WORKFORCE ALLIANCE OF THE NORTH BAY

(AGENCY)

TRIBAL ECORESTORATION ALLIANCE

(TERA)

SUBRECIPIENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of this 1st day of October, 2024, contingent on HUD-CDBG-DR funding award by and between the WORKFORCE ALLIANCE OF THE NORTH BAY, a joint powers agency, hereinafter "AGENCY," and the TRIBAL ECO RESTORATION ALLIANCE**,** hereinafter referred to as "PARTNER."

RECITALS

WHEREAS, AGENCY is a Joint Powers Agency, a public entity that can enter into agreements;

WHEREAS, AGENCY will submit an application for funding of a Community Development Block Grant - Disaster Recovery, Workforce Development Program. If AGENCY is successfully awarded, it will be referred to as AGENCY, APPLICANT, SUBRECIPIENT, or, GRANTEE;

WHEREAS, AGENCY desires to partner with a training organization to provide a community-based wildfire resilience training program in Lake County;

WHEREAS, PARTNER currently operates a training program that can be expanded to train a greater number of trainees focused on Lake County low income residents;

WHEREAS, PARTNER warrants that it is qualified and competent to render the aforesaid training services and is willing to provide such services to AGENCY under the terms and conditions set forth herein.

WHEREAS, Both AGENCY and PARTNER will fully, and in good faith move toward the execution of this agreement should grant funding be awarded by the Housing and Community Development Department CDBG-DR; and that each agency will go through its legal and board process to execute;

WHEREAS; The AGENCY will pass through funding from the CDBR-DR award to the PARTNER on a reimbursement basis to fund the expanded workforce development activities costs;

TERMS

NOW, THEREFORE, for and in consideration of the Agreement the AGENCY and PARTNER agree as follows:

1. Term of the Agreement.

The term of this Agreement shall commence, contingent on award from the State of California Department of Housing and Community Development, Community Development Block Grant – Disaster Recovery, for Workforce Development Program 2024 grant award, on October 1,

2024. Unless the term is extended by Department of Housing and Community Development, it shall terminate upon completion of grant on January 31, 2026, unless terminated earlier in accordance with M-1 (Termination for Convenience), or M-3 (Termination for Cause) of Exhibit D attached hereto and by this reference made a part hereof “Fiscal year” shall mean the period commencing on July 1 and ending on June 30. If the Department of Housing and Community Development extends the grant term, this contract will in turn be extended by the same amount and AGENCY will provide notice to PARTNER of this extension.

2. Scope of Services.

PARTNER agrees to provide all services described in Exhibit A attached hereto and by this reference made a part hereof.

3. Compensation.

a. In consideration of PARTNER's fulfillment of the promised work, AGENCY shall pay PARTNER for those services as set forth in Exhibit A and by this reference incorporated herein. Said promise shall remain in effect for the entire Agreement term. PARTNER will submit payment requests for reimbursement (Financial Reports) to the AGENCY monthly. AGENCY will provide reimbursement compensation within 45 days of receiving the payment requests. Invoices with errors will extend this deadline until a corrected invoice is received.

b. Maximum Cost to AGENCY. Notwithstanding subparagraph (a), in no event will claims for reimbursement or consideration of cost to the AGENCY exceed the maximum sum of $3,991,654.23 as outlined in Exhibit B, however, such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred. Should the funding award as described in this Agreement be reduced or increased, PARTNER agrees that this maximum cost to AGENCY may be amended by written notice from AGENCY to reflect that reduction or increase, constituting a "unilateral amendment" to the agreement. As stated in Exhibit B, individual line items have maximum costs that AGENCY will not reimburse beyond without an approved budget transfer.

4. Method of Payment.

All payments for compensation and reimbursement for expenses shall be made upon presentation of itemized invoice by PARTNER to AGENCY for actual expenses on a monthly basis. The itemized invoice shall indicate, at a minimum, PARTNER's name, address, Taxpayer Identification Number, itemization of expenses as outlined in Exhibit B. The final invoice must be submitted within 30 days of completion of the scope of services.

5. Work Product/Pre-Existing Work of Partner

AGENCY shall be entitled to use any and all work product resulting from this Agreement, and PARTNER hereby grants AGENCY an irrevocable, non-exclusive and royalty-free license to use, copy, publish, reproduce, and make derivative use of the same. Any pre-existing work product or product developed by other funding that is utilized within the scope of this work (Exhibit A) remains the exclusive property of the PARTNER.

Recognizing that Article 31 of the UN Declaration of the Rights of Indigenous peoples states that "Indigenous peoples have the right to maintain, control, protect, and develop their cultural heritage, traditional knowledge and traditional cultural expressions, as well as the manifestations of their sciences, technologies and cultures, including human and genetic resources, seeds, medicines, knowledge of the properties of fauna and flora, oral traditions, literatures, designs, sports, and traditional games and visual performing arts. They also have the right to maintain, control, protect, and develop their intellectual property over such cultural heritage, traditional knowledge, and traditional cultural expressions."

6. Compliance with Laws.

In the performance of this Agreement, PARTNER shall observe and comply with all applicable Federal, State and local laws, ordinances, and Codes.

