

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:
Goodwill Industries of Santa Cruz,/Monterey/SanLuis Obispo DBA Shoreline Workforce Development Svcs ,
(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 core, intensive, on-the-job training (OJT) for disadvantaged adults. In addition to \$319,000 to the contractor, this agreement specifies that \$116,000 be retained by the County for disbursement to employers for OJT contracts.
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 \$ 435,000.
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	John Collins, Senior Vice President
Name and Title	Name and Title
Monterey County Workforce Investment Board (WIB) 730 La Guardia Street Salinas, CA 93905	Goodwill Industries of Santa Cruz, Monterey/SanLuis Obispo DBA Shoreline Workforce Development Services 350 Encinal Street Santa Cruz, CA 95060
Address	Address
(831) 759-6644	Phone (831) 423-8611x223
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

CONTRACTOR

By: _____
Purchasing Manager

Date: _____

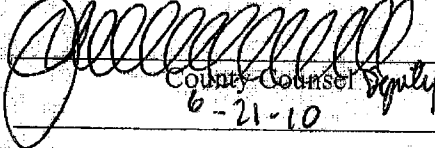
By: _____
Department Head (if applicable)

Date: _____

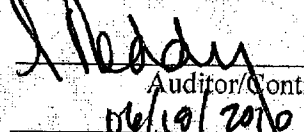
By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: 
County Counsel Deputy
Date: 6-21-10

Approved as to Fiscal Provisions²

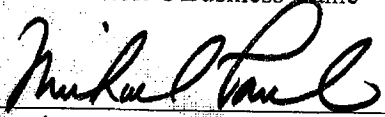
By: 
Auditor/Controller
Date: 06/19/2010

Approved as to Liability Provisions³

By: _____
Risk Management
Date: _____


Goodwill Industries

Contractor's Business Name*

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

Michael Paul, President
Name and Title

Date: 6/14/10

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

Nicholas Andrews, Dir of Finance
Name and Title

Date: 06/14/2010

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
PROGRAM DESIGN NARRATIVE

1. TYPE OF PROGRAM AND ITS IMPLEMENTATION

Shoreline will serve 61 Intensive Service adult candidates, 58 of whom will participate in On-the-Job Training (OJT) programs.

TARGET POPULATION/GEOGRAPHIC GOALS (to include general outreach & recruitment)

Shoreline will target low-income individuals with significant barriers to employment, to include participants in one or more of the following categories: a) substantial language and/or cultural barriers; b) offenders; c) homeless; d) other hard-to-serve-populations. Consistent with contract requirements, Shoreline intends to meet or exceed percentage targets within these groups:

- Homeless-5%
- Offenders-20%
- Individuals with Disabilities-16%
- TANF Recipients-12%
- Veterans-10%
- Older Workers-5%
- High School Dropout-20%
- Limited English Participants-10%

Geographically, Shoreline will also target and serve specific regions of Monterey County in the following proportions:

At a minimum, services will be targeted to specific geographic regions of Monterey County per WIB Policy #2010-01, as identified below:

- North - 10%
- Central - 10%
- West - 10%
- South-10%

North-In North County, our staff will network with the Watsonville Career Center (One Stop Center) to identify Monterey County residents in need of OJT services. Shoreline currently houses staff at the center through a CalWORKS grant. We will seek eligible candidates who meet one or more of the designated service population definitions and are WIA eligible.

On an as needed basis, Shoreline staff will provide onsite job placement workshop and placement services through a variety of community based organizations located in the North region of the county, particularly in Castroville, CA. Shoreline also plans on collaborating with partner agencies to develop an action plan to meet the needs of this underserved community.

Central-In Salinas our target populations will be both limited English and monolingual Spanish speaking candidates, many of whom have limited basic skills and language deficits. We will also assist single mothers (TANF) with limited work experience and are in the need of an OJT contract to obtain employment. As in the past, Shoreline will continue to offer placement and OJT development services directly out of our Salinas Neighborhood Career Center for the Older Worker population, many of whom are recently unemployed due to the downturn in the economy. Universally, all residents of the Central area may take advantage of no-cost services provided at the Salinas Neighborhood Career Center. These services include Internet access, resume and application assistance, job leads, and workshops focusing upon interviewing, job search, the job application, and job retention. Counselors from both mandated and non-mandated One Stop partners will be welcome to use the facility.

