WORKFORCE ACCELERATOR FUND 2.0

Request for Applications

April 2015

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Section 1 Overview

A. Introduction

The California Workforce Investment Board (State Board) and the Employment Development Department (EDD) are pleased to announce the availability of up to $3 million in Workforce Investment Act (WIA) funds to design, develop, and implement projects that accelerate employment and re-employment strategies for California job seekers. The State Board and EDD will fund projects and partnerships to create and prototype innovative strategies that bridge education and workforce gaps for targeted populations, and implementation of promising models and practices in workforce system service delivery infrastructure.

California’s Strategic Workforce Development Plan 2013-2017 - “Shared Strategy for a Shared Prosperity” (Strategic Plan) prioritizes regional coordination among key partners, sector-based employment strategies, skill attainment through earn and learn and other effective training models (including, but not limited to apprenticeship), and development of career pathways. The State Board is interested in funding applications that further advance the goals of its Strategic Plan and build workforce system infrastructure and capacity through:

- **Collaboration** among partners in the development of service delivery strategies and alignment of resources to better connect disadvantaged and disconnected job seekers to employment.
- **Innovation** that creates new or adapts existing approaches or accelerates application of promising practices in workforce development and skill attainment.
- **System change** that uses these sub-grants to incentivize adoption of proven strategies and innovations that are sustained beyond the grant period.

Through this RFA, the State Board and EDD will provide resources through the Workforce Accelerator Fund (WAF) 2.0, which represents a new model of funding innovation and alignment in the workforce system. The initial Workforce Accelerator Fund (WAF 1.0) was announced in April 2014, and resulted in grants to 18 innovative projects. WAF 2.0 will build upon these successes, and solicit new strategies for Californian’s with barriers to employment. As with SlingShot, our goal is to fund “ground up” solutions to some of the most vexing challenges that are keeping Californians with barriers to employment from achieving success in jobs and careers. We anticipate that the solutions achieved through this Fund can be used by regions grappling with similar challenges, and will be shared with the SlingShot coalitions and other stakeholders to create lasting change and improvements in the workforce system.

B. Project Goals and Objectives

Despite our state’s overall prosperity, too many Californians are in danger of being left behind, not
making ends meet, and unable to create a middle class life for themselves and their families. These individuals include:

- **Long-Term Unemployed** – A significant number of California workers have been out of work for more than six months and are struggling to find new jobs.

- **Returning Veterans** – Too many veterans, after performing essential services with great skill, are challenged in finding civilian jobs that capitalize on the skills they’ve developed.

- **Individuals with Disabilities** – The labor force participation rate for Californians with disabilities is only 19% - lower than it was before passage of the Americans with Disabilities Act.

- **Low-Income Workers** – Thousands of Californians are trapped in poverty, often cycling through low wage, dead-end jobs and lacking the education, skills, and financial supports, needed to move into sustained, higher wage jobs.

- **CalWORKs Participants** – The Workforce Innovation and Opportunity Act and California State budget prioritize services to skill-up and place public assistance recipients in jobs that support their families.

- **Disconnected Youth** – Many young people 16-24 are disconnected, neither in-school nor working, and are in danger of being left behind.

- **Ex-Offenders** – Realignment has increased the visibility of the need for robust job services for the parole and ex-offender population in California.

- **Parents Involved in Family Reunification systems** – The State is legal guardian to over 55,000 children in the foster care system and has prioritized reunifying children with their biological parents as quickly as possible. As parents stabilize many will need to engage in education and training to achieve self-sufficiency.

These are Californians who face substantial challenges in finding good jobs and supporting themselves and their families in an era with volatile, rapidly evolving labor markets. At the same time in regions across California, employers in key industry sectors are searching for qualified workers for occupations at all skill levels.

Traditional workforce and education strategies have had little impact in helping these workers to build relevant skills and connect to good jobs. Even promising strategies lack the speed, agility, or scale needed to accelerate employment for workers desperately in need of that help. We need to bring the creativity for which California is known to bear and create new strategies that achieve scalable impact with workers who face difficult employment prospects.

The State Board and EDD are investing Workforce Investment Act (WIA) Governors Discretionary resources through the Workforce Accelerator Fund, which will award grants to Project Teams that create and prototype innovative strategies to accelerate skill development, employment, and reemployment for one or more of the target populations listed above. Innovations that emerge from
the prototypes will then be scaled and replicated across the state, infusing new ideas into the “bloodstream” of workforce development.

Project Goals:

- Improve labor market and skills outcomes for the target groups through the development of strategies that fill gaps, accelerate processes, or customize services to ensure greater access to workforce services and employment opportunities.
- Create new models for service delivery and funding alignment that can be replicated across the State and tailored to regional needs.
- Implement, replicate, and/or scale successful innovations that emerged from Workforce Accelerator Fund 1.0 projects.
- Leverage State investment with commitments from industry, labor, public, and community partners.

