

**Agreement
between the
Monterey County Workforce Development Board and
Turning Point of Central California, Inc.
for Provision of Workforce Services to Formerly Incarcerated and
Justice-Involved Individuals**

I. DECLARATION

This Agreement is entered into by and between the MONTEREY COUNTY WORKFORCE DEVELOPMENT BOARD, (hereinafter referred to as the WDB) and Turning Point of Central California, Inc. (hereinafter referred to as "Contractor").

The purpose of this Agreement is to formalize the working relationship and establish the roles and responsibilities of the WDB and Contractor for the provision of workforce services to 47 eligible adults under two separate State of California Prison to Employment (P2E) grants: the Implementation Direct Services grant and the Supportive Services Earn and Learn grant. The term of both State P2E grants is from September 1, 2019 through March 31, 2022.

The scope of services, expected enrollment, and performance outcomes are specified in Exhibit A – Scope of Services (Enrollment and Performance Goals), Exhibit B – Performance Operating Plans (POPs), and Exhibit F – Quarterly Training Report. Budget summaries are specified in Exhibit C – Budget Summaries, incorporated herein by reference.

II. BACKGROUND

The WDB, a government entity created by federal statute (WIOA), is charged with overseeing the allocation of WIOA funds and the WIOA funded program operations of the America's Job Center of California (AJCC) / One-Stop delivery system in Monterey County. In addition to WIOA funding, the WDB also receives state and federal grants to provide services to specific populations that require additional assistance to obtain employment.

By entering into this Agreement, Contractor agrees to provide direct services to low to moderate risk, formerly incarcerated and justice-involved adults needing eligibility, assessment, access to employment training resources, supportive services, career coaching (case management), and follow-up services. These services are targeted to individuals reentering our communities from local jails and state prisons and are intended to reduce recidivism and improve employment outcomes for the supervised population through the creative and effective alignment of training, education, and other services for this population with the industries and employers driving regional employment.

Contractor agrees to maintain appropriate documentation of services delivered to eligible populations served with Prison to Employment grant funds.

Contractor agrees to comply with Exhibit H: WIOA Certifications and Assurances, as applicable, attached to this agreement.

III. GENERAL AREA OF RESPONSIBILITY

The general areas of responsibility between the parties to this Agreement and the scope of services to be provided are detailed in Exhibit A of this Agreement. Pursuant to Exhibit A, the parties expressly agree that Contractor is bound to comply with all the requirements of the Prison to Employment grant as set forth in Exhibit A, and that the WDB shall oversee such activities.

This document and Exhibits A through H contain the entire Agreement of the parties regarding the delivery of Prison to Employment workforce services and supersede all negotiations, verbal or otherwise and any other agreement or any established practice(s) between the parties.

IV. GENERAL PROVISIONS

A. TERM

This Agreement shall commence on January 1, 2020 and remain in full force and effective through December 31, 2021, unless sooner terminated as provided herein. WDB may terminate this Agreement by giving thirty (30) calendar days written notice to Contractor, with cause. If WDB terminates this Agreement, WDB may proceed to direct available funding to another provider of Prison to Employment services. This Agreement is contingent upon available funding.

B. CONTRACT ADMINISTRATORS

Contractor hereby designates Raymond R. Banks, Chief Executive Officer of Turning Point of Central California, Inc., as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of Contractor shall be under the direction of, or shall be submitted to, the Contractor's Contract Administrator.

WDB hereby designates the Executive Director of the WDB as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of WDB shall be under the direction of, or shall be submitted to the WDB Contract Administrator

Either party may change its designated Contract Administrators upon giving written notice to the other pursuant to Section G - Notice.

C. FISCAL / REPORTING

1. Total funding available to provide Prison to Employment Workforce Services for the project term of January 1, 2020 to December 31, 2021 is \$391,940: \$225,031 from the Implementation Direct Services grant, and \$166,909 from the Supportive Services Earn and Learn grant.

P2E Grant	Funding Amount
Implementation Direct Services	\$225,031
Supportive Services Earn and Learn	\$166,909
Total	\$391,940

2. WDB shall serve as the fiscal agent for this Agreement and as such will bear primary responsibility for expenditure reporting to the State of California (the State), processing Contractor's reimbursements, and tracking funds.
3. This is a performance-based contract that compensates Contractor based on Contractor's achievement of performance outcomes. Contractor will be paid a minimum of 96% of the contract based on cost reimbursement. Contractor will be paid up to 3.3% of the contract if Contractor meets the performance outcomes outlined in Exhibit A, Subpart J: Performance Based Outcomes (PBO).
4. Subject to receipt of funds from the State and to Contractor's satisfaction of PBO requirements, WDB's fiscal office shall approve reimbursement for services rendered as outlined in Exhibit C of this Agreement. WDB will approve and provide Contractor with the invoices format for submitting monthly claims for reimbursement (see sample Invoices in Exhibit C). Contractor shall first submit monthly documentation of PBO to WDB staff for data validation. Thereafter, Contractor shall submit monthly invoices for reimbursement.

WDB shall reimburse Contractor for allowable expenditures claimed, within forty-five (45) calendar days after timely receipt of Contractor's properly completed and documented invoices for reimbursement, or as soon thereafter as is reasonable, provided Contractor is following the terms and conditions of this Agreement. Contractor shall not claim reimbursement for costs or services provided to any participants outside the Prison to Employment services identified by this Agreement.

5. Upon receipt of Contractor's invoices, the WDB will perform an independent validation of Contractor's achievement of performance-based outcomes.
6. The WDB will reallocate the remainder of total Agreement funds not paid to Contractor if Contractor does not achieve performance-based outcomes.
7. All Contractor's invoices shall include proof of documentation as described under Exhibit A, Subpart J: Performance Based Outcomes.
8. All supportive service claims must include appropriate backup documentation, such as receipts, and shall be submitted within 30 days after the expense was incurred. Supportive service claims submitted more than 30 days after the date services were provided will not be paid without written approval from the WDB's Contract Administrator. In such instances, Contractor shall include the WDB's Contract Administrator's written approval with the participant's supportive service claim form.

Contractor shall enter the appropriate CalJOBS code for all activities (training,

supportive service, incentive, etc.) before it submits a payment request to the WDB.

9. Contractor will provide services under this Agreement and manage the program and service delivery to the target population, formerly incarcerated and justice-involved adults.

D. PARTICIPANTS TO BE SERVED/DESIGNATED SERVICE AREA

1. Contractor will provide workforce services to 27 eligible participants under the Prison to Employment Implementation Direct Services grant and 20 eligible participants under the Prison to Employment Supportive Services Earn and Learn grant.

Prison to Employment (P2E) Grants	New Participants Served
P2E Implementation Direct Services	27
P2E Supportive Services Earn and Learn	20
Total	47

2. Contractor's Prison to Employment workforce services will be offered countywide. Contractor will use its location at 111 E. San Luis Street in Salinas to provide services, as well as the America's Job Centers of California (AJCC) and other mutually agreed upon locations within the County.

E. MEETING/COMMUNICATION

Contractor shall provide the specified services through processes established by the WDB and in compliance with applicable local, state, and federal regulations. Contractor shall provide all the mandated services to enrolled participants as specified in the attached Exhibit A.

Meetings between Contractor and WDB shall be scheduled, as needed, to discuss Contractor performance and other issues that affect either party to this Agreement. Contractor shall make its Contract Administrator, and other pertinent staff, available to meet with the WDB regarding this Agreement within 5 days of a WDB request to meet. Contractor shall provide the WDB with information relevant to its performance of its obligations under this Agreement within 5 days of a WDB request.

Contractor shall work cooperatively with the One Stop Operator and the Adult/Dislocated Worker services provider appointed by the WDB.

Contractor's Performance Operating Plans (POPs) are included as Exhibit B of this agreement. The POP establishes the quantifiable goals of the Prison to Employment grant in each service delivery area and shall be used by the WDB in assessing program performance.

At a minimum, during the term of this Agreement, Contractor will provide quarterly

narrative and training reports to the WDB Executive Director. The Quarterly Training Report is included as Exhibit F. The Quarterly Narrative Report template is included as Exhibit G. Quarterly narrative reports will be provided by the Contractor on or before the 15th day of the month following each quarter (e.g., April 15, 2020). In addition to the January 15, 2022 quarterly report to present the Contractor's overall outcomes and concerns, Contractor shall submit a program closeout packet to the WDB fiscal staff within fifteen (15) days of receipt of final payment on this agreement.

Contractor shall use the Monthly Performance Report template included as Exhibit E to outline enrollments and performance, comparing the POP (Exhibit B) plans vs. actual goals achieved to date. In addition to this regular reporting, Contractor shall provide reports on enrollments and performance to the WDB upon request.

F. INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless the WDB and Monterey County, and their 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 WDB or Monterey County. "Contractor's performance" includes Contractor's action or inaction and the action or inaction of Contractor's officers, employees, agents and subcontractors.

Contractor's duty of indemnification as described in this section shall survive termination of this Agreement and shall extend to the expiration of the statute of limitations applicable to claims arising out of this Agreement.

G. INSURANCE

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 Monterey 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 Monterey County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

Qualifying Insurers: All coverages, 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.

Insurance Coverage Requirements: Without limiting Contractor's duty to indemnify, Contractor shall maintain in effect throughout the term of this Agreement a policy or policies

of insurance with the following minimum limits of liability:

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

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.

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 statutory limits or \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

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.

Other Insurance Requirements: All insurance required by this Agreement shall be with a company acceptable to the WDB and Monterey 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 WDB and Monterey 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 WDB and Monterey County, their 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 WDB and Monterey 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 WDB, Contractor shall file certificates of insurance with the Monterey County's Contract Administrator and 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 the WDB and Monterey County, annual certificates to Monterey County's Contract Administrator and Monterey County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, the WDB or Monterey 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 the WDB, at its sole discretion, to terminate this Agreement immediately.

H. NOTICE

Notices provided pursuant to this Agreement shall be given personally, by email or by regular mail addressed to each of the following:

Raymond R. Banks
Chief Executive Officer
Turning Point of Central California, Inc.

P.O. Box 7447
Visalia, CA 93290-7447
Phone (559) 732-8086

rbanks@tpocc.org

Chris Donnelly
Executive Director
Monterey County
Workforce Development Board (WDB)

1441 Schilling Place
Salinas, CA 93901
Phone (831) 759-6644

Donnellyc@co.monterey.ca.us

I. CONSTRUCTION, INTERPRETATION AND INTEGRATION OF AGREEMENT

WDB and Contractor agree that each party has fully participated in the review and drafting 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. 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 Agreement shall be governed by and interpreted under the laws of the State of California and applicable federal law. Venue of litigation arising under this Agreement shall be in the Superior Court of California, Monterey County.