Shoreline uses participant brochures in both Spanish and English to advertise our program and copies will be distributed to various agencies, training sites, and public buildings throughout Monterey County.

Through a collaborative effort with partner agencies (CalWORKS and Turning Point), Shoreline will also accept referrals for participants from contracted designated population groups, such as Offenders and the Homeless, to receive OJT services.

West-In Marina and the Monterey Peninsula our target populations will be both WIA eligible adults graduating from our Shoreline training programs and WIA eligible adult candidates referred by either the Department of Rehabilitation (DOR), the Seaside CalWORKS office, the Veterans Transitional Center, and graduates from the Monterey Adult School, as well as "walk in" participants to the Marina Neighborhood Career Center. Many of these participants display multiple barriers to employment, and are considered the most difficult to serve and require the need of an OJT contract to find long term employment.

South-In South County we will work with the Soledad Adult School, through a formal collaboration, and with other like minded agencies to identify both potential OJT participants and employers. Shoreline staff will also work with selected South County customers who are willing to work in the Salinas or Monterey areas. As the San Luis Obispo County One Stop Operator, Shoreline will manage a One Stop Career Center in Paso Robles, CA; staff at the center will be alerted to identify and refer candidates from the most southern areas of Monterey County for potential OJT services.

High Risk/Multiple Barriers to Employment Populations-In an effort to generate more contracts with the homeless population and individuals with substance abuse problems our job placement specialists will continue to market and network with local agencies specializing in these areas, such as the Sun Street Center and Dorothy's Kitchen. Also, utilizing expertise from the Shoreline WEX program and the administration of an Employment Training Panel (ETP) Contract for at risk populations, Shoreline staff will identify potential participants from all four areas of the county who are Offenders, High School Dropouts, and/or Individuals with Disabilities.

COLLABORATION AND INTEGRATION WITH ONE STOP PARTNERS

Shoreline will continue to play an active role in collaborating with partner agencies in the OJT Program.

Adult Schools-Shoreline staff will provide regular on-site job search/preparation and OJT development services to graduates of the Monterey and Soledad Adult/ROP facilities. This is a continuation of relationships that were developed over the last five program years providing mutually beneficial vocational services to adult school participants. Periodically, the program manager will meet with the directors of these schools to review and assess the effectiveness of collaboration. The Salinas Adult School is also aware of our services, and as needed, Shoreline staff will offer job development services directly out of our Salinas Neighborhood Career Center.

Partner Agencies-Shoreline will work closely with our partner agencies who deliver WIA Title I Adult OJT services. Shoreline will refer candidates to a partner agency when their expertise closely matches the interests of the individual candidate. Shoreline has already played a leading role in developing a quarterly meeting of line level staff from Turning Point, Arbor, and the Office for Employment Training (OET) to discuss referrals and ongoing issues related to the implementation of a seamless placement system in Monterey County.

Building upon a strong relationship as a past partner in the OJT program, Shoreline will specifically collaborate with Turning Point to share resources and program information. Shoreline will establish with Turning Point a cross referral system to match participants and employers, based upon their employment needs. Shoreline and Turning Point understand that to better serve the community and the unique needs of each prospective participant, communication lines must be established between partner organizations. Collaboration with Turning Point is the first step toward reaching this goal. Shoreline will also participate with Turning Point staff in joint training/professional development opportunities related to the OJT program.

Government Agencies-Shoreline will work closely with county, state, and federal agencies including the Department of Rehabilitation, the Employment Development Department, and the Social Security Administration. In the past, we have worked with these agencies both in regard to recruitment as well as to refer participants for special services specific to each agency.

Community Collaboration-For over 10 years Shoreline has served as a co-sponsor of the Monterey County Job Fair each spring, as well as participating in selected job fairs throughout the year. Shoreline is also an active member in professional groups and associations such as the Monterey County Hospitality Association and the various chambers of commerce. Shoreline, with a three county service area, anticipates participating in a number of WIA related regional collaborations that will provide a number of opportunities to identify cross county referrals of employers and potential participants from Monterey County who reside near the county lines of both Santa Cruz and San Luis Obispo counties.

REFERRAL SYSTEM FOR INDIVIDUALS NOT ELIGIBLE FOR WIA ADULT SERVICES

When Shoreline works with an individual whom is not WIA eligible, that candidate will be referred to an appropriate agency for needed assistance. Typically, a staff member will directly contact and, if required, complete a referral form to another program that best fits the individual's

service needs. Follow up contact will be maintained with the parties to assure the participant receives appropriate services.