The State Board and EDD will fund applications that seek to achieve the project goals outlined above by designing and developing innovations that have the potential to substantially increase the effectiveness, scale, and/or capacity of existing workforce system programs and funding streams that serve the target populations. Successful applications may create new tools, borrow methods from other disciplines, or apply models from other sectors or populations in order to achieve the desired outcomes. WAF 1.0 projects that demonstrated significant impact and potential for replication and/or integration can be implemented, replicated, and/or scaled with partners at both the State and regional levels to infuse innovations and system improvements into the workforce system infrastructure.

C. Project Design

The Workforce Accelerator Fund seeks solutions to specific challenges that inhibit career opportunity and employment success for the targeted populations and that improve access to the workforce development pipeline – education, training, support services, placement, retention, etc. The intent is not simply to create new programs or to expand existing ones. Successful applicants will demonstrate how their projects will direct existing resources and efforts in new, more efficient and effective ways. These efforts should not create or reinforce service delivery silos or funding silos, but rather should result in strategies that take a new or unique approach to addressing workforce pipeline gaps specific to these populations, that can be applied, replicated or scaled to create broader impact and system improvement.

Project Team: Successful applicants will design, develop, or prototype different tools, methods and strategies than those the workforce stakeholders are presently using. The intent is to use existing resources in new, more efficient, effective ways. As such, each applicant will be required to create a team of partners that offers unique skills and contributions to the project.
Applicants must identify each team member and describe the role of the Project Team and its members in project development, integration of new ways of doing business, and scaling and replication. Team members must include:

- **Experts** – Partners who have a deep knowledge of the workforce system, operational and administrative experience, and insight into implementation opportunities and challenges. These partners must include those with expertise and experience working in or with institutions that the project is directly impacting (e.g., community colleges, K-12 schools, America’s Job Centers of California, [formerly One-Stops], county social services/public assistance providers, and child welfare, etc.) as well as the parts of the workforce or skills development system who represent the “market” for replication, expansion, or integration of the project (e.g., state and local agencies, funders, service delivery providers, career technical education programs, etc.).

- **Innovators** – Partners who bring new perspective and expertise to the project, who have created solutions to challenging problems, and who have cross disciplinary experience. These individuals and organizations may not have workforce development experience per se, but have success in other fields that is instructive to change and innovation in workforce development.

- **Customers** – Partners who represent at least one of the potential “end-use customer(s)” of the project: job seekers or employers. Each project must include either a partner who is currently representing multiple job seekers from the targeted population (e.g., community organizations, advocacy groups, etc.) or multiple employers (e.g. industry associations, chambers of commerce, employer advisory groups), depending on the challenge being addressed and or aspect of the pipeline being targeted. These partners must be able to provide direct input from individual job seekers from the target groups, or employers who will be utilizing the services.

**The “Big Idea” gap or challenge to address:** Each project must identify a challenge or gap that if successfully addressed would significantly move the needle on employment for one or more of the targeted groups. This should address a challenge that the workforce system is facing in increasing opportunity, access, effectiveness, and/or scale in addressing the assessment, training, placement, or advancement of the targeted population(s). Some projects may be tailored to meet the needs of more than one group, or more than one aspect of the workforce pipeline. For example, projects may choose to focus on:

- Accelerating education, training or retraining of workers in the targeted populations
- Increasing use of existing or development of new industry-valued skills credentials (e.g., certificates, licenses, digital badges, stackable credentials, etc.)
- Accelerating implementation of Workforce Innovation and Opportunity Act “career services” by increasing the partners committed to integrating service delivery and/or developing strategies and tools to prepare targeted populations for training and job placement
- Accelerating recognition of existing skills, such as prior learning assessments, and/or utilizing competency-based models that focus on learning rather than on duration of training
- Expanding or creating “earn and learn” models (i.e., quality paid internships, formal apprenticeship or other work-based learning opportunities)
- Improving work-based learning infrastructure that supports employers and/or that increases access and opportunities for working learners
- Creating cross-system service alignment by bringing together systems and partners to provide support services (housing, mental health care, substance use counseling, etc.) to increase effectiveness of workforce services
- Creating more robust services by braiding multiple funding sources or utilizing new funding models to increase scale or funding diversity
- Increasing use of training and hiring incentives for targeted populations, including subsidized employment (e.g., leveraging CalWORKs, EDD’s UI Work Sharing, or other resources)
- Improving job matching and assessment strategies to accelerate employment/reemployment
- Improving employer recruitment and hiring strategies to benefit targeted groups
- Streamlining the use of virtual (e.g., via use of technology) with in-person strategies for job seekers and employers

D. Project Activities

The Strategic Plan prioritizes regional coordination among key partners, sector-based employment strategies, skill attainment through earn and learn and other effective training models (including but not limited to apprenticeship), and development of career pathways. In addition, the Strategic Plan emphasizes the coordination and alignment of resources and systems to better serve all California job seekers, including those with significant barriers to employment. This solicitation aims to increase workforce system capacity to serve job seekers in the targeted populations by addressing gaps or capitalizing on opportunities to bridge to priority services, training or education, and ultimately employment in targeted industry sectors.