J. NON-EXCLUSIVE AGREEMENT

This Agreement is non-exclusive. The WDB expressly reserves the right to contract with

other entities for provision of the same or similar services.

K. EXHIBITS

The following exhibits are attached hereto and incorporated by reference:

1. Exhibit A – Scope of Services (Enrollment and Performance Goals)
2. Exhibit B – Performance Operating Plans (POPs)

B-1. POP for P2E Implementation Direct Services (IDS)
B-2. POP for P2E Supportive Services Earn and Learn (SSEL)

3. Exhibit C – Budget Summaries and Invoices

C-1. Budget Summary and Invoice for IDS
C-2. Budget Summary and Invoice for SSEL

4. Exhibit D – Referral Form and Process
5. Exhibit E – Monthly Performance Reports

E-1. Monthly Performance Report for IDS
E-2. Monthly Performance Report for SSEL

6. Exhibit F – Quarterly Training Report
7. Exhibit G – Quarterly Narrative Reports

G-1. Quarterly Narrative Report for IDS
G-2. Quarterly Narrative Report for SSEL

8. Exhibit H – WIOA Compliance, Certifications, and Assurances

This section intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first herein above written.

BY: _____
Christopher Donnelly
Executive Director
Monterey County Workforce Development Board
Date

BY: Raymond R. Banks
Raymond R. Banks
Chief Executive Officer
Turning Point of Central California, Inc.
1/24/2020
Date

EXHIBIT A
SCOPE OF SERVICES
ENROLLMENT AND PERFORMANCE GOALS
January 1, 2020 through December 31, 2021

- I. **PROJECT OVERVIEW:** The purpose of this agreement is to formalize the working relationship and establish the roles and responsibilities of the Monterey County Workforce Development Board (WDB) and Turning Point of Central California, Inc. (Contractor), for the provision of Prison to Employment workforce services.
- II. **PROJECT PERIOD:** January 1, 2020 through December 31, 2021.
- III. **PROGRAM PERFORMANCE OBJECTIVES:** For the period of January 1, 2020 through December 31, 2021, Contractor shall meet the enrollment and performance goals described in Exhibit A, Subpart J: Performance Based Outcomes (PBO).
- IV. **DUTIES AND RESPONSIBILITIES:**

A. COMPLIANCE WITH POLICIES, PROCEDURES, OPERATIONAL GUIDELINES AND INFORMATION NOTICES:

- 1) Contractor shall follow all applicable WDB policies, procedures, operational guidelines, and information notices, as they may be amended and revised periodically and posted on the WDB website at www.montereycountywdb.org/policies/policies/. The WDB will notify Contractor via email notice of any new or revised policies, procedures, operational guidelines, and information notices.

B. PRISON TO EMPLOYMENT PROGRAM REQUIREMENTS:

The WDB shall have oversight and direction of program services received by Prison to Employment participants that are based on each participant's objective assessment and individualized employment plan. Although Contractor's program is not required to provide every service to each participant, 27 Prison to Employment Implementation Direct Services program participants and 20 Prison to Employment Earn and Learn program participants must be enrolled in individualized career services to achieve performance outcomes.

Please note: all enrolled participants are required to receive career planning (case management) services, including the development of an Individual Employment Plan (IEP), and should also receive short-term prevocational services and/or attend workforce preparation workshops to ensure that all participants will be competitive in the workforce.

The types of career, follow-up, and training services to be provided under this Agreement include:

- Basic Career Services
- Individualized Career Services
- Follow-up Services
- Training Services

Basic Career Services

Basic career services include self-help services that require minimal staff assistance. These services must be made available to all job seekers and, at a minimum, must include the following services:

1. **Program Eligibility Determination:** This is the process of obtaining and documenting information about an individual's circumstances and comparing that information with the Prison to Employment eligibility criteria to decide if the individual qualifies for participation;

2. **Outreach, Intake, and America's Job Centers of California (AJCC) Orientation:** Outreach activities involve the collection, publication, and dissemination of information on program services available and which are directed toward jobless, economically disadvantaged, and other individuals. Intake is the process of collecting basic information, e.g., name, address, phone number, Social Security Number, and all other required information to determine eligibility or ineligibility for an individual program. AJCC orientation, whether offered in a group setting, one-on-one, or electronically, is the process of providing broad information to customers in order to acquaint them with the services, programs, staff, and other resources located at the AJCC / One-Stop Center or affiliate locations;
3. **Initial Assessment:** For individuals new to the workforce system, initial assessment involves gathering basic information about their skill levels, aptitudes, abilities, barriers, and supportive service needs in order to recommend next steps and determine potential referrals to partners or community resources;
4. **Referrals:** This involves providing referrals to and coordination of activities with other programs and services, including programs and services within the AJCC/One Stop delivery system and, when appropriate, referrals to and coordination with other workforce development programs;
5. **Workforce and Employment Labor Market Information and Statistics:** Includes sharing statistical data about employment levels, unemployment rates, wages and earnings, employment projections, jobs, training resources, and careers with participants;
6. **Information and Assistance Regarding Filing Claims under Unemployment Insurance (UI) Programs:** Collect and provide participants with information on filing claims for state benefit payments that protect individuals from economic insecurity while they look for work. Claims may be filed on-line or via telephone available at the AJCC / One-Stop located in Salinas.

Individualized Career Services

Individualized career services must be made available to 100% of all P2E participants if determined to be appropriate for an individual to obtain or retain employment. These services must be made available at all locations specified in this agreement. Contractor may use recent previous assessments by partner programs to determine if individualized career services would be appropriate. These include the following services:

1. **Comprehensive and Specialized Assessments:** This involves a closer look at the skill levels and service needs of individuals, which may include:
 - o Diagnostic testing and use of other assessment tools; and
 - o In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;
2. **Individual Employment Plan (IEP):** This involves working with individuals to identify their employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including the list of, and information regarding eligible training providers;
3. **Group Counseling and/or Individual Counseling, Mentoring:** group or individual coaching and support provided in the context of case management and career planning;
4. **Career Planning (e.g., Case Management):** a supportive and coordinated approach to support a seamless progression from one educational step to the next and across work-based training and education so an individual's efforts result in progress;
5. **Short-term Prevocational Workshops/Services:** These workshops and online training services include development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and other professional conduct to prepare individuals for

unsubsidized employment or training. In some instances, pre-apprenticeship programs may be considered to be short-term pre-vocational services;

6. **Internships and Work Experience (linked to careers):** Internships and work experience are planned, structured learning experiences that take place in a workplace for a limited period of time. Work experience may be paid as appropriate. An internship or work experience may be arranged within the private for-profit sector, the nonprofit sector, or the public sector. Labor standards apply in any work experience setting where an employee/employer relationship, as defined by the Fair Labor Standards Act (FLSA), exists;
7. **Workforce Preparation Workshops/Online Training:** These are activities that help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education, training, or employment (Contractor shall work with the vendor(s) selected by the WDB to provide workshops and online training);
8. **Financial Literacy Services:** These are activities intended to increase the ability of participants to create household budgets, initiate savings plans, and make informed financial decisions about education, retirement, home ownership, wealth building or other savings goals;
9. **English Language Acquisition and Integrated Education and Training Programs.** These are activities that link educational programs to increase a job seeker's English language proficiency and basic skills programs (such as reading and math) to other industry or occupation-specific education or training programs.

Follow-Up Services

Follow-up services must be provided as appropriate for all participants who are placed in unsubsidized employment, for up to six (6) months after the first day of employment. Counseling about the workplace is an appropriate type of follow-up service.

Training Services

Training services, when determined appropriate, must be provided either through an Individual Training Account (ITA) or through a training contract. Ideally, training services should be linked to in-demand employment opportunities and sectors in the local area or planning region or in a geographic area in which the participant is willing to commute or relocate. The selection of training services should be conducted in a manner that maximizes customer choice, is linked to in-demand occupations, is informed by the performance of relevant training providers listed on the Eligible Training Provider List (ETPL) in CalJOBS and is coordinated to the extent possible with other sources of assistance.

Examples of training services include:

1. **Occupational skills training, including training for nontraditional employment:** An organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate or advanced levels;
2. **On-the-job training (OJT), including registered apprenticeship:** Training by an employer that is provided to a paid participant while engaged in productive work that is limited in duration, provides knowledge or skills essential to the full and adequate performance of the job, and reimburses the employer for the costs associated with training the OJT trainee, often calculated based on a percentage of the trainee's wages;
3. **Incumbent worker training:** Training for under-skilled, underemployed workers or those facing layoff (if to avert layoff);

4. **Workplace training and cooperative education programs:** Programs that combine workplace training with related instruction which may include cooperative education programs;
5. **Private sector training programs:** programs operated by the private sector that are designed to impart relevant knowledge, skills, and abilities to participants;
6. **Skills upgrading and retraining:** Courses that prepare persons for entrance into a new occupation through instruction in new and different skills demanded by technological changes. These courses train incumbent workers in specific skills needed by a new business or industry and lead to potential career growth and increased wages. This includes courses that develop professional competencies that are particularly relevant to a vocational/occupational goal. It must be demonstrated that the training will result in the workers' acquisition of transferable skills or an industry-recognized certification or credential;
7. **Entrepreneurial training** Courses that expose students to the skills and knowledge necessary to support self-employment, small business ownership, and entrepreneurship;
8. **Transitional jobs:** time limited work experiences that are subsidized and are in the public, private, or nonprofit sectors for individuals with barriers to employment who are chronically unemployed or have an inconsistent workhistory;
9. **Job readiness training provided in combination with other training described above:** Training in job-seeking skills, resume or job application preparation, interviewing skills or other activities that may assist an individual to secure competitive employment;
10. **Adult education and literacy activities:** Services or instruction below the postsecondary level for individuals who are not enrolled or required to be enrolled in secondary school under state law and lack basic educational skills to enable the individuals to function effectively in society and on a job. Services include, but are not limited to, one-on-one instruction, coursework, or workshops that provide for the development and ability to read, write, and speak in English, compute, and solve problems at levels of proficiency necessary to function in society or on the job;
11. **Customized training:** Training that is conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training;
12. **Cohort training:** Group training usually conducted by an institution of higher education to assist participants to acquire skills and knowledge relevant to an in-demand occupation.
13. **Online training:** Contractor will work with the vendor(s) selected to provide online training for workforce preparation activities.

