

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
(MORE THAN \$100,000)*

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Unity Care Group, Inc.
(hereinafter "CONTRACTOR").

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

1. **SERVICES TO BE PROVIDED.** 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 services are generally described as follows:
Provide services to economically disadvantaged youth who are at-risk/court involved, ages 16-21, and who are residents of Monterey County.

2. **PAYMENTS BY COUNTY.** 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 \$ 132,920.

3. **TERM OF AGREEMENT.** The term of this Agreement is from July 1, 2010 to June 30, 2011, 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.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** 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 Line Item Budget	Exhibit F Lobbying Certification
Exhibit C Performance & Enrollment Goals	Exhibit G Drug-Free Workplace Certification
Exhibit D Other Terms and Conditions	Exhibit H Debarment Certification
Exhibit E WIA General Assurances	Exhibit I Nondiscrimination Assurance

5. **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.

*Approved by County Board of Supervisors on July 27, 2010.

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. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may 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 as the County may require. The Contract Administrator or his or her designee 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.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. 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.

8. **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.

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 such, insurance has been approved by the County. 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, Broadform 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.

Exemption/Modification (Justification attached; subject to approval).

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 \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to 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.

Exemption/Modification (Justification attached; subject to 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.

Exemption/Modification (Justification attached; subject to approval).

9.04 Other Insurance 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 at all times 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 this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

- 10.01 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.
- 10.02 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.
- 10.03 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.
- 10.04 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.
- 10.05 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. **NON-DISCRIMINATION.** 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), or sexual orientation, 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. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** 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. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times 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 particular 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.
14. **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:
Loyanne Flinn, Acting WIB Executive Director	Andre' Chapman, President & CEO
Name and Title	Name and Title
Monterey County Workforce Investment Board (WIB) 730 La Guardia Street Salinas, CA 93905	237 Race Street San Jose, CA 95126
Address	Address
(831) 759-6644	Phone (408) 971-9822
Phone	Phone

15. MISCELLANEOUS PROVISIONS.

- 15.01 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 professional services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 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.
- 15.04 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.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 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.
- 15.07 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.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 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.

- 15.13 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.
- 15.14 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.
- 15.15 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.
- 15.16 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.
- 15.17 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.

This space left blank intentionally

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

COUNTY OF MONTEREY

By: _____
Purchasing Manager

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: _____
County Counsel Deputy

Date: 6-18-10

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

Date: 06/16/2010

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

Unity Care Group, Inc.
Contractor's Business Name*

By: _____
(Signature of Chair, President, or Vice-President)*

ANDRÉ CHAPMAN, CEO
Name and Title

Date: 06/14/10

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

TERRY BOYLE, CFO
Name and Title

Date: 06/14/10

County Board of Supervisors' Agreement Number: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

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

EXHIBIT A
SCOPE OF SERVICES/PAYMENT PROVISIONS

1. Program Design Narrative

The type of program you are proposing and how you propose to implement it
--

Unity Care Group, Inc. proposes to expand the current RISE Program (REACHING INDEPENDENCE through SUSTAINABLE EMPLOYMENT/EDUCATION), from strictly providing WIA follow-up services, which we have been delivering to Monterey County youth since 2005 by contract with the Monterey County Workforce Investment Board (WIB), to also provide active program services. The program length of service will vary according to the youth's needs, interests, and ability to achieve identified goals. All youth will exit from the active program by June 30, 2011.

The purpose of the RISE Program is to help in-school and out-of-school economically disadvantaged youth (ages 16-21) in Monterey County to succeed in work and school settings by encouraging and enhancing their job readiness and educational/career development skills. Unity Care will actively engage youth to enroll into the program, assist them in identifying career and educational goals and then map out the steps to reach their individualized goals. By providing active services, program staff will assess each youth's interests, skills and current life situation in order to ensure that the short-term WIA services geared for their situation are the most beneficial to the youth during the limited allotted timeframe. The youth will be involved in learning through various methods to include: 1:1 work with program staff, workshop/classroom instruction, formal training, job shadowing and work experience.

A summary of the implementation plan is as follows:

- Outreach/Recruitment activities will take place in various locations throughout the County
- Enrollment/Eligibility activities will similarly take place in various locations in order to be the most accessible to the youth/guardians and to provide immediate feedback regarding paperwork/signatures needed.
- Upon enrollment, youth will be assigned an Academic and Career Advisor to begin creating the individualized plan for services.
- Youth will participate in various assessments in order to identify skill sets and interests
- Based on the youth's assessment results, a career/educational track will be established so that the youth can begin working on their goals. This may look different for each youth such as:
 - Enrolling in educational courses to assist in finishing HS equivalency;
 - Enrolling in a vocational training or post-secondary options;
 - Tutoring;
 - Interviewing various individuals working within their identified career choice in order to learn more about that career; and,
 - Beginning the process for becoming involved in the Work Experience portion of the program
- Program staff will monitor progress toward goals to ensure a youth's individual goals are met as well as the WIA Common Measure expectations are met.

In addition to the customized services and training that will be provided, clients will also receive assistance in identifying and accessing supportive services to enable them to participate or to bridge the financial barriers to succeed/participate in employment/educational activities. RISE will provide direct assistance and/or referrals for such supportive services as transportation, childcare, financial assistance, public benefits and housing services to program participants.

If a youth enrolls and completes their program goals before the Program Year is over, Unity Care will begin to provide follow-up services through the end of the contract year.

The RISE active program will operate from July 1, 2010 to June 30, 2011. The Unity Care RISE Office is located in Salinas. Unity Care proposes to continue to utilize the Salinas office as well as utilizing Monterey County One Stop Career Centers to conduct meetings with youth, but also will meet with youth in public locations such as libraries and schools, which may be more convenient for the youth.

Pre-enrollment Activities

Outreach and Recruitment: Unity Care will conduct multiple recruitment activities throughout the community beginning in the first quarter of the contract (and beyond if necessary) in order to enroll youth as early as possible so that service delivery can begin considering the exit date must be by the end of the contract period.

RISE literature will be written both in English and Spanish. We will distribute recruitment flyers across the entire county to include locations where youth, families and those that work with youth frequent, such as: libraries, bus stops, neighborhood stores, coffee houses, malls, college campuses, job fairs, at group home facilities, in the

County's Independent Living Program, to Social Workers, Probation Officers, community based organizations that serve youth/young adults, One-Stop locations, as well as in secondary schools.

Program staff will work to communicate with career centers on campuses, as well as with school counselors in order to seek referrals for youth which may be a good fit for the program. Unity Care will additionally seek to present such information to community collaborations such as: SCORE (South County Outreach Effort), YARC (Young Adult Resource Collaborative) and Coalition of Homeless Service Providers, all of which Unity Care is currently, or has formerly been involved with.

Intake and Assessment Activities

Intake and Eligibility: After training from WIB regarding documentation specific to Monterey County's intake paperwork, Unity Care will be equipped to adequately engage youth in intake eligibility activities prior to enrollment into the program. Unity Care will have a dedicated staff member, the Workforce Specialist, with a main focus of recruiting/eligibility/enrollment, and also forging relationships with employers to develop Work Experience sites.

Once recruitment efforts are underway, intake orientation sessions and events will occur throughout the community at various times of the day in order to facilitate ease of access to information. At these sessions, information about the program will be provided to groups so that initial determinations regarding whether WIA is the most appropriate service for the individual can be flushed out. If it is determined that WIA is not appropriate or the youth would not be eligible for WIA services, referrals will be made to other appropriate community services based on the youth's needs. If it is determined that WIA is appropriate, the intake paperwork process will be started and/or completed with the youth/guardians at that time.

Unity Care may conduct such orientation sessions in the community such as: at the library, coffee shops, One Stop Career Centers, at educational/vocational institutions and in the Unity Care office. Program Staff will be equipped with a computer and scanner at each orientation session in order to be able to save important documents (such as ID cards and birth certificates) so that the need to be near a copy machine may be eliminated. In addition, program staff will be equipped to audit and inspect intake paperwork on site in order to ensure all necessary elements of documentation are resolved, and if not, provide the youth/guardian with a very specific checklist of what is yet to be submitted in order for WIA enrollment to be complete.

Orientation sessions may also occur individually if this better meets the needs of the youth; however we understand that sometimes it is less intimidating to come to a group event, than a 1:1 session. Another benefit to a group event is that as individuals ask questions, everyone may hear the answers which may then prompt additional questions for the benefit of everyone in attendance.

Each WIA youth participant enrolled in Unity Care's program will be assigned an Academic & Career Advisor who will provide assistance, guidance and individual case management services to the youth to ensure the youth have access to all the needed services, as deemed appropriate and necessary.

Assessment: Unity Care will employ various methods to determine the needs and plan for each individual youth. Once a youth is enrolled, and assigned an Academic and Career Advisor, the assessment phase of the program will begin. The following assessment tools will/may be utilized:

- Unity Care's Objective Assessment Tool: This tool was designed to discover the youth's status regarding the following: living situation, family situation, transportation information, educational history, work history, career ideas, sources of income, hobbies and legal situation. This information can not only assist in building initial rapport between youth and program staff, it can inevitably assist program staff in initially identifying barriers, referral needs as well as supportive service needs. It is expected that ongoing general assessment of a youth's needs and progress will continue for the duration of enrollment. Based on the results of the objective assessment, a formal training/needs strategy will be mutually developed between the Academic and Career Advisor and the youth. This strategy will identify the educational/employment goals and will plot a course of action that should be taken by the youth. It will include appropriate training objectives and/or support service needs. The plan will provide for such things as:
 - Preparation for post-secondary educational opportunities;
 - Strong links between academic and occupational learning;
 - Preparation for Work Experience, job shadowing and unsubsidized employment opportunities in appropriate cases; and
 - Information and referral to appropriate community resources
- TABE (Test of Adult Basic Education): This tool is used in the Monterey County WIA program to test for basic skills (literacy and numeracy scores) and can be taken in English or Spanish. These scores will help

determine whether a youth is considered "basic skills deficient" and thus require literacy and numeracy gains within the timeline of their active program participation. At the same time, practicing and improving scores on this assessment test will likely assist a youth in improving scores on other tests that score for information gathered between 1st and 12th grades such as the GED and CAHSEE tests.

