Napa County Agreement No. 8417

WIOA SUBGRANT AGREEMENT

SUBGRANT NO: K698374
MODIFICATION NO: New
SUBGRANTEE CODE: NAP

NAP - 071688188

NAPA COUNTY

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

SUBGRANTEE: NAPA COUNTY
650 IMPERIAL WAY
NAPA, CA 94559

GOVERNMENTAL ENTITY: Yes

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

Funding Detail Chart
General Provisions
Youth Formula Rd 1

ALLOCATION(s) The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter 'TOTAL'	PRIOR AMOUNT: INCREASE/DECREASE: TOTAL:	$0.00 $485,714.00 $485,714.00
TERM OF AGREEMENT From:4/1/2015 To: 6/30/2017		Terms of Exhibits are as designated on each exhibit

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

APPROVED FOR SUBGRANTOR(EDD)(By Signature)	APPROVED FOR SUBGRANTEE (By Signature) Diane Dillon
Name and Title JOSÉ LUIS MÁRQUEZ CHIEF WORKFORCE SERVICES DIVISION	Name and Title Diane Dillon, Chair of the Board of Supervisors
I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein	This agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal. Atty. Gen 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance
Signature of EDD Accounting Officer	Signature of EDD Contract Officer

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

APPROVED AS TO FORM
Napa County Counsel
By: Susan B Ellis
Date: 8-10-15
Doc Title: cc/d/WIB/Agmts/2015 WIBSubgrant

ATTEST:
Clerk of the Board of Supervisors
By: Gladys I. Coil

APPROVED 9/15/15
BOARD OF SUPERVISORS
COUNTY OF NAPA
GLADYS I. COIL
CLERK OF THE BOARD
BY Lucy Myers Deputy

SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

SUBGRANT NO: K698374
MODIFICATION NO: New

NAPA COUNTY

I. Allocation

Funding Source	Prior Amount	Increase	Decrease	Adjusted Allocation
WIA/WIOA Formula				
9610▶ 301 Youth Formula Rd 1 04/01/2015 to 06/30/2017 Prog/Element 61/00 Ref 101 Fed Catlg 17.259	$0.00	$485,714.00	$0.00	$485,714.00
Total WIA/WIOA Formula	$0.00	$485,714.00	$0.00	$485,714.00
Grand Total:	$0.00	$485,714.00	$0.00	$485,714.00

NARRATIVE

SUBGRANT NO:K698374
MODIFICATION NO: 0

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

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

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

PROGRAM NARRATIVE

The purpose of this action is to initiate this Local Workforce Development Area's (LWDA) new Program Year (PY) 2015-16 Workforce Innovation and Opportunity Act (WIOA) Title I subgrant agreement and to incorporate WIOA Youth formula funding into Grant Code (GC) 301. The amount in GC 301 represents this LWDA's entire youth formula allocation for PY 2015-16. The term date for these funds is April 1, 2015 to June 30, 2017. The LWDA will operate the WIOA program in accordance with the approved Workforce Innovation and Opportunity Plan on file in the Central Office Workforce Services Division of the Employment Development Department, P.O. Box 826882, MIC 50, Sacramento, CA 92480-0001.

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

WIOA (2015)

WIOA SUBGRANT AGREEMENT

1. Compliance
In performance of this subgrant agreement, Subgrantee will fully comply with:
a). The provisions of the Workforce Innovation and Opportunity Act (WIOA), the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule at 2 Code of Federal Regulations (CFR) Chapter I and Chapter II, Part 200, et al (here after referred to as Uniform Guidance 2 CFR Part 200) and the Department of Labor's (DOL) exceptions at 2 CFR Chapter II, Part 2900, et al. (here after referred to as DOL Exceptions 2 CFR Part 2900) and all regulations, legislation, directives, policies, procedures and amendments issued pursuant thereto.
b). All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement the WIOA.
c). The provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to DOL job training programs.
d). Subgrantee will ensure diligence in managing programs under this subgrant agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of the WIOA. Subgrantee agrees to conform to the provisions of the WIOA and the contract requirements as referenced in Uniform Guidance 2 CFR Part 200, Appendix II, and DOL Exceptions 2 CFR Part 2900, Appendix II to Part 200.
This subgrant agreement contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise and any other agreement between the parties hereto. This subgrant agreement is not intended to and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the "pass-through" entity and the Subgrantee.
Subgrantee represents and warrants it is free to enter into and fully perform this subgrant agreement.
2. Certification / Assurances
Except as otherwise indicated, the following certifications apply to all Subgrantee's.
a). Corporate Registration: The Subgrantee, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.
b). The Subgrantee agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which, prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA. (42 U.S.C.12101 et seq).
c). Sectarian Activities: The Subgrantee certifies that this subgrant agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
d). National Labor Relations Board: The Subgrantee (if not a public entity), by signing this subgrant agreement, does swear under penalty of perjury, that no more than one final unappeasable finding of contempt of court by a federal court has been issued against the Subgrantee within the immediately preceding two-year period because of Subgrantee's failure to comply with an order of a federal court, which orders the Subgrantee to comply with an order of the National Labor Relations Board (PCC10296).
e). Prior Findings: Subgrantee, by signing this subgrant agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous subgrant agreement with the DOL or the State of California and has not failed
to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.