7. Insurance

PARTNER shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

a. Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, PARTNER shall provide workers' compensation insurance for the performance of any of PARTNER'S duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide AGENCY with certification of all such coverages.

b. Commercial General Liability. The PARTNER shall maintain a commercial general liability insurance policy in the amount of $1,000,000 ($2,000,000 aggregate). The AGENCY shall be named as an additional insured on the general commercial liability policy.

c. Commercial Automobile Liability Insurance. Where the services to be provided under this Agreement involve or require the use of any type of vehicle by PARTNER, PARTNER shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of $1,000,000.00.

d. Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of PARTNER arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) per claim.

e. Inclusion in Subcontracts. PARTNER agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this section.

f. Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of this Agreement. In addition to any other available remedies, AGENCY may suspend payment to the PARTNER for any services provided during any time that insurance was not in effect and until such time as the PARTNER provides adequate evidence that PARTNER has obtained the required coverage.

8. No Waiver.

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

9. Notices.

All notices required or authorized by this Agreement shall be in writing and shall be delivered by email, in person or by deposit in the United States mail, by first class mail, postage prepaid. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be presumed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

AGENCY	PARTNER
Bruce Wilson, Executive Director	Lindsay Dailey
Workforce Alliance of the North Bay	Tribal EcoRestoration Alliance
PO Box 247	PO Box 1058 / 1845 E. Highway 20
Napa, CA 94558	Upper Lake CA 95485
bwilson@workforcealliancenorthbay.org	lindsay@tribalecorestoration.org

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

PARTNER:

By: Lindsay Dailey
Lindsay Dailey (Dec 10, 2024 15:36 PST)
Lindsay Dailey, Executive Director
Tribal Eco Restoration Alliance

AGENCY:

By:
Alfredo Pedroza, President
Workforce Alliance of the North Bay

APPROVED TO FORM AGENCY:

By: Deidre K. Smith
Deidre K. Smith (Dec 12, 2024 07:59 PST)
Deidre K. Smith, Counsel
Workforce Alliance of the North Bay

ATTEST:

By: Taylor Swain
Taylor Swain, Clerk
Workforce Alliance of the North Bay

EXHIBIT A
SCOPE OF WORK

Lake Wildfire Resilience Workforce Program

1. Goal/Purpose

The Lake Wildfire Resilience Workforce Program (LWRWP) is a collaborative project between the Workforce Alliance of the North Bay (AGENCY), and the Tribal EcoRestoration Alliance (TERA). The Goals of this project are: 1) expand TERA's wildland fire and forestry fire training workforce development program, 2) acquire a training facility for those activities to occur, and 3) provide novel participant support services by AGENCY to those participating in TERA's programming.

2. Program Partner Roles & Responsibilities:

AGENCY will:

1) Act as lead applicant and grant manager on CDBG-DR HCD grant "Lake Wildfire Resilience Workforce Program."
2) Provide Support Services to TERA's workforce development training program participants.
3) Facilitate funding for TERA to acquire a Public Facility for training purposes. AGENCY will not hold title to this land nor will they hold any liability for any activities associated with or taking place at the Public Facility.
4) Comply with all HCD CDBG-DR contractual provisions and adhere to all HUD-HCD regulations and timelines.

Tribal EcoRestoration Alliance will:

1) Lead Workforce Development training program and work with AGENCY to recruit participants.
2) Acquire a facility for on-site training and continue to utilize the site for workforce development training for a minimum of 5 years. TERA agrees to pay for all costs associated with maintenance, upkeep, and operations of the facility not allowable under the CDBG-DR grant and, after the expiration of the CDBG-DR grant, will continue to retain ownership and pay for all costs associated with the maintenance, upkeep, and operations of the facility. If use changes within 5 years of purchase, TERA will be responsible for reimbursement of cost of facility to AGENCY & HCD.
3) Provide timely reporting and invoicing to AGENCY through the Grant Manager to submit to the Grantor.
4) Act as employer of record and manage all aspects of hiring and supervision in accordance with U.S. and California Labor Laws.
5) Comply with all HCD CDBG-DR contractual provisions and adhere to all HUD-HCD regulations and timelines.

3. **Scope of Work**

AGENCY will:

1. Coordinate the partners for the successful implementation of this grant program. This will include, but is not limited to:
    a. Subcontracting TERA
    b. Providing HCD CDBG-DR reporting, invoicing, and any other necessary administrative templates and reports.
    c. Acting as a liaison between the partners and the granting agency

2. Provide staff for service activities as detailed below:
    a. Conduct outreach and recruitment to attract interested and eligible community members and screen for suitability for program participation.
    b. Recruit suitable program participants.
    c. Determine initial eligibility of applicants prior to initiating services.
        i. Conduct an assessment or obtain the assessment from TERA and open an Individual Service Strategy.
    d. Make available each of the following elements to community members through coordination of services, maintaining a case file record of any of the elements provided or referred:
        i. Tutoring, study skills training, and instruction, if necessary.
        ii. Employment Opportunities
        iii. Paid Work Experience
        iv. Occupational Skills Training
        v. Leadership Development Opportunities
        vi. Support Services
        vii. Adult Mentoring
        viii. Follow-Up Services
        ix. Comprehensive Guidance and Counseling
        x. Financial Literacy Education
        xi. Entrepreneurial Skills Training
        xii. Services that provide Labor Market Information
        xiii. Postsecondary Preparation and Transition Activities
        xiv. Provide Job Placement
    e. Track crew member outcomes following the project in designated case management system

PARTNER will:

1) Employ management and supervisory staff necessary to implement all trainings including:
    a) Project Manager with responsibility for overall program implementation, grant management, property acquisition, and operation of training program.
    b) Training Manager with responsibility for overseeing training as well as offering instruction
    c) Outreach Coordinator to help with outreach and recruitment.
    d) Crew Mentors with responsibility for crew orientation, supervision, training, and tracking.
2) Collaborate with program participant recruitment and train 50 - 100 unique trainees in various programs. Fully employ two cohorts of crews of 15 OJT participants each. Provide an orientation to the LWRWP participants which will cover work descriptions and procedures, work-specific safety training, when, how, and where to report for work, and team-building activities.
    a) Provide crews with appropriate safety training on the use of tools and equipment.

b) Provide crews with necessary and appropriate uniforms and safety gear.