Project Navigator Services

The Project Navigator, an integral part of the team providing service delivery to Prison to Employment (P2E) clients, will be responsible to:

1. Coordinate reentry services with community-based organizations, education and training providers, parole and correctional agencies, and judicial system officials before each P2E client is released;
2. Engage community organizations to establish referral and linkage partners;
3. Serve as program representative at management and contractor meetings to provide program updates;
4. Coordinate referrals and warm hand-offs to service providers, especially during the critical 72 hours post-release;
5. Collaborate with the Case Manager to review and update P2E each participants' Individual Employment Plan (IEP), including supportive service strategies.
6. Provide intensive support to P2E participants upon release to ensure that the IEP is followed and P2E participants are connected to all wrap-around services outlined in his or her IEP (e.g.,

- substance abuse treatment, housing, etc.);
7. Work collaboratively with Case Manager to interpret assessment findings, develop an IEP and identify community-based supports that coincide with P2E participant goals;
 8. Assist, in collaboration with other members of Turning Point's team, to facilitate the most appropriate referral from P2E participants to the appropriate level of service or agency; and
 9. Coordinate appropriate community-based services as needed and facilitate communication with multiple agencies and staff who are project partners, including the Department of Corrections and other partners as they are identified.

C. COORDINATION OF SERVICES:

- 1) Contractor shall carry out services at mutually agreed upon locations and shall ensure that career services are available to P2E participants, to include access to job order listings available in the CalJOBS system, self-directed assessment and resume building tools, computers and equipment in resource rooms, and job seeker workshops.
- 2) Contractor shall provide business services in coordination with the WDB's Business Services team, which shall take the lead to ensure consistency and customer satisfaction, and that services are provided to businesses without duplication of effort. Business services shall be focused primarily on the WDB's priority industry sectors: Agriculture, Healthcare and Social Assistance, Construction, Hospitality and Tourism, and Logistics and Transportation. All materials to be used by Contractor for business outreach and engagement shall be approved in advance by the WDB.
- 3) Contractor will work with vendor(s) selected to provide online training and job readiness training workshops.

D. INITIAL ASSESSMENT & WORKKEYS ASSESSMENTS:

- 1) Contractor will assess each applicant's initial skill level. Following an initial assessment, Contractor will collect all documentation and enter all enrolled participants into the State CalJOBS system and place a hard copy of documentation in the participant file or upload documentation into the participant's virtual case file in the State CalJOBS system.
- 2) For all P2E clients, Contractor shall administer the ACT WorkKeys® pre-assessments and assessments (Locating Information, Reading for Information and Applied Mathematics). If participant scores less than a level 3 on any of the WorkKeys tests, Contractor shall give the participant access to the ACT Career Ready 101 online remediation training tool to upgrade their skills to qualify for referral to training.
- 3) Contractor shall ensure that participants receive ACT WorkKeys® post-testing as applicable.

E. ASSESSMENT- INDIVIDUAL EMPLOYMENT PLANS:

- 1) Contractor will provide a comprehensive assessment for all participants interested in pursuing education, employment, and training using an Individual Employment Plan (IEP). The IEP provides Contractor with another opportunity to ensure that services such as supportive services are appropriate for participants. Contractor may use standard web-based tools available through CalJOBS and US Department of Labor (DOL) web sites or other validated employment testing and interest survey instruments such as the WorkKeys assessment. Assessments may also involve individualized research assignments, an evaluation of the participant's educational and work history, and a face-to-face interview. At the time of assessment, information is to be presented on career ladders, demand occupations, salary levels, and other incentives and resources available to participants.
- 2) Using the information gathered during the comprehensive assessment phase, Contractor will develop a mutually agreed upon IEP for participants. Contractor will ensure that participants are screened for basic skills and complete a pre-application and/or equivalent and will ensure that adequate information

about the need for training, as specified on the IEP, is documented.

The IEP and assessment documents on record may include the following information:

- a) Personal information (with a participant's signed release);
- b) Interests, skills and work readiness information;
- c) Educational and employment history;
- d) Financial situation as it relates to employment goals;
- e) Short- and long-term employment goals;
- f) Barriers to employment/advancement and plan to mitigate barriers; and
- g) Disability accommodations needed for training/employment.

Contractor will ensure that 100% of all participant enrollment data is entered in the State CalJOBS system within three (3) days of enrollment, showing, at a minimum, the results of all assessments, goals and activities planned and agreed upon by participants at the time of intake.

F. REFERRALS TO OTHER SERVICE PARTNERS:

- 1) Contractor is a mandated partner in the America's Job Center of California (AJCC) / One-Stop delivery system. As such, Contractor is part of a continuum of services and must work in collaboration with required partners under the Memorandum of Understanding (MOU) between the WDB and the partners of the AJCC / One-Stop delivery system. Contractor will be expected to develop or maintain appropriate mechanisms of referrals to ensure that participants can access the services that they require to succeed, identify areas of participant need, and refer participants to appropriate agencies to mitigate the needs.
- 2) To refer participants, Contractor shall use the referral form and process described in Exhibit D – Referral Form and Process, of this agreement.

G. DOCUMENTATION OF SERVICE DELIVERY & CAREER COACHING (CASE MANAGEMENT):

- 1) Contractor will utilize and ensure timely data entry in the State CalJOBS system to provide case management services while participants remain active in a P2E-funded program and during the post placement follow-up period. Case notes will include details of services delivered during interaction with participant. WDB Management Information Systems (MIS) staff will provide user ID's with log-in access and training, as needed, to Contractor staff that require access to the State CalJOBS system to conduct case management.

H. PROGRAM EXIT, FOLLOW-UP AND RETENTION SERVICES:

- 1) Contractor will participate in an exit/outcome survey conference with each P2E participant when a determination has been made to exit the participant. Contractor will ensure that participants are surveyed and are provided a customer satisfaction feedback form during the exit conference. The purpose of the exit conference is to ensure all services to the participant have been documented into the participant's CalJOBS record, in the participant's case file, and the participant has received the surveys as needed per their Individual Employment Plan (IEP).
- 2) Contractor will ensure that follow-up contact and services for all participants start after exit and will be conducted for two quarters (up to 6 months) after the completion of participation to ensure all performance goals are met.

Follow-up contact is described as:

- a) A face-to-face meeting, telephone call, e-mail or text message from Contractor's staff or Career Coach that has been reciprocated by the participant. Contractor shall provide documented follow-up contact to each participant who has exited from the program. Contractor will initiate additional contacts as needed to ensure participant's success and will document performance outcomes in

the State CalJOBS system.

- b) Contractor shall collect data during follow-up contacts to meet the performance targets provided in Exhibit B: Performance Operating Plans.
- c) Contractor must document all follow-up contacts in the State CalJOBS system.
- d) If the Contractor's Career Coach is not able to make contact during a given follow-up period, the Career Coach will document all attempts to contact participant in the case notes in the State CalJOBS system. Contractor will make a minimum of three (3) attempts at contacting the participant during the follow-up period.
- e) Contractor will provide follow-up services to all exited participants. The Career Coach will identify issues requiring additional assistance during the follow-up period.

I. PERFORMANCE OPERATING PLAN AND REPORTING:

- 1) Contractor's Performance Operating Plans (POPs) are included as Exhibit B to this agreement. The POPs establish the quantifiable goals of the program and shall be used by the WDB in assessing program performance.
- 2) At a minimum, during the term of this agreement, Contractor will provide management reports to the WDB no later than one week prior to the monthly meeting of the WDB Executive Committees for the reporting month. Contractor will be required to report its monthly performance using Exhibit E – Monthly Performance Report, of this agreement that compares the POP plan vs. actual goals, achieved to date. Contractor will meet the goal of submitting all monthly updates no later than the close of business on the due date.
- 3) Contractor shall submit a closeout packet to the WDB fiscal staff within fifteen (15) days of receipt of final payment on this agreement. Closeout packet will consist of Closeout summary of P2E expenditures, sub-recipient release form, sub-recipient assignment of funds, rebates and credits form, property certification form and property inventory listing (as applicable). The forms will be provided by WDB staff prior to the closeout period. Submission of the closeout documents does not prevent WDB from collecting any disallowed costs uncovered during an audit.
- 4) If the Contractor is not meeting expected performance levels, the WDB may impose corrective action plans, sanctions and/or conduct additional monitoring to ensure Contractor meets performance outcomes. If Contractor does not meet expected performance levels, the WDB may, in its sole discretion, terminate the Agreement on 30 days' prior written notice.
- 5) Contractor will submit additional reports upon request by WDB staff.
- 6) In addition, Contractor is required by this Agreement to participate in regional workforce development efforts. The level of participation and roles that Contractor will play will be determined by the WDB.

J. PERFORMANCE BASED OUTCOMES (PBO):

- 1) Contractor agrees that compensation for a portion of the amount of this agreement, equal to \$12,900, is dependent upon Contractor achieving or exceeding the Performance Based Outcomes outlined and described below. Contractor's failure to meet or exceed the Performance Based Outcomes will result in the loss of funds, as specified below. The WDB's priority industry sectors are Agriculture; Tourism & Hospitality; Transportation Warehousing & Logistics; Health & Social Assistance; and Construction.

Performance Based Outcomes Goals for Enrollment in Prison to Employment, 2020-21 <i>(Goals are based on Exhibit B – Performance Operating Plan and training expenditure goal)</i>	# IDS	# SSEL	# Total	Performance-Based Compensation Per Participant	\$ IDS	\$ SSEL	\$ Total
a. New enrollments	27	20	47	\$50	\$1,350	\$1,000	\$2,350
b. Work-based learning: completion of On-the-Job Training (OJT)	5	3	8	\$150	\$750	\$450	\$1,200
c. Work-based learning: completion of Work Experience (WEX)	10	6	16	\$100	\$1,000	\$600	\$1,600
d. Placed in employment in WDB priority industry sectors	19	12	31	\$250	\$4,750	\$3,000	\$7,750
Total Performance-Based Compensation Available							\$12,900

2) The budget for performance-based outcomes (PBO) under this agreement shall not exceed \$12,900 and will be paid to Contractor as follows:

- a. **Cumulative new enrollments** – WDB shall hold back Contractor compensation in the amount of \$2,350. The WDB shall pay an amount not to exceed \$2,350 to Contractor at the rate of \$50 for each participant who is enrolled and is provided career services between January 1, 2019 through September 30, 2021, up to a maximum of 47 participants. Enrollments will be verified through the State CalJOBS system.
- b. **Work-based Learning: On-the-Job Training** – WDB shall hold back Contractor compensation in the amount of \$1,200. The WDB shall pay an amount not to exceed \$1,200 to Contractor at the rate of \$150 for each participant who completes On-the-Job Training (OJT) between January 1, 2020 through December 31, 2021, up to a maximum of 8 participants. Completion of OJT will be verified through Contractor’s submittal of each participant’s completed OJT Agreement and invoice backup materials.
- c. **Work-based Learning: Work Experience** – WDB shall hold back Contractor compensation in the amount of \$1,600. The WDB shall pay an amount not to exceed \$1,600 to Contractor at the rate of \$100 for each participant who completes 320 hours of Work Experience (WEX) between January 1, 2020 through December 31, 2021, up to a maximum of 16 participants. Completion of WEX will be verified through Contractor’s submittal of each participant’s completed WEX agreement and invoice backup materials.
- d. **Placed in employment in WDB priority industry sectors** – WDB shall hold back Contractor compensation in the amount of \$7,750. The WDB shall pay an amount not to exceed \$7,750 to Contractor at the rate of \$250 for each participant who is placed in employment in a WDB priority industry sector after program exit between January 1, 2020 and December 31, 2021, up to a maximum of 31 participants. Contractor will submit a copy of each participant’s proof of employment verification (e.g., pay stub or employer statement) when invoicing for PBO or upon request by the WDB.

