



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A -12325

Upon motion of Supervisor Salinas, seconded by Supervisor Armenta, and carried by those members present, the Board of Supervisors hereby:

- a. Authorize the Acting Economic Development Director, on behalf of the County of Monterey, to accept \$999,847 from the State of California Employment Development Department for 25 Percent Governor's Additional Assistance Dislocated Worker funding for Manufacturing and Banking displaced workers;
- b. Authorize the Acting Economic Development Director to make modifications to and sign contracts, amendments and other related documents for these grant funds;
- c. Authorize the Acting Economic Development Director to execute Amendment No. 1 to the Professional Services Agreement (PSA), dated July 26, 2012, with Shoreline Workforce Development Services in the amount of \$359,993 for the period of August 1, 2012 to June 30, 2013;
- d. Authorize the Acting Economic Development Director to execute an Agreement, with the Office of Employment Training in the amount of \$514,019 for the period of August 1, 2012 to June 30, 2013.

PASSED AND ADOPTED on this 28th day of August 2012, by the following vote, to-wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 76 for the meeting on August 28, 2012.

Dated: September 11, 2012
File Number: A 12-161

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

AGREEMENT

Between

Monterey County Workforce Investment Board

and

Monterey County Office for Employment Training

concerning

DISLOCATED WORKER ADDITIONAL ASSISTANCE

**Governor's 25% Discretionary Dislocated Worker Additional Assistance
for Manufacturing & Banking Dislocated Workers Project**

**Services to Workforce Investment Act (WIA) Title I
Dislocated Workers**

August 1, 2012 – June 30, 2013

AGREEMENT

I. DECLARATION

This Agreement is entered into by and between the **MONTEREY COUNTY WORKFORCE INVESTMENT BOARD**, hereinafter referred to as "**WIB**", and the **MONTEREY COUNTY OFFICE FOR EMPLOYMENT TRAINING** hereinafter referred to as "**OET**".

Monterey County applied for and received "25 Percent Governor's Additional Assistance Dislocated Worker" funding (hereinafter, "25 Percent Program Funding") to expand re-employment services and training to serve up to 185 individuals due to an increase of displaced workers seeking services from the Monterey County One-Stop delivery system. The increased customer flow is driven by recent multiple layoffs, primarily from Capital One and Chiquita Fresh Express.

The purpose of this Agreement is to establish the roles and responsibilities of the WIB and OET with respect to implementation of the Monterey County portion of the Governor's 25% Discretionary Dislocated Worker Additional Assistance for Manufacturing & Banking Dislocated Workers Project, in order to serve local WIA eligible dislocated workers.

The scope of work, goals and expected performance outcomes of this Agreement are specified in Exhibit A and incorporated herein by reference.

II. BACKGROUND

OET is a division of the Monterey County Department of Social and Employment Services. OET is the primary WIA Adult and Dislocated Worker program provider in Monterey County and manages the Universal Services component of the One-Stop Career Center delivery system in partnership with CalWORKs Employment Services (CWES) and the Employment Development Department (EDD). For adults and dislocated workers needing more intensive support, OET provides eligibility, job search support, assessment, training accounts, on-the-job training ("OJT") and employment training resources, supportive services, case management and follow-up services.

The WIB oversees the One-Stop Career Center system of Monterey County. With the support of the WIB, the County of Monterey applied for and received a total allocation of \$999,847, in 25 Percent Governor's Additional Assistance Dislocated Worker Program funds to expand re-employment services and training to serve individuals due to an increase of specific recent displaced workers seeking services from the Monterey County One-Stop Career Center delivery system.

Through this Agreement WIB will support the receipt of up to Five Hundred Fourteen Thousand, Nineteen Dollars (\$514,019.00) to OET for activities to serve WIA eligible dislocated workers of the 25 Percent Program Funding as set forth below. This will augment OET's re-employment and training services to serve the targeted individuals impacted by recent mass layoffs, primarily in the banking and manufacturing industries, specifically from Chiquita Fresh Express and Capital One.

III. PRINCIPLES OF AGREEMENT

The general areas of responsibility between the parties of this Agreement and the scope of work to be provided are detailed in the attached and incorporated Exhibit A. Pursuant to Exhibit A, the parties expressly agree that OET shall be bound to comply with all the requirements of the 25 Percent Program Funding as set forth in the Scope of Services, and

that the WIB shall oversee such activities. The parties also agree to coordinate and share available resources as part of the Monterey County allocation of the Governor's 25% Discretionary Dislocated Worker Additional Assistance for Manufacturing & Banking Dislocated Workers Project. "Customers" are defined as the pool of recently dislocated workers affected by lay-offs and plant closures, who apply for the program, and are recently displaced employees from Chiquita Fresh Express and Capital One.

IV. GENERAL PROVISIONS

A. TERM

This Agreement shall commence effective August 1, 2012 and remain in full force and effective through June 30, 2013, unless sooner terminated as provided herein. WIB may terminate this Agreement by giving thirty (30) days' written notice to OET, with or without cause. If WIB terminates this Agreement for good cause, WIB may proceed to direct available funding to another provider, subject to review and approval by the Monterey County Board of Supervisors. This Agreement is contingent upon available funding, and may be renewed or renegotiated upon mutual written consent of both parties.

B. FISCAL

In consultation with the **WIB**, the Monterey County Department of Economic Development shall serve as the fiscal agent for this Agreement. **OET** will provide services under this Agreement and manage the program and service delivery to the target customer population. The **WIB** shall approve reimbursement to **OET** for services rendered as outlined in the attached and incorporated Exhibit A of this Agreement and in accordance with the budget detailed in the attached and incorporated Exhibit B. Funding available for the project term of August 1, 2012 to June 30, 2013 is \$514,019. The budget as detailed in the attached Exhibit B shall not exceed \$514,019.

Subject to receipt of funds from the State, **WIB** agrees to approve reimbursement to **OET** for expenditures authorized in the attached and incorporated Exhibit B. Financial reports and invoices are due to **WIB** staff by the 15th working day of each month and shall include all obligations, expenditures and accruals incurred during the previous month, unless otherwise specified by the **WIB**. **WIB** staff shall review and, if approved, direct payment of the certified invoice within 30 days of receiving the certified invoice. Invoices shall be submitted using the sample form attached hereto and incorporated herein as Exhibit C. The final invoice must be received no later than 20 days after the close of the term of the Agreement to receive reimbursement.

C. MEETING/COMMUNICATION

OET shall provide the specified services through established processes and in compliance with applicable local, State, and Federal regulations. **OET** shall provide a list of participants enrolled into this program, copies of training agreements for each participant, and any other generated forms or reports requested by the **WIB**. Meetings between **OET** and **WIB** staff shall be scheduled as needed, to discuss performance and other areas that affect either party to this Agreement.

