level) | \$37,049 | \$21,685 | \$58,734 |
| | | | Total |
| Number served under this agreement | 8 | 12 | 20 |
| Average Cost per Enrolled Participant | \$4,631 | \$1,807 | \$2,936 |

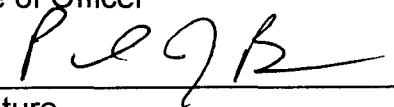
IN WITNESS THEREOF, the parties to this Agreement do hereby indicate their acknowledgment and acceptance of the terms and conditions stated herein below as evidence by the following signatures of their duly authorized representatives:

CONTRACTOR

Kristen Santos
 Administrator's Name

 Signature

Director
 Title
1/28/14
 Date

Fresno Regional Workforce Investment Board

Paul J. Bauer
 Name of Officer

 Signature

Chair
 Title
2/10/16
 Date



MODIFICATION TO AGREEMENT ANALYSIS

DATE OF REQUEST: 12-17-15 DATE RECEIVED AT FAWIC 12-17-15

MAJOR MODIFICATION (agenda) : MINOR MODIFICATION (in-house):

PROVIDER OF SERVICES Stanislaus County Alliance Worknet

AGREEMENT #: 624 PY: 2013-2016 MODIFICATION #: 2

| | | | |
|---------------------------------|---------------|----------------|--------------------------------|
| CURRENT TOTAL BUDGET AMOUNT: \$ | <u>58,734</u> | | |
| | | ADMINISTRATION | \$ <u>0</u> / <u>0%</u> |
| | | PROGRAM | \$ <u>58,734</u> / <u>100%</u> |

| | | | |
|----------------------------------|---------------|----------------|--------------------------------|
| MODIFIED TOTAL BUDGET AMOUNT: \$ | <u>58,734</u> | | |
| | | ADMINISTRATION | \$ <u>0</u> / <u>0%</u> |
| | | PROGRAM | \$ <u>58,734</u> / <u>100%</u> |

TOTAL AMOUNT IS TO BE:

- Deobligated by: \$ _____
- Redistributed by: \$ 4,018.04
- Increased by: \$ _____

CURRENT NUMBER OF PARTICIPANTS: 30 MODIFIED NUMBER OF PARTICIPANTS: 20

CURRENT COST PER PARTICIPANT: 1,958 MODIFIED COST PER PARTICIPANT: 2,936

PURPOSE OF MODIFICATION:

To redistribute line items to correct over and under expenditures.

ANALYSIS:

Prop 39 – moved \$4,018.04 from supportive services to the salary line item.

CVIEP – budget was not changed.

Number served was reduced due to joint cohorts with Merced County WIB. Training facilities could only accommodate up to 20 clients per class.

RECOMMENDATION:

Accept as submitted

DATE OF FRWIB AGENDA ITEM (if applicable) NA Agenda Item Attached: Y N .

FAWIC STAFF ANALYST: *Sally Mus* DATE: 1-28-16

Modification becomes effective on the date of FAWIC signature.



MEMORANDUM

DATE: December 17, 2015
TO: Blake Konczal, FRWIB
FROM: Andy Fiskum, Grant Manager
SUBJECT: Request for Budget Modification for FRWIB Agreement #624- CVIEP/Prop 39

In the interests of fully expending Agreement #624, we are requesting the budget for this contract to be modified. After careful consideration, we have come to the conclusion that the Supportive Service line item for both the Prop 39 funding stream was overrepresented in the current budget, and we will not expend those funds unless we are allowed to move the funds to other line items.

As outlined on the attached side by side spreadsheet, we are requesting to move \$4,018.04 from the Prop 39 Supportive Services line item to the staff salaries line item.

With the changes requested we have no doubt that we will fully expend the Prop 39 grant funds by the agreement close date of 12/31/2015.

AF:sb

Attachment:
CVIEP Mod 2 Budget

c: Andy Fiskum FACT
Sally Nuss, FRWIB
FRWIB Agreement #624- CVIEP/Prop 39 Master File

FRWIB Prop 39

Contractor Name __ Stanislaus County Alliance Worknet

| Budget Detail | Prop 39 Current | Prop 39 Proposed | Total |
|--|----------------------------|-----------------------------|------------------|
| Staff Salaries | 11,503.85 | 4,018.04 | 15,521.89 |
| Number of full time equivalents <u>.58</u> | | | |
| Operating | 1,070.13 | | 1070.13 |
| Facilities | 802.59 | | 802.59 |
| Supporting Services | 8,308.43 | -4018.04 | 4,290.39 |
| Other - Training | | | |
| Administrative | | | |
| Total Funding | 21,685 | 0 | 21,685.00 |



BOARD OF SUPERVISORS

2016 FEB 22 A 10:40



Edmund G. Brown, Jr.
Governor

February 17, 2016

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

Mrs. Santos:

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) SUBGRANT
AGREEMENT K698399

Enclosed is a copy of modification number 4 of the WIOA Subgrant Agreement. This modification incorporates the WIOA requirements and the Uniform Guidance Mandates. These revised provisions supersede all previously provided provisions for Program Year 2015/16.

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
Carol Keane, MIC 69

WIOA SUBGRANT AGREEMENT

STANISLAUS COUNTY

SUBGRANT NO: K698399
 MODIFICATION NO: 4
 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

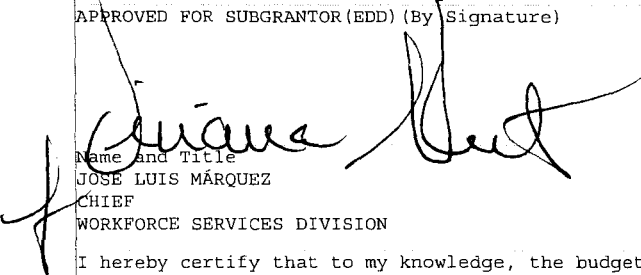


SUBGRANTEE: STANISLAUS COUNTY

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 WIOA Local Plan for the above name Subgrantor filed with the Subgrantor pursuant to the Workforce Innovation and Opportunity Act (WIOA). This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

Funding Detail Chart
 Youth Formula Rd 1

| | | |
|---|--|--|
| ALLOCATION(s) The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter 'TOTAL' | | PRIOR AMOUNT: \$6,750,210.00 INCREASE/DECREASE: \$0.00 TOTAL: \$6,750,210.00 |
| TERM OF AGREEMENT From: 4/1/2015 To: 6/30/2017 | | Terms of Exhibits are as designated on each exhibit |
| PURPOSE: To incorporate revised Workforce Innovation and Opportunity Act (WIOA) provisions to Program Year 2015/16 funding. | | |
| APPROVED FOR SUBGRANTOR (EDD) (By Signature)  Name and Title JOSE LUIS MÁRQUEZ CHIEF WORKFORCE SERVICES DIVISION | APPROVED FOR SUBGRANTEE (By Signature) Unilateral modification. Subgrantee Signature not required 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  Signature of EDD Accounting Officer | 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 Contract Officer | |

Budget item: 7100 Fund: 0869 Budgetary Attachment: No
 Chapter: Statute: #Error

SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

SUBGRANT NO: K698399
MODIFICATION NO: 4

STANISLAUS COUNTY

I. Allocation

| Funding Source | Prior Amount | Increase | Decrease | Adjusted Allocation |
|---|-----------------------|---------------|---------------|-----------------------|
| WIA/WIOA 25% - Dislocated Worker Rapid Response | | | | |
| 96216 292 Rapid Response Layoff Aversion 07/01/2015 to 06/30/2016 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$8,865.00 | \$0.00 | \$0.00 | \$8,865.00 |
| 98426 293 Rapid Response Layoff Aversion 10/01/2015 to 06/30/2016 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$48,759.00 | \$0.00 | \$0.00 | \$48,759.00 |
| 96216 540 Rapid Response by Formula 07/01/2015 to 06/30/2016 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$32,080.00 | \$0.00 | \$0.00 | \$32,080.00 |
| 98426 541 Rapid Response by Formula 10/01/2015 to 06/30/2016 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$143,031.00 | \$0.00 | \$0.00 | \$143,031.00 |
| Total WIA/WIOA 25% - Dislocated Worker Rapid Response | \$232,735.00 | \$0.00 | \$0.00 | \$232,735.00 |
| WIA/WIOA Formula | | | | |
| 96156 201 Adult Formula RD 1 07/01/2015 to 06/30/2017 Prog/Element 61/00 Ref 101 Fed Catlg 17.258 | \$173,742.00 | \$0.00 | \$0.00 | \$173,742.00 |
| 98286 202 Adult Formula Rd 2 10/01/2015 to 06/30/2017 Prog/Element 61/00 Ref 101 Fed Catlg 17.258 | \$1,901,129.00 | \$0.00 | \$0.00 | \$1,901,129.00 |
| 96106 301 Youth Formula Rd 1 04/01/2015 to 06/30/2017 Prog/Element 61/00 Ref 101 Fed Catlg 17.259 | \$2,156,486.00 | \$0.00 | \$0.00 | \$2,156,486.00 |
| 96206 499 Transfer Dislocated Worker To Adult Rd 1 07/01/2015 to 06/30/2017 Prog/Element 61/00 Ref 101 Fed Catlg 17.278 | \$351,721.00 | \$0.00 | \$0.00 | \$351,721.00 |
| 96206 501 Dislocated Worker Rd 1 07/01/2015 to 06/30/2017 Prog/Element 61/00 Ref 101 Fed Catlg 17.278 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 98216 502 Dislocated Worker Rd 2 10/01/2015 to 06/30/2017 Prog/Element 61/00 Ref 101 Fed Catlg 17.278 | \$1,934,397.00 | \$0.00 | \$0.00 | \$1,934,397.00 |
| Total WIA/WIOA Formula | \$6,517,475.00 | \$0.00 | \$0.00 | \$6,517,475.00 |
| Grand Total: | \$6,750,210.00 | \$0.00 | \$0.00 | \$6,750,210.00 |

NARRATIVE

SUBGRANT NO:K698399
MODIFICATION NO: 4

SUBGRANTEE:STANISLAUS COUNTY
FUNDING SOURCE: Youth Formula Rd 1 - 301

TERM OF THESE FUNDS: 04/01/2015 - 06/30/2017

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 amend all PY 2015/16 subgrants to incorporate the new Workforce Innovation and Opportunity Act (WIOA) requirements and the Uniform Guidance Mandates. These revised provisions supersede the provisions issued with grant code 301 and affects all funding received from Program Year 2015/16.

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.

WIOA (2015)

General Provisions and Standards of Conduct – Exhibit BB * Local Area

1. Compliance

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

- a). The provisions of the Workforce Innovation and Opportunity Act (WIOA), and all legislation, regulations, directives, policies, procedures and amendments issued pursuant thereto;
- b). All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement the WIOA.
- c). Title 2, Code of Federal Regulations Part 200 (Uniform Guidance)
- d). Title 2, Code of Federal Regulations Part 2900 (DOL Exceptions)
- e). The provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to DOL job training programs.
- f). Subrecipient will ensure diligence in managing programs under this subgrant agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of the WIOA. Subrecipient agrees to conform to the provisions of the WIOA and the contract requirements as referenced in Uniform Guidance, and DOL Exceptions.

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

2. Certification / Assurances

Except as otherwise indicated, the following certifications apply to all Subrecipients.

- a). Corporate Registration: The Subrecipient, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.
- b). The Subrecipient 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 Subrecipient certifies that this subgrant agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- d). National Labor Relations Board: The Subrecipient (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 Subrecipient within the immediately preceding two-year period because of Subrecipient's failure to comply with an order of a federal court, which orders the

General Provisions and Standards of Conduct – Exhibit BB * Local Area

Subrecipient to comply with an order of the National Labor Relations Board (PCC10296).

- e). Prior Findings: Subrecipient, 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 Subrecipient hereby certifies under penalty of perjury, under the laws of the State of California, that the Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - (1). Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - (2). Establish a Drug-Free Awareness Program 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 Subrecipient 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 California 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 Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that the Subrecipient will comply with regulations implementing Executive Order 12549 (Debarment and Suspension), 29 CFR Section 98.50, and 2 CFR

General Provisions and Standards of Conduct – Exhibit BB * Local Area

Section 200.213; that the Subrecipient to the best of its knowledge and belief, that it and its principals:

- (1). Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- (2). Have not within a three year period preceding this subgrant agreement been convicted of or had a civil 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 Subrecipient 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 Subrecipient hereby assures and certifies to the lobbying restrictions in 2 CFR Section 200.450 and in 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

General Provisions and Standards of Conduct – Exhibit BB * Local Area

prerequisite for making or entering into this transaction imposed by 31 U.S.C. Section 1352. 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 Subrecipient shall give priority consideration in filling vacancies in positions funded by the subgrant to qualified recipients pursuant to California Public Contract Code Section 10353.

k). Sweatfree Code of Conduct:

- (1). All Subrecipients contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, 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 Subrecipient further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and California Public Contract Code Section 6108.
- (2). The Subrecipient agrees to cooperate fully in providing reasonable access to the subrecipient's records, documents, agents or employees, or premises if reasonably required by authorized officials of the pass-through entity, the California Department of Industrial Relations, or the Department of Justice to determine the subrecipient's compliance with the requirements 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:

General Provisions and Standards of Conduct – Exhibit BB * Local Area

Section 188 of the 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 Subrecipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the subgrant agreement.
- (c). This Subrecipient agrees to conform to nondiscrimination provisions of the WIOA and other federal nondiscrimination requirements as referenced in WIOA Section 188.

n). Indemnification:

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

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

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

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

General Provisions and Standards of Conduct – Exhibit BB * Local Area

be injured or damaged by the Subrecipient in the performance of this subgrant agreement.

Failure to comply with all requirements of the certifications may result in suspension of payment under this subgrant agreement or termination of this subgrant agreement or both, and the Subrecipient may be ineligible for award of future state subgrant agreements/contracts if the pass-through entity determines that any of the following has occurred: (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 Uniform Guidance 2 CFR Part 200, and the DOL Exceptions 2 CFR Part 2900. 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). **Federal Funding Accountability and Transparency Act (FFATA):** As required by the FFATA, recipients of federal awards are required to report sub-award and executive compensation information. By signing this subgrant agreement the Subrecipient hereby assures and certifies to comply with the provisions of FFATA, which includes requirements referenced in Uniform Guidance 2 CFR Part 200, and DOL Exceptions 2 CFR Part 2900.
- q). **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to California Water Code Section 13301 for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

3. Standards of Conduct

The following standards apply to all Subrecipients:

- a). **General Assurance:** Every reasonable course of action will be taken by the Subrecipient in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This subgrant agreement

General Provisions and Standards of Conduct – Exhibit BB * Local Area

will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. The Subrecipient 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 Subrecipient, an elected official in the area or a member of the Local Board, will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by the Subrecipient or pass-through entity. Supplies, materials, equipment or services purchased with subgrant agreement funds will be used solely for purposes allowed under this subgrant agreement. No member of the Local Board will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.

4. Coordination

Subrecipient 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.

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

6. Insurance

Except for city and county governmental entities, Subrecipients must provide the pass-through entity 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). Subrecipient will obtain a fidelity bond in an amount of not less than _____, prior to the receipt of funds under this subgrant agreement. If the bond is canceled or reduced, Subrecipient will immediately notify the pass-through entity. In the event the bond is canceled or revised, the pass-through entity will make no further disbursements until it is assured that adequate coverage has been obtained.

General Provisions and Standards of Conduct – Exhibit BB * Local Area

- b). Subrecipient will provide general liability insurance with a combined limit of \$1,000,000, or public liability and property damage coverage with a combined limit of not less than \$1,000,000.
- c). Subrecipient 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 Subrecipient or its agents in performance of this subgrant agreement. Or, in the event that the Subrecipient will not utilize owned/leased automobiles but intends to require employees, trainees or other agents to utilize their own automobiles in performance of this subgrant agreement, Subrecipient will secure and maintain on file from all such employees, trainees or agents a self-certification of automobile insurance coverage.
- d). Subrecipient will provide worker's compensation insurance, which complies with provisions of the California Labor Code, covering all employees of the Subrecipient and all participants enrolled in work experience programs. Medical and Accident Insurance will be carried for those participants not qualifying as "employee" (Section 3350, et seq. of the California Labor Code) for worker's compensation.
- e). The pass-through entity will be named as "Certificate Holder" of policies secured in compliance with paragraphs 6(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 paragraphs 6(b) and 6(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 Subrecipient to:

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

- (2). State of California, its officers, agents, employees and servants are included as additional insured, but only insofar as the operations under this subgrant agreement are concerned.
- (3). 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.

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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 pass-through entity, and no longer available to the Subrecipient.
- b). The pass-through entity retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing the Subrecipient is given prompt notice and the opportunity for an informal review of the pass-through entity's decision. The EDD Chief Deputy Director or his designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of the Subrecipient or a Subcontractor of the Subrecipient to comply with the provisions of this subgrant agreement, or with 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 Development Area (Local Area) shall be liable to the EDD for all funds not expended in accordance with WIOA, and shall return to the EDD all of those funds. If there is more than one unit of general local government in a Local Area, the CEO(s) will be the individual(s) designated under an agreement executed by the CEO(s) of the local units of government. The CEO(s) designated under the agreement shall be liable to the 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). Subrecipient will comply with controls, record keeping and fund accounting procedure requirements of WIOA, federal and state regulations, and directives to ensure the proper disbursement of, and accounting for, program funds paid to the Subrecipient and disbursed by the Subrecipient, under this subgrant agreement.

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

10. Amendments

This subgrant agreement may be unilaterally modified by the pass-through entity under the following circumstances:

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

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

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11. Reporting

Subrecipient will compile and submit reports of activities, expenditures, status of cash and closeout information by the specified dates as prescribed by the pass-through entity. All expenditure reports must be submitted upon the accrual basis of accounting. Failure to adhere to the reporting requirements of this agreement will result in funds not being released.

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 pass-through entity or the Subrecipient may request a termination, in whole or in part, for convenience. The Subrecipient will give a ninety (90) calendar-day advance notice in writing to the pass-through entity. The pass-through entity will give a ninety (90) calendar-day advance notice in writing to the Subrecipient.
- b). Termination for Cause - The pass-through entity may terminate this subgrant agreement in whole or in part when it has determined that the Subrecipient has substantially violated a specific provision of the WIOA regulations, the Uniform Guidance 2 CFR Part 200, 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 Subrecipient will be addressed to:

| |
|-------------------------------|
| Ms. Kristen Santos – Director |
| 251 East Hackett Road, C-2 |
| Modesto, CA 95358 |
| |

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

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

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13. Records

- a). If participants are served under this subgrant agreement, the Subrecipient will establish a participant data system as prescribed by the pass-through entity.
- b). Subrecipient will retain all records pertinent to this subgrant agreement for a period of three years from the date of final payment of this subgrant agreement. If, at the end of three years, there is litigation or an audit involving those records, the Subrecipient will retain the records until the resolution of such litigation or audit. See 2 CFR Section 200.333-337.
- c). The pass-through entity and/or the DOL, or their designee (refer 2 CFR Section 200.500-521) will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this subgrant agreement. For purposes of this section, “access to” means that the Subrecipient shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this agreement. The Subrecipient shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the subgrant. Subrecipient's performance under the terms and conditions herein specified will be subject to an evaluation by the pass-through entity of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

14. Audits

- a). The Subrecipient will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. All governmental and non-profit organizations must follow the audit requirements (single audit or program-specific audit requirement) of Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900.
- b). The Subrecipient and/or auditors performing monitoring or audits of the Subrecipient or its sub-contracting service providers will immediately report to the pass-through entity any incidents of fraud, abuse or other criminal activity in relation to this subgrant agreement, the WIOA, or its regulations.

15. Disallowed Costs

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

16. Conflicts

- a). Subrecipient will cooperate in the resolution of any conflict with the DOL that may occur from the activities funded under this agreement.

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- b). In the event of a dispute between the pass-through entity and the Subrecipient over any part of this subgrant agreement, the dispute may be submitted to non-binding arbitration upon the consent of both the pass-through entity and the Subrecipient. An election for arbitration pursuant to this provision will not preclude either party from pursuing any remedy for relief otherwise available.

17. Grievances and Complaint System

Subrecipient will establish and maintain a grievance and complaint procedure in compliance with the WIOA, the Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, 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 Subrecipient under this subgrant agreement, will be disposed of in accordance with the direction of the pass-through entity. In addition, any tools and/or equipment furnished to the Subrecipient by the pass-through entity and/or purchased by the Subrecipient 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 pass-through entity. Upon termination of this subgrant agreement, Subrecipient will immediately return such tools and/or equipment to the pass-through entity or dispose of them in accordance with the direction of the pass-through entity.

19. Intellectual Property Provisions

a).Federal Funding

In any subgrant funded in whole or in part by the federal government, pass-through entity may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the subgrant, except as provided in 37 CFR 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 pass-through entity has agreed in a signed writing to accept a license, pass-through entity 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 Subrecipient or pass-through entity 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,

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developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by pass-through entity, 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, Subrecipient 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, Subrecipient may access and utilize certain of pass-through entity’s intellectual property in existence prior to the effective date of this subgrant agreement. Except as otherwise set forth herein, Subrecipient shall not use any of pass-through entity’s Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of pass-through entity. Except as otherwise set forth herein, neither the Subrecipient nor pass-through entity shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this subgrant agreement, Subrecipient accesses any third-party Intellectual Property that is licensed to pass-through entity, Subrecipient agrees to abide by all license and confidentiality restrictions applicable to pass-through entity in the third-party’s license agreement.
- (4). Subrecipient agrees to cooperate with pass-through entity in establishing or maintaining pass-through entity’s exclusive rights in the Intellectual Property, and in assuring pass-through entity’s sole rights against third parties with respect to the Intellectual Property. If the Subrecipient enters into any agreements or subcontracts with other parties in order to perform this subgrant agreement, Subrecipient shall require the terms of the agreement(s) to include all Intellectual Property provisions of paragraph 19(a) through 19(i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to pass-through entity all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, subrecipient or pass-through entity and which result directly or indirectly from this subgrant agreement or any subcontract.

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- (5). Pursuant to paragraph 19(b)(4), the requirement for the Subrecipient to include all Intellectual Property Provisions of paragraph 19(a) through 19(i) 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). Subrecipient further agrees to assist and cooperate with pass-through entity 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 pass-through entity'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 Subrecipient or pass-through entity and which result directly or indirectly from this subgrant agreement, Subrecipient 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. Subrecipient hereby grants to pass-through entity, 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 Subrecipient'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 Subrecipient 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 Subrecipient from using any ideas, concepts, know-how, methodology or techniques related to its performance under this subgrant agreement, provided that Subrecipient's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of pass-through entity or third party, or result in a breach or default of any provisions of paragraph 19(a) through 19(i) or result in a breach of any provisions of law relating to confidentiality.

d). Copyright

- (1) Subrecipient 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 Subrecipient in connection with Subrecipient's performance of this subgrant agreement shall be deemed "works made for hire." Subrecipient further agrees that the work of each person utilized by Subrecipient in connection with the performance of this subgrant agreement will be a "work made for hire," whether that person is an employee of Subrecipient or that person has entered into an agreement with Subrecipient to perform the work. Subrecipient shall enter into a written agreement with any such person that: (i) all work performed for Subrecipient shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to pass-through entity to any work product made, conceived, derived from or reduced to practice by

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Subrecipient or pass-through entity and which result directly or indirectly from this subgrant agreement. Refer to 2 CFR Section 200.35

- (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 Subrecipient or pass-through entity and which result directly or indirectly from this subgrant agreement may not be reproduced or disseminated without prior written permission from pass-through entity.

e). Patent Rights

With respect to inventions made by Subrecipient in the performance of this subgrant agreement, which did not result from research and development specifically included in the Subgrant's scope of work, Subrecipient hereby grants to pass-through entity a license as described under paragraph 19(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 Subrecipient agrees to assign to pass-through entity, without addition compensation, all its right, title and interest in and to such inventions and to assist pass-through entity in securing United States and foreign patents with respect thereto.

f). Third-Party Intellectual Property

Except as provided herein, Subrecipient agrees that its performance of this subgrant agreement shall not be dependent upon or include any Intellectual Property of Subrecipient or third party without first: (i) obtaining pass-through entity's prior written approval; and (ii) granting to or obtaining for pass-through entity's, without additional compensation, a license, as described in paragraph 19(c), for any of Subrecipient'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 pass-through entity determines that the Intellectual Property should be included in or is required for Subrecipient performance of this subgrant agreement, Subrecipient shall obtain a license under terms acceptable to pass-through entity.

g). Warranties

(1). Subrecipient 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 Subrecipient'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 Subrecipient or pass-through entity and which result directly or indirectly from this subgrant agreement will infringe upon or violate

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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 Subrecipient.

- (c). Neither Subrecipients 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 pass-through entity 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 Subrecipients performance of this subgrant agreement.
- (2). PASS-THROUGH ENTITY 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). Subrecipient shall indemnify, defend and hold harmless pass-through entity 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 Subrecipient 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 Subrecipient pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out

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of pass-through entity'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 Subrecipient or pass-through entity 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. Pass-through entity reserves the right to participate in and/or control, at Subrecipient's expense, any such infringement action brought against pass-through entity.

- (2). Should any Intellectual Property licensed by the Subrecipient to pass-through entity under this subgrant agreement become the subject of an Intellectual Property infringement claim, Subrecipient will exercise its authority reasonably and in good faith to preserve pass-through entity's right to use the licensed Intellectual Property in accordance with this subgrant agreement at no expense to pass-through entity. Pass-through entity shall have the right to monitor and appear through its own counsel (at Subrecipient's expense) in any such claim or action. In the defense or settlement of the claim, Subrecipient may obtain the right for pass-through entity 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, pass-through entity 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). Subrecipient agrees that damages alone would be inadequate to compensate pass-through entity for breach of any term of these Intellectual Property provisions of paragraph 19(a) through 19(i) by Subrecipient. Subrecipient acknowledges pass-through entity would suffer irreparable harm in the event of such breach and agrees pass-through entity 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 Subrecipient will exchange various kinds of information pursuant to this subgrant agreement. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit or when the disclosure is restricted or prohibited by any provision of law. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction.

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The sources of information may include, but are not limited to, the EDD, the California Department of Social Services, the California Department of Education, the California Department of Corrections and Rehabilitation, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs.

The pass-through entity and Subrecipient agree that:

- a). Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a “need-to-know” basis.
- b). Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- c). The Subrecipient agrees that information obtained under this subgrant agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this agreement.
 - (1) Aggregate Summaries: All reports and/or publications developed by the Subrecipient based on data obtained under this agreement shall contain confidential data in aggregated or statistical summary form only. “Aggregated” refers to a data output that does not allow identification of an individual or employer unit.
 - (2) Publication: Prior to publication, Subrecipient shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to California Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
 - (3) Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
- d). Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.
- e). The Subrecipient shall notify pass-through entity’s Information Security Office of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (916) 654-6231. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets.