Shoreline has worked with Shelter Plus, the Veteran Assistance Program, the Salvation Army, Housing Advocacy, and the Catholic Charities of Monterey County for housing assistance. For assistance obtaining food, Shoreline will refer individuals to the local food bank, local churches, and other non-profit organizations who donate food items.

DEVELOPING OJT CONTRACTS

Shoreline will write 58 OJT's in the 2010/2011 program year. Shoreline has developed a strong employer network in all areas of the county, many of whom are repeat customers and look to Shoreline as a solution to their training and employee retention needs. Shoreline maintains an internal Outcome Measurement System to measure employer satisfaction. Based upon results from this system, and documented by past WIB monitoring, Shoreline continues to enjoy an overall high satisfaction rating from the majority of employers participating in the OJT program. Many of these employers contact our agency to list and recruit for job openings and, as appropriate, refer potential employees for evaluation and screening.

Shoreline networks with professional employer associations such as the Monterey County Hospitality Association and the local chambers of commerce. These broader contacts provide a more efficient and productive use of time and energy to generate employer interest in the OJT program. Shoreline also capitalizes on business relationships generated by the Goodwill Board of Directors to network with area employers.

All job placement specialists with Shoreline are required to perform "cold calling" activities, identifying and meeting with potential OJT employers. This activity is typically performed on a daily basis depending upon individual productivity. Utilizing marketing materials, the specialist will contact potential employers and set up onsite meetings with hiring contacts to explain the benefits of the program. Due to our marketing efforts, Shoreline is able to target specific employers that match a potential participant's employment background and needs.

Under this proposal, Shoreline will market to the small to mid-sized employer. Based upon experience, these employers have responded and desired a strong OJT program. Shoreline uses an in-house employer brochure that highlights the many benefits of this program for the target employer group and how Shoreline can minimize employer risk in the hiring process. We also develop employer testimonials to further limit potential concerns and answer practical questions employers may have.

OJT PLACEMENT IN THE FIVE INDUSTRY SPECIFIC CLUSTER GROUPS

Shoreline will target 50% of OJT set aside funds towards developing contracts in the WIB designated Five Industry Specific Cluster Groups: Agriculture, Tourism, Education, Building/Design, and Health. Shoreline further understands that these contracts must be for training specific to one or more of the 60 occupational titles distributed under each specific industry grouping.

Health-Through the CNA Pipeline program, Shoreline has established partnerships with the Salinas, Soledad, and Monterey CNA Adult School/ROP programs. To support these alliances, Shoreline has built a network of employers in the South, West, and Central areas of the county who are interested in both direct placement and OJT contracts for graduating students. Shoreline plans on building upon these relationships for placements under the OJT contract. Our highest employment group for program year 2009/2010 was in the Health industry.

Education-Likewise, our second strongest employment group in the last program year was within the Education arena, particularly with day care and child care centers. We plan on building upon an existing network with centers in the Central and West areas of the county to introduce the OJT program into the South and North areas of the county.

Tourism-Shoreline is an active participant in the local hospitality association and offers a short certificate program in Hospitality Management. Based upon this experience, we were able to write a number of OJT's in the last four years of the contract with local hotels and resorts. For the upcoming program year, our job placement specialists have identified several employers within the Tourism industry who are willing to interview and hire prospective participants.

Agriculture-In an effort to reach the agricultural industry, our specialists will network and distribute marketing materials to several North and South county area employers. In the past, we have placed individuals under the Core designation into this industry. We plan on expanding placement efforts to provide Intensive Services (OJT contract) to eligible participants. We will target higher paying occupations within this industry, such as accounting clerk and sales support specialist.

Building/ Design-Shoreline's Marina facility is in close proximity to the site of the University Village Development project, which recently reinitiated building following a period of stagnation. Our specialists are aware of this potential resource for participants seeking employment in the Building Design field. We are also in the process of identifying new construction projects as potential work sites for qualified participants.

Under our ETP At Risk Youth (ages 18-24) Contract, funds have been set aside to develop a Green Jobs training program, focusing upon the Solar industry. Job Development staff will collaborate with this program to identify local employers in this new industry.