At a minimum, during the term of this Agreement, **OET** will provide management reports no later than the one week prior to the meeting of the WIB Oversight Committee for the reporting month. Monthly reports will contain the following information: the number of total enrollments, the services provided, and the cost of services. These reports may be provided using **WIB** standard forms. These reports shall be submitted to the **WIB** Contract Administrators below and to the WIB's Oversight Committee, as requested.

D. CONTRACT ADMINISTRATORS

The **WIB** hereby designates Stephanie Shonley and Marleen Esquerra as its Contract Administrators for this Agreement. All matters concerning this Agreement, which are within the responsibility of the **WIB**, shall be submitted to, the **WIB** Contract Administrators.

OET hereby designates Alma McHoney and Bertha Gonzalez as its Contract Administrators for this Agreement. All matters concerning this Agreement which are within the responsibility of **OET** shall be shall be submitted to, the **OET** Contract Administrators.

Either party may change its designated Contract Administrator upon giving notice pursuant to Section VI.

V. EXHIBITS

The following exhibits are attached hereto and incorporated by reference:

- A. Scope of Services/Payment Provisions
- B. Line Item Budget
- C. Performance & Enrollment Goals
- D. Other Terms and Conditions
- E. WIA General Assurances
- F. Lobbying Certification
- G. Drug-Free Workplace Certification
- H. Debarment Certification
- I. Nondiscrimination Assurance
- J. Invoice

VI. NOTICE

Notice to the parties in connection with this Agreement shall be given personally, by email or by regular mail addressed to each of the following:

Joyce Aldrich, Interim Assistant WIB Director Monterey County WIB 168 West Alisal Street, Salinas, CA 93901 (831) 759-6644 aldrichj@co.monterey.ca.us	Barbara Verba, Branch Director Monterey County Dept. of Social & Employment Services (MCDSES) Employment Services - OET & CalWORKS Employment Services (CWES) 730 La Guardia Street, Salinas, CA 93905 (831) 796-3320 verbab@co.monterey.ca.us
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Stephanie Shonley, Management Analyst Monterey County WIB 168 West Alisal Street, Salinas, CA 93901 (831) 796-6410 shonleys@co.monterey.ca.us	Alma McHoney, Management Analyst MCDSES - Employment Services – OET 730 La Guardia Street, Salinas, CA 93905 (831) 796-3316 mchoneya@co.monterey.ca.us
Marleen Esquerra, Management Analyst Monterey County WIB 168 West Alisal Street, Salinas, CA 93901 (831) 796-6412 esquerraml@co.monterey.ca.us	Bertha Gonzalez, Management Analyst MCDSES – Employment Services – OET 730 La Guardia Street, Salinas, CA 93905 (831) 796-3302 gonzalezb@co.monterey.ca.us

Notice shall be deemed satisfied within one (1) business day if provided by personal service, by electronic transmission or by facsimile. Notice shall be deemed satisfied within three (3) business days if provided by certified mail. Either Party may change designated persons and/or address(es) by notifying the other Party in writing as to such change as WIB or OET may desire used and which new designation and/or address shall constitute as the address until further written notice.

VII. CONSTRUCTION, INTERPRETATION AND INTEGRATION OF AGREEMENT

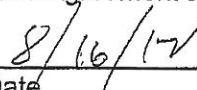
WIB and **OET** agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement. 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 and that the Agreement shall be governed by and interpreted under the laws of the State of California. This Agreement, including the exhibits, represents the entire Agreement between the **WIB** and **OET** with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the Parties as of the effective date of this Agreement, as set forth above.

VIII. NON-EXCLUSIVE AGREEMENT

This Agreement is non-exclusive, and the County expressly reserves the right to contract with other entities for the same or similar services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as indicated below.

BY 
 Elliott Robinson, Director of Social and
 Employment Services


 Date

BY 
 Gene Rogers, Interim Assistant CAO/
 Economic Development Director/ WIB Director


 Date

EXHIBIT A – SCOPE OF WORK

**Governor's 25% Discretionary Dislocated Worker Additional Assistance
for Manufacturing & Banking Dislocated Workers Project**

I. **PROJECT OVERVIEW:** Monterey County has been awarded a Governor's 25% Discretionary Dislocated Worker Additional Assistance grant that will provide core, intensive, training and supportive services to dislocated workers. Dislocated Worker customers must be laid off from companies specifically from Chiquita Fresh Express and/or Capital One.

The purpose of this project is to expand re-employment services and training to serve individuals due to an atypical increase of displaced workers seeking services from the Monterey County One-Stop delivery system. The goal of all services provided under this grant will be to meet the training placement and retention activities and to provide pre and post program exit, supportive services and case management services to achieve performance standard goals.

II. **PROJECT PERIOD:** August 1, 2012 to June 30, 2013. All participants eligible for services and assistance under this agreement shall be enrolled and completed by March 31, 2013. All enrollments must be exited by June 30, 2012.

III. **PROGRAM PERFORMANCE OBJECTIVES:** For the period of August 1, 2012 – June 30, 2013, the Office for Employment Training (hereinafter "Contractor") shall provide and meet the following enrollment and budget plan and performance standard goals:

Enrollments:	Plan:
Core & Intensive Enrollments	105
On-the-Job Training (OJT) or Individual Training Account (ITA) Enrollments	45
Supportive Services	No minimum. Provided based on customer need.

Budget:	Plan:
Staff/Operations	\$196,745
Staff Travel	\$500
Operating Expenses	\$74,674
Participant Training (set-aside)	\$225,000
Participant Supportive Services	\$17,100
Total Budget	\$514,019

Performance Standards	Goals
Entered Employment Rate – placed in unsubsidized employment	63.4%
Employment Retention Rate – Met 6-mo employment retention goal	80.0%
Average Earnings Replacement Rate	\$12,500
Total Exits from the Program (of total)	105 (100%)

IV. DUTIES AND RESPONSIBILITIES

A. THE COUNTY OF MONTEREY (hereinafter "County") AGREES TO:

Provide a portion of the funding made available through June 30, 2013 for the cost of the Governor's 25% Discretionary Dislocated Worker Additional Assistance for Manufacturing & Banking Dislocated Workers Project as specified in an amount not to exceed \$514,019, in accordance with the budget detailed in Exhibit B.

B. CONTRACTOR AGREES TO:

Provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in this Agreement.