K. COORDINATION WITH WDB STAFF AND CONTRACTORS:

- 1) Contractor will work collaboratively and coordinate services with other service partners and their subcontractors to ensure comprehensive and seamless delivery of service.

- 2) Contractor will meet regularly (no less than quarterly) with WDB staff to discuss: enrollments, participant retention, program design, outcomes (employment and education), program expenditures, staffing, and other elements that have the potential to impact the quality of the programs and services provided under this agreement. Dates, times, and locations for regular meetings with WDB staff will be mutually agreed upon by attendees. Meeting agendas will focus on coordination of efforts to ensure participants' success by providing seamless integration of services, on coordination of the services provided to participants to ensure they attain program goals, and documentation of participants' achievement of goals.
- 3) WDB staff will be responsible for reporting to the State and will field all requests from the Chief Elected Official—the County Board of Supervisors, the WDB members, the media, Coastal Planning Unit members, and other interested stakeholders. Contractor will respond to reporting requests made by the WDB within 5 days of a request.

L. EVALUATION OF CONTRACTOR:

- 1) Authorized State and County representatives and contracted vendors shall have the right to monitor, assess, or evaluate Contractor's performance pursuant to this agreement by any means including, but not limited to, inspections of premises, records, reports, audits, and interviews with Contractor, Contractor employees and agents, and P2E participants.

M. RECORDS AND AUDITS OF CONTRACTOR:

- 1) **Establishment and Maintenance of Records:** Contractor shall maintain records, including, but not limited to books, financial records, supporting documents, statistical records, personnel, property, and all other pertinent records sufficient to reflect:
 - a. All direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this agreement; and
 - b. All other matters covered by this agreement. Such records shall be maintained in accordance with requirements now or hereafter prescribed by the WDB.
- 2) **Preservation of Records:** Contractor shall preserve and make available its records for three (3) years from the date of final payment of this Agreement. If at the end of the three (3) years, there is litigation or an audit involving those records, Contractor will retain the records until the resolution of such litigation or audit.

N. BRANDING:

Contractor will not use its brand or promote its own organization without the explicit permission of the WDB. Contractor shall actively promote the WDB as the provider of services received by P2E participants. Contractor shall use the WDB approved logo in any and all promotional, advertisement, and program related materials relative to the services under this agreement. All materials shall acknowledge the WDB and its role as the source of funding.

O. BUDGET MODIFICATION:

If Contractor requests, in writing, a change in Exhibit C – Budget Summaries, the WDB's Executive Director or his or her designee, may authorize, in writing, adjustments of the dollar amount to cost categories or any line item, so long as the total amount of compensation under this agreement remains unchanged. A written request for a budget modification will not be required as long as Contractor is within a maximum of 10% of the line item. Budget modifications or transfer of funds affecting the performance benchmarks is prohibited.

EXHIBIT B-1
PERFORMANCE OPERATING PLAN
 Prison to Employment – Implementation Direct Services
 January 1, 2020 through December 31, 2021

		Quarter 1		Quarter 2		Quarter 3		Quarter 4		Quarter 5		Quarter 6		Quarter 7		Quarter 8	
		SPAL	APR - JUN 2020	JUL - SEP 2020	OCT - DEC 2020	JAN - MAR 2021	APR - JUN 2021	JUL - SEP 2021	OCT - DEC 2021	JAN - MAR 2022	APR - JUN 2022	JUL - SEP 2022	OCT - DEC 2022	JAN - MAR 2023	APR - JUN 2023	JUL - SEP 2023	OCT - DEC 2023
Performance Operating Plan – Prison to Employment IDS																	
Cumulative Quarterly Performance and Enrollment Goals																	
Service Provider: Turning Point																	
A. Program Performance Goals																	
1. Cumulative new enrollments	Plan	27	3	9	15	21	27	27	27	27	27	27	27	27	27	27	27
	Actual																
	% of Plan	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%
2. Work-Based Learning: Completion of On-the-Job Training (OJT)	Plan	10	0	1	3	6	10	10	10	10	10	10	10	10	10	10	10
	Actual																
	% of Plan	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%
3. Work-Based Learning: Completion of Work Experience (WEX)	Plan	6	0	1	3	5	6	6	6	6	6	6	6	6	6	6	6
	Actual																
	% of Plan	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%
4. Individuals placed in employment in WDB priority industry sectors	Plan	11	0	2	4	7	11	11	11	11	11	11	11	11	11	11	11
	Actual																
	% of Plan	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%
B. Other Program Elements																	
1 WorkKeys Assessments																	
	Plan	27	3	9	15	21	27	27	27	27	27	27	27	27	27	27	27
	Actual																
	% of Plan	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%
C. Exits																	
1 Exits																	
	Plan	27	0	1	1	2	4	5	5	5	5	5	5	5	5	5	5
	Actual																
	% of Plan	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%

EXHIBIT B-2
 PERFORMANCE OPERATING PLAN
 Prison to Employment – Supportive Services Exam and Learn
 January 1, 2020 through December 31, 2021

Performance Operating Plan – Prison to Employment SSEL																	
Cumulative Quarterly Performance and Enrollment Goals																	
Service Provider: Turning Point																	
A. Program/Performance Goals	GOAL	Quarter 1		Quarter 2		Quarter 3		Quarter 4		Quarter 5		Quarter 6		Quarter 7		Quarter 8	
		Jan-Mar 2020	Apr-Jun 2020	Jul-Sep 2020	Oct-Dec 2020	Jan-Mar 2021	Apr-Jun 2021	Jul-Sep 2021	Oct-Dec 2021	Jan-Mar 2022	Apr-Jun 2022	Jul-Sep 2022	Oct-Dec 2022	Jan-Mar 2023	Apr-Jun 2023	Jul-Sep 2023	Oct-Dec 2023
1. Cumulative new enrollments	Plan 20	2	7	12	16	20	20	20	20	20	20	20	20	20	20	20	20
	Actual																
	% of Plan	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%
2. Work-Based Learning: Completion of On-the-Job Training (OJT)	Plan 7	0	1	3	5	7	7	7	7	7	7	7	7	7	7	7	7
	Actual																
	% of Plan	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%
3. Work-Based Learning: Completion of Work Experience (WEX)	Plan 5	0	1	2	3	5	5	5	5	5	5	5	5	5	5	5	5
	Actual																
	% of Plan	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%
4. Individuals placed in employment in WDB priority industry sectors	Plan 8	0	1	2	5	8	8	8	8	8	8	8	8	8	8	8	8
	Actual																
	% of Plan	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%
B. Other Program Elements																	
1. WorkKeys Assessments	Plan 20	2	7	12	16	20	20	20	20	20	20	20	20	20	20	20	20
	Actual																
	% of Plan	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%
C. Exits																	
1. Exits	Plan 20	0	0	1	2	2	2	2	2	2	2	2	2	2	2	2	2
	Actual																
	% of Plan	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%

EXHIBIT C-1

BUDGET SUMMARY

Prison to Employment – Implementation Direct Services
January 1, 2020 through December 31, 2021

Prison to Employment -- Implementation Direct Services
Budget Summary

Organization: Turning Point				
I. OPERATING COSTS				
A. WAGES AND FRINGES		FTE Allocated to	Leveraged	Total Cost to
Position Title	Salary	Contract	Amount	Contract
Navigator	\$79,195.26	100.00%		\$79,195.26
Program Director .20FTE	\$17,160.92	100.00%		\$17,160.92
				\$0.00
				\$0.00
Subtotal Wages & Fringes				\$96,356.18
B. OTHER OPERATING				
Copying/Printing				
Outreach Activities				
Staff Travel				\$3,321.21
Supplies (Not Testing)				\$7,339.31
Subtotal Other Operating				\$10,660.52
SUBTOTAL OPERATING				107,016.70
C. DIRECT PARTICIPANT COSTS				
Work Experience (WEX) Wages				\$26,398.00
<i>Total Work Experience Budget</i>				\$26,398.00
Supportive Services				\$42,237.10
On-the-Job Training				\$26,876.10
Other (Specify in narrative)				\$0.00
Subtotal Direct Participant Costs				\$95,511.20
D. INDIRECT COSTS				
				\$22,503.10
TOTAL BUDGET				\$225,031.00

Invoice

Prison to Employment Implementation Direct Services – January 1, 2020 through December 31, 2021

Monterey County Workforce Development Board
 c/o Fiscal Manager
 1441 Schilling Place - North Building
 Salinas, CA 93901

Invoice #: 100
 Date: #####
 Expenditure for
 the month of: Jan-20

Agency:

Budget Item	Current Expenditures	YTD Expenditures	Total Budget	Remaining Budget	% Expended
A. Salaries and Fringe Benefits					
Salaries	\$0.00	\$0.00	\$0.00	\$0.00	0%
Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00	0%
B. Other Operating					
Copying/Printing	\$0.00	\$0.00	\$0.00	\$0.00	0%
Outreach Activities	\$0.00	\$0.00	\$0.00	\$0.00	0%
Staff Travel	\$0.00	\$0.00	\$0.00	\$0.00	0%
Supplies (Not Testing)	\$0.00	\$0.00	\$0.00	\$0.00	0%
C. Direct Participant Costs					
Work Experience (WEX) Wages	\$0.00	\$0.00	\$0.00	\$0.00	0%
Total Work Experience Budget	\$0.00	\$0.00	\$0.00	\$0.00	0%
Supportive Services	\$0.00	\$0.00	\$0.00	\$0.00	0%
Occupational Skills Training	\$0.00	\$0.00	\$0.00	\$0.00	0%
Other (Specify in narrative)	\$0.00	\$0.00	\$0.00	\$0.00	0%
Subtotal Direct Participant Costs	\$0.00	\$0.00	\$0.00	\$0.00	0%
D. Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00	0%
TOTAL BUDGET	\$0.00	\$0.00	\$0.00	\$0.00	0%

Monthly Obligations:	
Monthly Program Income:	
Accrued Expenditures:	

EXHIBIT C-2

BUDGET SUMMARY

Prison to Employment – Supportive Services Earn and Learn
January 1, 2020 through December 31, 2021

