NOTICE OF AVAILABILITY OF FUNDS

by the
Employment Development Department
Workforce Services Branch

Wagner-Peyser Funds

DEAF AND HARD OF HEARING SERVICES

Solicitation For Proposals

May 2012

EDD is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Special requests for services, aids, and/or special formats need to be made by calling (916) 654-8055 (Voice). TTY users, please call the California Relay Service at 711.

EMPLOYMENT DEVELOPMENT DEPARTMENT
DEAF AND HARD OF HEARING SERVICES
SOLICITATION FOR PROPOSALS

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EMPLOYMENT DEVELOPMENT DEPARTMENT
DEAF AND HARD OF HEARING SERVICES
SOLICITATION FOR PROPOSALS

SECTION 1 OVERVIEW

A. Purpose

The Employment Development Department (EDD) Workforce Services Branch (WSB) announces the availability of $1,500,000 of Wagner-Peyser 10 Percent Governor's Discretionary Funds for the purpose of providing employment and training services to individuals that are deaf or hard of hearing (DHH) and ensuring that the services provided are at least equal to services received by non-deaf and non-hard of hearing persons.

This program provides deaf and hard of hearing individuals with enhanced services in selected EDD Workforce Services sites. The program will deliver effective communication and increased service opportunities by providing specialized counseling, interpretive services, job placement, follow-up services and advocacy. The program is designed to assist job-ready deaf and hard of hearing individuals in obtaining and retaining unsubsidized employment. The program also intends that interpretive services be provided to enable these individuals to receive other EDD related services.

B. Target Population

Proposals must target individuals that are deaf or hard of hearing and available for and seeking employment.

C. Eligible Applicants

Proposals will be accepted from public agencies or private non-profit corporations. Individuals are not eligible to apply. Applicants must clearly demonstrate their ability to provide services to the targeted population. Applicants may submit proposals to provide services for one or multiple sites. Applicants may also submit one proposal to provide services at multiple sites within a targeted geographical area.

D. Program Location(s)

- Pursuant to the California Unemployment Insurance Code (CUIC), Section 11004, the EDD must determine the number and location of its offices within the State providing employment services to the deaf and hearing impaired and shall decide which offices shall be served by Grantees. The CUIC also states that EDD shall give priority to offices where subgrants (contracts) are necessary in order to prevent or minimize the disruption or the discontinuance of employment services to the deaf and hearing impaired which have been provided in conjunction with the Department prior to July 1, 1984. In keeping with this requirement, the EDD identified geographical areas where high concentrations of deaf and hearing

impaired individuals reside. The EDD currently funds services in the geographical areas listed below and will give priority to programs and services in these locales to prevent and/or minimize disruption in services.

- San Francisco - 4 sites
- Los Angeles - 4 sites
- Santa Ana/Anaheim - 2 sites
- Riverside/Rancho Cucamonga - 2 sites
- San Diego/Oceanside - 2 sites
- Sacramento/Roseville – 2 sites

For this solicitation, the Grantee is required to assign two staff in designated EDD Workforce Services offices, partner or One-Stop Career Center sites for the specified contracted hours. Refer to Appendix D for a listing of current sites and their locations.

If an applicant proposes to serve a geographical area not listed above, the proposal must also clearly identify the need for services in that locale and demonstrate why those needs are not currently being met.

E. Funding

Applicants may submit one proposal for one geographical area or for multiple areas in California. The application must follow the proposal instructions. The total program funding available, for the period July 1, 2012 through June 30, 2013, is $1,500,000.

F. Allowable Use of Funds

The use of funds awarded in this SFP is governed by Wagner-Peyser 10 Percent Governor's Discretionary Fund guidelines, State and federal directives, and federal Office of Management and Budget (OMB) Circulars.

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

G. 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 A, Administrative Cost Definitions.

H. Length of Project

The grant period for this award is 12 months, from July 1, 2012 through June 30, 2013. No obligation or commitment of funds will be allowed prior to or beyond the grant period. At the end of the grant period, the Department may renegotiate the terms of each grant in accordance with allowable increases or decreases in the grantee's costs and grantee's demonstrated ability to provide the specified services. Any grant funds not expended during a grant period must be returned to the State.

SECTION 2 GRANTEE REQUIREMENTS

A. Grantee Criteria

As required under Sections 11003 of the CUIC, the criteria for choosing grantees shall include, but not be limited to:

- The ability to provide services in a deaf and hearing impaired individual's preferred mode of communication.
- The ability to secure community support, including written endorsements of local officials, employers, Local Workforce Investment Areas and organizations of and for the deaf and hearing impaired.
- The existence of funding from one or more public or private sources.
- Participation of deaf and hearing impaired persons on the potential grantee's employment services staff, and in the case of a private nonprofit corporation, on the board of directors.
- A commitment to the development and maintenance of self-determination for deaf and hearing impaired persons.