- **RIASEC Career Assessment Test:** The career assessment tests will be conducted as the beginning stages of implementing a youth's individualized plan. The idea behind conducting this assessment at the beginning with the youth is to begin the discussion with them to think about their future, explore their interests as well as career options based on their personality and learning styles. The RIASEC (Realistic, Investigative, Artistic, Social, Enterprising) test helps the youth find the best career/job match with their personality. Once the youth completes this assessment, they will be able to narrow down their career interests and to begin to set a career path. We will help them explore their career pathways while showing youth the jobs within that pathway which can be done at a High School diploma level, post-high school education level and a 4 year degree level. There are various tools to utilize for this purpose such as the Career Pathways Handbook at http://www.hawaii.edu/cte/publications/Handbook_Reader.pdf, the California Career Zone at www.cacareerzone.org, as well as Career Development Worksheets at <http://www.khake.com/page95.html>.
- **WorkKeys® Assessments and Worldwide Interactive Network (WIN) Training**
 1. **WorkKeys® Assessment Process:** Unity Care agrees to assess out of school program participants and/or those who are already involved in post-secondary education using the WorkKeys® testing site as these youth are more likely to be working toward a career path and this tool would be more relevant to them. Such participants are encouraged to take all three (3) core assessment tests. Those who master these assessments are eligible to receive a Career Readiness Certificate administered through the Central Coast Career Readiness Consortium lead by the Monterey County Business Council (MCBC). Those who do not master the assessment tests and wish to upgrade their scores, Unity Care will refer the participant to Worldwide Interactive Network (WIN) remediation training at the Office of Employment Training (OET) for free self-paced Occupational Information Network (O*NET) remediation.
 2. **Authorized WorkKeys® Locations:** Unity Care will dedicate a minimum of one computer with Internet access for the use of WorkKeys® assessment testing for program participants. Unity Care agrees to provide training to any individual proctoring WorkKeys® assessment tests. Unity Care agrees to meet the required minimum specifications established by WorkKeys® and ACT for equipment, procedures, staffing, physical space, and other important criteria.
 3. **WorkKeys® Test Results:** To ensure customer confidentiality, Unity Care agrees to discuss WorkKeys® test results with the participant only to determine whether they have reached their desired score.
 4. **Use VOS to match O*NET job profiles using WorkKeys® scores:** Shoreline agrees to enter WorkKeys® assessment scores into the Virtual One Stop (VOS) case management system once they are received. VOS will be used to match WorkKeys® assessment skill levels with Occupational Information Network (O*NET) job profiles to help individuals identify appropriate occupations and support transferable skills.
 5. **Fees:** The cost for the WorkKeys® Readiness Indicator assessments and certificates has been built into Unity Care's budget in Exhibit B.
 6. **Disbursement of Career Readiness Certificates:** Unity Care will not have to create certificates. Certificates will be sent from ACT to MCBC, and MCBC in turn, shall sign and distribute the certificates to Unity Care to issue to the recipient(s).
 7. **Reporting to the WIB:** Unity Care agrees to provide WorkKeys® assessment performance updates to the WIB's Youth Council and other subcommittees of the WIB, as requested.

Monitoring, Tracking & Reporting: An on-going review of the progress of each participant in meeting Common Measures and the objectives of the individualized plan will be tracked by program staff and will be documented accordingly in the Virtual One Stop (VOS) case management system with hard copies being kept in paper-based charts.

The extent to which the nine (9) program elements will be provided

- 1) **Tutoring, study skills training, and instruction leading to secondary school completion, including dropout prevention strategies:** Acknowledging the direct connection between educational attainment and future earnings, Unity Care encourages academic learning and offers resources to youth who are struggling in school. Unity Care is so confident that the completion of a High School equivalency is critical to future economic sustainability, that the participation in our paid Work Experience component of the program is contingent on being enrolled and working towards high school equivalency, if a youth is not already graduated. We realize that in past

years, the idea of having a Work Experience opportunity has been an attractive factor for youth to enroll/engage, our hope that instilling this criteria will increase the numbers of youth enrolled and completing secondary school options. On another note, assisting youth with the tools and practice tests for the TABE will result in a secondary gain of better preparation for the GED or CAHSEE test as well. We will plan to ensure that the youth are aware of the tutoring resources already available at their school (high school, adult school, college tutoring, and professor office hours), however, if these resources have proved ineffective in the past, we may consider utilizing supportive services funding to pay other professionals to assist. However, additional options include offering workshop sessions to help them improve their scores and study skills, as well as turn them on to technology which can be of assistance to them such as: www.testprepreview.com, which has practice testing exercises for many types of tests such as: TABE testing assessments, GED and CAHSEE. In addition, Unity Care will utilize the free resources available in the community such as: students who need service learning/community service hours and student interns accordingly. Unity Care's RISE program has utilized the services of a SJSU BSW intern this past school year, which proved to be a success and we are willing to repeat this experience. Anticipating that not all youth that are enrolled in the WIA program will simultaneously be enrolled in school or in need of studying for testing, it is not expected that every youth will be in need of/receptive to tutoring services.

- 2) **Alternative Secondary School Offerings:** If a youth is over age 18 and/or they cannot attend traditional high school for various reasons, Unity Care will encourage and urge alternative Secondary school offerings. As mentioned previously, finishing high school or equivalency (such as GED or CHSPE) is viewed as vital by Unity Care and in order to ensure this process is finalized, we will not only urge the preparation for the tests, we will provide financial assistance in the form of Supportive Services to bridge any financial barriers to completing this goal. Additionally, for any youth participant to be enrolled in the Work Experience portion of the Unity Care program, they must be actively involved/participating in a High School completion or equivalent program if they have not already attained this educational achievement. Similarly, our outcome numbers for this component reflect an expected number of enrolled youth who would need this type of service.
- 3) **Paid and Unpaid Work Experiences, including internships and job shadowing:** Unity Care's Work Experience Program will be set up as follows:

Youth must participate in the following ways prior to being placed in a worksite:

- If youth is under the age of 18, they must first qualify for a work permit (such as: GPA requirements), as evidenced by the supporting documents to verify qualification (such as report card/transcripts).
- Youth must complete a career assessment to begin the exploration of their personality and how that matches up with a career pathway prior to engaging in the Work Experience component. This will help to assist the youth in narrowing down appropriate career options. Their career pathway will then inform their individualized goal plan (which may include taking courses, increasing scores, work experience and job exploration homework), and will better inform a suitable option for work experience (if appropriate) so that the youth is more involved and engaged in their worksite placement.
- Youth must have completed their High School diploma/equivalent or be on track to do so as evidenced by supporting documents (i.e., verification of education, copy of diploma/GED). This is for purposes of better ensuring that youth are continuing with their High School equivalent education regardless of their age.
- Youth must attend Unity Care's 15-hour Work Readiness training in its entirety. This training is to ensure that all youth have the same basic foundation of knowledge in order to be successful in the workplace not only in the Work Experience site, but for future endeavors. This initial basic training will be offered in group settings. A portion of the training will include using the curriculum "CareerKids". Using this video and worksheet curriculum, geared specifically for teens, allows the program staff to deliver material in a multi-media fashion, speaking at the level of the program participants. Topics in this curriculum include: Get a job- where do I find it?, Get a job- Write a resume, The how to's of looking and applying for jobs, Teens and Work, and Money Management. Other elements of the Work Readiness Training will be in group discussion and utilizing the computer and will cover topics such as: interviewing skills, paperwork completion (i.e., W4, timecards), due dates of timecards and paydays, how to understand your paycheck, what to expect about taxes, employee rights, workplace harassment, teamwork, following directions, good work ethics, worker's compensation, what to do when you have problems at work as well as offering role-plays and practice exercises to reinforce knowledge and skills. Sections of this training will be offered at various times, so that if a youth has other commitments (i.e., babysitting, school) they can make-up any section that they may miss. Beyond the group training sessions, youth will be set up with more individualized sessions based on a) their plans b) their performance or struggles in the group sessions (such as additional mock interviewing practice as needed) and c) the results of their WorkKeys Assessments if additional soft skills are identified as needed.
- Youth must identify work sites that are of interest to them (and as feasible, which match their career pathway). This may even include employers that the youth has previously applied to, but not received the job. Unity Care can then educate the employer about the program elements and the work readiness training, WorkKeys certificate and the case management services provided to the youth to help ensure their success. In general, instead of Unity Care approaching employers in the community despite a youth's interests and career

pathways, we are planning to approach employers that are identified and/or in career fields identified by the youth themselves. Clearly we can get a head start by approaching employers associated with popular/common career pathways (i.e. medical) and attending job fairs, we also realize that we will often need to assist youth in making the connection between possible Work Experience options in the community and their future career goal. In addition, we believe that if we garner the "buy in" of youth regarding site location/career field interest, we will see more success, excitement and engagement in the Work Experience process. Although we can definitely argue the fact that any job is a good experience, we also recognize that we will likely see more success if the youth are enjoying what they are learning and if they can see a direct correlation between their job and their career pathway.

- After an employer has agreed to function as a worksite, youth must interview with the employer to ensure that there is a suitable match
- After the successful interview, youth will be involved in a job shadowing exercise with the identified employer prior to actual placement in order to offer exposure to the youth regarding work culture, expectations and environment. If the youth or employer identifies initially that this environment is not a good fit for the youth, an alternative site will be considered.

Unity Care's Work Experience lengths will be based on:

- A) Age. For example, if a youth is 16 or 17, the Work Experience placement will be at a maximum of up to 20 hours per week. If a youth is 18 years old or above, the Work Experience placement will be at a maximum of up to 32 hours per week.
- B) Number of hours vs. number of weeks. For example, rather than being held to only 6 weeks, and knowing that not all youth have the same availability, such as other commitments (i.e., school/babysitting) which would keep them from being able to commit to 20 hours or 32 hours/week, participation lengths will be based on number of hours worked for a maximum of 120 hours for all participants.

Once a youth is placed in Work Experience, program staff will support the employment relationship through regular check-in and support services by:

- Checking in with the youth about their job, discuss concerns, talk through problems;
- At times, observing the youth (if appropriate) in their work setting
- Checking in with the on-site supervisor to help address problems before they grow; and,
- Encouraging the youth to be proactive in addressing their own problems in an appropriate adult manner.

Per WIA requirements, RISE participants will not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee. Additionally, due to criteria to participate in Work Experience, not all enrolled youth may be eligible for Work Experience (such as: too low GPA to get a work permit).

- 4) **Occupational Skills Training:** Unity Care will encourage Occupational Skills Training in various ways. For example, program staff will assess the youth's short-term and long-term goals as it relates to their career/education and will create an individualized plan with the youth. As a part of this plan, program staff will help to guide the youth by offering realistic options and alternatives to help the youth identify clear steps to progress towards their ultimate career goals. In operationalizing the individual plan, Unity Care may involve the youth in the Work Experience program component to allow them the opportunity to learn skills while on the job. We may provide group workshops and/or individualized training sessions to ensure youth's success in completing the Microsoft Digital Literacy Certificate test. The youth's individual plan may include involvement in vocational courses, or some personal homework and exploration (such as interviewing those who work in their career field to gain information/insight), or exposing themselves further (such as: observation and participation in a "ride-along" opportunity).