3) Provide work trucks for the crew transportation from the Upper Lake office and assume responsibility for crew transportation to and from identified work areas.

4) Conduct training for the crew supervisors and orientation for the participants; ensure crew members understand each aspect of their work and why they conduct it.

5) Purchase a training facility and ensure all federally funded property acquisition regulations and processes are abided by, including an appraisal, URA, and environmental review. Post purchase, TERA will make improvements and manage the property as outlined in the grant application. A Facilities Manager will be hired to oversee ad-hoc needs and regular maintenance.

6) Host visits from key stakeholders arranged by the AGENCY coordinated with TERA.

7) Notify AGENCY/CareerPoint of any issues with participants.

8) Provide an end of program report including an overview of the program, number of community members served, worksites, skills gained, outcomes, successes and challenges.

9) Any and all services as described in Exhibit C (California Department of Housing and Community Development Standard Agreement).

Calendar/ Timeline for Milestones: 2024 - 2026

Note: These are approximate dates that are subject to change.

Date Milestones

Milestone #1: Date projected to Start DR -Workforce activities (incurring costs)

Programs that have Public Facility activities (rehab/improvements/acquisition) must commence the Environmental Record Review process within 30 days from effective date of the SA.

30 days from effective date of SA - Milestone #2: Date projected to begin the Public Facility Environmental Review:

Programs that have Public Facility Acquisition activities must successfully complete Acquisition or lease within 60 days from Environmental Record Review (ERR) clearance.

Within 60 days of ERR clearance - Milestone #3: Date projected to have Acquisition site Control:

Programs that have Public Facility construction related activities (rehab/improvements) must successfully begin to incur Construction costs within two (2) months from ERR clearance or, if applicable, from acquisition/lease completion.

Milestones #4-#5 N/A

Within one quarter after ERR clearance - Milestone #6: Date projected to start the Training Program:

All training programs must commence the approved training program and services within three (3) months from ERR clearance or construction/acquisition completion; but must begin serving Beneficiaries by December 31, 2024.

June 30, 2025 - Milestone #7: Date projected to expended Fifty percent (50%) of the CDBG -DR awarded funds:

Fifty percent (50%) of the Program funds must be expended at least ten (10) months prior to the Expenditure Deadline and serve fifty percent (50%) of its Beneficiaries identified in the application no later than six (6) months prior to the Expenditure Dead line.

January 31, 2026 - Milestone #8: Date projected to Expend all CDBG -DR awarded funds:

Subrecipient must serve one hundred percent (100%) of its Beneficiaries identified in the application prior to the Expenditure Deadline and expend all program funds by January 31, 2026.

January 31, 2026 - Milestone #9 Date projected to Close -out:

All DR-Workforce programs must commence the closeout process and submit a final activity report no later than 90 days from the expenditure

EXHIBIT B
BUDGET & COMPENSATION

The budget table below is the maximum amount reimbursable for each line item. PARTNER may request a budget transfer in writing to AGENCY by email with both the current and requested budgets and a narrative explaining the reasons behind the requested changes. Budget transfers made this way must be approved by the AGENCY Executive Director, Bruce Wilson, in writing by email or letter.

Line Item Description	Budget Maximum
PUBLIC SERVICE DIRECT COSTS	
Salaries & Wages	$473,545
Benefits	$232,394
Instructors	$45,000
Supplies	$146,028
Travel	$2,345
Equipment	$160,000
SUPPORTIVE SERVICES	
Work Wear and Gear	$65,750
Childcare	$26,250
Travel	$25,000
TOTAL PUBLIC SERVICE DIRECT COSTS	$1,176,312
PUBLIC FACILITIES DIRECT COSTS (PROPERTY ACQUISITION)	
Property Acquisition	$2,200,000
Property Acquisition Fees	$8,400
Salaries & Wages	$137,620
Benefits	$52,782
Contracted Positions	$128,400
Property Supplies	$81,050
Appliances	$2,000
Property Improvements	$53,000
Travel	$670
Insurance	$18,000
Utilities	$12,800
TOTAL PUBLIC FACILITIES DIRECT COSTS	$2,694,722
DE MINIMIS RATE (10% OF PUBLIC SERVICE DIRECT COSTS NOT INCLUDING SUPPORTIVE SERVICES)	$120,620
GRAND TOTAL	$3,991,654

EXHIBIT C
MASTER GRANT AGREEMENT

PARTNER agrees to follow all terms, conditions, and requirements of the master grant agreement between HCD and AGENCY, attached herein.

EXHIBIT D
COMPLIANCE, CERTIFICATIONS AND ASSURANCES

COMPLIANCE

In performance of this agreement, the PARTNER will fully comply with:

1. The Office of Management and Budget (OMB) Uniform Administrative Requirements. Allowable Costs, Cost Principles, and Audit Requirements for Federal Awards. Final Rule at 2 Code of Federal Regulations (CFR), Chapter I and Chapter II, Part 200, et al (hereafter referred to as Uniform Guidance 2 CFR Part 200); and all regulations. legislation, directives, policies, procedures, and amendments issued pursuant thereto:

   a. All State legislation and regulations to the extent permitted by Federal law and all policies, directives and/or procedures related to OMB cost guidance.
   b. PARTNER will ensure diligence in managing programs under this agreement, including performing appropriate monitoring of its activities and taking prompt corrective action against known violations.

