

COUNTY OF MONTEREY STANDARD AGREEMENT

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Food Bank Monterey County

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 **GENERAL DESCRIPTION:**

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: food distribution

2.0 **PAYMENT PROVISIONS:**

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 160,000.00

3.0 **TERM OF AGREEMENT:**

3.01 The term of this Agreement is from January 1, 2022 to December 31, 2023, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 **SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:**

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: see page 10(a) for a list of Exhibits

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all 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, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

- 9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

- 9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR’s duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

Agreement Under \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Agreement Over \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers’ Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer’s Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers’ compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail

coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

Food Bank Monterey County

this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 **RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Lori A. Medina, DSS Director	Melissa Kendrick, Executive Director
Name and Title	Name and Title
1000 S. Main St., Suite 301, Salinas, CA 93901	353 W. Rossi St., Salinas, CA 93901
Address	Address
831-755-4430`	831-758-1523
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 Counterparts.

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 Form: Delivery by E-Mail or Facsimile.

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

***** THIS SECTION INTENTIONALLY LEFT BLANK *****

18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer
Date: _____
By: _____
Department Head (if applicable)
Date: _____

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: _____
DocuSigned by: Anne Brennon, County Counsel
County Counsel
Date: 11/10/2021 | 12:24 PM PST

Approved as to Fiscal Provisions

By: _____
DocuSigned by: Gary Giboney
Auditor/Controller
Date: 11/10/2021 | 1:09 PM PST

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: _____
Risk Management
Date: _____

CONTRACTOR

Food Bank Monterey County

By: _____
Contractor Business Name *
Susan Spiegel, President
8BFB4E0CD302453...
(Signature of Chair, President, or Vice-President)

Date: _____
Name and Title
11/9/2021 | 11:45 AM PST

By: _____
DocuSigned by: Kathleen Montero, CFO
7B99F94ABBDF497...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Date: _____
Name and Title
11/9/2021 | 12:04 PM PST

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

1 Approval by County Counsel is required

2 Approval by Auditor-Controller is required

3 Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

List of Exhibits

Food Bank Monterey County

Exhibit	A	Scope of Services/Payment Provisions
Exhibit	A-1	CAP Service Report
Exhibit	A-2	Child Support Referral Policy
Exhibit	A-3	Customer Evaluation Form
Exhibit	A-4	CAPLAW FAQ
Exhibit	B	DSS Additional Provisions
Exhibit	C	Budget
Exhibit	D	Invoice
Exhibit	E	HIPAA Certification
Exhibit	F	Lobbying Certification
Exhibit	G	Audit & Recovery of Overpayments

SCOPE OF SERVICES/PAYMENT PROVISIONS

FOOD BANK MONTEREY COUNTY

- A. TOTAL FUNDING:** \$80,000.00 CSBG 2022
 \$80,000.00 CSBG 2023
\$160,000.00 Total CSBG
 Federal Funds – Federal Catalog # 93.569
- B. CONTRACT TERM:** January 1, 2022 to December 31, 2023
- C. CONTACT INFORMATION:**
 County Contract Monitor: Monterey County Community Action Partnership (MCCAP)
 Denise R. Vienne, Management Analyst II
 1000 S. Main Street, Suite 301 Salinas, CA 93901
 Phone: (831) 755-4484 Fax: (831) 755-8477
 vienned@co.monterey.ca.us
- Contractor Information: Food Bank for Monterey County
 Melissa Kendrick, Executive Director
 353 West Rossi Salinas, CA 93901
 Phone: (831) 758-1523
 mkendrick@food4hungry.org
- Location of Services: The Food Bank for Monterey County distributes food to individuals and families through direct distribution programs and in partnership with a network of food pantries and non-profit agencies throughout Monterey County.
- D. SUBAWARD INFORMATION**
 CONTRACTOR DUNS Number: 786419960
 Date County Awarded Funding: October 15, 2021
 CFDA PASSTHROUGH INFORMATION AND DOLLAR AMOUNT: State of California Department of Community Services and Development CFDA #93.569 \$80,000; \$80,000,
 Federal Award Description: Community Services Block Grant: Administration for Children and Families, Department of Health and Human Services
 Research and Development: No
 Maximum Allowable Indirect Cost Rate: 10%
- E. BACKGROUND**
 The Food Bank for Monterey County began as a program of the Alliance on Aging in 1983 serving low-income senior citizens. Today the Food Bank for Monterey County is a certified Feeding America member food bank. Feeding America is a national network of food banks and the largest domestic hunger relief organization in the United States. Feeding America serves the entire United States through more than 200-member food banks that address hunger in all forms.
- The Food Bank for Monterey County is the county's largest provider of emergency supplemental food. Its mission is "to lead community efforts in the awareness and elimination

SCOPE OF SERVICES/PAYMENT PROVISIONS

of hunger in Monterey County.” The Food Bank solicits, collects, stores, and redistributes food to individuals and families, as well as nonprofit agencies that serve the aged, ill and needy. The Food Bank for Monterey County operates over 240 weekly and monthly direct distribution sites and stocks the emergency pantries of over 160 nonprofits within the 3,200 square miles that comprise Monterey County.

F. DESCRIPTION OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

F.1 FOOD ACCESS/FOOD PANTRY

F.1.1 CONTRACTOR shall provide “Food Access/Food Pantry” to low-income individuals and families living in all regions of Monterey County.

F.1.2 “Food Access/Food Pantry” services include but are not limited to:

F.1.2.a Food for programs that include countywide direct distributions, free farmers’ markets, mobile produce pantries, child weekend nutrition, direct delivery programs, and emergency pantries operated by over 160 local human service non-profits who are a part of the Nonprofit Partners Program.

F.1.3 Adequate delivery for this service shall be based on service counts delivered towards the following indicator set forth on the CAP Service Report (**Exhibit A-1**)

F.1.3.a SRV 5jj: Food Distribution.

G. CONTRACTOR RESPONSIBILITIES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to:

G.1 FEDERAL POVERTY GUIDELINE REQUIREMENTS: Target and document services for individuals and families living at or below **125%** of the most current Federal Poverty Guidelines issued through the Federal Register by the Department of Health and Human Services (HHS).

G.1.1 CONTRACTOR is responsible for updating and using the most up to date federal poverty guidelines.

G.1.2 CONTRACTOR must request and record client income documents and securely store and maintain client information.

G.2 EITC & VITA REQUIREMENTS: Inform clients of CSBG-funded programs, activities, or services about state and federal Earned Income Tax Credits (EITC). Refer eligible individuals and families to local Volunteer Income Tax Assistance (VITA) program providers for information and tax assistance.

G.3 CHILD SUPPORT REFERRAL REQUIREMENTS: Comply with CSBG statute regarding child support referral procedures. In accordance with CAP Child Support Referral Policy (**Exhibit A-2**) (CSBG Act, 42 U.S.C. § 9919(b)), CONTRACTOR will refer all custodial single-parent families who are clients of CSBG-funded programs to the Monterey County Department of Child Support Services in addition to providing custodial parents with the Child Support Referral Notice and Child Support Services forms.

G.4 COMMUNITY BENEFITS REFERRALS: As appropriate, provide information, referrals, application forms, and/or application assistance for mainstream benefits.

SCOPE OF SERVICES/PAYMENT PROVISIONS

- G.5 BILINGUAL REQUIREMENTS: Ensure service provision, and information about services, is provided in Spanish and English.
- G.6 CLIENT EVALUATION REQUIREMENTS: Provide service recipients with customer evaluation forms (**Exhibit A-3**) that can be sent directly, and confidentially, to MCCAP. MCCAP must receive no fewer than ten (10) customer evaluation forms per calendar year.
- G.7 NETWORK PARTICIPATION REQUIREMENTS: CONTRACTOR is member of the CSBG-funded MCCAP network. Members are expected to actively participate in network activities and mutually support client access, including client referrals, to network service providers. MCCAP Network Participation is defined as:
- G.7.1 Mandatory attendance at all bi-monthly MCCAP community circle meetings, CCC meetings.
 - G.7.2 Mandatory attendance at MCCAP special events and MCCAP's biennial community needs assessment (CNA) public hearing. Support CNA survey and research.
 - G.7.3 Promotion of the Monterey County CAP partnership by adding MCCAP logo to agency marketing materials.
 - G.7.4 Cooperative collaboration with the agencies within the MCCAP network.
 - G.7.5 VOLUNTARY participation in the Active Referral Network and Smart Referral Software for client access to services and resources.
- G.8 MONITORING REQUIREMENTS: Participate in annual monitoring activities conducted by MCCAP staff, MCCAP Commissioners, and California State CSBG program representatives. Monitoring may be conducted as a site-visit or desk review. Monitoring activities will review fiscal integrity, customer service, program management, and data collection & reporting. In accordance with this contract's signed Health Insurance Portability & Accountability Act (HIPAA) agreement (**Exhibit E**), CONTRACTOR will make client files available to authorized MCCAP staff and State of California CSBG program representatives as sample data to verify agency compliance with contract requirements and reported outcome data.
- G.9 WIOA REQUIREMENTS: CONTRACTORS part of the Community Action Partnership (CAP) network and/or who provide "employment and training activities carried out under the Community Services Block Grant Act" are required to participate in the local Workforce Innovation and Opportunity Act (WIOA) workforce system, or the One-Stop referral system, in accordance with the terms of the local memorandum of understanding (MOU) with the local workforce board. See **Exhibit A-4** CAPLAW FAQ WIOA. (WIOA, 29 U.S. Code §3151)
- G.10 ENSURING ADEQUATE COVID SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS: CONTRACTOR shall observe Executive Order 14042 in accordance with guidance issued by the Department of Community Service and Development (CSD) issued for all Community Service Block Grant recipients and service providers.
- G.11 SENATE BILL 1383 (September 2016): CONTRACTOR shall comply with all requirements of Food Recovery Organizations as mandated by SB 1383, Cal Recycle's regulations, and the COUNTY's implementing ordinance. CONTRACTOR shall maintain and provide COUNTY with reports of data as required by, and/or deemed by COUNTY as necessary for compliance with SB 1383, Cal Recycle's regulations, and the COUNTY's implementing ordinance.

SCOPE OF SERVICES/PAYMENT PROVISIONS

H. REPORTING INSTRUCTIONS & SUBMISSION

- H.1 CAP SERVICE REPORT: CONTRACTOR will report demographic, service and outcome data throughout the contract period using the Monterey County CAP Service Report (**Exhibit A-1**). Reporting may be required electronically and via software made available by MCCAP.
- H.1.1 Required CAP Service Reporting and Report deadlines:
- H.1.1.a TARGET GOALS: Upon contract initiation and prior to execution, set target goals for contracted services.
- H.1.1.b CAP CSBG MID-YEAR REPORT: Due July 10, 2022 and covers January 1, 2022 through June 30, 2022 and due July 10, 2023 and covers January 1, 2023 through June 30, 2023. Mid-year reports provide actual data on goals established at the start of the contract period and are used as a benchmark in contract monitoring.
- H.1.1.c CAP CSBG YEAR-END CLOSURE REPORT: Due January 10, 2023 and covers the entire January 1, 2022 through December 31, 2022 contract period and due January 10, 2024 and covers the entire January 1, 2023 through December 31, 2023 contract period. The closure report reports actual services and outcomes. Results are used to evaluate agency service provision and performance.
- H.1.2 Reported data must be supported by verifiable data collection and measurement methods, as well as backup documentation, that can be produced upon request.
- H.2 CUSTOMER EVALUATIONS: CONTRACTOR will ensure that no fewer than ten (10) customer evaluations per year are submitted directly to MCCAP by clients using the MCCAP Partner Agency Evaluation Form (**Exhibit A-3**), or other predetermined and MCCAP approved methods which can be customized by program.
- H.2.1 Evaluation requirements:
- H.2.1.a A minimum of five (5) evaluations due before July 10, 2022.
- H.2.1.b A minimum of five (5) additional evaluations due before January 10, 2023 for a total of ten 2022 calendar year evaluations.
- H.2.1.c A minimum of five (5) evaluations due before July 10, 2023.
- H.2.1.d A minimum of five (5) additional evaluations due before January 10, 2024 for a total of ten 2023 calendar year evaluations.
- H.2.2 CONTRACTOR will ensure completed evaluations are submitted directly to MCCAP by mutually agreed upon means or physically at: Monterey County Community Action Partnership 1000 S. Main Street, Ste. 301 Salinas, CA 93901
- H.3 CONTRACTOR shall maintain and provide COUNTY with reports of data as required by, and/or deemed by COUNTY as necessary for compliance with SB 1383, Cal Recycle regulations, and the COUNTY's implementing ordinance.

