NOTICE OF AVAILABILITY OF FUNDS

by the
Employment Development Department
In Coordination with the
California Workforce Investment Board

on behalf of the
California Labor and Workforce Development Agency

Workforce Investment Act
Veterans' Employment-Related Assistance Program
(VEAP) 2011/12
Solicitation For Proposals

March 2012

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EMPLOYMENT DEVELOPMENT DEPARTMENT
WIA VETERANS' EMPLOYMENT-RELATED ASSISTANCE PROGRAM
SOLICITATION FOR PROPOSALS

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- SFP Form 5 – Supplemental Budget Form (if applicable)
- SFP Form 6 – Past/Present Performance Veterans' Project Form

Section 1 Overview

A. Purpose

The Employment Development Department (EDD), in coordination with the California Workforce Investment Board (CWIB) and the California Labor and Workforce Development Agency (LWDA), announces the availability of up to $5 million of Workforce Investment Act (WIA) Governor's Discretionary 15 Percent funds ($3 million) and 25 Percent Dislocated Worker Additional Assistance funds ($2 million) to transition veterans into high-wage, high-growth occupations. The goal of this Solicitation for Proposals (SFP) is to promote the use of industry sector strategies as the framework for addressing the need for veterans to transition into high-wage, high-growth occupations.

The California State Plan for WIA developed by the CWIB sets a priority for statewide activities to target resources to ensure full services are available to veterans. Also included in the California State Plan is the requirement to conduct WIA programs in accordance with the Veterans' Priority Provisions of the "Jobs for Veterans' Act," Public Law 107-288.

Given the priority to target resources to the significant number of veterans separating from military service, this SFP's focus is on recently separated veterans of the U.S. Armed Forces, National Guard and Reservist.

Successful applicants for this solicitation will use a sector strategy approach to meet the workforce and training needs of the targeted industries, through creation or expansion of regional partnerships with Local Workforce Investment Boards (LWIB), the EDD Workforce Services Branch (WSB) Disabled Veterans' Outreach Program (DVOP) and/or Local Veterans' Employment Representative (LVER), Community Colleges, local training organizations, public/private employers, community and business development organizations, K-12 education, labor organizations and other key stakeholders. The regional partnership will demonstrate a deep understanding of the targeted industry dynamics and the specific workforce needs of the industry's employers within the region. This data-driven approach will align and leverage resources, identify and provide sector-related training, and provide supportive services that promote skill attainment and career pathways for veterans.

B. Eligible Applicants

Proposals will be accepted from public, private non-profit and private for-profit organizations, LWIBs, education and training providers and faith-based/community based organizations. Individuals are not eligible to apply.

In accordance with Military and Veterans' Code, Section 999.80, applicants receiving funding under WIA 15 Percent budget line item, *Removing Barriers for Special Needs Populations*, must demonstrate that the majority of their WIA 15 Percent funds are dedicated to serving the needs of veterans and their families.

C. Eligible Veterans

For the purpose of this SFP, the term "veteran," as defined in the United States Code, Title 38, Part I, Chapter 1, Section 101, refers to a person who served in the active military, naval, or air service, and who was discharged or released under conditions other than dishonorable. Wherever eligibility of veterans is referenced in this document, eligible spouses of veterans are included in accordance with Public Law 107-288.

Though the focus is on recently separated veterans, other veterans will not be excluded but must be in at least one of the priority groups listed below:

1. **Service-Connected Disabled Veterans**
   Veterans who are entitled to compensation under laws administered by the Department of Veterans' Affairs, or individuals who were discharged or released from active duty because of a service-connected disability.

2. **Recently Separated Veterans**
   Veterans who have separated from the military within the 48-months prior to application and received a DD214 for conditions other than dishonorable. Applicants must follow the participant eligibility guidelines outlined in the WIA Eligibility Technical Assistance Guide issued in WIA Directive WIAD04-18, Title I Eligibility.

3. **Campaign Veteran**
   Veterans that served on active duty in the United States armed forces during a war or in a campaign or expedition for which a campaign badge or medal has been authorized. (A list of the Wars, Campaigns, and Expeditions can be found at the Office of Personnel Management Web site).

4. **Veterans with Significant Barriers**
   "Significant Barrier(s)" is defined as: characteristics that may hinder an individual's hiring, promotion, or participation in the labor force. Some examples of individuals who may face barriers to employment include: single parents, displaced homemakers, youth, public assistance recipients, older workers, substance abusers, teenage parents, ethnic minorities, and those with limited English speaking ability, or a criminal record, mental health barriers, or with a lack of education, work experience, credentials, child care arrangements, or transportation.

5. **Eligible Spouses**
   As defined in the Jobs for Veterans' Act, Public Law 107-288.

D. Funding Availability

Up to $5 million in WIA Governor's Discretionary 15 Percent funds ($3 million) and Dislocated Worker Additional Assistance 25 Percent funds ($2 million) is available under this SFP with a maximum award of $500,000 for each grantee.

E. Allowable Uses of Funds

The use of funds awarded in this SFP is governed by the WIA and its associated federal regulations, State and federal directives, and federal Office of Management and Budget (OMB) Circulars. Appendices A and B describe the general requirements pertaining to these funds. The WIA 15 Percent Project Requirements are contained in WIA Directive WIAD02-14, 15 Percent Project Requirements.

Funds awarded under this SFP cannot be used to purchase real property or to construct buildings.

F. Administrative Cost Limits

A maximum of ten percent of the total project budget will be allowed for administrative costs. For purposes of developing a budget, the definition of administrative costs is provided in Appendix B, Administrative Cost Definitions.

G. Length of Project

The State expects that the performance period for projects awarded under this solicitation will be 23-months with a start date no earlier than May 1, 2012 and an end date of March 2014. Grant funds will not be available for longer than the 23-month expenditure period. No obligation or commitment of funds will be allowed prior to or beyond the grant period of performance. Any grant funds not expended during the grant agreement period shall be returned to the State.

H. Priority of Service to Participants

All projects must be conducted in accordance with the Veterans' Priority Provisions of the "Jobs for Veterans' Act," Public Law 107-288. The Training and Employment Guidance Letter 5-03 provides you with general guidance regarding the implementation of the Veterans' priority and how this priority will affect current business practices.

Section 2 Significant Dates

Event	Date *
Solicitation for Proposals Release	March 7, 2012
Last date to e-mail questions to EDD	March 23, 2012
Last date for EDD to post questions and answers on EDD Web site	March 30, 2012
Proposals Due	**April 18, 2012** by 3 p.m. Pacific Daylight Savings Time
Proposal review and evaluation	April 23 through April 27, 2012
Award announcements	May 2012
Project Start Date	May 1, 2012

***Note**: All dates after the final proposal submission deadline are approximate and may be adjusted as conditions dictate, without addendum to this SFP.