Based on their individual plan, and if coinciding with their career pathway, youth will be referred to local job training programs to gain needed skills that will reduce barriers to obtaining gainful employment in industry fields that are currently showing the most prospects for growth in Monterey County. For example, emphasis may be placed on making referrals and providing direct assistance, such as enrollment assistance and transportation costs, as needed, to the Regional Occupational Center, local apprenticeship programs and the Center for Employment Training (CET). CET is a private, 501(c)(3) non-profit organization offering training, support and job placement in Soledad and Salinas CET's is offered for positions in the following industries: 1) Building Maintenance, 2) Shipping, Receiving & Warehouse Operations, 3) Medical Administrative Assistant, 4) Custodial Services, 5) Medical Clerk, 6) Welding Fabrication and, 7) GET Jobs (General Employment Training) (www.cetweb.org). These training opportunities will provide our clients with skills matching most jobs projected to grow over the next 5 years as listed in the top 25 fastest growing occupations currently provided on the Monterey County Virtual One Stop website.

- 5) **Leadership Development Opportunities:** Soft skills such as positive social behavior, communication and teamwork will be taught in the Unity Care Work Readiness training, a requirement for any/all youth wanting to participate in Work Experience. This training however will be offered to all youth, even if they are not participating in Work Experience, and similarly, they may attend the entire training, or certain sections more than once if needed. In addition, as the RISE program has done in the past, we will offer fieldtrips to post-secondary institutions in order to expose youth to various types of post-secondary options. For example, in the past, we have toured such facilities as Heald College, Shoreline Culinary, Hartnell College, Cal Poly San Luis Obispo, DeVry University, UC Berkeley, Fresno State, San Francisco State University and San Jose State University.

Unity Care also has experience in providing Life Skills Workshops, not only through the RISE program, but through our Transitional Housing Programs for young adults ages 18-24, as well as being an Independent Living Program provider in two California Counties teaching life skills to youth ages 16-21. Therefore, we have access to many life skills curriculum materials such as: anger management, budgeting/money management, job search and attainment skills, study skills and choices and consequences and work behavior training.

For example, Unity Care is partnering with the nationally known organization, Operation HOPE, to utilize the "Banking on our Future" curriculum to convey critical money management messages. Although the curriculum was originally designed to be delivered in public school settings, they have agreed to partner with us and allow us to teach our youth to reach their goals of educating 5 million young people. This curriculum has been recognized nationally and internationally and is the recipient of both Oprah's Angel Network "Use Your Life Award" and the U.S. Treasury Department's John Sherman Award for Financial Literacy Excellence. There are 5 modules to this curriculum which can be taught both individually and in group settings: I. Basics of Banking and Financial Services, II. Checking & Savings Accounts, III. The Power of Credit, IV. Basic Investments, and V. Dignity and Empowerment. Information about their program may be found at: <http://www.operationhope.org>

- 6) **Supportive Services:** Unity Care is very familiar with WIA supportive services requirements and regulations. In addition, we have created internal systems and procedures in order to properly track and document the access of such services, as well as ensure that a youth does not exceed his/her WIA allotment of supportive services. Additionally, program staff will ensure that other resources have been considered as financial options before utilizing these funds, for example: accessing ILP discounts on California ID card fees, assisting youth in filling out financial aid forms (FAFSA), accessing other financial resources (such as Cal grants, Chafee Grant, EOPS, BOG waivers), and utilizing services from the Housing Advocacy Council and the Food Bank. In addition, program staff will assist participants in information and referral in order to understand and navigate available public benefit resources that might be available to them for which they have not yet applied (such as: Veteran's Benefits, Cal Works, Medi-Cal, SSI, SSDI, SDI, Section 8).

After other options have been considered, Program staff will provide linkages to the following supportive services:

- transportation (to/from work/school) such as bus passes or mileage reimbursement
- childcare (while working or in school)
- employment related medical services/testing
- work/training & education related uniforms, tools equipment, books
- community services (such as tutoring)
- personal maintenance
- housing

- 7) **Youth Mentoring:** All youth can benefit from having a healthy relationship with an adult who can help provide direction in their lives. As part of the RISE program, Unity Care staff will form relationships with youth and serve as mentors to personally support and encourage youth in employment and education achievement. Mentors will meet regularly with each youth and be available at additional times via phone or email for 12 months during and after exit. If it is appropriate, program staff will refer youth to mentoring programs in Monterey County, such as Big Brothers/Big Sisters of Monterey County or Girls Incorporated. In addition, as described above, Unity Care will utilize the availability of volunteer tutors, and/or student interns or other community groups (such as sororities) to provide needed services for youth. Program Staff will solicit employers and individuals in the community (whether they are Work Experience employers or not) to offer services as a career/job mentor to interested youth.

- 8) **Follow Up Services:** Follow-up services may be provided to youth who complete their active program services and goals and are therefore exited from the active program. However, follow-up services would only be provided as long as the contract is in place.

Follow-up services provided to WIA exited youth will include one or more of the following:

- Regular monthly documented contact with each youth;

- Assistance in addressing work-related problems that may arise;
- Tracking the progress of youth in employment and education;
- Providing assistance in securing better paying jobs, career development and further education; and,
- Providing adult mentoring services/relationships.

RISE will ensure that the timeliness of one's "exit" from the active program strategic to effectively engage youth during follow-up program services as well as to successfully achieve WIA youth Common Measures outcomes, most of which are captured after exit.

- 9) **Comprehensive Guidance and Counseling:** Each WIA youth participant enrolled in Unity Care's program will be assigned an Academic and Career Advisor who will provide assistance, guidance and individual case management services to youth, in order to ensure each has access to all needed services, as deemed appropriate and necessary. Unity Care's program staff will conduct individual assessments with each youth in order to determine the appropriate services suitable, based on their areas of interest, skill levels, aptitudes, abilities, and supportive services needs. Not only will guidance and counseling be provided through 1:1 case management, staff will refer youth to appropriate community resources (such as drug and alcohol counseling as needed). All services provided will be determined based on the youth's needs.

The extent of collaboration/services integration and referral system with partners

Because our RISE program has served Monterey County youth since 2005, Unity Care has developed an extensive Community Resource List, which keeps growing as we learn about new resources in Monterey County communities. In addition, Unity Care has participated on various committees within the community to include: ILP advisory board, Coalition of Homeless Service Providers and the Young Adult Resource Collaborative. As a result, Unity Care has many contacts and connections within the County.

Thus far, Unity Care has worked closely with or referred youth to other agencies as the youth's needs dictate such as: Monterey County's Office for Employment Training (WIB), One-Stop Career Centers, Local Educational Agencies (such as: Local Adult Schools, Hartnell, MPC, Heald College, Salinas Beauty College, CET, Job Corps, California Conservation Corps), Housing Agencies (such as: Housing Advocacy Council, Shelter Outreach Plus, Community Solutions, Community Human Services), Monterey County's Independent Living Program (ILP), Monterey County's Behavioral Health's AVANZA program, Medical options (such as: Medi-Cal, Clinica de Salud), Sexual assault recovery (such as: Monterey Rape Crisis Center, YWCA, Women's Crisis Center), Offender services (such as: Turning Point, Second Chance), as well as many support groups in the area. In addition, Unity Care has utilized many Educational Institutions to provide tours to our youth, private citizens to offer career insight, and is currently partnering with Operation Hope, as mentioned above, to provide financial literacy curriculum to youth.

A plan for the development of employer relations and how it will be implemented

As mentioned previously, there will be a program staff specifically dedicated to enrollment activities as well as engagement in Work Experience. This staff person will connect with employers when their career field matches with a youth's career pathway. We will solicit employer work-sites through face-to-face contact, phone calls, e-mails and my meeting them in the community and/or by attending local job and career fairs to gain information about the current job market, trends and requirements for the purpose of educating and pooling resources with supervisors willing to hiring our youth.

We will provide employers with information about the program, reminding them of the inherent benefits to the community and to their own business by participating, offering the proper paperwork for them to complete in order to become a worksite and a brief overview of the purpose and philosophy behind the program.

Plans to serve employment barriers for the youth population

Addressing Employment Barriers: There are many reasons young people have a difficult time obtaining and sustaining employment, such as: 1) the current state of the economy, 2) lack of education and skills, 3) limited jobs, 4) lack of transportation, 5) lack of appropriate role models, and 6) a lack of self-esteem. To address some of the WIA-defined youth barriers to employment, RISE will provide a bridge to these barriers by:

1. Assisting them with transportation services (bus passes), and work readiness attire, work tools, school books, etc.;
2. Referring youth to financial assistance services, alternative housing options, financial aid resources related to education (FAFSA, scholarships/grants), child care, and other resources for which they might qualify;

3. Serving as mentors and role models to encourage, guide and educate youth on education, employability and becoming self-sufficient adults.
4. Educating and counseling youth on employability prerequisites and work expectations on the job.
5. Utilizing a harm reduction model and motivational interviewing techniques, taking a practical approach with the youth, such as: "would you pass a drug test tomorrow if you found a job?" Staff can then continue the conversation with the youth depending on their response. At times, this is an educational conversation, other times more "real-life" scenarios are presented to them about the difficulties with job acquisition, job security and retention if actively using drugs. Program staff will also referred youth to support groups (AA, NA) or substance abuse programs (residential or outpatient) within the community in order to further assist youth who struggle with their own sobriety/recovery.
6. Unity Care will implement the WorkKeys Assessment to measure job skills so that training is targeted to individual needs. The Assessment will measure communication, problem solving, interpersonal skills and personal skills. The WorkKeys Job Profiling component will offer concrete ways for our staff to analyze the skills needed for specific jobs so that they can describe those needs to the youths.

2. Program Objectives Narrative

The total number of persons to be served including target group, geographic area and populations served

To serve 32 in-school and out-of-school economically disadvantaged youth (school dropout, pregnant or parenting, offender, homeless, runaway, foster youth and/or deficient in basic literacy skills, disabled) ages 16-21, who are residents of Monterey County. The purpose of the program is to help youth succeed in work and school settings by encouraging and enhancing their job readiness and educational/career development skills through various means. The Academic and Career Advisor will provide individualized case management to encourage positive participation, and along with other program staff, to provide employment advocacy on behalf of the youth. We anticipate 28 disadvantaged youth will gain exposure to real life job situations (Work Experience) while they are still connected to community support systems so that they can practice, succeed and begin to progress towards their own self-sufficiency.

3. Program Management Narrative

Organization's previous experience in operating employment training programs, administrative/fiscal capabilities, and the experience of the staff person(s)

Organizational Experience: Unity Care has been providing similar employment services to youth in our Monterey County RISE program since 2005 and in Santa Clara County since 2006. We have held contracts to provide WIA services in both Monterey County (follow-up services) and Santa Clara County (active and follow-up services both). This has allowed Unity Care to attend trainings provided by both Counties, as well as observe how the processes and procedures are handled in each respective County.