CERTIFICATIONS/ ASSURANCES

Except as otherwise indicated, the following certifications apply:

1. Corporate Registration: PARTNER, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.
2. Americans With Disabilities Act (ADA): PARTNER agrees to comply with the American 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 the ADA. (42 U.S.C.12101 et seq.)
3. False Claims Act: PARTNER by signing this agreement, agrees to ensure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets. PARTNER shall ensure that all annual, final fiscal reports, monthly claims invoices, and vouchers, it submits are correct.
4. DocuSign payment will include a certification, signed by an official who is authorized to legally bind PARTNER, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures,, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information. or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise." (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).
5. Authority to Bind PARTNER: PARTNER shall furnish the AGENCY in writing, a list of persons authorized to execute on behalf of PARTNER: Agreements, modifications to Agreements, invoices or other documents as may be required by the AGENCY.
6. National Labor Relations Board: PARTNER, by signing this agreement, does swear under penalty of perjury, that no final unappealable finding of contempt of court by a Federal court has been issued against PARTNER within the immediately preceding two-year period because of PARTNER's failure to comply with an order of a Federal court, which orders PARTNER to comply with an order of the National Labor Relations Board (PCC10296).
7. Prior Findings: PARTNER, by signing this agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous agreement with 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.

8. Excluded Parties List: The AGENCY will not execute an agreement with any entity listed on the Excluded Parties List System in the federal System for Award Management. PARTNER hereby represents and warrants that it is not so listed.
9. Drug-Free Workplace Certification: By signing this agreement, PARTNER hereby certifies under penalty of perjury under the laws of the State of California that PARTNER will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
   b. Establish a Drug-Free Awareness Program to inform employees about:
      - The dangers of drug abuse in the workplace;
      - The PARTNER'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.
   c. Every PARTNER employee who works on this agreement will:
      - Receive a copy of the PARTNER's drug-free policy statement; and
      - Agree to abide by the terms of the PARTNER's drug-free policy statement as a condition of employment on the agreement.

10. Child Support Compliance Act: In accordance with the Child Support Compliance Act, PARTNER recognizes and acknowledges the importance of child and family support obligations and shall fully comply with the 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 PARTNER is fully complying with the earnings assignment orders of all PARTNER's employees and is providing the names of all new PARTNER's employees to the New Employee Registry maintained by the State of California Employment Development Department (EDD).
11. Debarment and Suspension Certification: By signing this agreement, PARTNER hereby certifies under penalty of perjury under the laws of the State of California that PARTNER will comply with regulations implementing Executive Order 12549, Debarment and Suspension, Uniform Guidance 2 CFR Part 200, Appendix I, and that PARTNER, to the best of its knowledge and belief, certifies that it and its principals:
    a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
    b. Have not, within a three-year period preceding this agreement, been convicted of or had a civil judgment rendered against it 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 agreement.
    c. Nor shall PARTNER have, within a three-year period preceding this AGREEMENT, been convicted of or had a civil judgment rendered against it for 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.
    d. 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 Debarment and Suspension Certification.
    e. Have not, within a three-year period preceding this agreement, had one or more public transactions (Federal, State or local) terminated for cause or default. Where PARTNER is unable to certify to any of the statements in this Debarment and Suspension Certification, it shall attach an explanation to this agreement.

f. Mandatory Disclosures: All recipients of Federal awards must disclose, as required at 2 CFR 200.113, in a timely manner, in writing to the Federal awarding agency or the AGENCY, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338 (Remedies for noncompliance) including suspension or debarment.

12. Lobbying Certification: By signing this agreement PARTNER hereby assures and certifies to compliance with the lobbying restrictions which are codified in the Housing and Community Development Department CDBG-DR, U.S. HUD-CDBG-DR regulations at Uniform Guidance 2 CFR Part 200, as follows:
13. No Federal appropriated funds have been paid, by or on behalf of PARTNER, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this agreement, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal agreement, grant, loan, or cooperative agreement.
14. 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 agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
15. PARTNER shall require that the language of the lobbying restrictions be included in the award documents for agreement transactions over $100,000 (per 0MB) at all tiers (including agreements, contracts, and subcontracts, under grants, loans, or cooperative contracts/agreements), and that all subrecipients shall certify and disclose accordingly.
    a. 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.
16. Sweatfree Code of Conduct:
    a. All Agencies that agreement 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 agreement, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the State pursuant to the agreement 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.
    b. PARTNER further declares under penalty of perjury that it will 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 agreement Code Section 6108.
    c. PARTNER agrees to cooperate fully in providing reasonable access to PARTNER's records, documents, agents or employees, or premises if reasonably required by authorized officials of the AGENCY, State of California EDD, the Department of Industrial Relations, or the Department of Justice to determine PARTNER's compliance with the requirements of the Sweatfree Code of Conduct.
17. Unenforceable Provision: In the event that any provision of this agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this agreement have force and effect and shall not be affected hereby.