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

(1). Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
(2). Establish a Drug-Free Awareness Program as required to inform employees about:
- the dangers of drug abuse in the workplace;
- the person's or organization's policy of maintaining a drug-free workplace;
- any available counseling, rehabilitation and employee assistance programs; and,
- penalties that may be imposed upon employees for drug abuse violations.

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

g). Child Support Compliance Act: In accordance with the Child Support Compliance Act, the Subgrantee recognizes and acknowledges:
(1). The importance of child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8

(commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and that to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the
New Employee Registry maintained by the California Employment Development Department (EDD).
h). Debarment and Suspension Certification: By signing this subgrant agreement, the Subgrantee hereby certifies under penalty of perjury under the laws of the State of California that the Subgrantee will comply with regulations implementing Executive Order 12549, Debarment and Suspension, Uniform Guidance 2 CFR Part 200, Appendix I that the prospective participant (i.e., grantee), to the best of its knowledge and belief, that it and its principals:
(1). Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
(2). Have not within a three-year period preceding this subgrant agreement been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
(3). Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Section 2 of this certification.
(4). Have not within a three-year period preceding this subgrant agreement had one or more public transactions (federal, state or local) terminated for cause of default.
Where the Subgrantee is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.
i). Lobbying Restrictions: By signing this subgrant agreement the Subgrantee hereby assures and certifies to the lobbying restrictions which are codified in the DOL regulations at Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR 2900.
(1). No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
(2). If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this subgrant agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
(3). The undersigned shall require that the language of the lobbying restrictions be included in the award documents for subgrant agreement transactions over $100,000 (per OMB) at all tiers (including subgrant agreements, contracts and subcontracts, under grants, loan, or cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
(4). This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying
Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.
j). Priority Hiring Considerations:
If this subgrant includes services in excess of $200,000, the Subgrantee shall give priority consideration in filling vacancies in positions funded by the subgrant to qualified recipients of aid under Welfare and Institutions Section Code 11200 in accordance with Public Contract Code § 10353.
k). Sweatfree Code of Conduct:
(1). All Subgrantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Subgrantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
(2). The Subgrantee agrees to cooperate fully in providing reasonable access to the subgrantees' records, documents, agents or employees, or premises if reasonably required by authorized officials of the "pass-through" entity, the Department of Industrial Relations, or the Department of Justice to determine the subgrantees' compliance with the requirements under paragraph a of the Sweatfree Code of Conduct.
l). Unenforceable Provision:
In the event that any provision of this subgrant agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this subgrant agreement have force and effect and shall not be affected hereby.
m). Nondiscrimination Clause:
(1). The conduct of the parties to this subgrant agreement will be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated there under and the provisions of WIOA, Section 188.
(a). As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:
Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I - financially

assisted program or activity;
Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;
Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
The grant applicant also assures that it will comply with Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements that grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.
(b). This Subgrantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the subgrant agreement.
(c). This Subgrantee agrees to conform to nondiscrimination provisions of the WIOA and other federal nondiscrimination requirements as referenced in WIOA Sec. 188.
n). Indemnification:
(1). The following provision applies only if the Subgrantee is a governmental entity:
Pursuant to the provision of Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.
(2). The following provision applies only if the Subgrantee is a non-governmental entity:
The Subgrantee agrees to the extent permitted by law, to indemnify, defend and save harmless the "pass-through" entity, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materials persons, laborers and any other persons, firms or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by the Subgrantee in the performance of this subgrant agreement.
Failure to comply with all requirements of the certifications in Section 2 may result in suspension of payment under this subgrant agreement or termination of this subgrant agreement or both, and the Subgrantee may be ineligible for award of future state subgrant agreements/contracts if the department determines that any of the following has occurred: (1) false information on the certifications, or (2) violation of the terms of the certifications by failing to carry out the requirements as noted above.
o). Salary and Bonus Limitations: In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006, shall be used by a recipient or 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 Uniform Guidance 2 CFR Part 200 and the DOL Exceptions 2 CFR Part 2900. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the States, the compensation levels for programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter number 5-06 for further clarification.
The incurrence of costs and receiving reimbursement for these costs under this award certifies that your organization has read the above special condition and is in compliance.
p). Federal Funding Accountability and Transparency Act (FFATA): As required by the FFATA, recipients of federal awards are required to report sub-award and executive compensation information. By signing this subgrant agreement the Subgrantee hereby assures and certifies to comply with the provisions of FFATA, which includes requirements referenced in Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900.
q). AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
3. Standards of Conduct
The following standards apply to all Subgrantees:
a). General Assurance: Every reasonable course of action will be taken by the Subgrantee in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This subgrant agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. The Subgrantee agrees to conform to the nondiscrimination requirements as referenced in WIOA, Section 188.
b). Avoidance of Conflict of Economic Interest: An executive or employee of the Subgrantee, an elected official in the area or a member of the Local Board, will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by the Subgrantee or "pass-through" entity: Supplies, materials, equipment or services purchased with subgrant agreement funds will be used solely for purposes allowed under this subgrant agreement. No member of the Local Board will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.
4. Coordination
Subgrantee will, to the maximum extent feasible, coordinate all programs and activities supported under this part with other programs under the WIOA, including the Wagner-Peyser Act, Title 38 of the United States Code, and other employment and training programs at the state and local level.
Subgrantee will consult with the appropriate labor organizations and/or employer representatives in the design, operation or modification of the programs under this subgrant agreement.