NETWORKING PLAN TO INTERESTED EMPLOYERS (See DEVELOPING OJT CONTRACT & OJT PLACEMENT IN THE FIVE INDUSTRY SPECIFIC CLUSTER GROUPS)

As noted, Shoreline job development specialists have developed and maintain a documented network of employers in the Monterey County area whom are interested in contracting for OJT services. A networking plan is established at the inception of the each program year contract, based upon our Plan of Service, and revised as needed during the program year.

INTAKE/ELIGIBILITY ASSESSMENTS

Eligibility is determined by documentation provided by the candidate including supporting data involving their right to work in the United States. Applicants must also meet the income

requirements for WIA Adult eligibility (Currently at 150% of the LLSIL). Each applicant will complete a Neighborhood Career Center application, which conforms to both the Technical Assistance Guide (TAG) and current WIB policies, to assist in determining their specific employment needs, basic eligibility, and other services desired.

Consistent with WIA requirements, we will identify and document a candidate's self-sufficiency needs, prior education, basic skill level, work skills and experience, barriers to employment, soft skills or employability skills, career interests and aptitudes. Shoreline utilizes the TABE to determine computation and verbal expression skills. We can also use the Prevaluate Internet based testing program as a tool to determine specific technical skill levels. This program evaluates a number of office related skills to include customer service, MS Office, typing speed, and computer administration. This program can also be used to provide interested employers with level of skill information concerning our OJT candidates.

If necessary, Shoreline will also utilize the services of other assessment facilities including Monterey Peninsula College, Hartnell Community College, and our in house assessment program in Santa Cruz.

WORKKEYS® ASSESSMENTS AND WORLDWIDE INTERACTIVE NETWORK (WIN) TRAINING

1. ***WorkKeys® Assessment Process:*** Shoreline agrees to assess prospective OJT participants using the WorkKeys® Readiness Indicator tool to determine an individual's readiness for WorkKeys® testing. Based upon testing results, Shoreline will refer the participant to Worldwide Interactive Network (WIN) remediation training. Upon completion of the OJT contract, Shoreline will refer eligible participants to an ***Authorized WorkKeys® Location*** to schedule an assessment. 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). Shoreline is also encouraged to work with the Central Coast Career Readiness Consortium to access their WorkKeys® assessment and WIN training sites to potentially allow for greater convenience for participants and the OJT worksite.
2. ***Authorized WorkKeys® Locations:*** WorkKeys® assessments may be provided by appointment through other partners of the Central Coast Career Readiness Consortium by contacting Samantha Harrison at sharrison@mcbc.biz or contacting the Salinas One Stop Center.
3. ***Authorized WIN Training Locations:*** The Office for Employment Training (OET) has contracted with WIN to provide remediation training to individuals wishing to upgrade their skills. WIN is available at no costs to the customer. Shoreline agrees to coordinate and refer clients to OET for WIN self-paced remediation training for participants that do not meet their desired score to match a profile occupation. Shoreline agrees to work with the participant to monitor their progress on WIN to ensure their success and provide assistance when needed. WIN remedial training may also be provided by appointment through other partners of the Central Coast Career Readiness Consortium by contacting Samantha Harrison at sharrison@mcbc.biz.
4. ***WorkKeys® Test Results:*** To ensure customer confidentiality, Shoreline agrees to discuss WorkKeys® test results with the participant only to determine if they have reached their desired score.

5. **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.
6. **Fees:** The cost for the WorkKeys® Readiness Indicator assessments has been built into Shoreline's supportive services line item budget in Exhibit B.
7. **Reporting to the WIB:** Shoreline agrees to provide WorkKeys® assessment performance updates to the WIB's Oversight Committee and other subcommittees of the WIB, as requested.

PARTICIPANT TRAINING, COUNSELING, EMPLOYABILITY, AND PLACEMENT EFFORTS (See TARGET POPULATION/GEOGRAPHIC GOALS, DEVELOPING OJT CONTRACTS, & OJT PLACEMENT IN THE FIVE INDUSTRY SPECIFIC CLUSTER GROUPS)

For the program year, 2010/2011, Shoreline will write 58 OJT contracts, exceeding the RFP minimum of 42. We also anticipate meeting and exceeding contract employment and retention goals. As noted in the body of this proposal, Shoreline has facilitated a series of collaborative agreements with local trainers and service providers to increase both the eligible participant and employer pool. In an effort to add to our employment network each of our job placement specialists are required to perform on site visits to local employers and to document those visits and the results of that interaction. This practice will continue into the new program year.