Section 3 Questions and Answers Web site

The EDD will be implementing an electronic question and answer process. Questions must be e-mailed to WSBSFP2@edd.ca.gov and received no later than March 23, 2012. Answers will be posted, on a flow basis, on the EDD's Jobs and Training Workforce Development SFP Web site, by 5 p.m. on March 30, 2012. For information regarding this Web page contact Celia Gallarzo at (916) 654-9767, celia.gallarzo@edd.ca.gov.

Section 4 Proposal Submission Instructions

Proposal Deadline

The deadline for the **receipt** of proposals is **Wednesday, April 18, 2012, by 3 p.m**. **Pacific Daylight Savings Time. Late proposals will NOT be accepted.**

The date or time on a postmark or other courier's documentation is irrelevant to satisfying the submission deadline. All proposals, whether mailed, delivered by courier service, or hand delivered, must be received by the EDD's WSB by 3 p.m., April 18, 2012. Exceptions will not be allowed and there is no appeal for not meeting the proposal deadline.

The EDD's WSB will accept hand-delivered and courier-delivered proposals between 8 a.m. and 4 p.m. daily, excluding Saturdays, Sundays, and State holidays, through April 17, 2012, and between 8 a.m. and 3 p.m. on April 18, 2012.

Proposal Delivery Method and Addresses

Proposals may be submitted by mail, courier service, or hand delivery. Because of the need for an original signature, proposals may not be e-mailed or faxed.

Mail to:	ATTN: WIA VEAP SFP Workforce Services Branch, MIC 88 Employment Development Department P.O. Box 826880 Sacramento, CA 94280-0001
By courier to:	ATTN: WIA VEAP SFP Workforce Services Branch, MIC 88 Employment Development Department 800 Capitol Mall, Room 2029 Sacramento, CA 95814
Hand deliver to:	ATTN: WIA VEAP SFP Workforce Services Branch, MIC 88 Employment Development Department 722 Capitol Mall, Room 1100, Building Agents Office Sacramento, CA 95814

Section 5 Proposal Content

A. Required Elements

All proposals must adhere to the required format and, in order to be competitive, must include all of the requested information, completed forms, and attachments. The proposal must meet all requirements listed below. **Proposals that do not adhere to these requirements will be considered non-responsive and will not be reviewed or considered for funding. Applicants should be cognizant that there have been significant changes to the grant application requirements from previous year's SFPs.**

1. Applicants must use the specific instructions and complete all requested forms available on the Proposal Package Instructions and Forms page.
2. Applicants may submit only one application for funding.
3. Applicants are required to demonstrate knowledge, experience, and capacity to provide services to veterans (Military and Veterans Code, Section 999.80). Applicants must demonstrate their knowledge, experience and capacity for serving veterans under Section VI in the SFP Proposal Narrative. Additionally, in accordance with Military and Veterans Code, Section 999.80, all WIA resources awarded under this SFP will be dedicated to serving the needs of veterans and their families.

4. The applicant must clearly describe its capability to conduct and administer a federally funded project including the ability to collect and report financial and participant data as required. Applicants must also be aware of the state and federal disability laws and procedures for ensuring universal access. Please see Appendix C, General Provisions and Standards of Conduct, for information on the assurances and certifications that all grantees must agree to.

5. Each partnership **must** include a LWIB, the local EDD WSB DVOP and/or LVER. Any grant application that does not demonstrate a partnership with a LWIB, the local EDD WSB DVOP and/or LVER will be deemed non-responsive and will not be reviewed or considered for funding. A letter of support from each required partnership is required. The letter must include the specific role/responsibility this partner will have during the grant period and contain a contact person and telephone number and be dated within the month of March or April 2012. Applicants that do not demonstrate a partnership with a LWIB, the local EDD WSB DVOP and/or LVER and attach a letter of support from each required partner will be considered non-responsive and will not be considered for funding.

6. It becomes increasingly important to leverage other public and private resources to support and sustain WIA 15 Percent project activities. It is the intent of this SFP to fund projects that can leverage other resources to maximize the impact of the project, the return on investment and to better ensure sustainability.

   Applicants are required to demonstrate a dollar-for-dollar cash and/or in-kind match. For example, if the proposal is requesting $500,000, the match amount must be $500,000 for a total project of $1,000,000. For the purposes of this SFP, match may include WIA or non-WIA funds made available to the applicant to be used specifically for this proposal's activities. Matching funds will be subject to the reporting requirements contained in WIA Directive WSD09-11, Quarterly and Monthly Financial Reporting Requirements. All cash/in-kind match must be documented with a letter of commitment verifying the match and be included as an attachment to the proposal**. If the applicant is providing cash/in-kind match, they must submit a commitment letter describing the match.** In addition to the match amount, all commitment letters must contain a contact person and telephone number and be dated within the month of March or April 2012. Match amounts will be verified by the State prior to selection of the grant award. **Match amounts not included in commitment letters will not be counted.** Applicants that cannot demonstrate this match requirement will be considered non-responsive and will not be considered for funding.

   The definition of cash match is a contribution of funds made available to the grantee, to be used specifically for these project activities and must be consistent with the allowable activities of the fund source. The awarded grantee has control over and disburses these funds. Examples include: money received from employers, foundations, private entities or local governments.

   The definition of in-kind match is a contribution of non-cash resources used specifically for project activities. Examples include donated personnel, services or use of equipment or space.

7. Applicants are required to offer at least one certified professional training which leads to an industry-recognized certificate for each targeted industry cluster. Any grant application that does not offer at least one certified professional training which leads to an industry-recognized certificate will be considered non-responsive and will not be reviewed or considered for funding.

8. Twenty percent of returning veterans have mental health issues and based on 2009 data from California's Veterans Suicide Prevention Lifeline; there is a high suicide rate among these veterans with nearly 12,000 calls received during the report period. Drug and alcohol abuse as well as homelessness are also among the issues these veterans face. Applicants must demonstrate the availability of a licensed or credentialed mental health counselor/practitioner either on staff or through a partnership. Examples include, but are not limited to, Marriage and Family Therapists, Licensed Clinical Social Workers, and Licensed Educational Psychologists. In addition to completing Section VI.3, of the Narrative Form, the applicant must attach a copy of the counselor/practitioner license or credentials. Any grant application that does not attach a copy of the counselor/practitioner license or credentials will be considered non-responsive and will not be reviewed or considered for funding. Copies of the license or credentials will not count towards the 15 page limitation.

9. Applicants must meet the other requirements listed below. Proposals that do not adhere to these requirements will be scored, however, for each requirement not met; a penalty will be assessed as detailed below.