B. Staffing Qualifications

The Grantee shall locate a minimum of two staff in designated EDD Workforce Services offices, partner or One-Stop Career Center sites for the specified contracted hours. One staff must be a qualified sign language interpreter for the deaf. A copy of the valid and current Comprehensive Skills Certification issued by the National Registry of Interpreters for the Deaf (RID), or equivalent California Association of the Deaf (CAD) certification or other certification approved by EDD, must be provided to the EDD Workforce Services site manager. Other staff members must have a demonstrable ability to communicate in sign language.

The Grantee must provide services during normal office hours of 8 a.m. through 5 p.m., Monday through Friday, excluding Saturdays, Sundays and State holidays. Hours and days of service must be on a consistent schedule approved by the EDD Workforce Services site manager. On occasion, however, it may be necessary for staff to provide community services outside of the office. In the event of a planned absence from the office, the EDD Workforce Services site manager or designee must receive advance notification and have rendered approval. In the event of unplanned absences, the Grantee must notify the EDD Workforce Services site manager within one hour of the scheduled work time. Scheduled hours of work and absences from the designated office are subject to the EDD Workforce Services site manager's approval.

C. Required Services

As required under Sections 11002 of the CUIC, employment services for the deaf and hearing impaired shall include, but are not limited to, the following:

- Complete communication services for all preparatory, job placement, and follow-up activities. The communication services shall include interpreter services by a professional interpreter for the deaf possessing the comprehensive skills certification of the National Registry of Interpreters for the Deaf, or the equivalent, telecommunications, and, when necessary, training in communication skills.

- Advocacy to assure that deaf and hard of hearing individuals receive equal access to public and private employment services.

- Job development and job placement.

- Employment counseling, including peer counseling by deaf or hearing impaired individuals.

- Follow-up counseling and problem solving after placement.

SECTION 3 SIGNIFICANT DATES

Event	Date*
Solicitation release	May 4, 2012
Last date to submit written questions to EDD (via e-mail)	May 11, 2012
Last date for EDD to post responses to written questions on Web site	May 16, 2012
Proposals due (by 3 p.m.)	**May 30, 2012**
Award announcements	June, 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 4 QUESTIONS/ANSWERS WEB SITE

In order to allow for timely and consistent responses to questions that potential bidders may have, we are implementing an electronic Question and Answer process. Questions must be submitted by e-mail to WPSFP@edd.ca.gov and received no later than May 11, 2012. All answers will be posted, on the following Web page, Workforce Development Solicitations for Proposals by 5 p.m. on May 16, 2012

SECTION 5 PROPOSAL SUBMISSION INSTRUCTIONS

A. Proposal Requirements

The deadline for the **receipt** of proposals is **3 p.m. on May 30, 2012**. **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 Workforce Services Division (WSD) by 3 p.m. **on May 30, 2012.** Exceptions will not be allowed and there is no appeal for not meeting the proposal deadline.

The EDD WSB will accept hand-delivered and courier-delivered proposals between 7:30 a.m. and 4 p.m. daily, excluding Saturdays, Sundays, and State holidays, through May 29, 2012, and between 7:30 a.m. and 3 p.m. **on May 30, 2012.**

B. Proposal delivery method and addresses

Proposals may be submitted by mail, courier service, or hand delivery.

Mail to:	ATTN: DHH SFP Workforce Services Division, MIC 50 Employment Development Department P.O. Box 826880 Sacramento, CA 94280-0001
By courier to:	ATTN: DHH SFP Workforce Services Division, MIC 50 Employment Development Department 800 Capitol Mall, Room 2029 Sacramento, CA 95814
Hand deliver to:	ATTN: DHH SFP Workforce Services Division Employment Development Department 722 Capitol Mall, Room 5099 Sacramento, CA 95814

Because of the requirement of an original signature, proposals may not be e-mailed or faxed.

SECTION 6 REQUIRED PROPOSAL CONTENT

A. Minimum Requirements

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. Applicants must use the specific instructions and complete all requested forms available in this document (see Table of Contents for links to forms).

B. Required Documents

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

1.	Cover Letter (optional)	
2.	Cover/Signature Page (proposal summary limited to 100 words or less)	
3.	Proposal Narrative Form - Exhibit A (limited to 20 pages)	
4.	Budget Summary Plan – Exhibit B	
5.	Schedule for Salaries and Wages – Exhibit C	
6.	Minimum Requirements – Exhibit D	
7.	Letters of Support/Endorsement	

C. Other Requirements

Applicants must also meet the other requirements listed below. For each requirement not met, a penalty will be assessed as detailed below.

Requirement	Penalty
• Applicant must submit six 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 organization's Board of Director's Resolution must sign proposals.	3 points deducted
• Proposal narrative must be in MS-Word format and in a font no less than 12 point.	3 points deducted
• Proposal narrative must be 20 pages or less.	3 points deducted
• Each copy of the proposal package must be stapled in the upper left hand corner. Special bindings, report covers, or tabbed separators will result in reducing the proposal score.	3 points deducted
• The proposal package must be submitted in electronic form in MS-Word format and on a compact disk, exclusive of the letters of commitment.	3 points deducted

SECTION 7 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:

Criteria	***Points***
Statement of Need	10
Target Group	10
Planned Approach	15
Goals and Objectives	10
Local Collaboration	15
Resource Utilization	10
Statement of Capabilities	20
Budget Summary Plan	10
Total Possible Points	**100**

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. 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.