I. PAYMENT PROVISIONS

- I.1 COUNTY shall pay CONTRACTOR per the terms set forth in **Exhibit B**, DSS Additional Provisions, Section 1, PAYMENT BY COUNTY.

SCOPE OF SERVICES/PAYMENT PROVISIONS

I.2 2022 PAYMENT SUMMARY

Service	1/1/22 – 6/30/22	7/1/22 – 12/31/22	Total
Health & Social/Behavioral Development	\$48,000	\$32,000	\$80,000
Total	\$48,000	\$32,000	\$80,000

- I.2.1 The estimated payable by County to CONTRACTOR for the period January 1, 2022 through June 30, 2022 shall not exceed **forty-eight thousand dollars (\$48,000)**. Unused funds will roll-over to the remaining contract period beginning July 1, 2022.
- I.2.2 The total amount payable by County to CONTRACTOR for the period January 1, 2022 through December 31, 2022 shall not exceed **eighty thousand dollars (\$80,000) per Exhibit C**. CONTRACTOR will completely expend the balance of funding by November 30, 2022 unless expressly authorized by the County.
- I.2.3 CONTRACTOR will provide services throughout the contract term ending on December 31, 2022.

I.3 2023 CAP CSBG PAYMENT SUMMARY

Service	1/1/23 – 6/30/23	7/1/23 – 12/31/23	Total
Health & Social/Behavioral Development	\$48,000	\$32,000	\$80,000
Total	\$48,000	\$32,000	\$80,000

- I.3.1 The estimated payable by County to CONTRACTOR for the period January 1, 2023 through June 30, 2023 shall not exceed **forty-eight thousand (\$48,000)**. Unused funds will roll-over to the remaining contract period beginning July 1, 2023.
- I.3.2 The total amount payable by County to CONTRACTOR for the period January 1, 2023 through December 31, 2023 shall not exceed **thirty-two thousand (\$80,000) per Exhibit C**. CONTRACTOR will completely expend the balance of funding by November 30, 2023 unless expressly authorized by the County.
- I.3.3 CONTRACTOR will provide services throughout the contract term ending on December 31, 2023.
- I.4 The TOTAL amount payable by County to CONTRACTOR for the period of January 1, 2022 through December 31, 2023 shall not exceed **one-hundred sixty thousand dollars (\$160,000.00) per Exhibit C, Budget**. CONTRACTOR will provide services throughout the contract term ending on December 31, 2023.

J. INVOICING INSTRUCTIONS & SUBMISSION

- J.1 CONTRACTOR shall submit original signed monthly invoices and support documentation to the COUNTY no later than the 10th day of the month following the last day of the invoice month. The final November invoice for 2022 is due no later than December 10, 2022. The final 2023 November invoice is due no later than December 10, 2023.
- J.2 CONTRACTOR will provide services throughout the contract term ending on December 31, 2023. Funding under this Agreement, however, must be fully expended by November 30, 2023 unless special circumstances are expressly authorized by the County.
- J.3 Invoices will be submitted on the invoice template provided in **Exhibit D**.

SCOPE OF SERVICES/PAYMENT PROVISIONS

- J.4 All original invoices will be mailed to the County Contract Monitor unless otherwise instructed.

(The remainder of page is intentionally blank)

CAP Service Report

Name of Agency Reporting:

Food Bank Monterey County

CONTRACT INITIATION SECTION

Prior to the start of the contract period; proposed target goals for the contracted services must be completed in the following report. The following sections must be completed to initiate the contract.

A. COVER PAGE: Click the box of the service domain being addressed through this agreement.

Service Domain(s) to be addressed:

- | | |
|---|---|
| <input type="checkbox"/> Employment
<input type="checkbox"/> Education & Cognitive Development
<input type="checkbox"/> Income & Asset Building | <input checked="" type="checkbox"/> Health & Social/Behavioral Development
<input type="checkbox"/> Civic Engagement & Community Involvement
<input type="checkbox"/> Housing <input type="checkbox"/> Cross Domain Coordination |
|---|---|

B. GOALS: Review the National Performance Outcomes listed in this form and identify those that best fit the services and outcomes related to your agency and work performed under this contract. If no indicator appropriately matches your services, customized indicators can be written in under the "other" sections of the appropriate service domain. In the first column, insert the number of participants or units proposed to be served by the relevant program. In the second column, insert the number of participants or units proposed to achieve the indicator goal. In the third column, agencies must indicate a method of documentation that sets the metric to be used to determine the goal was met (i.e. pre- and post-tests, paystubs, case notes indicating marked improvement in the area indicated, bank statements, behavior matrix, etc.). Documentation methods may vary, but must be briefly described here.

D. SERVICE COUNTS: Review the Individual and Family Services listed in this form and identify those that best fit the services related to your agency and work performed under this contract. In the first column, insert the number of unduplicated participants proposed to be served by your program. Documentation methods may vary, but must be provided upon request.

CONTRACT REPORTING INSTRUCTIONS

MID YEAR REPORT SECTION - DUE 10th of Month (of mid-contract year)

A mid-year progress report is due on the 10th of the month following the first half of the contract year. This report will provide an update assessing the agency's current progress on the goals established at the start of the contract period and may be used in conjunction with the agency monitoring process. The report shall be completed online using the CSG software program of which your agency will be given up to 2 free licenses to access.

END OF YEAR REPORT SECTION - DUE 10th of Month (after contract term)

An end of year closure report is due on the 10th of the month following the end of the contract term. This report will provide a final outcomes report of the agency's performance to meet the goals established at the start of the contract period. Results may be used to evaluate agency and contractual service performance. The following sections must be completed in order to fully meet the requirements of the end of year report. The report shall be completed online using the CSG software program.

**Monterey County Community Action Partnership
Individual and Family National Performance Indicators (FNPI)
Food Bank Monterey County**

		I.) Target (#) of Participants to be Served in program(s)	II.) Target (#) to Attain Achievement	III.) Method of Documenting Achievement
FNPI 1	Employment Indicators (FNPI 1)			
FNPI 1a	The number of unemployed youth who obtained employment to gain skills or income.			
FNPI 1b	The number of unemployed adults who obtained employment (up to a living wage).			
FNPI 1c	The number of unemployed adults who obtained and maintained employment for at least 90 days (up to a living wage).			
FNPI 1d	The number of unemployed adults who obtained and maintained employment for at least 180 days (up to a living wage).			
FNPI 1e	The number of unemployed adults who obtained employment (with a living wage or higher).			
FNPI 1f	The number of unemployed adults who obtained and maintained employment for at least 90 days (with a living wage or higher).			
FNPI 1g	The number of unemployed adults who obtained and maintained employment for at least 180 days (with a living wage or higher).			
FNPI 1h	The number of employed participants in a career-advancement related program who entered or transitioned into a position that provided increased income and/or benefits.			
FNPI 1h.1	Of the above, the number of employed participants who increased income from employment through wage or salary amount increase.			
FNPI 1h.2	Of the above, the number of employed participants who increased income from employment through hours worked increase.			
FNPI 1h.3	Of the above, the number of employed participants who increased benefits related to employment.			
FNPI 1z	Other Employment Outcome Indicator (FNPI 1z)			
FNPI 1z.1	Other			
FNPI 1z.2	Other			
FNPI 1z.3	Other			
FNPI 2	Education and Cognitive Development (FNPI 2)	I.) Target (#) of Participants to be Served in program(s)	II.) Target (#) to Attain Achievement	III.) Method of Documenting Achievement
FNPI 2a	The number of children (0 to 5) who demonstrated improved emergent literacy skills.			
FNPI 2b	The number of children (0 to 5) who demonstrated skills for school readiness.			
FNPI 2c	The number of children and youth who demonstrated improved positive approaches toward learning, including improved attention skills. (auto total).	0	0	
FNPI 2c.1	Early Childhood Education (ages 0-5)			
FNPI 2c.2	1st grade-8th grade			
FNPI 2c.3	9th grade-12th grade			
FNPI 2d	The number of children and youth who are achieving at basic grade level (academic, social, and other school success skills). (auto total)	0	0	
FNPI 2d.1	Early Childhood Education (ages 0-5)			
FNPI 2d.2	1st grade-8th grade			
FNPI 2d.3	9th grade-12th grade			
FNPI 2e	The number of parents/caregivers who improved their home environments.			
FNPI 2f	The number of adults who demonstrated improved basic education.			
FNPI 2g	The number of individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma.			
FNPI 2h	The number of individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills.			
FNPI 2i	The number of individuals who obtained an Associate's degree.			
FNPI 2j	The number of individuals who obtained a Bachelor's degree.			
FNPI 2z	Other Education and Cognitive Development Outcome Indicator (FNPI 2z)			
FNPI 2z.1	Other			
FNPI 2z.2	Other			
FNPI 2z.3	Other			

		I.) Target (#) of Participants to be Served in program(s)	II.) Target (#) to Attain Achievement	III.) Method of Documenting Achievement
FNPI 3	Income and Asset Building (FNPI 3)			
FNPI 3a	The number of individuals who achieved and maintained capacity to meet basic needs for 90 days.			
FNPI 3b	The number of individuals who achieved and maintained capacity to meet basic needs for 180 days.			
FNPI 3c	The number of individuals who opened a savings account or IDA.			
FNPI 3d	The number of individuals who increased their savings.			
FNPI 3e	The number of individuals who used their savings to purchase an asset.			
FNPI 3e.1	Of the above, the number of individuals who purchased a home.			
FNPI 3f	The number of individuals who improved their credit scores.			
FNPI 3g	The number of individuals who increased their net worth.			
FNPI 3h	The number of individuals engaged with the Community Action Agency who report improved financial well-being.			
FNPI 3z	Other Income and Asset Building Outcome Indicator (FNPI 3z)			
FNPI 3z.1	Other			
FNPI 3z.2	Other			
FNPI 3z.3	Other			
FNPI 4	Housing (FNPI 4)	I.) Target (#) of Participants to be Served in program(s)	II.) Target (#) to Attain Achievement	III.) Method of Documenting Achievement
FNPI 4a	The number of households experiencing homelessness who obtained safe temporary shelter.			
FNPI 4b	The number of households who obtained safe and affordable housing.			
FNPI 4c	The number of households who maintained safe and affordable housing for 90 days.			
FNPI 4d	The number of households who maintained safe and affordable housing for 180 days.			
FNPI 4e	The number of households who avoided eviction.			
FNPI 4f	The number of households who avoided foreclosure.			
FNPI 4g	The number of households who experienced improved health and safety due to improvements within their home (e.g. reduction or elimination of lead, radon, carbon dioxide and/or fire hazards or electrical issues, etc).			
FNPI 4h	The number of households with improved energy efficiency and/or energy burden reduction in their homes.			
FNPI 4z	Other Housing Outcome Indicator (FNPI 4z)			
FNPI 4z.1	Other			
FNPI 4z.2	Other			
FNPI 4z.3	Other			