New WAF Projects

Under this RFA, the State Board will fund new WAF projects that address gaps and increase efficiencies in:

- The service delivery pipeline of the workforce system
- The alignment of funding for the targeted populations

Applicants may address one or both of these gaps in their project, however goals for each should be
clearly defined and measurable during the life of the project. These goals may include incremental measures or “traction points” that reflect process, output, or deliverable benchmarks.

In order to address these gaps, applicants are encouraged to take an “R&D” approach, borrow strategies from other industries or sectors, and/or prototype new models. Projects may choose to utilize:

- Tools, models or resources that are already developed but not used in the public workforce system, with the targeted populations, or are not at scale
- Strategies, resources, and lessons from other disciplines, applied to the workforce system and target population(s)
- Brand new ideas that have the opportunity to be “game changers” for the workforce system and target groups

Projects may include design, development, testing, piloting, and/or implementation activities, to be determined by the scope and target of the project and the Project Team partners. All successful applicants will clearly articulate the process for development, documentation of process or product integration, and prospects for implementation at scale. For those projects engaging in direct service delivery, job seeker participants must meet WIA, and as appropriate, Workforce Innovation and Opportunity (WIOA) eligibility requirements. Participants are not required to be co-enrolled under this grant. Applicants may propose projects that are integrated into existing programs or service delivery infrastructure; however successful grants will show how their activities can be applied more broadly to create population, system, or regional impact.

**Existing WAF Projects**

Under this RFA, the State Board will also fund successful WAF 1.0 projects that are ready to move to implementation, replication, and/or scaling their innovations. Applicants must demonstrate their project’s current effectiveness, and the process for integrating their innovations into the workforce system. Projects may choose to:

- Pilot or implement successful models or prototypes with the original or new target population(s)
- Replicate and/or scale successful models by developing tools, structures, and/or processes to facilitate adoption through training, coaching, peer-to-peer exchange or other proposed methods
- Accelerate adoption of successful strategies by offsetting staff development, service delivery modification, data collection and measurement, program integration, or other costs associated with replication and/or scaling.
Projects may include direct service delivery, piloting, and/or implementation activities, or development of tools, systems, and strategies for replication and/or scaling. All successful applicants will clearly articulate the process for development, documentation of process, and impact measures. For those projects using WAF funds for service delivery, job seeker participants must meet WIA, and as appropriate, Workforce Innovation and Opportunity (WIOA) eligibility requirements and must be enrolled under this grant.

E. Funding

Funding under this RFA will be provided from WIA Governor’s Discretionary funds. Funding is available for projects that address the needs of the targeted populations outlined in this solicitation, and implementation, replication, and/or scaling of WAF 1.0 projects.

<table>
<thead>
<tr>
<th>Funding Category</th>
<th>NEW WAF Projects</th>
<th>Existing WAF Projects</th>
</tr>
</thead>
</table>
| Target Population(s) | ▪ Long-Term Unemployed  
▪ Returning Veterans  
▪ Individuals with Disabilities  
▪ Low-Income Workers  
▪ CalWORKs Participants  
▪ Disconnected Youth  
▪ Ex-Offenders  
▪ Parents Involved in Family Reunification systems  

*Applicants may propose projects that address more than one of these populations; however grantees must be able to document benefits specific to each proposed targeted population.* | ▪ Long-Term Unemployed  
▪ Low-Income Workers  
▪ CalWORKs Participants  
▪ Disconnected Youth  
▪ Parents Involved in Family Reunification systems  

*Applicants may propose projects that address more than one of these populations; however grantees must be able to document benefits specific to each proposed targeted population.* |

| Allowable Use of Funds† | WAF funds may be used for planning, design, development, piloting, and implementation activities. If services are provided directly to job-seeker customers during the course of the grant period, those services may be paid with this grant funding, however it is anticipated that WAF funds may be used for planning, piloting, and service delivery, as well as capacity building, staff development, and other activities associated with project implementation, replication and/or scaling. For those projects providing direct service delivery with these funds, job seeker participants must meet WIA and... |

† The use of funds awarded in this IFP is governed by the WIA and its associated federal regulations, State and federal directives, and federal Office of Management and Budget (OMB) Circulars. Appendices A and B of this RFA describe the general requirements pertaining to these funds. The WIA Governor’s Discretionary fund requirements are contained in WIA Directive W1ADD2-14, 15 Percent Project Requirements. Funds awarded under this IFP cannot be used to purchase real property or to construct buildings. A maximum of ten percent of the total project budget will be allowed for administrative costs. See Directive WSD12-03 Quarterly and Monthly Reporting Requirements for additional details.
The majority of services will be provided through other funding. Customers are not required to be co-enrolled under this grant. WIOA eligibility requirements, and must be enrolled under this grant.