B. Notification of 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 funding awards will be announced no later than June, 2012.

C. Contracting

The EDD staff will contact the awardees to finalize contract details. In some cases, EDD may request that the contract incorporate changes to the original project proposals. After the negotiations, if any, EDD will mail the subgrant agreement (contract) to the awardees for signature. The State expects the contract negotiations to begin June 1, 2012, in time to allow for a project start date of July 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 Grantees' ability to meet the project start date.

All awardees or Grantees must comply with the subgrant General Provisions and Standards of Conduct, Appendix B of this SFP.

SECTION 8 APPEAL PROCESS

A proposal will be disqualified for not meeting the minimum requirements 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 minimum requirements, which are listed in Part A of Section 6 of this SFP, are those conditions that must be met in order for the proposal to be forwarded for evaluation and scoring.

Any appeals must be received by the EDD no later than 4 p.m. on June 15, 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:

- The full name, address, and telephone number of the appealing party.
- A brief statement of the reasons for appeal, including citations to the SFP and any other pertinent documents.
- A statement of the relief sought.
- 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. The EDD will respond in writing to the appeals by June 29, 2012. The review will be limited to determining whether the proposal met the minimum criteria of the SFP.

Appeals must be submitted as follows:

Mail to:	ATTN:	DHH SFP Award Appeals Workforce Services Division, MIC 50 Employment Development Department P.O. Box 826880 Sacramento, CA 94280-0001
By courier to:	ATTN:	DHH SFP Award Appeals Workforce Services Division, MIC 50 Employment Development Department 800 Capitol Mall, Room 2029 Sacramento, CA 95814
Hand deliver to:	ATTN:	DHH SFP Award Appeals Workforce Services Division, MIC 50 Employment Development Department 722 Capitol Mall, Room 5099 Sacramento, CA 95814

SECTION 9 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 Wagner-Peyser 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.

Grantees 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.

B. Record Keeping

Grantees 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 keeping system must include both original and summary (e.g., computer generated) data sources. Grantees will retain all records pertinent to this subgrant (contract) for a period of three years from the date of final payment on the subgrant.

C. Reporting

Grantees must have the capability to report expenditures and outcome data to the State, in a manner that is timely, thorough, and accurate. Grantees will be required to submit monthly expenditure reports. These monthly reports must be submitted by the 15th of the following month in which expenditures occurred. An original signed report and three (3) copies must be submitted each month. The reports must be mailed and cannot be faxed or electronically transmitted. Additionally, Grantees will be required to provide an end of project report upon closeout of the project. Expenditure reports and all correspondence related to expenditures or allocations should be addressed to:

Employment Development Department
Deaf and Hard of Hearing Program
Attention: Program Manager
800 Capitol Mall, MIC 50
Sacramento, CA 95814

All funds provided under this SFP are subject to revocation by the State in the event of failure to meet the performance criteria or reporting requirements as described in this SFP and the Grantee's subgrant agreement.

D. Performance

Each proposal must describe specific program goals and objectives to enable EDD and the Grantee to measure performance.

E. Closeout

Grantees must submit closeout reports 45 days after the end of the subgrant agreement. Closeout of the project occurs when the operational date of the project expires. The closeout report consists of the submission of a Closeout Status of Cash Report, Closeout Summary of Expenditures Report, and Final Participant Report.

An audit by an independent Certified Public Accountant is also required as part of the closeout. The cost of this audit may be considered in planning the budget for this project.

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, Title 22 and its associated federal regulations, including Title 29 of the Code of Federal Regulations (CFR), and OMB Circulars.

G. Evaluation

Evaluation of activities allows the State to determine the effectiveness of the Governor's 10 Percent funds in addressing the identified needs. As a result, the State may pursue an evaluation of the projects awarded through this SFP. In the event that an evaluation is implemented, the applicant will be required to participate in that evaluation by providing requested data and information. All award recipients are expected to document lessons learned, and effective and promising practices ascertained through this project.

APPENDICES

APPENDIX A
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 sub recipients must follow the federal allowable cost principles that apply to their type of organization. The Department of Labor (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 Wagner-Peyser 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 sub-recipients, local fiscal agent, and which are not related to the direct provision of Wagner-Peyser 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:

- Accounting, budgeting, financial and cash management functions;
- Procurement and purchasing functions;
- Property management functions;
- Personnel management functions;
- Payroll functions;
- Coordinating the resolution of findings arising from audits, reviews, investigations and incident reports;
- Audit functions;
- General legal services functions; and
- Developing systems and procedures, including information systems, required for these administrative functions.