The Subrecipient shall cooperate with the pass-through entity in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known

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security breach. It shall remain removed from operation until correction and mitigation measures are applied.

If the Subrecipient learns of a breach in the security of the system which contains confidential data obtained under this Subgrant, then the Subrecipient must provide notification to individuals pursuant to California Civil Code Section 1798.82.

- f). The Subrecipient shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Subgrant. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
- g). At no time will confidential data obtained pursuant to this agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- h). Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in Section 1798.55 of the California Civil Code, Section 502 of the California Penal Code, Section 2111 of the California Unemployment Insurance Code, Section 10850 of the California Welfare and Institutions Code and other applicable local, state and federal laws.
- i). Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- j). Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- k). If the pass-through entity or Subrecipient enters into an agreement with a third party to provide WIOA services, the pass-through entity or Subrecipient agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.
- l). The Subrecipient may, in its operation of the America's Job Center of California (AJCC), permit an AJCC Operator to enter into a subcontract to manage confidential information. This subcontract may allow an individual to register for resume-distribution services at the same time the individual enrolls in CalJOBSSM. Subrecipient shall ensure that all such subcontracts comply with the intellectual property requirements of paragraph 19 of this subgrant agreement, the confidentiality requirements of paragraph 20 of this subgrant agreement and any other terms of this subgrant agreement that may be applicable. In addition, the following requirements must be included in the subcontracts:

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- (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 subrecipient, the subcontract must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. Social security numbers and other client specific information shall not be retained for more than three years after a client completes services. The subrecipient 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. See 2 CFR 200.333.
- (2). Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the subcontractor's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the subcontract.
- (3). An AJCC client must still be given the option to use the AJCC's services, including 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 CalJOBSSM, the subcontractor's resume-distribution services, or any other services subcontractor offers to the client or the AJCC Operator.
- (4). The subcontractor must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services the subcontractor offers. The subcontractor shall not use a client's personal and/or demographic information without the client's prior permission. A link to the subcontractor's Privacy Policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.
- (5). When the pass-through entity modifies State automated systems such as the State CalJOBSSM System, it shall provide reasonable notice of such changes to the Subrecipient. The Subrecipient shall be responsible to communicate such changes to the AJCC Operator(s) in the local area.

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- 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 PASS-THROUGH ENTITY

Name: Jaime Gutierrez
Title: Section Manager
Address: P.O. Box 826880, MIC 50
Sacramento, CA 94280-0001
Telephone: (916) 654-9699
Fax: (916) 654-9586

FOR THE SUBRECIPIENT

Name:
Title:
Telephone:
Fax:

21. Signatures

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

Contact information for the awarding official of the pass-through entity:

Name: Jose Luis Marquez
Title: Division Chief
Address: P.O. Box 826880, MIC 50
Sacramento, CA 94280-0001

TRANSFER REQUEST

1. Local Area Name Stanislaus County Transfer Request No. 1
2. Subgrant Number K698399
3. Program Year 2015-2016
4. Direction of Transfer (check one)
Adult to Dislocated Worker
 201 → 299
 202 → 200
Dislocated Worker to Adult
 501 → 499
 502 → 500
5. Amount of Transfer \$351,721
6. Reason for Transfer (Include effects on local services and proposed changes to the local plan.)

Stanislaus County has FY 14/15 roll over funds as well as special grant funds that it can utilize to serve the Dislocated Worker population, thus freeing up Dislocated Worker funds that can be used to serve a greater percentage of the Adult population. Service demand for the Adult population continues on an upward trend, and additional funds will help meet the needs of this demand.

EFFECT ON SERVICES: The transfer of \$351,721 represents 100% of the Dislocated Worker July 1st allocation, however, Dislocated worker program has \$279,538 roll over funds from FY 14/15. In addition, there is \$181,275 from Job Driven NEG that is also available to offset some Dislocated Worker expenditures. Dislocated worker expenditures on average are quite a bit lower than the Adult program's. The transfer of funds will allow Stanislaus County to better serve the Adult population, without negatively impacting services to the Dislocated Workers.

7. Date of local board meeting to discuss transfer 9/21/2015
8. Print name of Local Area Administrator/Designee Kristen Santos
9. "I certify this transfer request was approved at the local board meeting date of 9/21/2015".
10. Signature of Local Area Administrator/Designee _____
11. Contact Person Vinal Chand
12. Telephone Number 209-558-2120

Date of Request 9/22/2015

TRANSFER REQUEST PARTICIPATION PLAN

Local Area: **Stanislaus County**
Date: **9/21/2015**

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 2015 | ADULT | DW | YOUTH |
|--|-------|-----|-------|
| 1. Registered Participants Carried in from PY 2014 | 279 | 117 | |
| 2. New Registered Participants for PY 2015 | 247 | 318 | |
| 3. Total Registered Participants for PY 2015 (Line 1 plus 2) | 526 | 435 | |
| 4. Exters for PY 2015 | 316 | 261 | |
| 5. Registered Participants Carried Out to PY 2015 (Line 3 minus 4) | 210 | 174 | |

| PROGRAM SERVICES | | | |
|-----------------------------|-------|-------|--|
| 6. Core Self Services | 5,407 | 5,976 | |
| 7. Core Registered Services | 526 | 435 | |
| 8. Intensive Services | 526 | 435 | |
| 9. Training Services | 156 | 124 | |

| 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 | 228 | 204 | |
| 12A. Training-related | 103 | 92 | |
| 13. Remained with Layoff Employer | | 3 | |
| 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 | 15 | 14 | |

| | | |
|-----------------------|------------------|---------------|
| Contact Person, Title | Telephone Number | Date Prepared |
|-----------------------|------------------|---------------|

Comments:

Revised for Transfer of Funds Request- 9/01/2015

TRANSFER REQUEST

Stanislaus County Alliance

Local Area: Worknet

Date: 9/21/2015

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

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

Subgrant # K698399

Year of Appropriation 2015

Grant

Code

Adult to Dislocated Worker

Dislocated Worker to Adult

201 → 299

501 → 499

202 → 200

502 → 500

| FUNDING IDENTIFICATION | ADULT | DISLOCATED |
|---|-----------|------------|
| 1. Formula Allocation | 2,078,899 | 2,290,218 |
| 2. Prior Adjustments - Plus or Minus | | |
| 3. Previous Amounts Transferred | | |
| 4. Current Amount to be Transferred | 351,721 | (351,721) |
| 5. TOTAL FUNDS AVAILABLE (Lines 1 thru 4) | 2,430,620 | 1,938,497 |

| TOTAL ALLOCATION COST CATEGORY PLAN | | |
|---|-----------|-----------|
| 6. Program Services (Lines 6A through 6E) | 2,187,558 | 1,744,647 |
| A. Core Self Services | | |
| B. Core Registered Services | | |
| C. Intensive Services | 1,565,073 | 1,162,761 |
| D. Training Services | 243,810 | 273,853 |
| E. Other | 378,675 | 308,033 |
| 7. Administration | 243,062 | 193,850 |
| 8. TOTAL (Lines 6 plus 7) | 2,430,620 | 1,938,497 |

| QUARTERLY TOTAL EXPENDITURE PLAN (Cumulative) | | |
|---|---------|---------|
| 9. September 20 <u>15</u> | 607,655 | 411,931 |
| 10. December 20 <u>15</u> | 607,655 | 411,931 |
| 11. March 20 <u>16</u> | 607,655 | 411,931 |
| 12. June 20 <u>16</u> | 607,655 | 411,931 |
| 13. September 20 <u>16</u> | 0 | 290,775 |
| 14. December 20 <u>16</u> | | |
| 15. March 20 <u>17</u> | | |
| 16. June 20 <u>17</u> | | |
| 17. September 20 <u> </u> | | |
| 18. December 20 <u> </u> | | |
| 19. March 20 <u> </u> | | |
| 20. June 20 <u> </u> | | |

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

Vinal Chand, Manager III

(209) 558-2120

8/26/2015

Contact Person, Title

Telephone Number

Date Prepared

Comments:

| |
|--|
| |
| |

The Alliance
Statement of Financial Position
June 2015

| | July |
|---------------------------------------|---------------------|
| ASSETS | |
| Current Assets | |
| Modesto Comm. Bank - Gen. Acct. | 299,443.20 |
| Modesto Comm. Bank - Payroll Acct | 24,988.96 |
| Modesto Comm. Bank - Reserve | 207,145.53 |
| Strengthening Stanislaus II | 797,375.84 |
| | |
| Accounts Receivable | |
| Contract Receivable | 76,577.07 |
| Program Fees Receivable | 16,066.98 |
| Total Accounts Receivable | 92,644.05 |
| | |
| Other Current Assets | |
| Miscellaneous Receivables | 60.00 |
| SBDC Advance | 0.00 |
| Prepaid Postage | 144.45 |
| Undeposited Funds | 0.00 |
| Total Other Current Assets | 204.45 |
| | |
| Total Current Assets | 1,421,802.03 |
| | |
| Fixed Assets | |
| Property & Equipment, Net | 21,161.98 |
| | |
| TOTAL ASSETS | 1,442,964.01 |
| | |
| LIABILITIES & EQUITY | |
| Current Liabilities | |
| Accounts Payable | 1,473.92 |
| Accrued Liabilities | 0.00 |
| Credit Card Payable to SBDC | 0.00 |
| Payroll Liabilities | 105.34 |
| Accrued PTO Liability | 69,373.19 |
| Deferred Income | 200,000.00 |
| Payable to Foundation | 0.00 |
| Total Current Liabilities | 270,952.45 |
| | |
| Total Liabilities | 270,952.45 |
| | |
| Equity | |
| Net Assets | 0.00 |
| Unrestricted | 1,238,026.81 |
| Net Income | -66,015.25 |
| Total Equity | 1,172,011.56 |
| | |
| TOTAL LIABILITIES & EQUITY | 1,442,964.01 |

The Alliance
Profit & Loss
July 1, 2014 through June 30, 2015

| | Current Month | | | Year-To-Date | | | |
|---------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|---------------------|
| | July | Budget | Budget Var | July | Budget | Variance | Annual Budget |
| Income | | | | | | | |
| Investment Income | 85,751.76 | 123,794.00 | (38,042.24) | 85,751.76 | 123,794.00 | (38,042.24) | 1,750,400.00 |
| Grant Income | 0.00 | 8,333.00 | (8,333.00) | 0.00 | 8,333.00 | (8,333.00) | 100,000.00 |
| Other Incomes | 17,533.86 | 3,017.00 | 14,516.86 | 17,533.86 | 3,017.00 | 14,516.86 | 64,700.00 |
| Total Income | 103,285.62 | 135,144.00 | (31,858.38) | 103,285.62 | 135,144.00 | (31,858.38) | 1,915,100.00 |
| Expense | | | | | | | |
| Program Expenses | 12,590.38 | 13,841.00 | (1,250.62) | 12,590.38 | 13,841.00 | (1,250.62) | 166,200.00 |
| Wages & Employee Benefits | 80,308.51 | 91,082.00 | (10,773.49) | 80,308.51 | 91,082.00 | (10,773.49) | 1,162,244.00 |
| Insurance & Taxes | 171.00 | 0.00 | 171.00 | 171.00 | 0.00 | 171.00 | 9,175.00 |
| Advertising | 15,206.01 | 22,417.00 | (7,210.99) | 15,206.01 | 22,417.00 | (7,210.99) | 187,572.00 |
| Special Projects | 33,010.46 | 28,917.00 | 4,093.46 | 33,010.46 | 28,917.00 | 4,093.46 | 387,500.00 |
| Interest & Other Charges | 50.00 | 10.00 | 40.00 | 50.00 | 10.00 | 40.00 | 585.00 |
| Occupancy & Equipment | 25,713.87 | 24,637.00 | 1,076.87 | 25,713.87 | 24,637.00 | 1,076.87 | 211,510.00 |
| Office Expense | 2,250.64 | 5,544.00 | (3,293.36) | 2,250.64 | 5,544.00 | (3,293.36) | 75,332.00 |
| Total Expense | 169,300.87 | 186,448.00 | (17,147.13) | 169,300.87 | 186,448.00 | (17,147.13) | 2,200,118.00 |
| Net Ordinary Income | (66,015.25) | (51,304.00) | (14,711.25) | (66,015.25) | (51,304.00) | (14,711.25) | -285,018.00 |
| Net Income | (66,015.25) | (51,304.00) | (14,711.25) | (66,015.25) | (51,304.00) | (14,711.25) | (285,018.00) |
| Other Expense | | | | | | | |
| Bad Debt | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Net Income | (66,015.25) | (51,304.00) | (14,711.25) | (66,015.25) | (51,304.00) | (14,711.25) | (285,018.00) |

* Any negative operating expense
will be offset by reserve
from SSII account

The Alliance
Budget Projection
 July 1, 2015 through June 30, 2016

| Actual July | <hr/> | | | <hr/> | | |
|-------------------------------|-------------|-------------|----------|-------------|-------------|----------|
| | Budgeted | Income | Variance | Budgeted | Expense | Variance |
| | \$135,144 | \$103,286 | 76% | \$186,448 | \$169,301 | 91% |
| | | | | | | |
| Projected Aug. - June 2016 | <hr/> | | | <hr/> | | |
| | Budgeted | Income | Variance | Budgeted | Expense | Variance |
| | \$1,779,956 | \$1,779,956 | 100% | \$2,013,670 | \$2,013,670 | 100% |
| Note: | | | | | | |

The Alliance
Statement of Cash Flows
July 2015

| | Jul 15 |
|--|--------------|
| OPERATING ACTIVITIES | |
| Net Income | (66,015.25) |
| Adjustments to reconcile Net Income to net cash provided by operations: | |
| 1210 · Contracts Receivable | (21,854.20) |
| 1220 · Program Fees Receivable | (9,716.81) |
| 1280 · Receivable from SBDC | (60.00) |
| 1410 · Prepaid Postage | 58.25 |
| 2010 · Accounts Payable | 348.80 |
| 2140 · United Way Payable | 105.34 |
| Net cash provided by Operating Activities | (97,133.87) |
| INVESTING ACTIVITIES | |
| 1590 · Accumulated Depreciation | 1,239.16 |
| Net cash provided by Investing Activities | 1,239.16 |
| Net cash increase for period | (95,894.71) |
| Cash at beginning of period | 1,424,848.24 |
| Cash at end of period | 1,328,953.53 |

**University of California, Merced Small Business Development Center Regional Network
Expenditure Summary and Payment Request**

Contract Number: F300GSA077

Grantee Name: The Alliance Small Business Development Center
 Address: 1020 Tenth Street, Suite 102
 Modesto, California 95354
 Reporting Period: July 2015
 Prepared By: Kurtis Clark
 Fund Source: SBA FUNDS



UC MERCED REGIONAL NETWORK

UC Merced SBDC Regional Network
 550 East Shaw Ave, Suite 100, Fresno, CA 93710

INVOICE

| Cost Categories | Approved Contract Budget | Year to Date Expenditures (Prior Request) | Expenses Incurred This Report | Total Year to Date Expenditures |
|--|--------------------------|---|-------------------------------|---------------------------------|
| Personnel-Total | 186,000.00 | 104,246.52 | 19,211.36 | 123,457.88 |
| Director (Modesto) - Kurt Clark | 88,000.00 | 45,613.89 | 8,500.00 | 54,113.89 |
| Project Specialist(Modesto) - Lisa Valde | 34,000.00 | 2,419.73 | 0.00 | 2,419.73 |
| Admin Assistant(Merced) - Jennifer But | 32,000.00 | 15,097.74 | 3,069.36 | 18,167.10 |
| Admn Asst (Modesto) Peni Hogwood | 32,000.00 | 15,298.40 | 2,542.00 | 17,840.40 |
| Alliance Staff | 0.00 | 0.00 | 0.00 | 0.00 |
| Assistant Director - Winders | 0.00 | 25,816.76 | 5,100.00 | 30,916.76 |
| Fringe Benefits-Total | 6,000.00 | 155.14 | 0.00 | 155.14 |
| Total Personnel Benefits | 6,000.00 | 155.14 | 0.00 | 155.14 |
| Travel-Total | 4,500.00 | 1,785.00 | 1,190.00 | 2,975.00 |
| In-State | 0.00 | 0.00 | 0.00 | 0.00 |
| Other In-State | 0.00 | 0.00 | 0.00 | 0.00 |
| ASBDC Conference | 4,500.00 | 1,785.00 | 1,190.00 | 2,975.00 |
| Other Out-of-State/Regional | 0.00 | 0.00 | 0.00 | 0.00 |
| Equipment-Total | 0.00 | 0.00 | 0.00 | 0.00 |
| (For items \$5,000 or more) | 0.00 | 0.00 | 0.00 | 0.00 |
| Supplies-Total | 0.00 | 0.00 | 0.00 | 0.00 |
| General Office and Operational | 0.00 | 0.00 | 0.00 | 0.00 |
| Miscellaneous | 0.00 | 0.00 | 0.00 | 0.00 |
| Contractual-Total | 0.00 | 0.00 | 0.00 | 0.00 |
| Janitorial Services | 0.00 | 0.00 | 0.00 | 0.00 |
| Professional Services | 0.00 | 0.00 | 0.00 | 0.00 |
| Consultants-Total | 22,000.00 | 0.00 | 0.00 | 0.00 |
| General Business | 12,000.00 | 0.00 | 0.00 | 0.00 |
| Capital Infusion Competitive Grant: cap | 0.00 | 0.00 | 0.00 | 0.00 |
| Technology Initiative | 10,000.00 | 0.00 | 0.00 | 0.00 |
| Instructors/Trainers | 0.00 | 0.00 | 0.00 | 0.00 |
| Other-Total | 21,750.00 | 0.00 | 0.00 | 0.00 |
| Audit | 0.00 | 0.00 | 0.00 | 0.00 |
| Advertising/Community Outreach | 14,000.00 | 0.00 | 0.00 | 0.00 |
| Communications | 0.00 | 0.00 | 0.00 | 0.00 |
| Bank Account & Payroll Processing Fee | 0.00 | 0.00 | 0.00 | 0.00 |
| Facility Operations: Modesto | 0.00 | 0.00 | 0.00 | 0.00 |
| Facility Operations: Merced | 0.00 | 0.00 | 0.00 | 0.00 |
| Facility Operations: Outreach Fac. | 0.00 | 0.00 | 0.00 | 0.00 |
| Insurance | 0.00 | 0.00 | 0.00 | 0.00 |
| Library Purchases & Subscriptions | 0.00 | 0.00 | 0.00 | 0.00 |
| Memberships | 0.00 | 0.00 | 0.00 | 0.00 |
| Minor Equipment/Software | 5,000.00 | 0.00 | 0.00 | 0.00 |
| Office Equipment Repair & Maintenan | 0.00 | 0.00 | 0.00 | 0.00 |
| Staff Professional Development | 2,750.00 | 0.00 | 0.00 | 0.00 |
| Program Delivery | 0.00 | 0.00 | 0.00 | 0.00 |
| Postage | 0.00 | 0.00 | 0.00 | 0.00 |
| Printing | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Direct | 240,250.00 | 106,186.66 | 20,401.36 | 126,588.02 |
| Indirect | 0.00 | 0.00 | 0.00 | 0.00 |
| Reimbursement/Advance | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Charges | 240,250.00 | 106,186.66 | 20,401.36 | 126,588.02 |
| Adjustments | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Disbursement | 240,250.00 | 106,186.66 | 20,401.36 | 126,588.02 |

certification: I hereby certify that all expenditures from these project funds are for approved project costs only. Further, I certify that supporting documentation on actual expenditures is on file in our office.

Center Director

Fiduciary Signature

Date 8-17-15
 Date 8-17-15

University of California, Merced Small Business Development Center Regional Network

Cash Match Expenditure Summary

Contract Number: F300GSA077

Grantee Name: The Alliance Small Business Development Center
Address: 1020 Tenth Street, Suite 102
 Modesto, California 95354
Reporting Period: July 2015
Prepared By: Kurtis Clark
Fund Source: CASH MATCH



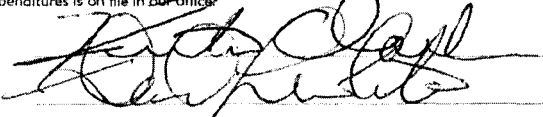

UC MERCED REGIONAL NETWORK

UC Merced SBDC Regional Network
 550 East Shaw Ave, Suite 100, Fresno, CA 93710

CASH MATCH

| Cost Categories | Approved Contract Budget | Year to Date Expenditures (Prior Request) | Expenses Incurred This Report | Total Year to Date Expenditures |
|--|--------------------------|---|-------------------------------|---------------------------------|
| Personnel-Total | 0.00 | 0.00 | 0.00 | 0.00 |
| Director (Modesto) - Kurt Clark | 0.00 | 0.00 | 0.00 | 0.00 |
| Project Specialist(Modesto) - Lisa Valde | 0.00 | 0.00 | 0.00 | 0.00 |
| Admin Assistant(Merced) - Jennifer But | 0.00 | 0.00 | 0.00 | 0.00 |
| Admn Asst (Modesto) Peni Hogwood | 0.00 | 0.00 | 0.00 | 0.00 |
| Alliance Staff | 0.00 | 0.00 | 0.00 | 0.00 |
| Assistant Director - Winders | 0.00 | 0.00 | 0.00 | 0.00 |
| Fringe Benefits-Total | 52,080.00 | 43,195.54 | 6,658.97 | 49,854.51 |
| Total Personnel Benefits | 52,080.00 | 43,195.54 | 6,658.97 | 49,854.51 |
| Travel-Total | 14,000.00 | 5,270.78 | 818.50 | 6,089.28 |
| In-State | 10,000.00 | 5,270.78 | 818.50 | 6,089.28 |
| Other In-State | 1,000.00 | 0.00 | 0.00 | 0.00 |
| ASBDC Conference | 2,000.00 | 0.00 | 0.00 | 0.00 |
| Other Out-of-State/Regional | 1,000.00 | 0.00 | 0.00 | 0.00 |
| Equipment-Total | 0.00 | 0.00 | 0.00 | 0.00 |
| (For items \$5,000 or more) | 0.00 | 0.00 | 0.00 | 0.00 |
| Supplies-Total | 3,000.00 | 1,733.48 | 0.00 | 1,733.48 |
| General Office and Operational | 3,000.00 | 1,733.48 | 0.00 | 1,733.48 |
| Miscellaneous | 0.00 | 0.00 | 0.00 | 0.00 |
| Contractual-Total | 7,500.00 | 7,080.67 | 871.66 | 7,952.33 |
| Janitorial Services | 1,500.00 | 391.92 | 65.32 | 457.24 |
| Professional Services | 6,000.00 | 6,688.75 | 806.34 | 7,495.09 |
| Consultants-Total | 182,000.00 | 59,790.48 | 11,733.75 | 71,524.23 |
| General Business | 100,000.00 | 55,319.65 | 10,958.75 | 66,278.40 |
| Capital Infusion Competitive Grant: cap | 60,000.00 | 0.00 | 0.00 | 0.00 |
| Technology Initiative | 10,000.00 | 0.00 | 0.00 | 0.00 |
| Instructors/Trainers | 12,000.00 | 4,470.83 | 775.00 | 5,245.83 |
| Other-Total | 63,600.00 | 28,687.02 | 2,698.55 | 31,385.57 |
| Audit | 3,000.00 | 3,060.00 | 0.00 | 3,060.00 |
| Advertising/Community Outreach | 2,500.00 | 1,283.30 | 83.75 | 1,367.05 |
| Communications | 3,600.00 | 2,413.69 | 434.28 | 2,847.97 |
| Bank Account & Payroll Processing Fee | 2,000.00 | 161.50 | 14.00 | 175.50 |
| Facility Operations: Modesto | 24,000.00 | 11,378.74 | 1,943.22 | 13,321.96 |
| Facility Operations: Merced | 0.00 | 0.00 | 0.00 | 0.00 |
| Facility Operations: Outreach Fac. | 2,400.00 | 200.00 | 0.00 | 200.00 |
| Insurance | 3,000.00 | 959.48 | 168.57 | 1,128.05 |
| Library Purchases & Subscriptions | 100.00 | 679.95 | 10.00 | 689.95 |
| Memberships | 500.00 | 289.00 | 0.00 | 289.00 |
| Minor Equipment/Software | 1,000.00 | 1,463.78 | 0.00 | 1,463.78 |
| Office Equipment Repair & Maintenan | 0.00 | 383.15 | 0.00 | 383.15 |
| Staff Professional Development | 2,500.00 | 159.00 | 0.00 | 159.00 |
| Program Delivery | 15,000.00 | 5,961.68 | 22.00 | 5,983.68 |
| Postage | 1,500.00 | 112.07 | 22.73 | 134.80 |
| Printing | 2,500.00 | 181.68 | 0.00 | 181.68 |
| Total Direct | 322,180.00 | 145,757.97 | 22,781.43 | 168,539.40 |
| Indirect | 0.00 | 0.00 | 0.00 | 0.00 |
| Reimbursement/Advance | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Charges | 322,180.00 | 145,757.97 | 22,781.43 | 168,539.40 |
| Adjustments | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Disbursement | 322,180.00 | 145,757.97 | 22,781.43 | 168,539.40 |

Certification: I hereby certify that all expenditures from these project funds are for approved project costs only. Further, I certify that supporting documentation on actual expenditures is on file in our office.