Unity Care's mission is *to provide quality youth and family programs for the purpose of creating healthier communities through life-long partnerships*. This goal is accomplished through three primary objectives: (1) To provide a safe, secure and positive living environments; (2) To educate at-risk youth; and (3) To prepare young people to pursue professions chronically under-represented by minorities. Unity Care challenges the impact of drugs, gangs and other self-destructive activities through education, self-management, interpersonal skill building, and the opportunity to regularly interact with a variety of positive role models. Since 1993, Unity Care has provided services to youth and families in the juvenile justice, mental health and child welfare systems in the counties of Santa Clara, Monterey, Alameda, Contra Costa, San Francisco, San Mateo, Santa Cruz, Orange County and, most recently, Placer.

The agency was founded with the purpose of serving at-risk youth in the Child Welfare and Juvenile Justice systems. Unity Care has been a staunch advocate of youth and families for more than 15 years regarding the policies and practices of CWS and JJS. President, CEO and Founder, André Chapman is a national presenter on creating effective and efficient culturally relevant services for communities of color. He is a member of the Santa Clara County Social Services Advisory Commission, and created the Children of Color Task Force in response to community concern (The NAACP and the Latino Social Worker Network, among others) about the over-representation of children of color in the Child Welfare System. Mr. Chapman is the Co-Chair of the Juvenile Hall Advisory Board (JHAB), which provides oversight of the Probation Department in how it manages Juvenile Hall and the County Ranches. In addition, he is the recipient of the following awards: (1) Avanti Magic Award (2001), presented by Senator Bob Dole, (2) honored by City Flight Magazine as One of the Ten Most Influential African-Americans in the Bay Area (2001), (3) the Allstate Insurance national 2002 From Whence We Came Award for community service, and (4) the MLK 2009 Drum Major Award.

As a leader in providing culturally competent services to at-risk youth and families, it has been our obligation to ensure that Unity Care staff represent and understand the cultural diversity of the communities that we serve and are adequately trained and prepared to serve their needs. Unity Care has successfully demonstrated the ability to effectively meet the growing needs of Monterey County youth and families who enter our doors as well as respond to the ever-changing needs of the community. Our agency's culture and structure provides for an environment of employee empowerment and youth & family advocacy that allows for quick adaptability to the changing environment. Our staff is trained to recognize cultural differences, build trust and to promote engagement and retention in care of those we serve. Our services are designed to operate within the most relevant and meaningful cultural, gender-sensitive, and age-appropriate context for the youth and families we serve. Unity Care services are delivered in partnership with our youth and families in response to the cultural concerns of racial and ethnic minority groups, including their languages, histories, traditions, beliefs, and values.

Committed to providing services that are culturally accessible, appropriate, and representative of the community we serve, Unity Care youth-serving programs are provided in the following areas: Residential Treatment Programs [7-Facilities], Mental Health Clinic, Therapeutic Behavioral Services (TBS), Independent Living Program, HIP-HOP 360 Creative Arts Self-Expression Program, (SB163) Wraparound, Youth After-School Leadership Program (9-School Sites), RISE-WIA Program (Career Development), and Unity Place [22-Bed-Transitional and Permanent Housing- Apartments].

Staff Experience/Fiscal Capability: Founder, President and CEO, André Chapman, has operated Unity Care since its inception in 1992. This year marks Unity Care's 18th year of operation and, under Mr. Chapman's leadership, the agency has served thousands of youth and their families. Unity Care currently provides broad-based multi-dimensional culturally competent services and activities that deliver indirect social and economic impacts. The agency's range of programs includes four different threads of care: residential, community, family services and mental health services. Under Mr. Chapman's leadership, Unity Care's programs and services currently benefit several counties throughout the extended San Francisco Bay Area communities by reaching out to at-risk youth.

Compliance Officer, Jenn McAleer, employed with UCG for 3 years, will provide administrative oversight in reference to RISE project outcomes and contract compliance. Her department will provide tracking and monitoring of intended program outcomes as well as any required reporting per contracted WIA services.

Our Accounting Team has extensive experience in financial planning, systems implementation, financial analysis, FAS 52, and fund accounting. All staff possesses a strong understanding, proficiency and background in federal grant regulations, budget processes, general ledger accounting functions, and audit management. In partnership with the Executive Leadership Team, the Accounting Team will ensure fiscal compliance of any resulting contract for WIA services.

Unity Care's Board of Directors annually hires an independent auditor to conduct an audit in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States.

In addition, Program Director, Rhonda Staton, has more than 10 years of related experience. Ms. Staton has served as the RISE Manager since of the program began providing WIA services in 2005. She will be responsible for implementing and overseeing the entire program (including both the follow-up and the leadership components) to ensure contract compliance, accurate documentation, and excellent services to the youth.

Staff WIA knowledge and experience

Staff WIA Knowledge/Experience: Expertise of current staff creates the capacity to effectively deliver this program. Our flat organizational structure and participatory management style allow for flexibility, innovation, and proactive response to critical and emerging client needs. In addition, our RISE staff have become well-versed in WIA regulations, and have learned the unique language of WIA programs and reporting requirements making it possible to adapt and respond quickly and effectively. As previously stated, Program Director, Rhonda Staton, has managed oversight of the RISE program since its inception in 2005. The Compliance Officer have provided administrative oversight for our current and past WIA contracts and will ensure technical compliance of any WIA contracts received per this RFP. Having successfully operated the RISE program in Monterey County since 2005, we have every confidence we will continue to successfully meet and or exceed the standards of any resulting contract for WIA services with the County of Monterey/WIB.

List of the above-mentioned staff and a brief description of their qualifications

Compliance Officer - Jenn McAleer, employed with UCG for 3 years, will provide administrative oversight in reference to the project outcomes and contract compliance. Ms. McAleer holds a BA in American Studies, a MS in Public Policy & Management, a MBA and a Certificate in Non-Profit Management. As with previous/current WIA contracts, her department will provide tracking and monitoring of intended program outcomes as well as any required reporting.

Program Director - Rhonda Staton has a B.A. in Social Work from Pacific Christian College in Fullerton, CA and a Masters of Social Welfare (MSW) from UC Berkeley in 2003. Rhonda has been employed with Unity Care for over 5 years. She as served as the WIA Program Manager since 2005. Her overall experience matches the proposed services as she has served in the following capacities: working with at-risk youth/adolescents, serving homeless individuals, working with individuals with mental illness, assisting young adults with life skills to learn how to transition to adulthood, and overseeing many programs serving adolescents who struggle with barriers to succeeding in work/school settings for various reasons. She managed the WIA contract in Santa Clara County in which we provided active services, where we were tasked with literacy and numeracy gains as well as providing Work Experience.

Organization's experience in collaboration

Having served Monterey County youth since 2005, Unity Care has developed an extensive Community Resource List, which keeps growing as we learn about new resources in our community. As we have discovered what is available, we recognize that other agencies/programs in the community have expertise and additional services, which could benefit the youth served, and therefore we welcome collaboration with other organizations/programs. Thus far, Unity Care has worked closely with or referred youth to other agencies such as: Monterey County's Office for Employment Training (OET), Local Educational Agencies (such as: Local Adult Schools, Hartnell, MPC, Heald College, Salinas Beauty College, CET, Job Corps, California Conservation Corps), Housing Agencies (such as: Housing Advocacy Council, Shelter Outreach Plus, Community Solutions, Community Human Services), Monterey County's Independent Living Program (ILP), Monterey County's Behavioral Health's AVANZA program, Medical options (such as: Medi-Cal, Clinica de Salud), Sexual assault recovery (such as: Monterey Rape Crisis Center, YWCA, Women's Crisis Center), Offender services (such as: Turning Point, Second Chance), as well as many support groups in the area.

In addition, Unity Care has participated on various committees within the community to include: ILP advisory board, Coalition of Homeless Service Providers and the Young Adult Resource Collaborative. As a result, Unity Care has many contacts and connections within the County.

Documentation of organization's management of government grants/contracts equal to or greater than a combined total of \$250,000 in the last four (4) years

Unity Care has maintained an average budget of \$8-\$10 million annually; of that amount, more than 90% of agency funding is provided by government contracts. Due to the large number of contracts, we are not able to fully document them here; however, we would be happy to make a list available upon request. Unity Care has managed all contracts satisfactorily including Monterey County WIA contracts managed for the past four (4) years in the following amounts: FY 05-06, \$140,000; FY 06-07, \$140,000; FY 07-08, \$120,000; and, FY 08-09, \$100,000.

Organization successes serving "Target Population" and achieved performance outcomes

Unity Care has the history and expertise of providing programs to hard-to-serve youth and young adults with significant educational, employment and housing barriers. Our many youth programs offer at-risk young people many opportunities for success and self-sufficiency as outlined below:

- **Foster Youth:** Unity Care has been serving foster youth since it's inception and currently serves foster and former foster youth in several counties through a variety of methods including: emergency shelter, residential care, wraparound services for families impacted by a youth involved in foster care, transitional and permanent housing for former foster youth, Independent Living Program services, and Therapeutic Behavioral services with one-on-one behavioral intervention. In addition, Unity Care provides counseling and guidance to prepare emancipated foster youth for their transition into adulthood to include transitional housing, compiling personal documentation and providing referrals to valuable resources available to foster and former foster youth.
- **Homeless:** As a former board member of the Coalition of Homeless Service Providers, Unity Care had collaborated with and has direct access to information from other membership agencies that provide various homeless services throughout Monterey County. Unity Care also operates transitional and permanent housing programs for homeless and former foster youth in Santa Clara Counties. Unity Care also provides individual assistance to youth who need help accessing homeless services.

- **Pregnant/Parenting:** In the past, Unity Care's RISE program provided assistance to pregnant and parenting youth providing access to information and resources on donations of baby cribs, financial assistance with child care needs, referral to community resources for child care options, referral to parenting classes, referral to community-based program which offers free car seats for active participants, referral to transitional housing specifically for pregnant/parenting youth, counseling regarding Family Medical Leave Act (FMLA), as well as one's employee rights regarding the FMLA.
- **Substance Abuse:** Program staff have also referred youth to support groups (AA, NA) or substance abuse programs (residential or outpatient) within the community in order to further assist the youth who struggle with their own sobriety/recovery. At the same time, staff are honest with the youth about their viability to enter the workforce if they cannot pass a drug test, as many employers, even for entry-level employment, are requiring drug-screenings prior to hiring.
- **Offender:** Unity Care is experienced in serving probation youth. We have collaborated with Turning Point as well as partnered with Probation Officers. In addition, we attempt to educate the youth about the consequences of their choices, at our "career options" workshops, guest speakers specifically addressed criminal backgrounds and how that impacts one's opportunities within a chosen career field. Unity Care serves probation youth in our ILP program in Santa Clara County as well as through residential services as well, so as an agency we are very familiar with the struggles of those on probation.
- **Limited English:** RISE program staff will be bi-cultural and bi-lingual in order to best serve all referred youth/family's language needs appropriately.
- **Basic Skills Deficient:** Unity Care encourages academic learning and offers resources to youth who are struggling in school as well as referring them to other resources (such as: Disabled Student Programs at Community Colleges, tutoring, online tutoring, study skills education).
- **Poor Work History:** Unity Care's RISE program educates and counsels youth on employability, work expectations on the job and will provide Work Experience opportunities.
- **Disability:** In the past, Unity Care's RISE program has assisted youth who have various types of disabilities to include psychiatric disability, physical disability, developmental disability and learning disability. Staff has actively referred youth to appropriate resources in the community such as the Department of Behavioral Health, Center for Independent Living, Regional Center, Easter Seals, Medi-Cal, SSI, the Employment Development Department, State Disability, and/or support groups (for youth and/or family members) in the community related to their disability or the struggles surrounding them.
- **Low Income:** As a majority of Unity Care's service population fits into this category, we have a vast experience working with low-income individuals. For eligible youth who qualify for WIA supportive services to meet their planned employment or educational goals, Unity Care will provide the youth with assistance related to transportation (bus passes), school books, uniforms, work clothes, etc. Unity Care will also refer youth to other public assistance services, alternative housing options, financial aid resources related to education (FAFSA, scholarships/grants) and other resources for which they qualify.
- **Adult mentoring:** Youth form relationships with Unity Care staff who act as mentors to personally support and encourage youth in employment and education achievement. Community resources for mentorship opportunities will be utilized as well.