C. Performing oversight and monitoring responsibilities related to Wagner-Peyser administrative functions.

D. 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.

E. Travel costs incurred for official business in carrying out administrative activities or the overall management of the Wagner-Peyser systems.

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

G. Awards to sub-recipients or vendors that are solely for the performance of administrative functions are classified as administrative costs.

H. Personnel and related non-personnel costs of staff that 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.

I. 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.

J. Except as provided at paragraph (1), all costs incurred for functions and activities of sub-recipients and vendors are program costs.

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

- Tracking of performance information
- Information relating to supportive services and unemployment insurance claims for program participants

L. 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 B
General Provisions and Standards of Conduct

A. Compliance

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

1. The provisions of the Wagner-Peyser Act and all regulations, legislation, directives, policies, procedures, and amendments issued pursuant thereto.
2. All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement Wagner-Peyser Act.
3. Grantee will ensure diligence in managing programs under this subgrant agreement. ***Grantee agrees to conform to the provisions of the Wagner-Peyser Act 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 Grantor and the Grantee. Grantee represents and warrants it is free to enter into and fully perform this subgrant agreement.

B. Certification/Assurances

Except as otherwise indicated, the following certifications apply to all Grantee's:

1. Corporate Registration: The Grantee, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.
2. The Grantee 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.)
3. Sectarian Activities: The Grantee 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.
4. National Labor Relations Board: The Grantee (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 Grantee within the immediately preceding two-year period because of Grantee's failure to comply with an order of a federal court, which orders the Grantee to comply with an order of the National Labor Relations Board (PCC10296).
5. Prior Findings: The Grantee, 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.

6. The Grantee agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
7. The Grantee agrees to comply with the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
8. The Grantee agrees to comply with Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
9. Drug-Free Workplace Certification: By signing this subgrant agreement the Grantee hereby certifies under penalty of perjury under the laws of the State of California that the Grantee 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:

   (a) 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.

   (b) Establish a Drug-Free Awareness Program as required to inform employees about:

      1. The dangers of drug abuse in the workplace.
      2. The person's or organization's policy of maintaining a drug-free workplace.
      3. Any available counseling, rehabilitation, employee assistance programs.
      4. Penalties that may be imposed upon employees for drug abuse violations.

   (c) Every employee who works on this subgrant agreement will:

      1. Receive a copy of the company’s drug-free policy statement.
      2. Agree to abide by the terms of the company’s statement as a condition of employment on the subgrant/contract.

10. Child Support Compliance Act: In accordance with the Child Support Compliance Act, the Grantee recognizes and acknowledges:

    (a) 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).

11. Debarment and Suspension Certification: By signing this subgrant agreement, the Grantee hereby certifies under penalty of perjury under the laws of the State

of California that the Grantee 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:

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

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

(c) 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.

(d) 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 Grantee is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

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

(a) 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.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, 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.

(c) 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 sub recipients shall certify and disclose accordingly.

(d) 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.

13. Priority Hiring Considerations:

    If this subgrant includes services in excess of $200,000, the Grantee 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 Section 10353.

14. Sweat Free Code of Conduct:

    (a) All Grantees 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 Grantee further declares under penalty of perjury that they adhere to the Sweat Free Code of Conduct as set forth on the California Department of Industrial Relations Web site located at www.dir.ca.gov, and Public Contract Code Section 6108.

    (b) The Grantee agrees to cooperate fully in providing reasonable access to the Grantees' 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 Grantees' compliance with the requirements under paragraph a of the Sweat free Code of Conduct.

15. 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.

16. Nondiscrimination Clause

    a) 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:

        1. During the performance of this subgrant agreement, Grantee and Subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition

(cancer), age (over 40), marital status, pregnancy disability and denial of family care leave. Grantees and Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 g-f, et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, and Section 7285. et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990(a-f), set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this subgrant agreement or its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2. This Grantee shall include the nondiscrimination and compliance provisions of this clause in all Subcontracts to perform work under the subgrant agreement.

3. This Grantee agrees to conform to nondiscrimination provisions of the Wagner-Peyser Act and other federal nondiscrimination requirements referenced in 29 CFR, Part 37.

17. Indemnification:

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

b) The following provision applies only if the Grantee is a non-governmental entity: The Grantee agrees to the extent permitted by law, to indemnify, defend and save harmless the Grantor, 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 Grantee 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 Grantee 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.

C. <u>Standards of Conduct</u>

The following standards apply to all Grantees:

1) General Assurance: Every reasonable course of action will be taken by the Grantee 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. Grantee agrees to conform to the nondiscrimination requirements as referenced in the Wagner-Peyser Act.

2) Avoidance of Conflict of Economic Interest: An executive or employee of the Grantee, 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 Grantee or Grantor: 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.

D. Coordination

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

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

E. Subcontracting

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

2) The Grantee 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.

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

F. Insurance

Except for city and county governmental entities, Grantees must provide the Grantor 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.

1) The Grantee 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.