C. ON-THE-JOB AND CUSTOMIZED TRAINING WAIVERS, POLICIES, OPERATIONAL GUIDELINES:

CONTRACTOR shall adhere to the following guidelines and policies that provide guidance and other pertinent information involved in the establishment, review and approval of an on-the-job training (OJT) contract, customized training contract and supportive services claim:

- Office for Employment Training – On-the-Job Training (OJT) Operational Guidelines July 1, 2004 - FIS 00-003
- WIB Policy #2011-05 – OJT
- WIB Policy #2011-04 – Individual Training Accounts (ITA)
- WIB Policy #2011-03 – Tiered Service Levels - Core Intensive and Training
- WIB Policy #2010-02 – WIB Definition of Adult & Dislocated Worker Eligibility Documentation & Verification
- WIB Policy #2005-05 – WIB Supportive Services Policy
- Office for Employment Training – F03 Supportive Services Policy dated as of 07.05.07

D. UNIVERSAL AND CORE SERVICES

The CONTRACTOR, in association with DSES, shall carry out services through the Monterey County One-Stop Career Center in Salinas and Seaside serving the community with Workforce Investment Act (WIA) universal services. WIA universal services include access to job listings such as those available in CalJobs and on Career Center job boards, access to the Virtual One Stop (VOS) and other self directed assessment and resume building tools, access to computers and equipment in resource rooms, and access to job seeker workshops. Services provided by the CONTRACTOR will focus upon WIA intake and orientation for participants interested in training.

The CONTRACTOR will ensure that all universal services customers, pursuing training, receive at least one core service prior to WIA enrollment. The CONTRACTOR may also access and coordinate universal career exploration services with other One Stop Career Center partners; or any other agreed upon services offered by DSES and the Employment Development Department, and will augment, not duplicate, those universal services.

E. PARTICIPANT SELECTION AND ELIGIBILITY

The CONTRACTOR will select and screen participants for WIA eligibility, and enroll selected participants into the WIA program. All interested applicants are to be reviewed for eligibility within 30 days of inquiry and are to be encouraged to access universal services to find an OJT employer if one has not already been identified. Participant selection tools used by the CONTRACTOR for applicant screening are subject to prior approval by the WIB Analyst. When a participant has already been enrolled by WIA Services, the contractor will make every effort to develop an appropriate OJT within 30 days. Participants who are screened and determined to be ineligible for WIA will receive universal services to help them find an employer for direct placement.

The CONTRACTOR will be responsible for WIA Dislocated eligibility determinations and for collecting verification documents as required by WIA regulation and instructed by the WIB Director and Contract Analyst.

F. WIA ASSESSMENT- INDIVIDUAL EMPLOYMENT PLANS (INTENSIVE SERVICE)

The CONTRACTOR will provide a comprehensive assessment for all participants selected for core, intensive and OJT training to develop an Individual Employment Plan (IEP) and job specific training plan that meets the participant's employment and training needs and interests. Assessment also provides the CONTRACTOR with another opportunity to ensure that customers are appropriate for an OJT. The CONTRACTOR may use standard web based tools available through VOS and DOL web sites or other validated employment testing and interest survey instruments such as the WorkKeys assessment. Assessment 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, Earned Income Tax Credit and Energy Assistance Services.

Using the information gathered during the comprehensive assessment phase, the CONTRACTOR will develop a mutually agreed upon IEP. Participants, who are already employed, will be provided with a Career Advancement Plan. The CONTRACTOR'S staff ensures that the participant has also been screened for basic skills, and has completed the Pre-Application and/or equivalent VOS information to ensure that adequate information about the need for supportive services and training as specified on the Employment Plan is on record.

The *Individual Employment Plan* and assessment documents on record may include the following information:

- personal information (with participants signed release)
- Interests, skills and work readiness information
- educational and employment history
- financial situation as it relates to employment goals
- short and long term employment goals
- barriers to employment / advancement and plan to mitigate barriers
- physical accommodations related to employment needs

When the comprehensive assessment indicates that the individual needs skill development or training prior to beginning job search or promotion strategy, the CONTRACTOR will coordinate with WIA Employment Services to access additional training using WIA training scholarships, if available.

G. TRAINING SERVICES

On-the-job training and individual training accounts are expected to be the priority services to help these dislocated workers become re-employed. The CONTRACTOR plans on developing a minimum of 45 on-the-job training or individual training accounts for eligible participants.

Training services will be available through our local adult schools and community colleges as well as private post-secondary training providers listed on the State of California Eligible Training Provider List (ETPL) according to customer choice and assessment.

For OJT opportunities, the CONTRACTOR will seek to identify and work closely with successful employers that offer employment opportunities including company sponsored training, benefits (health, and other), promotional opportunities, and stable employment. The CONTRACTOR will maintain and update a list of employer outreach to assist Contractor staff and participants in identifying potential on-the-job training employers. The CONTRACTOR shall follow the OJT Operational Guidelines that provides guidance and other pertinent information involved in the establishment, review and approval of an OJT contract for dislocated workers.

H. EMPLOYER OJT CONTRACTS

The CONTRACTOR will be responsible for assuring that selected employers have:

- Federal and state tax identification numbers;
- Workers' compensation insurance;
- Reasonable business history and business license;
- Identifiable job with corresponding equipment, materials and supervision to perform the training;
- Ability to commit to skill training outline;
- Ability to enhance marketable skills of OJT employee;
- Ability to support assurances of OJT contract;
- Ability to transition the OJT employee into permanent (more than six months) unsubsidized employment upon completion of training;
- Accounting system that allows for tracking of OJT employee salaries and invoicing procedures; and
- A past performance with OJT contracting (if applicable) that did not indicate serious deficiencies in their ability to train and transition participants.

The WIB approved *OJT Employer Contract* form shall be used. The Contractor will be responsible for assuring that the:

- OJT contract is well matched to the participant's occupational interest
- OJT placements are matched to the participant's required working conditions
- OJT position is matched to the participant's financial situation

- OJT training is well matched to the skills the participant needs to acquire in order to continue in on-going unsubsidized employment.

All contracts will include a job specific training plan, using the ONET occupations and related job descriptions. The Standard Vocational Preparation (SVP) code and the participant's education and work history will be used as a guide in determining the length of each participant's OJT contract.

The length of training time shall not exceed six (6) months. OJT contracts will be for full-time employment (30 hours or more per week).

Employers with whom OJT contracts are written will be reimbursed by the County, from the training account set-aside in the County's Department of Economic Development, for extraordinary costs associated with training at a rate not to exceed 50% of a participant's wages during the OJT contract period. All skill training will be provided by the employer as specified in the *OJT Employer Contract*. The County will pay the employer directly for OJT training costs (50% wage reimbursement) based on valid invoices submitted to Monterey County Department of Economic Development within fifteen (15) days after the end of each month or reporting period. Invoices will be supported by time cards, and reviewed for accuracy then certified by the CONTRACTOR. The goal is to process the employer's invoices and expedite payment within two (2) weeks of receipt of the invoice.

OJT contracts will be written with employers that have not been deficient in their conduct or participation in any U.S. Department of Labor, State of California, or Monterey County Employment and Training program. Health and safety standards established under state and federal law, otherwise applicable to working conditions of employees, shall be equally applicable to working conditions of participants. To the extent that a State Workers' Compensation law is applicable, benefits in accordance with such law shall be available with respect to injuries suffered by participants. All participants shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. For unionized employers, compliance with collective bargaining agreements will be observed and signatures of concurrence obtained.