<table>
<thead>
<tr>
<th>Amount Available</th>
<th>$2,000,000</th>
<th>$1,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Funding (Min-Max)</td>
<td>$50,000 - $150,000</td>
<td>$50,000 - $100,000</td>
</tr>
</tbody>
</table>

The State Board and EDD anticipate funding grants ranging from to $50,000 - $150,000 for projects of up to 12 months in duration. Successful applicants will demonstrate a dollar for dollar match of cash or in-kind support for their project activities. Note: The State Board and EDD reserve the option to extend grants up to an additional 12 months.

F. Eligible Applicants

New WAF Projects

Eligible applicants for this funding category include local Workforce Boards, labor organizations, K-12 education entities, community colleges, adult schools, county social service or child welfare agencies, community-based organizations, business-related non-profit organizations, and workforce intermediaries, any of which may serve as the lead applicant for the required Project Team. A for-profit private business or a for-profit consortium of businesses can be a partner on the Project Team but cannot be the lead applicant.

Existing WAF Projects

Eligible applicants for funding category include past or existing WAF grantees, or any named partner in those projects, with the exception of for-profit private business, for-profit consortium of businesses. These entities can be a partner on the Project Team for this solicitation, but cannot be the lead applicant.

Project Team

Strong partnerships are an essential element of success for this RFA. Applicants must demonstrate integration of activities of all partners in the Project Team, experience in collaborative efforts with diverse stakeholders, and grantees will be required to develop working relationships with both regional and State stakeholders. WAF 1.0 grantees applying in the “Existing WAF Projects” category should propose a Project Team that supports the implementation, replication, and/or scaling needs of the project, which may or may not include all members of the existing Project Team.

Learning Community

The State Board is committed to implementing continuous improvement, innovation, and system
change strategies. This RFA will develop a Learning Community of grantees, staff, partners, and other key system stakeholders. Project Teams will access peer and expert technical assistance, share successful program models, and coordinate performance and evaluation activities through the Learning Community.

G. Performance

Applicants are required to propose project performance targets and goals, and metrics and deliverables that fit with identified target populations. Specific project strategies and outcomes will be determined with each grantee.

H. Program Evaluation

Grantees will be required to submit reports on project progress and document outcomes, which will be made available to the State Board, EDD, and other stakeholders.

Section 2 Significant Dates

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE*</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFA Release</td>
<td>April 23, 2015</td>
</tr>
<tr>
<td>Application Workshop</td>
<td>To be Announced on the State Board Website</td>
</tr>
<tr>
<td>RFA Questions Due</td>
<td>May 8, 2015</td>
</tr>
<tr>
<td>RFA Answers Released</td>
<td>Weekly on the State Board Website</td>
</tr>
<tr>
<td>Applications Due (by 3:00 p.m.)</td>
<td>May 21, 2015</td>
</tr>
<tr>
<td>Award Announcement</td>
<td>June 8, 2015</td>
</tr>
</tbody>
</table>

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

Section 3 Proposal Submission Instructions

This RFA contains the requirements that applicants must meet in order to submit a responsive proposal. The RFA provides information regarding the format in which proposals must be submitted, the documents to be included, the requirements that must be met to be eligible for consideration, and the applicants’ responsibilities.

Application Deadline

The deadline for the receipt of applications is May 21, 2015 at 3 p.m. Pacific Time. Late
applications will not be accepted.

Application Delivery Method and Addresses

Applications must be submitted electronically in Portable Document Format (PDF) to:

EDDWSBGrants@edd.ca.gov

All applications must be submitted as a single PDF document (containing all required forms and documents) using the following naming convention:

WAF2.0_LeadApplicantOrganization_ProjectNameApplication

Questions

Questions regarding the instructions for this RFA may be sent to:

EDDWSBGrants@edd.ca.gov

Cumulative questions and answers will be posted to the State Board’s website on a weekly basis until the RFA is closed.

Section 4 Application Requirements, Award and Contracting Process

Required Application Content

All applications must adhere to the required format and, in order to be competitive, must include all of the requested information, completed forms, and attachments. Applications that do not adhere to these requirements will be determined non-responsive and will not be considered for funding.