Center Director 
 Fiduciary Signature 

Date 8-17-15
 Date 8-17-15

University of California, Merced Small Business Development Center Regional Network

In-Kind Match Expenditure Summary

Contract Number: F300GSA077

Grantee Name: The Alliance Small Business Development Center
Address: 1020 Tenth Street, Suite 102
 Modesto, California 95354
Reporting Period: July 2015
Prepared By: Kurtis Clark
Fund Source: In-Kind Match



UC MERCED REGIONAL NETWORK

UC Merced SBDC Regional Network
 550 East Shaw Ave, Suite 100, Fresno, CA 93710

IN-KIND MATCH

| Cost Categories | Approved Contract Budget | Year to Date Expenditures (Prior Request) | Expenses Incurred This Report | Total Year to Date Expenditures |
|--|--------------------------|---|-------------------------------|---------------------------------|
| Personnel-Total | 5,000.00 | 10,434.67 | 1,522.12 | 11,956.79 |
| Director (Modesto) - Kurt Clark | 0.00 | 0.00 | 0.00 | 0.00 |
| Project Specialist(Modesto) - Lisa Valde | 0.00 | 0.00 | 0.00 | 0.00 |
| Admin Assistant(Merced) - Jennifer But | 0.00 | 0.00 | 0.00 | 0.00 |
| Admn Asst (Modesto) Peni Hogwood | 0.00 | 0.00 | 0.00 | 0.00 |
| Alliance Staff | 5,000.00 | 10,434.67 | 1,522.12 | 11,956.79 |
| Assistant Director - Winders | 0.00 | 0.00 | 0.00 | 0.00 |
| Fringe Benefits-Total | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Personnel Benefits | 0.00 | 0.00 | 0.00 | 0.00 |
| Travel-Total | 0.00 | 0.00 | 0.00 | 0.00 |
| In-State | 0.00 | 0.00 | 0.00 | 0.00 |
| Other In-State | 0.00 | 0.00 | 0.00 | 0.00 |
| ASBDC Conference | 0.00 | 0.00 | 0.00 | 0.00 |
| Other Out-of-State/Regional | 0.00 | 0.00 | 0.00 | 0.00 |
| Equipment-Total | 0.00 | 0.00 | 0.00 | 0.00 |
| (For items \$5,000 or more) | 0.00 | 0.00 | 0.00 | 0.00 |
| Supplies-Total | 0.00 | 0.00 | 0.00 | 0.00 |
| General Office and Operational | 0.00 | 0.00 | 0.00 | 0.00 |
| Miscellaneous | 0.00 | 0.00 | 0.00 | 0.00 |
| Contractual-Total | 0.00 | 0.00 | 0.00 | 0.00 |
| Janitorial Services | 0.00 | 0.00 | 0.00 | 0.00 |
| Professional Services | 0.00 | 0.00 | 0.00 | 0.00 |
| Consultants-Total | 106,000.00 | 57,082.78 | 11,465.00 | 68,547.78 |
| General Business | 80,000.00 | 53,624.45 | 10,690.00 | 64,314.45 |
| Capital Infusion Competitive Grant: cap | 0.00 | 0.00 | 0.00 | 0.00 |
| Technology Initiative | 18,000.00 | 0.00 | 0.00 | 0.00 |
| Instructors/Trainers | 8,000.00 | 3,458.33 | 775.00 | 4,233.33 |
| Other-Total | 15,000.00 | 0.00 | 0.00 | 0.00 |
| Audit | 0.00 | 0.00 | 0.00 | 0.00 |
| Advertising/Community Outreach | 0.00 | 0.00 | 0.00 | 0.00 |
| Communications | 0.00 | 0.00 | 0.00 | 0.00 |
| Bank Account & Payroll Processing Fee | 0.00 | 0.00 | 0.00 | 0.00 |
| Facility Operations: Modesto | 6,000.00 | 0.00 | 0.00 | 0.00 |
| Facility Operations: Merced | 0.00 | 0.00 | 0.00 | 0.00 |
| Facility Operations: Outreach Fac. | 0.00 | 0.00 | 0.00 | 0.00 |
| Insurance | 0.00 | 0.00 | 0.00 | 0.00 |
| Library Purchases & Subscriptions | 0.00 | 0.00 | 0.00 | 0.00 |
| Memberships | 0.00 | 0.00 | 0.00 | 0.00 |
| Minor Equipment/Software | 6,000.00 | 0.00 | 0.00 | 0.00 |
| Office Equipment Repair & Maintenance | 0.00 | 0.00 | 0.00 | 0.00 |
| Staff Professional Development | 0.00 | 0.00 | 0.00 | 0.00 |
| Program Delivery | 1,500.00 | 0.00 | 0.00 | 0.00 |
| Postage | 0.00 | 0.00 | 0.00 | 0.00 |
| Printing | 1,500.00 | 0.00 | 0.00 | 0.00 |
| Total Direct | 126,000.00 | 67,517.45 | 12,987.12 | 80,504.57 |
| Indirect | 0.00 | 0.00 | 0.00 | 0.00 |
| Reimbursement/Advance | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Charges | 126,000.00 | 67,517.45 | 12,987.12 | 80,504.57 |
| Adjustments | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Disbursement | 126,000.00 | 67,517.45 | 12,987.12 | 80,504.57 |

Certification: I hereby certify that all expenditures from these project funds are for approved project costs only. Further, I certify that supporting documentation on actual expenditures is on file in our office.

Center Director

Fiduciary Signature

Date 8-17-15
 Date 8-17-15

**University of California, Merced Small Business Development Center Regional Network
PROGRAM INCOME SUMMARY**

Contract Number: F300GSA077

HOST INSTITUTION The Alliance Small Business Development Center **REPORTING PERIOD** July 2015

1) **Net Program Income Carried Forward From the Prior Year(s)** \$ **13,418.00**

2) **Current Year Gross Program Income**

| Reporting Period: July 2015 | | | |
|------------------------------------|---------------------|-----------------------|---------------------------|
| SOURCE | PRIOR ACCUM. | CURRENT ACCUM. | CURRENT YTD ACCUM. |
| SBDC Business Workshops | 0.00 | | 0.00 |
| Nx Level | 0.00 | | 0.00 |
| Business/Technology Forums | 0.00 | | 0.00 |
| College Courses | 0.00 | | 0.00 |
| Quickbooks | 3,685.00 | 1,270.00 | 4,955.00 |
| Secret Shopper | 0.00 | | 0.00 |
| Books/Training Materials | 0.00 | | 0.00 |
| Research Work | 0.00 | | 0.00 |
| Trade Show Fees | 0.00 | | 0.00 |
| ModSpace Rent Income | 2,100.00 | | 2,100.00 |
| Other (Describe) | 0.00 | | 0.00 |
| Other (Describe) | 0.00 | | 0.00 |
| Other (Describe) | 0.00 | | 0.00 |
| Other (Describe) | 0.00 | | 0.00 |
| Other (Describe) | 0.00 | | 0.00 |
| Returned Checks/Uncollected | 0.00 | | 0.00 |
| TOTAL | 5,785.00 | 1,270.00 | 7,055.00 |

TOTAL CURRENT YEAR PROGRAM INCOME \$ **7,055.00**

3) **Current Year Program Income Expenditures**

| Reporting Period: July 2015 | | | |
|------------------------------------|----------------------|------------------------|----------------------------|
| EXPENSE CATEGORY | PRIOR EXPEND. | CURRENT EXPEND. | CURRENT YTD EXPEND. |
| Workshop Materials | 0.00 | | 0.00 |
| Workshop Food/Beverage | 0.00 | | 0.00 |
| Workshop Trainers | 0.00 | | 0.00 |
| Nx Level Instructors | 0.00 | | 0.00 |
| Nx Level Books | 0.00 | | 0.00 |
| Nx Level Food/Beverage | 0.00 | | 0.00 |
| Advisory Board Food/Beverage | 0.00 | | 0.00 |
| Program Advertising | 0.00 | | 0.00 |
| Facilities | 0.00 | | 0.00 |
| Lender's Roundtable | 0.00 | | 0.00 |
| Publications/Printing | 1,415.70 | | 1,415.70 |
| Stanislaus Business Forum | 0.00 | | 0.00 |
| Software / Equipment | 1,119.94 | | 1,119.94 |
| Professional Development | 0.00 | | 0.00 |
| Consulting | 0.00 | | 0.00 |
| Program Delivery | 2,004.10 | 813.78 | 2,817.88 |
| Bank Fee | 857.58 | 167.18 | 1,024.76 |
| TOTAL | 5,397.32 | 980.96 | 6,378.28 |

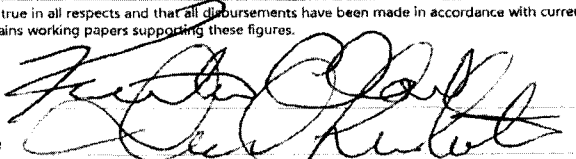
TOTAL CURRENT YEAR PROGRAM EXPENDITURES \$ **6,378.28**

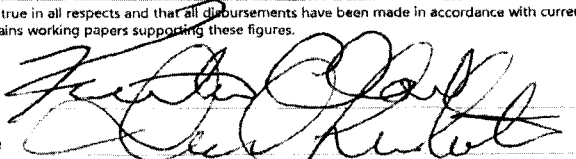
4) **Current Year Net Income (2-3)** \$ **676.72**

5) **Net Program Income Carried Forward to Following Year (1+4)** \$ **14,094.72**

6) **Narrative Description of how program income was used to further program objectives.**

I certify that this report is true in all respects and that all disbursements have been made in accordance with current SBA requirements. I further certify that this institution maintains working papers supporting these figures.

Center Director 

Fiduciary Signature 

Date 8-17-15

Date 8-17-15

**STANISLAUS COUNTY - ALLIANCE WORKNET
 ALL WIA GRANTS - SNAPSHOT REVIEW
 FISCAL YEAR 2015-2016
 As of July 31, 2015**

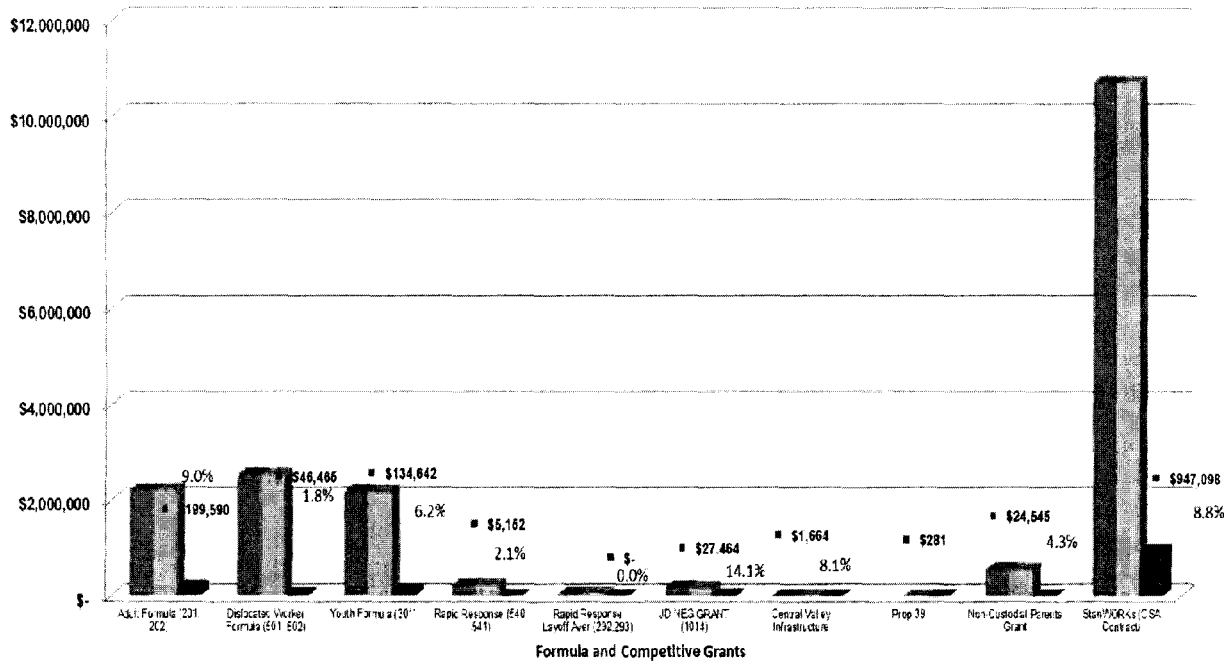
8.3%

| | Grant End Date | Grant Number | % Expended to Budget | FY15-16 Legal Budget (1) | Total Expended FYTD | Jun-15 Accrual Reversal | Jul-15 | Available Balance |
|--|----------------|--------------|----------------------|--------------------------|---------------------|-------------------------|------------------|-------------------|
| EXPENDITURES | | | | | | | | |
| Adult Formula | 6/30/2017 | 201 | 9.0% | 2,213,741 | 199,590 | (134,842) | 199,590 | 2,014,151 |
| Dislocated Worker Formula | 6/30/2017 | 501 | 1.8% | 2,543,048 | 46,465 | (34,860) | 46,465 | 2,496,583 |
| Youth Formula | 6/30/2017 | 301 | 6.2% | 2,182,780 | 134,642 | (26,294) | 134,642 | 2,048,138 |
| Summer Youth (included with Youth) | | 309 | | - | - | | | |
| Rapid Response | 6/30/2016 | 540 | 2.1% | 246,760 | 5,152 | (4,471) | 5,152 | 241,608 |
| WIOA 2% Admin (using RR funds) | | | | | 2,850 | - | 2,850 | |
| Rapid Response Layoff Aversion | 6/30/2016 | 293 | 0.0% | 57,727 | - | - | - | 57,727 |
| JD NEG 2014 | 3/31/2016 | 1014 | 14.1% | 194,380 | 27,464 | (23,299) | 27,464 | 166,916 |
| Central Valley Infrastructure | 12/31/2015 | 138519 | 8.1% | 20,616 | 1,664 | (2,244) | 1,664 | 18,952 |
| Prop 39 (Merced) | 12/31/2015 | | | 5,506 | 281 | (5,506) | 281 | 5,225 |
| Non-Custodial Parents Project (DCSS Grant) | 6/30/2016 | N/A | 4.3% | 574,411 | 24,545 | - | 24,545 | 549,866 |
| StanWORKs (CSA Contract) SUB E | 6/30/2016 | N/A | 10.1% | 7,865,377 | 793,748 | - | 793,748 | 7,071,629 |
| StanWORKs (CSA Contract) ESE | 6/30/2016 | N/A | 5.4% | 2,856,366 | 153,350 | | 153,350 | 2,703,016 |
| GRAND TOTAL | | | 7.4% | \$ 18,760,712 | \$ 1,389,752 | (231,515) | 1,389,752 | 17,373,811 |

(1) Legal Budget = Final Budget 15/16 or the most recent amount per Grant Agreements

Stanislaus County - Alliance Worknet
Fiscal Year 2015-2016
Funding Utilization Chart (At 8.3% of FY)
As of July 31, 2015

■ Legal Budget
 ■ Actual Grant Funding
 ■ Spent YTD





2016 FEB 29 A 10:33



Edmund G. Brown Jr.
Governor

February 24, 2016

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

Dear Mrs. Santos:

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) SUBGRANT
AGREEMENT K698399**

Enclosed is a copy of modification number five of your WIOA Subgrant Agreement. This modification is to transfer second round Dislocated Worker Formula funds, grant code 502, 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. Terrence Withrow, Chairman
Janyce Wong, MIC 50
Michael Garcia, MIC 69

WIOA SUBGRANT AGREEMENT

STANISLAUS COUNTY

SUBGRANT NO: K698399
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 WIOA Local Plan for the above name Subgrantor filed with the Subgrantor pursuant to the Workforce Innovation and Opportunity Act (WIOA). This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

Funding Detail Chart
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)
The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter 'TOTAL'

PRIOR AMOUNT: \$6,750,210.00
INCREASE/DECREASE: \$0.00
TOTAL: \$6,750,210.00

TERM OF AGREEMENT

From: 4/1/2015 To: 6/30/2017

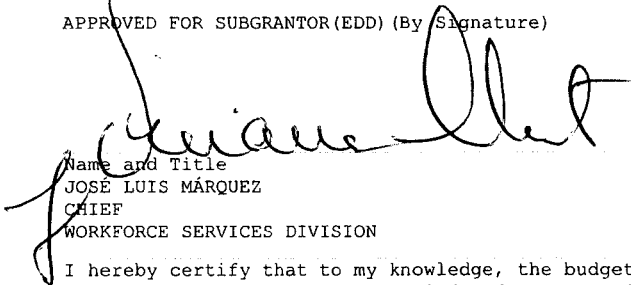
Terms of Exhibits are as designated on each exhibit

PURPOSE: The purpose of this modification is to transfer WIOA Dislocated Worker formula funds from grant code 502 into Adult formula funds, grant code 500.

APPROVED FOR SUBGRANTOR (EDD) (By Signature)

APPROVED FOR SUBGRANTEE (By Signature)

Unilateral modification. Subgrantee Signature not required


Name and Title
JOSE LUIS MARQUEZ
CHIEF
WORKFORCE SERVICES DIVISION

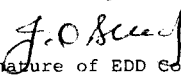
Name and Title

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: 010 Statute: 2015 FY: 15/16

SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

SUBGRANT NO:K698399
MODIFICATION NO:5

STANISLAUS COUNTY

I. Allocation

| Funding Source | Prior Amount | Increase | Decrease | Adjusted Allocation |
|---|-----------------------|--------------------|----------------------|-----------------------|
| WIA/WIOA 25% - Dislocated Worker Rapid Response | | | | |
| 96216 292 Rapid Response Layoff Aversion 07/01/2015 to 06/30/2016 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$8,865.00 | \$0.00 | \$0.00 | \$8,865.00 |
| 98426 293 Rapid Response Layoff Aversion 10/01/2015 to 06/30/2016 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$48,759.00 | \$0.00 | \$0.00 | \$48,759.00 |
| 96216 540 Rapid Response by Formula 07/01/2015 to 06/30/2016 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$32,080.00 | \$0.00 | \$0.00 | \$32,080.00 |
| 98426 541 Rapid Response by Formula 10/01/2015 to 06/30/2016 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$143,031.00 | \$0.00 | \$0.00 | \$143,031.00 |
| Total WIA/WIOA 25% - Dislocated Worker Rapid Response | \$232,735.00 | \$0.00 | \$0.00 | \$232,735.00 |
| WIA/WIOA Formula | | | | |
| 96156 201 Adult Formula RD 1 07/01/2015 to 06/30/2017 Prog/Element 61/00 Ref 101 Fed Catlg 17.258 | \$173,742.00 | \$0.00 | \$0.00 | \$173,742.00 |
| 98286 202 Adult Formula Rd 2 10/01/2015 to 06/30/2017 Prog/Element 61/00 Ref 101 Fed Catlg 17.258 | \$1,901,129.00 | \$0.00 | \$0.00 | \$1,901,129.00 |
| 96106 301 Youth Formula Rd 1 04/01/2015 to 06/30/2017 Prog/Element 61/00 Ref 101 Fed Catlg 17.259 | \$2,156,486.00 | \$0.00 | \$0.00 | \$2,156,486.00 |
| 96206 499 Transfer Dislocated Worker To Adult Rd 1 07/01/2015 to 06/30/2017 Prog/Element 61/00 Ref 101 Fed Catlg 17.278 | \$351,721.00 | \$0.00 | \$0.00 | \$351,721.00 |
| 98216 500 Transfer Dislocated Worker To Adult Rd 2 10/01/2015 to 06/30/2017 Prog/Element 61/00 Ref 101 Fed Catlg 17.278 | \$0.00 | \$60,961.00 | \$0.00 | \$60,961.00 |
| 96206 501 Dislocated Worker Rd 1 07/01/2015 to 06/30/2017 Prog/Element 61/00 Ref 101 Fed Catlg 17.278 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 98216 502 Dislocated Worker Rd 2 10/01/2015 to 06/30/2017 Prog/Element 61/00 Ref 101 Fed Catlg 17.278 | \$1,934,397.00 | \$0.00 | (\$60,961.00) | \$1,873,436.00 |
| Total WIA/WIOA Formula | \$6,517,475.00 | \$60,961.00 | (\$60,961.00) | \$6,517,475.00 |
| Grand Total: | \$6,750,210.00 | \$60,961.00 | (\$60,961.00) | \$6,750,210.00 |

NARRATIVE

SUBGRANT NO:K698399
MODIFICATION NO: 5

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

TERM OF THESE FUNDS: 10/01/2015 - 06/30/2017

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 \$60,961 of WIOA Dislocated Worker formula funds from grant code 502 into Adult formula funds, grant code 500.

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.

WIOA (2015)

NARRATIVE

SUBGRANT NO:K698399
MODIFICATION NO: 5

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

TERM OF THESE FUNDS: 10/01/2015 - 06/30/2017

.....
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 \$60,961 of
WIOA Dislocated Worker formula funds from grant code 502
into Adult formula funds, grant code 500.

.....
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.
.....

WIOA (2015)

TRANSFER REQUEST BUDGET PLAN

Exhibit A

| | |
|--|----------------------------|
| | Stanislaus County Alliance |
| | Local Area: <u>Worknet</u> |
| | Date: <u>11/13/2015</u> |

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

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

Subgrant # K594798
Year of Appropriation 2015

Grant
Code

| | Adult to Dislocated Worker | Dislocated Worker to Adult |
|--------------------------|----------------------------|---|
| <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 | 2,074,871 | 2,286,118 |
| 2. Prior Adjustments - Plus or Minus | | |
| 3. Previous Amounts Transferred | 351,721 | (351,721) |
| 4. Current Amount to be Transferred | 60,961 | (60,961) |
| 5. TOTAL FUNDS AVAILABLE (Lines 1 thru 4) | 2,487,553 | 1,873,436 |
| TOTAL ALLOCATION/COST CATEGORY PLAN | | |
| 6. Program Services (Lines 6A through 6E) | 2,238,798 | 1,686,092 |
| A. Core Self Services | | |
| B. Core Registered Services | | |
| C. Intensive Services | 1,601,732 | 1,123,736 |
| D. Training Services | 249,521 | 264,662 |
| E. Other | 387,545 | 297,695 |
| 7. Administration | 248,755 | 187,344 |
| 8. TOTAL (Lines 6 plus 7) | 2,487,553 | 1,873,436 |
| QUARTERLY TOTAL EXPENDITURE PLAN (Cumulative) | | |
| 9. September 2015 | 621,888 | 398,105 |
| 10. December 2015 | 621,888 | 398,105 |
| 11. March 2016 | 621,888 | 398,105 |
| 12. June 2016 | 621,888 | 398,105 |
| 13. September 2016 | 0 | 281,015 |
| 14. December 2016 | | |
| 15. March 2017 | | |
| 16. June 2017 | | |
| 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
Contact Person, Title

209 558-2120
Telephone Number

11/13/2015
Date Prepared

Comments:

Revised 2/10/2016 to include Rescissions per WSIN15-16 - Andy Fiskum

TRANSFER REQUEST PARTICIPANT PLAN

Exhibit B

Local Area: Stanislaus County

Date: 12/21/2015

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 2015 | ADULT | DW | YOUTH |
|--|-------|-----|-------|
| 1. Registered Participants Carried in from PY 2014 | 279 | 117 | |
| 2. New Registered Participants for PY 2015 | 260 | 305 | |
| 3. Total Registered Participants for PY 2015 (Line 1 plus 2) | 539 | 422 | |
| 4. Exiters for PY 2015 | 323 | 253 | |
| 5. Registered Participants Carried Out to PY 2015 (Line 3 minus 4) | 216 | 169 | |

| PROGRAM SERVICES | | | |
|-----------------------------|-------|-------|--|
| 6. Core Self Services | 5,460 | 5,916 | |
| 7. Core Registered Services | 539 | 422 | |
| 8. Intensive Services | 539 | 422 | |
| 9. Training Services | 156 | 124 | |

| 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 | 233 | 197 | |
| 12A. Training-related | 105 | 89 | |
| 13. Remained with Layoff Employer | | 3 | |
| 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 | 15 | 14 | |

Adolph Lopez, Manager III

Contact Person, Title

209-558-6134

Telephone Number

12/21/2015

Date Prepared

Comments:

| |
|--|
| |
| |
| |
| |
| |
| |

WIOA SUBGRANT AGREEMENT

STANISLAUS COUNTY

SUBGRANT NO: K698399
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 WIOA Local Plan for the above name Subgrantor filed with the Subgrantor pursuant to the Workforce Innovation and Opportunity Act (WIOA). This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

- Funding Detail Chart
- Rapid Response Layoff Aversion
- Rapid Response by Formula
- 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: | \$6,750,210.00 |
| INCREASE/DECREASE: | \$8,605.00 |
| TOTAL: | \$6,758,815.00 |

TERM OF AGREEMENT

From: 4/1/2015 To: 6/30/2017

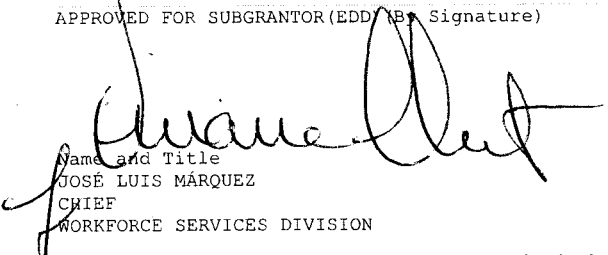
Terms of Exhibits are as designated on each exhibit

PURPOSE: The purpose of this modification is to incorporate Program Year (PY) 2015-16 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
JOSE LUIS MÁRQUEZ
CHIEF
WORKFORCE SERVICES DIVISION

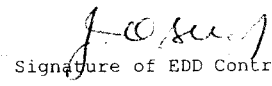
Name and Title

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: 010 | Statute: 2015 | FY: 15/16 |

SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

SUBGRANT NO: K698399
MODIFICATION NO: 6

STANISLAUS COUNTY

I. Allocation

| Funding Source | Prior Amount | Increase | Decrease | Adjusted Allocation |
|---|-----------------------|-------------------|---------------|-----------------------|
| WIA/WIOA 25% - Dislocated Worker Rapid Response | | | | |
| 96216 292 Rapid Response Layoff Aversion 07/01/2015 to 06/30/2016 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$8,865.00 | \$0.00 | \$0.00 | \$8,865.00 |
| 98426 293 Rapid Response Layoff Aversion 10/01/2015 to 06/30/2016 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$48,759.00 | \$103.00 | \$0.00 | \$48,862.00 |
| 96216 540 Rapid Response by Formula 07/01/2015 to 06/30/2016 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$32,080.00 | \$0.00 | \$0.00 | \$32,080.00 |
| 98426 541 Rapid Response by Formula 10/01/2015 to 06/30/2016 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$143,031.00 | \$374.00 | \$0.00 | \$143,405.00 |
| Total WIA/WIOA 25% - Dislocated Worker Rapid Response | \$232,735.00 | \$477.00 | \$0.00 | \$233,212.00 |
| WIA/WIOA Formula | | | | |
| 96156 201 Adult Formula RD 1 07/01/2015 to 06/30/2017 Prog/Element 61/90 Ref 101 Fed Catlg 17.258 | \$173,742.00 | \$0.00 | \$0.00 | \$173,742.00 |
| 98286 202 Adult Formula Rd 2 10/01/2015 to 06/30/2017 Prog/Element 61/90 Ref 101 Fed Catlg 17.258 | \$1,901,129.00 | \$4,028.00 | \$0.00 | \$1,905,157.00 |
| 96106 301 Youth Formula Rd 1 04/01/2015 to 06/30/2017 Prog/Element 61/90 Ref 101 Fed Catlg 17.259 | \$2,156,486.00 | \$0.00 | \$0.00 | \$2,156,486.00 |
| 96206 499 Transfer Dislocated Worker To Adult Rd 1 07/01/2015 to 06/30/2017 Prog/Element 61/90 Ref 101 Fed Catlg 17.278 | \$351,721.00 | \$0.00 | \$0.00 | \$351,721.00 |
| 98216 500 Transfer Dislocated Worker To Adult Rd 2 10/01/2015 to 06/30/2017 Prog/Element 61/90 Ref 101 Fed Catlg 17.278 | \$60,961.00 | \$0.00 | \$0.00 | \$60,961.00 |
| 96206 501 Dislocated Worker Rd 1 07/01/2015 to 06/30/2017 Prog/Element 61/90 Ref 101 Fed Catlg 17.278 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 98216 502 Dislocated Worker Rd 2 10/01/2015 to 06/30/2017 Prog/Element 61/90 Ref 101 Fed Catlg 17.278 | \$1,873,436.00 | \$4,100.00 | \$0.00 | \$1,877,536.00 |
| Total WIA/WIOA Formula | \$6,517,475.00 | \$8,128.00 | \$0.00 | \$6,525,603.00 |
| Grand Total: | \$6,750,210.00 | \$8,605.00 | \$0.00 | \$6,758,815.00 |

NARRATIVE

SUBGRANT NO:K698399
MODIFICATION NO: 6

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

TERM OF THESE FUNDS: 10/01/2015 - 06/30/2017

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 Innovation and Opportunity Act (WIOA) Adult Formula funds are being incorporated into the Program Year (PY) 2015-16 Subgrant Agreement to support the WIOA Adult Program. The funds in grant code 202 consist of 2nd round funding and are available for expenditure from October 1, 2015 through June 30, 2017.