		I.) Target (#) of Participants to be Served in program(s)	II.) Target (#) to Attain Achievement	III.) Method of Documenting Achievement
FNPI 5	Health and Social/Behavioral Development (FNPI 5)			
FNPI 5a	The number of individuals who demonstrated increased nutrition skills (e.g. cooking, shopping, and growing food).			
FNPI 5b	The number of individuals who demonstrated improved physical health and well-being.			
FNPI 5c	The number of individuals who demonstrated improved mental and behavioral health and well-being.			
FNPI 5d	The number of individuals who improved skills related to the adult role of parents/ caregivers.			
FNPI 5e	The number of parents/caregivers who demonstrated increased sensitivity and responsiveness in their interactions with their children.			
FNPI 5f	The number of seniors (65+) who maintained an independent living situation.			
FNPI 5g	The number of individuals with disabilities who maintained an independent living situation.			
FNPI 5h	The number of individuals with chronic illness who maintained an independent living situation.			
FNPI 5i	The number of individuals with no recidivating event for six months.			
FNPI 5i.1	Youth (ages 14-17)			
FNPI 5i.2	Adults (ages 18+)			
FNPI 5z	Other Health and Social/Behavioral Development Outcome Indicator (FNPI 5z)			
FNPI 5z.1	Other			
FNPI 5z.2	Other			
FNPI 5z.3	Other			
FNPI 6	Civic Engagement and Community Involvement Indicators (FNPI 6)	I.) Target (#) of Participants to be Served in program(s)	II.) Target (#) to Attain Achievement	III.) Method of Documenting Achievement
FNPI 6a	The number of Community Action program participants who increased skills, knowledge, and abilities to enable them to work with Community Action to improve conditions in the community.			
FNPI 6a.1	Of the above, the number of Community Action program participants who improved their leadership skills.			
FNPI 6a.2	Of the above, the number of Community Action program participants who improved their social networks.			
FNPI 6a.3	Of the above, the number of Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage.			
FNPI 6z	Other Civic Engagement and Community Involvement Outcome Indicator (FNPI 6z)			
FNPI 6z.1	Other			
FNPI 6z.2	Other			
FNPI 6z.3	Other			
FNPI 7	Outcomes Across Multiple Domains (FNPI 7)	I.) Target (#) of Participants to be Served in program(s)	II.) Target (#) to Attain Achievement	III.) Method of Documenting Achievement
FNPI 7a	The number of individuals who achieved one or more outcomes as identified by the National Performance Indicators in various domains.			
FNPI 7z	Other Outcome Indicator (FNPI 7z)			
FNPI 7z.1	Other			
FNPI 7z.2	Other			
FNPI 7z.3	Other			

**Monterey County Community Action Partnership
Individual and Family National Performance Indicators (FNPI)
Food Bank Monterey County**

		I.) Target (#) of Participants to be Served in program(s)	II.) Target (#) to Attain Achievement	III.) Method of Documenting Achievement
FNPI 1	Employment Indicators (FNPI 1)			
FNPI 1a	The number of unemployed youth who obtained employment to gain skills or income.			
FNPI 1b	The number of unemployed adults who obtained employment (up to a living wage).			
FNPI 1c	The number of unemployed adults who obtained and maintained employment for at least 90 days (up to a living wage).			
FNPI 1d	The number of unemployed adults who obtained and maintained employment for at least 180 days (up to a living wage).			
FNPI 1e	The number of unemployed adults who obtained employment (with a living wage or higher).			
FNPI 1f	The number of unemployed adults who obtained and maintained employment for at least 90 days (with a living wage or higher).			
FNPI 1g	The number of unemployed adults who obtained and maintained employment for at least 180 days (with a living wage or higher).			
FNPI 1h	The number of employed participants in a career-advancement related program who entered or transitioned into a position that provided increased income and/or benefits.			
FNPI 1h.1	Of the above, the number of employed participants who increased income from employment through wage or salary amount increase.			
FNPI 1h.2	Of the above, the number of employed participants who increased income from employment through hours worked increase.			
FNPI 1h.3	Of the above, the number of employed participants who increased benefits related to employment.			
FNPI 1z	Other Employment Outcome Indicator (FNPI 1z)			
FNPI 1z.1	Other			
FNPI 1z.2	Other			
FNPI 1z.3	Other			
FNPI 2	Education and Cognitive Development (FNPI 2)	I.) Target (#) of Participants to be Served in program(s)	II.) Target (#) to Attain Achievement	III.) Method of Documenting Achievement
FNPI 2a	The number of children (0 to 5) who demonstrated improved emergent literacy skills.			
FNPI 2b	The number of children (0 to 5) who demonstrated skills for school readiness.			
FNPI 2c	The number of children and youth who demonstrated improved positive approaches toward learning, including improved attention skills. (auto total).	0	0	
FNPI 2c.1	Early Childhood Education (ages 0-5)			
FNPI 2c.2	1st grade-8th grade			
FNPI 2c.3	9th grade-12th grade			
FNPI 2d	The number of children and youth who are achieving at basic grade level (academic, social, and other school success skills). (auto total)	0	0	
FNPI 2d.1	Early Childhood Education (ages 0-5)			
FNPI 2d.2	1st grade-8th grade			
FNPI 2d.3	9th grade-12th grade			
FNPI 2e	The number of parents/caregivers who improved their home environments.			
FNPI 2f	The number of adults who demonstrated improved basic education.			
FNPI 2g	The number of individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma.			
FNPI 2h	The number of individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills.			
FNPI 2i	The number of individuals who obtained an Associate's degree.			
FNPI 2j	The number of individuals who obtained a Bachelor's degree.			
FNPI 2z	Other Education and Cognitive Development Outcome Indicator (FNPI 2z)			
FNPI 2z.1	Other			
FNPI 2z.2	Other			
FNPI 2z.3	Other			

		I.) Target (#) of Participants to be Served in program(s)	II.) Target (#) to Attain Achievement	III.) Method of Documenting Achievement
FNPI 3	Income and Asset Building (FNPI 3)			
FNPI 3a	The number of individuals who achieved and maintained capacity to meet basic needs for 90 days.			
FNPI 3b	The number of individuals who achieved and maintained capacity to meet basic needs for 180 days.			
FNPI 3c	The number of individuals who opened a savings account or IDA.			
FNPI 3d	The number of individuals who increased their savings.			
FNPI 3e	The number of individuals who used their savings to purchase an asset.			
FNPI 3e.1	Of the above, the number of individuals who purchased a home.			
FNPI 3f	The number of individuals who improved their credit scores.			
FNPI 3g	The number of individuals who increased their net worth.			
FNPI 3h	The number of individuals engaged with the Community Action Agency who report improved financial well-being.			
FNPI 3z	Other Income and Asset Building Outcome Indicator (FNPI 3z)			
FNPI 3z.1	Other			
FNPI 3z.2	Other			
FNPI 3z.3	Other			
		I.) Target (#) of Participants to be Served in program(s)	II.) Target (#) to Attain Achievement	III.) Method of Documenting Achievement
FNPI 4	Housing (FNPI 4)			
FNPI 4a	The number of households experiencing homelessness who obtained safe temporary shelter.			
FNPI 4b	The number of households who obtained safe and affordable housing.			
FNPI 4c	The number of households who maintained safe and affordable housing for 90 days.			
FNPI 4d	The number of households who maintained safe and affordable housing for 180 days.			
FNPI 4e	The number of households who avoided eviction.			
FNPI 4f	The number of households who avoided foreclosure.			
FNPI 4g	The number of households who experienced improved health and safety due to improvements within their home (e.g. reduction or elimination of lead, radon, carbon dioxide and/or fire hazards or electrical issues, etc).			
FNPI 4h	The number of households with improved energy efficiency and/or energy burden reduction in their homes.			
FNPI 4z	Other Housing Outcome Indicator (FNPI 4z)			
FNPI 4z.1	Other			
FNPI 4z.2	Other			
FNPI 4z.3	Other			

		I.) Target (#) of Participants to be Served in program(s)	II.) Target (#) to Attain Achievement	III.) Method of Documenting Achievement
FNPI 5	Health and Social/Behavioral Development (FNPI 5)			
FNPI 5a	The number of individuals who demonstrated increased nutrition skills (e.g. cooking, shopping, and growing food).			
FNPI 5b	The number of individuals who demonstrated improved physical health and well-being.			
FNPI 5c	The number of individuals who demonstrated improved mental and behavioral health and well-being.			
FNPI 5d	The number of individuals who improved skills related to the adult role of parents/ caregivers.			
FNPI 5e	The number of parents/caregivers who demonstrated increased sensitivity and responsiveness in their interactions with their children.			
FNPI 5f	The number of seniors (65+) who maintained an independent living situation.			
FNPI 5g	The number of individuals with disabilities who maintained an independent living situation.			
FNPI 5h	The number of individuals with chronic illness who maintained an independent living situation.			
FNPI 5i	The number of individuals with no recidivating event for six months.			
FNPI 5i.1	Youth (ages 14-17)			
FNPI 5i.2	Adults (ages 18+)			
FNPI 5z	Other Health and Social/Behavioral Development Outcome Indicator (FNPI 5z)			
FNPI 5z.1	Other			
FNPI 5z.2	Other			
FNPI 5z.3	Other			
FNPI 6	Civic Engagement and Community Involvement Indicators (FNPI 6)	I.) Target (#) of Participants to be Served in program(s)	II.) Target (#) to Attain Achievement	III.) Method of Documenting Achievement
FNPI 6a	The number of Community Action program participants who increased skills, knowledge, and abilities to enable them to work with Community Action to improve conditions in the community.			
FNPI 6a.1	Of the above, the number of Community Action program participants who improved their leadership skills.			
FNPI 6a.2	Of the above, the number of Community Action program participants who improved their social networks.			
FNPI 6a.3	Of the above, the number of Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage.			
FNPI 6z	Other Civic Engagement and Community Involvement Outcome Indicator (FNPI 6z)			
FNPI 6z.1	Other			
FNPI 6z.2	Other			
FNPI 6z.3	Other			
FNPI 7	Outcomes Across Multiple Domains (FNPI 7)	I.) Target (#) of Participants to be Served in program(s)	II.) Target (#) to Attain Achievement	III.) Method of Documenting Achievement
FNPI 7a	The number of individuals who achieved one or more outcomes as identified by the National Performance Indicators in various domains.			
FNPI 7z	Other Outcome Indicator (FNPI 7z)			
FNPI 7z.1	Other			
FNPI 7z.2	Other			
FNPI 7z.3	Other			