5. Subcontracting
a). Any of the work or services specified in this subgrant agreement which will be performed by other than by the Subgrantee will be evidenced by a written agreement specifying the terms and conditions of such performance.
b). The Subgrantee will maintain and adhere to an appropriate system, consistent with federal, state and local law, for the award and monitoring of contracts which contain acceptable standards for insuring accountability.
c). The system for awarding contracts will contain safeguards to insure that the Subgrantee does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.
6. Insurance
Except for city and county governmental entities, Subgrantees must provide the "pass-through" entity evidence of the coverage specified in a, b, c and d below. The evidence of coverage shall include the registration number of the subgrant agreement for identification purposes.
a). Subgrantee will obtain a fidelity bond in an amount of not less than _____,
prior to the receipt of funds under this subgrant agreement. If the bond is canceled or reduced, Subgrantee will immediately so notify the "pass-through" entity. In the event the bond is canceled or revised, the "pass-through" entity will make no further disbursements until it is assured that adequate coverage has been obtained.
b). Subgrantee will provide general liability insurance with a combined limit of $1,000,000 or public liability and property damage coverage with a combined limit of not less than $1,000,000.
c). Subgrantee will provide broad form automobile liability coverage with limits as set forth in (b) above, which applies to both owned/leased and non-owned automobiles used by the Subgrantee or its agents in performance of this subgrant agreement, or, in the event that the Subgrantee will not utilize owned/leased automobiles but intends to require employees, trainees or other agents to utilize their own automobiles in performance of this subgrant agreement, Subgrantee will secure and maintain on file from all such employees, trainees or agents a self-certification of automobile insurance coverage.
d). Subgrantee will provide Worker's Compensation Insurance, which complies with provisions of the California Labor Code, covering all employees of the Subgrantee and all participants enrolled in work experience programs. Medical and Accident Insurance will be carried for those participants not qualifying as "employee" (Section 3350, et seq. of the California Labor Code) for Worker's Compensation.
e). The "pass-through" entity will be named as "Certificate Holder" of policies secured in compliance with paragraphs a-d above and will be provided certificates of insurance or insurance company "binders" prior to any disbursement of funds under this subgrant agreement, verifying the insurance requirements have been complied with. The coverage noted in b and c above must contain the following clauses:
(1). Insurance coverage will not be canceled or changed unless 30 days prior to the effective date of cancellation or change written notice is sent by the Subgrantee to:

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

(2). State of California, its officers, agents, employees and servants are included as additional insured, but only insofar as the operations under this subgrant agreement are concerned.
(3). The State of California is not responsible for payment of premiums or assessments on this policy.
7. Resolution
A county, city, district or other local public body must provide the state with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of this subgrant agreement. Preferably resolutions should authorize a designated position rather than a named individual.
8. Funding
It is mutually understood between the parties that this subgrant agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the subgrant agreement was executed after that determination was made.

This subgrant agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate state fiscal years covered by this subgrant agreement for the purposes of this program and; (2) sufficient funds available to the state by the United States Government for the fiscal years covered by this subgrant agreement for the purposes of this program. In addition, this subgrant agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any 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 "pass-through" Entity, and no longer available to the Subgrantee.
b). The "pass-through" entity retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing the Subgrantee is given prompt notice and the opportunity for an informal review of the "pass-through" entity's decision. The Chief Deputy Director or his designee will perform this informal review and will issue the final administrative decision within 60 Days of receiving the written request for review. Failure on the part of the Subgrantee or a Subcontractor of the Subgrantee to comply with the provisions of this subgrant agreement, or with the WIOA or regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.
c). The local Chief Elected Official (CEO) of a unit of general local government designated as a Local Workforce Development Area (LWDA) shall be liable to the EDD for all funds not expended in accordance with WIOA, and shall return to the EDD all of those funds. If there is more than one unit of general local government in a LWDA, the CEO(s) will be the individual(s) designated under an agreement executed by the CEO(s) of the local units of government. The CEO(s) designated under the agreement shall be

liable to the EDD for all funds not expended in accordance with the WIOA, and shall return to the EDD all of those funds.
9. Accounting and Cash Management
a). Subgrantee will comply with controls, record keeping and fund accounting procedure requirements of WIOA, federal and state regulations and directives to ensure the proper 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 "pass-through" entity. Failure to adhere to these provisions may result in suspending cash draw down privileges and providing funds through a reimbursement process.