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.

WIOA (2015)

NARRATIVE

SUBGRANT NO:K698399
MODIFICATION NO: 6

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

TERM OF THESE FUNDS: 10/01/2015 - 06/30/2017

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 Innovation and Opportunity Act (WIOA) Dislocated Worker Formula funds are being incorporated into the Program Year (PY) 2015-16 Subgrant Agreement to support the WIOA Dislocated Worker Program. The funds in grant code 502 consist of 2nd round funding and are available for expenditures from October 1, 2015 through June 30, 2017.

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.

WIOA (2015)

NARRATIVE

SUBGRANT NO:K698399
MODIFICATION NO: 6

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

TERM OF THESE FUNDS: 10/01/2015 - 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

Layoff Aversion funds are being incorporated into the Program Year (PY) 2015-16 Subgrant Agreement to support the Layoff Aversion Program. These 2nd round 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, 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.

WIOA (2015)

NARRATIVE

SUBGRANT NO:K698399
MODIFICATION NO: 6

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

TERM OF THESE FUNDS: 10/01/2015 - 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 Innovation and Opportunity Act (WIOA) 25 percent Rapid Response (RR) funds are being incorporated into your Program Year (PY) 2015-16 Subgrant Agreement to support the WIOA Dislocated Worker Program. The funds in grant code 541 consist of 2nd round funding and are available for expenditures from October 1, 2015 to June 30, 2016. These "formula based" Rapid Response funds 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.

WIOA (2015)



Edmund G. Brown Jr.
Governor

BOARD OF SUPERVISORS
2016 JUN 14 A 10:38

June 9, 2016

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

Dear Mrs. Santos:

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
SUBGRANT AGREEMENT K698399**

Enclosed is a copy of modification number seven of your WIOA Subgrant Agreement. This modification is to transfer second round Dislocated Worker Formula funds, grant code 502, 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. Terrence Withrow, Chairman
David Hinojosa, MIC 50
Wai Tin Wong, MIC 69

WIOA SUBGRANT AGREEMENT

STANISLAUS COUNTY

SUBGRANT NO: K698399
MODIFICATION NO: 7
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 the WIOA Plan for the above name Subgrantor filed with the Subgrantor pursuant to Workforce Innovation and Opportunity Act (WIOA) Local. 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: | \$6,758,815.00 |
| The Subgrantor agrees to reimburse the Subgrantee | INCREASE/DECREASE: | \$0.00 |
| not to exceed the amount listed hereinafter 'TOTAL' | TOTAL: | \$6,758,815.00 |

TERM OF AGREEMENT

From: 4/1/2015 To: 6/30/2017

Terms of Exhibits are as designated on each exhibit

PURPOSE: The purpose of this modification is to transfer funds from second round Dislocated Worker Formula funds, grant code 502 into second round Adult funds, grant code 500.

APPROVED FOR SUBGRANTOR (EDD) (By Signature)

APPROVED FOR SUBGRANTEE (By Signature)

Unilateral modification. Subgrantee Signature not required

Name and Title

JOSE LUIS MÁRQUEZ
CHIEF

CENTRAL OFFICE 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: 010

Statute: 2015

FY: 15/16

SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

SUBGRANT NO: K698399
MODIFICATION NO: 7

STANISLAUS COUNTY

I. Allocation

| Funding Source | Prior Amount | Increase | Decrease | Adjusted Allocation |
|---|-----------------------|-----------------------|-------------------------|-----------------------|
| WIA/WIOA 25% - Dislocated Worker Rapid Response | | | | |
| 96216 292 Rapid Response Layoff Aversion 07/01/2015 to 06/30/2016 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$8,865.00 | \$0.00 | \$0.00 | \$8,865.00 |
| 98426 293 Rapid Response Layoff Aversion 10/01/2015 to 06/30/2016 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$48,862.00 | \$0.00 | \$0.00 | \$48,862.00 |
| 96216 540 Rapid Response by Formula 07/01/2015 to 06/30/2016 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$32,080.00 | \$0.00 | \$0.00 | \$32,080.00 |
| 98426 541 Rapid Response by Formula 10/01/2015 to 06/30/2016 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$143,405.00 | \$0.00 | \$0.00 | \$143,405.00 |
| Total WIA/WIOA 25% - Dislocated Worker Rapid Response | \$233,212.00 | \$0.00 | \$0.00 | \$233,212.00 |
| WIA/WIOA Formula | | | | |
| 96156 201 Adult Formula RD 1 07/01/2015 to 06/30/2017 Prog/Element 61/90 Ref 101 Fed Catlg 17.258 | \$173,742.00 | \$0.00 | \$0.00 | \$173,742.00 |
| 98286 202 Adult Formula Rd 2 10/01/2015 to 06/30/2017 Prog/Element 61/90 Ref 101 Fed Catlg 17.258 | \$1,905,157.00 | \$0.00 | \$0.00 | \$1,905,157.00 |
| 96106 301 Youth Formula Rd 1 04/01/2015 to 06/30/2017 Prog/Element 61/90 Ref 101 Fed Catlg 17.259 | \$2,156,486.00 | \$0.00 | \$0.00 | \$2,156,486.00 |
| 96206 499 Transfer Dislocated Worker To Adult Rd 1 07/01/2015 to 06/30/2017 Prog/Element 61/90 Ref 101 Fed Catlg 17.278 | \$351,721.00 | \$0.00 | \$0.00 | \$351,721.00 |
| 98216 500 Transfer Dislocated Worker To Adult Rd 2 10/01/2015 to 06/30/2017 Prog/Element 61/90 Ref 101 Fed Catlg 17.278 | \$60,961.00 | \$1,020,000.00 | \$0.00 | \$1,080,961.00 |
| 96206 501 Dislocated Worker Rd 1 07/01/2015 to 06/30/2017 Prog/Element 61/90 Ref 101 Fed Catlg 17.278 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 98216 502 Dislocated Worker Rd 2 10/01/2015 to 06/30/2017 Prog/Element 61/90 Ref 101 Fed Catlg 17.278 | \$1,877,536.00 | \$0.00 | (\$1,020,000.00) | \$857,536.00 |
| Total WIA/WIOA Formula | \$6,525,603.00 | \$1,020,000.00 | (\$1,020,000.00) | \$6,525,603.00 |
| Grand Total: | \$6,758,815.00 | \$1,020,000.00 | (\$1,020,000.00) | \$6,758,815.00 |

NARRATIVE

SUBGRANT NO:K698399
MODIFICATION NO: 7

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

TERM OF THESE FUNDS: 10/01/2015 - 06/30/2017

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 funds from second round Dislocated Worker Formula funds, grant code 502, into second round Adult funds, grant code 500.

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.

WIOA (2015)

NARRATIVE

SUBGRANT NO:K698399
MODIFICATION NO: 7

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

TERM OF THESE FUNDS: 10/01/2015 - 06/30/2017

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 funds from second round Dislocated Worker Formula funds, grant code 502, into second round Adult funds, grant code 500.

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.

WIOA (2015)

Transfer of Funds Request Budget Plan

Exhibit A

| | |
|---|---------------------------------|
| Local Area: <u>Stanislaus County Alliance Worknet</u> | Date Prepared: <u>3/11/2016</u> |
|---|---------------------------------|

Subgrant Number: K698399
Year of Appropriation: 2015

| | | |
|------------|------------------------------------|---|
| | Adult to DW | DW to Adult |
| Grant 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 | DW |
|--|-----------|-------------|
| 1. Formula Allocation | 2,078,899 | 2,290,218 |
| 2. Prior Adjustments - Plus or Minus | | |
| 3. Previous Amounts Transferred | 412,682 | (412,682) |
| 4. Current Amount to be Transferred | 1,020,000 | (1,020,000) |
| 5. TOTAL FUNDS AVAILABLE (Lines 1 through 4) | 3,511,581 | 857,536 |

| TOTAL ALLOCATION COST CATEGORY PLAN | ADULT | DW |
|---|-----------|---------|
| 6. Program Services (Lines 6a through 6c) | 3,160,423 | 771,782 |
| a. Career Services (WIA Core Services / Intensive Services) | 2,106,949 | 514,522 |
| b. Training Services | 877,895 | 214,384 |
| c. Other | 175,579 | 42,877 |
| 7. Administration | 351,158 | 85,754 |
| 8. TOTAL (Lines 6 plus 7) | 3,511,581 | 857,536 |

| QUARTERLY TOTAL EXPENDITURE PLAN (cumulative) | ADULT | DW |
|---|---------|---------|
| 9. September 2015 __ | 734,634 | 142,668 |
| 10. December 2015 __ | 850,450 | 311,155 |
| 11. March 2016 __ | 963,249 | 201,857 |
| 12. June 2016 __ | 963,249 | 201,857 |
| 13. September 2016 __ | | |
| 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%) | ADULT | DW |
|---|--------|--------|
| 21. % for Administration Expenditures (Line 7/Line 5) | 10.00% | 10.00% |

Vinal Chand
Contact Person, Title

209-558-2120
Telephone Number

Comments:

**Transfer of Funds Request
Participant Plan**

Exhibit B

Local Area: Stanislaus CountyPrepared Date: 3/24/2016

Enter the number of individuals in each category.

| TOTALS FOR PY 20 | ADULT | DW |
|--|--------------|-----------|
| 1. Registered Participants Carried in from PY 2014 | 279 | 117 |
| 2. New Registered Participants for PY 2015 | 431 | 143 |
| 3. Total Registered Participants for PY 2015 (Line 1 plus 2) | 710 | 260 |
| 4. Exited for PY 2015 | 425 | 155 |
| 5. Registered Participants Carried Out to PY 2016 (Line 3 minus 4) | 285 | 105 |

| PROGRAM SERVICES | | |
|--|-------|-------|
| 6. Career Services | 7,960 | 3,410 |
| a. Basic Career Services (WIA Core Services) | 7,250 | 3,150 |
| b. Individualized Career Services (WIA Intensive Services) | 710 | 260 |
| 7. Training Services | 196 | 84 |

| EXIT STATUS | | |
|-------------------------------------|-----|-----|
| 8. Entered Employment | 306 | 120 |
| 9. Training-Related | 137 | 54 |
| 10. Entered Military Service | 4 | 1 |
| 11. Entered Apprenticeship Program | 2 | 1 |
| 12. Exited for Exclusionary Reasons | 20 | 9 |

Adolph Lopez, Program Manager

209 558-6134

Contact Person, Title

Telephone Number

Comments:

WIOA SUBGRANT AGREEMENT

STANISLAUS COUNTY

SUBGRANT NO: K7102076
 MODIFICATION NO: New
 SUBRECIPIENT CODE: STN
 UNIQUE ENTITY NO: 838611119

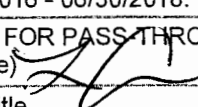
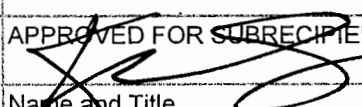


PASS-THROUGH ENTITY:
 State of California
 Employment Development Dept.
 Central Office Workforce
 Services Division
 P.O.Box 826880, MIC 69
 Sacramento, CA 94280-0001

SUBRECIPIENT: 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 Pass-through Entity, and the **STANISLAUS COUNTY**, hereinafter the Subrecipient. The Subrecipient agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved Workforce Innovation and Opportunity Act (WIOA) Local Plan for the above named Pass-through Entity filed with the Pass-through Entity pursuant to the WIOA. This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

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

| | | |
|--|---|--|
| ALLOCATION(s) The Pass-through Entity agrees to reimburse the Subrecipient not to exceed the amount listed hereinafter 'TOTAL' | PRIOR AMOUNT INCREASE/DECREASE: TOTAL: | \$0.00 \$2,243,498.00 \$2,243,498.00 |
| TERM OF AGREEMENT From:4/1/2016 To: 6/30/2018 | Terms of Exhibits are as designated on each exhibit | |
| PURPOSE: To initiate Program Year (PY) 2016-17 WIOA Subgrant and incorporate WIOA Youth formula funding under grant code 301. Term of these funds is from 04/01/2016 - 06/30/2018. | | |
| APPROVED FOR PASS-THROUGH ENTITY(EDD) (By Signature)  | APPROVED FOR SUBRECIPIENT (By Signature)  | |
| Name and Title JOSÉ LUIS MÁRQUEZ CHIEF CENTRAL OFFICE WORKFORCE SERVICES DIVISION | Name and Title Kristen Santos Director Alliance Worknet of Stanislaus County | |
| 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: 010 Statute: 2015 FY: 15/16

SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

SUBGRANT NO:K7102076
MODIFICATION NO:New

STANISLAUS COUNTY

I. Allocation

| Funding Source | Prior Amount | Increase | Decrease | Adjusted Allocation |
|---|---------------|-----------------------|---------------|-----------------------|
| WIA/WIOA Formula | | | | |
| 96107 301 Youth Formula Rd 1 04/01/2016 to 06/30/2018 Prog/Element 61/00 Ref 101 Fed Catlg 17.259 | \$0.00 | \$2,243,498.00 | \$0.00 | \$2,243,498.00 |
| Total WIA/WIOA Formula | \$0.00 | \$2,243,498.00 | \$0.00 | \$2,243,498.00 |
| Grand Total: | \$0.00 | \$2,243,498.00 | \$0.00 | \$2,243,498.00 |

NARRATIVE

SUBGRANT NO:K7102076
MODIFICATION NO: 0

SUBRECIPIENT:STANISLAUS COUNTY
FAIN NO: AA-28305-16-55-A-6
FEDERAL AWARD DATE: 4/20/2016
FUNDING SOURCE: Youth Formula Rd 1 - 301

TERM OF THESE FUNDS: 04/01/2016 - 06/30/2018

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

PROGRAM NARRATIVE

The purpose of this action is to initiate this Local Area's new Program Year (PY) 2016-17 Workforce Innovation and Opportunity Act (WIOA) Title I subgrant agreement and to incorporate WIOA Youth formula funding into Grant Code (GC) 301. The amount in GC 301 represents this Local Area's entire youth formula allocation for PY 2016-17. The term date for these funds is April 1, 2016 to June 30, 2018. The Local Area will operate the WIOA program in accordance with the approved Workforce Innovation and Opportunity Plan on file in the Central Office Workforce Services Division of the Employment Development Department, P.O. Box 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.

WIOA (2015)

WIOA SUBGRANT AGREEMENT

1. Compliance

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

- a). The provisions of the Workforce Innovation and Opportunity Act (WIOA), and all legislation, regulations, directives, policies, procedures and amendments issued pursuant thereto;
- b). All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement the WIOA.
- c). Title 2, Code of Federal Regulations Part 200 (Uniform Guidance)
- d). Title 2, Code of Federal Regulations Part 2900 (DOL Exceptions)
- e). The provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to DOL job training programs.
- f). Subrecipient will ensure diligence in managing programs under this subgrant agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of the WIOA. Subrecipient agrees to conform to the provisions of the WIOA and the contract requirements as referenced in Uniform Guidance, and DOL Exceptions.

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

2. Certification/Assurances

Except as otherwise indicated, the following certifications apply to all Subrecipients.

- a). Corporate Registration: The Subrecipient, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.
- b). The Subrecipient 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 Subrecipient certifies that this subgrant agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- d). National Labor Relations Board: The Subrecipient (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 Subrecipient within the immediately preceding two-year period because of Subrecipient's failure to comply with an order of a federal court, which orders the Subrecipient to comply with an order of the National Labor Relations Board (PCC10296).

- e). Prior Findings: Subrecipient, 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 Subrecipient hereby certifies under penalty of perjury, under the laws of the State of California, that the Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
- (1). Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - (2). Establish a Drug-Free Awareness Program 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 Subrecipient 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 California 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 Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that the Subrecipient will comply with regulations implementing Executive Order 12549 (Debarment and Suspension), 29 CFR Section 98.50, and 2 CFR Section 200.213; that the Subrecipient to the best of its knowledge and belief, that it and its principals:
- (1). Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - (2). Have not within a three year period preceding this subgrant agreement been convicted of or had a civil 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 Subrecipient 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 Subrecipient hereby assures and certifies to the lobbying restrictions in 2 CFR Section 200.450 and in 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 31 U.S.C. Section 1352. 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 Subrecipient shall give priority consideration in filling vacancies in positions funded by the subgrant to qualified recipients pursuant to California Public Contract Code Section 10353.
- k). **Sweatfree Code of Conduct:**
- 1). All Subrecipients contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, 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 Subrecipient further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and California Public Contract Code Section 6108.
 - 2). The Subrecipient agrees to cooperate fully in providing reasonable access to the Subrecipient's records, documents, agents or employees, or premises if reasonably required by authorized officials of the Pass-through Entity, the California Department of Industrial Relations, or the Department of Justice to determine the Subrecipient's compliance with the requirements 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:

Section 188 of the 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 Subrecipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the subgrant agreement.

(c). This Subrecipient agrees to conform to nondiscrimination provisions of the WIOA and other federal nondiscrimination requirements as referenced in WIOA Section 188.

n). Indemnification:

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

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

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

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

Failure to comply with all requirements of the certifications may result in suspension of payment under this subgrant agreement or termination of this subgrant agreement or

both, and the Subrecipient may be ineligible for award of future state subgrant agreements/contracts if the Pass-through Entity determines that any of the following has occurred: (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 Uniform Guidance 2 CFR Part 200, and the DOL Exceptions 2 CFR Part 2900. 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). **Federal Funding Accountability and Transparency Act (FFATA):** As required by the FFATA, recipients of federal awards are required to report sub-award and executive compensation information. By signing this subgrant agreement the Subrecipient hereby assures and certifies to comply with the provisions of FFATA, which includes requirements referenced in Uniform Guidance 2 CFR Part 200, and DOL Exceptions 2 CFR Part 2900.
- q). **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) Subject to cease and desist order not subject to review issued pursuant to California Water Code Section 13301 for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

3. Standards of Conduct

The following standards apply to all Subrecipients:

- a). **General Assurance:** Every reasonable course of action will be taken by the Subrecipient 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. The Subrecipient 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 Subrecipient, an elected official in the area or a member of the Local Board, will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by the Subrecipient or Pass-through Entity. Supplies, materials, equipment or services purchased with subgrant agreement funds will be used solely for purposes allowed under this subgrant agreement. No member of the Local Board will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.

4. Coordination

Subrecipient 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.

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

6. Insurance

Except for city and county governmental entities, Subrecipients must provide the Pass-through Entity 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). Subrecipient will obtain a fidelity bond in an amount of not less than _____, prior to the receipt of funds under this subgrant agreement. If the bond is canceled or reduced, Subrecipient will immediately notify the Pass-through Entity. In the event the bond is canceled or revised, the Pass-through Entity will make no further disbursements until it is assured that adequate coverage has been obtained.
- b). Subrecipient will provide general liability insurance with a combined limit of \$1,000,000, or public liability and property damage coverage with a combined limit of not less than \$1,000,000.
- c). Subrecipient 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 Subrecipient or its agents in performance of this subgrant agreement. Or, in the event that the Subrecipient will not utilize owned/leased automobiles but intends to require employees, trainees or other agents to utilize their own automobiles in performance of this subgrant agreement, Subrecipient will secure and maintain on file from all such employees, trainees or agents a self-certification of automobile insurance coverage.
- d). Subrecipient will provide worker's compensation insurance, which complies with provisions of the California Labor Code, covering all employees of the Subrecipient and all participants enrolled in work experience programs. Medical and Accident Insurance will be carried for those participants not qualifying as "employee" (Section 3350, et seq. of the California Labor Code) for worker's compensation.
- e). The Pass-through Entity will be named as "Certificate Holder" of policies secured in compliance with paragraphs 6(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 paragraphs 6(b) and 6(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 Subrecipient to:

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

- (2). State of California, its officers, agents, employees and servants are included as additional insured, but only insofar as the operations under this subgrant agreement are concerned.
- (3). 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 Pass-through Entity, and no longer available to the Subrecipient.
- b). The Pass-through Entity retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing the Subrecipient is given prompt notice and the opportunity for an informal review of the Pass-through Entity's decision. The EDD Chief Deputy Director or his designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of the Subrecipient or a Subcontractor of the Subrecipient to comply with the provisions of this subgrant agreement, or with 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 Development Area (Local Area) shall be liable to the EDD for all funds not expended in accordance with WIOA, and shall return to the EDD all of those funds. If there is more than one unit of general local government in a Local Area, the CEO(s) will be the individual(s)

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

10. Amendments

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

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

Except as provided above, this subgrant agreement may be amended only in writing by

the mutual agreement of both parties.

11. Reporting

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

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 Pass-through Entity or the Subrecipient may request a termination, in whole or in part, for convenience. The Subrecipient will give a ninety (90) calendar-day advance notice in writing to the Pass-through Entity. The Pass-through Entity will give a ninety (90) calendar-day advance notice in writing to the Subrecipient.
 - b). Termination for Cause - The Pass-through Entity may terminate this subgrant agreement in whole or in part when it has determined that the Subrecipient has substantially violated a specific provision of the WIOA regulations, the Uniform Guidance 2 CFR Part 200, 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 Subrecipient will be addressed to:

Kristen, Santos
Director / Administrator
STANISLAUS COUNTY
251 EAST HACKETT ROAD, C-2
MODESTO, CA 95358

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

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

13. Records

- a). If participants are served under this subgrant agreement, the Subrecipient will establish a participant data system as prescribed by the Pass-through Entity.
- b). Subrecipient will retain all records pertinent to this subgrant agreement for a period of three years from the date of final payment of this subgrant agreement. If, at the end of three years, there is litigation or an audit involving those records, the Subrecipient will retain the records until the resolution of such litigation or audit. See 2 CFR Section 200.333-337.
- c). The Pass-through Entity and/or the DOL, or their designee (refer 2 CFR Section 200.500-521) will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this subgrant agreement.

For purposes of this section, "access to" means that the Subrecipient shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this agreement. The Subrecipient shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the subgrant. Subrecipient's performance under the terms and conditions herein specified will be subject to an evaluation by the Pass-through Entity of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

14. Audits

- a). The Subrecipient will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. All governmental and non-profit organizations must follow the audit requirements (single audit or program-specific audit requirement) of Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900.
- b). The Subrecipient and/or auditors performing monitoring or audits of the Subrecipient or its sub-contracting service providers will immediately report to the Pass-through Entity any incidents of fraud, abuse or other criminal activity in relation to this subgrant agreement, the WIOA, or its regulations.

15. Disallowed Costs

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

16. Conflicts

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

17. Grievances and Complaint System

Subrecipient will establish and maintain a grievance and complaint procedure in compliance with the WIOA, the Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, federal regulations and state statutes, regulations and policy.

18. Property

All property, whether finished or unfinished documents, data, studies and reports prepared or purchased by the Subrecipient under this subgrant agreement, will be disposed of in accordance with the direction of the Pass-through Entity. In addition, any tools and/or equipment furnished to the Subrecipient by the Pass-through Entity and/or purchased by the Subrecipient 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 Pass-through Entity. Upon termination of this subgrant agreement, Subrecipient will immediately return such tools and/or equipment to the Pass-through Entity or dispose of them in accordance with the direction of the Pass-through Entity.

19. Intellectual Property Provisions

a). Federal Funding

In any subgrant funded in whole or in part by the federal government, Pass-through

Entity may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the subgrant, except as provided in 37 CFR 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 Pass-through Entity has agreed in a signed writing to accept a license, Pass-through Entity 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 Subrecipient or Pass-through Entity 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 Pass-through Entity, 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, Subrecipient 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, Subrecipient may access and utilize certain of Pass-through Entity's intellectual property in existence prior to the effective date of this subgrant agreement. Except as otherwise set forth herein, Subrecipient shall not use any of Pass-through Entity's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of Pass-through Entity. Except as otherwise set forth herein, neither the Subrecipient nor Pass-through Entity shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this subgrant agreement, Subrecipient accesses any third-party Intellectual Property that is licensed to Pass-through Entity, Subrecipient agrees to abide by all license and confidentiality restrictions applicable to Pass-through Entity in the third-party's license agreement.
- (4). Subrecipient agrees to cooperate with Pass-through Entity in establishing or maintaining Pass-through Entity's exclusive rights in the Intellectual Property, and in assuring Pass-through Entity's sole rights against third parties with respect to the Intellectual Property. If the Subrecipient enters into any agreements or subcontracts with other parties in order to perform this subgrant agreement, Subrecipient shall require the terms of the agreement(s) to include all Intellectual Property provisions of paragraph 19(a) through 19(i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to Pass-through Entity all rights, title and interest in Intellectual Property made,

conceived, derived from, or reduced to practice by the subcontractor, Subrecipient or Pass-through Entity and which result directly or indirectly from this subgrant agreement or any subcontract.