MONITORING

Program Monitoring-Shoreline's OJT team will continue to meet bi-weekly to monthly to discuss new OJT contracts and report on contracts in progress. On a weekly basis, job specialists are advised of performance goals and their individual contribution towards these goals. The program manager maintains an ongoing internal record of program progress, which is reviewed with staff members as appropriate and needed. These records supplement the Virtual One Stop data base system.

Fiscal Monitoring-Shoreline will provide a monthly invoice to the OET fiscal office. Monthly expenses will be indicated as well as the balance remaining in each of the line items. Shoreline recently created the position of Finance Manager, working under the direction of the Finance Director, to assure timely and accurate submission of all workforce related invoices. Monthly invoices will be delivered no later than 15 working days of each subsequent month within the program year.

The program manager will be responsible for the daily monitoring of program expenditures, as well as evaluating the monthly invoice to ensure that no budget line item is exhausted before the completion of the contract year.

WIB Training and Meeting Attendance- Shoreline agrees to participate in all training programs offered and coordinated by the Monterey County WIB and its staff. These trainings and events include, but are not limited to, adult program elements identified in the WIA, enhancing team building and coordination between partner agencies, reporting monthly

subcontract performance updates to the WIB's Oversight Committee and other subcommittees of the WIB as appropriate, Virtual One Stop (VOS) system training and program upgrades, fiscal operations, working with hard to serve clients and any other pertinent training offerings as deemed appropriate by WIB staff that are designed to improve administrative and/or programmatic services.

SUPPORTIVE SERVICES

Shoreline follows a written Supportive Service Policy and complies with all WIA regulations and LWIA directives concerning this activity (Policies are retained in a central location for review). All job placement specialists are advised that Supportive Services cannot exceed the WIB ceiling of \$2,000. Supportive Service costs for this budget are estimated at \$315.00 per participant.

Under this contract, Shoreline will only provide Supportive Services to participants who are receiving Intensive Services. Supportive Services include the purchase of clothing, mileage reimbursement, and child care. The provision of Supportive Services is based upon a participant's material needs to retain employment.

Supportive Service Process

1. The job specialist will assess the candidate's potential barriers to employment and the need for Supportive Services.
2. The job placement specialist will provide the program manager with a formal request for Supportive Services (mileage reimbursement forms, written estimates, etc.).
3. After review, the program manager will provide the specialist with a purchase order (PO) number, or submit a check request form to Goodwill's finance office, outlining the approved expenses. (A PO is approved by the Program Manager, the Senior VP of Workforce Development Services, and the President of Goodwill.) Shoreline has established accounts with two local vendors. All specialists are directed to purchase Supportive Service items, utilizing the PO system, from these vendors. Payment for Supportive Services is administered by Goodwill's finance office.
4. Upon the purchase and delivery of Supportive Service items, the participant signs all receipts and related documents, such as a check stub, verifying delivery of the Supportive Service. Copies are maintained in the participant's file and with the program manager.

In special circumstances, Shoreline will provide Supportive Services beyond the normal scope of established protocol (such as car repair). Two estimates for services must be provided for review prior to approval. Whenever possible, the program manager will utilize the PO system to provide services. If necessary, a check request will be processed for the selected provider of services. As customary, signed participant receipts are maintained by the program manager, the finance department, and the job placement specialist.

ADDITIONAL SERVICES

Shoreline is contracted to provide a number of services, such as work experience, to a variety of participants from several state and county programs (CalWORKS, WIA, ETP, etc.); staff members are cross trained and encouraged to refer eligible participants to the OJT program.

Recently, Shoreline signed an ETP training contract for at risk populations. If necessary for employment, eligible participants from the OJT program will be offered the opportunity to receive office skills or culinary training at no cost to the participant.

2. PROGRAM OBJECTIVES

Under the terms of the OJT contract Shoreline will:

- Enroll a minimum of 61 Intensive Service WIA eligible Adult candidates
- Place 58 participants in On-The-Job training programs

To support this effort, Shoreline will employ 2.5 full-time (FTE) Job Placement Specialists, a (1.0 FTE) a full time Program Manager and a (.20 FTE) support staff member. Additionally, the program will be supported by a financial manager (.10 FTE) and the Senior VP of Workforce Development Services (.10 FTE).