c). The "pass-through" entity retains the authority to adjust specific amounts of cash requested if the "pass-through" entity 's records and subsequent verification with the Subgrantee indicate that the Subgrantee has an excessive amount of cash in its account.
d). Income (including interest income) generated as a result of the receipt of WIOA activities, will be utilized in accordance with policy and procedures established by the "pass-through" entity. Subgrantee will account for any such generated income separately.
e). Subgrantee shall not be required to maintain a separate bank account but shall separately account for WIOA funds on deposit. All funding under this subgrant agreement, will be made by check or wire transfer payable to the Subgrantee for deposit in Subgrantee's bank account or city and county governmental bank accounts. To provide for the necessary and proper internal controls, funds should be withdrawn and disbursed by no less than two representatives of the Subgrantee. The "pass-through" entity will have a lien upon any balance of WIOA funds in these accounts, which will take priority over all other liens or claims.
10. Amendments
This subgrant agreement may be unilaterally modified by the "pass-through" entity under the following circumstances:
a). There is an increase or decrease in federal or state funding levels.
b). A modification to the Subgrant is required in order to implement an adjustment to a Subgrantee's plan.
c). Funds awarded to the Subgrantee have not been expended in accordance with the schedule included in the approved Subgrantee's plan. After consultation with the Subgrantee, the "pass-through" entity has determined that funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a manner consistent with state and federal law, regulations and policies, reverting to the "pass-through" entity.
d). There is a change in state and federal law or regulation requiring a change in the provisions of this subgrant agreement.
e).An amendment is required to change the Subgrantees' name as listed on this subgrant agreement. Upon receipt of legal documentation of the name change the state will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
Except as provided above, this subgrant agreement may be amended only in writing by the mutual agreement of both parties.
11. Reporting
Subgrantee will compile and submit reports of activities, expenditures, status of cash and closeout information by the specified dates as prescribed by the "pass-through" entity. All expenditure reports must be submitted upon the accrual basis of accounting. Failure to adhere to the reporting requirements of this agreement will result in funds not being released.
12. Termination
This subgrant agreement may be terminated in whole or in part for either of the two following circumstances:
a). Termination for Convenience - Either the "pass-through" entity or the Subgrantee may request a termination, in whole or in part, for convenience. The Subgrantee will give a ninety (90) calendar-day advance notice in writing to the "pass-through" entity. The "pass-through" entity will give a ninety (90) calendar-day advance notice in writing to the Subgrantee.
b). Termination for Cause - The "pass-through" entity may terminate this subgrant agreement in whole or in part when it has determined that the Subgrantee has substantially violated a specific provision of the WIOA regulations, the Uniform Guidance or implementing state legislation and corrective action has not been taken.
(1). All notices of termination must be in writing and be delivered personally or by deposit in the U. S. Mail, postage prepaid, "Certified Mail-Return Receipt Requested", and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U. S. Postal Service.

Notices to the Subgrantee will be addressed to:

Lynn, Perez
Director / Administrator
NAPA COUNTY
650 IMPERIAL WAY
NAPA, CA 94559

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

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

13. Records

a). If participants are served under this subgrant agreement, the Subgrantee will establish a participant data system as prescribed by the "pass-through" entity.
b). Subgrantee will retain all records pertinent to this subgrant agreement for a period of three years from the date of final payment of this subgrant agreement. If, at the end of three years, there is litigation or an audit involving those records, the Subgrantee will retain the records until the resolution of such litigation or audit. Refer to Uniform Guidance, Subpart D, Part 200.333-200.337.
c). The "pass-through" entity and/or the DOL, or their designee (refer to Uniform Guidance, Subpart F, Part 200.500-200.521)will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this subgrant agreement. For purposes of this section, "access to" means that the Subgrantee shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this agreement. The Subgrantee shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the subgrant. Subgrantee's performance under the terms and conditions herein specified will be subject to an evaluation by the "pass-through" entity of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

14. Audits

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

15. Disallowed Costs

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

16. Conflicts

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

17. Grievances and Complaint System

Subgrantee will establish and maintain a grievance and complaint procedure in compliance with the WIOA, the Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, federal regulations and state 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 "pass-through" entity. In addition, any tools and/or equipment furnished to the Subgrantee by the "pass-through" entity and/or purchased by the Subgrantee with funds pursuant to this subgrant agreement will be limited to use within the activities outlined in this subgrant agreement and will remain the property of the United States Government and/or the "pass-through" entity. Upon termination of this subgrant agreement, Subgrantee will immediately return such tools and/or equipment to the "pass-through" entity or dispose of them in accordance with the direction of the "pass-through" entity.