I. CASE MANAGEMENT

The CONTRACTOR will provide case management services throughout each participant's OJT or ITA training period and during the post placement follow-up period. This may include the follow-up period of 90 days after completion and post employment or until exiting from the WIA program.

Case Management activities may include:

- Training site visits (monthly during the OJT training period)
- Employer progress evaluation of OJT (submitted with claims monthly)
- Contact with participants during crucial training, start-up and wind-down periods by telephone
- Arranging for supportive services indicated in the IEP or requested by the participant or employer.
- Arranging and coordinating additional assessment or an ITA for special skills; as appropriate.

- Facilitating participant problem resolution
- Completing all WIA Management Information Systems (MIS) documents in VOS that track the participant while enrolled in the program (until WIA program exit)

J. SUPPORTIVE SERVICES

The CONTRACTOR will arrange for supportive services during training and employment to eliminate barriers and improve retention according to the WIB's Supportive Services Policy. This may include work clothing, tools, childcare, finger printing, and transportation assistance. The need for supportive services will be documented in the IEP and revised as needed. The CONTRACTOR will track Supportive Service amounts authorized and stay within the budget allocation in accordance with the WIB Supportive Services Policy.

Staff will assess the need by determining whether or not the participant needs the support to enable him/her to fully participate in WIA, leading to goal achievement(s) and ultimately the attainment of the WIA performance goals.

K. JOB SITE MONITORING

The CONTRACTOR will visit the worksite monthly to assess training progress and monitor the validity and propriety of amounts claimed for reimbursement. Monitoring visits and all other contacts with either the participant or the employer related to training will be documented in the VOS case record. Additionally, an OJT evaluation will be completed and signed by the participant's supervisor and the participant each month. A copy of the evaluation, will be given to the employer, a second copy will be filed in the physical case file maintained by the CONTRACTOR. Claims submitted to the WIB are to be substantiated by copies of payroll and time and attendance records.

L. FOLLOW-UP AND RETENTION SERVICES

Participants, training providers and OJT employers will be surveyed and provided a customer satisfaction feedback form for their completion to rate the training services and program.

The CONTRACTOR can provide follow up services for all post OJT and direct placement participants on a monthly basis up to 90 days and/or WIA program exit. Contact can be in the form of personal or telephone contact with the participant and is to be documented in the participant's VOS record.

M. PAYMENT PROVISIONS

The County shall pay an amount not to exceed \$514,019 for the performance of all things necessary for or incidental to the performance of work as set forth in this agreement. Of this amount, this Agreement specifies that \$225,000 be retained and set-aside by the County for disbursement to employers for OJT contracts or individual training accounts for a maximum of \$5,000 per person and that \$17,100 be set-aside for supportive services for workforce needs related payments; \$196,745 shall be allocated to the CONTRACTOR for staff salaries and benefits, \$74,674 for operating expenses and \$500 for staff travel.

The CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms: See Attached Exhibit B: Budget.

Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, or payment at conclusion of the Agreement, etc.

The County may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the.

The CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

EXHIBIT B

Agreement for Additional Dislocated Workers
 DSES-OET and WIB
 08/01/12 – 06/30/13

BUDGET

Governor's 25% Discretionary Dislocated Worker Additional Assistance for Manufacturing & Banking Dislocated Workers Project		
I. Budget Detail	Planned Expenditures This Grant	Planned Expenditures Other Sources
Staff Salaries & Benefits	\$196,745	0
Staff Travel	\$500	
Operating Expenses	\$74,674	
Subtotal Contract Budget:	\$271,919	0
II. Budget Supportive Services (SS) & Training Set-Aside	Planned Expenditures This Grant	Planned Expenditures Other Sources
Supportive Services Set-aside	\$17,100	
Training OJT/ITA Set-aside	\$225,000	
Subtotal SS & Training:	\$242,100	0
Total Contract Obligation:	\$514,019	0
SB734 Leveraged OJT Employer Contribution	\$TBD	0

III. Quarterly Expenditures (cumulative)	Sep 02	Dec 02	Mar 03	Jun 03
Contract Expenditures	\$TBD	\$TBD	\$TBD	\$TBD
Supportive Services Expenditures	\$TBD	\$TBD	\$TBD	\$TBD
Training Expenditures	\$TBD	\$TBD	\$TBD	\$TBD

Using the invoicing form provided in Exhibit C to the Agreement, the maximum amount payable by the WIB under the terms of the Agreement shall not exceed \$514,019.

Up to 105 eligible dislocated workers will be enrolled in appropriate OET programs. Of these enrollments 45 are to receive training services for an estimated cost of \$5,000 per training enrollment. The maximum set-aside for supportive services is \$17,100. Based upon the Individual Employment Plan, supportive services will include, but are not limited to, transportation assistance, appropriate work attire, and training, work related tools and equipment. (Reference F03 Supportive Services Policy 07.05.07)

EXHIBIT C
MONTHLY PERFORMANCE AND ENROLLMENT GOALS
2012-13

Dislocated Worker Additional Assistance Grant Cumulative Monthly Performance and Enrollment Goals												
Service Provider: Office for Employment Training	MONTH ENDING											
	8/31/2012	9/31/2012	10/30/2012	11/31/2012	12/30/2012	1/31/2013	2/28/2013	3/31/2013	4/30/2013	5/31/2013	6/30/2013	
I. Total Enrollment in Core WIA Services	0	0	10	23	38	50	65	75	85	90	105+	
II. Total Enrollment in Intensive WIA Services	0	0	10	23	38	50	65	75	85	90	105	
C. Program Elements Intensive Services												
1) Case Management for Participants	0	0	10	23	38	50	65	75	85	90	105	
2) Comprehensive Assessment	0	0	10	23	38	50	65	75	85	90	105	
3) Development of Individual Employment Plan	0	0	10	23	38	50	65	75	85	90	105	
4) Group Counseling	0	0	3	6	9	12	15	20	35	40	45	
5) Work/Entry Employment Experience												
6) Individual Counseling and Career Planning	0	0	10	23	20	35	45	55	65	80	95	
7) Short Term Pre-Vocational Services	0	0	10	10	13	20	30	40	50	60	70	
8) Internships (Private Sector Work Experience)												
D. Total Enrollment in On-the-Job Training (OJT) or ITA's (45)	0	0	0	0	10	20	25	30	35	45	45+	
1) New Enrollments	0	0	0	0	10	20	25	30	35	45	45	
III. Total Exits (Sum of III.A.-III.B)												
A. Entered Unsubsidized Employment of Total Exits	0	0	0	0	0	0	22	40	55	75	105	
1) Entered Unsubsidized Employment Following Training	0	0	0	0	0	0	4	12	20	30	40	
B. All Other Exits	0	0	0	0	0	0	7	10	25	25	35	
IV. Total Current Enrollment (II - III)	0	0	10	23	38	50	60	55	50	30	0	