**Monterey County Community Action Partnership
Individual and Family National Performance Indicators (FNPI)**

Food Bank Monterey County

		Contract Initiation	Contract Initiation	Mid-Year Report	Mid-Year Report	Final Report	Final Report	Final Report	Final Report
		I.) Target (#) of Participants to be Served in program(s)	II.) Target (#) to Attain Achievement	III.) Mid-Year Results (#) Number of Participants Served	IV.) Mid-Year Results (#) Number of Participants Attain Achievement	V.) Final Results (#) Number of Participants Served	VI.) Final Results (#) Number of Participants Attain Achievement	VII.) Percentage Achieving Outcome [VI/V = VII] (% auto calculated)	VIII.) Performance Target Accuracy [VI/II = VIII] (% auto calculated)
FNPI 1	Employment Indicators (FNPI 1)								
FNPI 1a	The number of unemployed youth who obtained employment to gain skills or income.	0	0						
FNPI 1b	The number of unemployed adults who obtained employment (up to a living wage).	0	0						
FNPI 1c	The number of unemployed adults who obtained and maintained employment for at least 90 days (up to a living wage).	0	0						
FNPI 1d	The number of unemployed adults who obtained and maintained employment for at least 180 days (up to a living wage).	0	0						
FNPI 1e	The number of unemployed adults who obtained employment (with a living wage or higher).	0	0						
FNPI 1f	The number of unemployed adults who obtained and maintained employment for at least 90 days (with a living wage or higher).	0	0						
FNPI 1g	The number of unemployed adults who obtained and maintained employment for at least 180 days (with a living wage or higher).	0	0						
FNPI 1h	The number of employed participants in a career-advancement related program who entered or transitioned into a position that provided increased income and/or benefits.	0	0						
FNPI 1h.1	Of the above, the number of employed participants who increased income from employment through wage or salary amount increase.	0	0						
FNPI 1h.2	Of the above, the number of employed participants who increased income from employment through hours worked increase.	0	0						
FNPI 1h.3	Of the above, the number of employed participants who increased benefits related to employment.	0	0						
FNPI 1z	Other Employment Outcome Indicator (FNPI 1z)								
FNPI 1z.1	Other	0	0						
FNPI 1z.2	Other	0	0						
FNPI 1z.3	Other	0	0						
FNPI 2	Education and Cognitive Development (FNPI 2)								
FNPI 2a	The number of children (0 to 5) who demonstrated improved emergent literacy skills.	0	0						
FNPI 2b	The number of children (0 to 5) who demonstrated skills for school readiness.	0	0						
FNPI 2c	The number of children and youth who demonstrated improved positive approaches toward learning, including improved attention skills. (auto total).	0	0	0	0	0	0		
FNPI 2c.1	Early Childhood Education (ages 0-5)	0	0						
FNPI 2c.2	1st grade-8th grade	0	0						
FNPI 2c.3	9th grade-12th grade	0	0						
FNPI 2d	The number of children and youth who are achieving at basic grade level (academic, social, and other school success skills). (auto total)	0	0	0	0	0	0		
FNPI 2d.1	Early Childhood Education (ages 0-5)	0	0						
FNPI 2d.2	1st grade-8th grade	0	0						
FNPI 2d.3	9th grade-12th grade	0	0						
FNPI 2e	The number of parents/caregivers who improved their home environments.	0	0						
FNPI 2f	The number of adults who demonstrated improved basic education.	0	0						
FNPI 2g	The number of individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma.	0	0						
FNPI 2h	The number of individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills.	0	0						
FNPI 2i	The number of individuals who obtained an Associate's degree.	0	0						
FNPI 2j	The number of individuals who obtained a Bachelor's degree.	0	0						
FNPI 2z	Other Education and Cognitive Development Outcome Indicator (FNPI 2z)								
FNPI 2z.1	Other	0	0						
FNPI 2z.2	Other	0	0						
FNPI 2z.3	Other	0	0						

		I.) Target (#) of Participants to be Served in program(s)	II.) Target (#) to Attain Achievement	III.) Mid-Year Results (#) Number of Participants Served	IV.) Mid-Year Results (#) Number of Participants Attain Achievement	V.) Final Results (#) Number of Participants Served	VI.) Final Results (#) Number of Participants Attain Achievement	VII.) Percentage Achieving Outcome [VI/V = VII] (% auto calculated)	VIII.) Performance Target Accuracy [VI/II = VIII] (% auto calculated)	
FNPI 3	Income and Asset Building (FNPI 3)									
FNPI 3a	The number of individuals who achieved and maintained capacity to meet basic needs for 90 days.	0	0							
FNPI 3b	The number of individuals who achieved and maintained capacity to meet basic needs for 180 days.	0	0							
FNPI 3c	The number of individuals who opened a savings account or IDA.	0	0							
FNPI 3d	The number of individuals who increased their savings.	0	0							
FNPI 3e	The number of individuals who used their savings to purchase an asset.	0	0							
FNPI 3e.1	Of the above, the number of individuals who purchased a home.	0	0							
FNPI 3f	The number of individuals who improved their credit scores.	0	0							
FNPI 3g	The number of individuals who increased their net worth.	0	0							
FNPI 3h	The number of individuals engaged with the Community Action Agency who report improved financial well-being.	0	0							
FNPI 3z	Other Income and Asset Building Outcome Indicator (FNPI 3z)									
FNPI 3z.1	Other	0	0							
FNPI 3z.2	Other	0	0							
FNPI 3z.3	Other	0	0							
		I.) Target (#) of Participants to be Served in program(s)	II.) Target (#) to Attain Achievement	III.) Mid-Year Results (#) Number of Participants Served	IV.) Mid-Year Results (#) Number of Participants Attain Achievement	V.) Final Results (#) Number of Participants Served	VI.) Final Results (#) Number of Participants Attain Achievement	VII.) Percentage Achieving Outcome [VI/V = VII] (% auto calculated)	VIII.) Performance Target Accuracy [VI/II = VIII] (% auto calculated)	
FNPI 4	Housing (FNPI 4)									
FNPI 4a	The number of households experiencing homelessness who obtained safe temporary shelter.	0	0							
FNPI 4b	The number of households who obtained safe and affordable housing.	0	0							
FNPI 4c	The number of households who maintained safe and affordable housing for 90 days.	0	0							
FNPI 4d	The number of households who maintained safe and affordable housing for 180 days.	0	0							
FNPI 4e	The number of households who avoided eviction.	0	0							
FNPI 4f	The number of households who avoided foreclosure.	0	0							
FNPI 4g	The number of households who experienced improved health and safety due to improvements within their home (e.g. reduction or elimination of lead, radon, carbon dioxide and/or fire hazards or electrical issues, etc).	0	0							
FNPI 4h	The number of households with improved energy efficiency and/or energy burden reduction in their homes.	0	0							
FNPI 4z	Other Housing Outcome Indicator (FNPI 4z)									
FNPI 4z.1	Other	0	0							
FNPI 4z.2	Other	0	0							
FNPI 4z.3	Other	0	0							
		I.) Target (#) of Participants to be Served in program(s)	II.) Target (#) to Attain Achievement	III.) Mid-Year Results (#) Number of Participants Served	IV.) Mid-Year Results (#) Number of Participants Attain Achievement	V.) Final Results (#) Number of Participants Served	VI.) Final Results (#) Number of Participants Attain Achievement	VII.) Percentage Achieving Outcome [VI/V = VII] (% auto calculated)	VIII.) Performance Target Accuracy [VI/II = VIII] (% auto calculated)	
FNPI 5	Health and Social/Behavioral Development (FNPI 5)									
FNPI 5a	The number of individuals who demonstrated increased nutrition skills (e.g. cooking, shopping, and growing food).	0	0							
FNPI 5b	The number of individuals who demonstrated improved physical health and well-being.	0	0							
FNPI 5c	The number of individuals who demonstrated improved mental and behavioral health and well-being.	0	0							
FNPI 5d	The number of individuals who improved skills related to the adult role of parents/ caregivers.	0	0							
FNPI 5e	The number of parents/caregivers who demonstrated increased sensitivity and responsiveness in their interactions with their children.	0	0							
FNPI 5f	The number of seniors (65+) who maintained an independent living situation.	0	0							
FNPI 5g	The number of individuals with disabilities who maintained an independent living situation.	0	0							
FNPI 5h	The number of individuals with chronic illness who maintained an independent living situation.	0	0							
FNPI 5i	The number of individuals with no recidivating event for six months.	0	0							
FNPI 5i.1	Youth (ages 14-17)	0	0							
FNPI 5i.2	Adults (ages 18+)	0	0							
FNPI 5z	Other Health and Social/Behavioral Development Outcome Indicator (FNPI 5z)									
FNPI 5z.1	Other	0	0							
FNPI 5z.2	Other	0	0							
FNPI 5z.3	Other	0	0							

		I.) Target (#) of Participants to be Served in program(s)	II.) Target (#) to Attain Achievement	III.) Mid-Year Results (#) Number of Participants Served	IV.) Mid-Year Results (#) Number of Participants Attain Achievement	V.) Final Results (#) Number of Participants Served	VI.) Final Results (#) Number of Participants Attain Achievement	VII.) Percentage Achieving Outcome [V/IV = VII] (% auto calculated)	VIII.) Performance Target Accuracy [V/II = VIII] (% auto calculated)	
FNPI 6	Civic Engagement and Community Involvement Indicators (FNPI 6)									
FNPI 6a	The number of Community Action program participants who increased skills, knowledge, and abilities to enable them to work with Community Action to improve conditions in the community.	0	0							
FNPI 6a.1	Of the above, the number of Community Action program participants who improved their leadership skills.	0	0							
FNPI 6a.2	Of the above, the number of Community Action program participants who improved their social networks.	0	0							
FNPI 6a.3	Of the above, the number of Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage.	0	0							
FNPI 6z	Other Civic Engagement and Community Involvement Outcome Indicator (FNPI 6z)									
FNPI 6z.1	Other	0	0							
FNPI 6z.2	Other	0	0							
FNPI 6z.3	Other	0	0							
FNPI 7	Outcomes Across Multiple Domains (FNPI 7)									
FNPI 7a	The number of individuals who achieved one or more outcomes as identified by the National Performance Indicators in various domains.	0	0							
FNPI 7z	Other Outcome Indicator (FNPI 7z)									
FNPI 7z.1	Other	0	0							
FNPI 7z.2	Other	0	0							
FNPI 7z.3	Other	0	0							

Monterey County Community Action Partnership Individual and Family (SRV) Service Counts				
SRV 1	Employment Services (SRV 1)	I.) Projected Number of Individuals to be Served (#)	II.) Mid-Year Progress of Individuals Served (#)	III.) Total Unduplicated Number Served (#)
SRV 1a-f	Skills Training and Opportunities for Experience (SRV 1a-f)			
SRV 1a	Vocational Training			
SRV 1b	On-the-Job and other Work Experience			
SRV 1c	Youth Summer Work Placements			
SRV 1d	Apprenticeship/Internship			
SRV 1e	Self-Employment Skills Training			
SRV 1f	Job Readiness Training			
SRV 1g-h	Career Counseling (SRV 1g-h)			
SRV 1g	Workshops			
SRV 1h	Coaching			
SRV 1i-n	Job Search (SRV 1i-n)			
SRV 1i	Coaching			
SRV 1j	Resume Development			
SRV 1k	Interview Skills Training			
SRV 1l	Job Referrals			
SRV 1m	Job Placements			
SRV 1n	Pre-employment physicals, background checks, etc.			
SRV 1o-p	Post Employment Supports (SRV 1o-p)			
SRV 1o	Coaching			
SRV 1p	Interactions with employers			
SRV 1q-q	Employment Supplies (SRV 1q)			
SRV 1q	Employment Supplies			
SRV 2	Education and Cognitive Development Services (SRV 2)	I.) Projected Number of Individuals to be Served (#)	II.) Mid-Year Progress of Individuals Served (#)	III.) Total Unduplicated Number Served (#)
SRV 2a-j	Child/Young Adult Education Programs (SRV 2a-j)			
SRV 2a	Early Head Start			
SRV 2b	Head Start			
SRV 2c	Other Early-Childhood (0-5 yr. old) Education			
SRV 2d	K-12 Education			
SRV 2e	K-12 Support Services			
SRV 2f	Financial Literacy Education			
SRV 2g	Literacy/English Language Education			
SRV 2h	College-Readiness Preparation/Support			
SRV 2i	Other Post Secondary Preparation			
SRV 2j	Other Post Secondary Support			
SRV 2k-k	School Supplies (SRV 2k)			
SRV 2k	School Supplies			
SRV 2l-q	Extra-curricular Programs (SRV 2l-q)			
SRV 2l	Before and After School Activities			
SRV 2m	Summer Youth Recreational Activities			
SRV 2n	Summer Education Programs			
SRV 2o	Behavior Improvement Programs (attitude, self-esteem, Dress-for-Success, etc.)			
SRV 2p	Mentoring			
SRV 2q	Leadership Training			
SRV 2r-z	Adult Education Programs (SRV 2r-z)			
SRV 2r	Adult Literacy Classes			
SRV 2s	English Language Classes			
SRV 2t	Basic Education Classes			
SRV 2u	High School Equivalency Classes			
SRV 2v	Leadership Training			
SRV 2w	Parenting Supports (may be a part of the early childhood programs identified above)			
SRV 2x	Applied Technology Classes			
SRV 2y	Post-Secondary Education Preparation			
SRV 2z	Financial Literacy Education			