**Prison to Employment -- Supportive Services Earn and Learn
Budget Summary**

Organization: Turning Point				
I. OPERATING COSTS				
A. WAGES AND FRINGES				
Position Title	Salary	FTE Allocated to Contract	Leveraged Amount	Total Cost to Contract
Navigator	\$58,663.15	100.00%		\$58,663.15
Program Director .20FTE	\$12,711.80	100.00%		\$12,711.80
				\$0.00
				\$0.00
Subtotal Wages & Fringes				\$71,374.95
B. OTHER OPERATING				
Copying/Printing				
Outreach Activities				
Staff Travel				\$2,460.15
Supplies (Not Testing)				\$5,436.53
Subtotal Other Operating				\$7,896.68
SUBTOTAL OPERATING				\$79,271.63
C. DIRECT PARTICIPANT COSTS				
Work Experience (WEX) Wages				\$19,914.00
<i>Total Work Experience Budget</i>				\$19,914.00
Supportive Services				\$30,707.73
On-the-Job Training				\$20,324.73
Other (Specify in narrative)				\$0.00
Subtotal Direct Participant Costs				\$70,946.47
D. INDIRECT COSTS				
				\$16,690.90
TOTAL BUDGET				\$166,909.00

Invoice

Prison to Employment Supportive Services Earn and Learn – January 1, 2020 through December 31, 2021

Monterey County Workforce Development Board
 c/o Fiscal Manager
 1441 Schilling Place - North Building
 Salinas, CA 93901

Invoice #: 100
 Date: #####
 Expenditure for
 the month of: Jan-20

Agency:

Budget Item	Current Expenditures	YTD Expenditures	Total Budget	Remaining Budget	% Expended
A. Salaries and Fringe Benefits					
Salaries	\$0.00	\$0.00	\$0.00	\$0.00	0%
Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00	0%
B. Other Operating					
Copying/Printing	\$0.00	\$0.00	\$0.00	\$0.00	0%
Outreach Activities	\$0.00	\$0.00	\$0.00	\$0.00	0%
Staff Travel	\$0.00	\$0.00	\$0.00	\$0.00	0%
Supplies (Not Testing)	\$0.00	\$0.00	\$0.00	\$0.00	0%
Other (Specify)	\$0.00	\$0.00	\$0.00	\$0.00	0%
C. Direct Participant Costs					
Work Experience (WEX) Wages	\$0.00	\$0.00	\$0.00	\$0.00	0%
Total Work Experience Budget	\$0.00	\$0.00	\$0.00	\$0.00	0%
Supportive Services	\$0.00	\$0.00	\$0.00	\$0.00	0%
Occupational Skills Training	\$0.00	\$0.00	\$0.00	\$0.00	0%
Other (Specify in narrative)	\$0.00	\$0.00	\$0.00	\$0.00	0%
Subtotal Direct Participant Costs	\$0.00	\$0.00	\$0.00	\$0.00	0%
D. Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00	0%
TOTAL BUDGET	\$0.00	\$0.00	\$0.00	\$0.00	0%

Monthly Obligations:	
Monthly Program Income:	
Accrued Expenditures:	

**EXHIBIT D
REFERRAL FORM AND PROCESS**

REV 10/04/19

PRISON TO EMPLOYMENT – SERVICE PARTNER REFERRAL FORM

DATE: _____ **REFERRAL GROUP:** **Adult** (18 and older) **Youth** (16 to 24)
 Displaced Workers – Separated from Employment/Service or Major Life Changes

CUSTOMER INFORMATION:

Name: _____

City: _____ DOB: (mm/dd) _____

Phone: _____

Email: _____

REFERRED BY: (insert name of organization here)

Name: _____

Phone: _____

Email: _____

REASON FOR REFERRAL:

COMMUNITY BASED ORGANIZATION:

Name: _____

Address: _____

Phone: _____

Email: _____

NOTES

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

Signature: _____

<input type="checkbox"/> Adult School – Gonzales 650 Elko Street, Gonzales (831) 675-1081 x 6	<input type="checkbox"/> Adult School – Monterey 1295 La Salle Ave, Seaside (831) 392-3565	<input type="checkbox"/> Adult School – Pacific Grove 1025 Lighthouse Ave, Pacific Grove (831) 646-6580
<input type="checkbox"/> Adult School – Salinas 20 Sherwood Pl, Salinas (831) 796-6900	<input type="checkbox"/> Adult School – Soledad 690 Main Street, Soledad (831) 678-6300	<input type="checkbox"/> AJCC Greenfield – Adult, DW, Youth 599 El Camino Real, Greenfield (831) 856-5182
<input type="checkbox"/> AJCC Marina – Adult, DW, Youth Imjin Road, Ste #157, Marina (831) 899-8120	<input type="checkbox"/> AJCC Salinas – Adult, DW, EDD, Others: Job Corps(W) DOR(T) 730 La Guardia Street, Salinas (831) 796-3600	<input type="checkbox"/> Community Action Partnership 1000 South Main St #301, Salinas (831) 755-8492
<input type="checkbox"/> Center for Employment Training, Salinas/Soledad (CET) Farm Worker Programs 24 E. Alvin Drive, Salinas 930 Los Coches Drive, Soledad (831) 424-0665 / (831) 678-0448	<input type="checkbox"/> Child Support Services 752 La Guardia St. Salinas (831) 769-8782 or (866) 901-3212	<input type="checkbox"/> Civil Rights Office – Discrimination Complaints 1441 Schilling Place, North, Salinas (831) 755-5117
<input type="checkbox"/> Community College – Hartnell 411 Central Avenue, Salinas 1752 E. Alisal Street, Salinas CTE - (831) 755-6700 Adult Ed X 6727 Non-Credit/ESL (831) 759-6051	<input type="checkbox"/> Community College – MPC 980 Fremont Street, Monterey 289 12 th Street, Marina Admissions & Records (831) 646-4002	<input type="checkbox"/> Dept. of Rehabilitation (DOR) 928 E. Blanco Rd. Ste. #208 Salinas (831) 769-8066
<input type="checkbox"/> Dept. of Social Services (DSS) CWES and CalFresh Employment & Training 730 La Guardia Street, Salinas 200 Broadway #62, King City (831) 386-6801 / (831) 755-4452	<input type="checkbox"/> Employment Development Department (EDD) 730 La Guardia Street, Salinas (831) 796-3636	<input type="checkbox"/> Monterey County Workforce Development Board (Business Services and Grants) (MCWDB) 1441 Schilling Place, North, Salinas (831) 796-3387
<input type="checkbox"/> Housing Authority of Monterey CO 123 Rico Street, Salinas (831) 775-5000 TDD (831) 754-2951	<input type="checkbox"/> Job Corps AJCC Salinas and 3485 East Hills Dr., San Jose CA 95127 (408) 937-3163	<input type="checkbox"/> Senior Community Service Employment Program – (ANPPM) 1325 N. Main St., Salinas (831) 287-2350 x 8358
<input type="checkbox"/> ResCare Imjin Road, Ste. #157, Marina (831) 899-8120	<input type="checkbox"/> Turning Point 427 Pajaro Street #2, Salinas (831) 256-7110	

REV 04/05/19

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

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

_____ Participant initials/ Iniciales del participante

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

Partner Referral Process:

REFERRAL FORM: The referring agency is to both (1) transmit the referral form to the receiving agency and (2) give a copy of the form to the customer with instructions to present the form to the receiving agency at the time a face-to-face contact is made. After assisting the customer, the receiving agency is to complete the "Notes" section of this form and return a copy to the originating agency that initiated the service referral if the Referring agency Contact information is filled out or if the box is checked for the DCSS (Department of Child Support Services). Each agency is responsible to have a process that allows electronic copies of the referral forms for the month to be sent to the One Stop Operator for a Quality Data Control and Monthly Report to be given to the MCWDB via the Executive Director.

EXHIBIT E-1
MONTHLY PERFORMANCE REPORT
Prison to Employment -- Implementation Direct Services

Reporting Month _____ Agency _____

Prison to Employment -- Implementation Direct Services

ENROLLMENTS			
	Goal	Actual	% Total
Number of participants who received Individualized Career Services	27		0%
Total Active Participants			

TRAINING			
	Goal	Actual	% Total
Total Training Enrollments	17		0%

PERFORMANCE BASED OUTCOMES			
	Goal	Actual	% Total
Work-Based Learning: On-the-Job Training (OJT)	5		0%
Work-Based Learning: Work Experience (WEX)	10		0%
Placed in Employment in WDB Priority Sectors	19		0%

Please provide narrative portion of Monthly Status Report below:

EXHIBIT E-2
MONTHLY PERFORMANCE REPORT
Prison to Employment – Supportive Services Earn and Learn

Reporting Month _____ Agency _____

Prison to Employment – Supportive Services Earn and Learn

ENROLLMENTS			
	Goal	Actual	% Total
Number of participants who received Individualized Career Services	20		0%
Total Active Participants			

TRAINING			
	Goal	Actual	% Total
Total Training Enrollments	11		0%

PERFORMANCE BASED OUTCOMES			
	Goal	Actual	% Total
Work-Based Learning: On-the-Job Training (OJT)	3		0%
Work-Based Learning: Work Experience (WEX)	6		0%
Placed in Employment in WDB Priority Sectors	12		0%

Please provide narrative portion of Monthly Status Report below:

EXHIBIT F
QUARTERLY TRAINING REPORT
 January 1, 2020 – December 31, 2021

	WEX/OJT/ETPL TRAINING-IDS		WEX/OJT/ETPL TRAINING-SSEL		TRAINING TOTAL	QUARTERLY TOTALS
	Forecast	Actual	Forecast	Actual		
Jan-Mar 2020	0	0	0	0	\$0	\$0
Apr-Jun 2020	3	0	1	0	\$15,476	\$15,476
Jul-Sep 2020	6	0	3	0	\$37,745	\$37,745
Oct-Dec 2020	11	0	5	0	\$67,701	\$69,701
Jan-Mar 2021	15	0	9	0	\$100,653	\$100,653
Apr-Jun 2021	15	0	9	0	\$100,653	\$100,653
Jul-Sep 2021	15	0	9	0	\$100,653	\$100,653
Oct-Dec 2021	15	0	9	0	\$100,653	\$100,653
TOTAL	15	0	9	0	\$100,653	\$100,653
BUDGET	\$ 57,372		\$ 43,281		\$ 100,653	\$100,653
SPENT	\$ 57,372		\$ 43,281		\$ 100,653	\$100,653
BALANCE	\$0		\$0		\$0	\$0

IDS = Prison to Employment (P2E) Implementation Direct Services Grant
 SSEL = P2E Supportive Services Earn and Learn Grant