EXHIBIT D

OTHER TERMS AND CONDITIONS

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

5. ADDITIONAL PERFORMANCE STANDARDS

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

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

6. PAYMENT/REIMBURSEMENTS/ADJUSTMENTS CONDITIONS-Additional Provisions

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

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

6.10. STAFF SALARY LIMITATIONS

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

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

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

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

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

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

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

7. ADDITIONAL TERMINATION CONDITIONS

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

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

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

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

10. **RECORDS AND CONFIDENTIALITY – Additional Provisions**

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

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

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

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

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

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

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

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

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

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

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

13. ADDITIONAL INDEPENDENT CONTRACTOR CONDITIONS

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

14. ADDITIONAL NOTICE CONDITIONS

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

15. ADDITIONAL GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

EXHIBIT E

GENERAL ASSURANCES AND CERTIFICATIONS WORKFORCE INVESTMENT ACT (WIA)

GENERAL ASSURANCES

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

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

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

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

EXHIBIT F

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Applicant (Name of Authorized Representative)

Elliott Robinson

Director

Title of Authorized Representative



Signature of Authorized Representative

8/13/12

Date

EXHIBIT G

DRUG-FREE WORKPLACE CERTIFICATION

COMPANY/ORGANIZATION NAME: Office of Employment and Training (OET)

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

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

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

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

CERTIFICATION

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

OFFICIAL'S NAME: (print)

Elliott Robinson

OFFICIAL'S TITLE:

Director

DATE EXECUTED:

8/13/12

EXECUTED IN THE COUNTY OF MONTEREY

CONTRACTOR SIGNATURE:

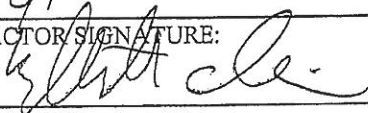


EXHIBIT H

CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

Elliott Robinson
Applicant (Name of Authorized Representative)

Director
Title of Authorized Representative


Signature of Authorized Representative

8/13/12
Date

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

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

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

EXHIBIT I

NONDISCRIMINATION ASSURANCE

During the performance of this Agreement CONTRACTOR agrees as follows:

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

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

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

Elliott Robinson

Applicant (Name of Authorized Representative)

Director

Title of Authorized Representative

Elliott Robinson

Signature of Authorized Representative

8/13/12
Date

EXHIBIT J

Agreement for Additional Dislocated Workers
DSES-OET and WIB
08/01/12 – 06/30/13

SAMPLE INVOICE
(Request for inter-department funds transfer)

TO: Monterey County Workforce Investment Board

FROM: Monterey County Office for Employment Training

Please make the following fund transfer the Monterey County Office for Employment Training:

Period of Service: _____

Governor's 25% Discretionary Dislocated Worker Additional Assistance for Manufacturing & Banking Dislocated Workers Project		
I. Budget Detail	Planned Expenditures This Grant	Planned Expenditures Other Sources
Staff Salaries & Benefits	\$196,745	0
Staff Travel	\$500	
Operating Expenses	\$74,674	
Subtotal Contract Budget:	\$271,919	0
II. Budget Supportive Services (SS) & Training Set-Aside	Planned Expenditures This Grant	Planned Expenditures Other Sources
Supportive Services Set-aside	\$17,100	
Training OJT/ITA Set-aside	\$225,000	
Subtotal SS & Training:	\$242,100	0
Total Contract Obligation:	\$514,019	0
SB734 Leveraged OJT Employer Contribution	\$TBD	0

III. Quarterly Invoice Summary:	Sep 02	Dec 02	Mar 03	Jun 03 Ending Balance
Contract Expenditures	\$TBD	\$TBD	\$TBD	\$TBD
Supportive Services Expenditures	\$TBD	\$TBD	\$TBD	\$TBD
Training Expenditures	\$TBD	\$TBD	\$TBD	\$TBD

I certify that the expenses are accurate and documentation detail is on file, and that the services were provided in accordance with the MOU between WIB and OET and as described in Exhibit A.

Name Title Date

The cost will be applied to the WIB budget as appropriate.
WIB Analyst Approval: _____

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
COUNTY OF MONTEREY
AND
GOODWILL INDUSTRIES**

THIS AMENDMENT NO. 1 to the Professional Services Agreement (“Agreement”) dated June 26, 2012, is made and entered into by and between Goodwill Industries of Santa Cruz, Monterey and San Luis Obispo, a California Nonprofit Corporation, dba Shoreline Workforce Development Services, hereinafter referred to as “Contractor”, and the County of Monterey, hereinafter referred to as “County.” For purposes of reference, the date of this Amendment No. 1 is August 28, 2012.

WHEREAS, the County and Contractor have heretofore entered into an Agreement dated June 26, 2012 with a term to expire June 30, 2013, to provide core, intensive, training and supportive services to Workforce Investment Act (WIA) Title I eligible adults for a total contract cost not to exceed \$359,993; and

WHEREAS, the original Agreement was based on the parties’ expectation that the WIA contract would be completed in one year and provide workforce services to WIA eligible adults; and

WHEREAS, after the execution of the WIA contract, the County received notice that it had received a grant award in the amount of \$999,847 from the State of California Employment Development Department for ‘25 Percent Governor’s Additional Assistance Dislocated Worker’ funding for specific Manufacturing and Banking displaced workers. This grant award included a provision for services for an additional 80 affected workers, core and intensive training and 35 participants, on-the-job training and individual training accounts, with completion of the program grant during the time period of August 1, 2012 to June 30, 2013; and

WHEREAS, the parties desire to amend the Agreement to include services for these Additional Dislocated Workers pursuant to the terms of the grant and increase payment to Contractor by \$359,993 for a new total contract amount not to exceed \$654,833 for payment to the Contractor for all services provided under the amended Agreement;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and in Agreement dated June 26, 2012, the parties agree as follows:

- A. Paragraph 2 of the Agreement is struck, amended, and replaced in its entirety and amended to read:
“2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of **\$654,833.** **Performance by CONTRACTOR pursuant to the Scope of Work attached hereto as Exhibit A shall not exceed \$359,993, and shall be in accordance**

with the Line Item Budget set forth in Exhibit B. Performance by CONTRACTOR pursuant to the Scope of Work attached as Exhibit A-1 shall not exceed \$359,993, and shall be in accordance with the Line Item Budget set forth in Exhibit B-1.”