SRV 2aa-aa	Post-Secondary Education Supports (SRV 2aa)			
SRV 2aa	College applications, text books, computers, etc.			
SRV 2bb-bb	Financial Aid Assistance (SRV 2bb)			
SRV 2bb	Scholarships			
SRV 2cc-cc	Home Visits (SRV 2cc)			
SRV 2cc	Home Visits			
SRV 3	Income and Asset Building Services (SRV 3)	I.) Projected Number of Individuals to be Served (#)	II.) Mid-Year Progress of Individuals Served (#)	III.) Total Unduplicated Number Served (#)
SRV 3a-f	Training and Counseling Services (SRV 3a-f)			
SRV 3a	Financial Capability Skills Training			
SRV 3b	Financial Coaching/Counseling			
SRV 3c	Financial Management Programs (including budgeting, credit management, credit repair, credit counseling, etc.)			
SRV 3d	First-time Homebuyer Counseling			
SRV 3e	Foreclosure Prevention Counseling			
SRV 3f	Small Business Start-Up and Development Counseling Sessions/Classes			
SRV 3g-l	Benefit Coordination and Advocacy (SRV 3g-l)			
SRV 3g	Child Support Payments			
SRV 3h	Health Insurance			
SRV 3i	Social Security/SSI Payments			
SRV 3j	Veteran's Benefits			
SRV 3k	TANF Benefits			
SRV 3l	SNAP Benefits			
SRV 3m-o	Asset Building (SRV 3m-o)			
SRV 3m	Saving Accounts/IDAs and other asset building accounts			
SRV 3n	Other financial products (IRA accounts, MyRA, other retirement accounts, etc.)			
SRV 3o	VITA, EITC, or Other Tax Preparation programs			
SRV 3p-q	Loans And Grants (SRV 3p-q)			
SRV 3p	Micro-loans			
SRV 3q	Business incubator/business development loans			
SRV 4	Housing Services (SRV 4)	I.) Projected Number of Individuals to be Served (#)	II.) Mid-Year Progress of Individuals Served (#)	III.) Total Unduplicated Number Served (#)
SRV 4a-e	Housing Payment Assistance (SRV 4a-e)			
SRV 4a	Financial Capability Skill Training			
SRV 4b	Financial Coaching/Counseling			
SRV 4c	Rent Payments (includes Emergency Rent Payments)			
SRV 4d	Deposit Payments			
SRV 4e	Mortgage Payments (includes Emergency Mortgage Payments)			
SRV 4f-h	Eviction Prevention Services (SRV 4f-h)			
SRV 4f	Eviction Counseling			
SRV 4g	Landlord/Tenant Mediations			
SRV 4h	Landlord/Tenant Rights Education			
SRV 4i-l	Utility Payment Assistance (SRV 4i-l)			
SRV 4i	Utility Payments (LIHEAP-includes Emergency Utility Payments)			
SRV 4j	Utility Deposits			
SRV 4k	Utility Arrears Payments			
SRV 4l	Level Billing Assistance			
SRV 4m-p	Housing Placement/Rapid Re-housing (SRV 4m-p)			
SRV 4m	Temporary Housing Placement (includes Emergency Shelters)			
SRV 4n	Transitional Housing Placements			
SRV 4o	Permanent Housing Placements			
SRV 4p	Rental Counseling			
SRV 4q-q	Housing Maintenance & Improvements (SRV 4q-q)			
SRV 4q	Home Repairs (e.g. structural, appliance, heating systems. etc.) (Including Emergency Home Repairs)			
SRV 4r-t	Weatherization Services (SRV 4r-t)			
SRV 4r	Independent-living Home Improvements (e.g. ramps, tub and shower grab bars, handicap accessible modifications, etc.)			
SRV 4s	Healthy Homes Services(e.g. reduction or elimination of lead, radon, carbon dioxide and/or fire hazards or electrical issues, etc.)			
SRV 4t	Energy Efficiency Improvements (e.g. insulation, air sealing, furnace repair, etc.)			

SRV 5	Health and Social/Behavioral Development Services (SRV 5)	I.) Projected Number of Individuals to be Served (#)	II.) Mid-Year Progress of Individuals Served (#)	III.) Total Unduplicated Number Served (#)
SRV 5a-j	Health Services, Screening and Assessments (SRV 5a-j)			
SRV 5a	Immunizations			
SRV 5b	Physicals			
SRV 5c	Developmental Delay Screening			
SRV 5d	Vision Screening			
SRV 5e	Prescription Payments			
SRV 5f	Doctor Visit Payments			
SRV 5g	Maternal/Child Health			
SRV 5h	Nursing Care Sessions			
SRV 5i	In-Home Affordable Seniors/Disabled Care Sessions (Nursing, Chores, Personal Care Services)			
SRV 5j	Health Insurance Options Counseling			
SRV 5k-o	Reproductive Health Services (SRV 5k-o)			
SRV 5k	Coaching Sessions			
SRV 5l	Family Planning Classes			
SRV 5m	Contraceptives			
SRV 5n	STI/HIV Prevention Counseling Sessions			
SRV 5o	STI/HIV Screenings			
SRV 5p-q	Wellness Education (SRV 5p-q)			
SRV 5p	Wellness Classes (stress reduction, medication management, mindfulness, etc.)			
SRV 5q	Exercise/Fitness			
SRV 5r-x	Mental/Behavioral Health (SRV 5r-x)			
SRV 5r	Detoxification Sessions			
SRV 5s	Substance Abuse Screenings			
SRV 5t	Substance Abuse Counseling			
SRV 5u	Mental Health Assessments			
SRV 5v	Mental Health Counseling			
SRV 5w	Crisis Response/Call-In Responses			
SRV 5x	Domestic Violence Programs			
SRV 5y-aa	Support Groups (SRV 5y-aa)			
SRV 5y	Substance Abuse Support Group Meetings			
SRV 5z	Domestic Violence Support Group Meetings			
SRV 5aa	Mental Health Support Group Meeting			
SRV 5bb-ee	Dental Services, Screenings and Exams (SRV 5bb-ee)			
SRV 5bb	Adult Dental Screening/Exams			
SRV 5cc	Adult Dental Services (including Emergency Dental Procedures)			
SRV 5dd	Child Dental Screenings/Exams			
SRV 5ee	Child Dental Services (including Emergency Dental Procedures)			
SRV 5ff-jj	Nutrition and Food/Meals (SRV 5ff-jj)			
SRV 5ff	Skills Classes (Gardening, Cooking, Nutrition)			
SRV 5gg	Community Gardening Activities			
SRV 5hh	Incentives (e.g. gift card for food preparation, rewards for participation, etc.)			
SRV 5ii	Prepared Meals			
SRV 5jj	Food Distribution (Food Bags/Boxes, Food Share Program, Bags of Groceries)	50000		
SRV 5kk-mm	Family Skills Development (SRV 5kk-mm)			
SRV 5kk	Family Mentoring Sessions			
SRV 5ll	Life Skills Coaching Sessions			
SRV 5mm	Parenting Classes			
SRV 5nn-oo	Emergency Hygiene Assistance (SRV 5nn-oo)			
SRV 5nn	Kits/boxes			
SRV 5oo	Hygiene Facility Utilizations (e.g. showers, toilets, sinks)			

SRV 6	Civic Engagement and Community Involvement Services (SRV 6)	I.) Projected Number of Individuals to be Served (#)	II.) Mid-Year Progress of Individuals Served (#)	III.) Total Unduplicated Number Served (#)
SRV 6a-f	Civic Engagement and Community Involvement Services (SRV 6a-f)			
SRV 6a	Voter Education and Access			
SRV 6b	Leadership Training			
SRV 6c	Tri-partite Board Membership			
SRV 6d	Citizenship Classes			
SRV 6e	Getting Ahead Classes			
SRV 6f	Volunteer Training			
SRV 7	Services Supporting Multiple Domains (SRV 7)	I.) Projected Number of Individuals to be Served (#)	II.) Mid-Year Progress of Individuals Served (#)	III.) Total Unduplicated Number Served (#)
SRV 7a-a	Case Management (SRV 7a)			
SRV 7a	Case Management			
SRV 7b-b	Eligibility Determinations (SRV 7b)			
SRV 7b	Eligibility Determinations			
SRV 7c-c	Referrals (SRV 7c)			
SRV 7c	Referrals			
SRV 7d-d	Transportation Services (SRV 7d)			
SRV 7d	Transportation Services (e.g. bus passes, bus transport, support for auto purchase or repair; including emergency services)			
SRV 7e-f	Childcare (SRV 7e-f)			
SRV 7e	Child Care subsidies			
SRV 7f	Child Care payments			
SRV 7g-g	Eldercare (SRV 7g)			
SRV 7g	Day Centers			
SRV 7h-j	Identification Documents (SRV 7h-j)			
SRV 7h	Birth Certificate			
SRV 7i	Social Security Card			
SRV 7j	Driver's License			
SRV 7k-k	Re-Entry Services (SRV 7k-k)			
SRV 7k	Criminal Record Expungements			
SRV 7l-l	Immigration Support Services (relocation, food, clothing) (SRV 7l-l)			
SRV 7l	Immigration Support Services (relocation, food, clothing)			
SRV 7m-m	Legal Assistance (includes emergency legal assistance) (SRV 7m-m)			
SRV 7m	Legal Assistance			
SRV 7n-n	Emergency Clothing Assistance (SRV 7n-n)			
SRV 7n	Emergency Clothing Assistance			
SRV 7o-o	Mediation/Customer Advocacy Interventions (debt forgiveness, negotiations or issues with landlords) (SRV 7o-o)			
SRV 7o	Mediation/Customer Advocacy Interventions			

All Characteristics Report - Data Entry Form

D. HOUSEHOLD LEVEL CHARACTERISTICS

9. Household Type	Number of Households
a. Single Person	
b. Two Adults NO Children	
c. Single Parent Female	
d. Single Parent Male	
e. Two Parent Household	
f. Non-related Adults with Children	
g. Multigenerational Household	
h. Other	
i. Unknown/not reported	
TOTAL (auto calculated)	0

10. Household Size	Number of Households
a. Single Person	
b. Two	
c. Three	
d. Four	
e. Five	
f. Six or more	
g. Unknown/not reported	
TOTAL (auto calculated)	0

11. Housing	Number of Households
a. Own	
b. Rent	
c. Other permanent housing	
d. Homeless	
e. Other	
f. Unknown/not reported	
TOTAL (auto calculated)	0