In the Program Design Narrative (Section 1) of this proposal, Shoreline outlined action plans to reach all target groups and non-target groups, as well as serving specific geographic areas of Monterey County. Included in Section 1, Shoreline also reviewed a plan to recruit participants and add to an already existing network of employers. Shoreline intends to closely follow these plans upon initiation of the new program year. Additionally, consistent with past history, Shoreline will also focus on:

- Limited English or monolingual Spanish speaking individuals, many of whom have basic skills and language deficits
- Single mothers who also have limited work experience and require the assistance of an OJT contract to obtain employment
- Participants with mental or physical disabilities
- The Older Worker, working with specialized agencies such as the Alliance on Aging

OJT PLACEMENT GOALS OR BENCHMARKS PER ADULT PROGRAM OPERATING PLAN

Shoreline plans on meeting the following goals or benchmarks over the course of program year 2010/2011:

- Enroll 61 participants in Intensive Services
- Write 58 OJT contracts
- Place 52 candidates into unsubsidized employment
- 51 participants will enjoy a minimum of \$10,500 increase in wages over a period of six months
- Reach an overall employment retention rate of 88%
- Achieve an 90% placement/completion rate for OJT contract participants
- Exceed the per hour earnings goal of \$10.00 (\$11.25 per hour)

Currently, Shoreline's job placement specialists see at least 40 new WIA eligible participants per quarter through the described outreach and collaborative venues. At least 30 of these candidates

are motivated to actively participate in the OJT program. We anticipate meeting or exceeding these numbers into the next program year, based upon unemployment projections, providing a ready pool of qualified participants.

We will continue to thoroughly screen candidates, evaluating their level of commitment before the initiation of the OJT. Our job placement specialists will also keep the lines of communication open with both employers and participants, checking in weekly with each to minimize training concerns.

To meet the earnings goal, our job placement specialists will begin early in the contract year recruiting employers who provide positions that command more competitive wages particularly in the Education and Health industries.

In the adult employment retention area we are currently achieving an 85% retention rate. Despite the poor economy, Shoreline expects to continue to achieve high retention rates in the next program year. Consistent with WIB guidelines, our staff will continue to track participants following exit on a monthly to bi-monthly basis, providing any additional counseling or assistance to support ongoing employment.

Shoreline expects that 88% of all OJT contract participants will enter into employment following completion of their OJT.

COLLABORATIVE EXPERIENCE

Shoreline has a long history of collaborating with non-profit and government agencies. While the following list is not all inclusive, it provides an overview of our collaborative experience in the last 10 years:

- One Stop Operators Contract-San Luis Obispo County
- ROP Santa Cruz County/Cosmetology Training Program
- Monterey County Adult Schools/Soledad CNA Cohort
- The Welfare to Work Initiative Employment Readiness Demonstration Project-Santa Cruz & Monterey Counties
- Employment Training Panel Grant/At Risk and New Hire Projects
- Post Employment Career Advancement Program (PECAP)-Santa Cruz County
- Ticket to Work/Social Security Administration
- Job Search Workshop (JSW)-Santa Cruz County
- CalWORKS Work Experience Program (WEX)-Santa Cruz & Monterey Counties

PAYMENT PROVISIONS

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

WIA PARTICIPANT EXIT STRATEGY BASED ON THE ADULT COMMON PERFORMANCE MEASURES

Shoreline shall develop a WIA participant exit strategy to successfully achieve the Common Performance Measure outcomes for adult programs. Specific definitions of the Common Performance Measures are defined in the Training and Employment Guidance Letter (TEGL) 17-05, dated Feb. 17, 2006. The Department of Labor (DOL) Common Performance Measures described in the TEGL 17-05 reflect the agreed upon measures for the federal employment and training programs, including programs administered by DOL and the Department of Education.