B. Paragraph 4 of the Agreement is struck, amended and replaced in its entirety to read as follows:

“ADDITIONAL PROVISIONS/EXHIBITS. The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit A-1 Scope of Services/Payment Provisions for Additional Dislocated Workers

Exhibit B Line Item Budget

Exhibit B-1 Line Item budget for Additional Dislocated Workers

Exhibit C Performance & Enrollment Goals

Exhibit C-1 Performance & Enrollment Goals for Additional Dislocated Workers

Exhibit D Other Terms and Conditions

Exhibit E WIA General Assurances

Exhibit F Lobbying Certification

Exhibit G Drug Free Workplace Certification

Exhibit H Debarment Certification

Exhibit I Nondiscrimination Assurance

C. Paragraph 14, Notices shall amend and replace the name and phone number of the County’s contact to read as follows; “Economic Development Director” and “831- [796-6434]”.

D. Exhibit A-1, B1, and C-1, as attached to this Amendment No. 1 shall be incorporated into the Agreement.

E. Except as herein stated all terms, provisions and exhibits of original Agreement are to remain in full force and effect.

F. A copy of this Amendment No. 1 shall be attached to Professional Services Agreement dated June 26, 2012.

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IN WITNESS WHEREOF, the parties hereby execute this Amendment No. 1 to Professional Services Agreement dated June 26, 2012, as of the day and year last written below:

**COUNTY OF MONTEREY
BOARD OF SUPERVISORS**

By: _____

Print Name

Date: _____

APPROVED AS TO FORM:

By: 
Senior Deputy County Counsel

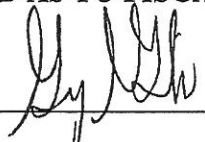
Date: 8-14-12

APPROVED AS TO LIABILITY PROVISIONS:

By: _____
Risk Management

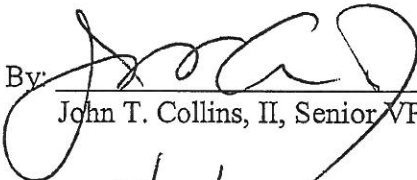
Date: _____

APPROVED AS TO FISCAL PROVISIONS:


By:  _____

Date: 8-14-12

GOODWILL INDUSTRIES

By: 
John T. Collins, II, Senior VP

Date: 8/9/12

By: 
Nicholas Andrews, Director of Finance

Date: 8/9/12

EXHIBIT A-1 – SCOPE OF WORK

**Governor's 25% Discretionary Dislocated Worker Additional Assistance
for Manufacturing & Banking Dislocated Workers Project**

- I. **PROJECT OVERVIEW:** Monterey County has been awarded a Governor's 25% Discretionary Dislocated Worker Additional Assistance grant that will provide core, intensive, training and supportive services to dislocated workers. Dislocated Worker customers must be laid off from companies specifically from Chiquita Fresh Express and/or Capital One.

The purpose of this project is to expand re-employment services and training to serve individuals due to an atypical increase of displaced workers seeking services from the Monterey County One-Stop delivery system. The goal of all services provided under this grant will be to meet the training placement and retention activities and to provide pre and post program exit, supportive services and case management services to achieve performance standard goals.

- II. **PROJECT PERIOD:** August 1, 2012 to June 30, 2013. All participants eligible for services and assistance under this agreement shall be enrolled and completed by March 31, 2013. All enrollments must be exited by June 30, 2012.

- III. **PROGRAM PERFORMANCE OBJECTIVES:** For the period of August 1, 2012 – June 30, 2013, Shoreline Workforce Development Services (hereinafter "Contractor") shall provide and meet the following enrollment and budget plan and performance standard goals:

Enrollments:	Plan:
Core and Intensive Registered Enrollments	80
On-the-Job Training (OJT) or Individual Training Account (ITA) Enrollments	35
Supportive Services	No minimum. Provided based on customer need.

Budget:	Plan:
Staff/Operations	\$0
Staff Travel	\$500
Operating Expenses	\$21,950
Contractual Services	\$149,643
Participant Training (set-aside)	\$175,000
Participant Supportive Services	\$12,900
Total Budget	\$359,993

Performance Standards	Goals
Entered Employment Rate – placed in unsubsidized employment	63.4%
Employment Retention Rate – Met 6-mo employment retention goal	80.0%
Average Earnings Replacement Rate	\$12,500
Total Exits from the Program (of total)	80 (100%)

IV. DUTIES AND RESPONSIBILITIES:

A. THE COUNTY OF MONTEREY (hereinafter “County”) AGREES TO:

Provide a portion of the funding made available through June 30, 2013 for the cost of the Governor’s 25% Discretionary Dislocated Worker Additional Assistance for Manufacturing & Banking Dislocated Workers Project as specified in an amount not to exceed \$359,993, in accordance with the budget detailed in Exhibit B-1.

B. CONTRACTOR AGREES TO:

Provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in this Contract Amendment.

C. ON-THE-JOB AND CUSTOMIZED TRAINING WAIVERS, POLICIES, OPERATIONAL GUIDELINES:

CONTRACTOR shall adhere to the following guidelines and policies that provide guidance and other pertinent information involved in the establishment, review and approval of an on-the-job training (OJT) contract, customized training contract and supportive services claim:

- WIB Policy #2011-05 – On-the-Job Training (OJT)
- WIB Policy #2011-04 – Individual Training Accounts (ITA)
- WIB Policy #2011-03 – Tiered Service Levels - Core Intensive and Training
- WIB Policy #2010-02 – WIB Definition of Adult & Dislocated Worker Eligibility Documentation & Verification
- WIB Policy #2005-05 – WIB Supportive Services Policy

D. UNIVERSAL AND CORE SERVICES

The CONTRACTOR operates the Shoreline Neighborhood Career Center, a career center in Salinas and Marina serving the community with WIA universal services. WIA universal services to include access to job listings such as those available in CalJobs, USWorks and on Career Center job boards, access to VOS and other self directed assessment and resume building tools, access to computers and equipment in resource rooms, and access to job seeker workshops provided by WIB partners. Services provided by the contractor will focus upon WIA intake and orientation for participants interested in OJT training.

The CONTRACTOR will insure that all universal services participants pursuing an OJT receive at least one core service prior to WIA enrollment. Contractor may also access and coordinate universal career exploration services with other One Stop Career Centers; or any other agreed upon services offered by and requested by the Workforce Investment Board, and will augment, not duplicate, those universal services.

E. PARTICIPANT SELECTION AND ELIGIBILITY

The CONTRACTOR will select and screen participants for WIA eligibility, and enroll selected participants into the WIA program. All interested applicants are to be reviewed for eligibility within 30 days of inquiry and are to be encouraged to access universal services to find an OJT employer if one has not already been identified. Participant selection tools used by the CONTRACTOR for applicant screening are subject to prior approval by the WIB Analyst. When a participant has already been enrolled by WIA Services, the contractor will make every effort to develop an appropriate OJT within 30 days. Participants who are screened and determined to be ineligible for WIA will receive universal services to help them find an employer for direct placement.

The CONTRACTOR will be responsible for *WIA Dislocated* eligibility determinations and for collecting verification documents as required by WIA regulation and instructed by the WIB Director and Contract Analyst.