18. Non-discrimination Clause/ Affirmative Action / Equal Employment Opportunity:
    a. The conduct of the parties to this agreement will be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated hereunder and the provisions of WIOA Section 188 and 29 CFR Part 38.
    b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin:
    c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
    d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
    e. Title IX of the Education Amendments of 1972, as amended , which prohibits discrimination on the basis of sex in educational programs.
        i. This PARTNER shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement.
        ii. These assurances are binding on PARTNER for the term of this agreement, as specified in 29 CFR section 38.26(b).
    f. PARTNER will assure that employment testing programs will comply with 41 CFR part 60-3 and29 CFR part 32 and 29 CFR 1627.3(b)(iv).
    g. PARTNER agrees to conform to non-discrimination and equal opportunity requirements and procedures, the Uniform Guidance 2 CFR Part 200, DOL
    h. Exceptions 2 CFR Part 2900, Federal regulations and State statues, regulations and policy. (AGENCY Policy regarding Nondiscrimination and Equal Opportunity Procedures, accessible at: www.workforceallinancenorthbay.org)
    i. PARTNER shall ensure equal employment opportunity based on objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, performance evaluation, and employee management relations.
19. Air or Water Pollution Violation: Under State laws, PARTNER shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to any cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of Federal law relating to air or water pollution.
20. Clean Air Act and Federal Water Pollution Control Act: All agreements between the AGENCY and PARTNER of agreements in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection PARTNER (EPA).

STANDARDS OF CONDUCT

PARTNER hereby assures that in administering this agreement, it shall comply with the standards of conduct hereinafter set out, for maintaining the integrity of the agreement and avoiding any conflict of interest in its administration.

1. General Assurance: Every reasonable course of action will be taken by PARTNER in order to maintain the integrity of the expenditure of public funds and to avoid favoritism and questionable or improper conduct.
2. This agreement will be administered in an impartial manner, free from efforts to gain personal, financial, or political gain.

3. Conflict of Interest: An executive or employee of PARTNER, an elected official in the area or a member of the AGENCY will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed, in whole or in part, by PARTNER or the AGENCY: supplies, materials, equipment or services purchased with agreement funds will be used solely for purposes allowed under this agreement.
4. No member of PARTNER or the AGENCY 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.
   a. For the purpose of this agreement, a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein has a financial interest in or a tangible personal benefit from a firm considered for a contract, subcontract, or agreement. (Reference 2 CFR Part 200.318(c)(1)(2) - Conflict of Interest)
   b. If a non-Federal entity, has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest.
   c. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears unable to be impartial in conducting a procurement action involving a related organization. (Reference 2 CFR Part 200.318(c)(2))
5. Buy-American: PARTNER must be expended on only American made equipment and products, as required by the Buy American Act (41 U.S.C. 8301- 8305).
6. Nepotism: PARTNER certifies that it shall not hire nor permit the hiring of any person in a position funded under this agreement if a member of the person's immediate family is employed in an administrative capacity, unless that person being hired has disclosed the family relationship and PARTNER certifies that the person being hired meets all the criteria necessary for the position and was deemed the best candidate for the position following a competitive hiring process.
   a. For the purpose of this agreement, the term "immediate family" means spouse (common law or otherwise), child, mother, father, brother, sister, brother/sister-in-law, son/daughter-in-law, mother/father-in-law, aunt, uncle, niece, nephew, stepparent, stepchild, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by PARTNER.
   b. The term "administrative capacity" means persons who have overall administrative responsibility for a program, including but not limited to, selection, hiring, or supervisory responsibilities.
7. Procurement: PARTNER must comply with the AGENCY procurement policy and procedures which reflect applicable local, State and Federal laws and regulations, and the standards identified in Uniform Guidance 2 CFR Part 200.318 - General Procurement Standards. (Reference also AGENCY Policy 2019-02 - Procurement Standards and policy attachments:

COORDINATION

PARTNER will, to the maximum extent feasible, coordinate all programs and activities supported under this agreement with core programs under the WIOA, including the WIOA (Adult, Dislocated Worker and Youth formula programs): Wagner-Peyser Act employment services; Adult Education and Literacy Act programs; Rehabilitation Act Title I programs: Job

Corps program, YouthBuild program, Native American programs, Migrant and Seasonal Farmworker programs, and other employment and training programs at the local level.

In addition to the core programs, for individuals with multiple needs to access services, PARTNER will, to the maximum extent feasible, coordinate with the following partner programs required to provide access through the America's Job Center of California or One-Stop Career Center (CareerPoint): Career and Technical Education (Perkins) , Community Development Block Grants, Indian and Native American programs, HUD Employment and Training programs, Local Veterans' Employment Representatives and Disabled Veterans' Outreach program, National Farmworker Jobs program, Senior Community Service Employment program, Temporary Assistance for Needy Families (TANF), Trade Adjustment Assistance programs, and Unemployment Compensation programs.

PARTNER shall not accept referrals for participant positions funded under this agreement from any agency which charges a fee to either the individual being referred or the employing agency for the services rendered. Charges incurred in violation of this clause shall be the sole responsibility of PARTNER and shall not be charged to either this agreement or the participant under this agreement.

SUBCONTRACTING

PARTNER will contract with pre-determined contractors as described in the submitted grant proposal and budget. PARTNER will not assign a contract resulting from this agreement or any portion thereof to a third party without the prior written consent of the AGENCY, and any attempted assignment or subcontract without such prior written consent may cause immediate termination of the agreement.

Upon approval from the AGENCY, any of the work or services specified in this agreement which will be performed by other than PARTNER will be evidenced by a written contract specifying the terms and conditions of such performance.

PARTNER will maintain and adhere to an appropriate system, consistent with Federal, State and local law, for the award and monitoring of contracts and agreements which contain acceptable standards for insuring accountability.

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

RESOLUTION

A county, city, district or other local public body must provide the AGENCY 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 agreement. Preferably resolutions should authorize a designated position rather than a named individual.