12. Level of Household Income <i>(% of HHS Guideline)</i>	Number of Households
a. Up to 50%	
b. 51% to 75%	
c. 76% to 100%	
d. 101% to 125%	
e. 126% to 150%	
f. 151% to 175%	
g. 176% to 200%	
h. 201% to 250%	
i. 250% and over	
j. Unknown/not reported	
TOTAL (auto calculated)	0

13. Sources of Household Income	Number of Households
a. Income from Employment Only	
b. Income from Employment and Other Income Source	
c. Income from Employment, Other Income Source, and Non-Cash Benefits	
d. Income from Employment and Non-Cash Benefits	
e. Other Income Source Only	
f. Other Income Source and Non-Cash Benefits	
g. No Income	
h. Non-Cash Benefits Only	
i. Unknown/not reported	
TOTAL (auto calculated)	0

Below, please report the types of Other income and/or non-cash benefits received by the households who reported sources other than employment

14. Other Income Source	Number of Households
a. TANF	
b. Supplemental Security Income (SSI)	
c. Social Security Disability Income (SSDI)	
d. VA Service-Connected Disability Compensation	
e. VA Non-Service Connected Disability Pension	
f. Private Disability Insurance	
g. Worker's Compensation	
h. Retirement Income from Social Security	
i. Pension	
j. Child Support	
k. Alimony or other Spousal Support	
l. Unemployment Insurance	
m. EITC	
n. Other	
o. Unknown/not reported	

15. Non-Cash Benefits	Number of Households
a. SNAP	
b. WIC	
c. LIHEAP	
d. Housing Choice Voucher	
e. Public Housing	
f. Permanent Supportive Housing	
g. HUD-VASH	
h. Childcare Voucher	
i. Affordable Care Act Subsidy	
j. Other	
k. Unknown/not reported	

E. Number of Individuals Not Included in the Totals Above *(due to data collection system integration barriers)*

1. Please list the unduplicated number of INDIVIDUALS served in each program*:

Program Name	Number of Individuals

F. Number of Households Not Included in the Totals Above *(due to data collection system integration barriers)*

1. Please list the unduplicated number of HOUSEHOLDS served in each program*:

Program Name	Number of Households



MEMORANDUM

TO: Monterey County Community Action Contractors
FROM: Monterey County Community Action Partnership
SUBJECT: Child Support Referral Policy

The federal CSBG Act requires all Community Action Agencies (CAAs) during each fiscal year to:

- Inform custodial parents in single-parent families that participate in CSBG-funded programs, activities, or services about the availability of child support services; and
- Refer eligible parents to the child support offices of state and local governments.

42 U.S.C. § 9919(b).

To ensure that the CSBG statute regarding child support referral procedures is being implemented within all CSBG supported programs, Monterey County Community Action Partnership subcontractors must include this procedure during intake processes. During the client's initial intake, the client is asked if he or she is the custodial parent in a single-parent family. If this status is confirmed, then the caseworker/intake worker will:

- Inform the custodial parent about the availability of child support services.
- Refer the custodial parent to the Monterey County Department of Child Support Services.
- Have available for all clients the Child Support Referral Notice and Application for Child Support Services form.

Staff should not act in a manner to be interpreted as giving legal advice but should assure that custodial parents in single-parent families are referred to the Monterey County Department of Child Support Services.

Child Support Referral Notice

Are you a single parent who has custody of a child under the age of 18?

If you are, you may be eligible for help from the Monterey County Department of Child Support Services with obtaining child support from the father or mother of your child.

What types of services would the Monterey County Department of Child Support Services provide?

Some of the services the Monterey County Department of Child Support Services provides to eligible parents include:

- Locating a parent
- Arranging for paternity testing
- Establishing a support order
- Enforcing a support order

How do I find out more?

We can provide you with information from the Monterey County Department of Child Support Services which explains the services and eligibility requirements and includes a copy of the application to be submitted to the Monterey County Department of Child Support Services. **For more information contact the Monterey County Department of Child Support Services directly at:**

Email: mcdcss@co.monterey.ca.us

Call: (866) 901-3212

Fax: (831) 755-3273

TDD: (831) 769-9306

Hours & Location

Business Hours

7 am - 6:30 pm, Monday - Friday

Address

*Monterey County
Department of Child Support Services
P.O. Box 2059, Salinas, CA 93902
752 La Guardia St., Salinas, CA 93905*



MONTEREY COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES

YOUR INFORMATION

00



<i>full name</i>				
LAST NAME	FIRST NAME	MIDDLE NAME	DATE OF BIRTH	SEX

CURRENT / LAST KNOWN ADDRESS - *number & street, city, state, zip*

CONTACT INFORMATION	HOME PHONE #	MESSAGE / CELL #	E-MAIL ADDRESS
SOCIAL SECURITY NUMBER		COURT DOCKET NUMBER	

THE OTHER PARENT

<i>full name</i>				
LAST NAME	FIRST NAME	MIDDLE NAME	DATE OF BIRTH	SEX

LAST KNOWN ADDRESS - *number & street, city, state, zip*

CONTACT INFORMATION	HOME PHONE #	MESSAGE / CELL #	E-MAIL ADDRESS						
DESCRIPTION				RACE					
<i>hair color</i>	<i>eye color</i>	<i>height</i>	<i>weight</i>	White <input type="checkbox"/>	Black <input type="checkbox"/>	Native American <input type="checkbox"/>	Hispanic <input type="checkbox"/>	Asian <input type="checkbox"/>	Other (please list)

PRESENT OR LAST KNOWN EMPLOYER - *name of company, address, city & state, zip, phone number*

SOCIAL SECURITY NUMBER	DRIVER'S LICENSE NUMBER
------------------------	-------------------------

CHILDREN

<i>Name of Child(ren)</i>	<i>Date of Birth</i>	<i>Social Security Number</i>

DOMESTIC VIOLENCE

Check this box if YOU WOULD FEAR FOR YOUR SAFETY or THE SAFETY OF YOUR CHILDREN if your address and telephone number were disclosed to the other party in this case.

THIS FORM CONSTITUTES AN APPLICATION FOR SERVICES. Beginning on October 1, 2011, the annual \$25 fee will be assessed for each case in which the family has never received welfare benefits and the custodial party has received \$500 or more in support payments during the prior federal fiscal year, (October 1 – September 30). The fee will be collected from the custodial party's next payment (s), until the \$25 is paid in full. The fee will be assessed annually in October on cases meeting these criteria.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNATURE OF:

CUSTODIAL PARENT

NON-CUSTODIAL PARENT

DATE

page 2 of form →

RETURN COMPLETED FORM TO: Monterey County Department of Child Support Services PO Box 2059 Salinas, CA 93902.

FAMILY VIOLENCE QUESTIONNAIRE

DCSS 0048 (02/02/09) S

INSTRUCTIONS: If you do not complete and return this form to us, the Department of Child Support Services, or the federal government, may give information about your case to courts, child support agencies, and possibly to the child(ren)'s other parent or party.

Your name: _____

Case number: _____

Other party's name: _____

SECTION I: Check the appropriate box for each of the questions.

1. Have you or the child(ren) in this case ever been a victim of family violence or child abuse committed by the other party in this child support case? [] Yes [] No

2. Do you have a restraining order, emergency protective order or stay away order against the other party in this child support case? If yes, please attach a copy of this order and provide the following information: [] Yes [] No

County/State: _____ Order/Docket Number: _____ Expiration Date: _____

3. If you or the child(ren) in this case receive public assistance, do you want the welfare department to review this case to determine eligibility to close this support case because of the increased risk of physical, sexual, or emotional harm to you or the child(ren) in this case, by the other party? This is called having "good cause" to close the support case. [] Yes [] No

SECTION II: You MUST complete this section if you answered "Yes" to any item in SECTION I.

Please provide detailed family violence information including dates, times, places, and witnesses. (Attach additional page if needed).

SECTION III: If appropriate please check the box below, sign, and date.

[] Giving out my address or other information identifying my location could be harmful to me or the child(ren) in this case. I am requesting that my address or other identifying information not be given to the other party in this case. This request will stay in effect until I let the local child support agency know in writing that they may now give out my information, and the local child support agency tells me that they have received my request. I understand that under federal law, an authorized person may make a written request to the court that has jurisdiction to make or enforce child support or visitation determinations, for release of my information. The local child support agency will let me know in writing if the court orders the release of any information on my case.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

PRINT NAME SIGNATURE DATE

PRIVACY NOTICE

The Information Practices Act of 1997 (Civil Code §1798.17) and the Federal Privacy Act of 1974 (Title 5, United States Code §552a(c)(3), §7 Note) require that this notice be provided when collecting personal information from individuals. Information requested on this form is used by the Department of Child Support Services and local child support agencies for the purpose of safeguarding information from disclosure in domestic and/or child abuse situations. The information you provide may be given to the federal government, and other public agencies to the extent required by law. Failure to provide this information will limit the DCSS' ability to safeguard your information.

The agency official responsible for maintenance of the form is: DCSS Records Officer, PO Box 419064, MS-110, Rancho Cordova, CA 95741, fax number (916) 464-5069. Legal references authorizing solicitation and maintenance of this personal information include Title 22 California Code of Regulations §§112110(h), 112300, 112301 and 112302, as well as Family Code §17212. Copies of this form are maintained in confidential files of the Department of Child Support Services or local child support agencies for 4 years and 4 months after the closure of your child support case. You have the right of access to this form upon request by faxing (916) 464-5069.

If you have any questions or concerns regarding this notice, please call us at 1-866-901-3212.



**Community Action Partnership
Partner Agency Evaluation Form**



The Monterey County Community Action Partnership collaborates with several agencies throughout our community to provide vital services to low income individuals and families in need of support. **The Food Bank of Monterey County** is one of these partner agencies and your feedback will help ensure focused, quality services continue to be provided with excellent customer service and community impact.

	Strongly Disagree	Disagree	Agree	Strongly Agree	Not Sure or N/A
1. This agency provides the service(s) I was seeking					
2. I received the service(s) I was seeking					
3. The staff provided excellent customer service					
4. Overall, I was satisfied with my experience					
5. I would recommend this agency to others					

6. Would you like to comment on any of your responses above?

7. What could this agency do differently to provide better support/services?

8. Other comments?

Please return this survey in the enclosed postage-paid envelope or by sending it to:
 Attn: Monterey County Community Action Partnership
 1000 S. Main St, Ste 301
 Salinas, CA 93901



Community Action Partnership
Formulario de Evaluación
de la Agencia Asociada



La Agencia de Acción Comunitaria del Condado de Monterey colabora con varias agencias en toda nuestra comunidad para brindar servicios vitales a personas y familias de bajos ingresos que necesitan apoyo. **Food Bank Monterey County es** una de estas agencias asociadas y sus comentarios ayudaran a garantizar que se continúen brindando servicios enfocados y de calidad con un excelente servicio al cliente e impacto en la comunidad.

	Muy en Desacuerdo	Desacuerdo	Acuerdo	Muy en Acuerdo	No Seguro
1. Esta agencia proporciona los servicios que buscaba					
2. Recibí el servicio(s) que estaba buscando					
3. El personal brindo un excelente servicio al cliente					
4. En general, estuve satisfecho con mi experiencia					
5. Recomendaría esta agencia a otros					

6. ¿Te gustaría comentar alguna de tus respuestas anteriores?

7. ¿Qué podría hacer esta agencia de manera diferente para proporcionar mejores servicios / apoyo?

8. ¿Otros comentarios?