- (5). Pursuant to paragraph 19(b)(4), the requirement for the Subrecipient to include all Intellectual Property Provisions of paragraph 19(a) through 19(i) 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). Subrecipient further agrees to assist and cooperate with Pass-through Entity 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 Pass-through Entity'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 Subrecipient or Pass-through Entity and which result directly or indirectly from this subgrant agreement, Subrecipient 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. Subrecipient hereby grants to Pass-through Entity, 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 Subrecipient'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 Subrecipient 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 Subrecipient from using any ideas, concepts, know-how, methodology or techniques related to its performance under this subgrant agreement, provided that Subrecipient's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of Pass-through Entity or third party, or result in a breach or default of any provisions of paragraph 19(a) through 19(i) or result in a breach of any provisions of law relating to confidentiality.

d). Copyright

- (1) Subrecipient 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 Subrecipient in connection with Subrecipient's performance of this subgrant agreement shall be deemed "works made for hire." Subrecipient further agrees that the work of each person utilized by Subrecipient in connection with the performance of this subgrant agreement will be a "work made for hire," whether that person is an employee of Subrecipient or that person has entered into an agreement with Subrecipient to perform the work. Subrecipient shall enter into a written agreement with any such person that: (i) all work performed for Subrecipient shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to Pass-through Entity to any work product made, conceived, derived from or reduced to practice by Subrecipient or Pass-through Entity and which result directly or indirectly from this subgrant agreement. Refer to 2 CFR Section 200.35
- (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 Subrecipient or Pass-through Entity and which result directly or indirectly from this subgrant agreement may not be reproduced or disseminated without prior written permission from Pass-through Entity.

e). Patent Rights

With respect to inventions made by Subrecipient in the performance of this subgrant agreement, which did not result from research and development specifically included in the Subgrant's scope of work, Subrecipient hereby grants to Pass-through Entity a license as described under paragraph 19(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 Subrecipient agrees to assign to Pass-through Entity, without addition compensation, all its right, title and interest in and to such inventions and to assist Pass-through Entity in securing United States and foreign patents with respect thereto.

f). Third-Party Intellectual Property

Except as provided herein, Subrecipient agrees that its performance of this subgrant agreement shall not be dependent upon or include any Intellectual Property of Subrecipient or third party without first: (i) obtaining Pass-through Entity's prior written approval; and (ii) granting to or obtaining for Pass-through Entity's, without additional compensation, a license, as described in paragraph 19(c), for any of Subrecipient'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 Pass-through Entity determines that the Intellectual Property should be included in or is required for Subrecipient performance of this subgrant agreement, Subrecipient shall obtain a license under terms acceptable to Pass-through Entity.

g). Warranties

(1). Subrecipient 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 Subrecipient'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 Subrecipient or Pass-through Entity 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 Subrecipient.
- (c). Neither Subrecipients 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 Pass-through Entity 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 Subrecipients performance of this subgrant agreement.

(2). PASS-THROUGH ENTITY 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). Subrecipient shall indemnify, defend and hold harmless Pass-through Entity 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 Subrecipient 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 Subrecipient pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of Pass-through Entity'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 Subrecipient or Pass-through Entity 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. Pass-through Entity reserves the right to participate in and/or control, at Subrecipient's expense, any such infringement action brought against Pass-through Entity.
- (2). Should any Intellectual Property licensed by the Subrecipient to Pass-through Entity under this subgrant agreement become the subject of an Intellectual Property infringement claim, Subrecipient will exercise its authority reasonably and in good faith to preserve Pass-through Entity's right to use the licensed Intellectual Property in accordance with this subgrant agreement at no expense to Pass-through Entity. Pass-through Entity shall have the right to monitor and appear through its own counsel (at Subrecipient's expense) in any such claim or action. In the defense or settlement of the claim, Subrecipient may obtain the right for Pass-through Entity 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, Pass-through Entity 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). Subrecipient agrees that damages alone would be inadequate to compensate Pass-through Entity for breach of any term of these Intellectual Property provisions of paragraph 19(a) through 19(i) by Subrecipient. Subrecipient acknowledges Pass-through Entity would suffer irreparable harm in the event of such breach and agrees Pass-through Entity 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 Subrecipient will exchange various kinds of information pursuant to this subgrant agreement. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit or when the disclosure is restricted or prohibited by any provision of law. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the EDD, the California Department of Social Services, the California Department of Education, the California Department of Corrections and Rehabilitation, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs.

The Pass-through Entity and Subrecipient agree that:

- a). Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- b). Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- c). The Subrecipient agrees that information obtained under this subgrant agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this agreement.
 - (1) Aggregate Summaries: All reports and/or publications developed by the Subrecipient based on data obtained under this agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
 - (2) Publication: Prior to publication, Subrecipient shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to California Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
 - (3) Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
- d). Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.
- e). The Subrecipient shall notify Pass-through Entity's Information Security Office of any actual or attempted information security incidents, within 24

hours of initial detection, by telephone at (916) 654-6231. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets.

The Subrecipient shall cooperate with the Pass-through Entity in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied.

If the Subrecipient learns of a breach in the security of the system which contains confidential data obtained under this Subgrant, then the Subrecipient must provide notification to individuals pursuant to California Civil Code Section 1798.82.

- f). The Subrecipient shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Subgrant. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
- g). At no time will confidential data obtained pursuant to this agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- h). Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in Section 1798.55 of the California Civil Code, Section 502 of the California Penal Code, Section 2111 of the California Unemployment Insurance Code, Section 10850 of the California Welfare and Institutions Code and other applicable local, state and federal laws.
- i). Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- j). Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- k). If the Pass-through Entity or Subrecipient enters into an agreement with a third party to provide WIOA services, the Pass-through Entity or Subrecipient agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.
- l). The Subrecipient may, in its operation of the America's Job Center of California (AJCC), permit an AJCC Operator to enter into a subcontract to manage confidential information. This subcontract may allow an individual to register for resume-distribution services at the same time the individual enrolls in CalJOBS(SM). Subrecipient shall ensure that all such subcontracts comply with the intellectual property requirements of paragraph 19 of this subgrant agreement, the confidentiality requirements of paragraph 20 of this

subgrant agreement and any other terms of this subgrant agreement that may be applicable. In addition, the following requirements must be included in the subcontracts:

- (1). All client information submitted over the internet to the subcontractor's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Clients' social security numbers must be stored in a separate database within the subcontractor's network of servers, and protected by a firewall and a secondary database server firewall or 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 CalJOBS(SM), social security numbers must be destroyed within two days after the client registers for CalJOBS(SM). If a subcontractor obtains confidential information as an agent of the Subrecipient, the subcontract must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. Social security numbers and other client specific information shall not be retained for more than three years after a client completes services. The Subrecipient 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. See 2 CFR 200.333.
 - (2). Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the subcontractor's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the subcontract.
 - (3). An AJCC client must still be given the option to use the AJCC's services, including CalJOBS(SM), even if he or she chooses not to use any services of the subcontractor. This option shall be prominently, clearly and immediately communicated to the client upon registration within the AJCC or for CalJOBS(SM), the subcontractor's resume-distribution services, or any other services subcontractor offers to the client or the AJCC Operator.
 - (4). The subcontractor must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services the subcontractor offers. The subcontractor shall not use a client's personal and/or demographic information without the client's prior permission. A link to the subcontractor's Privacy Policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.
 - (5). When the Pass-through Entity modifies State automated systems such as the State CalJOBS(SM) System, it shall provide reasonable notice of such changes to the Subrecipient. The Subrecipient shall be responsible to communicate such changes to the AJCC Operator(s) in the local area.
- 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 PASS-THROUGH ENTITY

Name: Jaime Gutierrez
Title: Section Manager
Address: P.O. Box 826880, MIC 50
Sacramento, CA 94280-0001
Telephone: (916) 654-9699
Fax: (916) 654-9586

FOR THE SUBRECIPIENT

Name: Kristen Santos
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. Subrecipient will not commence performance prior to the beginning of this subgrant agreement.

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

Name: Jose Luis Marquez
Title: Division Chief
Address: P.O. Box 826880, MIC 50
Sacramento, CA 94280-0001



Edmund G. Brown, Jr.
Governor

July 13, 2016

Mrs. Kristen Santos, Director
STANISLAUS COUNTY
251 East Hackett Road, C-2
Modesto, CA 95358

Mrs. Santos,

WORKFORCE INVESTMENT ACT (WIA) SUBGRANT AGREEMENT

Enclosed is a copy of a modification number eight of your Program Year (PY) 2015-16 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, 2017.

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

Sincerely,

/s/ Laura Caputo
Manager
Financial Management Unit

Enclosure

cc: Mr. Dick Monteith, Supervisor (BOS)
David Hinojosa, MIC 50
Carol Keane, MIC 69

BOARD OF SUPERVISORS
2016 JUL 20 A 10:42

WIOA SUBGRANT AGREEMENT

STANISLAUS COUNTY

SUBGRANT NO: K698399
MODIFICATION NO: 8
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 the WIOA Plan for the above name Subgrantor filed with the Subgrantor pursuant to Workforce Innovation and Opportunity Act (WIOA) Local. 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)
The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter 'TOTAL'

| | |
|--------------------|----------------|
| PRIOR AMOUNT: | \$6,758,815.00 |
| INCREASE/DECREASE: | \$0.00 |
| TOTAL: | \$6,758,815.00 |

TERM OF AGREEMENT

From:4/1/2015 To: 6/30/2017

Terms of Exhibits are as designated on each exhibit

PURPOSE: To extend the term dates for Rapid Response and Layoff Aversion in grant codes 293 and 541 from 06/30/2016 to 06/30/2017.

APPROVED FOR SUBGRANTOR(EDD) (By Signature)

APPROVED FOR SUBGRANTEE (By Signature)

Unilateral modification. Subgrantee Signature not required

Name and Title
JOSÉ LUIS MÁRQUEZ
CHIEF
CENTRAL OFFICE 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: 010 | Statute: 2015 | FY: 15/16 |

SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

SUBGRANT NO:K698399
MODIFICATION NO:8

STANISLAUS COUNTY

I. Allocation

| Funding Source | Prior Amount | Increase | Decrease | Adjusted Allocation |
|---|-----------------------|---------------|---------------|-----------------------|
| WIA/WIOA 25% - Dislocated Worker Rapid Response | | | | |
| 96216 292 Rapid Response Layoff Aversion 07/01/2015 to 06/30/2016 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$8,865.00 | \$0.00 | \$0.00 | \$8,865.00 |
| 98426 293 Rapid Response Layoff Aversion 10/01/2015 to 06/30/2017 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$48,862.00 | \$0.00 | \$0.00 | \$48,862.00 |
| 96216 540 Rapid Response by Formula 07/01/2015 to 06/30/2016 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$32,080.00 | \$0.00 | \$0.00 | \$32,080.00 |
| 98426 541 Rapid Response by Formula 10/01/2015 to 06/30/2017 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$143,405.00 | \$0.00 | \$0.00 | \$143,405.00 |
| Total WIA/WIOA 25% - Dislocated Worker Rapid Response | \$233,212.00 | \$0.00 | \$0.00 | \$233,212.00 |
| WIA/WIOA Formula | | | | |
| 96156 201 Adult Formula RD 1 07/01/2015 to 06/30/2017 Prog/Element 61/90 Ref 101 Fed Catlg 17.258 | \$173,742.00 | \$0.00 | \$0.00 | \$173,742.00 |
| 98286 202 Adult Formula Rd 2 10/01/2015 to 06/30/2017 Prog/Element 61/90 Ref 101 Fed Catlg 17.258 | \$1,905,157.00 | \$0.00 | \$0.00 | \$1,905,157.00 |
| 96106 301 Youth Formula Rd 1 04/01/2015 to 06/30/2017 Prog/Element 61/90 Ref 101 Fed Catlg 17.259 | \$2,156,486.00 | \$0.00 | \$0.00 | \$2,156,486.00 |
| 96206 499 Transfer Dislocated Worker To Adult Rd 1 07/01/2015 to 06/30/2017 Prog/Element 61/90 Ref 101 Fed Catlg 17.278 | \$351,721.00 | \$0.00 | \$0.00 | \$351,721.00 |
| 98216 500 Transfer Dislocated Worker To Adult Rd 2 10/01/2015 to 06/30/2017 Prog/Element 61/90 Ref 101 Fed Catlg 17.278 | \$1,080,961.00 | \$0.00 | \$0.00 | \$1,080,961.00 |
| 96206 501 Dislocated Worker Rd 1 07/01/2015 to 06/30/2017 Prog/Element 61/90 Ref 101 Fed Catlg 17.278 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 98216 502 Dislocated Worker Rd 2 10/01/2015 to 06/30/2017 Prog/Element 61/90 Ref 101 Fed Catlg 17.278 | \$857,536.00 | \$0.00 | \$0.00 | \$857,536.00 |
| Total WIA/WIOA Formula | \$6,525,603.00 | \$0.00 | \$0.00 | \$6,525,603.00 |
| Grand Total: | \$6,758,815.00 | \$0.00 | \$0.00 | \$6,758,815.00 |

NARRATIVE

SUBGRANT NO:K698399
MODIFICATION NO: 8

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

TERM OF THESE FUNDS: 10/01/2015 - 06/30/2017

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 date from 06/30/2016 to 06/30/2017 for the Layoff Aversion Project in grant code 293.

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.

WIOA (2015)

NARRATIVE

SUBGRANT NO:K698399
MODIFICATION NO: 8

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

TERM OF THESE FUNDS: 10/01/2015 - 06/30/2017

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 date from 06/30/2016 to 06/30/2017 for the Rapid Response Project in grant code 541.

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.

WIOA (2015)



2016 NOV 28 A 11:21 Edmund G. Brown Jr.
Governor

November 22, 2016

Kristen Santos
Director
STANISLAUS COUNTY
251 East Hackett Road, C-2
Modesto CA 95358

Dear Mrs. Santos,

RE: WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) SUBGRANT AGREEMENT

Enclosed is a copy of an WIOA Subgrant Agreement with any applicable modifications.

The purpose of this modification is to add second round funds in grant codes 202 (Adult Rd 2), 502 (Dislocated Worker Rd 2), 541 (Rapid Response Rd 2) and 293 (Layoff Aversion Rd 2).

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

Sincerely,
LAURA CAPUTO
Manager
Financial Management Unit

Enclosure:
Subgrant Agreement

cc: Chief Elected Official, Dick Monteith
Regional Advisor, Janyce Wong
FMU Analyst, Kevin Webb, MIC 69

WIOA SUBGRANT AGREEMENT

STANISLAUS COUNTY

SUBGRANT NO: K7102076
MODIFICATION NO: 2
SUBRECIPIENT CODE: STN
UNIQUE ENTITY NO: 838611119

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

SUBRECIPIENT: 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 Pass-through Entity, and the **STANISLAUS COUNTY**, hereinafter the Subrecipient. The Subrecipient agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved Workforce Innovation and Opportunity Act (WIOA) Local Plan for the above named Pass-through Entity filed with the Pass-through Entity pursuant to the WIOA. This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

- Funding Detail Chart
- Rapid Response Layoff Aversion
- Rapid Response by Formula
- Adult Formula Rd 2
- Dislocated Worker Rd 2

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

| | |
|--------------------|----------------|
| PRIOR AMOUNT: | \$2,911,746.00 |
| INCREASE/DECREASE: | \$3,959,993.00 |
| TOTAL: | \$6,871,739.00 |

TERM OF AGREEMENT
From: 4/1/2016 To: 6/30/2018

Terms of Exhibits are as designated on each exhibit

PURPOSE: The purpose of this modification is to add second round funds in grant codes 202 (Adult Rd 2), 502 (Dislocated Worker Rd 2), 541 (Rapid Response Rd 2) and 293 (Layoff Aversion Rd 2).

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

APPROVED FOR SUBRECIPIENT (By Signature)
Unilateral modification. Subrecipient Signature not required

Name and Title
JOSÉ LUIS MÁRQUEZ
CHIEF
CENTRAL OFFICE 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: 000 | Statute: 2016 | FY: 16/17 |

NARRATIVE

SUBGRANT NO:K7102076
MODIFICATION NO: 2

SUBRECIPIENT:STANISLAUS COUNTY
FAIN NO: AA-28305-16-55-A-6
FEDERAL AWARD DATE: 10/27/2016
FUNDING SOURCE: Adult Formula Rd 2 - 202

TERM OF THESE FUNDS: 10/01/2016 - 06/30/2018

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 Innovation and Opportunity Act (WIOA) Adult Formula funds are being incorporated into the Program Year (PY) 2016-17 Subgrant Agreement to support the WIOA Adult Program. The funds in grant code 202 consist of 2nd round funding and are available for expenditure from October 1, 2016 through June 30, 2018.

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.

WIOA (2015)

NARRATIVE

SUBGRANT NO:K7102076
MODIFICATION NO: 2

SUBRECIPIENT:STANISLAUS COUNTY
FAIN NO: AA-28305-16-55-A-6
FEDERAL AWARD DATE: 10/27/2016
FUNDING SOURCE: Rapid Response by Formula - 541

TERM OF THESE FUNDS: 10/01/2016 - 06/30/2017

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 Innovation and Opportunity Act (WIOA) 25 percent Rapid Response (RR) funds are being incorporated into your Program Year (PY) 2016-17 Subgrant Agreement to support the WIOA Dislocated Worker Program. The funds in grant code 541 consist of 2nd round funding and are available for expenditures from October 1, 2016 to June 30, 2017. These "formula based" Rapid Response funds 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.

WIOA (2015)

California Labor and Workforce Development Agency



BOARD OF SUPERVISORS

2017 FEB -2 A 11:11



Edmund G. Brown Jr.
Governor

January 30, 2017

Kristen Santos
Director
STANISLAUS COUNTY
251 East Hackett Road, C-2
Modesto CA 95358

Dear Mrs. Santos,

RE: WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) SUBGRANT AGREEMENT
K7102076.

Enclosed is a copy of an WIOA Subgrant Agreement with any applicable modifications.

The purpose of this modification is to transfer funds from second round Dislocated Worker funds (Grant Code 502), into Adult transfer funds (Grant Code 500). Transfer requested was submitted by subrecipient 01/09/2017.

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

Sincerely,
LAURA CAPUTO
Manager
Financial Management Unit

Enclosure:
Subgrant Agreement

cc: Chief Elected Official, Dick Monteith
Regional Advisor, Janyce Wong
FMU Analyst, Kevin Webb, MIC 69

WIOA SUBGRANT AGREEMENT

STANISLAUS COUNTY

SUBGRANT NO: K7102076
MODIFICATION NO: 3
SUBRECIPIENT CODE: STN
UNIQUE ENTITY NO: 838611119

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

SUBRECIPIENT: 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 Pass-through Entity, and the **STANISLAUS COUNTY**, hereinafter the Subrecipient. The Subrecipient agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved Workforce Innovation and Opportunity Act (WIOA) Local Plan for the above named Pass-through Entity filed with the Pass-through Entity pursuant to the WIOA. This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

- Funding Detail Chart
- Dislocated Worker Rd 2
- Transfer Dislocated Worker To Adult Rd 2

| | | |
|---|--|--|
| ALLOCATION(s) The Pass-through Entity agrees to reimburse the Subrecipient not to exceed the amount listed hereinafter 'TOTAL' | PRIOR AMOUNT INCREASE/DECREASE: TOTAL: | \$6,871,739.00 \$0.00 \$6,871,739.00 |
|---|--|--|

TERM OF AGREEMENT From:4/1/2016 To: 6/30/2018 Terms of Exhibits are as designated on each exhibit

PURPOSE: The purpose of this modification is to transfer funds from second round Dislocated Worker funds (Grant Code 502), into Adult transfer funds (Grant Code 500). Transfer requested was submitted by subrecipient 01/09/2017.

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

APPROVED FOR SUBRECIPIENT (By Signature)
Unilateral modification. Subrecipient Signature not required

Name and Title
JOSÉ LUIS MÁRQUEZ
CHIEF
CENTRAL OFFICE 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: Statute: FY: ****

SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

SUBGRANT NO:K7102076
MODIFICATION NO:3

STANISLAUS COUNTY

I. Allocation

| Funding Source | Prior Amount | Increase | Decrease | Adjusted Allocation |
|---|-----------------------|-----------------------|-------------------------|-----------------------|
| WIA/WIOA 25% - Dislocated Worker Rapid Response | | | | |
| 96217 292 Rapid Response Layoff Aversion 07/01/2016 to 06/30/2017 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$8,481.00 | \$0.00 | \$0.00 | \$8,481.00 |
| 98427 293 Rapid Response Layoff Aversion 10/01/2016 to 06/30/2017 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$44,699.00 | \$0.00 | \$0.00 | \$44,699.00 |
| 96217 540 Rapid Response by Formula 07/01/2016 to 06/30/2017 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$29,942.00 | \$0.00 | \$0.00 | \$29,942.00 |
| 98427 541 Rapid Response by Formula 10/01/2016 to 06/30/2017 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$158,649.00 | \$0.00 | \$0.00 | \$158,649.00 |
| Total WIA/WIOA 25% - Dislocated Worker Rapid Response | \$241,771.00 | \$0.00 | \$0.00 | \$241,771.00 |
| WIA/WIOA Formula | | | | |
| 96157 201 Adult Formula RD 1 07/01/2016 to 06/30/2018 Prog/Element 61/90 Ref 101 Fed Catlg 17.258 | \$275,163.00 | \$0.00 | \$0.00 | \$275,163.00 |
| 98287 202 Adult Formula Rd 2 10/01/2016 to 06/30/2018 Prog/Element 61/90 Ref 101 Fed Catlg 17.258 | \$1,876,338.00 | \$0.00 | \$0.00 | \$1,876,338.00 |
| 96107 301 Youth Formula Rd 1 04/01/2016 to 06/30/2018 Prog/Element 61/90 Ref 101 Fed Catlg 17.259 | \$2,243,498.00 | \$0.00 | \$0.00 | \$2,243,498.00 |
| 98217 500 Transfer Dislocated Worker To Adult Rd 2 10/01/2016 to 06/30/2018 Prog/Element 61/90 Ref 101 Fed Catlg 17.278 | \$0.00 | \$1,000,000.00 | \$0.00 | \$1,000,000.00 |
| 96207 501 Dislocated Worker Rd 1 07/01/2016 to 06/30/2018 Prog/Element 61/90 Ref 101 Fed Catlg 17.278 | \$354,662.00 | \$0.00 | \$0.00 | \$354,662.00 |
| 98217 502 Dislocated Worker Rd 2 10/01/2016 to 06/30/2018 Prog/Element 61/90 Ref 101 Fed Catlg 17.278 | \$1,880,307.00 | \$0.00 | (\$1,000,000.00) | \$880,307.00 |
| Total WIA/WIOA Formula | \$6,629,968.00 | \$1,000,000.00 | (\$1,000,000.00) | \$6,629,968.00 |
| Grand Total: | \$6,871,739.00 | \$1,000,000.00 | (\$1,000,000.00) | \$6,871,739.00 |

NARRATIVE

SUBGRANT NO:K7102076
MODIFICATION NO: 3

SUBRECIPIENT:STANISLAUS COUNTY
FAIN NO: AA-28305-16-55-A-6
FEDERAL AWARD DATE: 10/27/2016
FUNDING SOURCE: Dislocated Worker Rd 2 - 502

TERM OF THESE FUNDS: 10/01/2016 - 06/30/2018

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 \$1,000,000 of WIOA Dislocated Worker formula funds from grant code 502 into grant code 500. The Adult funds in grant code 500 will be used for adult participants only. Adult/Dislocated Worker participants served by grant code 500 funds are to be reported under grant code 201.

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.

WIOA (2015)

NARRATIVE

SUBGRANT NO:K7102076
MODIFICATION NO: 3

SUBRECIPIENT:STANISLAUS COUNTY
FAIN NO: *****
FEDERAL AWARD DATE:
FUNDING SOURCE: Transfer Dislocated Worker To Adult Rd 2 - 500
TERM OF THESE FUNDS: 10/01/2016 - 06/30/2018

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 \$1,000,000 of WIOA Dislocated Worker formula funds from grant code 502 into grant code 500. The Adult funds in grant code 500 will be used for adult participants only. Adult/Dislocated Worker participants served by grant code 500 funds are to be reported under grant code 201.

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.

WIOA (2015)

California Labor and Workforce Development Agency



BOARD OF SUPERVISORS



2017 APR 25 P 12:20

Edmund G. Brown Jr.
Governor

April 20, 2017

Kristen Santos
Director
STANISLAUS COUNTY
251 East Hackett Road, C-2
Modesto CA 95353

Dear Ms. Foster,

RE: WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) SUBGRANT AGREEMENT

Enclosed is a copy of an WIOA Subgrant Agreement with any applicable modifications.

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

Sincerely,
LAURA CAPUTO
Manager
Financial Management Unit

Enclosure:
Subgrant Agreement

cc: Chief Elected Official, Dick Monteith
Regional Advisor, Veronica Champayne
FMU Analyst, Kevin Webb, MIC 69

WIOA SUBGRANT AGREEMENT

STANISLAUS COUNTY

SUBGRANT NO: K7102076
 MODIFICATION NO: 4
 SUBRECIPIENT CODE: STN
 UNIQUE ENTITY NO: 838611119



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

SUBRECIPIENT: 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 Pass-through Entity, and the **STANISLAUS COUNTY**, hereinafter the Subrecipient. The Subrecipient agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved Workforce Innovation and Opportunity Act (WIOA) Local Plan for the above named Pass-through Entity filed with the Pass-through Entity pursuant to the WIOA. This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof.