Enrollment Goals

Enrollment Goals/Total Exit Youth Performance Goals for Program Year 2010-2011:

- To enroll eligible Youth (percentage of enrollments) from the entire county geographically as follows:
 - 10% - Salinas
 - 10% - West County (Seaside, Marina, Monterey Peninsula)
 - 10% - South County
 - 10% - North County
- To enroll eligible Youth (percentage of enrollments) from the demographic areas as follows:
 - 20% - Out-of-School Youth
 - 20% - Youth Offenders
 - 20% - Disabled Youth
 - 5% - Foster Care Youth
 - 20% - TANF Recipients
 - 2% - Homeless Youth
- Of the high-risk youth enrollments, we plan to prepare and enroll 32 individuals and 28 into Work Experience with the largest concentration of enrollments early in the contract year.

- Unity Care will develop a WIA participant exit strategy to effectively engage youth in program services and successfully achieve WIA performance outcomes for youth programs.
- Unity Care plans to exit all of their youth no later than June 30, 2011.
- We plan to transfer any youth who cannot meet the required common measure performance standards by June 30, 2011 to Office for Employment Training for completion of services.
- Unity Care's Enrollment Goals and Performance Measures are projected in the Program Operating Plan attached. The Agency plans to enroll youth participants from Monterey County in the WIA program beginning July 1, 2010 and continuing through March 31, 2011.
- We project 100% enrollments for each quarter in each program activity.

Attainment of Youth Common Measures

Unity Care has created this flowchart, which is kept in each youth's paper-based file so that we are always aware of what the expectations are regarding Common Measure Outcomes. Since not all youth are required to have the same outcomes (as you can see below), we created the flow chart to better direct us accordingly to ensure that we are tracking the proper outcomes for each individual youth.

Common Measures		Q1 after exit	Q3 after exit
1) Were they in post-secondary education, employment, military on application?	<p>If yes, they are excluded from the Q1 measure.</p>	<p>If no, then they need to be in at least one of these activities during the 1st quarter after exit:</p> <ul style="list-style-type: none"> • Employment • Post Secondary ed • Advanced Training • Occ. Skills Training • Military <p><i>(Placement in Employment or Education Measure)</i></p>	
2) Were they enrolled in any education at any time during the program?	<p>If no, they are excluded from this measure</p>		<p>If yes, they need to have attained a diploma, GED, or certificate by the end of the 3rd quarter after exit.</p> <p><i>(Attainment of Degree or Certificate Measure)</i></p>
3) Was the youth out-of-school AND Basic Skills Deficient?	<p>If yes, they must increase 1 or more educational functioning levels within 1 year of application/enrollment date (during active program). <i>(Literacy and Numeracy Measure)</i></p> <p>If no, they are excluded from this measure</p>		

WIA Participant Exit Strategy Based on the Youth Common Performance Measures:

Unity Care shall develop a WIA participant exit strategy to successfully achieve the Common Performance Measure outcomes for youth programs. Specific definitions of the Common Performance Measures are defined in the Training and Employment Guidance Letter (TEGL) 17-05, dated Feb. 17, 2006. Specific reporting changes for the Youth Literacy and Numeracy Gains Measures are defined in the TEGL 17-05, Change 1, dated August 13, 2007.

All youth program providers are accountable for three Common Performance Measures for all youth ages 14-21.

Prior to the exit of all WIA youth participants, Unity Care will consider the following:

1. Placement in Employment or Education

Percentage of youth participants who are in employment, the military, or enrolled in post-secondary education, and/or advanced training/occupational skills training, during the 1st Quarter (1-3 months) after exit. Exclusions: Youth in post-secondary education, employment or in the military at the date of participation.

2. Attainment of a Degree or Certificate

Percentage of youth participants who are enrolled in education who attain a diploma, GED, or certificate, by the end of the 3rd Quarter (6-12 months) after exit.

3. Literacy and Numeracy Gains

Percentage of youth participants who increase one or more educational functioning level(s) within one year of the date of participation. Exclusions: Out-of-school youth who are not basic skills deficient. Also, in-school youth.

Required WIB Training and Meeting Attendance

Unity Care agrees to participate in all training programs offered by the Monterey County WIB and it's staff. These trainings include, but are not limited to the 9 youth elements identified in the WIA, enhancing team building coordination between partners, youth conferences, WIB Youth Council meetings, Virtual One Stop system training and program upgrades, fiscal operations, working with hard to serve clients and any other pertinent training offerings deemed appropriate by WIB staff that are designed to improve administrative or programmatic services.

Unity Care will be required to report at monthly Youth Council meetings on their program performance and outcomes as well as the quantity and quality of leadership and mentorship services provided to WIA eligible youth.

Payment Provisions

Unity Care will be paid on a cost reimbursement basis within the limits of the approved line item budget on Exhibit B.

MONTEREY COUNTY
WORKFORCE INVESTMENT BOARD

EXHIBIT B
LINE ITEM BUDGET
2010-11

AGENCY: Unity Care Group
YOUTH SUBCONTRACT

Effective Date: July 1, 2010

(Contractor must ensure that planned expenditures prorated to and within this budget are in accordance with reasonable and recognized methods of allocating costs.)

ITEMIZED BUDGET CATEGORIES

8500	STAFF SALARIES AND BENEFITS	30 % minimum		TOTAL BUDGET	Quarterly Plan						
		In School	Out of School		09/30/10	12/31/10	03/31/11	06/30/11			
8500	SERVICES AND SUPPLIES	\$ 54,705.00	\$ 23,445.00	\$ 78,150.00	\$ 19,537.50	\$ 39,075.00	\$ 58,612.50	\$ 78,150.00			
8500	Building Rent			\$ 3,550.00	\$ 887.50	\$ 1,775.00	\$ 2,662.50	\$ 3,550.00			
8500	Building Maintenance and Repair			\$ -	\$ -	\$ -	\$ -	\$ -			
8500	Janitorial			\$ -	\$ -	\$ -	\$ -	\$ -			
8500	Utilities			\$ 1,025.00	\$ 256.25	\$ 512.50	\$ 768.75	\$ 1,025.00			
8500	Postage and Shipping			\$ 50.00	\$ 12.50	\$ 25.00	\$ 37.50	\$ 50.00			
8500	Office Supplies			\$ 200.00	\$ 50.00	\$ 100.00	\$ 150.00	\$ 200.00			
8500	Computers/Hardware/Peripherals			\$ -	\$ -	\$ -	\$ -	\$ -			
8500	Equipment Maintenance			\$ -	\$ -	\$ -	\$ -	\$ -			
8500	Equipment Lease/Rental			\$ 750.00	\$ 187.50	\$ 375.00	\$ 562.50	\$ 750.00			
8500	Communications/Internet			\$ 400.00	\$ 100.00	\$ 200.00	\$ 300.00	\$ 400.00			
8500	Insurance			\$ -	\$ -	\$ -	\$ -	\$ -			
8500	Employee Travel			\$ 1,800.00	\$ 450.00	\$ 900.00	\$ 1,350.00	\$ 1,800.00			
8500	Employee Training			\$ -	\$ -	\$ -	\$ -	\$ -			
8500	Outreach/Printing			\$ -	\$ -	\$ -	\$ -	\$ -			
8500	Other Professional Services-Audit			\$ -	\$ -	\$ -	\$ -	\$ -			
8500	TOTAL SERVICES AND SUPPLIES	\$ -	\$ -	\$ 7,775.00	\$ 1,943.75	\$ 3,887.50	\$ 5,831.25	\$ 7,775.00			
CENTRAL OPERATING EXPENSE (INDIRECT)					\$ 7,805.00	\$ 1,961.25	\$ 3,902.50	\$ 5,853.75	\$ 7,805.00		
PROFIT					\$ -	\$ -	\$ -	\$ -	\$ -		
WORK EXP. WAGES AND BENEFITS					\$ 33,600.00	\$ 8,400.00	\$ 16,800.00	\$ 25,200.00	\$ 33,600.00		
CHECK CHARGE @ \$5.25 PER CHECK					\$ -	\$ -	\$ -	\$ -	\$ -		
TOTAL SUPPORTIVE SERVICES					\$ 5,600.00	\$ 1,400.00	\$ 2,800.00	\$ 4,200.00	\$ 5,600.00		
TOTAL CONTRACT BUDGET					\$ 54,705.00	\$ 23,445.00	\$ 132,930.00	\$ 33,232.50	\$ 66,465.00	\$ 99,697.50	\$ 132,930.00

Youth Program Operating Plan Cumulative Monthly Performance and Enrollment Goals		Service Provider: Unity Care Group											
MONTH ENDING		7/31/2010	8/31/2010	9/30/2010	10/31/2010	11/30/2010	12/31/2010	1/31/2011	2/28/2011	3/31/2011	4/30/2011	5/31/2011	6/30/2011
I. Total Enrollment in WIA Youth Services (Sum of I.A. + I.B.)													
A. Cumulative New Enrollments		2	7	11	15	19	23	27	31	32	32	32	32
B. Enrollments Carried in from Prior Contract Year													
C. Program Elements													
1) Tutoring		0	0	0	1	2	4	5	7	8	9	10	10
2) Alternative Secondary School		0	0	0	0	1	2	3	4	5	6	7	8
3) Work Experience		0	2	5	9	13	15	19	24	28	28	28	28
4) Occupational Skill Training		0	0	0	0	0	0	0	0	0	0	0	0
5) Leadership Development		0	2	6	10	14	18	22	26	29	30	30	30
6) Supportive Services		0	1	4	7	9	14	17	20	22	24	26	30
7) Youth Mentoring		0	2	5	9	13	15	19	24	28	30	32	32
8) Comprehensive Guidance and Counseling		0	2	5	9	13	15	19	24	28	30	32	32
9) Summer Employment													
II. Total Exits and Performance Measures (Sum of II.A. + II.B.)													
A. Follow-up after exit:													
B. Youth Exits (Older & Younger)													
1. Placement in Employment or Education (Goal 65%)		0	0	0	0	0	0	0	0	0	0	0	21
2. Attainment of a Degree or Certification (Goal 45%)		0	0	0	0	0	0	3	5	7	10	12	15
3. Literacy and Numeracy Gains (Goal 15%)		0	0	0	0	0	0	0	1	2	3	4	5

EXHIBIT D

OTHER TERMS AND CONDITIONS

The following applies to all programs and/or projects funded under the Workforce Investment Act (W.I.A.) conducted by Unity Care Group, Inc. hereinafter referred to as CONTRACTOR. The County of Monterey Board of Supervisors, acting as the Local Workforce Investment Area (LWIA), is hereinafter referred to as "County" or Workforce Investment Board (WIB).