19. Intellectual Property Provisions

a).Federal Funding

In any subgrant funded in whole or in part by the federal government, "pass-through" entity may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the subgrant, except as provided in 37 CFR Part 401.14. However, pursuant to Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900 the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

b).Ownership

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

(a). For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other

materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.
(3).In the performance of this subgrant agreement, Subgrantee may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this subgrant agreement. In addition, under this subgrant agreement, Subgrantee may access and utilize certain of "pass-through" entity's intellectual property in existence prior to the effective date of this subgrant agreement. Except as otherwise set forth herein, Subgrantee shall not use any of "pass-through" entity's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of "pass-through" entity. Except as otherwise set forth herein, neither the Subgrantee nor "pass-through" entity shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this subgrant agreement, Subgrantee accesses any third-party Intellectual Property that is licensed to "pass-through" entity, Subgrantee agrees to abide by all license and confidentiality restrictions applicable to "pass-through" entity in the third-party's license agreement.
(4).Subgrantee agrees to cooperate with "pass-through" entity in establishing or maintaining "pass-through" entity's exclusive rights in the Intellectual Property, and in assuring "pass-through" entity's sole rights against third parties with respect to the Intellectual Property. If the Subgrantee enters into any agreements or subcontracts with other parties in order to perform this subgrant agreement, Subgrantee shall require the terms of the agreement(s) to include all Intellectual Property provisions of paragraph nineteen a) through nineteen i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to "pass-through" entity all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, subgrantee or "pass-through" entity and which result directly or indirectly from this subgrant agreement or any subcontract.
(5). Pursuant to paragraph nineteen (b) (4) of the Intellectual Property Provisions in Exhibit BB to this subgrant agreement, the requirement for the Subgrantee to include all Intellectual Property Provisions of paragraph nineteen a) through nineteen i) of the Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to subgrant agreements or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 663.700-730.
(6).Subgrantee further agrees to assist and cooperate with "pass-through" entity in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce "pass-through" entity's Intellectual Property rights and interests.
c). Retained Rights / License Rights
(1). Except for Intellectual Proper"passProper "pass-through" entity ty made, conceived, derived from, or reduced to practice by Subgrantee or "pass-through" entity and which result directly or indirectly from this subgrant agreement, Subgrantee shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this subgrant agreement. Subgrantee hereby grants to "pass-through" entity, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Subgrantee's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this subgrant, unless Subgrantee assigns all rights, title and interest in the Intellectual Property as set forth herein.
(2). Nothing in this provision shall restrict, limit, or otherwise prevent Subgrantee from using any ideas, concepts, know-how, methodology or techniques related to its performance under this subgrant agreement, provided that Subgrantee's user
does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of "pass-through" entity or third party, or result in a breach or default of any provisions of paragraph nineteen a) through nineteen i) or result in a breach of any provisions of law relating to confidentiality.
d). Copyright
(1) Subgrantee agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph nineteen (b) (2) (a) of authorship made by or on behalf of Subgrantee in connection with Subgrantee's performance of this subgrant agreement shall be deemed "works made for hire." Subgrantee further agrees that the work of each person utilized by Subgrantee in connection with the performance of this subgrant agreement will be a "work made for hire," whether that person is an employee of Subgrantee or that person has entered into an agreement with Subgrantee to perform the work. Subgrantee shall enter into a written agreement with any such person that: (i) all work performed for Subgrantee shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to "pass-through" entity to any work product made, conceived, derived from or reduced to practice by Subgrantee or "pass-through" entity and which result directly or indirectly from this subgrant agreement. Refer to Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900.

(2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this subgrant agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or "pass-through" entity and which result directly or indirectly from this subgrant agreement may not be reproduced or disseminated without prior written permission from "pass-through" entity.
e). Patent Rights
With respect to inventions (refer to Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900, made by Subgrantee in the performance of this subgrant agreement, which did not result from research and development specifically included in the Subgrant's scope of work, Subgrantee hereby grants to "pass-through" entity a license as described under paragraph nineteen c) for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the subgrant agreement's scope of work, then Subgrantee agrees to assign to "pass-through" entity, without addition compensation, all its right, title and interest in and to such inventions and to assist "pass-through" entity in securing United States and foreign patents with respect thereto.