- Funding Detail Chart
 Rapid Response Layoff Aversion
 Rapid Response by Formula
 Rapid Response Layoff Aversion
 Rapid Response by Formula
 Adult Formula Rd 2
 Dislocated Worker Rd 2

| | | |
|--|---|---|
| ALLOCATION(s) The Pass-through Entity agrees to reimburse the Subrecipient not to exceed the amount listed hereinafter 'TOTAL' | PRIOR AMOUNT INCREASE/DECREASE TOTAL | \$6,871,739.00 \$12,438.00 \$6,884,177.00 |
| TERM OF AGREEMENT From: 4/1/2016 To: 6/30/2018 | Terms of Exhibits are as designated on each exhibit | |
| PURPOSE: To add funding due to the amended rescission into round two grant codes 202, 502, 541, and 293 and to extend the term date from 6/30/2017 to 6/30/2018 for grant codes 540, 541, 292, and 293. | | |
| APPROVED FOR PASS-THROUGH ENTITY (EDD) (By Signature)  | APPROVED FOR SUBRECIPIENT (By Signature) Unilateral modification. Subrecipient Signature not required | |
| Name and Title JAIME GUTIERREZ CHIEF CENTRAL OFFICE 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: 0889 Budgetary Attachment: No
 Chapter: 000 Statute: 2016 FY: 16/17

SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

SUBGRANT NO:K7102076
MODIFICATION NO:4

STANISLAUS COUNTY

I. Allocation

| Funding Source | Prior Amount | Increase | Decrease | Adjusted Allocation |
|---|-----------------------|--------------------|---------------|-----------------------|
| WIA/WIOA 25% - Dislocated Worker Rapid Response | | | | |
| 96217 292 Rapid Response Layoff Aversion 07/01/2016 to 06/30/2018 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$8,481.00 | \$0.00 | \$0.00 | \$8,481.00 |
| 98427 293 Rapid Response Layoff Aversion 10/01/2016 to 06/30/2018 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$44,699.00 | \$302.00 | \$0.00 | \$45,001.00 |
| 96217 540 Rapid Response by Formula 07/01/2016 to 06/30/2018 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$29,942.00 | \$0.00 | \$0.00 | \$29,942.00 |
| 98427 541 Rapid Response by Formula 10/01/2016 to 06/30/2018 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$158,649.00 | \$549.00 | \$0.00 | \$159,198.00 |
| Total WIA/WIOA 25% - Dislocated Worker Rapid Response | \$241,771.00 | \$851.00 | \$0.00 | \$242,622.00 |
| WIA/WIOA Formula | | | | |
| 96157 201 Adult Formula RD 1 07/01/2016 to 06/30/2018 Prog/Element 61/90 Ref 101 Fed Catlg 17.258 | \$275,163.00 | \$0.00 | \$0.00 | \$275,163.00 |
| 98287 202 Adult Formula Rd 2 10/01/2016 to 06/30/2018 Prog/Element 61/90 Ref 101 Fed Catlg 17.258 | \$1,876,338.00 | \$5,787.00 | \$0.00 | \$1,882,125.00 |
| 96107 301 Youth Formula Rd 1 04/01/2016 to 06/30/2018 Prog/Element 61/90 Ref 101 Fed Catlg 17.259 | \$2,243,498.00 | \$0.00 | \$0.00 | \$2,243,498.00 |
| 98217 500 Transfer Dislocated Worker To Adult Rd 2 10/01/2016 to 06/30/2018 Prog/Element 61/90 Ref 101 Fed Catlg 17.278 | \$1,000,000.00 | \$0.00 | \$0.00 | \$1,000,000.00 |
| 96207 501 Dislocated Worker Rd 1 07/01/2016 to 06/30/2018 Prog/Element 61/90 Ref 101 Fed Catlg 17.278 | \$354,662.00 | \$0.00 | \$0.00 | \$354,662.00 |
| 98217 502 Dislocated Worker Rd 2 10/01/2016 to 06/30/2018 Prog/Element 61/90 Ref 101 Fed Catlg 17.278 | \$880,307.00 | \$5,800.00 | \$0.00 | \$886,107.00 |
| Total WIA/WIOA Formula | \$6,629,968.00 | \$11,587.00 | \$0.00 | \$6,641,555.00 |
| Grand Total: | \$6,871,739.00 | \$12,438.00 | \$0.00 | \$6,884,177.00 |

NARRATIVE

SUBGRANT NO:K7102076
MODIFICATION NO: 4

SUBRECIPIENT:STANISLAUS COUNTY
FAIN NO: AA-28305-16-55-A-6
FEDERAL AWARD DATE: 10/27/2016
FUNDING SOURCE: Adult Formula Rd 2 - 202

TERM OF THESE FUNDS: 10/01/2016 - 06/30/2018

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

Additional Workforce Innovation and Opportunity Act (WIOA) Adult Formula funds are being incorporated into the Program Year (PY) 2016-17 Subgrant Agreement to support the WIOA Adult Program. The funds in grant code 202 consist of 2nd round funding and are available for expenditure from October 1, 2016 through June 30, 2018.

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.

WIOA (2015)

NARRATIVE

SUBGRANT NO:K7102076
MODIFICATION NO: 4

SUBRECIPIENT:STANISLAUS COUNTY
FAIN NO: AA-28305-16-55-A-6
FEDERAL AWARD DATE: 7/22/2016
FUNDING SOURCE: Rapid Response Layoff Aversion - 292

TERM OF THESE FUNDS: 07/01/2016 - 06/30/2018

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 date from 6/30/17 to 6/30/18 for the Rapid Response Layoff Aversion Project in grant code 292.

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.

WFOA (2015)

NARRATIVE

SUBGRANT NO:K7102076
MODIFICATION NO: 4

SUBRECIPIENT:STANISLAUS COUNTY
FAIN NO: AA-28305-16-55-A-6
FEDERAL AWARD DATE: 10/27/2016
FUNDING SOURCE: Rapid Response Layoff Aversion - 293

TERM OF THESE FUNDS: 10/01/2016 - 06/30/2018

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

Additional Layoff Aversion funds are being incorporated into the Program Year (PY) 2016-17 Subgrant Agreement to support the Layoff Aversion Program. These 2nd round 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, 2016 to June 30, 2018.

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.

WIOA (2015)

NARRATIVE

SUBGRANT NO:K7102076
MODIFICATION NO: 4

SUBRECIPIENT:STANISLAUS COUNTY
FAIN NO: AA-28305-16-55-A-6
FEDERAL AWARD DATE: 10/27/2016
FUNDING SOURCE: Dislocated Worker Rd 2 - 502

TERM OF THESE FUNDS: 10/01/2016 - 06/30/2018

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

Additional Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Formula funds are being incorporated into the Program Year (PY) 2016-17 Subgrant Agreement to support the WIOA Dislocated Worker Program. The funds in grant code 502 consist of 2nd round funding and are available for expenditures from October 1, 2016 through June 30, 2018.

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.

WIOA (2015)

NARRATIVE

SUBGRANT NO:K7102076
MODIFICATION NO: 4

SUBRECIPIENT:STANISLAUS COUNTY
FAIN NO: AA-28305-16-55-A-6
FEDERAL AWARD DATE: 7/22/2016
FUNDING SOURCE: Rapid Response by Formula - 540

TERM OF THESE FUNDS: 07/01/2016 - 06/30/2018

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 date from 6/30/17 to 6/30/18 for the Rapid Response by Formula Project in grant code 540.

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.

WIOA (2015)

NARRATIVE

SUBGRANT NO:K7102076
MODIFICATION NO: 4

SUBRECIPIENT:STANISLAUS COUNTY
FAIN NO: AA-28305-16-55-A-6
FEDERAL AWARD DATE: 10/27/2016
FUNDING SOURCE: Rapid Response by Formula - 541

TERM OF THESE FUNDS: 10/01/2016 - 06/30/2018

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

Additional Workforce Innovation and Opportunity Act (WIOA) 25 percent Rapid Response (RR) funds are being incorporated into your Program Year (PY) 2016-17 Subgrant Agreement to support the WIOA Dislocated Worker Program. The funds in grant code 541 consist of 2nd round funding and are available for expenditures from October 1, 2016 to June 30, 2018. These "formula based" Rapid Response funds 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.

WIOA (2015)



BOARD OF SUPERVISORS Edmund G. Brown, Jr.
Governor

April 24, 2017

2017 MAY -9 A 10:04

Ms. Doris Foster, Director
STANISLAUS COUNTY
P.O. Box 3389
Modesto, CA 95353

Ms. Foster:

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) SUBGRANT
AGREEMENT K7102076

Enclosed is a copy of modification of your PY 16/17 WIOA Subgrant Agreement. This modification adds exhibits for the CalJOBS VOS Enhancement Touch Screen Technology Project into grant code 1090.

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

Sincerely,

/s/ LAURA CAPUTO
Manager
Financial Management Unit

Enclosure

cc: Mr. Vito Chiesa, Chairman
Veronica Champayne, MIC 50
Carol Keane, MIC 69

WIOA SUBGRANT AGREEMENT

SUBGRANT NO: K7102076
 MODIFICATION NO: 5
 SUBRECIPIENT CODE: STN
 UNIQUE ENTITY NO: 838611119

STANISLAUS COUNTY

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

SUBRECIPIENT: 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 Pass-through Entity, and the **STANISLAUS COUNTY**, hereinafter the Subrecipient. The Subrecipient agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved Workforce Innovation and Opportunity Act (WIOA) Local Plan for the above named Pass-through Entity filed with the Pass-through Entity pursuant to the WIOA. This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

Funding Detail Chart
 CalJOBS VOS Enhancement: Touch Screen Technology
 1090 Other Exhibit Exhibit SOW, 1 pages

| | | |
|---|--|--|
| ALLOCATION(s) The Pass-through Entity agrees to reimburse the Subrecipient not to exceed the amount listed hereinafter 'TOTAL' | PRIOR AMOUNT INCREASE/DECREASE: TOTAL: | \$6,884,177.00 \$6,000.00 \$6,890,177.00 |
|---|--|--|

| | |
|---|---|
| TERM OF AGREEMENT From: 4/1/2016 To: 6/30/2018 | Terms of Exhibits are as designated on each exhibit |
|---|---|

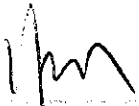
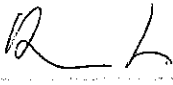
PURPOSE: To fund the CalJOBS VOS Enhancement: Touch Screen Technology project in grant code 1090.

| | |
|---|--|
| APPROVED FOR PASS-THROUGH ENTITY (EDD) (By Signature)  | APPROVED FOR SUBRECIPIENT (By Signature) Unilateral modification. Subrecipient Signature not required |
|---|--|

| | |
|---|----------------|
| Name and Title JAIME GUTIERREZ CHIEF CENTRAL OFFICE 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: 000 Statute: 2016 FY: 16/17

NARRATIVE

SUBGRANT NO:K7102076
MODIFICATION NO: 5

SUBRECIPIENT:STANISLAUS COUNTY
FAIN NO: AA-28305-16-55-A-6
FEDERAL AWARD DATE: 10/27/2016
FUNDING SOURCE: CalJOBS VOS Enhancement: Touch Screen Technology - 1090

TERM OF THESE FUNDS: 03/01/2017 - 03/31/2018

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 incorporate \$6,000 of WIOA Governor's Discretionary funds into grant code 1090 for the CalJOBS VOS Enhancement: Touch Screen Technology project. The term of this agreement is from 3/1/17 to 3/31/18.

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.

WIOA (2015)

Exhibit A Scope of Work

Parties/Purpose

This agreement is entered into by the Employment Development Department hereinafter referred to as EDD. The purpose of this agreement is to provide equipment to America Job Centers of California, hereinafter referred to as AJCCs for use with the CalJOBSSM VOS Greeter Module.

Background and Statement of Need

The VOS Greeter Module in CalJOBS is a virtual check-in system designed to replace the paper sign-in sheets. This module will allow for the tracking of all individuals visits with the goal of understanding why job seekers come through the AJCC doors. The module has reports to depict specific visit reasons, times, and days of the week jobs seekers are coming into the centers. The module also promotes a "green" effort to doing business by reducing the amount of paper being utilized by the offices. This effort not only promotes a better environmental outcome but is more fiscally responsible by having a one-time cost for equipment and lowering the cost of frequently replacing paper in printers and copiers.

Scope of Work

Currently, there are eight Local Areas (and their associated offices) participating in a pilot program. The pilot program started in September 2016 and has tracked approximately 105,000 visitors to the employment centers in the following Local Areas: Imperial County, Los Angeles County, Mendocino County, Merced County, Orange County, San Benito County, San Joaquin County, and the Santa Ana Work Center. Full implementation to all Local Areas will begin on July 1, 2017. The equipment necessary to use the VOS Greeter module would only need to be a device with an internet connection (hardwired or wireless) and browser capability to be able to log into CalJOBS. AJCCs would be able to set up a sign-in station or kiosk to be either self-serve or staff assisted. Examples of devices are as follows:

- Standard Personal Computer (PC) with keyboard, mouse, and monitor
- Laptop
- Touchscreen PC
- Tablet/iPad
- 2 in 1 device (Laptop which can be converted to a tablet)

Performance/Progress Reports

Reports can be run by AJCCs, EDD, the California Labor and Workforce Development Agency (LWDA), and the California Workforce Development Board (State Board). The reports available answer the following questions who, when, and why. The reports are as follows:

- list (who)
- visit reason (why)
- hour and weekday (when)

WIOA SUBGRANT AGREEMENT

STANISLAUS COUNTY

SUBGRANT NO: K7102076
MODIFICATION NO: 6
SUBRECIPIENT CODE: STN
UNIQUE ENTITY NO: 838611119
INDIRECT COST RATE: 16%

PASS-THROUGH ENTITY:

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

SUBRECIPIENT: 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 Pass-through Entity, and the **STANISLAUS COUNTY**, hereinafter the Subrecipient. The Subrecipient agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved Workforce Innovation and Opportunity Act (WIOA) Local Plan for the above named Pass-through Entity filed with the Pass-through Entity pursuant to the WIOA. This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

Funding Detail Chart

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

PRIOR AMOUNT \$6,890,177.00
INCREASE/DECREASE: \$2,011.00
TOTAL: \$6,892,188.00

TERM OF AGREEMENT

From: 4/1/2016 To: 6/30/2018

Terms of Exhibits are as designated on each exhibit

PURPOSE: The purpose of this modification is to adjust DW funding to Second Round Grant Codes 502, 541, 293. Additional funds received via Modification 4 (NOA dated 4/4/2017) due to recapture and reallocation.

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

APPROVED FOR SUBRECIPIENT (By Signature)
Unilateral modification. Subrecipient Signature not required

Name and Title
JAIME GUTIERREZ
CHIEF
CENTRAL OFFICE 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: 023 Statute: 2016 FY: 16/17

SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

SUBGRANT NO:K7102076
MODIFICATION NO:6

STANISLAUS COUNTY

I. Allocation

| Funding Source | Prior Amount | Increase | Decrease | Adjusted Allocation |
|--|-----------------------|-------------------|---------------|-----------------------|
| WIA/WIOA 15% - Governor's Discretionary | | | | |
| 98717 1090 CalJOBS VOS Enhancement: Touch Screen Technology 03/01/2017 to 03/31/2018 Prog/Element 61/35 Ref 001 Fed Catlg 17.258 | \$6,000.00 | \$0.00 | \$0.00 | \$6,000.00 |
| Total WIA/WIOA 15% - Governor's Discretionary | \$6,000.00 | \$0.00 | \$0.00 | \$6,000.00 |
| WIA/WIOA 25% - Dislocated Worker Rapid Response | | | | |
| 96217 292 Rapid Response Layoff Aversion 07/01/2016 to 06/30/2018 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$8,481.00 | \$0.00 | \$0.00 | \$8,481.00 |
| 98427 293 Rapid Response Layoff Aversion 10/01/2016 to 06/30/2018 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$45,001.00 | \$91.00 | \$0.00 | \$45,092.00 |
| 96217 540 Rapid Response by Formula 07/01/2016 to 06/30/2018 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$29,942.00 | \$0.00 | \$0.00 | \$29,942.00 |
| 98427 541 Rapid Response by Formula 10/01/2016 to 06/30/2018 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$159,198.00 | \$166.00 | \$0.00 | \$159,364.00 |
| Total WIA/WIOA 25% - Dislocated Worker Rapid Response | \$242,622.00 | \$257.00 | \$0.00 | \$242,879.00 |
| WIA/WIOA Formula | | | | |
| 96157 201 Adult Formula RD 1 07/01/2016 to 06/30/2018 Prog/Element 61/90 Ref 101 Fed Catlg 17.258 | \$275,163.00 | \$0.00 | \$0.00 | \$275,163.00 |
| 98287 202 Adult Formula Rd 2 10/01/2016 to 06/30/2018 Prog/Element 61/90 Ref 101 Fed Catlg 17.258 | \$1,882,125.00 | \$0.00 | \$0.00 | \$1,882,125.00 |
| 96107 301 Youth Formula Rd 1 04/01/2016 to 06/30/2018 Prog/Element 61/90 Ref 101 Fed Catlg 17.259 | \$2,243,498.00 | \$0.00 | \$0.00 | \$2,243,498.00 |
| 98217 500 Transfer Dislocated Worker To Adult Rd 2 10/01/2016 to 06/30/2018 Prog/Element 61/90 Ref 101 Fed Catlg 17.278 | \$1,000,000.00 | \$0.00 | \$0.00 | \$1,000,000.00 |
| 96207 501 Dislocated Worker Rd 1 07/01/2016 to 06/30/2018 Prog/Element 61/90 Ref 101 Fed Catlg 17.278 | \$354,662.00 | \$0.00 | \$0.00 | \$354,662.00 |
| 98217 502 Dislocated Worker Rd 2 10/01/2016 to 06/30/2018 Prog/Element 61/90 Ref 101 Fed Catlg 17.278 | \$886,107.00 | \$1,754.00 | \$0.00 | \$887,861.00 |
| Total WIA/WIOA Formula | \$6,641,555.00 | \$1,754.00 | \$0.00 | \$6,643,309.00 |
| Grand Total: | \$6,890,177.00 | \$2,011.00 | \$0.00 | \$6,892,188.00 |

WIOA SUBGRANT AGREEMENT

STANISLAUS COUNTY

SUBGRANT NO: K7102076
 MODIFICATION NO: 7
 SUBRECIPIENT CODE: STN
 UNIQUE ENTITY NO: 838611119
 INDIRECT COST RATE: 16%

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

SUBRECIPIENT: 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 Pass-through Entity, and the **STANISLAUS COUNTY**, hereinafter the Subrecipient. The Subrecipient agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved Workforce Innovation and Opportunity Act (WIOA) Local Plan for the above named Pass-through Entity filed with the Pass-through Entity pursuant to the WIOA. This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

Funding Detail Chart
 VEAP PY 16/17

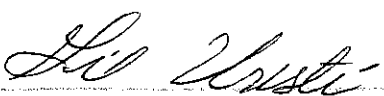
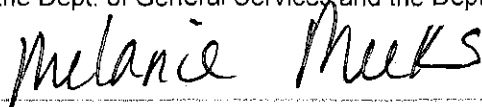
| | | |
|---|--|--|
| ALLOCATION(s) The Pass-through Entity agrees to reimburse the Subrecipient not to exceed the amount listed hereinafter 'TOTAL' | PRIOR AMOUNT INCREASE/DECREASE: TOTAL: | \$6,892,188.00 \$448,554.00 \$7,340,742.00 |
|---|--|--|

| | |
|--|---|
| TERM OF AGREEMENT From: 4/1/2017 To: 12/31/2018 | Terms of Exhibits are as designated on each exhibit |
|--|---|

PURPOSE: To add funding to the VEAP project in grant code 1092 with term dates of 6/1/17 to 12/31/18.

| | |
|--|--|
| APPROVED FOR PASS-THROUGH ENTITY(EDD) (By Signature)  | APPROVED FOR SUBRECIPIENT (By Signature) Unilateral modification. Subrecipient Signature not required |
|--|--|

| | |
|---|----------------|
| Name and Title JAIME GUTIERREZ CHIEF CENTRAL OFFICE 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: 023 Statute: 2016 FY: 16/17

SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

SUBGRANT NO:K7102076
MODIFICATION NO:7

STANISLAUS COUNTY

I. Allocation

| Funding Source | Prior Amount | Increase | Decrease | Adjusted Allocation |
|--|-----------------------|---------------------|---------------|-----------------------|
| WIA/WIOA 15% - Governor's Discretionary | | | | |
| 98717 1090 CalJOBS VOS Enhancement: Touch Screen Technology 03/01/2017 to 03/31/2018 Prog/Element 61/35 Ref 001 Fed Catlg 17.258 | \$6,000.00 | \$0.00 | \$0.00 | \$6,000.00 |
| 98027 1092 VCAP PY 16/17 06/01/2017 to 12/31/2018 Prog/Element 61/40 Ref 001 Fed Catlg 17.258 | \$0.00 | \$448,554.00 | \$0.00 | \$448,554.00 |
| Total WIA/WIOA 15% - Governor's Discretionary | \$6,000.00 | \$448,554.00 | \$0.00 | \$454,554.00 |
| WIA/WIOA 25% - Dislocated Worker Rapid Response | | | | |
| 96217 292 Rapid Response Layoff Aversion 07/01/2016 to 06/30/2018 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$8,481.00 | \$0.00 | \$0.00 | \$8,481.00 |
| 98427 293 Rapid Response Layoff Aversion 10/01/2016 to 06/30/2018 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$45,092.00 | \$0.00 | \$0.00 | \$45,092.00 |
| 96217 540 Rapid Response by Formula 07/01/2016 to 06/30/2018 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$29,942.00 | \$0.00 | \$0.00 | \$29,942.00 |
| 98427 541 Rapid Response by Formula 10/01/2016 to 06/30/2018 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$159,364.00 | \$0.00 | \$0.00 | \$159,364.00 |
| Total WIA/WIOA 25% - Dislocated Worker Rapid Response | \$242,879.00 | \$0.00 | \$0.00 | \$242,879.00 |
| WIA/WIOA Formula | | | | |
| 96157 201 Adult Formula RD 1 07/01/2016 to 06/30/2018 Prog/Element 61/90 Ref 101 Fed Catlg 17.258 | \$275,163.00 | \$0.00 | \$0.00 | \$275,163.00 |
| 98287 202 Adult Formula Rd 2 10/01/2016 to 06/30/2018 Prog/Element 61/90 Ref 101 Fed Catlg 17.258 | \$1,882,125.00 | \$0.00 | \$0.00 | \$1,882,125.00 |
| 96107 301 Youth Formula Rd 1 04/01/2016 to 06/30/2018 Prog/Element 61/90 Ref 101 Fed Catlg 17.259 | \$2,243,498.00 | \$0.00 | \$0.00 | \$2,243,498.00 |
| 98217 500 Transfer Dislocated Worker To Adult Rd 2 10/01/2016 to 06/30/2018 Prog/Element 61/90 Ref 101 Fed Catlg 17.278 | \$1,000,000.00 | \$0.00 | \$0.00 | \$1,000,000.00 |
| 96207 501 Dislocated Worker Rd 1 07/01/2016 to 06/30/2018 Prog/Element 61/90 Ref 101 Fed Catlg 17.278 | \$354,662.00 | \$0.00 | \$0.00 | \$354,662.00 |
| 98217 502 Dislocated Worker Rd 2 10/01/2016 to 06/30/2018 Prog/Element 61/90 Ref 101 Fed Catlg 17.278 | \$887,861.00 | \$0.00 | \$0.00 | \$887,861.00 |
| Total WIA/WIOA Formula | \$6,643,309.00 | \$0.00 | \$0.00 | \$6,643,309.00 |
| Grand Total: | \$6,892,188.00 | \$448,554.00 | \$0.00 | \$7,340,742.00 |

NARRATIVE

SUBGRANT NO:K7102076

MODIFICATION NO: 7

SUBRECIPIENT:STANISLAUS COUNTY

FAIN NO: AA-28305-16-55-A-6

FEDERAL AWARD DATE: 10/27/2016

FUNDING SOURCE: VEAP PY 16/17 - 1092

TERM OF THESE FUNDS: 06/01/2017 - 12/31/2018

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 incorporate \$xxx,xxx of WIOA Governor's Discretionary funds into grant code 1092 from 06/01/2017 to 12/31/2018. The grant funds available are limited to 10 percent of the total award until the department receives and approves the completed required subgrant exhibits within 60 days of the grant's initiation.

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.

WIOA (2015)

WIOA SUBGRANT AGREEMENT

STANISLAUS COUNTY

SUBGRANT NO: K7102076
 MODIFICATION NO: 9
 SUBRECIPIENT CODE: STN
 UNIQUE ENTITY NO: 838611119
 INDIRECT COST RATE: 16%

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

SUBRECIPIENT: 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 Pass-through Entity, and the **STANISLAUS COUNTY**, hereinafter the Subrecipient. The Subrecipient agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved Workforce Innovation and Opportunity Act (WIOA) Local Plan for the above named Pass-through Entity filed with the Pass-through Entity pursuant to the WIOA. This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

- | | |
|---|---------------------|
| Funding Detail Chart | |
| VEAP PY 16/17 | |
| 1092 Project Narrative | Exhibit A, 15 pages |
| 1092 Expenditure Plan | Exhibit E, 1 pages |
| 1092 Budget Summary Plan | Exhibit F, 1 pages |
| 1092 Supplemental Budget Form | Exhibit G, 1 pages |
| 1092 Project Workplan | Exhibit I, 1 pages |
| 1092 Partner Roles and Responsibilities | Exhibit J, 3 pages |
| 1092 Performance Goals/Benchmark Plan | Exhibit K, 1 pages |

| | | |
|--|--------------------|----------------|
| ALLOCATION(s) | PRIOR AMOUNT | \$7,348,472.00 |
| The Pass-through Entity agrees to reimburse the Subrecipient not to exceed the amount listed hereinafter 'TOTAL' | INCREASE/DECREASE: | \$0.00 |
| | TOTAL: | \$7,348,472.00 |

TERM OF AGREEMENT
 From: 4/1/2017 To: 12/31/2018

Terms of Exhibits are as designated on each exhibit

PURPOSE: To add exhibits to the VEAP PY 16/17 project in grant code 1092.

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

APPROVED FOR SUBRECIPIENT (By Signature)
 Unilateral modification. Subrecipient Signature not required

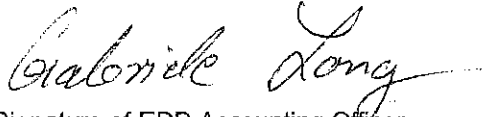


Name and Title
 JAIME GUTIERREZ
 CHIEF
 CENTRAL OFFICE WORKFORCE SERVICES
 DIVISION

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: 023 | Statute: 2016 | FY: 16/17 |

SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

SUBGRANT NO:K7102076
MODIFICATION NO:9

STANISLAUS COUNTY

I. Allocation

| Funding Source | Prior Amount | Increase | Decrease | Adjusted Allocation |
|--|-----------------------|---------------|---------------|-----------------------|
| WIA/WIOA 15% - Governor's Discretionary | | | | |
| 98717 1090 CalJOBS VOS Enhancement: Touch Screen Technology 03/01/2017 to 03/31/2018 Prog/Element 61/35 Ref 001 Fed Catlg 17.258 | \$6,000.00 | \$0.00 | \$0.00 | \$6,000.00 |
| 98027 1092 VEAP PY 16/17 06/01/2017 to 12/31/2018 Prog/Element 61/40 Ref 001 Fed Catlg 17.258 | \$448,554.00 | \$0.00 | \$0.00 | \$448,554.00 |
| Total WIA/WIOA 15% - Governor's Discretionary | \$454,554.00 | \$0.00 | \$0.00 | \$454,554.00 |
| WIA/WIOA 25% - Dislocated Worker Rapid Response | | | | |
| 96217 292 Rapid Response Layoff Aversion 07/01/2016 to 06/30/2018 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$8,481.00 | \$0.00 | \$0.00 | \$8,481.00 |
| 98427 293 Rapid Response Layoff Aversion 10/01/2016 to 06/30/2018 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$45,280.00 | \$0.00 | \$0.00 | \$45,280.00 |
| 96217 540 Rapid Response by Formula 07/01/2016 to 06/30/2018 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$29,942.00 | \$0.00 | \$0.00 | \$29,942.00 |
| 98427 541 Rapid Response by Formula 10/01/2016 to 06/30/2018 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$159,705.00 | \$0.00 | \$0.00 | \$159,705.00 |
| Total WIA/WIOA 25% - Dislocated Worker Rapid Response | \$243,408.00 | \$0.00 | \$0.00 | \$243,408.00 |
| WIA/WIOA Formula | | | | |
| 96157 201 Adult Formula RD 1 07/01/2016 to 06/30/2018 Prog/Element 61/90 Ref 101 Fed Catlg 17.258 | \$275,163.00 | \$0.00 | \$0.00 | \$275,163.00 |
| 98287 202 Adult Formula Rd 2 10/01/2016 to 06/30/2018 Prog/Element 61/90 Ref 101 Fed Catlg 17.258 | \$1,885,721.00 | \$0.00 | \$0.00 | \$1,885,721.00 |
| 96107 301 Youth Formula Rd 1 04/01/2016 to 06/30/2018 Prog/Element 61/90 Ref 101 Fed Catlg 17.259 | \$2,243,498.00 | \$0.00 | \$0.00 | \$2,243,498.00 |
| 98217 500 Transfer Dislocated Worker To Adult Rd 2 10/01/2016 to 06/30/2018 Prog/Element 61/90 Ref 101 Fed Catlg 17.278 | \$1,000,000.00 | \$0.00 | \$0.00 | \$1,000,000.00 |
| 96207 501 Dislocated Worker Rd 1 07/01/2016 to 06/30/2018 Prog/Element 61/90 Ref 101 Fed Catlg 17.278 | \$354,662.00 | \$0.00 | \$0.00 | \$354,662.00 |
| 98217 502 Dislocated Worker Rd 2 10/01/2016 to 06/30/2018 Prog/Element 61/90 Ref 101 Fed Catlg 17.278 | \$891,466.00 | \$0.00 | \$0.00 | \$891,466.00 |
| Total WIA/WIOA Formula | \$6,650,510.00 | \$0.00 | \$0.00 | \$6,650,510.00 |
| Grand Total: | \$7,348,472.00 | \$0.00 | \$0.00 | \$7,348,472.00 |

NARRATIVE

SUBGRANT NO:K7102076
MODIFICATION NO: 9

SUBRECIPIENT:STANISLAUS COUNTY
FAIN NO: AA-28305-16-55-A-6
FEDERAL AWARD DATE: 10/27/2016
FUNDING SOURCE: VEAP PY 16/17 - 1092

TERM OF THESE FUNDS: 06/01/2017 - 12/31/2018

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 add exhibits to the VEAP PY 16/17 project in grant code 1092.