FUNDING

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

This agreement is valid and enforceable only if sufficient funds are made available by the Budget Act of the appropriate State or Federal fiscal years covered by this agreement for the purposes of this program and sufficient funds are made available to the State by the United States Government for the fiscal years covered by this agreement for the purposes of the programs described in the scope of services.

In addition, this 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 agreement in any manner.

At the expiration of the terms of this agreement or upon termination prior to the expiration of this agreement, funds not obligated for the purpose of this agreement will no longer be available to PARTNER.

The AGENCY 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 PARTNER is given prompt notice and the opportunity for an informal review of the AGENCY's decision. The Executive Director of the AGENCY or his/her 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 PARTNER to comply with the provisions of this agreement when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.

FISCAL ACCOUNTABILITY

1. PARTNER shall establish and maintain a sound financial management system, based upon generally accepted accounting principles.
2. An integral part of the required financial management system is a system of internal accounting controls that will provide reasonable assurance that assets are safeguarded against loss from unauthorized use or disposition, and that accounting transactions affecting fund accountability are properly charged and recorded by administrative and program cost categories to permit the preparation of accurate and supportable financial reports.
3. PARTNER will comply with controls, record keeping and fund accounting procedures, Federal and State regulations, and directives to ensure the proper accounting for program funds paid to PARTNER by the AGENCY through a cost reimbursement process.
4. This agreement provides for the reimbursement of allowable costs that are identified and approved in the agreement budget and incurred in the operation of the programs specified in the scope of services. Back-up documentation is required from PARTNER to justify reimbursement payments made under this agreement.
5. All expenditures must be reported on an accrual basis of accounting.
6. No cost shall be allowed under this agreement which is not specifically identified in PARTNER's approved budget.
7. PARTNER may transfer funds between cost categories or adjust designated "total budget" line items only with written approval by the AGENCY and HCD.
8. Invoices for reimbursement submitted by PARTNER that include designated total line-item expenditures above the total budget for that designated line item will not be paid until the cost overrun is reconciled. All limitations on expenditures specified in Federal and State fiscal requirements shall apply to this agreement.
9. PARTNER shall not charge nor receive compensation under this agreement for any services or expenses unless said services or expenses are directly and exclusively related to the purpose of this agreement.
10. Funds shall not be allowed for cost incurred before or after the effective dates of this agreement unless specifically allowed in writing by the AGENCY.
11. PARTNER shall not use funds collected under this agreement as security or payment for obligations or as loans for activities of other funded programs.
12. PARTNER's personnel whose time is charged to the budget under this agreement shall be paid on a pro-rata basis commensurate with the percentage of time devoted to the programs specified in the scope of services. Personnel costs including salary shall be reasonable. Employees of PARTNER shall be compensated under this agreement only for work performed under the terms of this agreement. The AGENCY shall not pay, and PARTNER shall not request payment for any accrued employee fringe benefits (including

vacation and sick time), which were not accrued by PARTNER's employees during the term of this agreement.

13. In accordance with the requirements at 2 CFR 200.400(9), PARTNER may not earn or keep any profit resulting from funds paid under this agreement, or other federal financial assistance.
14. PARTNER shall make available to the AGENCY, upon request, a complete and detailed record or cost allocation of any expenses that are, in whole or in part, supported with program funds.
15. Shared expenses will be jointly tracked and may include but are not necessarily limited to the following: staff salaries, facilities, equipment.
16. Travel expenses when permitted should be made at the agency rate per mile, but the rate cannot exceed the agreement allowed by the AGENCY travel expense reimbursement policy.

PAYMENT OF AUTHORIZED EXPENDITURES

1. Subject to receipt of funds from the grantor, the AGENCY agrees to reimburse PARTNER for expenditures authorized in the agreement budget.
2. Financial reports and invoices are due to the fiscal unit of the AGENCY by the 10th day of each subsequent month and shall include all obligations, expenditures and accruals incurred during the previous month, unless otherwise specified by the AGENCY.
3. Late submission of financial reports and invoices are subject to withholding of payment due to non-compliance with PARTNER's agreement to submit timely and accurate reports and invoices.
4. The AGENCY's Fiscal Unit shall pay the certified invoice within 45 days of receiving the certified invoice.
5. Financial information reported on claims must be directly linked to records maintained by PARTNER which support actual delivery of services as outlined in the existing agreement between PARTNER and the AGENCY.
6. The AGENCY shall be the sole judge of what constitutes adequate supporting documentation.
7. PARTNER shall be paid in accordance with the agreement and budget, not to exceed the maximum agreement specified.
8. Any cost incurred by PARTNER over and above the maximum agreement obligated by the agreement and budget shall be at the sole risk and expense of PARTNER.

PERFORMANCE ACCOUNTABILITY

1. PARTNER, commencing as of the date of execution of this agreement by both parties, shall perform all the functions set forth in the agreement scope of services.
2. Adequate performance under this agreement is essential and PARTNER shall measure its performance results against goals and performance standards provided by this agreement.
3. It is the responsibility of PARTNER to bring to the attention of the AGENCY areas of performance which are below goals and standards and, with respect to each such area, prepare a corrective action plan or a statement justifying modification of operational plans.
   a. In addition, upon receipt of any monitoring report or other communication identifying areas of concern, a corrective action plan must be submitted to the AGENCY within the time frame identified in the report.

4. A corrective action plan shall consist of the following:

   a. Specific Actions to be taken
   b. The objective of each action
   c. Completion dates
   d. Person(s)responsible
   e. Result(s) to be accomplished
5. PARTNER shall submit all corrective plans to the AGENCY for written approval. If approved, PARTNER shall keep the AGENCY aware of progress, on a continuing basis, until the corrective action plan results are accomplished.
   a. The AGENCY reserves the right to require modifications to the corrective action plan, satisfactory to the AGENCY, in the event of failure by PARTNER to achieve the specified results.