Requirement	Penalty
Applicants must submit five complete copies of the entire proposal, and of those copies, two must have original signatures. In accordance with State policy, the organization's contract/agreement signatory authority or authorized designee as designated by the organizations' Board of Directors' Resolution must sign proposals.	3 points deducted
The entire proposal including Cover/Signature page must be submitted in electronic form on a compact disk, exclusive of the letters of commitment, in MS Word and/or MS Excel format where applicable **(Do NOT submit in Adobe PDF).**	3 points deducted
Proposal narrative must be in no less than 12 point black Arial font.	3 point deducted
Each copy of the proposal package must be stapled in the upper left hand corner. Special bindings, report covers, or separators will result in reducing the proposal score.	1 point deducted
Proposal narrative is limited to 15 pages. All pages over the 15 pages allotted will be removed and will not be scored.	Removed pages will not be reviewed or scored.

B. Proposal Package Instructions, Format and Document Order

Proposal Package instructions are available on the EDD Web site and contain links to each required form.

The following chart lists the order of documents that must be included in the proposal package. This may also be used as a checklist to help ensure submission of a complete grant package.

1.	Cover/Signature page (includes proposal summary) limited to 2 pages	☐
2.	Proposal Narrative Form (limited to 15 pages). The Proposal Narrative Form includes the following sections:	
	I. Statement of Need	☐
	II. Target Group	☐
	III. Planned Approach	☐
	IV. Performance Goals	☐
	V. Local Partnerships and Leveraged Resources	☐
	VI. Statement of Capabilities	☐
	VII. Budget Summary Narrative and Plan	☐
3.	SFP Forms	
	SFP Form 1 – Project Work Plan	☐
	SFP Form 2 – Performance Goals Matrix	☐
	SFP Form 3 – Partner Roles, Responsibilities and Resources Chart	☐
	SFP Form 4 – Budget Summary Plan	☐
	SFP Form 5 – Supplemental Budget (if applicable)	☐
	SFP Form 6 – Past/Present Performance Veterans' Projects Form	☐
4.	Letters of commitment from required partners	☐
5.	Letters of commitment for cash/in-kind match	☐
6.	Copy of License or Credential for Mental Health Counselor/Practitioner	☐
7.	Copy of non-profit certification [23701 (d)] from the California Franchise Tax Board (if applicable)	☐
8.	Copy of non-profit certification [501 (c) (3)] from the federal Internal Revenue Service (if applicable)	☐

Section 6 Award and Contracting Process

A. Proposal Evaluation and Recommendation for Funding

Proposals will be scored and ranked by teams of independent reviewers based on the criteria set forth in this SFP. The scoring value of each section of the SFP is as follows:

Criterion		Maximum Points
Narrative Section I	Statement of Need	15
Narrative Section II	Target Group	10
Narrative Section III	Planned Approach	40
Narrative Section IV	Performance Goals	10
Narrative Section V	Local Partnership and Leveraged Resources	30
Narrative Section VI	Statement of Capabilities	15
Narrative Section VII	Budget Summary Narrative and Plan	10
Total Possible Points		**130**

The ranked scores will serve as the primary basis for making recommendations for funding in conjunction with other factors such as geographic distribution of funds, uniqueness, and innovative aspects of the proposal. Additionally for those organizations that have had a WIA 15 Percent Veterans' Project, the Past/Present Performance Veterans' Projects Form (SFP Form 6) must be completed and attached. Past/Present Performance will be considered in making funding recommendations. Only those proposals deemed to be meritorious and in the best interests of the State will be recommended for funding. The EDD reserves the right to conduct on-site reviews prior to making final funding recommendations. After completion of the evaluation process, funding recommendations will be made to the EDD Director. The LWDA Secretary, in consultation with the EDD Director and the CWIB Executive Director will make final funding decisions.

B. Notification of Recommendation for Funding

Following the selection of proposals to be funded, notification will be placed on the EDD Web site and applicants will be notified of the funding decisions. The State expects that the award decision notices will be sent in May 2012.

C. Contracting

The EDD staff will contact the awardees to finalize contract details. In some cases, EDD may request that the contracts incorporate changes to the original project proposals. After the contract negotiations, if any, EDD will mail the subgrant agreement (contract) to the awardees for signature. The State expects the contract negotiations to begin in May with a project start date as early as May 1, 2012.

Awardees are advised to consider whether official action by a County Board of Supervisors, City Council, or other similar decision-making body will be necessary before agreeing to accept funds awarded under this SFP. The time needed for such official action will affect the awardees ability to meet the earliest project start date of May 1, 2012.

All awardees must comply with Appendix C, the General Provisions and Standards of Conduct, of this SFP.

Section 7 Appeal Process

A proposal may be disqualified for not meeting the required elements, and an appeal of that disqualification decision, may be filed. There is no appeal process for not meeting the proposal submission deadline. Final funding decisions cannot be appealed. The required elements, which are listed in Part A of Section 5 of the SFP, are those conditions that must be met in order for the proposal to be forwarded for evaluation and scoring.

The EDD will mail disqualification letters to applicants no later than April 20, 2012. Any appeals must be received in the EDD office designated below by 4 p.m. on April 27, 2012. The appellant must submit the facts in writing. The review will be limited to the information provided in writing.

To be considered for review, the appeal must contain the following information:

1. The full name, address, and telephone number of the appealing party.
2. A brief statement of the reasons for appeal, including citations to the SFP and any other pertinent documents.
3. A statement of the relief sought.
4. Original signature of the authorized signatory authority of the organization.

The appellant must provide a copy of the appeal letter and the supporting documents to EDD's WSB. The WSB will respond in writing to the appeals by May 4, 2012. The review will be limited to determining whether the proposal met the required elements of the SFP.

The appeal must be in writing with the appropriate signatory authority and submitted to the following:

Mail to:	ATTN: WIA Vets SFP Appeals Workforce Services Branch, MIC 88 Employment Development Department P.O. Box 826880 Sacramento, CA 94280-0001
By courier to:	ATTN: WIA Vets SFP Appeals Workforce Services Branch, MIC 88 Employment Development Department 800 Capitol Mall, Room 2029 Sacramento, CA 95814
Hand deliver to:	ATTN: WIA Vets SFP Appeals Workforce Services Division, MIC 88 Employment Development Department 722 Capitol Mall, Room 1100, Building Agents Office Sacramento, CA 95814

Section 8 Administrative Requirements

A. Monitoring and Audits

Grantees will be monitored and/or audited by the State, in accordance with existing policies, procedures, and requirements governing the use of WIA funds. Grantees are expected to be responsive to all reviewers' requests, provide reasonable and timely access to records and staff, facilitate access to subcontractors, and communicate with reviewers in a timely and accurate manner.