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.

WIOA (2015)

| STATE USE ONLY | Exhibit A |
|----------------------------|-----------|
| Subgrant Number: | K7102076 |
| Project Number: | 1092 |
| Initial Plan: | 06/2017 |
| Project Modification Date: | 08/2017 |

Organization Name Alliance Worknet of Stanislaus County

IMPORTANT: Follow the Proposal Instructions and Checklist when completing each section item of this form. Use Arial 12 font. Print one sided. Maximum 15 Pages. Shaded and Italicized guidance under each section of this form can be deleted to make more space for the narrative.

Section I—Statement of Need

I.1. Targeted Region

Merced, Madera, and Stanislaus Counties are centrally located in an area known as the San Joaquin Valley, a position that places the counties within a potentially dynamic growth corridor ideally situated for business and industry. While geographically the counties are in the most productive agricultural region in the world, there is a consistent and shifting trend away from an agri-based economy to a service based economy, particularly as automation and technology have advanced in agricultural processing. The three-county region currently has a total of 43,402 veterans with 709 additional veterans returning to the region each year (U.S. Department of Veterans Affairs). Veterans need assistance with vocational training, skills upgrade training, on the job training leading to vocational skills certificates or experience and/or apprenticeships providing them with the opportunity to attain self-sufficiency, as well as resources and linkages to services that will assist veterans assimilate into their respective communities. These needs have been identified through researching data specific to the veteran population, information from veteran service agencies, and the participation outcomes of previously enrolled Workforce Investment Act/Workforce Innovation and Opportunity Act (WIA/WIOA) veterans.

The Employment Development Department Labor Market Information Division (LMID) ranks unemployment rates in the three-county region to be served through this grant among the highest in California. Of the 58 County areas for which unemployment rates were identified, per the December 2016 LMID report, Merced ranks 4th (10.8%), Madera ranks 9th (9.4%) and Stanislaus ranks 15th (8.3). The collective areas have a combined Unemployment Rate of 9.5%, as compared to the State of California's 5.0%

According to the US Census Bureau, the three regional partnership counties poverty rate stands at 26.5% (Stanislaus 21.8%, Madera 22.6%, Merced 35.1%), exceeding the State average by 9.7%. That translates to approximately 123,200 people living below the federal poverty standards. The portion of veterans included in this group is estimated to be no fewer than 4,200.

According to US Department of Housing and Urban Development 2014 report, there are 12,096 homeless veterans in the State of California which represents almost a quarter of the national homeless population. Stanislaus, Madera and Merced have over 200 veterans who are homeless.

We also anticipate that some of the veterans we will serve are disabled. According to the American Community Survey's 5 year estimates (2011-2015), approximately 7,190 veterans have a service-connected disability rating, with 2,106 Veterans rated at least 70% disabled.

Upon returning from military service, many veterans are faced with a highly competitive employment market and are having difficulty in transitioning their marketable skill set in the local economy. Coupled with a higher unemployment rate than in other areas of the state adds to the challenge. Through this grant the three-county regional partnership seeks to positively impact our veteran populations through the programs and services provided by the partnership.

1.2. Targeted Industry Sector

The three county partnership selected the following sectors as priorities under the 2017 – 2020 Regional Development Plan: Advanced Manufacturing; Construction (including public infrastructure) Healthcare; and Transportation and Logistics. The decision to target these sectors, is based principally on the following factors:

- Each is showing substantial growth and/or post-recession resurgence in the San Joaquin Valley.
- To varying extents, the industries are being transformed by technology, requiring innovative strategies and approaches for training new workers and the current workforce;
- Engagement with businesses, business supporting agencies and economic development organizations all suggest that these sectors will benefit as the result of interventions by the workforce and education system.
- They were selected as targets through the extensive research and planning that culminated in the 2012 San Joaquin Valley Regional Industry Cluster Analysis and Action Plan. According to the Cluster Action Plan, emerging opportunities for these "comparative advantage" industry clusters are the foundation for innovation, competitiveness and future well-being in the region. They support improved health, sustainability, self-sufficiency and shared prosperity.

In its 2012 analysis, Applied Development Economics (ADE) indicates that the region has had a relatively slow recovery from the Great Recession. Before the recession, total jobs in the region peaked at 1,361,550 in 2007 and did not reach that level again until 2014. The annual average number of jobs for 2015 was estimated at 1,405,122. Through 2008, total jobs in the region were growing at a 1.4 annual percentage rate, while, since 2008, the number of jobs has grown at a much lower 0.5 percent per year. The analysis conclude that, at 1.4 percent a year, jobs in the San Joaquin Valley Region

is expected to grow modestly through 2025, although they project a number of sectors (Construction, Health, Logistics, Professional, Scientific and Technical Services, Administrative Support, Education, Healthcare and Food Service) to exceed this overall annual growth rate. However, qualified workers are in short supply for certain key job categories and skill areas. ADE's summary of overall job growth in the region indicates:

- The regional unemployment rate declined to 9.9 percent in 2015, down from the peak of 16.5 percent in 2010, but still well above the low point of 7.9 percent in 2006.
- Before the recession, total jobs in the region peaked at 1,361,550 in 2007 and did not reach that level again until late 2014. Jobs have grown to 1,405,122 (annual average) in 2015.
- Manufacturing is projected to increase by 7,000 jobs, but this trend masks considerable turbulence within the sector, with some industries growing while others decline. Wineries (NAICS 312230) are projected to grow by 1,400 new jobs and a number of other food processing industries are projected to grow by at least 500 new jobs each, such as roasted nuts and peanut butter (NAICS 311911), poultry processing (NAICS 311615), animal slaughtering (NAICS 311611), and cheese manufacturing (NAICS 311513).
- Construction has recovered more than 12,800 jobs over the past five years, but is projected to continue at less than half that rate of job growth, with 11,200 new jobs created between 2015 and 2025.
- The Logistics sector, including Wholesale, Warehousing and Transportation, is projected to grow by a combined 22,700 new jobs.
- Healthcare is projected to see the highest growth in jobs between 2015 and 2025 (51,000 new jobs)

I.3. Employment Opportunities/Skills Gap

Many veterans have skill gaps that are not identified prior to receiving services. Veterans often have difficulty translating their military service skills equivalence. The private sector requires some levels of certification that are not relevant in the military. An example would be a Class A License for Truck Driving. While a soldier may qualify in the service to drive large equipment, many are not licensed for private sector employment. Many of the newer distribution centers have computerized inventory systems to control the flow and amount of stock to be labeled shipped and received, relying on the operators to be trained in electronic control systems and operations.

For all three partners in this regional initiative, placement in Advanced Manufacturing, Logistics and Transportation, Construction and Health Care has been very high. Stanislaus County alone has trained 158 truck drivers since July of 2014, and placed 116 (73.4%) trainees in training related positions. Several Central Valley manufactures including JBT Food Tech, the Ardagh Group and Constellation Brands requested that an accelerated welding/blue print reading training program be established. Madera County, in conjunction with Merced Community College, Reedley College and Fresno City College developed an accredited, year-long pathway program which will complete

its first cycle in the summer of 2017. Projections from EDD's Labor Market Information Division below show the regional trend from 2015 to 2025 for the occupations in the targeted industry sectors:

| Industry (San Joaquin Valley Region) | 2015 Jobs | 2025 Projected | 2015-25 Annual Growth Rate |
|---|-----------|-------------------|----------------------------------|
| Advanced Manufacturing | 30,277 | 30,777 | 0.2% |
| Health and Wellness | 203,489 | 254,499 | 2.3% |
| Logistics/Transportation | 51,436 | 63,324 | 2.1% |
| Heavy Construction | 12,423 | 15,699 | 2.4% |
| Total Jobs | | | |

Section II—Target Group

II.1. Target Group Description

The veteran target population characteristics to be served for the three counties are generally very similar. They are primarily males, between the ages of 18-45, the majority representing the Gulf War era. The remainder represents Afghanistan and Iraq (Post War era). Female veterans are an average of approximately 6.4 percent in the three-county region. This project will target veterans with significant barriers to employment, including but not limited to recently separated service members (within 48 months), disabled veterans, homeless veterans, formerly incarcerated veterans, low income veterans, veterans lacking a high school diploma or equivalent certificate who have been discharged from service within the last 48 months, as well as those who have served during a war or campaign and spouses of eligible veterans.

According to the 2016 RallyPoint/Rasmussen survey of active and retired military personnel finds that 38% consider the transition back to civilian life to be the most significant challenge facing veterans today. Twenty-four percent (24%) think finding civilian employment is the greatest challenge, while 13% say that of health care. Nine percent (9%) each rate post-traumatic stress disorder (PTSD) and personal finances as the biggest challenge facing veterans today. Homelessness is also another challenge facing veterans in the Central Valley. This project will target those veterans where occupational skills training, coupled with Internships, on-the-job training and supportive services, will provide them with immediate assistance necessary to become self-sufficient. Supportive services under this grant will be based on the needs determined by the case manager in consultation with the veteran, employers, and the mental health provider. They may include counseling, tools, appropriate work clothing and transportation assistance.

II. 2 Outreach/Recruitment of Target Population

Each local area within the region has a designated project liaison that participates in the development of materials specific to the recruitment of the veteran population to be

served in their areas of service. Outreach materials are disseminated using established networks of veteran service organizations in each local area through print materials, orientation sessions, group presentations, email blasts, newsletters, direct mail campaigns and social media. Informational materials are provided to veteran-serving organizations (County Veterans Services Offices, Employment Development Department Offices, VA Hospitals, etc.), and to veterans groups such as Veterans of Foreign Wars, Wounded Warriors, American Legion, and service-connected veterans associations.

Outreach and recruitment efforts are coordinated with the EDD Veterans Employment Services Specialists in EDD branch offices and One-Stop Centers throughout the region, ensuring that all interested veterans can access services and training in their local area and are aware of the entire menu of resources and services available to them. In-kind services provided by Employment Development Department Veterans Employment Services Specialists will support the early identification of veterans as they enter through either a one-stop or EDD office. This partnership with EDD provides additional job search workshop services targeted toward the veteran population, as well as support with outreach, recruitment, identification of candidates, assessment, preparation of Individual Employment Plans, and case management and follow-up services.

II.3. Veterans with Significant Barriers

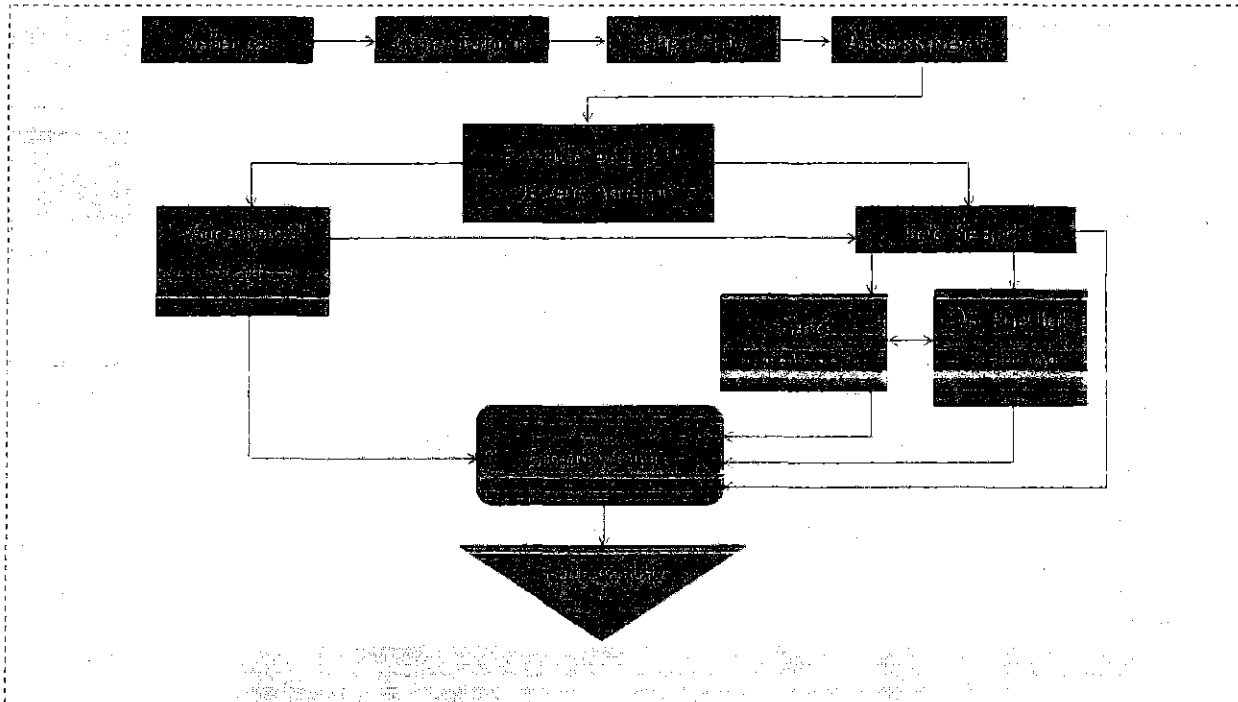
| Planned Total Number of Veterans to be Served | Planned Number of Veterans with Significant Barriers to be Served | Percentage of Veterans with Significant Barriers Total Number Served |
|---|---|--|
| 80 | 51 | 64% |

Section III—Project Plan

III.1. Service Approach

Services in which veterans will participate include program orientation, assessment, skills identification, and individual employment plan development. Vocational training programs include truck driving, welding, building inspection, maintenance mechanic, medical and others.

After completion of vocational skills training, the veterans and their case manager will assess their work readiness individually. Veterans will either be assisted with their job search activities to obtain unsubsidized employment, or if further preparation for entry into the workforce is warranted, other services such as work experience/paid internships or on-the-job training may be necessary. The process service chart will look like this:



This model represents the best option for re-engaging the veteran population back into the workforce and providing them with a sustainable career development path. Vocational skills training will provide an edge when competing with other applicants that have not had training prior to job search. Provision of on-the job training and work Experience/paid Internships has shown to be essential for re-entry in cases where the veteran has little private sector work history, or has been recently separated and has no private sector work history.

III.2. Certified Training

The Workforce Development Board (WDB) partnership plan will improve veteran access to recognized credentials through the Employment Training Panel List (ETPL), as well as cohort trainings in partnership with post-secondary education providers and labor union apprenticeship programs. Additionally, the WDB partnership plans to establish regular meetings with ETPL providers and post-secondary providers to review number of credentials obtained. The WDB partnership through our internal or external business services, we will continue to strengthen business involvement in discussions of in-demand post-secondary credentials.

| Training Component | Training Provider | Length of Training | Industry-Recognized Certificate Or Degree |
|--------------------|--|--------------------|---|
| Truck Driver | Advanced Career Institute, CVOC, Green Valley Truck School, Truck Driving Academy, Western Pacific Truck School. | 8-12 weeks | Class A License |

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 EXHIBIT A

| | | | |
|------------------------------|---|-------------|---|
| Building Inspector | Merced College | 18 weeks | Certificate/License |
| LIUNA | Merced College | 7 weeks | Certificate |
| Maintenance Technology | SCCCD-Madera Center, Advanced Career Institute, Proteus, CVOC, Modesto Junior College, Modesto Technical College, DeHart Technical School | 8-12 months | Maintenance Certificates |
| Emergency Medical Technician | Madera Adult School, The Academy for Professional Development | 18 weeks | EMT Certificate, CPR/AED/ First Aid |
| Welding | CVOC, Cal-Trade Welding School, Modesto Junior College, Modesto Technical College | | American Welding Society & Welding Certificates |

III.3. Occupational/Wage Range

The occupations selected within this industry were determined based on employer identification of demand occupations in the region, and analysis of the EDD Labor Market Information Projection tables for all three counties. The expected wage range is based on the entry-level wages described by EDD, and averaged for each individual county.

Alliance Worknet analysts prepare a list of demand occupations based on job orders from internal job postings, regional data from Applied Development Economics (ADE), EDD LMID and EDD CalJOBS postings. Processes are in place to consider occupations not in the demand list if identified by employers based on hard-to-fill position due to a shortage of skilled applicants. Wages listed below are based on averages of EDD LMID Occupational Employment Statistics (OES) wage data (25th percentile-50th percentile) for the three county service region.

| Occupations and Explanation | Expected Wage Range |
|--------------------------------------|---------------------|
| Truck Drivers, Heavy | \$14.39 - \$17.84 |
| Welders | \$15.52 - \$18.65 |
| Building Inspectors | \$23.64 - \$33.61 |
| Emergency Medical Technicians (EMT) | \$15.89 - \$18.32 |
| Maintenance Mechanic | \$21.87 - \$25.93 |
| Logistics Supervisor-Material Movers | \$18.70 - \$24.29 |
| Logistics- Material Movers | \$10.50 - \$11.88 |

III.4. Employer Outreach/Recruitment

Placement specialists in the region have regular contact with employers in the selected industry sector targeted in this application. Targeted employers are contacted on an individual basis and educated on the veteran population and the extensive training

undertaken by each veteran to prepare them for the specific occupation. Employers will be briefed on the veteran's prior training, and how the training augments the transferable skills of the veteran, making them more employable in the targeted industry sector. Additionally, the partnership will partially fund a Veteran Job Fair in cooperation with the EDD LVER's. Potential employers for veteran's trained under this grant include:

| | | |
|-----------------------|-----------------------------|--------------------|
| Charles Diaz Trucking | Wal-Mart Distribution | G-3 Enterprises |
| Salter's Distributing | Target Distribution Centers | Amazon |
| Grainier | Safeway | Dole Frozen Foods |
| Foster Farms | Panella Trucking | E & J Gallo Winery |
| Gordon Trucking | Gallo Cheese | Hilmar Cheese |

III.5. Occupational Skills

All participants throughout the three-county region will have access to WorkKeys, which tests participants in Applied Mathematics, Locating Information, and Reading for Information. WorkKeys assessments provide veterans and employers with real world skills evaluations and individual scores that will assist in determining the appropriate training or career path based on the demand occupation list. The result of the assessment is a Work Readiness Certificate, which has been promoted to employers and connects works skills, training, and testing based on occupational profiles done by Opportunities Stanislaus throughout the country.

Further analysis of transferability of skills learned in the military will be available to each individual using CalJOBS self-assessment module for skills. This application allows users to categorize their skills and abilities, as well as personal preferences regarding employment environments, and matches those preferences to jobs listed in the O*NET occupational database. Case management and on-going and extensive career counseling will be a key component in assisting veterans to know how to best identify those strengths that will best transition their military skills into the civilian workforce, particularly in those demand occupations in the industry sector identified.

III.6. Service Delivery Plan

As interested veterans are identified, they will be directed through an accelerated and personalized service process at one of the service locations located within each county. The initial process will include orientation, eligibility determination, needs assessment, career evaluation, and the development of a training and subsequent employment plan for each veteran to be served. The initial process will be focused on the needs of the individual veteran applicant, and is designed to identify the most appropriate type of training, and support to assist the veteran in obtaining skills in an occupation that best suits their previous service connected skill-set. After completion of training the job-readiness will be evaluated for each veteran, and further On-the-Job Training or Internships may be made available to interested veterans using established employer networks throughout the region. A menu of resources available throughout the three-

county region and needed referrals will be provided to each individual veteran participant.

III.7. WIOA Governor's Discretionary and Match Funds

Stanislaus County and its Workforce Development Board partners plan to approach the leveraging of funds in two strategic approaches. The first is to enhance the number of partners who will commit resources to the veteran project that will reduce duplication of services and maximize resources to improve services to targeted veteran population. Secondly, alternative funding will be sought out through the One-Stop (AJCC) mandated partners to help support the cost associated with the veteran program. Through this process, new partnerships and funding streams will be created. Discussion of leveraging funding/resources will also be ongoing at partnership meetings.

III.8. Project Work Plan

The partners for this grant (Madera, Merced, and Stanislaus Counties) are already active in the veteran community and worked together as a region under the 2005-06, 2011-12 and 2013-14 VEAP grants. Consequently, it is not new or unusual for the grant partners to work together to achieve the goals outlined in this Solicitation for Proposals (SFP). At the inception, the partner veteran representatives will be confirmed and MOU's outlining the partnership and the sub-granted amount will be written. Stanislaus County will use a Staff Services Analyst to coordinate, manage and monitor the grant to assure that grant partners are progressing through the steps represented in the timeline. Additionally, each of the partners has a grasp of the needs outlined in this grant, as the partnership is currently involved in operations centered around the provision of services to the targeted population.

Section IV—Performance Objectives

IV.1. Performance Goals Matrix

Projected goals are aligned to the State Goals and performance data is reported through CalJOBS. Additional data tracking will include measurable skill gains and credential outcomes for the trainings, and work experience/paid internships. Employment data will be collected as customers are exited from planned services, in order to track if the jobs are related to their training or work-based learning activities. CalJOBS an internal departmental data base will be used to track and report this data.

IV.2. Objectives Measurement and Effectiveness

As described in Section I (I.1. Target Region), we anticipate that a minimum of 64% of the veterans served will have a significant barrier, which may include unemployment, poverty, homelessness and/or a service-connected disability. We took into consideration the nature of these challenges when the performance goals were

established. We also did not want to lose sight of the feedback we received from the business/community forums that were conducted throughout the Central Valley in the development of the San Joaquin Regional Plan.

The public forums were attended by representatives of business (including those representing target industries), economic development, chambers of commerce and individuals from system partners (e.g. education, workforce development, community base organizations) that deal directly with business. The purpose of these sessions was to gather information on industry-valued credentials that currently exist, with the goal of using such information as a starting point for subsequent industry-led discussions on how to establish credentials where industry insight is integrated into the process. The information received has and will continue to assist the region in determining appropriate credentialing programs that are specific and industry lead to positive performance outcomes.

Project goals, both programmatic and fiscal, will be measured against state goals, and be monitored on a semi-annual basis for adherence to project goals stated in the SFP form 2. The targeted industry sector and the veterans trained for specific occupations will be assessed to ascertain their compatibility and identify of any unmet skill needs based on the training provided. Employer comments regarding the skill sets of the veterans will also be taken into consideration. Adjustments to the likely training necessary to meet the industry sector may be adjusted if it is determined that the training is not meeting the skill needs of either the veteran or of the targeted industry sector.

Section V—Local Partnerships and Leveraged Resources

V.1. Partnerships

All three local workforce investment areas represented in this regional effort have agreed to collaborate and share information to insure project and participant success. In addition, each area has forged a strong partnership with the Employment Development Department, whose Local Veteran Employment Representative (LVER) and Disabled Veteran Outreach Program (DVOP) representatives will be contributing time and services to support these efforts. Stanislaus County has been successfully partnering with a host of agencies dedicated to the provision of services to the public, including a co-location partnership agreement with the EDD and the DVOP/LVER's in the local EDD branch office. Additionally, Stanislaus County Alliance Worknet has partnered with the Department of Aging and Veteran Services in Stanislaus County for the alignment of vet services. Furthermore, as part of the requirements of WIOA, all three WDB's have entered into MOU One-Stop Agreements with their local Wagner-Peyser program. Conditions of the agreement include joint planning, making applicable services relevant, participating in the operations of the veteran program and participating in capacity building and staff development activities in order to ensure that all partners and staff are adequately cross-trained that leads to better customer service to the veterans served.

V.2. Partner Roles and Responsibilities

The Stanislaus County will take the lead role in this project, which is designed to serve eligible veterans from Stanislaus, Merced, and Madera counties. Formal agreements will be developed with each Local Workforce Development Area (LWIA) for the implementation of the project, once awarded. All three local areas have demonstrated successful collaborative efforts in a number of other regional projects. Most recently, all three participated in the Central Valley Infrastructure Grant in addition to past VEAP grants (2005-06, 2009-11, 2011-13). All three local areas are actively engaged in the regional alignment efforts of both the Central California Workforce Collaborative and the California Partnership for the San Joaquin Valley.

Each local area, and their respective One-Stop Service Delivery Systems, has established collaborative partnerships – both formal and informal – with one-stop partner agencies, community based organizations (including those serving veterans), local education agencies (K12, Community Colleges, CSU & UC), and employers. Agreements range from formal contractual relationships, to memoranda of understanding and more informal, but well-established, referral systems. These networks provide a full array of employment, education, training, workforce, and support services that will be utilized by project participants to effectively meet their individual career development needs.

Each partner area also has access to other veteran serving organizations in their community with whom they have developed relationships with and include county and state veteran service agencies such as Employment Development Department, County Veterans Services Offices, Wounded Warriors, American Legion Posts and Veterans of Foreign Wars, National Association for Uniformed Services, Disabled American Veterans and a myriad of service agencies such as Rescue Missions, Homeless Shelters and Mental Health Departments. These veteran-serving organizations in every community throughout the targeted region will promote the project to their veteran customers and will be primary dissemination points for project recruitment and outreach efforts, as well as referring appropriate candidates for employment, training, and other services. In addition, these organizations, along with all of the partnerships established through the local one-stop delivery system, will be utilized to insure that veteran participants have access to all of the services and support systems necessary to insure their successful participation, completion, and retention in employment, training, and career advancement opportunities.