EXHIBIT G-1
QUARTERLY NARRATIVE REPORT
PRISON TO EMPLOYMENT – IMPLEMENTATION DIRECT SERVICES

REPORT COMPLETED BY	DATE (DD/MM/YYYY)
REPORTING QUARTER: <input type="checkbox"/> JANUARY through MARCH <input type="checkbox"/> APRIL through JUNE <input type="checkbox"/> JULY through SEPTEMBER <input type="checkbox"/> OCTOBER through DECEMBER	
REPORTING YEAR (IF DIFFERENT FROM YEAR LISTED IN DATE FIELD)	

PERFORMANCE INFORMATION

OUTREACH / RECRUITMENTS
BUSINESS ENGAGEMENT
ENROLLMENTS
TRAINING / WORK EXPERIENCE
JOB PLACEMENTS
SUCCESS STORIES
ISSUES / CONCERNS REQUIRING MCWDB ASSISTANCE

EXHIBIT G-2
QUARTERLY NARRATIVE REPORT
PRISON TO EMPLOYMENT – SUPPORTIVE SERVICES EARN AND LEARN

REPORT COMPLETED BY	DATE (DD/MM/YYYY)
REPORTING QUARTER: <input type="checkbox"/> JANUARY through MARCH <input type="checkbox"/> APRIL through JUNE <input type="checkbox"/> JULY through SEPTEMBER <input type="checkbox"/> OCTOBER through DECEMBER	
REPORTING YEAR (IF DIFFERENT FROM YEAR LISTED IN DATE FIELD)	

PERFORMANCE INFORMATION

OUTREACH / RECRUITMENTS
BUSINESS ENGAGEMENT
ENROLLMENTS
TRAINING / WORK EXPERIENCE
JOB PLACEMENTS
SUCCESS STORIES
ISSUES / CONCERNS REQUIRING MCWDB ASSISTANCE

EXHIBIT H

GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

The following applies to all programs and/or projects funded under the Workforce Innovation and Opportunity Act (WIOA) conducted by Turning Point of Central California, Inc., which is hereinafter referred to as "CONTRACTOR."

1. COMPLIANCE

In performance of this Agreement, Contractor will fully comply with:

- a. The provisions of the Workforce Innovation and Opportunity Act (WIOA) of 2014; the Office of Management and Budget (OMB) Uniform Administrative Requirements, Allowable Costs, Cost Principles, and Audit Requirements for Federal Awards, Final Rule at 2 Code of Federal Regulations (CFR), Chapter I and Chapter II, Part 200, et al (hereafter referred to as Uniform Guidance 2 CFR Part 200); and the Department of Labor's (DOL) exceptions at 2 CFR Chapter II, Part 2900, et al. (hereafter referred to as DOL Exceptions 2 CFR Part 2900); and all regulations, legislation, directives, policies, procedures and amendments issued pursuant thereto.
- b. All State legislation and regulations to the extent permitted by Federal law and all policies, directives and/or procedures, which implement the WIOA.
- c. The provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to DOL job training programs.
- d. Contractor will ensure diligence in managing programs under this Agreement, including performing appropriate monitoring of its activities and taking prompt corrective action against known violations of the WIOA. Contractor agrees to conform to the provisions of the WIOA and the contract requirements as referenced in Uniform Guidance 2 CFR Part 200, Appendix II and DOL Exceptions 2 CFR Part 2900, Appendix II to Part 200.

2. CERTIFICATIONS / ASSURANCES

Except as otherwise indicated, the following certifications apply to all Contractors.

- a. **Corporate Registration:** Contractor, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.
- b. **American's Disabilities Act (ADA):** Contractor agrees to comply with the American's Disabilities Act (ADA) of 1990, which, prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C.12101 et seq.)
- c. **False Claims Act:** Contractor, by signing this Agreement, agrees to assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets. Contractor shall assure that all annual, final fiscal reports, monthly claims, invoices, and vouchers, it submits for the purpose of requesting payment will include a certification, signed by an official who is authorized to legally bind Contractor, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may

subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise." (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

- d. **Authority to Bind Contractor:** Contractor shall furnish the MCWDB in writing, a list of persons authorized to execute on behalf of Contractor: Agreements, modifications to Agreements, invoices or other documents as may be required by the MCWDB.
- e. **Sectarian Activities:** Contractor certifies that this Agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- f. **National Labor Relations Board:** Contractor (if not a public entity), by signing this Agreement, does swear under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board (PCC10296).
- g. **Prior Findings:** Contractor, by signing this Agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous Agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
- h. **Excluded Parties List:** The MCWDB will not contract with any entity listed on the Excluded Parties List System in the federal System for Award Management. Contractor hereby represents and warrants that it is not so listed.
- i. **Drug-Free Workplace Certification:** By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor 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 to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's or organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
 - (3) Every Contractor employee who works on this Agreement will:
 - a. Receive a copy of the Contractor's drug-free policy statement; and
 - b. Agree to abide by the terms of the Contractor's drug-free policy statement as a condition of employment on the Agreement.
- j. **Child Support Compliance Act:** In accordance with the Child Support Compliance Act, Contractor recognizes and acknowledges: The importance of child and family support obligations and shall fully comply with the applicable State and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and that to the best of its knowledge Contractor is fully complying with the earnings assignment orders of all Contractor's employees and is providing the

names of all new Contractor's employees to the New Employee Registry maintained by the State of California Employment Development Department (EDD).

- k. **Debarment and Suspension Certification:** By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with regulations implementing Executive Order 12549, Debarment and Suspension, Uniform Guidance 2 CFR Part 200, Appendix I, and that Contractor, to the best of its knowledge and belief, certifies that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
 - (2) Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract. Nor shall Contractor have, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
 - (3) Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State or local), with commission of any of the offenses enumerated in Section 2 of this Debarment and Suspension Certification.
 - (4) Have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default. Where Contractor is unable to certify to any of the statements in this Debarment and Suspension Certification, it shall attach an explanation to this Agreement.
- l. **Mandatory Disclosures:** All WIOA and Wagner-Peyser recipients of Federal awards must disclose, as required at 2 CFR 200.113, in a timely manner, in writing to the Federal awarding agency or the MCWDB, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338 (Remedies for noncompliance), including suspension or debarment.
- m. **Lobbying Certification:** By signing this AGREEMENT, Contractor hereby assures and certifies to compliance with the lobbying restrictions which are codified in Title 31 of the United States Code, section 1352, as implemented by DOL regulations at 2 CFR Part section 200.208, as follows:
- (1) No Federal appropriated funds have been paid, by or on behalf of CONTRACTOR, 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - (3) CONTRACTOR shall require that the language of the lobbying restrictions be included in the award documents for Agreement transactions over \$100,000 (per OMB) at all tiers (including

AGREEMENTs, contracts, and subcontracts, under grants, loan, or cooperative Agreements), and that all subrecipients shall certify and disclose accordingly.

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

- n. **Priority Hiring Considerations:** If this AGREEMENT includes services in excess of \$200,000, Contractor shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Section Code 11200 in accordance with Public Contract Code §10353.
- o. **Sweatfree Code of Conduct:** All Contractors that contract for the procurement or laundering of apparel, garments, or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the State pursuant to the contract have been laundered or produced, in whole or in part, by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that it will adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the MCWDB, State of California EDD, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements of the Sweatfree Code of Conduct.
- p. **Unenforceable Provision:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected hereby.
- q. **Non-discrimination Clause / Affirmative Action / Equal Employment Opportunity:**
 - (1) The conduct of the parties to this Agreement will be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated hereunder and the provisions of WIOA Section 188 and 29 CFR Part 38.
 - a. As a condition to the Agreement of financial assistance from the DOL under WIOA, Contractor assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the Agreement:
 - i. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or against beneficiaries on the basis of either citizenship/status or participation in any WIOA financially assisted Title I program or activity;
 - ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;

- iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- b. Contractor also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIOA financially assisted program or activity, and to all Agreements that Contractor makes to carry out the WIOA financially assisted program or activity. Contractor understands that the United States has the right to seek judicial enforcement of this assurance.
 - c. This Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
 - d. These assurances are binding on Contractor for the term of this Agreement, as specified in 29 CFR section 38.26(b).
- (2) Contractor will take affirmative action to assure that no individual will be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration or in connection with any services or activities authorized under the WIOA in violation of any applicable nondiscrimination law, including laws prohibiting discrimination on the basis of age, race, sex, color, religion, national origin, disability, political affiliation or belief. All complaints alleging discrimination must be filed and processed according to the procedures in the applicable DOL nondiscrimination regulations.
 - (3) Contractor will assure that discriminatory job orders will not be accepted, except where the stated requirement is a bona fide occupational qualification (BFOQ). See, generally, 42 U.S.C. 2000(e)-2(e), 29 CFR parts 1604, 1606, 1625. (3)
 - (4) Contractor will assure that employment testing programs will comply with 41 CFR part 60-3 and 29 CFR part 32 and 29 CFR 1627.3(b)(iv).
 - (5) Contractor agrees to conform to non-discrimination and equal opportunity requirements and procedures, including the discrimination complaint procedures in compliance with the WIOA, the Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, Federal regulations and State statutes, regulations and policy. (Reference MCWDB Policy 2018-1 – Nondiscrimination and Equal Opportunity Procedures, accessible at: <http://www.montereycountywib.org/policies/policies/>).
 - (6) Contractor will be governed by WIOA procedures relating to complaints alleging violations of the WIOA, regulations, other Agreements under the WIOA including terms and conditions of employment. Participants will be notified in writing, upon enrollment into employment or training, of the WIOA 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.
 - (7) Contractor will comply with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and

implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL."

- (8) 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.

r. Indemnification:

The following provision applies only if Contractor is a governmental entity: Pursuant to Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.

- s. **Salary and Bonus Limitations:** In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006, including funds expended pursuant to this Agreement, shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to Contractors providing goods and services as defined in Uniform Guidance 2 CFR Part 200 and the DOL Exceptions 2 CFR Part 2900. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the States, the compensation levels for programs involved including DOL Employment and Training Administration programs. See Training and Employment Guidance Letter #05-06 for further clarification at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262.