Awardees that are units of local government, or non-profit entities as defined by OMB Circular A-133, must ensure that audits required under OMB guidelines are performed and submitted when due. Organizations that are subrecipients under WIA Title I and that expend more than the minimum level specified in OMB Circular A-133 ($500,000 as of January 1, 2004) must have either an organization-wide audit conducted in accordance with OMB Circular A-133 or a program specific financial and compliance audit.

B. Record Retention

Awardees will be required to maintain project and fiscal records sufficient to allow federal, state, and local reviewers to evaluate the project effectiveness and proper use of funds. The record retention system must include both original and summary (e.g., computer generated) data sources. Awardees will retain all records pertinent to this contract for a period of three years from the date of final payment of this contract.

C. Reporting

Grantees must have the capability to report expenditures, participant, and outcome data to the State, in a manner that is timely, thorough, and accurate through the State's required reporting system. The State has developed a system for reporting data collected by grantees. Grantees will be required to have the approved emulation software for this purpose. The State will provide training on how to use the State's reporting system. See Appendix E for the System Hardware and Software Requirements.

Grantees will be required to submit monthly financial and participant reports, data elements including participant information, project activities and expenditures using the State's required reporting system. In addition, grantees will be required to submit monthly progress reports which include narrative on the status of the projects. Upon closeout of the project an End of Project report is required.

D. Performance Goals

The overall State goals are provided as a point of reference for applicants when reviewing their local goals. The State recognizes that local goals may differ from those presented here. Local program designs may vary significantly and necessitate flexibility in determining goals. If the planned goals are lower than the State performance levels, applicants must provide an explanation in Section IV, Performance Goals, of the Proposal Narrative.

The State's WIA Performance Goals for PY 2011/12 are as follows:

Performance Goals Description	Performance Goals (%)
1. Placement in Education or Training	100%
2. Completed Training	80%
3. Attained Recognized Certificate/Degree	70%
4. Placement in Unsubsidized Employment	56%
5. Retained Employment (6 months)	81%
6. Average Earnings	$13,000

The performance measures are described in WIA Section 136 and defined in detail in Training and Employment Guidance Letter (TEGL) 17-05 dated February 17, 2006.

E. Closeout

A subgrant/line item closeout will be required 60 days after the completion of the grant period. WIA Directive WSD09-12, WIA Closeout Handbook, provides specific instructions for closeout. Applicants should include costs associated with closeout activities into the budget plan.

F. Compliance

All funds are subject to their related State and federal statutory and regulatory requirements. These requirements are detailed in governing documents that include, but are not limited to, the WIA and its associated federal regulations, including Title 29 of the Code of Federal Regulations, State and federal WIA directives, and OMB Circulars. Refer to Appendix D, Internet Resources, for a list of useful Web sites.

G. Evaluation

WIA Sections 134 and 136 (e) provide for the ongoing evaluation of workforce investment activities. Evaluation of statewide activities allows the State to determine the effectiveness of the Governor's 15 Percent funds in addressing the identified statewide needs. As a result, the State may pursue a statewide evaluation of the projects awarded through this SFP. In the event that a statewide evaluation is implemented, the applicant will be required to participate in that evaluation by providing requested data and information. Therefore, all award recipients are expected to document lessons learned, and effective/promising practices ascertained through this project.

APPENDIX A
WIA Allowable Activities

Core Services

1. Determinations of whether the individuals are eligible to receive assistance

2. Outreach, intake (which may include worker profiling), and orientation to the information and other available services

3. Initial assessment of skill levels, aptitudes, abilities, and supportive service needs

4. Job search and placement assistance, and where appropriate, career counseling

5. Provision of employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including—

   a. Job vacancy listings in such labor market areas

   b. Information on job skills necessary to obtain the jobs described in clause 5.a

   c. Information relating to local occupations in demand and the earnings and skill requirements for such occupations

6. Provision of performance information and program cost information on training services, youth activities, adult education, post-secondary vocational activities, and vocational rehabilitation program activities

7. Provision of accurate information relating to the availability of supportive services, including child care and transportation, available in the local area, and referral to such services, as appropriate

8. Provision of information regarding filing claims for unemployment compensation

9. Assistance in establishing eligibility for Programs of financial aid assistance for training and education programs that are available in the local area

10. Follow-up services, including counseling regarding the workplace, for participants in workforce investment activities authorized under this subtitle who are placed in unsubsidized employment, for not less than 12 months after the first day of the employment, as appropriate

Intensive Services

1. Comprehensive and specialized assessments of the skill levels and service needs which may include:

    a. Diagnostic testing and use of other assessment tools

    b. In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals

2. Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals

3. Group counseling

4. Individual counseling and career planning

5. Case management for participants seeking training services

6. Short term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training

Training Services

1. Occupational skills training, including training for nontraditional employment

2. On-the-job training

3. Programs that combine workplace training with related instruction, which may include cooperative education programs

4. Training programs operated by the private sector

5. Skill upgrading and retraining

6. Entrepreneurial training

7. Job readiness training

8. Adult education and literacy activities provided in combination with services described in any of clauses 1 through 7

9. Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training

Follow-up Services

Each proposal should include follow-up services for participants after they are placed in unsubsidized employment and after they have exited from the project. The follow-up is intended to support the client in retaining employment and continuing to improve their employment success after exit. The final follow-up design will be negotiated with each successful applicant during contract negotiations based on the length of the contract and the funding available to the applicant. While follow-up services must be made available, not all participants who are registered and placed into unsubsidized employment will need or want such services.

Follow-up services could include, but are not limited to: additional career planning and counseling; contact with the participant's employer, including assistance with work-related problems that may arise; peer support groups; information about additional educational opportunities; and referral to supportive services available in the community.

APPENDIX B
Administrative Cost Definitions

There is an administrative cost limit of ten percent of the total funds awarded under this contract.

All local grant recipients and lower tier subrecipients must follow the federal allowable cost principles that apply to their type of organization. The DOL regulations at 29 CFR 95.27 and 29 CFR 97.22 identify the federal principles for determining allowable costs that must be followed.

Although administrative in nature, costs of information technology—computer hardware and software—needed for tracking and monitoring of WIA program, participant, or performance requirements; or for collecting, storing and disseminating information, are excluded from the administrative cost limit calculation.

(a) The cost of administration is that allocable portion of necessary and reasonable allowable costs of direct grant recipients, as well as, local grant recipients, local grant subrecipients, local fiscal agent, and which are not related to the direct provision of WIA services, including services to participants and employers. These costs can be both personnel and non-personnel, and both direct and indirect.