Project narrative is limited to 2 pages, 1-inch margins, single-spaced, in a font no less than 12 point. Project Team description is limited to 2 pages, 1-inch margins, single-spaced, in a font no less than 12 point. Forms and cover page are not included in the page limits.

All applicants must submit the required forms and attachments. These include:

<table>
<thead>
<tr>
<th>DOCUMENT NAME/DESCRIPTION</th>
<th>FORM PROVIDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cover Page</td>
<td>YES</td>
</tr>
<tr>
<td>Project Narrative (See Project Proposal Tables)</td>
<td>NO</td>
</tr>
<tr>
<td>Project Team Description (See Project Proposal Tables)</td>
<td>NO</td>
</tr>
</tbody>
</table>
## Application Narrative, Evaluation and Recommendation for Funding

The application narrative for each project should address each of the sections outlined in the Project Proposal Tables. All applications must include the required forms and cover page. The scoring value of each section of this RFA is included in the Project Proposal Tables below.

### New WAF Project Proposal Table

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Points</th>
</tr>
</thead>
</table>
| **Project Narrative & Overview Matrix** 2 pages + Project Matrix | ▪ Describe the challenge your project is designed to solve – what you will “move the needle” on.  
▪ Define the gap the project will address, and the opportunity for improvement or change, and how this project uniquely addresses this “big idea.”  
▪ Provide an outline of the project, and the project strategies, outputs and outcomes *(what will the project do?)*, performance metrics *(how will success be measured?)*, and timeline.  
▪ Describe the development process and role of the Project Team, and how process or product integration will be documented.  
▪ Describe the opportunity for scaling, replication, or application of project successes and lessons.  
▪ Complete and attach the Project Overview Matrix. | 45 |
| **Project Team** 2 pages | ▪ Identify the individuals and organizations representing each of the Project Team roles *(Expert, Innovator, and Customers)* and their experience and successes in that capacity.  
▪ Describe the function or activities each will provide in the project, including role and commitment to integration, sharing, replication and/or scaling of successful outcomes.  
▪ List any in-kind match provided by the Team members. | 45 |
| **Budget** | ▪ *Project Budget (Forms 2 & 3).* Applicants must provide detailed budget information, including 1:1 in-kind or cash match. | 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 application. Applicants may be invited to an interview to discuss their proposed
projects prior to final funding determination by the State. Only those applications deemed to be meritorious and in the best interests of the State will be recommended for funding.

**Application Forms (Required)**

- Workforce Accelerator Fund 2.0 Cover Page
- Form 1: Project Overview Matrix (Previous or Existing Project)
- Form 1: Project Overview Matrix (New Project)
- Form 2: Budget Summary
- Form 3: Supplemental Budget
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 subrecipients must follow the federal allowable cost principles that apply to their type of organization. The DOL regulations at 29 CFR 95.27 and 29 CFR 97.22 identify the federal principles for determining allowable costs that must be followed.

Directive WIAD03-10 Allowable Costs also provides federal guidance regarding general cost principles and allowable costs.

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

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

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

(1) Performing the following overall general administrative functions and coordination of those functions under WIA Title I:
   (i) Accounting, budgeting, financial and cash management functions
   (ii) Procurement and purchasing functions
   (iii) Property management functions
   (iv) Personnel management functions
   (v) Payroll functions
   (vi) Coordinating the resolution of findings arising from audits, reviews, investigations and incident reports
   (vii) Audit functions
   (viii) General legal services functions
   (ix) Developing systems and procedures, including information systems, required for these administrative functions

(2) Performing oversight and monitoring responsibilities related to WIA administrative functions.
(3) Costs of goods and services required for administrative functions of the program, including goods and services such as rental or purchase of equipment, utilities, office supplies, postage, and rental and maintenance of office space.

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

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

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

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

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

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

(5) Costs of the following information systems including the purchase, systems development and operating (e.g., data entry) costs are charged to the program category:
   (i) Tracking or monitoring of participant and performance information
   (ii) Employment statistics information, including job listing information, job skills information, and demand occupation information
   (iii) Performance and program cost information on eligible providers of training services, youth activities, and appropriate education activities
   (iv) Local area performance information
   (v) Information relating to supportive services and unemployment insurance claims for program participants

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

1. Compliance
   In performance of this subgrant agreement, Subgrantee will fully comply with:
   
a). The provisions of the Workforce Investment Act (WIA), and as applicable the WIOA, and all regulations, legislation, directives, policies, procedures and amendments issued pursuant thereto.
   
b). All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement the WIA.
   
c). The provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to Department of Labor (DOL) job training programs
   
d). Subgrantee will ensure diligence in managing programs under this subgrant agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of the WIA. Subgrantee agrees to conform to the provisions of the WIA and the contract requirements as referenced in 29 CFR Part 95, Appendix A and 29 CFR, Part 97.36(i)(1-13).