V.3. Employer Engagement

Regionally, over a six-week period in November through December 2016, a total of 16 forums were conducted, with nearly 400 stakeholders attendees representing a wide cross section of partners from business, education, economic development, organized labor, community-based agencies and the workforce system throughout the San Joaquin Region. Each forum covered one or more of seven topics addressing critical elements covered by the regional plan: 1) the focus upon priority industry sectors,

career pathways and fostering demand-driven skills attainment; 2) creating opportunities for upward mobility; 3) aligning, coordinating, and integrating programs and services; 4) promoting workers attainment of industry-valued and recognized post-secondary credentials; 5) focus on quality jobs; 6) leveraging community resources; and 7) system accessibility and inclusiveness. The results of the forums have become a focal point of the regional planning process and a milestone in developing broader and more inclusive regional partnerships. They yielded substantive input both from business and organizations that are integral to the daily operations of the economic and workforce system.

Locally, Opportunity Stanislaus (formerly known as the Alliance) and Stanislaus County Alliance Worknet have been conducting industry surveys with employers throughout Stanislaus County. The goal of the surveys is to develop a relationship with the employers and assess their current and forecasted business and/or workforce needs. These surveys allow us to understand their challenges, opportunities and issues. Through these surveys we were able to glean that employers were having trouble recruiting skilled manufacturing maintenance employees. Also, the area of logistics faced recruitment challenges as large logistics companies located in the area and increased the demand of transportation and logistics workers. These surveys also allowed us to assess how employers felt about the level of preparation that secondary and post-secondary programs were providing to future employees and the public at-large. We then approached training providers about the employment and training needs of business curriculum can be developed adjusted to meet the need.

The VEAP grant partners in Merced and Madera have also had significant developmental meetings in both formal focus group and informal discussions with key companies in the supply chain and logistics sector. While the unemployment rate is high in this region, many employers have expressed concerns with applicants attracted to available positions not possessing the skills or industry preparation that would allow them to hire the applicants. New processes and automation have dictated a more lean and knowledge driven workforce that is beyond the skill level of their applicant pool.

V.4. Mandatory Partnerships

(No Narrative Required)

V.5. Other Partnerships

(No Narrative Required)

V.6. Cash/In-Kind Match

(No narrative required)

Section VI—Statement of Capabilities

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VI.1. Capability and Knowledge

The Alliance Worknet has administered the 2005-06 and 2011-13 VEAP grants and was a sub-recipient for the 2009-11 VEAP grant with Madera. In addition to the above, the Alliance Worknet has also administered Energy Sector industry grants, Advanced Manufacturing, National Emergency Grants, and a Veterans Services grant through the Department of Labor. "Mission Vet Connect" built a referral network designed to identify common veteran issues, link veterans with service providers, and increase the overall awareness of outreach programs that were specifically linked to veteran services.

VI.2. Infrastructure/Staffing

Stanislaus County is the Local Workforce Development Area (LWDA) operations agency. We have oversight and implementation responsibilities for our Adult and Dislocated Worker programs under WIOA, as well as operational contracts for providing services to Youth, formerly incarcerated adults and services to employers. Furthermore, we provide a welfare-to-work program for integration of hard to serve public assistance grantees. The current staff is well versed in the needs and unique challenges of the veteran population, and will be allocating 1.0 FTE to support the veterans served through the VEAP Grant program.

VI.3. Past/Present Performance

Stanislaus County Alliance Worknet served as the administrator of the VEAP Grant year 2011-13 and 2005-06. For grant year 2011-13, we exceed our goals for enrollments, placements in education and training. Furthermore, the region as a whole worked well together, and the ability to serve veterans in the North Central San Joaquin valley was a common goal for all partners. Additionally, 88% of the placements made to date are in training related positions. During grant year 2009-11, we exceeded our goals for enrollment, entered employment and training participants. Our partners played a huge role in the success of the program by the way of marketing the program, referring veterans and by providing ancillary assistance such as counseling, shelter, food, career counseling, discounting tuition fees, and spending extra time to assist veterans graduate from training, placement of veterans through job referrals and employment assistance workshops.

Section VII--Budget Summary Plan and Narrative

VII.1. a) Budget Summary Plan

(No narrative required)

VII.1. b) Cost Effectiveness

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NARRATIVE FORM
EXHIBIT A

Staff Salaries: \$39,735.75. In-Kind: \$39,735.75. Staff Time represents a 1.0 FTE for the grant cycle of 18 months. This person will work directly with the LVER and DVOP in the local office.

Staff Benefits: \$21,412.39 In-Kind: \$21,412.39. Benefits are a percentage of Staff Salaries (35%), and must be included as the staff salaries are attached to Benefits via the accounting system.

Operating Expenses: \$20,327 In-Kind: \$20,327. Includes all ancillary costs to the grant for communications, facilities, consumable non-testing supplies, and audits.

Tuition Payments and Vouchers: \$68,750. In-Kind: \$68,750. Estimated at the average cost of \$5000. per veteran served to attend vocational training. Vocational Training is required under this grant.

On-The Job Training: \$68,640 In-Kind: \$68,640. After Vocational training, some participants will need to gain workplace access through on-the-job training to facilitate placement due to previous work history. Provides an average of approximately \$5,280 for 25 OJT's

Participant Wages and Fringe Benefits: \$23,040 In-Kind: \$23,040. After Vocational training, some participants will need to gain workplace readiness skills to transition into private sector employment. Provides an average of \$5,040 for 12 internships.

Participant Supportive Services: \$4,302.55 In-Kind: \$4,302.55 Necessary to assure tools, transportation, haircuts, and other needs are met to enable the Veterans to successfully re-engage in the workforce. Average cost: \$72. per participant.

Contractual Services: \$157,491. In-Kind: \$157,491. Funding to regional partners to work with local vet populations- Merced: \$100,000; In-Kind \$100,000 Madera: \$57,491.; In-Kind: \$57,491; for regional partner veterans to participate in the grant.

Indirect Costs: The indirect cost is the 10 percent allowable de minimus rate per 2-CRF 200. Indirect for this project is: \$44,855; In-kind 44,855. Cost for grant management, data coordination/entry and fiscal management of VEAP grant.

Other: *EDD DVOP/LVER In-Kind match*: (To be determined); Department of Aging and Veteran Services In-Kind match: \$15,000; Modesto Junior College In-Kind match (To be determined). (For services to assist in identification and co-case managing Veterans in program).

VII.2. Project Sustainability

It is our expectation that the use of other funding sources and enhanced partnerships will build program sustainability. All partners involved have committed to leveraging resources and seeking out other funding opportunities that would benefit the veteran populations. The partnership will also seek opportunities to streamline processes and cross train partner staff, building towards continuum of veteran program after VEAP program funding is concluded. As the administrator of the VEAP grant, Stanislaus County Alliance Worknet, will continue to evaluate expenses throughout the grant period and will look at ways to reallocate resources to support grant operations. In

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addition, discussions have begun with the education sector regarding the use of Adult Education Block Grant funding to support workforce development.

VII.3. Semi-Annual Cumulative Plan

| Period Ending | June 2017 | December 2017 | June 2018 | December 2018 |
|---------------|--------------|------------------|--------------|------------------|
| Expenditures | \$4,500 | \$137,400 | \$336,416 | \$448,554 |
| Match Funds | \$4,500 | \$137,400 | \$345,416 | \$463,554 |

VEAP 2016/17
 Project Expenditure Plan
 Exhibit E

| | |
|-------------------|-----------|
| STATE USE ONLY | Exhibit E |
| Subgrant Number | K7102076 |
| Initial Plan | Jun-17 |
| Modification Date | Aug-17 |

Organization Name: Stanislaus County Alliance Worknet

| I. FUNDING PLAN | | | | | |
|--|---|----------------------------|----------------------------|--|-------------------------------|
| Split-Yr Funding <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | | |
| A. Fund Source | <input checked="" type="checkbox"/> WIA 15% | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | PROJECT TOTAL |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> Cash/In-kind Match | |
| B. YOA | 2017 | | | | |
| C. Subgrant Number | K102076 | | | | |
| D. Fund Source Term | 6/1/17-12/31/18 | | | | |
| E. Grant Code | 1092 | | | | |
| F. Total Administration | \$44,855 | | | \$44,855 | \$89,710.00 |
| G. Total Program | \$403,699 | | | \$418,699 | \$822,398.00 |
| H. Subgrant Amt. | \$448,554 | | | \$463,554 | \$912,108.00 |
| II. EXPENDITURE PLAN | | | | | |
| Month/Year | Cumulative Planned Expend. | Cumulative Planned Expend. | Cumulative Planned Expend. | Cumulative Planned Expend. | Project Total Planned Expend. |
| Jun-17 | \$4,500 | | | \$4,500 | \$9,000.00 |
| Jul-17 | \$7,200 | | | \$7,200 | \$14,400.00 |
| Aug-17 | \$16,800 | | | \$16,800 | \$33,600.00 |
| Sep-17 | \$29,300 | | | \$29,300 | \$58,600.00 |
| Oct-17 | \$56,500 | | | \$56,500 | \$113,000.00 |
| Nov-17 | \$87,250 | | | \$87,250 | \$174,500.00 |
| Dec-17 | \$137,400 | | | \$137,400 | \$274,800.00 |
| Jan-18 | \$177,520 | | | \$179,020 | \$356,540.00 |
| Feb-18 | \$231,800 | | | \$234,800 | \$466,600.00 |
| Mar-18 | \$258,750 | | | \$263,250 | \$522,000.00 |
| Apr-18 | \$287,500 | | | \$292,500 | \$580,000.00 |
| May-18 | \$310,450 | | | \$317,450 | \$627,900.00 |
| Jun-18 | \$336,416 | | | \$345,416 | \$681,832.00 |
| Jul-18 | \$360,024 | | | \$370,024 | \$730,048.21 |
| Aug-18 | \$383,632 | | | \$396,632 | \$780,264.42 |
| Sep-18 | \$407,240 | | | \$421,240 | \$828,480.63 |
| Oct-18 | \$425,600 | | | \$440,600 | \$866,200.00 |
| Nov-18 | \$435,748 | | | \$450,748 | \$886,496.00 |
| Dec-18 | \$448,554 | | | \$463,554 | \$912,108.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |

**VEAP 2016/17
Budget Summary Plan**

| | |
|----------------------------|------------------|
| STATE USE ONLY | Exhibit F |
| Subgrant #: | K7102076 |
| Initial Plan | Jun-17 |
| Project Modification Date: | Aug-17 |

EXHIBIT F

Organization Name: Stanislaus County Alliance Worknet

| Budget Detail | Planned Budget | | |
|---|-------------------------------|--------------------|--------------|
| | A | B | C |
| | WIOA Governor's Discretionary | Cash/In-kind Match | Total |
| A. Staff Salaries | \$39,735.75 | \$39,735.75 | \$79,471.50 |
| B. Number of full-time equivalents: 1 | | | |
| C. Staff Benefits | \$21,412.39 | \$21,412.39 | \$42,824.78 |
| D. Staff Benefit Rate (percent) 35% | | | |
| E. Staff Travel | | | \$0.00 |
| F. Operating Expenses (communications, facilities, utilities, maintenance, consumable supplies, audit, etc.) | \$20,327.31 | \$20,327.31 | \$40,654.62 |
| G. Furniture and Equipment | | | \$0.00 |
| 1. Small Purchase (unit cost is less than \$5,000 such as computers, desks etc.) | | | \$0.00 |
| 2. Equipment Purchase (unit cost is more than \$5,000 and useful life is more than one year.) Complete Supplemental Budget Form | | | \$0.00 |
| 3. Lease | | | \$0.00 |
| H. Consumable Testing and Instructional Materials | | | \$0.00 |
| I. Tuition Payments/Vouchers | \$68,750.00 | \$68,750.00 | \$137,500.00 |
| J. On-the-Job Training | \$68,640.00 | \$68,640.00 | \$137,280.00 |
| K. Participant Wages and Fringe Benefits | \$23,040.00 | \$23,040.00 | \$46,080.00 |
| L. Participant Support Services | \$4,302.55 | \$4,302.55 | \$8,605.10 |
| M. Job Retention Services | | | \$0.00 |
| N. Contractual Services (Complete Supplemental Budget Form) | \$157,491.00 | \$157,491.00 | \$314,982.00 |
| O. Indirect Costs*(complete items 1 and 2 below) | \$44,855.00 | \$44,855.00 | \$89,710.00 |
| P. Other (describe): Other partner In-Kind | | \$15,000.00 | \$15,000.00 |
| Q. Total Funding | \$448,554.00 | \$463,554.00 | \$912,108.00 |

\$448,554.00

Total Request: \$ 448,554
Administration: \$ 44,855
Program: \$ 403,699

*Indirect Costs

| | |
|---------------------------------|--------------------|
| 1. Indirect Cost Rate (percent) | 10.00% |
| 2. Name of Cognizant Agency: | De Minimus Allowed |

VEAP 2016/17
 SUPPLEMENTAL BUDGET FORM
 EXHIBIT G

| | |
|-------------------|-----------|
| STATE USE ONLY | Exhibit G |
| Subgrant Number: | K7102076 |
| Initial Plan | 6/2017 |
| Modification Date | 08/2017 |

Organization Name: Stanislaus County Alliance Worknet

| I. Equipment | | | | |
|-----------------------------|----------|------------|----------------------------|-------------------------------|
| Equipment Item Description* | Quantity | Total Cost | Percent Charged to Project | Total Cost Charged to Project |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

*The approval of the budget plan contained in this subgrant does not constitute approval of the equipment request. A separate request to purchase equipment must be submitted for approval by the State. See Basic Considerations (Section 200.407) in OMB's Uniform Guidance.

| II. Contractual Services* | | |
|--|----------------|--|
| Contractual Services Description—Type of Service | Cost | Service Provider If Known |
| Local WIOA Area - Services | 100,000 | Merced County Department of Workforce Investment |
| Local WIOA Area - Services | 57,491 | Madera County Workforce Investment Corporation |
| | | |
| | | |
| Total | 157,491 | |

*All contractual services must be competitively procured in accordance with federal and state procurement regulations and policies. See Procurement Standards (Sections 200.318-200.326) in OMB's Uniform Guidance.

**VEAP 2016/17
PROJECT WORK PLAN**

| | |
|-----------------------|------------------|
| STATE USE ONLY | Exhibit I |
| Subgrant Number: | K7102076 |
| Initial Plan | 06/2017 |
| Modification Date | 08/2017 |

Organization Name: Stanislaus County Alliance Worknet

| Objectives/Activities | Estimated Dates |
|---|--|
| Start-up Activities | |
| Project staff hired/identified | March 2017 |
| Partner MOU's/agreements Negotiated and finalized | April 2017 |
| | |
| Outreach/Recruitment | |
| Participant outreach/recruitment begins | April 2017 |
| Meet with representatives of Local Vet Organizations | April 2017; August 2017; January 2017 |
| Orientations for Vets | April 2017; August 2017; January 2017 |
| | |
| Assessment/Enrollment | |
| Participant begin assessment & evaluation | April 2017; August 2017; January 2017 |
| Enrollment in Education or training opportunities | April 2017; August 2017; January 2017 |
| | |
| Training & Education | |
| Participants begin intensive/training services | April 2017; August 2017; January 2017 |
| Participants complete training/services | June 2017; August 2017; January 2017 |
| Education Enrollments | August 2017; January 2018 |
| | |
| Work Activities (Work experience, OJT, Internship) | |
| Enrollment in WEX / OJT / Internships | April 2017; August 2017; January 2017 |
| | |
| | |
| Job Placement, Retention & Follow-up | |
| Participant placement/ retention / follow-up activities | October 2017; August 2017; January 2017 |
| | |
| | |
| Other (Describe) | |
| Project Data gathering and reporting | September 2017; quarterly |
| Performance monitoring | |
| Grant Wrap up and final reporting | January/February 2019 |

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 PARTNER ROLES, RESPONSIBILITIES AND RESOURCES CHART

| | |
|-----------------------|------------------|
| STATE USE ONLY | Exhibit J |
| Subgrant Number: | K7102076 |
| Initial Plan: | 6/2017 |
| Modification Date: | 08/2017 |

| Applicant Name: Stanislaus County Alliance Worknet | | | | | |
|--|--|--|---------------------------|----------------------------|------------------------------------|
| A | B | C | D | E | F |
| Organization Type | Name of Partner | Roles and Responsibilities | Cash/In-Kind Match Amount | Description of Fund Source | Partnership Agreement Letter (Y/N) |
| Mandatory Partners | | | | | |
| Local Workforce Development Area | Madera County Workforce Development Board | Collaborate in outreach/recruitment activities; identify and enroll 11 project participants; provide case management, supportive services, training and referrals; provide participant & project reporting information to lead agency. | \$57,491 | WIOA Formula Funds | Y |
| | Merced Workforce Development Board | Collaborate in outreach/recruitment activities; identify and enroll 10 project participants; provide case management, supportive services, training and referrals; provide participant & project reporting information to lead agency. | \$100,000 | WIOA Formula Funds | Y |
| | Stanislaus County Workforce Development Board (Alliance Worknet) | Regional coordination; act as administrative/ fiscal agent; participant tracking and reporting; identification/enrollment of 50 project participants; provision of case management, supportive services, training & referrals. | \$291,063 | WIOA Formula Funds | Applicant |
| Wagner-Peyser | | | | | |

**VEAP 2016/17
PARTNER ROLES, RESPONSIBILITIES AND RESOURCES CHART**

| | | | | | |
|--|---|--|----------|----|---|
| | | | | | |
| EDD Local JVSG Program Staff | Modesto/Merced EDD | Assist with outreach/recruitment activities; identify and refer potential participants to local area programs and services; collaborate on veteran's job fair. | | | Y |
| | Modesto/Merced EDD | Assist with outreach/recruitment activities; identify and refer potential participants to local area programs and services; collaborate on veteran's job fair. | | | Y |
| Other Partners | | | | | |
| Employers | | | | | |
| | | | | | |
| County Veterans Service Office(s) (CVSO) | Department of Aging and Veteran Services- Stanislaus County | Identification and Referral of interested Veterans; collaboration on veteran's job fair | \$15,000 | VA | Y |
| | | | | | |
| Non-Local Area/Faith Based Organizations/Other Non-Profits | | | | | |
| | | | | | |
| Military Institutions | | | | | |

**VEAP 2016/17
PARTNER ROLES, RESPONSIBILITIES AND RESOURCES CHART**

| | | | | | |
|---|---|--|-----------|--|---|
| | | | | | |
| Other Veteran Organizations | | | | | |
| Training Providers | | | | | |
| Economic Development Agencies | | | | | |
| Community Colleges | Modesto Junior College Veteran Services | Identification and Referral of interested Veterans; coloration in Veteran's job fair | TBD | | Y |
| Other Educational Institutions (e.g.: Universities, CTE, Adult Education, etc.) | | | | | |
| Others: (list) | | | | | |
| | | *Total Cash/In-Kind Match | \$405,105 | | |

*A dollar-for-dollar cash/in-kind match is required. The amount listed in Total Cash/in-kind Match must at least equal the Total Request listed on the Cover/Signature page. Letters of Commitment for cash/in-kind matches are a requirement of this SFP.

VEAP 2016/17
 PERFORMANCE GOALS MATRIX

Exhibit K

| | |
|---------------------------|-----------|
| STATE USE ONLY | Exhibit K |
| Subgrant Number: | K7102076 |
| Initial Plan | Jun-17 |
| Project Modification Date | Aug-17 |

ORGANIZATION NAME: Stanislaus County Alliance Worknet

| Performance Goals Description | Total Participants | Performance Goal (%) |
|---|--------------------|----------------------|
| 1. Total Participants to Be Served | 80 | |
| 2. Total Participants Enrolled in Education or Training | 64 | |
| 3. Employment Rate 2nd Quarter After Exit | 53 | 66% |
| A. Training Related Employment | 51 | 80% |
| 4. Employment Rate 4th Quarter After Exit | 47 | 59% |
| A. Training Related Employment | 44 | 69% |
| 5. Credential Attainment within 4 Quarters After Exit | 33 | 52% |
| 6. Median Earnings 2nd Quarter After Exit | | \$4,350 |
| 7. Special Disabled or Disabled Veteran | 8 | |
| 8. Homeless Veteran | 7 | |
| 9. An Offender | 12 | |
| 10. Recently Separated Veterans | 3 | |
| 11. Lacking High School Diploma or Equivalent | 3 | |
| 12. Low-Income Veteran | 15 | |

NARRATIVE

SUBGRANT NO:K7102076
MODIFICATION NO: 10

SUBRECIPIENT:STANISLAUS COUNTY
FAIN NO: AA-28305-16-55-A-6
FEDERAL AWARD DATE: 10/27/2016
FUNDING SOURCE: CalJOBS VOS Enhancement: Touch Screen Technology - 1090

TERM OF THESE FUNDS: 03/01/2017 - 09/30/2018

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 date from 3/31/18 to 9/30/18 for the CalJOBS VOS Enhancement: Touch Screen Technology project in grant code 1090.

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.

WIOA (2015)

SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

SUBGRANT NO:K7102076
MODIFICATION NO:10

STANISLAUS COUNTY

I. Allocation

| Funding Source | Prior Amount | Increase | Decrease | Adjusted Allocation |
|---|-----------------------|---------------|---------------|-----------------------|
| WIA/WIOA 15% - Governor's Discretionary | | | | |
| 98717 1090 CalJOBS VOS Enhancement: Touch Screen Technology 03/01/2017 to 09/30/2018 Prog/Element 61/35 Ref 001 Fed Catlg 17.258 | \$6,000.00 | \$0.00 | \$0.00 | \$6,000.00 |
| 98027 1092 VEAP PY 16/17 06/01/2017 to 12/31/2018 Prog/Element 61/40 Ref 001 Fed Catlg 17.258 | \$448,554.00 | \$0.00 | \$0.00 | \$448,554.00 |
| Total WIA/WIOA 15% - Governor's Discretionary | \$454,554.00 | \$0.00 | \$0.00 | \$454,554.00 |
| WIA/WIOA 25% - Dislocated Worker Rapid Response | | | | |
| 96217 292 Rapid Response Layoff Aversion 07/01/2016 to 06/30/2018 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$8,481.00 | \$0.00 | \$0.00 | \$8,481.00 |
| 98427 293 Rapid Response Layoff Aversion 10/01/2016 to 06/30/2018 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$45,280.00 | \$0.00 | \$0.00 | \$45,280.00 |
| 96217 540 Rapid Response by Formula 07/01/2016 to 06/30/2018 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$29,942.00 | \$0.00 | \$0.00 | \$29,942.00 |
| 98427 541 Rapid Response by Formula 10/01/2016 to 06/30/2018 Prog/Element 61/70 Ref 001 Fed Catlg 17.278 | \$159,705.00 | \$0.00 | \$0.00 | \$159,705.00 |
| Total WIA/WIOA 25% - Dislocated Worker Rapid Response | \$243,408.00 | \$0.00 | \$0.00 | \$243,408.00 |
| WIA/WIOA Formula | | | | |
| 96157 201 Adult Formula RD 1 07/01/2016 to 06/30/2018 Prog/Element 61/90 Ref 101 Fed Catlg 17.258 | \$275,163.00 | \$0.00 | \$0.00 | \$275,163.00 |
| 98287 202 Adult Formula Rd 2 10/01/2016 to 06/30/2018 Prog/Element 61/90 Ref 101 Fed Catlg 17.258 | \$1,885,721.00 | \$0.00 | \$0.00 | \$1,885,721.00 |
| 96107 301 Youth Formula Rd 1 04/01/2016 to 06/30/2018 Prog/Element 61/90 Ref 101 Fed Catlg 17.259 | \$2,243,498.00 | \$0.00 | \$0.00 | \$2,243,498.00 |
| 98217 500 Transfer Dislocated Worker To Adult Rd 2 10/01/2016 to 06/30/2018 Prog/Element 61/90 Ref 101 Fed Catlg 17.278 | \$1,000,000.00 | \$0.00 | \$0.00 | \$1,000,000.00 |
| 96207 501 Dislocated Worker Rd 1 07/01/2016 to 06/30/2018 Prog/Element 61/90 Ref 101 Fed Catlg 17.278 | \$354,662.00 | \$0.00 | \$0.00 | \$354,662.00 |
| 98217 502 Dislocated Worker Rd 2 10/01/2016 to 06/30/2018 Prog/Element 61/90 Ref 101 Fed Catlg 17.278 | \$891,466.00 | \$0.00 | \$0.00 | \$891,466.00 |
| Total WIA/WIOA Formula | \$6,650,510.00 | \$0.00 | \$0.00 | \$6,650,510.00 |
| Grand Total: | \$7,348,472.00 | \$0.00 | \$0.00 | \$7,348,472.00 |

WIOA SUBGRANT AGREEMENT

STANISLAUS COUNTY

SUBGRANT NO: K7102076
 MODIFICATION NO: 10
 SUBRECIPIENT CODE: STN
 UNIQUE ENTITY NO: 838611119
 INDIRECT COST RATE: 16%

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

SUBRECIPIENT: 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 Pass-through Entity, and the **STANISLAUS COUNTY**, hereinafter the Subrecipient. The Subrecipient agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved Workforce Innovation and Opportunity Act (WIOA) Local Plan for the above named Pass-through Entity filed with the Pass-through Entity pursuant to the WIOA. This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

Funding Detail Chart
 CalJOBS VOS Enhancement: Touch Screen Technology

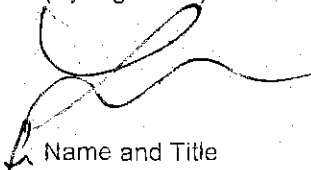
| | | |
|---|--|--|
| ALLOCATION(s) The Pass-through Entity agrees to reimburse the Subrecipient not to exceed the amount listed hereinafter 'TOTAL' | PRIOR AMOUNT INCREASE/DECREASE: TOTAL: | \$7,348,472.00 \$0.00 \$7,348,472.00 |
|---|--|--|

TERM OF AGREEMENT
 From: 4/1/2016 To: 12/31/2018
 Terms of Exhibits are as designated on each exhibit

PURPOSE: To extend the term date from 3/31/18 to 9/30/18 for the CalJOBS VOS Enhancement: Touch Screen Technology project in grant code 1090.

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

APPROVED FOR SUBRECIPIENT (By Signature)
 Unilateral modification. Subrecipient Signature not required



Name and Title
 JAIME GUTIERREZ
 CHIEF
 CENTRAL OFFICE 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: 0889 Budgetary Attachment: No
 Chapter: 023 State: 2016 FY: 16/17