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

g). Warranties
(1). Subgrantee represents and warrants that:
(a). It has secured and will secure all rights and licenses necessary for its performance of this subgrant agreement.
(b). Neither Subgrantee's performance of this subgrant agreement, nor the exercise by either Party of the rights granted in this subgrant agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or "pass-through" entity and which result directly or indirectly from this subgrant agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by Subgrantee.
(c). Neither Subgrantees performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
(d). It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors.
(e). Of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.
(f). It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to "pass-through" entity in this subgrant agreement.
(g). It has appropriate systems and controls in place to ensure that state and federal funds will not be used in the performance of this subgrant agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
(h). It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Subgrantees performance of this subgrant agreement.
(2). "PASS-THROUGH" ENTITY MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS SUBGRANT AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE NOW EXISTING OR SUBSEQUENTLY ISSUED.
h). Intellectual Property Indemnity
(1). Subgrantee shall indemnify, defend and hold harmless "pass-through" entity and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or, defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not Subgrantee is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Subgrantee pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of "pass-through" entity's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or "pass-through" entity and which result directly or indirectly from this subgrant agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this subgrant agreement. "pass-through" entity reserves the right to participate in and/or control, at Subgrantee's expense, any such infringement action brought against "pass-through" entity.
(2). Should any Intellectual Property licensed by the Subgrantee to "pass-through" entity under this subgrant agreement become the subject of an Intellectual Property infringement claim, Subgrantee will exercise its authority reasonably and in good faith to preserve "pass-through" entity's right to use the licensed Intellectual Property in accordance with this subgrant agreement at no expense to "pass-through" entity. "pass-through" entity shall have the right to monitor and appear through its own counsel (at Subgrantee's expense) in any such claim or action. In the defense or settlement of the claim, Subgrantee may obtain the right for "pass-through" entity to continue using the licensed Intellectual Property or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, "pass-through" entity may be entitled to a refund of all monies paid under this subgrant agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
(3). Subgrantee agrees that damages alone would be inadequate to compensate "pass-through" entity for breach of any term of these Intellectual Property provisions of paragraph nineteen a) through nineteen i) by Subgrantee. Subgrantee acknowledges "pass-through" entity would suffer irreparable harm in the event of such breach and agrees "pass-through" entity shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

i). Survival
The provisions set forth herein shall survive any termination or expiration of this subgrant agreement or any project schedule.
20. Confidentiality Requirements
The State of California and the Subgrantee will exchange various kinds of information pursuant to this subgrant agreement. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the EDD, the California Department of Social Services, the California Department of Education, the California Department of Corrections and Rehabilitation, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs.
The "pass-through" entity and Subgrantee agree that:
a). Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
b). Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
c). The Subgrantee agrees that information obtained under this subgrant agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this agreement.
(1) Aggregate Summaries: All reports and/or publications developed by the Subgrantee based on data obtained under this agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
(2) Publication: Prior to publication, Subgrantee shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
(3) Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
d). Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.
e). The Subgrantee shall notify "pass-through" entity's Information Security Office of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (916) 654-6231. Information Security Incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets.
The Subgrantee shall cooperate with the "pass-through" entity in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied.
If the Subgrantee learns of a breach in the security of the system which contains confidential data obtained under this Subgrant, then the Subgrantee must provide notification to individuals pursuant to Civil Code Section 1798.82.
f). The Subgrantee shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Subgrant. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
g). At no time will confidential data obtained pursuant to this agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
h). Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in Section 1798.55 of the Civil Code, Section 502 of the Penal Code, Section 2111 of the Unemployment Insurance Code, Section 10850 of the Welfare and Institutions Code and other applicable local, state and federal laws.
i). Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
j). Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
k). If the "pass-through" entity or Subgrantee enters into an agreement with a third party to provide WIOA services, the "pass-through" entity or Subgrantee agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.
l). The Subgrantee may, in its operation of the America's Job Center of California (AJCC), permit an AJCC Operator to enter into a subcontract to manage confidential information. This subcontract may allow an individual to register for resume-distribution services at the same time the individual enrolls in CalJOBS. Subgrantee shall ensure that all such subcontracts comply with the intellectual property requirements of paragraph 19 of this Subgrant, the confidentiality requirements of paragraph 20 of this Subgrant and any other terms of this Subgrant that may be applicable. In addition, the following

requirements must be included in the subcontracts:
(1). All client information submitted over the internet to the subcontractor's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Clients' social security numbers must be stored in a separate database within the subcontractor's network of servers, and protected by a firewall and a secondary database server firewall or AES1 data encryption. If a subcontractor receives client social security numbers or other confidential information in the course of business, for example a resume-distribution service that provides enrollment in CalJOBS, social security numbers must be destroyed within two days after the client registers for CalJOBS. If a subcontractor obtains confidential information as an agent of the subgrantee, the subcontract must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. In accordance with Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900, social security numbers and other client specific information shall not be retained for more than three years after a client completes services. The subgrantee should extend this period, only if any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three-year retention period. In this case the records should be maintained until completion of the action and resolution of all issues arising from it, or until the close of the three-year retention period, whichever is later. Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900.
(2). Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the subcontractor's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the subcontract.
(3). An AJCC client must still be given the option to use the AJCC's services, including CalJOBS, even if he or she chooses not to use any services of the subcontractor. This option shall be prominently, clearly and immediately communicated to the client upon registration within the AJCC or for CalJOBS, the subcontractor's resume-distribution services, or any other services subcontractor offers to the client or the AJCC Operator.
(4). The subcontractor must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services the subcontractor offers. The subcontractor shall not use a client's personal and/or demographic information without the client's prior permission. A link to the subcontractor's Privacy Policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.
(5). When the "pass-through" entity modifies State automated systems such as the State CalJOBS System, it shall provide reasonable notice of such changes to the Subgrantee. The Subgrantee shall be responsible to communicate such changes to the AJCC Operator(s) in the local area.