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

2. Certification / Assurances
   Except as otherwise indicated, the following certifications apply to all Subgrantee’s.
   
a). Corporate Registration: The Subgrantee, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.
   
b). The Subgrantee agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which, prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA. (42 U.S.C.12101 et seq.)
   
c). Sectarian Activities: The Subgrantee certifies that this subgrant agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
   
d). National Labor Relations Board: The Subgrantee (if not a public entity), by signing this subgrant agreement, does swear under penalty of perjury, that no more than one final unappeasable finding of contempt of court by a federal court has been issued against the Subgrantee within the immediately preceding two-year period because of Subgrantee’s failure to comply with an order of a federal court, which orders the Subgrantee to comply with an order of the National Labor Relations Board.
(PCC10296).

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

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

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

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

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


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

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

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

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

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

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

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

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

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

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

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

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

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

j). Priority Hiring Considerations:

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

k). Sweatfree Code of Conduct:

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

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

l). Unenforceable Provision: In the event that any provision of this subgrant agreement is
unenforceable or held to be unenforceable, then the parties agree that all other provisions of this
subgrant agreement have force and effect and shall not be affected hereby.

m). Nondiscrimination Clause

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

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

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

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

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

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

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

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

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

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

n). Indemnification:

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

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

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

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

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

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

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

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

The following standards apply to all Subgrantees.

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

b). **Avoidance of Conflict of Economic Interest**: An executive or employee of the Subgrantee, an elected official in the area or a member of the Local Board, will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by the Subgrantee or Subgrantor: Supplies, materials, equipment or services purchased with subgrant agreement funds will be used solely for purposes allowed under this subgrant agreement. No member of the Local Board will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.

4. **Coordination**

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

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

5. **Subcontracting**

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

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

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

6. **Insurance**

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

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

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

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

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

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

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

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

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

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

7. Resolution

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

8. Funding

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

   This subgrant agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate state fiscal years covered by this subgrant agreement for the purposes of this program and; (2) sufficient funds available to the state by the United States Government for the fiscal years covered by this subgrant agreement for the purposes of this program. In addition, this subgrant agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this subgrant agreement in any manner.
a). At the expiration of the terms of this subgrant agreement or upon termination prior to the expiration of this subgrant agreement, funds not obligated for the purpose of this subgrant agreement will be immediately remitted to the Subgrantor, and no longer available to the Subgrantee.

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

c). The local Chief Elected Official (CEO) of a unit of general local government designated as a Local Workforce Investment Area (LWIA) shall be liable to the EDD for all funds not expended in accordance with WIA, and shall return to the EDD all of those funds. If there is more than one unit of general local government in a LWIA, the CEO(s) will be the individual(s) designated under an agreement executed by the CEO(s) of the local units of government. The CEO(s) designated under the agreement shall be liable to the EDD for all funds not expended in accordance with the WIA, and shall return to the EDD all of those funds.

9. Accounting and Cash Management

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

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

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

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

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

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

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

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

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

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

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

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

11. Reporting

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

12. Termination

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

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

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

1. All notices of termination must be in writing and be delivered personally or by deposit in the U. S. Mail, postage prepaid, "Certified Mail-Return Receipt Requested" , and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U. S. Postal Service.
Notices to the Subgrantee will be addressed to:

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<tr>
<th>Employment Development Department</th>
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<tbody>
<tr>
<td>Workforce Services Division</td>
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<tr>
<td>Financial Management Unit</td>
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P. O. Box 826880, MIC 69
Sacramento, CA 94280-0001

13. Records

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

b). Subgrantee will retain all records pertinent to this subgrant agreement for a period of three years from the date of final payment of this subgrant agreement. If, at the end of three years, there is litigation or an audit involving those records, the Subgrantee will retain the records until the resolution of such litigation or audit. Refer to 29 CFR, Part 97.42 (b) (2) or 29 CFR, Part 95.53 (b) (1).

c). The Subgrantor and/or the U. S. DOL, or their designee (refer to 29 CFR, Part 95.48 (d) or 29 CFR Part 97.36 (i) (10)) will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this subgrant agreement. For purposes of this section, “access to” means that the Subgrantee shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this agreement. The Subgrantee shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the subgrant. Subgrantee's performance under the terms and conditions herein specified will be subject to an evaluation by the Subgrantor of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

14. Audits

a). The Subgrantee will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. All governmental and non-profit organizations must follow the audit requirements (single audit
b). The Subgrantee and/or auditors performing monitoring or audits of the Subgrantee or its subcontracting service providers will immediately report to the Subgrantor any incidents of fraud, abuse or other criminal activity in relation to this subgrant agreement, the WIA, or its regulations.