2) The Grantee 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 Grantee or its agents in performance of this subgrant agreement, or, in the event that the Grantee 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, Grantee will secure and maintain on file from all such employees, trainees or agents a self-certification of automobile insurance coverage.

3) Grantee will provide Worker's Compensation Insurance, which complies with provisions of the California Labor Code, covering all employees of the Grantee 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.

4) The Grantor 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:

   (a) 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 Grantee to:

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

   (b) 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.

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

G. 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.

H. 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.

1) 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 Grantor, and no longer available to the Grantee.
2) The Grantor 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 Grantee is given prompt notice and the opportunity for an informal review of the Grantor'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 Grantee or a Subcontractor of the Grantee to comply with the provisions of this subgrant agreement, or with the Wagner-Peyser Act. or regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.

I. Accounting and Cash Management

1) Grantee will comply with controls, record keeping and fund accounting procedure requirements of the Wagner-Peyser Act., federal and state regulations and directives to ensure the proper disbursal of, and accounting for, program funds paid to the Grantee and disbursed by the Grantee, under this subgrant agreement.
2) Grantee 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.
3) The Grantor retains the authority to adjust specific amounts of cash requested if the Grantor's records and subsequent verification with the Grantee indicate that the Grantee has an excessive amount of cash in its account.
4) Income (including interest income) generated as a result of the receipt of Wagner-Peyser Act activities, will be utilized in accordance with policy and procedures established by the Grantor Grantee will account for any such generated income separately.

5) Grantee shall not be required to maintain a separate bank account but shall separately account for Wagner-Peyser Act funds on deposit. All funding under this subgrant agreement, will be made by check or wire transfer payable to the Grantee for deposit in Grantee 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 Grantee. The Grantor will have a lien upon any balance of Wagner-Peyser Act funds in these accounts, which will take priority over all other liens or claims.

J. Amendments

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

1) There is an increase or decrease in federal or state funding levels.
2) A modification to the subgrant is required in order to implement an adjustment to a Grantee's plan.
3) Funds awarded to the Grantee have not been expended in accordance with the schedule included in the approved Grantee's plan. After consultation with the Grantee, the Grantor 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 Grantor.
4) There is a change in state and federal law or regulation requiring a change in the provisions of this subgrant agreement.
5) An amendment is required to change the Grantees' 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.

K. Reporting

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

L. Termination

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

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

2) Termination for Cause - The Grantor may terminate this subgrant agreement in whole or in part when it has determined that the Grantee has substantially violated a specific provision of the Wagner-Peyser Act regulations or implementing state legislation and corrective action has not been taken.

3) 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 Grantee will be addressed to:

Grantee Name: _____
Attention: _____
Address: _____
City, State, Zip: _____

Notices to the Grantor will be addressed to:

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

M. Records

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

2) Grantee 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 Grantee will retain the records until the resolution of such litigation or audit.

3) The Grantor 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 Grantee 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 Grantee 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. Grantee's performance under the terms and conditions herein specified will be subject to an evaluation by the Grantor of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

N. Audits

1) The Grantee 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)
2) The Grantee and/or auditors performing monitoring or audits of the Grantee or its sub-contracting service providers will immediately report to the Grantor any incidents of fraud, abuse or other criminal activity in relation to this subgrant agreement, the Wagner-Peyser Act, or its regulations.

Disallowed Costs

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

O. Conflicts

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

P. Grievances and Complaint System

Grantee will establish and maintain a grievance and complaint procedure in compliance with the Wagner-Peyser Act, federal regulations and state statues, regulations and policy.

Q. Property

All property, whether finished or unfinished documents, data, studies and reports prepared or purchased by the Grantee under this subgrant agreement, will be disposed of in accordance with the direction of the Grantor. In addition, any tools and/or equipment furnished to the Grantee by the Grantor and/or purchased by the Grantee 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 Grantor. Upon termination of this subgrant

agreement, Grantee will immediately return such tools and/or equipment to the Grantor or dispose of them in accordance with the direction of the Grantor.

R. <u>Intellectual Property Provisions</u>

1) Federal Funding

(a) In any subgrant funded in whole or in part by the federal government, Grantor 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.

2) Ownership

(a) Except where Grantor has agreed in a signed writing to accept a license, Grantor 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 Grantee or Grantor and which result directly or indirectly from this subgrant agreement.

(b) 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 Grantor, 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.

1. 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.

(c) In the performance of this subgrant agreement, Grantee 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, Grantee may access and utilize certain of Grantor's intellectual property in existence prior to the effective date of this subgrant agreement. Except as otherwise set forth herein, Grantee shall not use any of Grantor's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of Grantor. Except as otherwise set forth herein, neither the Grantee nor Grantor shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this subgrant agreement, Grantee accesses any third-party Intellectual Property that is licensed to Grantor, Grantee agrees to abide by all license and confidentiality restrictions applicable to Grantor in the third-party's license agreement.