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

FOR THE "PASS-THROUGH" ENTITY

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

FOR THE SUBGRANTEE

Name:
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.

Subgrantee Checklist

_____-Subgrantee Code

WIA ☐ W-P☐ Other☐

*Failure to complete **all** steps on this checklist will **delay** implementation of contract and **distribution of grant funds**.* Fill out all documents indicated by a check mark (or "X"). All forms must be completed to ensure the Financial Management Unit (FMU) has the most updated documents on file. Check off items in the boxes on the right as each task is completed.

ALL forms MUST be completed with current information.

EDD Check-off ↓		Subgrantee Check-off ↓
	1. Subgrant Agreement: Complete the following two sections of Exhibit BB - Sect 12.b.(1) & Sect 20.m.	
☒	Information must be added before signing - add contact information to Exhibit BB **Section 12.b. (1)** "*Notices to the Subgrantee will be addressed to:*" and to **Section 20.m.** "*For the Subgrantee.*"	☐
	2. Subgrant Agreement: Obtaining signatures	
☒	Once contact information is placed in Exhibit BB, make six (6) copies of the whole agreement. Obtain an original signature from the person authorized to sign on behalf of the organization on each of the seven (7) documents. Stamped or electronic signatures will not be accepted. All **seven *originally* and *individually* signed** documents and other required forms must be mailed to the FMU address below. FMU will return a fully executed copy.	☐
	3. Attachments: Attachments **MUST** be completed with data entered in each field ("N/A" is not acceptable)	
☒	Subgrantee Information Change Form (Type 1, 2, and 3). [Included] (See * below) **If changes are needed.**	☐
☒	Subgrantee Employer Identification Number (EIN) form and Data Universal Numbering System (DUNS) form. [included]	☐
☒	Signatory Authority – a **Current copy of** resolution authorizing signatory authority (it is recommended that a position be designated rather than a person named, i.e. "Executive Director," rather than "Jane Williams.").	☐
	4. CalJOBS^{SM} and Banking Information: (send CalJOBS^{SM} form to Cash Control Unit)	
☒	CalJOBS^{SM} User Registration Form (URF) [included]	☐
☐	Cash Invoice [included]	☐

Mailing: Send **all seven originally signed and completed agreements** and the other enclosed forms to:

Financial Management Unit:	Attention: Contracts Analyst Financial Management Unit, MIC 69 Workforce Services Division Employment Development Department P.O. Box 826880 Sacramento, CA 94280-0001	For Overnight Mail:	Attention: Contracts Analyst Financial Management Unit, MIC 69 Employment Development Department 722 Capitol Mall, Room 3099 Sacramento, CA 95814
CalJOBS^{SM} & Banking document:	WIA/WIOA Desk Cash Control Unit Fiscal Programs Division MIC 70 Employment Development Department P.O. Box 826217 Sacramento, CA 94230-6217		

* An instructional directive (WSD13-15) for the information change notice is available in the EDD website at www.edd.ca.gov/Jobs_and_Training/ under "Workforce Partners." Click on "Policy and Guidance" then "Directives" and "Active Directives." Information Change Forms are in the directive and are retrievable in MS Word Format so the information can be typed. If you have any questions, please call Viviana Neet at (916) 653-9150 in FMU.

Subgrantee Checklist – Section 3. Attachments

The Employment Development Department (EDD) will no longer be requiring the Current Subgrantee Information Form.

Note: The change forms below (Type 1, 2, and 3) are only required if changes have occurred.

Per directive (WSD13-15):

- **Type 1 Changes** must be signed by the appropriate Chief Elected Official, Chief Administrator, or Chief Executive Officer representing the organization. These changes will only be accepted in hard copy by U.S. mail.
- **Type 2 ~~and 3~~ Changes** can be mailed (see Subgrantee Checklist for address) or e-mailed to WSBOrganizationalChangeForms@edd.ca.gov.

Type 3 Changes please email to: WSBType3Forms@edd.ca.gov

Subgrantee Information Change Form – Type 1

LWIA ☐ Non-LWIA ☐

Entity Name	Entity Site Address
Entity Mailing Address	**Main Public Phone**

Entity Director/Administrator

Salutation	First	MI	Last	Title
Address				
Phone	Fax		E-Mail Address	

Entity Director/Administrator Alternate

Salutation	First	MI	Last	Title
Address				
Phone	Fax		E-Mail Address	

LWIA Only:

Local Workforce Investment Board Chair

Salutation	First	MI	Last	Title
Board Name				
Address				
Phone	Fax		E-Mail Address	

Chief Elected Official

Salutation	First	MI	Last	Title
Organization Name				
Address				
Phone	Fax		E-Mail Address	

Please check applicable entity type:

Government Entity ☐
State Agency ☐
Private Entity ☐

Printed Name Title

Signature Date

Subgrantee Information Change Form – Type 2

LWIA ☐ Non-LWIA ☐

Entity Name

Entity Web Site Address

Management Information System Administrator				
Salutation	First	MI	Last	Title
Address				
Phone	Fax	E-Mail Address		