(b) The costs of administration are the costs associated with performing the following functions:

(1) Performing the following overall general administrative functions and coordination of those functions under WIA Title I:

(i) Accounting, budgeting, financial and cash management functions

(ii) Procurement and purchasing functions

(iii) Property management functions

(iv) Personnel management functions

(v) Payroll functions

(vi) Coordinating the resolution of findings arising from audits, reviews, investigations and incident reports

(vii) Audit functions

(viii) General legal services functions

(ix) Developing systems and procedures, including information systems, required for these administrative functions

(2) Performing oversight and monitoring responsibilities related to WIA administrative functions.

(3) Costs of goods and services required for administrative functions of the program, including goods and services such as rental or purchase of equipment, utilities, office supplies, postage, and rental and maintenance of office space.

(4) Travel costs incurred for official business in carrying out administrative activities or the overall management of the WIA systems.

(5) Costs of information systems related to administrative functions (for example, personnel, procurement, purchasing, property management, accounting and payroll systems) including the purchase, systems development and operating costs of such systems.

(c) (1) Awards to subrecipients or vendors that are solely for the performance of administrative functions are classified as administrative costs.

(2) Personnel and related non-personnel costs of staff who perform both administrative functions specified in paragraph (b) of this section and programmatic services or activities must be allocated as administrative or program costs to the benefiting cost objectives/categories based on documented distributions of actual time worked or other equitable cost allocation methods.

(3) Specific costs charged to an overhead or indirect cost pool that can be identified directly as a program cost are to be charged as a program cost. Documentation of such charges must be maintained.

(4) Except as provided at paragraph (c)(1), all costs incurred for functions and activities of subrecipients and vendors are program costs.

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

(i) Tracking or monitoring of participant and performance information

(ii) Employment statistics information, including job listing information, job skills information, and demand occupation information

(iii) Performance and program cost information on eligible providers of training services, youth activities, and appropriate education activities

(iv) Local area performance information

(v) Information relating to supportive services and unemployment insurance claims for program participants

(6) Continuous improvement activities are charged to administration or program category based on the purpose or nature of the activity to be improved. Documentation of such charges must be maintained.

APPENDIX C
General Provisions and Standards of Conduct

1. Compliance

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

   a) The provisions of the Workforce Investment Act (WIA) and all regulations, legislation, directives, policies, procedures and amendments issued pursuant thereto.

   b) All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement the WIA.

   c) The provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to Department of Labor (DOL) job training programs

   d) Subgrantee will ensure diligence in managing programs under this subgrant agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of the WIA. Subgrantee agrees to conform to the provisions of the WIA and the contract requirements as referenced in 29 CFR Part 95, Appendix A and 29 CFR, Part 97.36(i)(1-13).

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

2. Certification / Assurances

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

   a) Corporate Registration: The Subgrantee, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.

   b) The Subgrantee agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which, prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA. (42 U.S.C.12101 et seq.

   c) Sectarian Activities: The Subgrantee certifies that this subgrant agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.

   d) National Labor Relations Board: The Subgrantee (if not a public entity), by signing this subgrant agreement, does swear under penalty of perjury, that no more than one final unappeasable finding of contempt of court by a federal court has been issued against the Subgrantee within the immediately preceding two-year period because of Subgrantee's failure to comply with an order of a federal court, which

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

e) Prior Findings: Subgrantee, by signing this subgrant agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous subgrant agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.

f) Drug-Free Workplace Certification: By signing this subgrant agreement the Subgrantee hereby certifies under penalty of perjury under the laws of the State of California that the Subgrantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

(1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

(2) Establish a Drug-Free Awareness Program as required to inform employees about:
- the dangers of drug abuse in the workplace;
- the person's or organization's policy of maintaining a drug-free workplace;
- any available counseling, rehabilitation and employee assistance programs; and,
- penalties that may be imposed upon employees for drug abuse violations.

(3) Every employee who works on this subgrant agreement will:
- receive a copy of the company's drug-free policy statement; and,
- agree to abide by the terms of the company's statement as a condition of employment on the subgrant/contract.

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

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

h) Debarment and Suspension Certification: By signing this subgrant agreement, the Subgrantee hereby certifies under penalty of perjury under the laws of the State of California that the Subgrantee will comply with regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98.510, that the prospective

participant (i.e., grantee), to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transitions by any federal department or agency.

(2) Have not within a three-year period preceding this subgrant agreement been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

(3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Section 2 of this certification.

(4) Have not within a three year period preceding this subgrant agreement had one or more public transactions (federal, state or local) terminated for cause of default.

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

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

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

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this subgrant agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.

(3) The undersigned shall require that the language of the lobbying restrictions be included in the award documents for subgrant agreement transactions over $100,000 (per OMB) at all tiers (including subgrant agreements, contracts and subcontracts, under grants, loan, or cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

(4) This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

j) Priority Hiring Considerations:

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

k) Sweatfree Code of Conduct:

1) All Subgrantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Subgrantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

2) The Subgrantee agrees to cooperate fully in providing reasonable access to the subgrantees' records, documents, agents or employees, or premises if reasonably required by authorized officials of the Subgrantor, the Department of Industrial Relations, or the Department of Justice to determine the subgrantees' compliance with the requirements under paragraph a of the Sweatfree Code of Conduct.

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 WIA, Section 188. In addition:

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

Section 188 of the Workforce Investment Act of 1988 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I – financially assisted program or activity;

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

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

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

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

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

(b) This Subgrantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the subgrant agreement.

(c) This Subgrantee agrees to conform to nondiscrimination provisions of the WIA and other federal nondiscrimination requirements referenced in 29 CFR, Part 37.

n) Indemnification:

1) The following provision applies only if the Subgrantee is a governmental entity: Pursuant to the provision of Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.

2) The following provision applies only if the Subgrantee is a non-governmental entity: The Subgrantee agrees to the extent permitted by law, to indemnify, defend and save harmless the Subgrantor, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materials persons, laborers and any other persons, firms or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any persons, firms or corporations

which may be injured or damaged by the Subgrantee in the performance of this subgrant agreement.

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

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

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

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

3. Standards of Conduct

The following standards apply to all Subgrantees.

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

b) Avoidance of Conflict of Economic Interest: An executive or employee of the Subgrantee, an elected official in the area or a member of the Local Board, will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by the Subgrantee or Subgrantor: Supplies, materials, equipment or services purchased with subgrant agreement

funds will be used solely for purposes allowed under this subgrant agreement. No member of the Local Board will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.

4. Coordination

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

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

5. Subcontracting

a) Any of the work or services specified in this subgrant agreement which will be performed by other than by the Subgrantee will be evidenced by a written agreement specifying the terms and conditions of such performance.

b) The Subgrantee will maintain and adhere to an appropriate system, consistent with federal, state and local law, for the award and monitoring of contracts which contain acceptable standards for insuring accountability.