F. WIA ASSESSMENT- INDIVIDUAL EMPLOYMENT PLANS (INTENSIVE SERVICE)

The CONTRACTOR will provide a comprehensive assessment for all participants selected for core, intensive and OJT training to develop an Individual Employment Plan (IEP) and job specific training plan that meets the participant's employment and training needs and interests. Assessment also provides the CONTRACTOR with another opportunity to ensure that customers are appropriate for an OJT. The CONTRACTOR may use standard web based tools available through VOS and DOL web sites or other validated employment testing and interest survey instruments such as the WorkKeys assessment. Assessment 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, Earned Income Tax Credit and Energy Assistance Services.

Using the information gathered during the comprehensive assessment phase, the CONTRACTOR will develop a mutually agreed upon IEP. Participants, who are already employed, will be provided with a Career Advancement Plan. The CONTRACTOR'S staff ensures that the participant has also been screened for basic skills, and has completed the Pre-Application and/or equivalent VOS information to ensure that adequate information about the need for supportive services and training as specified on the Employment Plan is on record.

The *Individual Employment Plan* and assessment documents on record may include the following information:

- personal information (with participants signed release)
- Interests, skills and work readiness information
- educational and employment history
- financial situation as it relates to employment goals
- short and long term employment goals

EXHIBIT A-1 – SCOPE OF WORK

- barriers to employment / advancement and plan to mitigate barriers
- physical accommodations related to employment needs

When the comprehensive assessment indicates that the individual needs skill development or training prior to beginning job search or promotion strategy, the CONTRACTOR will coordinate with WIA Employment Services to access additional training using WIA training scholarships, if available.

G. TRAINING SERVICES

On-the-job training and individual training accounts are expected to be the priority services to help these dislocated workers become re-employed. The CONTRACTOR plans on developing a minimum of 35 on-the-job training or individual training accounts for eligible participants.

Training services will be available through our local adult schools and community colleges as well as private post-secondary training providers listed on the State of California Eligible Training Provider List (ETPL) according to customer choice and assessment.

For OJT opportunities, the CONTRACTOR will seek to identify and work closely with successful employers that offer employment opportunities including company sponsored training, benefits (health, and other), promotional opportunities, and stable employment. Contractor will maintain and update a list of employer outreach to assist Contractor staff and participants in identifying potential on-the-job training employers. The CONTRACTOR shall follow the OJT Operational Guidelines that provides guidance and other pertinent information involved in the establishment, review and approval of an OJT contract for dislocated workers.

H. EMPLOYER CONTRACTS

The CONTRACTOR will be responsible for assuring that selected employers have:

- Federal and state tax identification numbers;
- Workers' compensation insurance;
- Reasonable business history and business license;
- Identifiable job with corresponding equipment, materials and supervision to perform the training;
- Ability to commit to skill training outline;
- Ability to enhance marketable skills of OJT employee;
- Ability to support assurances of OJT contract;
- Ability to transition the OJT employee into permanent (more than six months) unsubsidized employment upon completion of training;
- Accounting system that allows for tracking of OJT employee salaries and invoicing procedures; and
- A past performance with OJT contracting (if applicable) that did not indicate serious deficiencies in their ability to train and transition participants.

The WIB approved *OJT Employer Contract* form shall be used. The Contractor will be responsible for assuring that the:

EXHIBIT A-1 – SCOPE OF WORK

- OJT contract is well matched to the participant's occupational interest
- OJT placements are matched to the participant's required working conditions
- OJT position is matched to the participant's financial situation
- OJT training is well matched to the skills the participant needs to acquire in order to continue in on-going unsubsidized employment.

All contracts will include a job specific training plan, using the ONET occupations and related job descriptions. The Standard Vocational Preparation (SVP) code and the participant's education and work history will be used as a guide in determining the length of each participant's OJT contract.

The length of training time shall not exceed three six (6) months. OJT contracts will be for full-time employment (30 hours or more per week).

Employers with whom OJT contracts are written will be reimbursed by the County, from the training account set-aside in the County's Department of Economic Development, for extraordinary costs associated with training at a rate not to exceed 50% of a participant's wages during the OJT contract period. All skill training will be provided by the employer as specified in the *OJT Employer Contract*. The County will pay the employer directly for OJT training costs (50% wage reimbursement) based on valid invoices submitted to Monterey County Department of Economic Development within fifteen (15) days after the end of each month or reporting period. Invoices will be supported by time cards, and reviewed for accuracy then certified by the CONTRACTOR. The goal is to process the employer's invoices and expedite payment within two (2) weeks of receipt of the invoice.

OJT contracts will be written with employers that have not been seriously deficient in their conduct or participation in any U.S. Department of Labor program or State of California Employment and Training program. Health and safety standards established under state and federal law, otherwise applicable to working conditions of employees, shall be equally applicable to working conditions of participants. To the extent that a State Workers' Compensation law is applicable, benefits in accordance with such law shall be available with respect to injuries suffered by participants. All participants shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. For unionized employers, compliance with collective bargaining agreements will be observed and signatures of concurrence obtained.

I. CASE MANAGEMENT

The CONTRACTOR will provide case management services throughout each participant's OJT training period and post placement follow up period. This may include the follow-up period of 90 days after OJT completion and post employment or until exiting from the WIA program.

Case Management activities may include:

- Training site visits (monthly during the OJT training period)
- Employer progress evaluation of OJT (submitted with claims monthly)

EXHIBIT A-1 – SCOPE OF WORK

- Contact with participants during crucial training, start-up and wind-down periods by telephone
- Arranging for supportive services indicated in the Employment Plan or requested by the participant or employer. Arranging and coordinating with WIA Employment Services for additional assessment or an Individual Training Account (ITA) for special skills, as appropriate and as available
- Facilitating participant problem resolution
- Completing all WIA MIS documents on VOS that track the participant while enrolled in the program (until WIA program exit)

J. SUPPORTIVE SERVICES

The CONTRACTOR will arrange for supportive services during training and employment to eliminate barriers and improve retention according to the WIB's Supportive Service Policy. This may include work clothing, tools, childcare, finger printing, and transportation assistance. The need for supportive services will be documented in the Employment Plan or Career Advancement Plan and revised as needed. The CONTRACTOR will track Supportive Service amounts authorized and stay within budget allocation and the WIB Supportive Service Policy.

Staff will assess the need by determining whether or not the participant needs the support to enable him/her to fully participate in WIA, leading to goal achievement(s) and ultimately the attainment of the WIA performance goals.

K. JOB SITE MONITORING

The CONTRACTOR will visit the worksite monthly to assess training progress and monitor the validity and propriety of amounts claimed for reimbursement. Monitoring visits and all other contacts with either the participant or the employer related to training will be documented in the VOS case record. Additionally, an OJT Monthly Progress Report will be completed and signed by the participant's supervisor and the participant each month. A copy of the Progress Report, will be given to the employer, a second copy will be filed in the physical case file maintained by the CONTRACTOR. Claims submitted to the County are to be substantiated by copies of payroll and time and attendance records.