(d) The Grantee agrees to cooperate with Grantor in establishing or maintaining Grantor's exclusive rights in the Intellectual Property, and in assuring Grantor's sole rights against third parties with respect to the Intellectual Property. If the Grantee enters into any agreements or subcontracts with other parties in order to perform this subgrant agreement, Grantee shall require the terms of the agreement(s) to include all Intellectual Property provisions of Sub-Section S a) through 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, Grantee or Subgrantor and which result directly or indirectly from this subgrant agreement or any subcontract.

(e) Pursuant to Sub-Section S (2) (c) of the Intellectual Property Provisions in Exhibit BB to this subgrant agreement, the requirement for the Grantee to include all Intellectual Property Provisions of Sub-Section S a) through 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.

(f) The Grantee 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.

3) Retained Rights/License Rights

(a) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Grantee or Grantor and which result directly or indirectly from this subgrant agreement, Grantee 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. Grantee hereby grants to Grantor, 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 Grantee'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 Grantee assigns all rights, title and interest in the Intellectual Property as set forth herein.

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

4) Copyright

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

(b) 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 Grantee or Grantor and which result directly or indirectly from this subgrant agreement may not be reproduced or disseminated without prior written permission from Grantor.

5) Patent Rights

With respect to inventions made by Grantee in the performance of this subgrant agreement, which did not result from research and development specifically included in the Grant's scope of work, Grantee hereby grants to Grantor a license 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 Grantee agrees to assign to Grantor, without addition compensation, all its right, title and interest in and to such inventions and to assist Grantor in securing United States and foreign patents with respect thereto.

6) Third-Party Intellectual Property

Except as provided herein, Grantee agrees that its performance of this subgrant agreement shall not be dependent upon or include any Intellectual Property of Grantee or third party without first:

(a) Obtaining Grantor's prior written approval.

(b) Granting to or obtaining for Grantor's, without additional compensation, a license, for any of Grantee'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 Grantor determines that the Intellectual Property should be included in or is required for Grantee's performance of this subgrant agreement, Grantee shall obtain a license under terms acceptable to Grantor.

7) Warranties

(a) Grantee represents and warrants that:

1. It has secured and will secure all rights and licenses necessary for its performance of this subgrant agreement.
2. Neither Grantee'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 Grantee or Grantor 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 Grantee.
3. Neither Grantee'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.
4. 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.
5. 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.
6. 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 Grantor in this subgrant agreement.
7. 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.

8. 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 Grantee's performance of this subgrant agreement.

(b) Grantor 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.

8) Intellectual Property Indemnity

(a) Grantee shall indemnify, defend and hold harmless Grantor 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 Grantee 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 Grantee pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of Grantor'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 Grantee or Grantor 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. Grantor reserves the right to participate in and/or control, at Grantee's expense, any such infringement action brought against Grantor.

(b) Should any Intellectual Property licensed by the Grantee to Grantor under this subgrant agreement become the subject of an Intellectual Property infringement claim, Grantee will exercise its authority reasonably and in good faith to preserve Grantor's right to use the licensed Intellectual Property in accordance with this subgrant agreement at no expense to Grantor. Grantor shall have the right to monitor and appear through its own counsel (at Grantee's expense) in any such claim or action. In the defense or settlement of the claim, Grantee may obtain the right for Grantor 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, Grantor 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.

(c) The Grantee agrees that damages alone would be inadequate to compensate Grantor for breach of any term of these Intellectual Property provisions by Grantee. Grantee acknowledges Grantor would suffer irreparable harm in the event of such breach and agrees Grantor 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.

9) Survival

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

S. Confidentiality Requirements

The State of California and the Grantee 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 Grantor and Grantee agree that:

(1) 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.

(2) Each party shall provide written instructions to all of its employees with access to information provided by the other party of the confidential nature of the information and of the penalties for unauthorized use or disclosure 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.

(3) 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.

(4) 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.

(5) If the Grantor or Grantee enters into an agreement with a third party to provide Wagner-Peyser Act services, the Grantor or Grantee 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.

T. Additional Confidentiality Requirements

Additional requirements for subcontractor providing resume-distribution services to One-Stop clients:

(1) The Grantee 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]. Grantee 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:

(a) 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 Grantee, 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 Grantee 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).)

(b) 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.

(c) 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℠, the subcontractor's resume-distribution services, or any other services subcontractor offers to the client or the One-Stop Operator.

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

(e) When the Grantor modifies State automated systems such as the State CalJOBS℠ System, it shall provide reasonable notice of such changes to the Grantee. The Grantee shall be responsible to communicate such changes to the One-Stop Operator(s) in the local area.