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

6. Insurance

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

a) Subgrantee will obtain a fidelity bond in an amount of not less than _____, prior to the receipt of funds under this subgrant agreement. If the bond is canceled or reduced, Subgrantee will immediately so notify the Subgrantor. In the event the bond is canceled or revised, the Subgrantor will make no further disbursements until it is assured that adequate coverage has been obtained.

b) Subgrantee will provide general liability insurance with a combined limit of $1,000,000 or public liability and property damage coverage with a combined limit of not less than $1,000,000.

c) Subgrantee will provide broad form automobile liability coverage with limits as set forth in (b) above, which applies to both owned/leased and non-owned automobiles used by the Subgrantee or its agents in performance of this subgrant agreement, or, in the event that the Subgrantee will not utilize owned/leased automobiles but intends to require employees, trainees or other agents to utilize their own automobiles in performance of this subgrant agreement, Subgrantee will secure and

maintain on file from all such employees, trainees or agents a self-certification of automobile insurance coverage.

d) Subgrantee will provide Worker's Compensation Insurance, which complies with provisions of the California Labor Code, covering all employees of the Subgrantee and all participants enrolled in work experience programs. Medical and Accident Insurance will be carried for those participants not qualifying as "employee" (Section 3350, et seq. of the California Labor Code) for Worker's Compensation.

e) The Subgrantor will be named as "Certificate Holder" of policies secured in compliance with paragraphs a-d above and will be provided certificates of insurance or insurance company "binders" prior to any disbursement of funds under this subgrant agreement, verifying the insurance requirements have been complied with. The coverage noted in b and c above must contain the following clauses:

(1) Insurance coverage will not be canceled or changed unless 30 days prior to the effective date of cancellation or change written notice is sent by the Subgrantee to:

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

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

(3) The State of California is not responsible for payment of premiums or assessments on this policy

7. Resolution

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

8. Funding

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

This subgrant agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate state fiscal years covered by this subgrant agreement for the purposes of this program and; (2) sufficient funds available to the state by the United States Government for the fiscal years covered by this

subgrant agreement for the purposes of this program. In addition, this subgrant agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statue enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this subgrant agreement in any manner.

a) At the expiration of the terms of this subgrant agreement or upon termination prior to the expiration of this subgrant agreement, funds not obligated for the purpose of this subgrant agreement will be immediately remitted to the Subgrantor, and no longer available to the Subgrantee.

b) The Subgrantor retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing the Subgrantee is given prompt notice and the opportunity for an informal review of the Subgrantor's decision. The Chief Deputy Director or his designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of the Subgrantee or a Subcontractor of the Subgrantee to comply with the provisions of this subgrant agreement, or with the WIA or regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.

9. Accounting and Cash Management

a) Subgrantee will comply with controls, record keeping and fund accounting procedure requirements of WIA, federal and state regulations and directives to ensure the proper disbursal of, and accounting for, program funds paid to the Subgrantee and disbursed by the Subgrantee, under this subgrant agreement.

b) Subgrantee will submit requests for cash to coincide with immediate cash needs and assure that no excess cash is on deposit in their accounts or the accounts of any sub-contracting service provider in accordance with procedures established by the Subgrantor. Failure to adhere to these provisions may result in suspending cash draw down privileges and providing funds through a reimbursement process.

c) The Subgrantor retains the authority to adjust specific amounts of cash requested if the Subgrantor's records and subsequent verification with the Subgrantee indicate that the Subgrantee has an excessive amount of cash in its account.

d) Income (including interest income) generated as a result of the receipt of WIA activities, will be utilized in accordance with policy and procedures established by the Subgrantor. Subgrantee will account for any such generated income separately.

e) Subgrantee shall not be required to maintain a separate bank account but shall separately account for WIA funds on deposit. All funding under this subgrant agreement, will be made by check or wire transfer payable to the Subgrantee for deposit in Subgrantee's bank account or city and county governmental bank accounts. To provide for the necessary and proper internal controls, funds should be withdrawn and disbursed by no less than two representatives of the Subgrantee. The Subgrantor will have a lien upon any balance of WIA funds in these accounts, which will take priority over all other liens or claims.

10. Amendments

This subgrant agreement may be unilaterally modified by the Subgrantor under the following circumstances:

a) There is an increase or decrease in federal or state funding levels.

b) A modification to the Subgrant is required in order to implement an adjustment to a Subgrantee's plan.

c) Funds awarded to the Subgrantee have not been expended in accordance with the schedule included in the approved Subgrantee's plan. After consultation with the Subgrantee, the Subgrantor has determined that funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a manner consistent with state and federal law, regulations and policies, reverting to the Subgrantor.

d) There is a change in state and federal law or regulation requiring a change in the provisions of this subgrant agreement..

e) An amendment is required to change the Subgrantees' name as listed on this subgrant agreement. Upon receipt of legal documentation of the name change the state will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

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

11. Reporting

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

12. Termination

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

a) Termination for Convenience - Either the Subgrantor or the Subgrantee may request a termination, in whole or in part, for convenience. The Subgrantee will give a ninety- (90) calendar-day advance notice in writing to the Subgrantor. The Subgrantor will give a ninety (90) calendar-day advance notice in writing to the Subgrantee.

b) Termination for Cause - The Subgrantor may terminate this subgrant agreement in whole or in part when it has determined that the Subgrantee has substantially violated a specific provision of the WIA regulations or implementing state legislation and corrective action has not been taken.

(1) All notices of termination must be in writing and be delivered personally or by deposit in the U. S. Mail, postage prepaid, "Certified Mail-Return Receipt

Requested", and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U. S. Postal Service.

Notices to the Subgrantee will be addressed to:

Notices to the Subgrantor will be addressed to:

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

13. Records

a) If participants are served under this subgrant agreement, the Subgrantee will establish a participant data system as prescribed by the Subgrantor.

b) Subgrantee will retain all records pertinent to this subgrant agreement for a period of three years from the date of final payment of this subgrant agreement. If, at the end of three years, there is litigation or an audit involving those records, the Subgrantee will retain the records until the resolution of such litigation or audit.

c) The Subgrantor and/or the U. S. DOL, or their designee will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this subgrant agreement. For purposes of this section, “access to” means that the Subgrantee shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this agreement. The Subgrantee shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the subgrant. Subgrantee's performance under the terms and conditions herein specified will be subject to an evaluation by the Subgrantor of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

14. Audits

a) The Subgrantee will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. All governmental and non-profit organizations must follow the audit requirements (single audit or program-specific audit requirement) of OMB Circular A-133 (29 CFR 97.26 and 29 CFR 95.26).

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

15. Disallowed Costs

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

16. Conflicts

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

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

17. Grievances and Complaint System

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

18. Property

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

19. Intellectual Property Provisions

a) Federal Funding

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

Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

b) Ownership

(1) Except where Subgrantor has agreed in a signed writing to accept a license, Subgrantor shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement.