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

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

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

17. Grievances and Complaint System
   Subgrantee will establish and maintain a grievance and complaint procedure in compliance with the WIA, federal regulations and state statutes, regulations and policy.

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

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

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

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

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

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

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

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

c). Retained Rights / License Rights

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

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

d). Copyright

(1) Subgrantee agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph nineteen (b) (2) (a) of authorship made by or on behalf of Subgrantee in connection with Subgrantee’s performance of this subgrant agreement shall be deemed “works made for hire.” Subgrantee further agrees that the work of each person utilized by Subgrantee in connection with the performance of this subgrant agreement will be a “work made for hire,” whether that person is an employee of Subgrantee or that person has entered into an agreement with Subgrantee to perform the work. Subgrantee shall enter into a written agreement with any such person that: (i) all work performed for Subgrantee shall be deemed a “work made for hire” under the Copyright Act and (ii) that person shall assign all right, title, and interest to Subgrantor to any work product made, conceived, derived from or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement. Refer to 29 CFR, Part 95, Appendix A 5 or Part 97.34.
(2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this subgrant agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement may not be reproduced or disseminated without prior written permission from Subgrantor.

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

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

g). Warranties
(1). Subgrantee represents and warrants that:
   (a). It has secured and will secure all rights and licenses necessary for its performance of this subgrant agreement.
   (b). Neither Subgrantee’s performance of this subgrant agreement, nor the exercise by either Party of the rights granted in this subgrant agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by Subgrantee.
   (c). Neither Subgrantee’s performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
   (d). It has secured and will secure all rights and licenses necessary for Intellectual Property
including, but not limited to, consents, waivers or releases from all authors.

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

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

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

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

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

h). Intellectual Property Indemnity

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

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

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

i. **Survival**

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

20. **Confidentiality Requirements**

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

The Subgrantor and Subgrantee agree that:

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

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

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

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

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

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

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

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

The Subgrantee shall cooperate with the Subgrantor in any investigation or security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are 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 Subgrantor or Subgrantee enters into an agreement with a third party to provide WIA services, the Subgrantor or Subgrantee agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said
information be disclosed to any individual outside of that third party’s authorized staff, subcontractor(s), service providers, or employees.

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

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

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

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

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

(5) When the Subgrantor modifies State automated systems such as the State CalJOBS℠ System, it shall provide reasonable notice of such changes to the Subgrantee. The Subgrantee shall be responsible to communicate such changes to the One-Stop Operator(s) in the local area.
m). Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation. As of this date, the following are those individuals:

FOR THE SUBGRANTOR

Name: Jaime Gutierrez  
Title: Section Manager  
Address: P.O. Box 826880, MIC 69  
Sacramento, CA 94280-0001  
Telephone: (916) 654-9699  
Fax: (916) 654-9586

FOR THE SUBGRANTEE

Name:  
Title:  
Telephone:  
Fax:  

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

### Workstation Requirements

<table>
<thead>
<tr>
<th>System</th>
<th>Hardware Required</th>
<th>Software Required</th>
<th>Connectivity</th>
</tr>
</thead>
</table>
| **Client Workstation**  | **Processor**: PIII or higher  
**Memory**: 2 GB of RAM or higher  
**Display**: Super VGA (800 X 600) or higher-resolution video adapter and monitor | **Operating System**:  
Microsoft Windows 7  
Macintosh OS X v10. 4.8 (Panther) or higher  
**Browser**:  
Microsoft Internet Explorer 10 or higher;  
Mozilla Firefox 30.0 or higher;  
Safari 5 or higher;  
Opera 22 or higher;  
Google Chrome 36 or higher  
**3rd-Party Software (described after table)**:  
Meadco ScriptX ActiveX 6.4/ Object¹/ Microsoft Silverlight 3² | **Minimum**:  
Dedicated broadband or high speed access, 380k or higher |
| **Staff/Administrator Workstation** | **Processor**: PIII or higher  
**Memory**: 2GB of RAM or higher  
**Display**: Super VGA (800 X 600) or higher-resolution video adapter and monitor | **Operating System**:  
Microsoft Windows 7  
Macintosh OS X v10. 4.8 (Panther) or higher  
**Browser**:  
Microsoft Internet Explorer 10 or higher;  
Mozilla Firefox 30.0 or higher;  
Safari 5 or higher;  
Opera 22 or higher;  
Google Chrome 36 or higher  
**JAWS for Windows software for visually impaired access (optional)**  
**3rd-Party Software (described after table)**:  
Meadco ScriptX ActiveX 6.4/ Object Microsoft Silverlight 3³ | **Minimum**:  
Dedicated broadband or high speed access, 380Kbps or higher |
**Client Workstations (Third-Party Software)**

As indicated in the preceding table certain freely available third-party software is required on client workstations to maximize all of the features in the Virtual OneStop suite.