(2) 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 GRANTEE

Grantee Name: _____
Attention/Title: _____
Address: _____
City, State, Zip: _____
Telephone: _____
FAX: _____

FOR THE GRANTOR

Name: Art O'Neal
Title: Deputy Chief
Workforce Services Division
Address: P.O. Box 826880, MIC 50
Sacramento, CA 94280-0001
Telephone: 916-654-9699
Fax: (916) 657-0055

U. Signatures

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

APPENDIX C
Confidentiality Requirements

PROTECTION OF CONFIDENTIALITY

Information maintained by EDD is classified confidential or sensitive. Confidential information is information that identifies an individual or an employing unit. Sensitive information may be financial or operational information that requires the maintenance of its integrity and assurance of its accuracy and completeness. Confidential and sensitive information are not open to the public and require special precautions to protect it from loss and unauthorized use, disclosure, modification, or destruction. The confidential information obtained under this Agreement remains the property of EDD. Subgrantee, agrees to the following security and confidentiality requirements:

ADMINISTRATIVE SAFEGUARDS

a. Adopt policies and procedures to ensure that information obtained from EDD is used solely as provided for in this Agreement.
b. Warrant by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, EDD shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability.
c. Warrant and certify that in the performance of this Agreement Subgrantee will comply with all applicable statutes, rules, and/or regulations. Agree to indemnify the EDD against any loss, cost, damage or liability resulting from Subgrantee violations of this provision. Including but not limited to confidentiality requirements outlined in the California Unemployment Insurance Code, §1094 and the California Civil Code §1798 et. seq.
d. Protect EDD's information against unauthorized access, at all times, in all forms of media. The information obtained under this Agreement will be used exclusively under provisions set forth in this Agreement and provided by the California Unemployment Insurance Code.
e. Keep all EDD confidential information completely confidential. Make this information available to authorized staff on a "need-to-know" basis and only for the purposes authorized under this Agreement. "Need to know" refers to those authorized employees who need information to perform their official duties in connection with the uses of the information authorized by this Agreement.
f. Notify the EDD immediately upon discovery that there may have been a breach in security which has or may have resulted in compromise to the confidential information. For purposes of this section, immediately is defined within 24 hours of discovery. The Notification must describe the incident in detail and identify responsible staff (name, title and contact information).
g. Assign security and confidentiality responsibilities for EDD's information to the assigned staff. Immediately notify EDD in writing of any designee changes.

USAGE, DUPLICATION, AND REDISCLOSURE SAFEGUARDS

a. Use the confidential information only for purposes specifically authorized under this Agreement. Pursuant to California Unemployment Insurance Code §1094(b), use of EDD's confidential information as evidence in any legal court proceeding, for taxation, or enforcement purposes is prohibited. Pursuant to California Unemployment Insurance Code, §1095(t), use of EDD's confidential information by private collection agencies is strictly prohibited.

b. Use and/or extraction of the EDD information for any purpose outside the purposes stated in this Agreement is strictly prohibited. The information obtained under this Agreement shall not be reproduced, published, sold or released in original or any other form. Making paper or electronic copies of the information provided by EDD is limited to uses within the HA office specifically related to the purposes of this Agreement.

c. Disclosures of any individually identifiable EDD information to any person outside the subgrantee's own staff is strictly prohibited. Except as authorized or required by law, SUBGRANTEE shall not reveal or divulge to any person or entity any of the confidential information provided by EDD during the term of this Agreement.

PHYSICAL SAFEGUARDS

a. Store EDD information in a place physically secure from access by unauthorized persons. Information in electronic format, such as magnetic tapes or discs, shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal or other means.

b. Secure and maintain any computer systems (hardware and software applications) that will be used in the performance of this Agreement. This includes ensuring that all security patches, upgrades, and anti-virus updates are applied as appropriate to secure data that may used, transmitted or stored on such systems in the performance of this Agreement.

c. Avoid saving EDD's data to a shared computer hard drive or any other shared information system. If the data is saved to a local server it must be encrypted, and should be stored in a separate directory from other data maintained by Subgrantee. Access to this directory must be restricted to authorized staff assigned to work with the EDD data. If recorded on magnetic media with other data, it should be protected as if it were in its entirety EDD data. However, such commingling of data resources should be avoided, if practicable.

d. At no time will EDD confidential data be placed on an individual desktop or laptop or storage media of any kind unless the data is fully encrypted.

e. Maintain a record of authorized users and authorization level of access granted to EDD's data, based on job function.

f. Direct all personnel permitted to use EDD's data to avoid leaving the data displayed on their computer screens where unauthorized users may view it. Users should retrieve computer printouts as soon as they are generated so that the EDD data is not left unattended in printers where unauthorized users may access them.

g. Destroy all individually identifiable EDD information when its use ends utilizing an approved method of confidential destruction, which includes electronic deletion (following Department of Defense specifications) shredding, burning, or certified or witnessed destruction.

MANAGEMENT SAFEGUARDS

a. Instruct all employees with access to the information furnished by EDD regarding the:

   - Confidential nature of the information, and of
   - Sanctions against unauthorized use or disclosures found in the California Penal Code, §502, California Unemployment Insurance Code, §1094 and §2111, and the California Civil Code, §1798.53.

b. Obtain a signed EDD Confidentiality Agreement and Indemnity Agreement from each employee assigned to work with EDD' confidential information data, attesting to being made aware of the confidential nature of the information and of the penalties for unauthorized use or disclosure thereof.

c. Require completion of Confidentiality and Indemnity Agreements of all new personnel assigned to work with the information provided by EDD during the term of this Agreement.

d. Make copies of the completed forms available to EDD staff on request and during on-site reviews. The completed Confidentiality and Indemnity Agreements are hereby made a part of this Agreement.

e. Permit EDD to make on-site inspections to ensure that the terms of this Agreement are being met.