(2) For the purposes of this subgrant agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by Subgrantor, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

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

(3) In the performance of this subgrant agreement, Subgrantee may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this subgrant agreement. In addition, under this subgrant agreement, Subgrantee may access and utilize certain of Subgrantor's intellectual property in existence prior to the effective date of this subgrant agreement. Except as otherwise set forth herein, Subgrantee shall not use any of Subgrantor's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of Subgrantor. Except as otherwise set forth herein, neither the Subgrantee nor Subgrantor shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this subgrant

agreement, Subgrantee accesses any third-party Intellectual Property that is licensed to Subgrantor, Subgrantee agrees to abide by all license and confidentiality restrictions applicable to Subgrantor in the third-party's license agreement.

(4) Subgrantee agrees to cooperate with Subgrantor in establishing or maintaining Subgrantor's exclusive rights in the Intellectual Property, and in assuring Subgrantor's sole rights against third parties with respect to the Intellectual Property. If the Subgrantee enters into any agreements or subcontracts with other parties in order to perform this subgrant agreement, Subgrantee shall require the terms of the agreement(s) to include all Intellectual Property provisions of paragraph nineteen a) through nineteen i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to Subgrantor all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, subgrantee or subgrantor and which result directly or indirectly from this subgrant agreement or any subcontract.

(5) Pursuant to paragraph nineteen (b) (4) of the Intellectual Property Provisions in Exhibit BB to this subgrant agreement, the requirement for the Subgrantee to include all Intellectual Property Provisions of paragraph nineteen a) through nineteen i) of the Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to subgrant agreements or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 663.700-730.

(6) Subgrantee further agrees to assist and cooperate with Subgrantor in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce Subgrantor's Intellectual Property rights and interests.

c) Retained Rights / License Rights

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

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

d) Copyright

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

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

e) Patent Rights

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

f) Third-Party Intellectual Property

Except as provided herein, Subgrantee agrees that its performance of this subgrant agreement shall not be dependent upon or include any Intellectual Property of Subgrantee or third party without first: (i) obtaining Subgrantor's prior written approval; and (ii) granting to or obtaining for Subgrantor's, without additional compensation, a license, as described in **paragraph nineteen c)**, for any of

Subgrantee's or third-party's Intellectual Property in existence prior to the effective date of this subgrant agreement. If such a license upon these terms is unattainable, and Subgrantor determines that the Intellectual Property should be included in or is required for Subgrantee's performance of this subgrant agreement, Subgrantee shall obtain a license under terms acceptable to Subgrantor.

g) Warranties

(1) Subgrantee represents and warrants that:

(a) It has secured and will secure all rights and licenses necessary for its performance of this subgrant agreement.

(b) Neither Subgrantee's performance of this subgrant agreement, nor the exercise by either Party of the rights granted in this subgrant agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by Subgrantee.

(c) Neither Subgrantee's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(d) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors.

(e) Of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.

(f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to Subgrantor in this subgrant agreement.

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

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

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

h) Intellectual Property Indemnity

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

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

(3) Subgrantee agrees that damages alone would be inadequate to compensate Subgrantor for breach of any term of these Intellectual Property provisions of

paragraph nineteen a) through nineteen i) by Subgrantee. Subgrantee acknowledges Subgrantor would suffer irreparable harm in the event of such breach and agrees Subgrantor shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

i) Survival

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

20. Confidentiality Requirements

The State of California and the Subgrantee will exchange various kinds of information pursuant to this subgrant agreement. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the California Department of Corrections, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs.

The Subgrantor and Subgrantee agree that:

a) Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.

b) Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.

c) The Subgrantee agrees that information obtained under this subgrant agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this agreement.

   i. Aggregate Summaries: All reports and/or publications developed by the Subgrantee based on data obtained under this agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow indentification of an individual or employer unit.

   ii. Publication: Prior to publication, Subgrantee shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to Unemployment Insurance Code section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in

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

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

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

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

   The Subgrantee shall cooperate with the Subgrantor in any investigation or 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 appliled.

   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 Subgrantor or Subgrantee enters into an agreement with a third party to provide WIA services, the Subgrantor or Subgrantee agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.

l) The Subgrantee may, in its operation of the One-Stops, permit a One-Stop Operator to enter into a subcontract to manage confidential information. This subcontract may allow an individual to register for resume-distribution services at the same time the individual enrolls in CalJOBS^{SM}. Subgrantee shall ensure that all such subcontracts comply with the intellectual property requirements of paragraph 19 of this Subgrant, the confidentiality requirements of paragraph 20 of this Subgrant and any other terms of this Subgrant that may be applicable. In addition, the following requirements must be included in the subcontracts:

(1) All client information submitted over the Internet to the subcontractor's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Clients' social security numbers must be stored in a separate database within the subcontractor's network of servers, and protected by a firewall and a secondary database server firewall or AES[1] 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 subgrantee, the subcontract must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. In accordance with 29 Code of Federal Regulations 97.42, social security numbers and other client specific information shall not be retained for more than three years after a client completes services. The subgrantee should extend this period, only if any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three-year retention period. In this case the records should be maintained until completion of the action and resolution of all issues arising from it, or until the close of the three-year retention period, whichever is later. (29 CFR sec. 97.42 (b)(2).)

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

(3) A One-Stop client must still be given the option to use the One-Stop's services, including CalJOBS^{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 One-Stop or for CalJOBS^{SM}, the subcontractor's resume-distribution services, or any other services subcontractor offers to the client or the One-Stop Operator.

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

(5) When the Subgrantor modifies State automated systems such as the State CalJOBS^{SM} System, it shall provide reasonable notice of such changes to the Subgrantee. The Subgrantee shall be responsible to communicate such changes to the One-Stop Operator(s) in the local area.

m) Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation. As of this date, the following are those individuals:

FOR THE SUBGRANTOR

Name: Art O'Neal

Title: Section Manager

Address: P.O. Box 826880, MIC 69

Sacramento, CA 94280-0001

Telephone: (916) 654-9699

Fax: (916) 654-9586

FOR THE SUBGRANTEE

Name:

Title:

Telephone:

Fax:

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.

APPENDIX D
Internet Resources

The following Web sites are valuable sources of information that may be needed in developing project plans, building partnerships, obtaining data, and responding to questions in the Veterans' Employment-Related Assistance Program SFP.

- California Association of County Veterans Service Officers, Inc.