Por favor devuelva esta encuesta en el sobre adjunto con timbre pagado o enviándolo a:
 Attn: Monterey County Community Action Partnership
 1000 S. Main St, Ste 301
 Salinas, CA 93901

CAPLAWFAQ

A series of common legal questions and answers for the CAA network



WIOA Q&A for Community Action

1. **What is WIOA?**
2. **Are WIOA workforce systems structured in the same way as those established under WIA?**
3. **What terms are used to describe the WIOA structure?**
4. **When is a CAA a required partner?**
5. **Have these required partners changed since the WIA?**
6. **What are required partners required to do?**
7. **What are the requirements and opportunities for CAA membership on state and local boards?**
8. **What are the Combined State Plans?**
9. **When do these changes take effect?**
10. **Where can I find out more?**

By Christopher Logue
September 2015

On July 22, 2014, President Obama signed the Workforce Innovation and Opportunity Act (WIOA, or the Act), which is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. WIOA supersedes titles I and II of the Workforce Investment Act of 1998 (WIA), and amends the Wagner-Peyser Act and the Rehabilitation Act of 1973. As the largest single source of federal funding for workforce development programs, WIA has been connected to the Community Action Network by requiring some CAAs to partner with the WIA system. WIOA makes significant changes to its predecessor WIA and reauthorizes its programs through 2020. Some of WIOA's changes are noteworthy for the Community Action network and this set of FAQs addresses the basics of what has changed—and what hasn't.

1. What is WIOA?

WIOA, like WIA, establishes a publicly funded workforce system which aims to align workforce development, education, and economic development programs with regional economic development strategies to meet the needs of local and regional employers. This is accomplished by providing access to one-stop centers that connect individuals with a range of services available in their communities, whether they are looking to find jobs, building basic educational or occupational skills, earning a postsecondary certificate or degree, or obtaining guidance on how to make career choices, or are businesses and employers seeking skilled workers.¹

WIOA establishes a publicly funded workforce system... providing access to one-stop centers that connect individuals with a range of services available in their communities...

2. Are WIOA workforce systems structured in the same way as those established under WIA?

Yes. Under WIOA, partner programs and entities that are jointly responsible for workforce and economic development, educational, and other human resource programs will still collaborate to create a one-stop delivery system that integrates service delivery across all programs and enhances access to the programs' services. The one-stop delivery system includes six core programs (Title I adult, dislocated worker, and youth programs; Title II adult education and literacy programs; Title III Wagner-Peyser program; and Title IV vocational rehabilitation program), as well as the programs offered by other required and optional partners identified in WIOA, including employment and training activities carried out under the Community Services Block Grant (CSBG). Under WIOA,

the goals of one-stop centers and their partners are to:

- Provide job seekers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages;
- Provide access and opportunities to all job seekers, including individuals with barriers to employment, such as individuals with disabilities, to prepare for, obtain, retain, and advance in high-quality jobs and high-demand careers;
- Enable businesses and employers to easily identify and hire skilled workers and access other supports, including education and training for their current workforce;
- Participate in rigorous evaluations that support continuous improvement of one-stop centers by identifying which strategies work better for different populations; and
- Ensure that high-quality integrated data inform decisions made by policy makers, employers, and job seekers.²

The management of the one-stop delivery system is the shared responsibility of states, local boards, elected officials, the core WIOA partners, other required partners, and one-stop center operators.

3. What terms are used to describe the WIOA structure?

While the language used to describe the main components of the workforce system has not changed, those who are new to WIOA will want to familiarize themselves with the following basic terms:

- One-Stop Delivery System: Also known as the American Job Center (AJC) system, the name for the entire network of WIOA programs, partners, operators, centers, and boards.³ Also known as the One-Stop System.
- One-Stop Partner: Any entity that is required, or may be allowed, to participate in the One Stop System⁴
- One-Stop Operator: An entity designated or certified by a local board to receive WIOA funds to operate a one stop center⁵
- One-Stop Center: Also known as American Job Centers, the physical location where WIOA services are provided⁶

4. When is a CAA a required partner?

WIOA continues to include the WIA mandate that any programs that provide “employment and training

...any programs that provide “employment and training activities carried out by the Community Services Block Grant Act” are required partners.

activities carried out under the Community Services Block Grant Act” are required partners.⁷

This requirement is reinforced by the CSBG Act’s requirement that CSBG state plans describe how the state and CAAs in the state will coordinate the provision of employment and training activities in the state and in communities with entities providing activities through statewide and local

workforce development systems under WIOA.⁸ “Employment and training activities” are defined as any activity described in Section 134 of WIOA, and includes activities such as job search and placement assistance, career counseling, job recruitment, providing workforce and labor statistics such as job vacancy listings

and job market information, providing information regarding filing of claims for unemployment compensation, assistance in establishing eligibility for programs of financial aid assistance for training and education programs that are not funded under WIOA, or referrals to any such services.⁹ CAAs that are unsure whether they provide CSBG-funded employment and training activities should review [this section of WIOA at 29 U.S.C. §3174](#).

The Act also lists 12 other federally funded programs that will trigger the required partner designation. If a CAA operates any of these federally funded programs, the CAA is a required partner and must integrate those programs into the one stop system. (See Question 4 below for more information on what a CAA must do if it is a required partner). Programs that will trigger the required partner designation include:

- Programs authorized under Title I of WIOA¹⁰
- Employment and training activities carried out by the Department of Housing and Urban Development;
- Temporary Assistance for Needy Families (TANF) (unless the governor makes a determination to exclude TANF from the state’s WIOA systems)¹¹

CAAs should consult the full list of programs that trigger the required partner designation at [29 U.S.C. § 3151](#).

5. Have these required partners changed since the WIA?

For the most part, the same federally funded programs are required partners under the old WIA and the new WIOA.

One-stop partners are not required to contribute more than 1.5% of the federal funds provided for the program.

However, there are some notable changes. Programs funded under the Second Chance Act of 2007 are now included.¹² The Second Chance Act, designed to assist individuals recently released from incarceration, funds programs related to adult and juvenile reentry services, drug treatment and mentoring, and technology career training. These programs are administered through the

Office of Justice in the U.S. Department of Justice.

Also significant is the addition of TANF to the list of required partners. Any entity that administers programs under TANF (referred to as part A of title IV of the Social Security Act) must participate in the one-stop system, unless their state's governor determines otherwise, pursuant to the notification requirements in the Act.¹³

6. What are required partners required to do?

If a CAA is a required partner under WIOA, it must do the following:

i. Provide access through the one-stop delivery system to the relevant programs or activities.¹⁴ For example, a CAA that provides employment or training services under its CSBG funding must provide access to those employment or training services through the one-stop system.

ii. Use a portion of the funds available for the program and activities to maintain the one-stop delivery system, including payment of the infrastructure costs of one-stop centers.¹⁵ For example, a CAA that runs a CSBG-funded job training program must be willing to dedicate a portion of its CSBG funding to developing the infrastructure of the local one-stop center. The process for determining how the infrastructure of one-stop centers will be funded is laid out in the statute¹⁶ and more guidance will be provided in future regulations.¹⁷ This process requires one-stop partners, along with the local board and chief elected officials, to reach a voluntary agreement on infrastructure funding and incorporate that agreement into a memorandum of understanding.¹⁸ If the partners fail to reach an agreement by July 1, 2016, the Act creates a mechanism for the state to determine funding for each program year the partners are unable to agree. One-stop partners may not be required to contribute more than 1.5 percent of the amount of federal funds provided to carry out the program, such as a CAA's CSBG-funded employment and training programs, in the state for a fiscal year.¹⁹ The Act also requires the state to establish a process under which a required one-stop partner may appeal a determination regarding the portion of funds to be provided on the basis that the determination is inconsistent with the Act's infrastructure funding requirements.²⁰

iii. Enter into a local memorandum of understanding (MOU) with the local board relating to the operation of the one-stop system.²¹ The content of the MOU must meet the requirements of act.²²

iv. Participate in the operation of the one-stop system consistent with the terms of the MOU, the requirements of the Act, and the requirements of the Federal laws authorizing the program or Activities.²³

v. Provide representation on the state board to the extent provided under the Act.²⁴ One-stop partners are not guaranteed representation on the state board but may have a representative appointed at the discretion of the governor.²⁵

7. What are the requirements and opportunities for CAA membership on state and local boards?

WIOA generally maintains the structure of state and local workforce development boards from its predecessor WIA, although the size of the boards has been reduced and the composition requirements have changed significantly. State boards must be composed of the governor, one member of each chamber of the state legislature, and representatives appointed by the governor,

State boards must be composed of the governor, one member of each chamber of the state legislature and representatives appointed by the governor...

a majority of which must be representatives of business in the state.²⁶ Local boards, like the state boards, must be comprised of a majority of members from the business community and must be chaired by a business representative.²⁷ Numerous other requirements for both the local and state boards can be found in the Act.

WIOA has made some changes to the composition of local boards that are noteworthy for CAAs. Under the former WIA, each one-stop partner had a

representative on the local board.²⁸ WIOA has eliminated that requirement and instead made CAA representation discretionary.²⁹

Although there is no language that explicitly gives one-stop partners a seat on the local board, the following is a list of provisions in the local board requirements section under which a CAA could be appointed a seat on the local board. The local board:

- "...may include representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment." 29 U.S.C. § 3122(b)(2)(B)(iii).
- "...may include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth." 29 U.S.C. § 3122(b)(2)(B)(iv).
- "...shall include a representative of eligible providers administering adult education and literacy activities under title II [of WIOA]." 29 U.S.C. § 3122(b)(2)(C)(i).
- "...may include representatives of... community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment." 29 U.S.C. § 3122(b)(2)(C)(iii).
- "...shall include a representative of economic and community development entities." 29 U.S.C. § 3122(b)(2)(D)(i).

- "...may include representatives of agencies or entities administering programs serving the local area relating to transportation, housing, and public assistance." 29 U.S.C. § 3122(b)(2)(D)(iv).

8. What are the Combined State Plans?

As with WIA, WIOA allows states to create a combined state plan that includes all of the WIOA core programs (also known as "career services") as well as the option to include a number of other programs, such as CSBG-funded programs.³⁰ The proposed regulations on combined state plans indicate that states may include in their combined plans the WIOA-related

The effective date of the WIOA is the first full program year after enactment, which began on July 2, 2015...

CSBG programs and services (i.e., CSBG-funded employment and training services), but all other CSBG plans would be submitted separately in the typical CSBG state plan. This arrangement, whereby the state will include only portions of CSBG-funded programs in the WIOA state plan, comes out of a recognition that

CSBG-funded employment and training services are only a subset of a broad range of anti-poverty activities addressed in the overall CSBG plan.³¹

On August 6, the Departments of Labor, Education, Health and Human Services, Agriculture, and Housing and Urban development released proposed WIOA Unified and Combined State Plan Requirements in the form of an "Information Collection Request." The agencies are soliciting comments on the proposed requirements, which can be found [here](#).

9. When do these changes take effect?

The effective date of the WIOA is the first full program year after enactment, which began on July 2, 2015,³² although WIOA contains numerous provisions that take effect on later dates. While most of the provisions with later start dates are relevant to states and to state and local workforce boards, some are directly relevant to CAAs, such as July 1, 2016, when one-stop infrastructure costs requirements take effect³³ and use of the common one-stop delivery identifier must be implemented.³⁴ The Department of Labor has created a chart of WIOA key implementation dates which can be accessed on their website by clicking [here](#).

10. Where can I find out more?

To learn more about WIOA and changes to the American Job Center system, CAPLAW recommends the [Department of Labor's WIOA website](#), where you can find links to [the Act](#), [the proposed regulations](#), [a number of WIOA fact sheets](#), [several sets of FAQs](#), and more.