Management Information System Alternate				
Salutation	First	MI	Last	Title
Address				
Phone	Fax	E-Mail Address		

Fiscal Administrator				
Salutation	First	MI	Last	Title
Address				
Phone	Fax	E-Mail Address		

Fiscal Administrator Alternate				
Salutation	First	MI	Last	Title
Address				
Phone	Fax	E-Mail Address		

LWIA Only: Rapid Response Coordinator				
Salutation	First	MI	Last	Title
Address				
Phone	Fax	E-Mail Address		

Printed Name Title

Signature Date

America's Job Center of California℠
Change Form – Type 3

I. Please enter current information prior to any changes

Today's Date: _____

Effective Date of Change: _____

County Location: _____

AJCC Name: _____

Street Address: _____

City: _____

Zip Code: _____

Applicable Local Area: _____

II.

ITEM NO.	Action Codes A	C	D	New Information (type or print)	
1	☐	☐	☐	Name, Physical Address, City, State, And Zip	
2	☐	☐	☐	Mailing Address (if different)	
3	☐	☐	☐	County	
4	☐	☐	☐	Public Phone	
5	☐	☐	☐	Public Fax	
6	☐	☐	☐	TTY Number	
7	☐	☐	☐	Hours	
8	☐	☐	☐	Service Level	
9	☐	☐	☐	Website Address	
10 (not for publication)	☐	☐	☐	Office/Site Manager	
	☐	☐	☐	Email Address	
	☐	☐	☐	Phone Number	

Key: A= Add, C= Change, D= Delete

III.

Approval

_____ _____ _____

Contact Name (if different from item 10 above) Phone: Email

_____ _____

Office Manager/Administrator (print name and title) Signature Date

SUBGRANTEE TAX IDENTIFICATION
&
DATA UNIVERSAL NUMBERING SYSTEM (DUNS)

INFORMATION FORM

To be completed for each subgrantee.

Return to:

Attention: *Contracts Analyst*
Financial Management Unit
Workforce Services Division
P.O. Box 826880, MIC 69
Sacramento, CA 94280-0001

Subgrantee Name NAPA County

Subgrantee Address 2261 Elm Street
NAPA CA 94559

Subgrantee CalJOBS^{SM} Code (3 letters) A40

Employer Identification Number (EIN)/Federal Tax Identification Number
(Refer to www.irs.gov)

_____

Data Universal Numbering System (DUNS)
(Refer to WSD12-11)

_____

Person to contact regarding this form _____

Phone Number (___) _____ Date _____

CalJOBS℠
USER REGISTRATION FORM

Send completed form to:
Employment Development Department
Fiscal Programs Division, MIC 70
Cash Control Unit
P. O. Box 826217
Sacramento, CA 94230-6217

Fax: (916) 654-7537
Phone: (916) 654-7868

As an alternative to mailing, send a PDF of the signed form to:

CalJOBSCashHelpDesk@edd.ca.gov

DATE: _____

CONTACT INFORMATION

Organization name: _____

Subgrantee code (3 characters): A40

Contact name: _____ Phone: _____

Mailing address: _____

_____

_____

Circle or bold the programs for which this office has grants:	WIA	Wagner-Peyser	Other

USER REGISTRATION

1. Enter an **Action Code** in the first column to designate the action you want to make.
   A = Add a new user. The user's signature is required.
   C = Change the status of an existing user. The user's signature is required.
   D = Delete a user. No signature is required.

2. Enter a **User Type Code** to describe the permissions you are giving the user.
   A = User can make cash requests and enter expenditure data.
   C = User can make cash requests only, cannot enter expenditure data.
   E = User can enter expenditure data only, cannot make cash requests.

1. ACTION CODE A / C / D	2. USER TYPE CODE A / C / E	NAME	SIGNATURE	PHONE	EMAIL

CalJOBS℠
USER REGISTRATION FORM

CASH DELIVERY INSTRUCTIONS:

Complete this section of the form to provide new or updated cash delivery instructions for EDD. Complete this section only if you need to change your delivery option or your bank account information.

Use an X in the box to the left to indicate your choices below:

	No banking changes from the previously submitted User Registration Form
	Please mail checks to the address provided on Page 1 of this form. (U.S. Mail Delivery)
	Please contact this office by phone when checks are issued. A staff member will pick up the check at 722 Capitol Mall, Sacramento. (Direct Pick-Up)
	Please transfer cash directly to our bank account, using the information provided below. (Inter-branch and Wire Transfers)

Bank Name:
Bank Telephone:
Bank Account Name:
Account Number:
ABA Routing Number:

Verify the ABA Routing Number with your financial institution

For EDD use only	Notes:
Wire Transfer Code:	
Date:	

SIGNATURE

The person signing below is designated to represent the organization and has authority to make changes to the subgrantee information provided in this form. The signature authorizes the Employment Development Department to make changes to its records as described above.

Printed Name: _____ Date: _____

Signature: _____ Email: _____