Prior to the exit of all WIA adult participants, Shoreline will consider the following:

- a. Determine if the participant needs additional "planned services", prior to exit.
- b. Consider the effect the exit will have on Monterey County's overall Common Performance Measure outcomes including: Entered Employment, Employment Retention and Average Earnings.
- c. Develop a post exit strategy to increase retention

The following Adult Common Measures include both Adult and Dislocated Worker participants:

a. Entered Employment

Of those who are not employed at the date of participation:

Number of adult participants who are employed in the first quarter after exit quarter

Number of adult participants who exit during the quarter

b. Employment Retention

Of those who are employed in the first quarter after exit:

Number of adult participants who are employed in both the second and third quarters after exit quarter

Number of adult participants who exit during the quarter

c. Average Earnings

Of those adult participants who are employed in the first, second, and third quarters after the exit quarter:

Total earnings in the second plus total earnings in the third quarters after the exit quarter

Number of adult participants who exit during the quarter

**EXHIBIT B
LINE ITEM BUDGET
2010-11**

**MONTREY COUNTY
WORKFORCE INVESTMENT BOARD**

AGENCY: Shoreline Workforce Development Services
ADULT SUBCONTRACT

Effective Date: July 1, 2010

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

ITEMIZED BUDGET CATEGORIES

8500	STAFF SALARIES AND BENEFITS	2010-11		TOTAL BUDGET	Quarterly Plan					
		9/30/10	12/31/10		3/31/11	6/30/11	9/30/11	12/31/11	3/31/12	
8500	STAFF SALARIES AND BENEFITS	\$ 179,086.00	\$ 100,736.00	\$ 279,822.00	\$ 69,955	\$ 139,910	\$ 209,865	\$ 279,822.00		
8500	Building Rent	\$ 1,536.00	\$ 864.00	\$ 2,400.00	\$ 600.00	\$ 1,200.00	\$ 1,800.00	\$ 2,400.00		
8500	Building Maintenance and Repair	\$ 148.00	\$ 83.00	\$ 231.00	\$ 57.00	\$ 114.00	\$ 171.00	\$ 231.00		
8500	Janitorial									
8500	Utilities	\$ 2,240.00	\$ 1,260.00	\$ 3,500.00	\$ 875.00	\$ 1,750.00	\$ 2,625.00	\$ 3,500.00		
8500	Postage and Shipping	\$ 38.00	\$ 22.00	\$ 60.00	\$ 15.00	\$ 30.00	\$ 45.00	\$ 60.00		
8500	Office Supplies	\$ 1,242.00	\$ 698.00	\$ 1,940.00	\$ 485.00	\$ 970.00	\$ 1,455.00	\$ 1,940.00		
8500	Computers/Hardware/Peripherals									
8500	Equipment Maintenance	\$ 166.00	\$ 94.00	\$ 260.00	\$ 65.00	\$ 130.00	\$ 195.00	\$ 260.00		
8500	Equipment Lease/Rental									
8500	Communications/Internet	\$ 1,600.00	\$ 900.00	\$ 2,500.00	\$ 625.00	\$ 1,250.00	\$ 1,875.00	\$ 2,500.00		
8500	Insurance	\$ 768.00	\$ 432.00	\$ 1,200.00	\$ 300.00	\$ 600.00	\$ 900.00	\$ 1,200.00		
8500	Employee Travel	\$ 3,200.00	\$ 1,800.00	\$ 5,000.00	\$ 1,250.00	\$ 2,500.00	\$ 3,750.00	\$ 5,000.00		
8500	Employee Training	\$ 256.00	\$ 144.00	\$ 400.00	\$ 100.00	\$ 200.00	\$ 300.00	\$ 400.00		
8500	Outreach/Printing	\$ 224.00	\$ 128.00	\$ 352.00	\$ 87.00	\$ 174.00	\$ 261.00	\$ 350.00		
8500	Other Professional Services-Audit	\$ 600.00	\$ 337.00	\$ 937.00	\$ 234.00	\$ 468.00	\$ 702.00	\$ 937.00		
8500	TOTAL SERVICES AND SUPPLIES	\$ 12,018.00	\$ 6,760.00	\$ 18,778.00	\$ 4,693.00	\$ 9,386.00	\$ 14,079.00	\$ 18,778.00		
CENTRAL OPERATING EXPENSE (INDIRECT)				\$ 3,000.00	\$ 750.00	\$ 1,500.00	\$ 2,250.00	\$ 3,000.00		
PROFIT		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Total Core Budget		\$ 191,104.00	\$ -	\$ 191,104.00	\$ -	\$ -	\$ -	\$ -		
Total Intensive Budget		\$ -	\$ 107,496.00	\$ 107,496.00	\$ 4,350.00	\$ 8,700.00	\$ 13,050.00	\$ 17,400.00		
TOTAL SUPPORTIVE SERVICES		\$ -	\$ 107,496.00	\$ 107,496.00	\$ 4,350.00	\$ 8,700.00	\$ 13,050.00	\$ 17,400.00		
TOTAL CONTRACT BUDGET		\$ -	\$ 107,496.00	\$ 107,496.00	\$ 4,350.00	\$ 8,700.00	\$ 13,050.00	\$ 17,400.00		
OUT EMPLOYER POOLED SET-ASIDE		\$ -	\$ -	\$ -	\$ 29,000.00	\$ 58,000.00	\$ 87,000.00	\$ 116,000.00		
TOTAL CONTRACT OBLIGATION		\$ -	\$ -	\$ -	\$ 108,750.00	\$ 217,500.00	\$ 326,250.00	\$ 435,000.00		