MAINTENANCE OF EFFORT (Supplanting)

PARTNER shall comply with the following maintenance of effort requirements:

1. PARTNER warrants that participant positions funded through this agreement are in addition to those that would otherwise be financed by PARTNER
2. Participant positions funded through this agreement shall:
   a. Result in an increase in employment opportunities over those that would otherwise be available;
   b. Not result in the displacement of currently employed workers, including partial displacement such as a reduction in hours of non-over time work, wages or employment benefits;
   c. Not impair existing agreements for service or result in a substitution of Federal funds for other funds in connection with work that would otherwise be performed;
   d. Not substitute public service and/or work experience positions for existing jobs.
3. PARTNER will not terminate, layoff or reduce the working hours of an employee for the purpose of hiring an individual with funds available under WIOA.
4. PARTNER will not hire any person using funds available under WIOA when any other person is on layoff for the same or substantially equivalent job.

AMENDMENTS

This agreement may be unilaterally modified by the AGENCY, under the following circumstances:

1. There is a decrease in Federal or State funding levels which explicitly impacts funding associated with this project.
2. Funds awarded to PARTNER have not been expended in accordance with the budget included in the approved agreement plan. This will occur if, after consultation with PARTNER, the AGENCY has determined, in a manner consistent with State and Federal law, regulations and policies, that funds will not be spent in a timely manner.
3. There is a change in State and Federal law or regulation requiring a change in the provisions of this agreement.
4. Except as provided above, the agreement may be amended only in writing by the mutual agreement of both parties.

REPORTING

1. PARTNER will compile and submit reports of activities, performance and expenditures by the specified dates prescribed by the AGENCY. 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 paid to PARTNER by the AGENCY.

2. PARTNER shall submit to the AGENCY all required reports on a timely basis as delineated by the AGENCY. PARTNER shall submit written monthly status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered, and corrective action taken, or other reports determined to be necessary by the AGENCY. These reports are due to the AGENCY, as requested in writing. PARTNER also shall submit on a timely basis all required agreement supplemental documents.

TERMINATION

In the event of early termination of this agreement, the AGENCY's liability to PARTNER is limited to the value of services and/or goods provided to the date of termination. This agreement may be terminated, in whole or in part, for either of the two following circumstances:

1. Termination for Convenience: The AGENCY may, in its sole discretion, terminate this agreement for convenience, including but not limited to, insufficient funding, lack of program participants, change in focus of program priorities, and similar. The AGENCY shall provide PARTNER with ninety (90) days advance notice of termination of this agreement for convenience.
2. Disposition of and Payment for Work upon Termination: In the event of termination, PARTNER shall be entitled to receive compensation for any satisfactory work completed by PARTNER prior to receipt of the notice of termination; except that PARTNER shall not be relieved of liability to PARTNER for damages sustained by PARTNER by virtue of any breach of the agreement by PARTNER whether or not the agreement was terminated for convenience or cause, AGENCY may withhold any payments not yet made to the PARTNER for purpose of setoff until such time as the exact amount of damages from PARTNER is determined.
3. Termination for Cause: The AGENCY may terminate this agreement, in whole or in part, if it determines that PARTNER has substantially breached this agreement, the Uniform Guidance, implementing state legislation, and/or guidance and directives. In the event of PARTNER's breach of this agreement or in the event of PARTNER's violation of laws, regulations, guidance and directives, the AGENCY may pursue all legal remedies available to it under federal and state law, including injunctive relief and restitution of agreement funds previously disbursed to PARTNER.
   a) In the event of breach of this agreement by PARTNER or in the event of PARTNER's violation of laws, regulations, guidance and directives, the AGENCY may also seek to impose administrative sanctions such as, but not limited to, a bar on PARTNER's future receipt of State and Federal funds.
   b) The AGENCY may, in its sole discretion, afford PARTNER the opportunity to take corrective action prior to terminating this agreement and/or pursuing legal remedies/administrative sanctions. 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.
   c) Notices to the AGENCY will be addressed to PO Box 247, Napa CA 94559.

RECORDS MAINTENANCE & RETENTION

1. PARTNER will retain all records pertinent to this agreement for a period of three (3) years from the date of final payment of this agreement. If, at the end of three (3) years, there is

litigation or an audit involving those records, PARTNER will retain the records until the resolution of such litigation or audit. (Refer to Uniform Guidance, Subpart D, Part 200.333-200.337.)

2. The AGENCY, the State of California, and/or the Housing and Community Development Department CDBG-DR, U.S. HUD-CDBG-DR funding, or their designee (refer to Uniform Guidance, Subpart F, Part 200.500-200.521) will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this agreement. For purposes of this section, "access to" means that PARTNER shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this agreement.
    a. PARTNER 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 agreement.
    b. PARTNER's performance under the terms and conditions herein specified will be subject to an evaluation by the AGENCY of the adequacy of the services performed, timeliness of response and a general impression of the competency of PARTNER's organization and its staff.
3. Portable Document Format (PDF), electronic, machine readable information or paper documentation is allowed for the purpose of records maintenance and retention, as long as there are appropriate and reasonable internal controls in place to safeguard against any inappropriate alteration of records. (Reference Uniform Guidance 2 CFR 200.335 - Methods for Collection, Transmission and Storage of Information)

AUDITS

1. PARTNER will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. PARTNER must follow the audit requirements (single audit or program-specific audit requirement) of Uniform Guidance 2 CFR, Part 200 and DOL Exceptions 2 CFR Part 2900.
2. Auditors performing monitoring or audits of PARTNER will immediately report to the AGENCY any incidents of fraud, abuse or other criminal activity in relation to this agreement, the Housing and Community Development Department CDBG-DR, U.S. HUD-CDBG-DR or its regulations.