APPENDIX D
Deaf and Hard of Hearing Workforce Services Sites

Sacramento/Roseville

Roseville Workforce Services
115 Ascot Drive, Ste. #180
Roseville, CA 95661

Sacramento Workforce Services
2901 50th Street
Sacramento, CA 95817

Santa Ana/Anaheim

Santa Ana Work Center
1000 E. Santa Ana Blvd., Suite 220
Santa Ana, CA 92701

Anaheim Workforce Services Office
2450 E. Lincoln Ave, Suite 200
Anaheim, CA 92886

Los Angeles

Los Angeles Workforce Services
(Crenshaw)
5401 S. Crenshaw Blvd.
Los Angeles, CA 90043-2407

NSFV WorkSource Center
11623 Glen Oaks Blvd.
Pacoima, CA 91331

West Covina Workforce Services
933 S. Glendale Avenue
West Covina, CA 91790-4296

Norwalk SELA/EDD Career Center
12715 S. Pioneer Blvd.
Norwalk, CA 90650-2888

San Diego/Oceanside

San Diego South Metro Career Center
4389 Imperial Avenue
San Diego, CA 92114-4213

North County Coastal Career Center
1949 Avenida Del Oro, Suite 106
Oceanside, CA 92056

Riverside/Rancho Cucamonga

Workforce Development Center- Riverside
1325 Spruce Street, Suite 110
Riverside, CA 92507

Rancho Cucamonga Employment
Resource Center
9650 Ninth Street, Suite A
Rancho Cucamonga, CA 91730

San Francisco

San Francisco Workforce Services
Career Link- Civic Center
801 Turk Street
San Francisco, CA 94102

Tri-Cities One Stop Career Center
39155 Liberty Street, Suite B-200
Fremont, CA 94538-1521

Campbell Employment Services
2450 S. Bascom Avenue
Campbell, CA 95011-5003

Oakland Career Center
1212 Broadway Suite #100
Oakland, CA 94612

APPENDIX E
Definitions

Enrollments: Clients enrolled into the program.

Placements: The hiring by a public or private employer of a Deaf and Hard of Hearing enrolled client referred by the Grantee's staff for a job, providing the Grantee had completed all of the following steps:

- Prepared a job order prior to referral, except in the case of a job development contact on behalf of a specific applicant; **and**
- Made prior arrangements with the employer for the referral of an individual or individuals, **and**
- Referred an individual who has not been specifically designated by the employer, except for referrals on agricultural job orders for a specific crew leader or worker; **and**
- Verified from a reliable source, preferably the employer, that the individual had entered a job; **and**
- Appropriately recorded the placement in EDD's automated system.

  The placement may be for the specific job to which the applicant was referred or for a different job with the same employer.

Full-time Placement: A minimum of 32 hours in any five-day workweek.

Part-time Placement: Twenty to thirty-one hours in any five-day workweek.

Temporary Placement: A job, which the employer expects to last from 4 to 150 days.

Job Retention 30 Days: Employed for a period of thirty calendar days in a full-time, part-time or temporary job.

Obtained Employment: A reporting term used to describe the entry of a job seeker into full-time or part-time employment resulting from an activity listed below:

- The individual obtains full or part-time employment (not self-employment) within 90 calendar days after one of the following:
- Participation in a long or short Job Search Training Workshop
- Participation in a Job Finding Club
- Completion of an Employability Development Plan
- Receipt of bonding assistance
- Successful completion of federal, state, or local training programs
- Participation in a Résumé Preparation Workshop
- Receipt of specific Labor Market Information
- Participation in an Initial Assistance Workshop (IAW)

Interpreting Services (Employment Related): Interpreting for activities such as employer interviews, orientation or client follow-up, or other employment related activity outside of the Workforce Services site(s) setting.

Interpreting Services (Other): Interpreting for activities such as Unemployment Insurance purposes (e.g., filing a new claim, an additional claim, re-opening an established claim), other counter functions or providing services for One-Stop Partners.

Desk Counseling: One-on-one interview with a client to identify and address a work habit, attitude, or other impediment to the client's employability.

Job Development Contact: Contacting (either in person by telephone or through a mail inquiry) an employer for the purpose of securing a job opening or job interview for a specific client.

Job Search Workshop Training: Workshop which addresses, but not be limited to: orientation to work, current labor market information, job search techniques, resume preparation, interviewing skills, appropriate dress and personal hygiene.

Deaf Awareness Presentations: Presentations to employers, schools, community groups and others on behalf of increasing awareness of the deaf and hard of hearing, particularly in the field of employment.