Endnotes

- ¹ United States Department of Labor, Employment and Training Administration, Training and Employment Guidance Letter No. 04-15 (http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=6455)
- ² United States Department of Labor, Employment and Training Administration, Training and Employment Guidance Letter No. 04-15 (http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=6455)
- ³ 29 U.S.C. § 3151
- ⁴ 29 U.S.C. § 3102(42)
- ⁵ 29 U.S.C. § 3151(d)
- ⁶ 29 U.S.C. § 3102(40)
- ⁷ 29 U.S.C. § 3151(b)(1)(B)(ix)
- ⁸ 42 U.S.C. § 9908(b)(5), 113 P.L. 128, 512(f)
- ⁹ 29 U.S.C. § 3174(c)(2)
- ¹⁰ 29 U.S.C. § 3151(b)(1)(B)(i)
- ¹¹ 29 U.S.C. § 3151(b)(1)(B)(xiii)
- ¹² 29 U.S.C. § 3151(b)(1)(B)(xii)
- ¹³ 29 U.S.C. § 3151(b)(1)(C)
- ¹⁴ 29 U.S.C. § 3151(b)(1)(A)(i)
- ¹⁵ 29 U.S.C. § 3151(b)(1)(A)(ii)
- ¹⁶ 29 U.S.C. § 3151(h)
- ¹⁷ See, for example, Department of Labor and Department Education Joint Notice of Proposed Rulemaking, Proposed §§ 463.700 through 463.755, pp. 448-461
- ¹⁸ 29 U.S.C. § 3151(h)(1)(A)(i)(I)
- ¹⁹ 29 U.S.C. § 3151(h)(2)(D)(ii)(II). For federal direct spending programs (also known as mandatory spending programs, such as Social Security, Medical, or TANF), contributions are capped at the equivalent to the cost of the proportionate use of the one-stop centers for the one-stop partner for such program in the State. 29 U.S.C. § 3151(h)(2)(D)(iii)
- ²⁰ 29 U.S.C. § 3151(h)(2)(E)
- ²¹ 29 U.S.C. § 3151(b)(1)(A)(iii)
- ²² 29 U.S.C. § 3151(c)
- ²³ 29 U.S.C. § 3151(b)(1)(A)(iv)
- ²⁴ 29 U.S.C. § 3151(b)(1)(A)(v)
- ²⁵ 29 U.S.C. § 3111
- ²⁶ 29 U.S.C. § 3111(b)(1)
- ²⁷ 29 U.S.C. § 3122(b)(2)
- ²⁸ Former section 117, 29 U.S.C. § 2832(b)(2)(A)(vi), local workforce investment boards shall include "representatives of each of the one-stop partners."
- ²⁹ 29 U.S.C. § 3122(b)(2)
- ³⁰ 29 U.S.C. § 3112
- ³¹ Department of Labor and Department Education Joint Notice of Proposed Rulemaking, Proposed § 676.140(h), p. 33
- ³² 29 U.S.C. § 3101.
- ³³ 29 U.S.C. § 3151(h)
- ³⁴ 29 U.S.C. § 3151(e)(4)

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REV 03/22/21

WIOA PARTNER REFERRAL FORM

DATE: _____ **REFERRAL GROUP:** **Adult** (18 and older) **Youth** (18 to 24)
 Displaced Workers – Separated from Employment/Service or Major Life Changes

CUSTOMER INFORMATION:

Name: _____

City: _____ DOB: (mm/dd) _____

Phone: _____

Email: _____

REFERRED BY: Organization Name Here

Name: _____

Phone: _____

Email: _____

REASON FOR REFERRAL:
COMMUNITY BASED ORGANIZATION:

Name: _____

Address: _____

Phone: _____

Email: _____

NOTES:

This a DCSS client. You must sign this referral form and make a copy for them to return to DCSS. Thank you

Signature: _____



WIOA PARTNER REFERRAL FORM

<input type="checkbox"/> Adult School – Gonzales 650 Elko Street, Gonzales (831) 675-1081 https://ae.gonzalesusd.net/	<input type="checkbox"/> Adult School – Monterey 1295 La Salle Ave, Seaside (831) 392-3565 https://mas.mpusd.net/	<input type="checkbox"/> Adult School – Pacific Grove 1025 Lighthouse Ave, Pacific Grove (831) 646-6580 https://pgadulced.pgusd.org/
<input type="checkbox"/> Adult School – Salinas 20 Sherwood Pl, Salinas (831) 287-9511 https://www.salinasusd.org/sas	<input type="checkbox"/> Adult School – Soledad 690 Main Street, Soledad (831) 678-6300 https://svaec.org	<input type="checkbox"/> Southern California American Indian Resource Center (SCAIR), Inc. Phone: (805) 765-6243 www.SCAIRInc.org
<input type="checkbox"/> AJCC Marina – Adult, DW 289 12 th Street Room 402, Marina (831) 256-8186 / (831) 256-7110	<input type="checkbox"/> AJCC Salinas – Adult & Dislocated Worker Programs / Youth 344 Salinas Street STE#201, Salinas (831) 796-3335	<input type="checkbox"/> AJCC Seaside – Youth North - Equus 1295 La Salle Ave., #14 Seaside (831) 708-6484
<input type="checkbox"/> Center for Employment Training, Salinas/Soledad (CET) Farm Worker Programs 24 E. Alvin Drive, Salinas (831) 424-0665 930 Los Coches Drive, Soledad (831) 678-0448	<input type="checkbox"/> Monterey County Workforce Development Board (Business Services and Grants) (MCWDB) 344 Salinas Street STE #101, Salinas (831) 796-3387 montereycountywdb.org	<input type="checkbox"/> Civil Rights Office – Discrimination Complaints 1441 Schilling Place, North, Salinas (831) 755-5117 www.co.monterey.ca.us/government/departments-a-h/civil-rights-office
<input type="checkbox"/> Community College – Hartnell 411 Central Avenue, Salinas 1752 E. Alisal Street, Salinas CTE - (831) 755-6700 Adult Ed X 6727 Non-Credit/ESL (831) 759-6051	<input type="checkbox"/> Community College – MPC 980 Fremont Street, Monterey 289 12 th Street, Marina Admissions & Records (831) 646-4002 https://www.mpc.edu	<input type="checkbox"/> Dept. of Rehabilitation (DOR) 928 E. Blanco Rd. Ste. #280 Salinas AJCC Salinas Tues 9am to 12pm (831) 769-8066
<input type="checkbox"/> Dept. of Social Services (DSS) CWES CalWORKS Employment Services 730 La Guardia Street, Salinas 1281 Broadway Ave. Seaside 200 Broadway #62, King City 1-800-870-4750	<input type="checkbox"/> Employment Development Department (EDD) 2045 40 th Avenue, Suite B, Capitola, CA 95010 (831) 464-6286 WSBMontereyInfo@edd.ca.gov	<input type="checkbox"/> Child Support Services 752 La Guardia St. Salinas (831) 769-8782 or (866) 901-3212 www.co.monterey.ca.us/government/departments-a-h/child-support-services
<input type="checkbox"/> Housing Authority of Monterey CO 123 Rico Street, Salinas (831) 775-5000 TDD (831) 754-2951 https://hamonterey.org/	<input type="checkbox"/> Job Corps 3485 East Hills Dr., San Jose, CA 95127 (415) 937-2510 Magee.brandon@jobcorps.org	<input type="checkbox"/> Senior Community Service Employment Program – (ANPPM) 1325 N. Main St., Salinas (831) 287-2350 x 8358
<input type="checkbox"/> Monterey County Office of Education 901 Blanco Cir, Salinas, CA 93901 (831) 373-2955 https://www.montereycoe.org/	<input type="checkbox"/> Community Action Partnership 1000 South Main St #301, Salinas (831) 796-1553	<input type="checkbox"/> Youth Services South – Turning Point 344 Salinas Street STE#208, Salinas (831) 256-7110

I agree to my information being shared and gathered for data tracking and referral purposes only, between all listed local WIOA partners.

Estoy de acuerdo con que mi información sea compartida y recolectada solo para fines de seguimiento y referencia de datos, entre todos los colaboradores locales de WIOA indicados.

_____ Participant initials/ Iniciales del participante

REV 08/06/21

Your consent to share personal information is entirely voluntary and you may withdraw your consent at any time. Su consentimiento para compartir información personal es completamente voluntario y puede retirarlo en cualquier momento.

EXHIBIT B

**MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES**

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D** and shall include an invoice number.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on July 10th. **If the Final Invoice is not received by COUNTY by close of business on July 10th, CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs: Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising, and delivering the services under this Agreement, as set forth in **Exhibit C**. Only the costs listed in **Exhibit C** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one line item will require corresponding decreases in other line items.

1.05 Payment in Full:

(a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

(b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be

EXHIBIT B

deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

- a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.
- b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

EXHIBIT B

- c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.
- d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
 - Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the organization's policy of maintaining a drug-free workplace;
 - 3) any available drug counseling, rehabilitation, and employee assistance programs;
 - 4) the penalties that may be imposed upon employees for drug abuse violations;
 - 5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by

EXHIBIT B

CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term “discrimination” as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 “Procedures for Investigation and Resolution of Discrimination Complaints”; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual’s race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran’s status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);
- **California Government Code Secs. 11135 - 11139.5**, as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

EXHIBIT B

- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);
- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;
- **7 Code of Federal Regulations (CFR)**, Part 15 and **28 CFR** Part 42;
- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);
- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;
- **Monterey COUNTY Code**, Chap. 2.80.;
- **Age Discrimination in Employment Act 1975**, as amended (**ADEA**), 29 U.S.C. Secs 621 et seq.;
- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);
- **California Equal Pay Act**, Labor Code Sec.1197.5.
- **California Government Code Section 4450**;
- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**
- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**
- **California Code of Regulations, Title 24, Section 3105A(e)**
- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.

EXHIBIT B

4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. CONTRACT ADMINISTRATORS

5.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates Melissa Kendrick as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

5.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

EXHIBIT B

VI. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

A. CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

B. CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

C. CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

D. CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

E. Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

EXHIBIT E

Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “the Administrative Simplification provisions,” direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the “HIPAA Privacy Rule”); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement (“the Agreement”) to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY ; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties’ continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term “Protected Health Information” means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY’s behalf shall be subject to this Certification.

EXHIBIT E**II. CONFIDENTIALITY REQUIREMENTS**

- (a) CONTRACTOR agrees:
- (i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
 - (ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
 - (iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.
- (b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
- (i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
 - (A) the disclosure is required by law; or
 - (B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
 - (ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

EXHIBIT E

- (c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

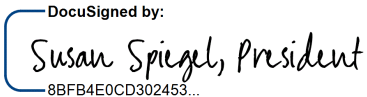
Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

EXHIBIT E

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR:

By:  _____
DocuSigned by:
Susan Spiegel, President
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Title:

11/9/2021 | 11:45 AM PST

Date: _____

EXHIBIT F

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any 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, 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, 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 this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, 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 such failure.

DocuSigned by:

8BFB4E0CD302453...

Signature
 Food Bank of Monterey Cocounty
 Agency/Organization

Title
 11/19/2021 | 11:45 AM PST
 Date

Exhibit G**AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS****I. CPA Audit on Termination:****1.01 Audit Requirement**

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

If CONTRACTOR expends a total of \$750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than \$750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended \$750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) If CONTRACTOR expends a total of \$750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

2) If CONTRACTOR expends less than \$750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

Exhibit G**All Audits must include the following information within their audit:**

- a) A separate schedule listing programs and funding, see recommended format, **Exhibit G-1**.
- b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

1.04 Payment for Audit

CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

II. Contractor Records

Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

Exhibit G

DocuSigned by:
Susan Spiegel, President
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(signature of authorized representative)

11/9/2021 | 11:45 AM PST

(date)