EXHIBIT C
MONTHLY PERFORMANCE AND ENROLLMENT GOALS
2010-11

Adult Program Operating Plan		Cumulative Monthly Performance and Enrollment Goals											
Service Provider: Shoreline Workforce Development Services		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 Core WIA Services		10	21	29	33	38	43	45	53	61	61	61	61
II. Total Enrollment in Intensive WIA Services (Sum of II.A.+II.B)		10	21	29	33	38	43	45	53	61	61	61	61
A. New Enrollments in Intensive Services		10	21	29	33	38	43	45	53	61	61	61	61
B. Enrollments Carried in from Prior Contract Year													
C. Program Elements Intensive Services													
1) Case Management for Participants		4	10	16	22	27	29	33	46	58	59	59	59
2) Comprehensive Assessment		4	10	16	22	27	29	33	46	58	59	59	59
3) Development of Individual Employment Plan		4	10	16	22	27	29	33	46	58	58	58	58
4) Group Counseling		0	0	4	4	5	5	6	7	8	8	8	8
5) Work/Entry Employment Experience													
6) Individual Counseling and Career Planning		10	21	24	25	26	30	42	45	57	57	57	57
7) Short Term Pre-Vocational Services		0	0	7	7	7	8	8	8	10	10	10	10
8) Internships (Private Sector Work Experience)													
D. Total Enrollment in Individual Training Accounts (ITA)													
1) New Enrollment in ITA													
2) ITA Enrollments Carried in from Prior Contract Year													
E. Total Enrollment in On-the-Job Training (OJT)		4	10	16	22	27	29	33	46	58	58	58	58
1) New Enrollments in OJT		4	10	16	22	27	29	33	46	58	58	58	58
2) OJT Enrollments Carried in from Prior Contract Year													
III. Total Exits (Sum of III.A.+III.B)		0	0	8	10	25	27	30	40	52	56	58	61
A. Entered Unsubsidized Employment of Total Exits		0	0	8	10	24	26	29	38	49	52	52	52
1) Entered Unsubsidized Employment Following Training		0	0	8	10	24	26	29	38	47	50	50	51
B. All Other Exits		0	0	0	0	1	1	1	2	3	4	6	9
IV. Total Current Enrollment (II - III)		10	21	21	23	13	16	15	13	9	5	3	0

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 Shoreline Workforce Development Services 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.

Michael Paul

Applicant (Name of Authorized Representative)

President

Title of Authorized Representative

Michael Paul

Signature of Authorized Representative

6-17-10

Date

EXHIBIT G

DRUG-FREE WORKPLACE CERTIFICATION

COMPANY/ORGANIZATION NAME: **Shoreline Workforce Development Services**

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)

MICHAEL PAUL

OFFICIAL'S TITLE:

PRESIDENT

DATE EXECUTED:

6-17-10

EXECUTED IN THE COUNTY OF MONTEREY

CONTRACTOR SIGNATURE:

Michael Paul

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.

MICHAEL PAUL

Applicant (Name of Authorized Representative)

President

Title of Authorized Representative

Michael Paul

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 knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from 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.

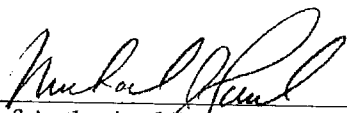
CONTRACTOR assures that it will comply fully with the nondiscrimination and equal opportunity provisions of WIA and acknowledges that the federal, state, and County of Monterey shall have the right to seek judicial enforcement of this nondiscrimination assurance.

MICHAEL PAUL

Applicant (Name of Authorized Representative)

PRESIDENT

Title of Authorized Representative



Signature of Authorized Representative

6-17-10
Date