5. ADDITIONAL PERFORMANCE STANDARDS

- 5.04. The CONTRACTOR shall comply with all the Special Provisions/Conditions and Assurances of this Contract; the requirements of W.I.A. and the regulations promulgated under W.I.A.; all applicable terms and conditions imposed and required by any grant between the County and the State of California (State); and any subsequent revisions and/or modifications of it; any administrative and/or statutory requirements imposed by the State, although the State is not a direct party to this Contract.
- 5.05. In the event there is a conflict between the provisions of this Contract, the provisions of the W.I.A. Plan, including the attachments hereto and the documents incorporated therein as presently worded or as amended in the future, the parties hereto agree that the provisions of said plan as defined by County within the context of the 5-year LWIA Job Training Plan shall prevail.
- 5.06. The CONTRACTOR, commencing as of the date of execution of this Contract by both parties, shall perform all the functions set forth in the Description of Program. Adequate performance under this Contract is essential and the CONTRACTOR shall measure its performance results against goals and performance standards provided by this Contract. Measured performance below goals standards will constitute noncompliance with the terms of this Contract.
- 5.07. CORRECTIVE ACTION PLAN: It is the responsibility of the CONTRACTOR to bring to the attention of the County areas of performance which are below goals and standards and, with respect to each such area, prepare a corrective action plan or a statement justifying modification of operational plans. In addition, upon receipt of any monitoring report or other communication identifying areas of concern, a corrective action plan must be submitted to the County within the time frame identified in the report. A corrective action plan shall consist of the following:
- (a) Specific Actions to be taken
 - (b) The objective of each action
 - (c) Completion dates
 - (d) Person(s) responsible
 - (e) Result to be accomplished.

The CONTRACTOR shall submit all corrective plans to WIB staff for written approval. If approved, the CONTRACTOR shall keep the County aware on a continued basis of the results of the corrective action plan. The County reserves the right to require modifications to the corrective action plan, satisfactory to the County, in the event of failure by the CONTRACTOR to achieve the specified results.

6. PAYMENT/REIMBURSEMENTS/ADJUSTMENTS CONDITIONS-Additional Provisions

- 6.03. CONTRACTOR shall maintain a financial management system that complies with Monterey County WIB adopted standards and as directed by the State of California. Fiscal accounts will be maintained in a manner sufficient to permit reports required by the WIB or the State of California to be prepared.
- 6.04. PAYMENT ADJUSTMENTS: If any funds are expended by the CONTRACTOR in violation of the terms of this Contract (including all applicable statutes, regulations, guidelines, WIB Bulletins), the County may deduct the amount of such unauthorized or illegal expenditures from payments otherwise payable to CONTRACTOR in order to recover any amount expended for unauthorized purposes in the current or immediate preceding fiscal year. No such action taken by County shall entitle the CONTRACTOR to reduce program operations or salaries, wages, fringe benefits, or services for any program participant. Any such reduction in expenditures may be deemed sufficient cause for termination of this Contract. Within thirty (30) days of request by County, CONTRACTOR shall reimburse County for any payments made for expenditures, which are in violation of this Contract.
- 6.05. PAYMENT OF AUTHORIZED EXPENDITURES: Subject to receipt of funds from State, County agrees to reimburse CONTRACTOR for expenditures authorized in the program budget. Financial reports and invoices are due to the fiscal department of the Office for Employment Training (OET) by the 15th working day of each month and shall include all obligations, expenditures and accruals incurred during the previous month, unless otherwise specified by the WIB. OET shall pay the certified invoice within 30 days of receiving the certified invoice. Financial information reported on claims must be directly linked to records maintained by the CONTRACTOR which support actual delivery of services as outlined in the existing contract between the subagent and the LWIA. The LWIA shall be the sole judge of what constitutes adequate supporting documentation.
- 6.06. FISCAL RESPONSIBILITIES
- 6.06.01. No cost shall be allowed under this Contract which is not specifically identified in CONTRACTOR approved budget or schedule of payment. CONTRACTOR shall not transfer funds between cost categories or adjust designated "total budget" line items without prior written approval by authorized WIB staff (applicable to cost reimbursement contracts only). Invoices for reimbursement submitted by CONTRACTOR that include designated total line item expenditures above the total budget for that designated line item will not be paid until the cost overrun is reconciled. Budget line items noted in *italics* are not subject to reconciliation if variance occurs except the total budget for the *italicized* category. All limitations on expenditures specified in Federal and State fiscal requirements shall apply to this Contract.
- 6.06.02. CONTRACTOR shall not charge nor receive compensation under this Contract for any services or expenses unless said services or expenses are directly and exclusively related to the purpose of this Contract. In addition, payment may not be received by CONTRACTOR from any other source for said services or expenses. Moreover, funds shall not be allowed for cost incurred before or after the effective dates of this Contract. Funds shall not be based as security or payment for obligations nor as loans for activities of other funded programs.
- 6.06.03. CONTRACTOR shall have adequate administrative and accounting controls, personnel standards, evaluation procedures and other policies to promote the program's effective use of funds provided under this Contract.
- 6.06.04. CONTRACTOR shall submit to the WIB all required reports on a timely basis as delineated by the WIB. Original OJT contracts (copies will not be accepted) must be submitted to the WIB no later than 3 days after the contract start date. Participant enrollment data not on file with the WIB at the time of OJT contract submittal will result in a negative evaluation. All such evaluations will be provided to the WIB as part of their Oversight and Evaluation responsibilities.

- 6.06.05. CONTRACTOR must submit to the WIB deobligations for OJT contracts ending prior to the scheduled contract end date. These deobligations must be submitted no later than 15 working days following the OJT contract earlier ending date.
- 6.07. Notwithstanding any other provisions of this Contract, County may elect not to make a particular payment on account of this Contract if:
- (a) MISREPRESENTATION: CONTRACTOR, with or without knowledge, shall have made any misrepresentation of a substantial and material nature with respect to any information furnished to County.
 - (b) LITIGATION: There is then pending litigation with respect to the performance by CONTRACTOR of any of its duties or obligations hereunder which may jeopardize or adversely affect carrying out the project, including any court action or proceeding involving the Federal Bankruptcy Act.
 - (c) DEFAULT: CONTRACTOR is in default under any provision of this Contract.
- 6.07. PROGRAM INCOME/UNEXPENDED FUNDS.
- 6.08.01. Public or private non-profit CONTRACTOR revenues received in excess of costs (which have been properly earned) and which are received in addition to payments made by County to CONTRACTOR are to be treated as program income. Accordingly, these funds may be retained by the service provider to underwrite additional training or training related services pursuant to the project or program that generated them, consistent with the purposes of W.I.A. When CONTRACTOR ultimately discontinues the provision of all W.I.A. training and/or services described in this Contract, program income remaining shall be returned to the County.
- 6.08.02. Return of Unexpended Funds. CONTRACTOR agrees that either upon completion or termination of this Contract, any unexpended and/or unauthorized funds received shall be promptly returned to County.
- 6.09. DISALLOWED COSTS: The CONTRACTOR has full responsibility to ensure the proper expenditure of W.I.A. funds paid to it under its Contract with County. Any funds expended by CONTRACTOR under a Contract from the County, which are later determined not to have been allowable, must be immediately refunded to the County.
- 6.09.01. CONTRACTOR shall be notified of all final determinations made by the LWIA regarding audit reports, independent monitoring reports, and LWIA administrative findings by a final determination letter.
- 6.09.02. CONTRACTOR may appeal or seek a legal determination with regard to any such disallowance. During the pending of any such appeal or legal action, CONTRACTOR must deposit funds in the total amount disallowed in an interest bearing escrow account or provide the County with acceptable security for such funds. At the conclusion of the appeal, the interest earned shall be divided proportionately with the deposited funds according to the ruling on the deposited funds.
- 6.09.03. If CONTRACTOR fails to refund any disallowed cost and further fails to place the funds in an escrow account or to provide adequate security therefore within 30 days, County may, at its sole discretion, terminate any and all Contracts with CONTRACTOR effective immediately thereon.

6.10. STAFF SALARY LIMITATIONS

6.10.01. Personnel whose time is charged to the Program Budget under this Contract or subcontract shall be paid on a pro-rata basis commensurate with the percentage of time devoted to the program. Personnel costs including salary shall be reasonable. Employees of CONTRACTOR shall be compensated under this Contract only for work performed under the terms of this Contract.

6.10.02. County shall not pay, and CONTRACTOR shall not request payment for any accrued employee fringe benefits (including vacation and sick time), which were not accrued by CONTRACTOR employees during the term of this Contract.

6.11. PER DIEM AND TRAVEL: Mileage payments when permitted should be made at the agency rate per mile, but the rate cannot exceed the amount allowed by the County of Monterey.

6.12. SUSPENSION OR REDUCTION OF FUNDING: County may suspend payments to CONTRACTOR prior to termination in whole or in part for cause. Cause shall include the following:

- (a) Failure to comply in any respect with either the terms and/or conditions of this Contract, or
- (b) Submission to County of reports that are incorrect or incomplete in any substantial and material respect, or
- (c) Termination or suspension by the State of the grant to the County.

6.12.01. County may withhold payment of any unearned portion of the grant if CONTRACTOR is unable or unwilling to accept any additional conditions that may be required by law, by executive order, by regulation, or by other policy announced by State at any time. Upon suspension of funds, CONTRACTOR agrees not to expend any funds related to or connected with any area of conflict concerning which County has determined that suspension of funds is necessary.

6.12.02. Failure of the CONTRACTOR to satisfy administrative standards and/or performance goals may result in the immediate reduction of service levels to applicants and/or enrollees by the County. Such reduction will be accompanied by a proportionate decrease in obligated contract funds.

7. ADDITIONAL TERMINATION CONDITIONS

7.02.01. This Contract may be terminated immediately in whole or in part for cause, which shall include, but is not limited to the

- (a) Suspension or termination by State of California of the grant to County under which this Contract is made, or
- (b) Improper use of funds furnished under this Contract.