  Lists the veterans' service office nearest you by county.
- California Association for Local Economic Development (CALED)

  CALED is an economic development organization dedicated to advancing its members' ability to achieve excellence in delivering economic development services to their communities and business clients within California.
- California Department of Finance-Demographic Research

  Research State census data including population by gender, age and race by county.
- California Department of Health Care Services

  The Department of Health Care Services' mission is to preserve and improve the health status of all Californians.
- California Department of Industrial Relations/Division of Apprenticeship Standards

  The Department of Industrial Relations, Division of Apprenticeship Standards creates opportunities for Californians to gain employable lifetime skills and provides employers with a highly skilled and experienced workforce while strengthening California's economy.
  - Division of Apprenticeship Standards
    Search available apprenticeship programs by selecting a county and an occupation group.
- California Department of Mental Health

  The California Department of Mental Health, entrusted with leadership of the California mental health system, ensures through partnerships the availability and accessibility of effective, efficient, culturally competent services.
- California Department of Rehabilitation

  The California Department of Rehabilitation works in partnership with consumers and other stakeholders to provide services and advocacy resulting in employment, independent living and equality for individuals with disabilities.
- California Department of Social Services

  The California Department of Social Services is responsible for the oversight and administration of programs serving California's most vulnerable residents.

- California Department of Veteran Affairs

  The California Department of Veteran Affairs serves California's veterans & their families.

- California Employment Development Department (EDD)

  The EDD is the administrative entity for the WIA SFP. This site contains or links to a wide range of employment and training resources, including labor market information.

  - Labor Market Information
    Find labor market information industry/business that can be useful in preparing your proposal.
  - Workforce Development Solicitation for Proposals
    The WIA SFPs and related information can be accessed from the EDD's SFP page.
  - Workforce Development California Economic Recovery
    This Web page provides information on federal and state guidance and questions and answers on how the Recovery Act will affect California's training and employment services.

- California Labor and Workforce Development Agency

  The California Labor and Workforce Development Agency is an executive branch agency, and the secretary is a member of the Governor's cabinet. The agency oversees seven major departments, boards, and panels that serve California businesses and workers including the Employment Development Department.

- California One-Stop Career Centers

  Find an office! A central location for information about One-Stop Career Centers and related links.

- California Regional Economies Project

  The California Regional Economies Project provides state and local economic and workforce development organizations with information about each regional economy and labor market in California. The Project is sponsored by the California Workforce Investment Board of the Labor & Workforce Development Agency, and implemented in partnership with the California Economic Strategy Panel.

- California Workforce Association (CWA)

  CWA is a non-profit membership organization that develops public policy strategies and builds local capacity to address critical workforce issues while working with the 50 Workforce Investment Boards, One-Stop Career Centers, and other workforce development partners in California.

- California Workforce Investment Board (CWIB)

  The State Board establishes policy for, and provides guidance to, local Workforce Investment Boards, which provide services under the WIA.

- Local Workforce Investment Areas (LWIA)

  A listing of LWIAs with addresses and contact information.

- Office of Management and Budget (OMB)

  OMB oversees and coordinates the Federal Administration's procurement, financial management, information, and regulatory policies. The OMB Circulars may be downloaded from this Web site.

- Skills2Compete-California's Forgotten Middle-Skill Jobs

  A recent study released in October 2009 by the Workforce Alliance, Skills2Compete and the California EDGE Campaign, California's Forgotten Middle-Skill Jobs, reports that middle-skill jobs will account for 43 percent of all California job openings between 2006 and 2016.

- State Sector Strategies

  This Web site is part of an on-going multi-state project focused on accelerating the adoption of sector strategies. Sector strategies are being adopted by dozens of states to connect workers to relevant training and education, and to connect employers to skilled workers.

- U.S. Department of Labor Employment and Training Administration (DOLETA)

  The U.S. DOLETA is the federal agent for the WIA program.

- U.S. Chamber of Commerce – Institute for Competitive Workforce (ICW)

  The ICW is a non-profit affiliate of the U.S. Chamber of Commerce focused on workforce development and quality education issues. The ICW develops workforce strategies for businesses, chambers of commerce, and communities to hire, train, retain, and advance skilled workers in the 21st century.

- U.S. Small Business Administration

  Provides guidance and resource information to owners and operators of small businesses.

- Workforce^3 One

  The Workforce^3 One Integrated Webspace offers the public workforce system, employers, economic development professionals, and education professionals an innovative knowledge network designed to create and support a demand-driven community, one that responds directly to business needs and prepares workers for good jobs in the fastest growing careers.

APPENDIX E

State Reporting System Hardware and Software Requirements

The State's minimum computer hardware and software requirements are imposed for compatibility with the State's Reporting System.

The following products meet the State Job Training Automation (JTA) system information security requirements and will be supported by the JTA Help Desk:

- Vandyke Secure CRT and Secure FX
  www.vandyke.com/products/securecrt/index.html

- Attachmate EXTRA! Extreme 8.0
  www.attachmate.com/en-US/Products/Terminal+Emulation/Extra/extra.htm

The Workforce Investment Division does not require the use of the above products, but has tested and can provide technical support for these products for the purpose of JTA access.

1. Hardware Requirements:

   - Pentium-based PC with at least 128 MB RAM

     AND

   - A dedicated phone line, and
   - A modem (9600 bps or higher)

     OR

   - A DSL, Cable, T1 or other high-speed Internet connection, and
   - A Network Interface Card (NIC)

2. Operating System (OS) Requirements (one of the following):

   - MS Windows 98
   - MS Windows NT
   - MS Windows 2000
   - MS Windows XP Home Edition
   - MS Windows XP Professional Edition

3. Communication Package Requirements:

   - Attachmate EXTRA! Extreme 8.0
   - Vandyke Secure CRT/Secure FX
   - other (please specify):_____

4. Printer Requirements:

   - Hewlett-Packard (HP) compatible printer

The following products meet the State California Workforce Services Network (CWSN) system information security requirements and will be supported by the CWSN Help Desk:

- Internet access (preferably T1 line, cable modem, or DSL modem) with a minimum modem/ISP connection speed of 33.6 kbps. Users accessing the Internet through a cable modem or DSL meet this requirement.
- Video display (Display Properties/Settings/Colors) set to at least 16-bit color (High Color) with screen resolution (Display Properties/Settings/Screen area) set to at least 800 by 600 pixels.
- Cookies need to be enabled to be accepted in your browser preferences. If you are unsure what cookies are or what they can do to enhance your browsing experience.
- JavaScript, a browser supporting JavaScript.
- Pop-Up Blockers will need to be disabled in order to access certain features of this site. Most Pop-Up Blockers can be temporarily disabled by holding down the CTRL button.
- Installed on each computer, a current version of one of the following supported Internet browsers:
    - *Preferred* - Microsoft Internet Explorer 7 or higher | Download Internet Explorer
    - Mozilla Firefox 3.5 or higher | Download Firefox
    - Apple Safari 4 or higher | Download Safari
    - Google Chrome 9 or higher | Download Chrome