L. FOLLOW-UP AND RETENTION SERVICES

Participants, training providers and OJT employers will be surveyed and provided a customer satisfaction feedback form for their completion to rate the training services and program.

The CONTRACTOR can provide follow up services for all post OJT and direct placement participants on a monthly basis up to 90 days and/or WIA program exit. Contact can be in the form of personal or telephone contact with the participant and is to be documented in the participant's VOS record.

M. PAYMENT PROVISIONS

EXHIBIT A-1 – SCOPE OF WORK

The County shall pay an amount not to exceed \$359,993 for the performance of all things necessary for or incidental to the performance of work as set forth in this agreement. Of this amount, this Contract Amendment specifies that \$175,000 be retained and set-aside by the County for disbursement to employers for OJT contracts or individual training accounts for a maximum of \$5,000 per person and that \$12,900 be set-aside for supportive services for workforce needs related payments; \$149,643 shall be allocated to the CONTRACTOR for Contractual Services (staff salaries & benefits), \$21,950 for operating expenses and \$500 for staff travel.

The CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms: See Attached Exhibit B-1: Budget

Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, or payment at conclusion of the Agreement, etc.

The County may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the WIB.

The CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

EXHIBIT B-1
LINE ITEM BUDGET
2012-13

MONTEREY COUNTY
WORKFORCE INVESTMENT BOARD

AGENCY: Shoreline Workforce Development Services
Dislocated Worker Additional Assistance Project

Effective Date: August 1, 2012

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

ITEMIZED BUDGET CATEGORIES

	a200.0.15 CORE SERVICE	a200.0.04 INTENSIVE	TOTAL BUDGET	Quarterly Plan			
				9/30/11	12/31/11	3/31/12	6/30/12
8500 STAFF SALARIES AND BENEFITS	\$ 74,822	\$ 74,822	\$ 149,643.00	\$ 37,410.75	\$ 74,821.50	\$ 112,232.25	\$ 149,643.00
8500 SERVICES AND SUPPLIES							
8500 Building Rent							
8500 Building Maintenance and Repair							
8500 Janitorial	\$ 1,000	\$ 1,000	\$ 2,000.00	\$ 500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
8500 Utilities	\$ 2,714	\$ 2,714	\$ 5,427.00	\$ 1,356.75	\$ 2,713.50	\$ 4,070.25	\$ 5,427.00
8500 Postage and Shipping	\$ 50	\$ 50	\$ 100.00	\$ 25.00	\$ 50.00	\$ 75.00	\$ 100.00
8500 Office Supplies	\$ 1,000	\$ 1,000	\$ 2,000.00	\$ 500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
8500 Computers/Hardware/Peripherals							
8500 Equipment Maintenance							
8500 Equipment Lease/Rental							
8500 Communications/Internet	\$ 2,000	\$ 2,000	\$ 4,000.00	\$ 1,000.00	\$ 2,000.00	\$ 3,000.00	\$ 4,000.00
8500 Insurance	\$ 500	\$ 500	\$ 1,000.00	\$ 250.00	\$ 500.00	\$ 750.00	\$ 1,000.00
8500 Employee Travel	\$ 2,712	\$ 2,712	\$ 5,423.00	\$ 1,355.75	\$ 2,711.50	\$ 4,067.25	\$ 5,423.00
8500 Employee Training	\$ 750	\$ 750	\$ 1,500.00	\$ 375.00	\$ 750.00	\$ 1,125.00	\$ 1,500.00
8500 Outreach/Printing	\$ 500	\$ 500	\$ 1,000.00	\$ 250.00	\$ 500.00	\$ 750.00	\$ 1,000.00
8500 Other Professional Services-Audit							
8500 TOTAL SERVICES AND SUPPLIES	\$ 11,225	\$ 11,225	\$ 22,450.00	\$ 5,612.50	\$ 11,225.00	\$ 16,837.50	\$ 22,450.00

CENTRAL OPERATING EXPENSE (INDIRECT)							
PROFIT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Core Budget	\$ 86,046.50	\$ 86,046.50					
Total Intensive Budget		\$ 86,046.50					
TOTAL SUPPORTIVE SERVICES			\$ 12,900.00	\$ 3,225.00	\$ 6,450.00	\$ 9,675.00	\$ 12,900.00
TOTAL CONTRACT BUDGET			\$ 184,993.00	\$ 46,248.25	\$ 92,496.50	\$ 138,744.75	\$ 184,993.00

TRAINING POOLED SET-ASIDE			\$ 175,000.00	\$ 43,750.00	\$ 87,500.00	\$ 131,250.00	\$ 175,000.00
TOTAL CONTRACT BUDGET OBLIGATION			\$ 359,993.00	\$ 89,998.25	\$ 179,996.50	\$ 269,994.75	\$ 359,993.00

Dislocated Worker Additional Assistance Grant												
Cumulative Monthly Performance and Enrollment Goals												
Service Provider: Shoreline Workforce Development Services												
MONTH ENDING												
	8/31/2012	9/31/2012	10/30/2012	11/31/2012	12/30/2012	1/31/2013	2/28/2013	3/31/2013	4/30/2013	5/31/2013	6/30/2013	
I. Total Enrollment in Core WIA Services	0	0	5	15	20	35	45	55	65	70	80+	
II. Total Enrollment in Intensive WIA Services	0	0	5	15	20	35	45	55	65	70	80	
C. Program Elements Intensive Services												
1) Case Management for Participants	0	0	5	15	20	35	45	55	65	70	80	
2) Comprehensive Assessment	0	0	5	10	13	35	45	55	65	70	80	
3) Development of Individual Employment Plan	0	0	3	10	20	30	40	50	60	65	80	
4) Group Counseling	0	0	3	6	9	12	15	20	25	30	35	
5) Work/Entry Employment Experience												
6) Individual Counseling and Career Planning	0	0	5	15	20	35	45	55	65	70	75	
7) Short Term Pre-Vocational Services	0	0	3	10	13	20	22	30	40	50	55	
8) Internships (Private Sector Work Experience)												
D. Total Enrollment in On-the-Job Training (OJT) or ITA's (45)	0	0	0	0	6	13	14	20	25	35	35+	
1) New Enrollments	0	0	0	3	6	13	14	20	25	35	35	
III. Total Exits (Sum of III.A.+III.B)												
A. Entered Unsubsidized Employment of Total Exits	0	0	0	0	0	0	5	10	25	50	80	
1) Entered Unsubsidized Employment Following Training	0	0	0	0	0	0	3	9	20	45	55	
B. All Other Exits	0	0	0	0	0	0	2	4	18	20	30	
IV. Total Current Enrollment (II - III)	0	0	5	15	20	35	40	45	40	20	0	