7.03. The CONTRACTOR shall have the right of appeal in the event of termination for cause only. Regular appeal procedures for resolving disputes may be utilized, except that if CONTRACTOR has failed to submit its appeal within fifteen (15) days from the date of termination notice, CONTRACTOR shall have no right to appeal. In any case, where County has made a determination of the amount due to CONTRACTOR, County shall pay to the CONTRACTOR the following:

- (a) If there is no right of appeal hereunder or if no timely appeal has been taken, the amount determined by County, or
- (b) If an appeal has been taken, the amount finally determined by such appeal.

10. RECORDS AND CONFIDENTIALITY – Additional Provisions

10.04.01. The expenditure of W.I.A. funds is subject to independent audit under the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996. CONTRACTOR must furnish the Monterey County Office for Employment Training (OET) with an audit report within thirty (30) days of the completion of the audit but not more than nine (9) months after the end of the audit period.

10.04.02. Audit requirements are stipulated by the Office of Management and Budget (OMB) Circular A-133.

10.04.02.01. As a condition of receiving W.I.A. funds, the independent auditor or monitor of the LWIA, the Employment Development Department (EDD) auditors, investigators, monitors, and their representatives, shall at all times during the period that the grant is in force and for a period of four years thereafter, have access to all related records and financial statements and to individuals with knowledge of the records and financial statements as may be necessary to ensure compliance to the W.I.A. law, regulations, and directives.

10.04.02.02. Each LWIA will conduct and ensure that their subrecipients, expending a combined total of \$300,000 or more in federal funds in fiscal years ending on or before December 31, 2003, or \$500,000 or more of federal funds in fiscal years ending after December 31, 2003, conducts an audit in accordance with Section 184 of W.I.A., Title 20 CFR Section 667.200, Title 29 CFR Part 95 or 97 (as applicable), and Title 31 USC Chapter 75.

10.04.02.03. All documents, records, work papers, etc. associated with the audit shall be retained for a minimum of three (3) years after the issuance of the audit report. If, prior to the expiration of the three year time period, any audit resolution, litigation, or claim is instituted involving the grant covered by the records, the CONTRACTOR shall retain the documentation beyond the period until the audit findings, litigation, or claim has been finally resolved and written notification is received from the Director of the Employment Development Department regarding destruction.

10.04.03. Board Minutes. CONTRACTOR shall have available for W.I.A. review copies to all Board or Council minutes in which the W.I.A. program is discussed.

10.04.04. Public Statements/Press Releases. Prior to release, CONTRACTOR shall submit any press release or statement to the public related to this Contract to WIB for review and approval.

10.04.05. CONTRACTOR shall submit to County all required reports on a timely basis as delineated by County. CONTRACTOR shall submit written monthly status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken or other reports determined to be necessary by the WIB. These reports are due to the WIB by the 15th working day of each month. CONTRACTOR also shall submit on a timely basis all required contract supplemental documents.

10.04.06. CONTRACTOR shall make available to the County, upon request, a complete and detailed record or cost allocation of any expenses that are in whole or part supported with program funds. This detailed account shall include percentages and total contributions from both W.I.A. and non-W.I.A. sources. Shared expenses may include, but are not necessarily limited to the following: staff salaries, facilities, equipment, etc.

11. NON-DISCRIMINATION/AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY – Additional Provisions

- 11.01. CONTRACTOR will take affirmative action to ensure that applicants and employees are treated during employment or services without regard to their race, color, religion, sex, citizenship, national origin, handicap, age, political affiliation or beliefs. Such action shall include, but not be limited to, the following:
- 11.02. Recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, demotion or transfer, job assignments, working conditions, hiring, training, and selection for training including apprenticeship, and all terms and conditions of employment.
- 11.03. CONTRACTOR will comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations, 41 CFR 60, 29 CFR 97.36 (i) (1-13), 29 CFR 37.20 (a) (1), and other pertinent Federal, State and local Equal Employment Opportunity and Affirmative Action regulations, guidelines and policies pertaining to W.I.A. participants and CONTRACTOR staff.
- 11.04. CONTRACTOR will be governed by W.I.A. procedures relating to complaints alleging violations of the Act, regulations, grant, other Contracts under the Act including terms and conditions of employment. Participants will be notified in writing, upon enrollment into employment or training, of the W.I.A. Complaint Procedures including notification of their right to file a complaint and instructions on how to do so. Complaint Procedures include: (1) the right to file a complaint, (2) the opportunity to resolve complaints informally (3) written notice of hearings, and (4) a final decision within sixty (60) days of the date of filing.
- 11.05. PERSONNEL PROCEDURES: CONTRACTOR shall ensure equal employment opportunity based on objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, performance evaluation, and employee-management relations.

13. ADDITIONAL INDEPENDENT CONTRACTOR CONDITIONS

- 13.01. CONTRACTOR is not in a Local Workforce Investment Area contractual relationship with the State and therefore shall be governed in the operation of the program by this Contract.

14. ADDITIONAL NOTICE CONDITIONS

- 14.01. Notice shall be effective on the date personal service is effected or the date of the signature of the return receipt.

15. ADDITIONAL GENERAL REQUIREMENTS

- 15.01.01. Conflict of Interest. CONTRACTOR shall not pay compensation in any form to a person employed by County within the preceding two years, if such person in any way participated in any action or decision which affected the economic interest of CONTRACTOR or the action or decision was one which affected the CONTRACTOR's interest as a member of the public or a significant segment of the public,

or as a member of an industry, profession or occupation to no greater extent than any other member of the public, industry, profession or occupation.

- 15.02.01. Amendment to Contract. This Contract contains the full and complete understanding between the parties subject to any applicable laws, rules, and regulations. County may issue administrative directives and/or unilateral Contract amendments concerning interpretations of federal rules and regulations, directives received from State and/or requests from the Board of Supervisors that may require changes in procedures by CONTRACTOR. CONTRACTOR shall be deemed responsible for complying with such administrative directives and/or amendments only after being formally notified in writing of the appropriate action necessary. CONTRACTOR may initiate requests for Contract amendments, including budget line-item amendments, only once per fiscal quarter. All requests for Contract amendment must provide a detailed justification for such an amendment.
- 15.13.01. Civil Code Section 1654. It is agreed and understood by the parties hereto that this Contract has been arrived at through negotiation and that neither party is to be deemed the party which prepared this Contract within the meaning of Civil Code Section 1654.
- 15.15.01. Authority to Bind Contractor. Prior to the execution of this Contract, CONTRACTOR shall furnish County in writing, a list of persons authorized to execute on behalf of CONTRACTOR: Contracts, modifications to Contracts, invoices or other documents as may be required by County. The above list should include signatures of all authorized individuals and be certified by CONTRACTOR governing body. In the event authority is delegated to a position (e.g., President, Vice President, Treasurer), rather than to an individual, the list of positions so authorized shall be furnished including signatures of present position holders.
- 15.18. CONTRACTOR will assure that all customers first register through the Virtual One Stop Case Management System: <http://www.onestopmonterey.org/>
- 15.19. CONTRACTOR will assure that customers utilize the Virtual One Stop Case Management System for the provision of core services.
- 15.20. Customer follow-up services must be performed no later than 30 days and 90 days after services are rendered.
- 15.21. Customers accessing OJT or Classroom Training funds administered by the WIB must first receive at least one Core Service and Intensive Service and must meet one of the following WIB established priorities:
 - 15.21.01. Those who are most able to benefit and whose services will result in the biggest return on investment. This included individuals who are currently receiving some kind of public assistance, including, but not limited to cash aid and unemployment insurance.
 - 15.21.02. Those who are currently underemployed, as defined by working part or full time, but unable to earn self-sufficiency wages.
- 15.22. Customers shall not be liable for outstanding charges as a result of registration or enrollment in a training program or training activity provided under this Contract.
- 15.23. County Contract Administrator. The Executive Director of the Workforce Investment Board or his designee is authorized and directed, for and on behalf of County, to administer this Contract and all related matters in connection herewith and his or her decision shall be final.

- 15.24. Referrals from Fee Service Agencies. CONTRACTOR shall not accept referrals for participant positions funded under this Contract from any agency which charges a fee to either the individual being referred or the employing agency for the services rendered. Charges incurred in violation of this clause shall be the sole responsibility of the CONTRACTOR, and shall not be charged to either this Contract or the participant employee under this agreement.
- 15.25. Property. Title to non-expendable property with a unit value in excess of \$1,000.00 acquired with program funds and with a life expectancy of one year or more in accordance with approved budgets, vests in the County subject to use for program purposes by the CONTRACTOR during the term of the use, accountability, maintenance, protection and preservation of such property insurance to cover the loss or theft of said equipment is due at WIB within 30 days of execution of this Contract. Upon completion of program, all such property shall be transferred to the possession of the County in accordance with the instruction of County.
- 15.25.01. CONTRACTOR shall obtain advance written approval of County for purchase of any non-expendable equipment having a unit purchase price of \$1,000.00 or more, and use expectancy in excess of one year.
- 15.25.02 All capital equipment shall be properly identified by serial number and inventoried by CONTRACTOR. This inventory shall be submitted to County and updated by CONTRACTOR as purchases are made.
- 15.26. Maintenance of Effort. The CONTRACTOR shall comply with the following maintenance of effort requirements:
- (a) Participant positions funded through this Contract are in addition to those that would otherwise be financed by CONTRACTOR without assistance under W.I.A.
 - (b) Positions requested shall: (1) result in an increase in employment opportunities over those that would otherwise be available; (2) not result in the displacement of currently employed workers, including partial displacement such as a reduction in hours of non-overtime work, wages or employment benefits; (3) not impair existing contracts for service or result in a substitution of Federal funds for other funds in connection with work that would otherwise be performed; substitute public service and/or work experience positions for existing jobs.
 - (c) CONTRACTOR will not terminate, lay off or reduce the working hours of an employee for the purpose of hiring an individual with funds available under W.I.A.
 - (d) CONTRACTOR will not hire any person under W.I.A. when any other person is on lay-off for the same or substantially equivalent job.
- 15.27.1. Other Program Obligations. As a condition to the award of financial assistance under Title I of W.I.A. from the Department of Labor, the CONTRACTOR assures, with respect to operation of the W.I.A.-funded program or activity and all Contracts or arrangements to carry out the W.I.A. funded program or activity, that it will comply fully with the WIA Section 188 nondiscrimination and equal opportunity provisions of the Workforce Investment Act of 1998 (W.I.A.), including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by, or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

The LWIA, State of California, and the Department of Labor shall have unlimited rights to any data first produced or delivered under the Contract (Contracts which involve the use/development of computer programs/applications, or the maintenance of databases or other computer data processing program, including the inputting of data):

The LWIA, State of California, and the Department of Labor reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

(a) The copyright or patent in any work developed under a grant or Contract; and

(b) Any rights of copyright or patent to which a grantee or CONTRACTOR purchases ownership with grant support.