<table>
<thead>
<tr>
<th>Software</th>
<th>VOS 12.x</th>
<th>VOS 14.0</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>Silverlight</td>
<td>v4</td>
<td>v5+</td>
<td>See below</td>
</tr>
<tr>
<td>Adobe Flash</td>
<td>v10.1</td>
<td>v11+</td>
<td></td>
</tr>
<tr>
<td>Meadco ScriptX</td>
<td>v6.5</td>
<td>v7.4+</td>
<td><a href="http://scriptx.meadroid.com/home.aspx">http://scriptx.meadroid.com/home.aspx</a></td>
</tr>
<tr>
<td>Microsoft RSClientPrint</td>
<td></td>
<td></td>
<td><a href="http://technet.microsoft.com/en-us/library/dd283109.aspx">http://technet.microsoft.com/en-us/library/dd283109.aspx</a> Downloading and installing the ActiveX control RSClientPrint.cab requires administrator permissions on the client machine. A user with permissions would opt to install when prompted by their browser to download the ActiveX control.</td>
</tr>
</tbody>
</table>

**Meadco ScriptX 7.4**: ScriptX provides for the closely controlled printing of HTML- and XML-based documents. It is a client-side ActiveX object used throughout Virtual OneStop to ensure the consistent formatting and appearance of printed output from any local or networked printer, regardless of the printing attributes already set in that computer’s browser. It temporarily controls printer settings such as margin sizes, header and footer information, page numbering, and whether to print in Landscape or Portrait mode. The control is in place at the time of printing a browser window or framed content; all settings are automatically restored to default settings and no permanent changes are saved. ScriptX v6.5 or later is required when working with Internet Explorer 8 on Windows XP, Windows Vista, and Windows 7.

**Microsoft Silverlight v5**: Silverlight is a cross-browser, cross-platform, and cross-device browser plug-in that helps companies design, develop, and deliver applications and experiences on the web. It usually installs in less than 10 seconds as a free browser plug-in that is approximately 4 MB in size. Silverlight enables rich, safe, secure, and scalable cross-platform experiences. In Virtual OneStop, it is used to enable the graphs and maps options that are part of the LMI profiles and other graphic LMI displays of information.

**The MSIE min version depends on the OS:**

**SL v4**

Win XP SP2/3 – MSIE 6
Win 7 – MSIE 8


SL v5

Win XP SP3 - MSIE 7
Win 7 – MSIE 8
Win 8 – MSIE 10
Win 8.1 – MSIE 11


Adobe Acrobat Reader 11: Certain documents (such as User Guides and Quick Reference Cards) are available to our customers on our external OPC website as Adobe Acrobat files. They are also frequently attached as some of the resources that are available on the Staff Online Resources page in Virtual LMI. These files can be read with Adobe Acrobat Reader 6.0 or higher; however, it is recommended that this recent version of Adobe Acrobat Reader be installed. Acrobat Reader is free browser software.

Adobe Flash 11: The Training/Learning Center Videos for Virtual OneStop can be watched with Adobe Flash 9 or later, although we recommend the current version 11. Adobe Flash is free browser software. The only limitations may be with client firewalls and security obstructions that may keep the videos from functioning correctly.

RSClientPrint is a Microsoft ActiveX control that enables client-side printing of Microsoft SQL Server Reporting Services reports. The ActiveX control displays a custom print dialog box that shares common features with other print dialog boxes. The client-side print dialog box includes a printer list for selection, print preview option, page margin settings, orientation, etc.

Downloading and installing the ActiveX control RSClientPrint.cab requires administrator permissions on the client machine.

VOS uses CKEditor version 4.3.1

The version 14.0 Virtual One Stop (VOS) is currently using version 4.3.1 of CKEditor. CKEditor is used within the VOS system to allow you to use common word processing features in the system with such things as job descriptions, resumes and cover letters.

CKEditor supports all popular browsers including Chrome, Firefox, Internet Explorer, Opera and Safari. However, Internet Explorer 7 (or lower) and Firefox 3.6 are no longer supported (CKEditor 4.1.3 was the last version to support Internet Explorer 7 and Firefox 3.6).

It should also be noted that while the latest version of Safari is actively supported, earlier versions may have compatibility issues. If you are using these unsupported browsers versions, your browser should be updated to avoid compatibility issues.