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

- t. **Federal Funding Accountability and Transparency Act (FFATA):** As required by FFATA, recipients of Federal awards are required to report sub-award and executive compensation information. By signing this Agreement, Contractor hereby assures and certifies to comply with the provisions of FFATA, which includes requirements referenced in Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900.
- u. **Air or Water Pollution Violation:** Under State laws, Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to any cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of Federal law relating to air or water pollution.
- v. **Clean Air Act and Federal Water Pollution Control Act:** All Agreements between the MCWDB and Contractor of Agreements in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

3. STANDARDS OF CONDUCT

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

- a. **General Assurance:** Every reasonable course of action will be taken by Contractor in order to maintain the integrity of the expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal, financial, or political gain. Contractor agrees to conform to the non-discrimination requirements as referenced in WIOA Section 188.
- b. **Conflict of Interest:** An executive or employee of Contractor, an elected official in the area or a member of the MCWDB will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed, in whole or in part, by Contractor or the MCWDB: supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement. No member of Contractor or the MCWDB will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents. For the purpose of this Agreement, a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein has a financial interest in or a tangible personal benefit from a firm considered for a contract, subcontract, or Agreement. (Reference 2 CFR Part 200.318(c)(1)(2) – Conflict of Interest) If a non-Federal entity, has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears unable to be impartial in conducting a procurement action involving a related organization. (Reference 2 CFR Part 200.318(c)(2))
- c. **Buy-American:** Contractor agrees that, as stated in sec. 502 of WIOA, all funds authorized in WIOA and the Wagner- Peyser Act must be expended on only American made equipment and products, as required by the Buy American Act (41 U.S.C. 8301–8305).
- d. **Nepotism:** Contractor certifies that it shall not hire nor permit the hiring of any person in a position funded under this Agreement if a member of the person’s immediate family is employed in an administrative capacity. For the purpose of this Agreement, the term “immediate family” means spouse (common law or otherwise), child, mother, father, brother, sister, brother/sister-in-law, son/daughter-in-law, mother/father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by Contractor. The term “administrative capacity” means persons who have overall administrative responsibility for a program, including but not limited to, selection, hiring, or supervisory responsibilities.
- e. **Procurement:** Contractor must comply with the MCWDB procurement policy and procedures which reflect applicable local, State and Federal laws and regulations, and the standards identified in Uniform Guidance 2 CFR Part 200.318 – General Procurement Standards. (Reference MCWDB Policy 2013-01 – Procurement Standards and policy attachments; <http://www.montereycountywib.org/policies/policies/>)

4. COORDINATION

- a. Contractor will, to the maximum extent feasible, coordinate all programs and activities supported under this part with core programs under the WIOA, including the WIOA (Adult, Dislocated Worker and Youth formula programs); Wagner-Peyser Act employment services; Adult Education and Literacy Act programs; Rehabilitation Act Title I programs; Job Corps program, YouthBuild program, Native American programs, Migrant and Seasonal Farmworker programs, and other employment and training programs at the local level. In addition to the core programs, for individuals with multiple needs to access services, Contractor will, to the maximum extent

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

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

5. SUBCONTRACTING

- a. Contractor will not assign a contract resulting from this Agreement or any portion thereof to a third party without the prior written consent of the MCWDB, and any attempted assignment or subcontract without such prior written consent may cause immediate termination of the Agreement.
- b. Upon approval from the MCWDB, any of the work or services specified in this AGREEMENT which will be performed by other than Contractor will be evidenced by a written Agreement specifying the terms and conditions of such performance.
- c. Contractor will maintain and adhere to an appropriate system, consistent with Federal, State and local law, for the award and monitoring of contracts which contain acceptable standards for insuring accountability.
- d. The system for awarding contracts will contain safeguards to insure Contractor does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

6. RESOLUTION

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

7. FUNDING

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds. The parties hereby enter into this Agreement in advance of confirmation of the availability of funds for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the AGREEMENT was executed after that determination was made.
- b. This AGREEMENT is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State fiscal years covered by this Agreement for the purposes of this program and; (2) sufficient funds are made available to the State by the United States Government for the fiscal years covered by this AGREEMENT for the purposes of the programs described in the scope of services. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this AGREEMENT in any manner.

- c. At the expiration of the terms of this Agreement or upon termination prior to the expiration of this Agreement, funds not obligated for the purpose of this Agreement will be immediately remitted to the MCWDB, and shall no longer be available to Contractor.
- d. The MCWDB retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing Contractor is given prompt notice and the opportunity for an informal review of the MCWDB's decision. The Executive Director of the MCWDB or his/her designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of Contractor to comply with the provisions of this Agreement, or with the WIOA or regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.

8. FISCAL ACCOUNTABILITY

- a. Contractor shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. An integral part of the required financial management system is a system of internal accounting controls that will provide reasonable assurance that WIOA assets are safeguarded against loss from unauthorized use or disposition, and that accounting transactions affecting WIOA fund accountability are properly charged and recorded by administrative and program cost categories to permit the preparation of accurate and supportable financial reports.
- b. Contractor will comply with controls, record keeping and fund accounting procedure requirements of WIOA, Federal and State regulations, and directives to ensure the proper accounting for program funds paid to Contractor by the MCWDB through a cost reimbursement process.
- c. This Agreement provides for the reimbursement of allowable costs that are identified and approved in the AGREEMENT budget, and incurred in the operation of the programs specified in the scope of services. Back-up documentation is required from Contractor to justify reimbursement payments made under this AGREEMENT.
- d. All expenditures must be reported on an accrual basis of accounting.
- e. No cost shall be allowed under this AGREEMENT which is not specifically identified in Contractor's approved budget. Contractor shall not transfer funds between cost categories or adjust designated "total budget" line items without prior written approval by the MCWDB (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. All limitations on expenditures specified in Federal and State fiscal requirements shall apply to this AGREEMENT.
- f. Contractor shall not charge nor receive compensation under this AGREEMENT for any services or expenses unless said services or expenses are directly and exclusively related to the purpose of this AGREEMENT. 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 AGREEMENT. Contractor shall not use WIOA funds as security or payment for obligations or as loans for activities of other funded programs.
- g. Contractor's personnel whose time is charged to the budget under this AGREEMENT shall be paid on a pro-rata basis commensurate with the percentage of time devoted to the programs specified in the scope of services. Personnel costs including salary shall be reasonable. Employees of Contractor shall be compensated using WIOA funds under this AGREEMENT only for work performed under the terms of this AGREEMENT.

- h. The MCWDB 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's employees during the term of this AGREEMENT.
- i. In accordance with the requirements at 2 CFR 200.400(g), Contractor may not earn or keep any profit resulting from WIOA funds paid under this AGREEMENT, or other federal financial assistance.
- j. Any excess of revenue over costs incurred for services provided by Contractor must be included in program income. (WIOA secs. 194(7)(A)–(B)). Interest income earned on funds received under WIOA and Wagner-Peyser Act must be included in program income. (WIOA sec.194(7)(B)(iii)) Accordingly, these funds may be retained by Contractor to underwrite additional training or training related services pursuant to the project or program that generated them, consistent with the purposes of WIOA. When Contractor ultimately discontinues the provision of all WIOA training and/or services described in this AGREEMENT, program income remaining shall be returned to the MCWDB.
- k. Contractor shall make available to the MCWDB, upon request, a complete and detailed record or cost allocation of any expenses that are, in whole or in part, supported with program funds. This detailed account shall include percentages and total contributions from both WIOA and non-WIOA sources. Shared expenses may include, but are not necessarily limited to the following: staff salaries, facilities, equipment, etc.
- l. Travel expenses when permitted should be made at the agency rate per mile, but the rate cannot exceed the Agreement allowed by the Monterey County travel expense reimbursement policy, located online at: <http://www.co.monterey.ca.us/auditor/policies.htm>.

9. PAYMENT OF AUTHORIZED EXPENDITURES

- a. Subject to receipt of funds from the State, the MCWDB agrees to reimburse Contractor for expenditures authorized in the AGREEMENT budget. Financial reports and invoices are due to the fiscal unit of the MCWDB 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 MCWDB. Late submission of financial reports and invoices are subject to withholding of payment due to non-compliance with Contractor's AGREEMENT to submit timely and accurate reports and invoices. The MCWDB's Fiscal Unit shall pay the certified invoice within 45 days of receiving the certified invoice. Financial information reported on claims must be directly linked to records maintained by Contractor which support actual delivery of services as outlined in the existing AGREEMENT between Contractor and the MCWDB. The MCWDB shall be the sole judge of what constitutes adequate supporting documentation.
- b. Contractor shall be paid in accordance with the AGREEMENT and budget, not to exceed the maximum Agreement specified. Any cost incurred by Contractor over and above the maximum Agreement obligated by the AGREEMENT and budget shall be at the sole risk and expense of Contractor.

10. PERFORMANCE ACCOUNTABILITY

- a. Contractor, commencing as of the date of execution of this AGREEMENT by both parties, shall perform all the functions set forth in the AGREEMENT scope of services. Adequate performance under this AGREEMENT is essential and Contractor shall measure its performance results against goals and performance standards provided by this AGREEMENT. Measured performance below goals standards will constitute noncompliance with the terms of this AGREEMENT.

- b. It is the responsibility of Contractor to bring to the attention of the MCWDB 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 MCWDB within the time frame identified in the report. A corrective action plan shall consist of the following:
 - (1) Specific Actions to be taken
 - (2) The objective of each action
 - (3) Completion dates
 - (4) Person(s) responsible
 - (5) Result(s) to be accomplished
- c. Contractor shall submit all corrective plans to the MCWDB for written approval. If approved, Contractor shall keep the MCWDB aware of progress, on a continuing basis, until the corrective action plan results are accomplished. The MCWDB reserves the right to require modifications to the corrective action plan, satisfactory to the MCWDB, in the event of failure by Contractor to achieve the specified results.
- d. Failure of Contractor to satisfy administrative standards and/or performance goals may result in the immediate reduction of service levels to new applicants and/or enrollees by MCWDB. Such reduction will be accompanied by a proportionate decrease in obligated AGREEMENT funds.

11. MAINTENANCE OF EFFORT

Contractor shall comply with the following maintenance of effort requirements:

- a. Contractor warrants that participant positions funded through this AGREEMENT are in addition to those that would otherwise be financed by Contractor without assistance under WIOA.
- b. Participant positions funded through this AGREEMENT 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-over time 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; (4) not substitute public service and/or work experience positions for existing jobs.
- c. Contractor will not terminate, layoff or reduce the working hours of an employee for the purpose of hiring an individual with funds available under WIOA.
- d. Contractor will not hire any person using funds available under WIOA when any other person is on layoff for the same or substantially equivalent job.

12. AMENDMENTS

This AGREEMENT may be unilaterally modified by the MCWDB, under the following circumstances:

- a. There is a decrease in Federal or State funding levels.
- b. Funds awarded to Contractor have not been expended in accordance with the budget included in the approved Contractor's plan. This will occur if, after consultation with Contractor, the MCWDB has determined, in a manner consistent with State and Federal law, regulations and policies, that funds will not be spent in a timely manner.

- c. There is a change in State and Federal law or regulation requiring a change in the provisions of this AGREEMENT.