15.28. Debarment. This contract is subject to immediate termination if CONTRACTOR is identified on any debarment list issued by the Workforce Investment Division of the State of California.

EXHIBIT E

GENERAL ASSURANCES AND CERTIFICATIONS WORKFORCE INVESTMENT ACT (WIA)

GENERAL ASSURANCES

1. Contractor assures and certifies that:
 - a. It will fully comply with the requirements of the Workforce Investment Act (W.I.A.), Public Law 105-220, hereafter referred to as the Act, and with the regulations promulgated thereunder; and
 - b. It will fully comply with applicable OMB Circulars, as those circulars relate to functions such as the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.
 - c. It will fully comply with the provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to Department of Labor (DOL) job training programs.
2. The Contractor further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall fully comply with them.
3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the Contractor makes the following assurances and certifications:
 - a. If it is a corporation, it is registered with the Secretary of State of the State of California.
 - b. It possesses legal authority to apply for the grant: that a resolution, motion or similar action has been duly adopted or passed as an official act of the Contractor's governing body, -authorizing the filing of the application, including all understanding and assurances contained therein, and directing and authorizing the person identified as the official representative of the Contractor to act in connection with the application and to provide such additional information as may be required.
 - c. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and, in accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives federal financial assistance; and will immediately take any measures necessary to effectuate this agreement.

Further, it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant or agreement is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
 - d. It will comply with the Americans with Disabilities Act of 1990 (ADA) insofar as Contractor is required to comply with said Act.
 - e. It will comply with WIA Section 188 that ensures non-discrimination and equal opportunity for various categories of persons, including persons with disabilities, who apply for and participate in programs and activities operated by recipients of WIA Title I financial assistance.
 - f. It will comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations, 41 CFR 60, 29 CFR 97.36 (i) (1-13). The Executive Order 11246, as amended prohibits employment discrimination on the basis of sex, race, color, religion, and national origin by federally assisted contractors and subcontractors. The Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, sex or national origin.
 - g. It will comply with Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.

- h. It will comply with the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- i. It will comply with Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- j. Under penalty of perjury under the laws of the State of California that it will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - 1.) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations;
 - 2.) Establish a Drug-Free Awareness Program as required to inform employees about the dangers of drug abuse in the workplace; the person's or organization's policy of maintaining a drug-free workplace; any available counseling, rehabilitation and employee assistance programs; and penalties that may be imposed upon employment for drug abuse violations;
 - 3.) Every employee who works on this agreement will receive a copy of the agency's drug-free policy statement, and agree to abide by the terms of the agency's statement as a condition of employment on the agreement.
- k. It will comply with the provisions of the Hatch Act which limits the political activity of certain State and local government employees.
- l. It will comply with the requirement that no program under the Act shall involve political activities.
- m. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business or other ties.
- n. It will give the State, federal and local administrators, through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant.
- o. It does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- p. Appropriate standards for health and safety in work and training situations will be maintained.
- q. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the participant.
- r. Training will not be for any occupation which requires less than two weeks of pre employment training, unless immediate employment opportunities are available in that occupation.
- s. Training and related services will, to the extent practicable be consistent with every individual's capabilities and lead to employment opportunities which will enable participants to increase their income and become economically self sufficient.
- t. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the Local Workforce Investment Board (LWIB) has determined that there is a reasonable expectation for employment.
- u. WIA funds will, to the extent practicable, be used to supplement rather than supplant the level of funds that would otherwise be available for the planning and administration of programs under the eligible Contractor's grant.
- v. It will submit reports as required by the Secretary and/or Governor and will maintain records to provide access to them as -necessary for review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including maintenance of records to assist in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities.

- w. Financial records, supporting documents, statistical records, and all other records pertinent to a grant shall be retained for the period of four years; however, participant's participation records will be retained for five years. Payroll records will be retained for seven years.
- x. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants.
- y. Individuals receiving training on the job shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary or Governor, but in no event at a rate which is less than the highest of: (1) the minimum wage rate specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938; (2) the State or local minimum wage for the most nearly comparable covered employment; (3) the prevailing rates of pay for persons employed in similar occupations by the same employer; (4) the minimum entrance rate for the inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment the prevailing entrance rate for the occupation among other establishments in the community or area or any minimum rate required by an applicable collective bargaining agreement; (5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary or Governor, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the federal statute under which the assistance was provided.
- z. It will comply with the labor standard requirements set out in the Act.
- aa. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.
- bb. For grants, sub grants, contracts, and subcontracts in excess of \$100,000 or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act [42 U.S.C. 1857C8(c)(1)] or the Federal Water Pollution control Act [33 U.S.C. 1319(C)] and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the Contractor assures that: (1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA list of Violating Facilities; (2) it will notify the Governor, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and (3) it will include substantially this assurance, including this third part, in every nonexempt sub grant, contract, or subcontract.
- cc. Programs of institutionalized skills training shall be designed for occupations in which skill shortages exist.
- dd. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under Section 1787 of Title 38, United States Code.
- ee. It shall take appropriate steps to provide for the increased participation of qualified disabled and Vietnam era veterans in job training opportunities supported under this Act. Such steps shall include employment, training, supportive services, technical assistance and training, support for community based veterans program, and maintenance and expansion of private sector veterans employment and training and such other programs as are necessary to serve the unique readjustment rehabilitation and employment needs of veterans.
- ff. Each eligible Contractor shall, in a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and other local veteran employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans.
- gg. It will establish such standards and procedures as are necessary to ensure against program abuses including, but not limited to, nepotism; conflicts of interest; the charging of fees in connection with participation in the program; excessive or unreasonable legal fees; the improper commingling of funds under the Act with funds received from other sources; the failure to keep and maintain sufficient auditable or otherwise adequate records; kick backs; political patronage; child labor laws; the use of funds for political, religious, anti-religious, unionization, or anti-unionization activities; the use of funds for lobbying, local, state or federal legislators, and the use of funds for activities which are not- directly related to the proper operation of the program.

EXHIBIT F

CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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 an 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.

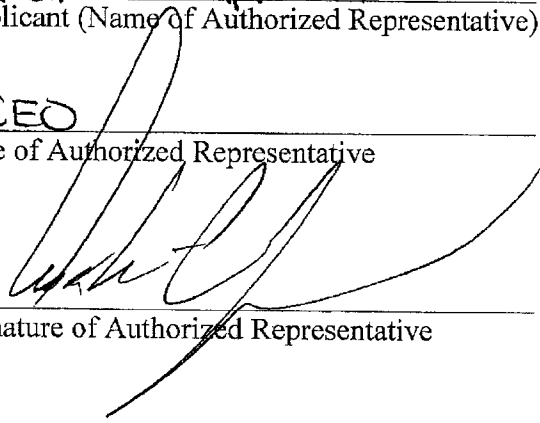
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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 documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.

André Chapman
Applicant (Name of Authorized Representative)

CEO
Title of Authorized Representative


Signature of Authorized Representative

6/17/10
Date

EXHIBIT G

DRUG-FREE WORKPLACE CERTIFICATION

COMPANY/ORGANIZATION NAME: **Unity Care Group, Inc.**

The Contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace.
 - (b) The person's or organization's policy of maintaining a drug-free workplace.
 - (c) An available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.

Provide as required by Government Code Section 8355(c) that every employee who works on the proposed contract or grant:

- (a) Will receive a copy of the company's drug-free policy statement, and
- (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

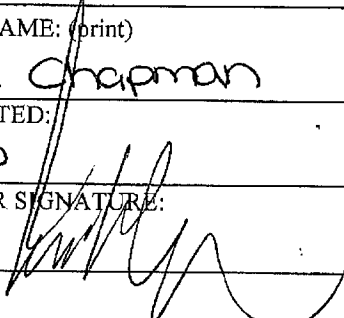
OFFICIAL'S NAME: (print) André Chapman	OFFICIAL'S TITLE: CEO
DATE EXECUTED: 6/17/10	EXECUTED IN THE COUNTY OF MONTEREY
CONTRACTOR SIGNATURE: 	

EXHIBIT H

CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

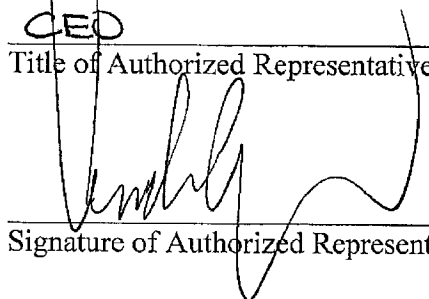
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

1. The prospective recipient of Federal assistance funds certifies, by submission of this proposal or contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal or contract.

Andre Chapman
Applicant (Name of Authorized Representative)

CEO
Title of Authorized Representative


Signature of Authorized Representative

6/17/10
Date

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification set out below.

The certification in this clause is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) pursue available remedies, including suspension and/or debarment.

The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learn that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOL.

The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it know that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility its principals. Each participant may, but is not required to, check the List of Parties Excluded From Procurement or Non-procurement Programs.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowing enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded fro participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

EXHIBIT I

NONDISCRIMINATION ASSURANCE

During the performance of this Agreement CONTRACTOR agrees as follows:

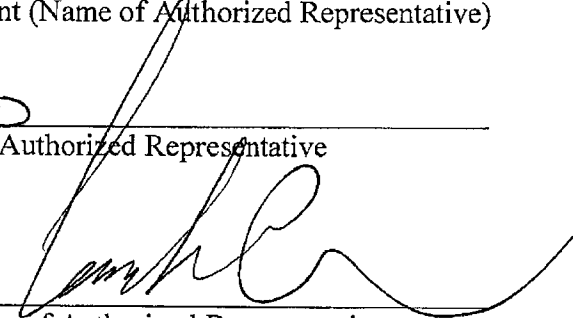
CONTRACTOR shall not discriminate on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for participants only, citizenship or participation in programs or activities funded under this Agreement, in admission or access to, opportunity or treatment in, or employment in the administration of, or in connection with, any program or activity funded under this Agreement.

As a condition to the award of financial assistance under this program, CONTRACTOR assures, with respect to operation of this WIA funded program or activity and all agreements or arrangements to carry out this program or activity, that it will comply fully with all nondiscrimination and equal opportunity statutes and regulations including, but not limited to, the following: Section 188 of the Workforce Investment Act of 1988; Title VI and VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975, as amended; California Fair Employment and Housing Act, Government Code Sections 12900 et seq.; California Labor Code Sections 1101, 1102, and 1102.1; and with all applicable requirements imposed by or pursuant to regulations implementing those laws.

CONTRACTOR assures that it will comply fully with the nondiscrimination and equal opportunity provisions of WIA and acknowledges that the federal, state, and County of Monterey shall have the right to seek judicial enforcement of this nondiscrimination assurance.

André Chapman
Applicant (Name of Authorized Representative)

CEO
Title of Authorized Representative


Signature of Authorized Representative

6/17/10
Date