DISALLOWED COSTS

1. Except to the extent that the State determines it will assume liability, PARTNER will be liable for and will repay the AGENCY, any sums expended under this agreement found not to be in compliance with the agreement including, but not limited to, disallowed costs. Such repayment will be from funds (Non-Federal). Payment of any disallowed costs must be made within 30 days of notification of the disallowed costs, unless otherwise specified by the AGENCY.
2. PARTNER shall be notified of all final determinations made by the AGENCY regarding audit reports, independent monitoring reports, and AGENCY administrative findings by a final determination letter.
3. If PARTNER fails to refund any disallowed cost within 30 days, the AGENCY may, at its sole discretion, terminate any and all agreements with PARTNER effective immediately thereon.

CONFLICTS

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

PROPERTY

1. All property, whether finished or unfinished documents, data, studies and reports prepared or purchased by PARTNER under this agreement, will be disposed of in accordance with Housing and Community Development Department CDBG-DR, U.S. HUD-CDBG-DR the direction of the AGENCY. In addition, any tools and/or equipment furnished to PARTNER by the AGENCY and/or purchased by PARTNER with funds pursuant to this agreement, will be limited to the use within the activities outlined in this agreement and will remain the property of the PARTNER as articulated in the Housing and Community Development Department CDBG-DR, U.S. HUD-CDBG-DR grant.
2. Property records for non-expendable property shall be accurately maintained by PARTNER and shall reflect the following: a) a description of the property; b) acquisition date and costs; c) supplier; and d) percentage of the cost of the property purchased with funds from this agreement.
3. PARTNER shall insure that adequate safeguards are provided to prevent loss, damage or theft of the property. In the case of all suspected thefts and if there is any possibility of a criminal cause of the loss or damage, PARTNER shall report the loss, damage, or theft to the police, unless the possible crime occurred in another jurisdiction, in which case PARTNER shall report it to the law enforcement authorities with that jurisdiction and PARTNER shall provide a copy of the law enforcement report to the AGENCY.

CONFIDENTIALITY REQUIREMENTS

The AGENCY and PARTNER will exchange various kinds of information pursuant to this 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.

1. 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 AGENCY, State of California EDD, California Department of Social Services, California Department of Education, California Department of Corrections and Rehabilitation, County Welfare Department(s), County IV-D Directors Office of Child Support, Office of the District Attorney, California Department of Mental Health, California Office of Community Colleges and Department of Alcohol and Drug Programs.
2. The AGENCY and PARTNER agree that:
   a. Each party must recognize, and safeguard personally identifiable information (PII) and information designated as sensitive in accordance with Uniform Guidance 2 CFR 200.303 - Safeguarding Personally Identifiable Information.
   b. PARTNER must take reasonable measures to safeguard protected PII, as well as any information that the AGENCY designates as sensitive.

c. Both PARTNER and the AGENCY must meet the requirements in Training and Employment Guidance letter (TEGL) 39-11, Guidance on the Handling and Protection of Personally Identifiable Information.
d. Each party shall keep all information that is exchanged between them in the strictest confidence and make sure information available to their respective employees is only on a "need-to-know" basis.
e. 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.
f. PARTNER agrees that information obtained under this 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.
g. Aggregate Summaries: All reports and/or publications developed by PARTNER 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.
h. Publication: Prior to publication, PARTNER 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.
i. 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.
j. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.
k. PARTNER shall notify the AGENCY of any actual or attempted information security incidents, within 24 hours of initial detection. 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. PARTNER shall cooperate with the AGENCY in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If PARTNER learns of a breach in the security of the system which contains confidential data obtained under this agreement, then PARTNER must provide notification to individuals pursuant to Civil Code Section 1798.82.
l. PARTNER 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 agreement. 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.

m. 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.
n. 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.
o. 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.
p. 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.
q. If the AGENCY or PARTNER enters into an agreement with a third-party to provide WIOA services, the AGENCY and PARTNER agree to include these data and security and confidentiality requirements in the contract, subcontract or agreement with that third-party. In no event, shall said information be disclosed to any individual outside of that third party's authorized staff, subagency(s), service agencies, or employees.
r. PARTNER shall ensure that it and all subagencies comply with the confidentiality requirements of this agreement and any other terms of this agreement that may be applicable. In addition, the following requirements must be adhered to by PARTNER and its subagencies:
    - All client information submitted over the Internet to PARTNER and/or subagency(s) databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Client's social security numbers must be stored in a separate database within PARTNER and/or subagency(s) network of servers and protected by a firewall and a secondary database server firewall or AES1 data encryption.
    - If an PARTNER and/or subagency(s) obtain confidential information, the agreement between PARTNER and its subagency(s) must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. In accordance with Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900, social security numbers and other client specific information shall not be retained for more than three years after a client completes services.
    - PARTNER and/or subagency(s) 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.
    - 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 PARTNER and/or subagency(s) services. Client information and/or demographic information

shall not be used for any purposes other than those specific program purposes set forth in PARTNER and subagency(s) agreement scope of services.

- 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.

CDBG-DR Subgrant Agreement - WANB - TERA

Final Audit Report 2024-12-12

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