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

13. REPORTING

- a. Contractor will compile and submit reports of activities, performance and expenditures by the specified dates prescribed by the MCWDB. All expenditure reports must be submitted upon the accrual basis of accounting. Failure to adhere to the reporting requirements of this AGREEMENT will result in funds not being paid to Contractor by the MCWDB.
- b. Contractor shall submit to the MCWDB all required reports on a timely basis as delineated by the MCWDB. 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 MCWDB. These reports are due to the MCWDB, as requested in writing. Contractor also shall submit on a timely basis all required AGREEMENT supplemental documents.

14. TERMINATION

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

- a. **Termination for Convenience:** The MCWDB may, in its sole discretion, terminate this Agreement for convenience, including but not limited to, insufficient funding, lack of program participants, change in focus of WIOA program priorities, and similar. The MCWDB shall provide Contractor with thirty (30) days advance notice of termination of this Agreement for convenience.
- b. **Termination for Cause:** The MCWDB may terminate this Agreement, in whole or in part, if it determines that Contractor has substantially breached this agreement or violated WIOA, WIOA regulations, the Uniform Guidance, implementing state legislation, and/or guidance and directives issued by the State Employment Development Department or the federal Department of Labor. In the event of Contractor's breach of this Agreement or in the event of Contractor's violation of WIOA and related laws, regulations, guidance and directives, the MCWDB may pursue all legal remedies available to it under federal and state law, including injunctive relief and restitution of WIOA funds previously disbursed to Contractor.
 - (1) In the event of breach of this Agreement by Contractor or in the event of Contractor's violation of WIOA and related laws, regulations, guidance and directives, the MCWDB may also seek to impose administrative sanctions such as, but not limited to, a bar on Contractor's future receipt of WIOA funds and/or a bar on Contractor's future provision of WIOA program services.
 - (2) The MCWDB may, in its sole discretion, afford Contractor the opportunity to take corrective action prior to terminating this Agreement and/or pursuing legal remedies/administrative sanctions.

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

Notices to the MCWDB will be addressed to:
Executive Director

Workforce Development Board (MCWDB)
1441 Schilling Place, North
Salinas, CA 93901

Notices to Contractor will be addressed to:
Raymond R. Banks, CEO
Turning Point of Central California, Inc.
P.O. Box 7447
Visalia, CA 93290-7447

15. RECORDS MAINTENANCE & RETENTION

- a. If participants are served under this AGREEMENT, Contractor will use CalJOBS <https://www.caljobs.ca.gov>, online case management systems as prescribed by the County of Monterey.
- b. Contractor will retain all records pertinent to this AGREEMENT for a period of three (3) years from the date of final payment of this AGREEMENT. If, at the end of three (3) years, there is litigation or an audit involving those records, Contractor will retain the records until the resolution of such litigation or audit. (Refer to Uniform Guidance, Subpart D, Part 200.333-200.337.)
- c. The MCWDB, the State of California, and/or the U.S. DOL, or their designee (refer to Uniform Guidance, Subpart F, Part 200.500-200.521) will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this AGREEMENT. For purposes of this section, "access to" means that Contractor shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this AGREEMENT. Contractor shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the AGREEMENT. Contractor's performance under the terms and conditions herein specified will be subject to an evaluation by the MCWDB of the adequacy of the services performed, timeliness of response and a general impression of the competency of Contractor's organization and its staff.
- d. Portable Document Format (PDF), electronic, machine readable information or paper documentation is allowed for the purpose of records maintenance and retention, as long as there are appropriate and reasonable internal controls in place to safeguard against any inappropriate alteration of records. (Reference Uniform Guidance 2 CFR 200.335 – Methods for Collection, Transmission and Storage of Information) To the extent possible, Contractors should use the Virtual Job Center and/or CalJOBS systems as prescribed by the MCWDB, as both a reporting and a career coaching tool.

16. AUDITS

- a. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted in accordance with 2 CFR Part 200.514.
- b. Contractor will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. Contractor must follow the audit requirements (single audit or program-specific audit requirement) of Uniform Guidance 2 CFR, Part 200 and DOL Exceptions 2 CFR Part 2900.
- c. Auditors performing monitoring or audits of Contractor will immediately report to the MCWDB any incidents of fraud, abuse or other criminal activity in relation to this AGREEMENT, the WIOA or its regulations.

17. DISALLOWED COSTS

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

18. CONFLICTS

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

19. PROPERTY

- a. All property, whether finished or unfinished documents, data, studies and reports prepared or purchased by Contractor under this AGREEMENT, will be disposed of in accordance with the direction of the MCWDB. In addition, any tools and/or equipment furnished to Contractor by the MCWDB and/or purchased by Contractor with funds pursuant to this AGREEMENT, will be limited to the use within the activities outlined in this AGREEMENT and will remain the property of the DOL and/or the MCWDB. Upon termination of this AGREEMENT, Contractor will immediately return such tools and/or equipment to the MCWDB or dispose of them as prescribed by the MCWDB.
- b. All non-expendable property acquired with program funds provided, in whole or in part, under this AGREEMENT shall become property of the MCWDB at the time of acquisition and shall be returned to the MCWDB upon termination of the AGREEMENT and completion of the program or at such time as the MCWDB makes a request for such property. Non-expendable property is defined as property which will not be consumed or lose its identity during the AGREEMENT term, has a unit value in excess of \$1,000 at the time of purchase, and is expected to have a useful life of one year or more.
- c. Contractor shall obtain advance written approval of MCWDB for purchase of any non-expendable equipment having a unit purchase price of \$1,000 or more and use expectancy in excess of one year.
- d. Property records for non-expendable property shall be accurately maintained by Contractor and shall reflect the following:
 - (1) a description of the property;
 - (2) acquisition date and costs;
 - (3) supplier; and
 - (4) percentage of the cost of the property purchased with funds from this AGREEMENT.

- e. Contractor shall insure that adequate safeguards are provided to prevent loss, damage or theft of the property. In the case of all suspected thefts and if there is any possibility of a criminal cause of the loss or damage, Contractor shall report the loss, damage, or theft to the police, unless the possible crime occurred in another jurisdiction, in which case Contractor shall report it to the law enforcement authorities with that jurisdiction and Contractor shall provide a copy of the law enforcement report to the MCWDB.

20. CONFIDENTIALITY REQUIREMENTS

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

The MCWDB and Contractor agree that:

- a. Each party must recognize and safeguard personally identifiable information (PII) and information designated as sensitive in accordance with Uniform Guidance 2 CFR 200.303 – Safeguarding Personally Identifiable Information. Contractor must take reasonable measures to safeguard protected PII, as well as any information that the MCWDB designates as sensitive. Both Contractor and the MCWDB must meet the requirements in Training and Employment Guidance letter (TEGL) 39-11, Guidance on the Handling and Protection of Personally Identifiable Information, located at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872.
- b. Each party shall keep all information that is exchanged between them in the strictest confidence and make sure information available to their respective employees is only on a “need-to-know” basis.
- c. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- d. Contractor agrees that information obtained under this AGREEMENT will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this AGREEMENT.
 - (1) Aggregate Summaries: All reports and/or publications developed by Contractor based on data obtained under this AGREEMENT shall contain confidential data in aggregated or statistical summary form only. “Aggregated” refers to a data output that does not allow identification of an individual or employer unit.
 - (2) Publication: Prior to publication, Contractor shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.

- (3) Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
- e. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.
 - f. Contractor shall notify the MCWDB of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (831) 759-6644 or (831) 796-6434. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets. Contractor shall cooperate with the MCWDB in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If Contractor learns of a breach in the security of the system which contains confidential data obtained under this AGREEMENT, then Contractor must provide notification to individuals pursuant to Civil Code Section 1798.82.
 - g. Contractor shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this AGREEMENT. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
 - h. At no time will confidential data obtained pursuant to this AGREEMENT be placed on a mobile computing device or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
 - i. Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in Section 1798.55 of the Civil Code, Section 502 of the Penal Code, Section 2111 of the Unemployment Insurance Code, Section 10850 of the Welfare and Institutions Code and other applicable local, State and Federal laws.
 - j. Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
 - k. Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
 - l. If the MCWDB or Contractor enters into an AGREEMENT with a third-party to provide WIOA services, the MCWDB and Contractor agree to include these data and security and confidentiality requirements in the AGREEMENT with that third-party. In no event, shall said information be disclosed to any individual outside of that third-party's authorized staff, subcontractor(s), service Contractors, or employees.
 - m. Contractor may, in its program operations, allow an individual to register for resume-distribution services at the same time the individual enrolls in the Virtual Job Center or CaJOBS. Contractor shall ensure that it and all subcontractors comply with the confidentiality requirements of this

AGREEMENT and any other terms of this AGREEMENT that may be applicable. In addition, the following requirements must be adhered to by Contractor and its subcontractors:

- (1) All customer information submitted over the Internet to Contractor and/or subcontractor(s) databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Customer's social security numbers must be stored in a separate database within Contractor and/or subcontractor(s) network of servers, and protected by a firewall and a secondary database server firewall or AES1 data encryption. If a Contractor and/or subcontractor(s) obtain confidential information, the AGREEMENT between Contractor and its subcontractor(s) must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. In accordance with Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900, social security numbers and other customer specific information shall not be retained for more than three years after a customer completes services. Contractor and/or subcontractor(s) should extend this period, only if any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three-year retention period. In this case, the records should be maintained until completion of the action and resolution of all issues arising from it, or until the close of the three-year retention period, whichever is later.
 - (2) Customer information (personal information that identifies a customer such as name and social security number) and/or demographic information of a customer (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the customer or agency is using Contractor and/or subcontractor(s) services. Customer information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in Contractor and subcontractor(s) AGREEMENT scope of services.
 - (3) Contractor must give an America's Job Center of California (Job Center) or One-Stop Career Center (One-Stop) customer the option to use the Job Center or One-Stop services, including Virtual Job Center or CalJOBS, even if he or she chooses not to use any services of Contractor and/or subcontractor(s). This option shall be prominently, clearly, and immediately communicated to the customer upon registration within the Job Center or One-Stop for the Virtual Job Center or CalJOBS. This obligation applies even if Contractor's and/or subcontractor's resume-distribution services, or any other services are offered to the customer.
 - (4) Contractor and/or subcontractor(s) must clearly disclose all of its potential and intended uses of the customer's personal and/or demographic information for the services the customer seeks and for any other services Contractor and/or subcontractor(s) offers. Contractor and/or subcontractor(s) shall not use a customer's personal and/or demographic information without the customer's prior permission. A link to Contractor and/or subcontractor(s) privacy policy shall appear prominently on the registration screens that list the potential and intended uses of the customer's personal and/or demographic information.
 - (5) When the MCWDB modifies State automated systems such as the CalJOBS or VOS systems, it shall provide reasonable notice of such changes to Contractor and/or subcontractor(s). Contractor shall be responsible to communicate such changes to its subcontractor(s) in the local area.
- n. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation.