

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

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

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

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:
Provide services to court involved youth ages 16-21.

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 \$ 230,080.

3. **TERM OF AGREEMENT.** The term of this Agreement is from July 1, 2010 to June 30, 2011, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

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

Exhibit A Scope of Services/Payment Provisions

Exhibit B Line Item Budget	Exhibit F Lobbying Certification
Exhibit C Performance & Enrollment Goals	Exhibit G Drug-Free Workplace Certification
Exhibit D Other Terms and Conditions	Exhibit H Debarment Certification
Exhibit E WIA General Assurances	Exhibit I Nondiscrimination Assurance

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

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

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice; either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

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

7. TERMINATION.

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

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

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

9.0 INSURANCE.

9.01 Evidence of Coverage:

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

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

9.02 Qualifying Insurers:

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

9.03 Insurance Coverage Requirements:

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

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

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

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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

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

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

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

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

9.04 Other Insurance Requirements.

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

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

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

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

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

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations, which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.
13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.
14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Loyanne Flinn, Acting WIB Executive Director	J. Jeff Fly, CEO
Name and Title	Name and Title
Monterey County Workforce Investment Board (WIB) 730 La Guardia Street Salinas, CA 93905	P.O. Box 7447 Visalia, CA 93920
Address	Address
(831) 759-6644	Phone (559) 732-8086 / Fax (559) 627-2376
Phone	Phone

15. MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

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

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Purchasing Manager

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: _____
County Counsel *Deputy*

Date: _____
7-7-10

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

Date: _____
6/22/2010 7-7-10

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

Turning Point of Central California, Inc.
Contractor's Business Name*

By: _____
J. Jeff Fly
(Signature of Chair, President, or Vice-President)*

By: _____
J. Jeff Fly
Name and Title

Date: _____
6-21-10

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

By: _____
Name and Title

Date: _____
6-21-10

County Board of Supervisors' Agreement Number: _____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

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

EXHIBIT A
SCOPE OF SERVICES/PAYMENT PROVISIONS

1. PROGRAM DESIGN NARRATIVE

Turning Point of Central California, Inc. (Turning Point) will execute a comprehensive Employment Program specifically designed for court-involved and at risk youth in Monterey County who are 16 to 21 years of age, with barriers to education and employment. Under special circumstances youth 16 years of age will be enrolled if they are participating in an educational program, which focuses on graduation and would benefit from additional support and services.

Turning Point believes that youth who are court-involved, or at risk of court involvement, need assistance and encouragement to cope with their immediate challenges, and take the steps necessary to a brighter future. We are committed to helping young people with barriers, preparing them for employment, improving educational achievement, providing supportive services, and developing their potential as citizens and leaders.

The Agency will deliver training and employment services for youth, within a broad-spectrum service delivery system that will address the full range of the target population's needs. Turning Point will develop and contract with receptive employers to offer youth paid work experiences. Turning Point will be the lead agency responsible for management, coordination and oversight of a complete program that will make extensive use of collaborative partnerships to provide a variety of services and streamline services through the One-Stop delivery system.

The majority of the youth will be Silver Star participants. Turning Point is currently a key partner in the Silver Star Youth Program in Salinas, California, where court-involved youth are being helped to transform their lives. The continuum of services available through the Silver Star Youth Program include: comprehensive risk assessment and screening, multi-disciplinary assessment, social and health related support services, day school, leadership development activities, recreation, job training, placement and follow-up services, access to vocational training, and referral to and coordination with community based services and programs.

The Silver Star programs work collaboratively and use an individualized, youth-oriented, and family-focused approach to working with young people and their families. All Participants are provided with enhanced Case Management to facilitate their access to a continuum of services, including treatment, education, and individual and family support services.

To implement the Workforce Investment Act Title I Youth Services program, Turning Point will draw on 32 years of experience in successful Employment Programs for the court-involved population. Our mission is to reach an underserved population and provide effective services to break the cycle of poverty and crime that deteriorates the lives of young people and their families, and our community as a whole.

Youth not enrolled in Silver Star will be participants of collaborative services such as Adult Schools and Vocational Training entities or out-of-school and recruited through partnership agencies and other outreach methods. The youth will be provided the full array of Youth services as identified in the nine elements. The services will be provided at the Silver Star Program, schools, community based agencies and other partner programs. All youth will benefit from Work Experience and require intensive unsubsidized employment and job retention services. Enhanced Case Management and Leadership Development will be integral with the youth also and will focus on strong community linkages for a continuum of participant services and personal development.

2. AVAILABILITY OF PROGRAM ELEMENTS:

Program services will be made available to youth who are: 16 to 21 years of age (age 16 in special circumstances); in school or out of school; residents of Monterey County; from low-income families; have educational barriers; court-involved or at-risk, with one or more WIA-eligibility defined barriers.

Services will be made available at the Silver Star Youth Program in Salinas, as well as at:

Turning Point Employment Office; One-Stop Centers; work experience sites; collaborative and partnering agency sites; facilities available through community-based organizations; and Monterey County Probation Department Youth Center.

For Participants with physical disabilities or other barriers to participating at our facility, Turning Point will coordinate service delivery with partnering agencies. Turning Point is able to accommodate special-needs youth, including those with most physical, psychiatric, and/or developmental disabilities.

Youth Population Employment Barriers and Resolutions:

Turning Point will enroll program Participants residing in Monterey County eligible for WIA Title I Youth Services. The Agency will target a population with substantial barriers to employment, including those identified in WIA legislation. Such barriers will be similar to those faced by Turning Point's current Youth Employment Program Participants. These include: currently under court supervision; expelled from school; chronically truant; home environment issues; parents chronically

under- or unemployed; parents who are non-English-speaking or lacking citizenship; single parents; incarcerated family member; drug addicted parents or family members; parenting teens; lacking work history/skills; current or past gang affiliation; obviously gang-related tattoos; drug and alcohol dependency issues; and special education needs.

Turning Point Youth Employment Program will serve the hardest to serve individuals. Specific recruitment with previously established partner agencies will be conducted to achieve the WIB Youth Service Strategy Goals as follows: HOMELESS – Department of Social Services, Probation, and Unity Care; OUT-OF-SCHOOL – Truancy Officer; OFFENDERS – Probation Department; DISABILITIES – Monterey County Behavioral Health; TANF – Department of Social Services; and FOSTER CARE – Department of Social Services and Probation.

Collaborations with Monterey County Adult Schools, Mission Trails Regional Occupational Program and a full array of Community Based Organizations will also target the above specific groups of individuals with significant barriers to employment. An internal self-audit tool will be utilized for monthly tracking of enrollments adjusting recruitment as necessary to achieve the youth service goals. Documentation of outreach and recruitment will be kept in support of efforts to meet the WIB service strategy goals and for self-analysis of Turning Points' policy plan.

Turning Point will track the geographic areas of enrolled participants to ensure that all geographic areas are being effectively served. Specific recruitment efforts will target underutilized areas.

Strategy for Serving Youth with Barriers:

Turning Point is currently serving youth from the hard to serve groups and will continue to target the offender and at-risk population. In addition to the current target population Turning Point will serve youth with additional barriers as designated in the WIB Policy #2005-4. An internal policy plan has been developed to guide outreach and recruitment to assure that the target population goals are met. Strong community linkages are in place to support enrollment and service delivery such as: Department of Social Services; Probation; Unity Care; Truancy Officer; Monterey County Behavioral Health.

In assisting youth with barriers Turning Point will take into account history and socio-economic factors that have placed them at risk such as: poverty; ethnic and language barriers; immigration; the stigma of past mistakes; unstable home environments; lack of mentorship; displacement and rejection; involvement in gangs. Bilingual, bicultural staff members provide services to Spanish-speaking program Participants. Our clients will enter, most of them for the first time, an environment of respect, encouragement, honesty and caring, a place where they can learn and practice skills that will serve them for a lifetime. The Agency will: Provide intense support at the commencement of services, gradually assisting the Participant to find his or her own place in the program and gain confidence. Build trust by "saying what we do and doing what we say." Maintain a friendly, respectful and positive environment that teaches and models pro-social/interpersonal skills. Serve as mentor and model good work habits. Integrate life skills training in every activity by teaching decision-making skills, self-discipline, initiative, how to cope with hostility and aggression, and developing self-esteem. Recognize the good in the young Participants, and assist them to see the good in themselves. Enhance support for the young person's growth by working with the entire family whenever possible. Recognize and address the doubt and confusion that frequently undermine family support. Assist Participants to take responsibility for their actions. Provide appropriate services and referrals to address the basic presenting needs as quickly as possible. Collaborate with community gang specialists in staff education and youth program services. Provide services packaged flexibly, creatively and attractively to communicate authentically with young people. Work closely with the Participant's parole/probation officer, counselor, teacher, etc. in providing seamless services and support.

3. COLLABORATION / SERVICES INTEGRATION

Turning Point Program Participants will have access and/or referral to a variety of services to augment and support their Employment Program activities, available through the comprehensive service delivery system of the Youth Program and collaboratives.

For additional training and support needs of Participants, Turning Point has linkages with established partner organizations and service providers to coordinate a complete range of services for the Title I Youth Program. Turning Point has built strong partnerships with government and non-profit agency resources, with which we both receive and deliver services. Included in these resources are:

Alcoholic's Anonymous
Behavioral Health
CA. Dept. of Corrections and
Rehab.
Center for Employment Training
CHISPA
Clinica de Salud del Valle de
Salinas

Community Human Services
County Sheriff's Department
Department of Social &
Employment Services
Door to Hope
Dorothy's Place
Employment Development
Department

Food Bank of Monterey County
Freedom Reins
Genesis House
Griefbusters
Housing Authority
John XXIII AIDS Ministry
Monterey County Office for
Employment Training

Narcotics Anonymous
Natividad Medical Center
Office of Education
Partners for Peace
Planned Parenthood
Police Activities League (PAL)
Probation Department
Project Literacy
U.S. Immigration &
Naturalization Service
Rancho Cielo

Rape Crisis Center
Salvation Army
Arbor Career Center
Second Chance
Boys & Girls Club
Shelter Plus
Shoreline Occupational Center
St. Vincent de Paul's
Suicide Prevention Center
Sun Street Center
Sunrise House

The Foundation for Honey's
Children
Trucha, Inc.
Unity Care
Victim/Offender Reconcil.
Program
Victory Outreach
WIC Program
Women's Crisis Center

Education and Training Linkages:

Sound working relationships with education and training institutions are crucial to helping youth gain marketable skills. Based on assessed needs, Participants will be referred for their education and training to local providers working with Turning Point: Public and Private Schools: Hartnell College; Monterey Peninsula College; California State University Monterey Bay; Heald College, Central Coast College; Vocational/Educational Training Programs: Monterey County Regional Occupational Programs (ROP), Adult Schools, Center for Employment Training, Job Corps; California Conservation Corps.

Our linkages with the broad network of providers have continuously progressed in levels of cooperative liaisons, which include: ongoing orientations at agencies in the community to promote youth services; continuous exchange of information and communications; establishing liaisons at each agency or provider site to expedite access to services; exchanges with Turning Point staff to review; monitor, evaluate and improve services; use of agencies and community organizations as Work Experience sites; shared communications, reports and resource information.

4. DEVELOPMENT OF EMPLOYER RELATIONS

Turning Point will draw on its productive relationships with numerous public, private non-profit and private employers, developed over the last 32 years. Our philosophy in training site and job opportunity development will continue to be that of building effective working relationships based on trust and reliability. Work Experience sites will be developed with a focus on employers committed to working with youth and providing opportunities to explore career interests, develop work skills, and provide unsubsidized employment.

The Agency will develop Work Experience venues and enter into agreements with each employer based on a template pre-approved by the Monterey County Workforce Investment Board.

Employer relations and suitable employment/training opportunities will be developed through Turning Point's collaboration with workforce partners, including the Workforce Investment Board, One-Stop partners, business education alliances, and area chambers of commerce. Dedicated staff, marketing, employer education, and community activities will continue to be the foundation of Turning Point's development of employment venues. Our plan to expand employer relations includes: One staff person will be dedicated to Job Development and employer education. Turning Point will conduct continuous active marketing to employers in and around Monterey County to promote awareness and encourage training of youth. Promotion will stress benefits of developing the potential of young people as citizens and leaders in the community, and a future productive, responsible workforce. Mail-out marketing campaigns will be conducted to target new businesses and expand the current employer base. Turning Point's quarterly newsletter will continue to be distributed to numerous employers throughout the county. Staff will conduct preliminary work experience site development, assess potential employer's capabilities and commitment in working with youth program Participants, explain processes, staff monitoring and commitment of follow-up assistance. Staff will educate employers regarding Work Opportunity Tax Credit benefits (and process all required paperwork for them as an additional courtesy). Employers will be provided with all suitable information relative to Work Experience. Turning Point will continue to work collaboratively with their adult employment Program Job Placement Specialist, as well as develop new partnerships focusing on youth work opportunities. The Agency will participate in Monterey County job fairs and community forums to publicize the benefits and values of assisting youth in employment. Turning Point will continue membership in the following organizations for networking and professional development: National Association of Workforce Development Professionals, Salinas and Monterey Chambers of Commerce, Central Coast Human Resources Association, and the Salinas Valley Business Women's Association.

5. PROGRAM DESIGN ELEMENTS - NINE PROGRAM ELEMENTS

Turning Point's Employment Program design incorporates Nine Program Elements to provide access to services that address Participants' personal barriers, support their educational goals and offer opportunities to explore career interests, develop employment skills, and secure and retain employment.

As the Lead Agency managing program delivery, Turning Point will ensure Youth access to the full range of services through a combination of Turning Point activities, and well-established linkages with experienced services providers. These providers

will include, but not be limited to, the Silver Star Youth Program, local educational entities, social service agencies, Monterey County Probation Department, healthcare services, and established community-based organizations.

In working with these service providers to provide Employment Program services, Turning Point has determined the most professional and accountable providers in the community. As the Lead Agency for extensive program activities since 1975, we have established that the collaborative agencies and organizations we work with are experienced in providing the required services, knowledgeable in the needs of the target population and in compliance with governmental regulations.

- **Delivered through the Turning Point Youth Employment Program:** Paid work experiences.
- **Delivered through referral to other Service Providers:** Occupational skill training
- **Delivered by Turning Point Program and other Service Providers:** Tutoring, Study Skills Training, Instruction Toward Secondary School Completion Alternative Secondary School Offerings • Youth Mentoring Leadership Development Opportunities • Supportive Services Follow-up Services • Comprehensive Guidance and Counseling Services within the Nine Program Elements will also be provided at the Silver Star Youth Program, where Turning Point is an integral part of the comprehensive service delivery system.
- **Turning Point will coordinate access and/or referral of Participants to these additional services at Silver Star to include tutoring, study skills training, and instruction leading to secondary school completion:**
 - **Rancho Cielo Community School.** Silver Star has established a community school with credentialed teachers in 3 self-contained classrooms of up to 17 youth under the auspices of the Monterey County Office of Education.
 - **Supportive Services: Health and Social Services.** Because physical health is critical to educational and career success, Silver Star connects youth and their families to statewide healthcare and benefit programs such as Medi-Cal and Healthy Families.
 - **Comprehensive Guidance and Counseling:** Group and one-on-one counseling sessions that help youth strengthen their resolve and cope with their problems.
 - **Victim Offender Reconciliation Program (VORP):** VORP is an alternative sentencing option for Probation Officers and Juvenile Court Judges. The program deals with first and second time juvenile offenders and their victims and uses a pool of trained volunteers from the local community to mediate a restorative outcome.
 - **Family Group Conferencing:** An expanded form of VORP, Family Group Conferencing involves the community of people most affected by the crime – the victim and the offender, the family, friends, and key supporters of both – in deciding the resolution of a criminal incident.
 - **Drug – Alcohol Counseling:** Group and one-on-one relapse prevention education.
 - **Parent and Community Education Workshops:** Training to educate and empower parents to help children steer clear of gangs.
 - **Leadership Development Opportunities:** Alternative Activities for Youth are designed to promote gang and drug-free lifestyles. Activities include outings, field trips, educational classes and workshops that foster cooperation and team building.
 - **Sports & Recreation Program:** Another program available to all youth is a youth sports program. This program, which is run primarily by volunteers, is designed to help youth develop life skills while participating in physical education activities. These activities currently include basketball, volleyball, weightlifting, horseback riding, mountain biking, golf, hiking, music and art.

6. PRE-ENROLLMENT ACTIVITIES

Outreach / Recruitment:

Turning Point currently works as a member of a Multi-Disciplinary Team (MDT) at the Silver Star Youth Program. This includes representatives from the Behavioral Health, Education and Probation Departments of Monterey County. Recruitment is currently conducted by the Probation Department through its network of probation officers, as well as the Superior Court of California, County of Monterey Juvenile Court. Youth are also recruited through youth programs within the Monterey County Sheriff's Department, Monterey County Youth Center, ROP Programs and County Educational System.

Turning Point also has access to all WIA-funded programs, and has a recognized working relationship with the One-Stop Centers. The Agency will continue to expand recruitment in an effort to seek out youth most in need and suitable for services.

Initial Assessment:

Turning Point will conduct an initial assessment to decide if WIA services will be suitable for the interested individual, based on evaluation of skill levels, aptitudes, abilities, and supportive service needs.

Turning Point, as part of the Silver Star MDT, will strive to ensure that program services go to those youth most at risk of re-offending. Recruits will be screened using some or all of the following documents: Probation record of youth's history; educational records; mental health records; the Alvest Risk and Resiliency Tool report. After screening into the program, youth, and their parent(s) or guardian, take part in a comprehensive assessment interview conducted by the MDT. The interview assesses the following:

Academic history; family and individual mental health and physical health history; alcohol and drug use; criminal history; motivation to change; gang affiliation. Ongoing assessments will be conducted weekly.

All youth will receive comprehensive case management services to ensure that they have access to needed services and that these services are attentively coordinated. It is important to note that the MDT places a high value on having the young people, their families and other stakeholders take an active part in shaping and following a service plan for program activities.

Youth needs will be assessed through client interview, parent/guardian interview, required documents, collaborative and partner agency evaluation and staff observation. Additionally, client needs which are dictated by the workplace he or she enters will be assessed. Finally, client needs will also be dictated by his or her occupational training program (e.g., uniforms, tools, work boots, etc.).

Turning Point will utilize the Silver Star Multi-Disciplinary Team member's expertise in assessment of the youth as appropriate. Collaboratives and partner agency professionals will support a thorough assessment of the youth.

Assessment is ongoing throughout each client's participation in program activities and follow-up. Updated assessment information will be documented in the students file to include any changes to their individual plan and additional service needs.

Intake/Eligibility Assessments:

Intake and Eligibility Assessments will be conducted by the Eligibility Specialist and the Program Director. Eligibility will be determined through client interviews conducted by the Eligibility Specialist, self-report, and records' checks of the requisite documents. Turning Point staff will assist youth and their families in obtaining all the necessary WIA-required documents. Once documentation is verified and reviewed by Administration, a student file will be started.

Turning Point will conduct an initial assessment to decide if WIA services will be suitable for the interested individual, based on evaluation of skill levels, aptitudes, abilities, and supportive service needs.

Individual needs will be assessed through client interview, parent/guardian interview, required documents and staff observation. Additionally, client needs which are dictated by the workplace he or she enters will be assessed. Finally, client needs will also be dictated by his or her occupational training program (e.g., uniforms, tools, work boots, etc.).

Turning Point will conduct a comprehensive assessment of client needs using a Profile Assessment tool and utilizes the Multi-Disciplinary Team members' expertise as needed. Assessment of needs is ongoing throughout each client's participation in the program.

WorkKeys® Assessments and Worldwide Interactive Network (WIN) Training

1. **WorkKeys® Assessment Process:** Turning Point will administer the WorkKeys® testing for all Youth participants prior to or within 30 days following the start of their Work Experience. Should extenuating circumstances arise where it is not feasible to meet the 30 day timeframe, a written request for an extension will be submitted to the Monterey County WIB staff for approval. Those who master these assessments will be eligible to receive a Career Readiness Certificate administered through the Central Coast Career Readiness Consortium lead by the Monterey County Business Council (MCBC). Turning Point will work with the Central Coast Career Readiness Consortium to access their WorkKeys® assessment sites for participant convenience.
2. **Authorized WorkKeys® Locations:** Turning Point will dedicate a minimum of one computer with Internet access for the use of Youth participants to access WorkKeys®. Turning Point will provide training to all staff for proctoring WorkKeys® assessments. WorkKeys® assessments may also be provided by appointment through other partners of the Central Coast Career Readiness Consortium by contacting Samantha Harrison at SHarrison@mcbc.biz.
3. **Authorized WIN Training Locations:** The Office for Employment Training (OET) has contracted with WIN to provide remediation training to individuals wishing to upgrade their skills. WIN is available at no costs to the customer. Turning

Point will refer participants to OUT for WIN self-paced remediation training as suitable. WIN remedial training may also be provided by appointment through other partners of the Central Coast Career Readiness Consortium by contacting Samantha Harrison at SHarrison@mcbc.biz.

4. **WorkKeys® Test Results:** To ensure customer confidentiality, Turning Point will discuss WorkKeys® test results with the participant only to determine if they have reached their desired score.
5. **Use VOS to match O*NET job profiles using WorkKeys® scores:** Turning Point will enter WorkKeys® assessment scores into the Virtual One Stop (VOS) case management system once they are received. VOS will be used to match WorkKeys® assessment skill levels with Occupational Information Network (O*NET) job profiles to help individuals identify appropriate occupations and support transferable skills.
6. **Fees:** The cost for WorkKeys® assessments and certificates is built into Turning Point's supportive services line item budget in Exhibit B.
7. **Disbursement of Career Readiness Certificates:** Certificates will be sent from ACT to MCBC once a week. MCBC in turn, will sign and distribute the certificates to Turning Point to issue to the recipient(s).
8. **Reporting to the WIB:** Turning Point will provide WorkKeys® assessment performance updates to the WIB's Oversight Committee and other subcommittees of the WIB, as requested.

Enrollment:

When Turning Point has determined that an Applicant is WIA eligible and would benefit from program services, the Agency will enroll him/her into the WIA system, to become a Participant. Completed enrollment documents will be entered into the VOS electronic case management system.

Information / Referral for Ineligible Individuals:

If Turning Point determines that an individual does not meet program enrollment requirements or is not eligible for WIA intensive services, he/she will be offered assistance in accessing another county service entity that better suits their present needs. Non-eligible individuals are not merely given telephone numbers and sent on their way. Turning Point will work closely with the youth, their supervising agent and family in this referral process. If a youth is eligible but in need of short-term remediation before services can be of benefit, Turning Point will arrange for suitable services, with the objective of reassessment for the Youth Employment Program.

Youth will be referred to appropriate providers for any services not directly offered through Turning Point's Employment Program, to ensure all nine Program Elements delineated in the WIA Request for Proposal will be included in services delivered.

7. WIA YOUTH PARTICIPANT ACTIVITIES

Objective Assessment:

Assessment will start with the first contact the youth Participant makes and continue throughout all service delivery to foster growth and adapt program activities to changing needs.

Turning Point will provide a comprehensive Objective Assessment for each Participant, evaluating the individual's capabilities, needs and vocational potential in order to develop an Individual Service Strategy (ISS). Assessments will be client-centered and evaluate employment barriers, taking into account the Participant's family situation, educational issues, interests and aptitudes (including those for nontraditional occupations). Pre-assessments from teachers, program counselors and probation officers will be factored into the Objective Assessment. (Applicants will have signed a Release of Confidential Statements before this information is acquired.) These will supply vital background information for an accurate evaluation.

Also critical to evaluation and planning will be assessing attitudes, motivation, behavior patterns affecting employment potential, financial resources and needs, and need for Supportive Services. Recognizing the influences and experience of most youth at risk, the Agency will also closely observe Applicants' social and interpersonal skills as indicators of how to shape program activities toward helping the youth from the broadest perspective.

Continued assessment for the duration of enrollment will be conducted both individually and in a group setting. Turning Point will enlist the assistance of the employer community to support assessments by evaluating the viability of the Applicants' employment goals and providing important feedback and career counsel.

Individual Service Strategy (ISS):

Turning Point will develop an ISS with the Participant as a service strategy that identifies personal, educational and

employment goals. The results of the Objective Assessment and an overview of the Applicant's status will form the basis of the ISS.

The ISS will include: Participant's employment goal(s); basis for employment goal selection; educational goals; barriers to employment and education; counseling in non-traditional work; labor market information and career counseling; self-sufficiency requirements; Participant's objectives and any need for support services. The document will be signed and dated by the Participant, the parent or guardian and Turning Point staff.

The ISS will be reviewed by Turning Point staff with the Participant no less than one time per month. It is a "living" document and can be changed as continued assessment reflects the need for such. All changes, review notes and progress in meeting the planned objectives will be documented by Turning Point in the ISS. Participants will have a one year individual service strategy.

Case Management:

All youth will receive comprehensive Case Management to ensure that they have access to all needed services and these services are effectively coordinated. Case Management will cover the preparation and coordination of the Individual Success Strategy for Participants, which are developed with the youth, relevant family members and other appropriate collaborative personnel to shape a unified service plan.

As part of Case Management, Turning Point will conduct weekly staff meetings to review each Participant's progress. Evaluations will be documented in case notes and a consensus reached in service delivery strategy for the upcoming week; activities will be structured or modified to respond flexibly as young people progress through the program. Case Management continues through the follow-up stages. It is an integral part of youth development, vital to a trusting and responsible relationship that enables staff to provide optimum support throughout all phases of the Employment Program.

Supportive Services:

Turning Point will provide information and referral for Participants needing Supportive Services, starting with Outreach/Recruitment. Supportive Services include assistance with child care and dependent care costs, assistance with housing costs, referrals to medical services, assistance with uniforms or other appropriate work attire and work-related tool costs, including such items as eye glasses and protective eye gear.

Supportive Services needs will be determined by comprehensive assessment and clients self-report or that of family or guardian. Client's needs will also be determined by collaborative agency input, staff assessment, and the requirements of client's school or work.

The majority of clients will need some assistance with clothing for job interviews, and most will need assistance with transportation. Attempts will be made to find donors for these services; however, supportive service needs that cannot be met through any other means will be purchased by Turning Point with money, which will be accounted for in the budget.

Training for Participants in finances and money management is integrated into the support service delivery system. Participants are taught how to plan for their needs with an introduction to budgeting and management of resources in mind. Support service expenditures will be pre-approved and closely monitored by the Program Director and will be tracked in the Agency's MIS and accounting systems.

A monthly report will be prepared and all staff will be provided with a copy. (See MONITORING.)

Supportive services may be used for Turning Point participants who have exited in program year 2007-08 for the purposes of enhancing placement and retention outcomes.

8. PARTICIPANT TRAINING

Employment Program Training Levels

The following Scope of Services details Turning Point's Youth Employment Program. All activities are designed to incorporate key components of the Nine Program Elements.

1. **Orientation** – Introduction of program services and staff. Time will be spent getting to know each other and to start the process of relationship building. The course of activities will be reviewed and a schedule designed to meet the needs of the youth. During Orientation clients will obtain all documents necessary for "going to work." such as Birth Certificate, Social Security Card, and Picture ID (school or California). A Resume as well as an Individual Success Plan will be developed for each client during the Orientation phase.
2. **Life Skills** – Health, Substance abuse • Time management • Financial planning, Self-sufficiency • Housing, Transportation • Goal setting • Relationships, Family • Communication, Anger management • Needs/wants • Self-concept.

3. **Pre-employment Skills** – Start portfolio development • Interviewing techniques, job search techniques • Preparing applications and cover letters, identifying transferable skills, resume development • Reference selection, job search techniques • Employer expectations, job survival • Identifying job-related/training-related skills • Identifying self-management skills • Occupational exploration, phone usage, writing, computer, and basic office machine skills.
4. **Marketable Work Habits** – Grooming • Making a good impression • First days on the job, learning styles • Asserting yourself on the job • Working effectively with a supervisor, mentoring, getting along with co-workers, teamwork • Conflict resolution, welcoming diversity • Payroll information and enrollment • Reliability, punctuality and attendance ethics • Workplace culture • Learning to do the job, getting ahead on the job, leaving a job.
5. **Labor Market Education** – Starting with the local labor market, expand information to include the tri-county area and beyond. Introduce the global outlook and correlate to the student's career goals. Computer instruction and community resource education for student self-directed labor market exploration.
6. **Community Service** – Non-punitive community service providing the opportunity to develop community awareness and empathy towards others, while researching job cluster interest areas. Transportation and supervision by Turning Point. Conducted concurrently with on-going employment assessment.
7. **Vocational Training** – Refer youth appropriately to community vocational institutions at no cost to program • Contract with appropriate vocational training institutions such as Central Coast College, the Center for Employment Training and Regional Occupational Program • Site visits are conducted no less than once weekly after youth starts vocational training • The duration of training is established by the curriculum conjunction with ISP • Monitoring will be conducted to ensure training meets youth's needs • Youth's resume is updated to reflect new job-related skills and personal growth.
8. **Work Experience** – Based on the Participant's Individual Success Plans, Turning Point will seek Work Experience (WE) Opportunities with private, for-profit organizations as well as the non-profit and public sector. WEs will be developed only for Participants who have completed Orientation and whose ISP projects that the individual is ready for work but unable to secure employment without training. Although designed to primarily benefit the Participant rather than the employer, it is anticipated that the employer will recognize the rewards of helping young people gain a knowledgeable introduction to the world of work and its requirements. Work Experience assignments will also be designed to assure that our Participants acquire the knowledge and skills needed to obtain a job and advance in their chosen employment field. WE opportunities will be developed as youth are being prepared for employment to expedite their placement and maximize the benefits of this service. Work experience will be subsidized and include the following elements: Marketable work habits, exploration of individually run businesses, industry exposure, service learning opportunities, increasing ability to perform complex tasks, community service, and blending academic and work skills.

Guest speakers and field trips are an integral part of all the services. They provide expanded opportunities for career and lifestyle exploration.

Participant Referral to Work Experience Site:

Once a suitable training site is identified, Turning Point staff will schedule an interview between the employer and the Participant. Individuals will be coached with a review of their Orientation training, and well-researched information on the prospective training site; they will be assisted with interview clothes as needed. Participants will be transported and accompanied during the interview by a Turning Point representative.

Before the meeting, Turning Point will provide "need to know" information to the employer such as relevant probation conditions (to assure that neither the Participant nor the worksite will be compromised). Additionally, to assure employer understanding and support of the Participant's barriers, ISS information will also be shared with the prospective employer.

A Work Experience Agreement will be developed with the employer following a successful interview. A negative interview will be analyzed and factored into employer compatibility and the Participant's ongoing assessment.

Worksite Visits:

Turning Point will visit Participants' worksites one time per week and conduct bi-monthly or monthly evaluations, as Participant needs indicate. Evaluation forms will be provided to the employer at the outset of the training. Employers will be trained in use of evaluations in support of skill and work habit development and job retention. The evaluation allows the employer to rate the trainee, and covers work maturity and habits such as punctuality; attendance; attitude; appearance; interpersonal relations; and task completion.

The evaluation will be reviewed with the employer and the Participant. Areas of concern will be addressed immediately and a plan for improvement developed, drawing on all suitable resources. Staff, employer and the Participant will all review, sign and date the evaluation, for retention in the Participant's file. These evaluations will be conducted with care and attention; they start most of Turning Point's Participants documented credibility in the world of work.

WE Agreement Training Outlines will be reviewed at the worksite visits also, and used as a monitoring tool to assure employer compliance with the agreement and assess skill development. As with the evaluations, should there be any areas of concern, corrective arrangements will be developed and carried out.

Unsubsidized Employment:

Designed to provide the youth's entry into work beyond an entry level job and formulated to lead to success in the labor market of today and tomorrow. Turning Point will develop placement at a work site, which supports work-based learning, positive work habits, leadership development, caring and competent adult supervision, and educational options.

Wage to be determined by placement • Continue support services and close monitoring • Youth will be matched to unsubsidized employment in accordance with their ISP and continued assessment results, youth's expressed choice and the Turning Point representative's recommendation • Employer contacts will be conducted routinely to monitor youth's progress and nurture healthy staff/employer relationships • Staff supervision will begin transitioning to mentor and peer support during this period • Intense follow-up services and monitoring in interest of job retention will be conducted • Effective monitoring will assure the unsubsidized employment placement is meeting the youth's needs; if not, alternate employment will be secured.

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

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

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

Prior to the exit of all WIA youth participants, Turning Point will consider the following:

1. Placement in Employment or Education

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

2. Attainment of a Degree or Certificate

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

3. Literacy and Numeracy Gains

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

Post-Placement & Follow-Up Activities:

Designed to assist youth in retaining jobs, obtaining new positions, and staying in school, and setting the foundation for career development. This phase provides comprehensive services to support youth through a series of jobs, leading toward long-term opportunities in the labor market.

Duration of follow-up is for a minimum of twelve (12) months but may extend longer as needs indicate, with all services available to graduates on an open-entry basis • Facilitation of youth's support and positive peer groups; continued information and referrals • Facilitation of graduate mentor and role model groups • A tracking system for employment, education, training and support service needs • Career and job development assistance • Community assistance information and referral • Youth advocacy • Leadership training opportunities • Follow-up Services will start after exit and will be conducted at 1st quarter, 2nd quarter, 3rd quarter, and 4th quarter. Follow-ups will be conducted using the WIA format, documented and filed in the Participant's file and entered in the Virtual One-Stop System. Follow-up with Silver Star MDT, participant families, employers, community agencies and organizations will be conducted to evaluate and improve the services delivered.

Certificates & Credentials:

Effective July 1, 2006, Turning Point must use the definition of a certificate as described in the US Department of Labor (DOL) Training and Employment Guidance Letter TEGL 17-05 dated February 17, 2006. The use of the definition "certificate" is applicable for adult, dislocated worker and older youth participants who began receiving services on or after July 1, 2006. Participants who received training services prior to July 1, 2006 are covered under the previous performance standards and reporting requirements. Please note the term "credential" applies to the current WIA statutory adult, dislocated worker and older youth measures only.

A certificate is awarded in recognition of an individual's attainment of measurable technical or occupational skills necessary to gain employment or advance within an occupation. These technical or occupational skills are based on standards developed or endorsed by employers. Certificates awarded by workforce investment boards or awarded in recognition of the attainment

of only generic pre-employment or work readiness skills are not included in this definition.

It is recommended that Turning Point follow the WIB's WIA Youth Certificate and Credential policy regarding the requirements and awarding institutions.

The attainment of a recognized credential applies current WIA adult, dislocated worker and older youth and relates to the achievement of educational skills, which may include attainment of a secondary school diploma or its recognized equivalent, or occupational skills, by participants who enter unsubsidized employment.

Clients who complete vocational training programs through our collaborator, Mission Trails Regional Occupational Program, will receive Certificates of Completion from the school.

Clients who are attending Public and Private Schools will receive certificates such as High School Diplomas, GED's and Credentials.

Employment Opportunities through Private Industry Linkages:

Development of job opportunities is detailed in "Developing Employer Relations." Additionally, private industry linkages will continue to be developed through the efforts of a staff Job Developer as well as through collaboration with other partner agencies. Local employers as well as members of our Advisory Board and Rancho Cielo Board of Directors will be recruited to support our young people by offering them employment.

Turning Point is a member of the Salinas and Monterey Chambers of Commerce, the Salinas Valley Business Women's Association and the Central Coast Human Resource Association. Turning Point regularly attends local job fairs and utilizes the One-Stop Career Centers.

9. COUNSELING, EMPLOYABILITY AND PLACEMENT EFFORTS

Counseling:

As a critical factor in the Nine Program Elements, a full spectrum of counseling services to guide youth development will be facilitated by the Agency and collaborators. Counseling services will be delivered both individually and in group activities. Comprehensive Career Counseling will be provided for each Participant during services and continue in the follow-up period. Career counseling will be provided by Turning Point staff, with input from the employer community. Participants will also attend community job fairs and utilize technology-based data. Turning Point will use specific tools to aid in Career Counseling. These include the Vocational Implications of Personality; Occupational Exploration Guide (a guide to career, learning and lifestyle options), a communications assessment, and a variety of on-line assessment tools such as the O*NET and VOS. Vocational counseling assessment will be provided by Turning Point in collaboration with Mission Trails Regional Occupational Program and other partner vocational educational entities.

Turning Point will collaborate with individual employers to provide employment counseling, which will be enhanced with presentations by guest speakers representing local business and industry, agencies and organizations. Workplace culture, ethics and attitude counseling will be integrated into all of Turning Point services. High standards of work habits, communications and respect will be modeled by all staff members. (This will be a significant influence on Participants and integrates Mentoring and Leadership aspects of the Nine Program Elements.)

Individual Success Strategy counseling is provided on a regularly scheduled basis as soon as the plan is developed and continues until the completion of each objective. Educational counseling will be provided by the Participant's school.

Some program Participants will require professional counseling for serious issues such as mental health, cognitive problems, unstable home environment, drug and alcohol dependency, and gang influences. Turning Point will utilize linkages and collaborations with local services for individual counseling. Behavioral Health Counseling is to be provided through collaboration with the Monterey County Department of Health, Behavioral Health Division. Services will be available for all Youth Program clients who are AB3015 referrals from the Court system. Youth who are not eligible for Monterey County Department of Health services will be referred to school counselors, and other partnering entities based on their presenting needs.

Leadership Development:

Leadership skills are fostered through encouraging young Participants to make decisions, participate in team projects, community service, and creative activities that call for initiative, where they experience increasing levels of success. Our Leadership Development component is designed to empower youth Participants and will extend throughout their length of stay in our program. This component will encompass seven core areas: Problem Solving/Decision Making • Community Mapping • Goal Setting • Community Needs Analysis • Teamwork • Community Service • Communication (Individual, Team).

Initial instruction will embody the concepts of leadership and the importance of service to one's community as well as the value of the young people's contributions. It is anticipated that Participants will not only come to intellectually understand what leadership means, but will be inspired to design and undertake at least one service project in the community. Opportunities for group projects will be facilitated by the Agency, and geared toward positive social change, which will have an impact on our youth's future. Examples of possible projects follow:

Establishing a transitional housing program for homeless teens • Designing a program which assists teens to understand their legal rights • Designing a program in which teens assist younger children in their community to avoid the hazards of gang activity • Assisting with rehabilitation of a building (the old Boys' Ranch) to help make it the new home of the Silver Star Youth Program at Rancho Cielo.
Leadership Development opportunities will be offered by Turning Point and by collaborating entities and partnering agencies.

Youth Mentoring:

Research on serving youth with barriers has shown that *mentorship*—caring relationships, high expectations, and opportunities to participate and contribute—are significant in creating an environment that provides proven supports and opportunities for young people. Turning Point staff in collaboration with their partner agencies will provide support, guidance, friendship, role modeling, assistance, and an attentive ear to program Participants. The goal of collaborative/staff mentoring is to build healthy, trusting relationships with the young people.

The specific staff mentoring objectives is: to reduce juvenile delinquency and gang participation, improve academic performance, provide general guidance and support, promote personal and social responsibility, increase participation in and benefit from education, encourage participation in service and community activities, and broaden the youth's view of the world and open their eyes to their personal potential.

Mentoring activities will be incorporated in daily contact with youth Participants, one-on-one counseling sessions, participation in field trips and other recreational activities, and group sessions with youth and their families. Mentoring activities will be included throughout the 12-month follow-up phase. Training will be provided for appropriate staff to foster best mentoring practices.

Youth mentoring will be provided through Turning Point's collaboration with the Monterey County Department of Probation and will utilize the services of college interns referred from California State University at Monterey Bay. Interns will be carefully screened and have extensive background checks, and have a strong interest in building healthy relationships with young people.

In addition to the mentoring activities through staff at the Silver Star program and other collaboratives such as ROP and Adult Schools, Turning Point will develop linkages with business mentors. Interested youth will be paired with a mentor in their chosen career field to give them an opportunity to job shadow, take part in cultural and recreational activities, receive tutoring, or simply to ask questions about the purpose of education and career preparation. Local business and education alliances will help to cultivate employers interested in mentoring Participants.

Additional Services:

Further services for youth will be individually determined by ongoing assessment, and developed specifically for each Participant. Turning Point projects that these will include: Independent living skills and resources; assistance with post-secondary education researching; Voter Registration; Selective Service Registration; California Driver's License training; purchase of first car; assistance with responsible parenting.

10. PROGRAM EVALUATION AND MONITORING

Turning Point will utilize established tracking and information systems for employment, education, training and support service needs and outcomes. The Agency has comprehensive operational support with an administrative staff and procedures for evaluation, monitoring and reporting established over three decades of program implementation under government funding and contracts.

Turning Point will collect all data available to ensure compliance with the evaluation models established by all funding sources, including the Workforce Investment Act. The Agency will also collect information on youth development indicators, including attendance, making acceptable progress, completing program assignments, training and employment placement, and other factors. To facilitate evaluation of the Silver Star Youth Program services as a whole, Turning Point will participate in ongoing program self-assessment and analysis with partner agencies. In addition, Turning Point will establish liaisons at each agency or provider site to monitor services, and will conduct regular visits to review, evaluate and improve services.

Program Monitoring:

The Turning Point Youth Employment Program will be monitored for progress toward objectives developed through a team

concept. To ensure that program objectives and performance measures are fulfilled, Turning Point will continuously monitor activities and results through a system of data management, and ongoing review by Agency staff.

All staff will be briefed in compliance and implementation of WIA contract components so that they will be able to identify and report any issues affecting program effectiveness and compliance with WIA regulations.

Weekly staff meetings will be conducted to review performance, outcomes and status of objectives. Any indications of ineffectiveness in the program plan will be assessed and corrected immediately • At the commencement of Program Services a master file will be prepared for each Participant, for maintenance of all Participant paperwork, to track progress, and to assure contract compliance. All staff will be cross-trained to audit the entire file or take responsibility for additional portions of upkeep as needed • Monitoring will be supported by regular review and audit of Participant's file; eligibility and related forms, ISS and case notes; resume, relevant work records for work experience, job shadowing, unsubsidized employment, evaluations; needs-based payment receipts, time sheets, other forms which require reimbursement. Any internal file audit findings will be corrected immediately • The Program Director will review every newly completed file and every exited file, conducting a comprehensive audit of Program compliance factors. Each active file will be audited at least monthly for contract compliance and service delivery • Turning Point will utilize a well-developed internal system to monitor all program activities. This covers: Client and Employer Information; Application and Enrollment Activity; Exit and Follow-up Tracking; Obligation of Funds Activity; Participant Activity Tracking. The Agency has an established professional system for immediate entry, calculation and access of statistical data. Reports will be updated weekly and distributed to all staff and reviewed at weekly staff meetings • Turning Point will use internal tracking statistics to verify all Performance Reports provided by the Monterey County Workforce Investment Act Services MIS Department. If any discrepancies are noted Turning Point will immediately notify staff in the OET MIS Department and work cooperatively for resolution to maintain program effectiveness • Each assessment will be documented to include its outcome. This information is maintained in an Excel database to track information and referrals suggested at initial assessment.

Fiscal Monitoring:

Turning Point's COO, (at the Administrative Office in Visalia), Deputy Regional Director and Employment Program Director will develop the annual budget in accordance with the Program Customer Objectives and Performance Measures of the WIA contract.

The Chief Financial Officer (at the Administrative Office) will provide a monthly Operating Statement and Expenditure Report for review. The Deputy Regional Director and the Employment Program Director will assure program monetary goals are in accordance with objectives and performance measures. Any discrepancies will be investigated and remedied without delay. As an additional fiscal monitoring tool Turning Point has implemented an on-site program expenditure tracking form for all operating expenses, which is updated at least weekly.

Support Services expenditures will be recorded and tracked by the Program Director. The Program Director will provide all staff with a copy each month for review and adjustment, if necessary. Participant Support Service needs that cannot be met through any other means will be provided for and documented in financial records.

All Support Services and program operation purchases must be pre-approved by the Program Director. The Deputy Regional Director must approve any expenses over \$500 and up to \$1,000. All other expenses must be approved by the COO. Receipts must reflect approval before being forwarded to the Fiscal Department. All receipts will be coded with the Program and Account numbers to assure accuracy in accounting.

It is recommended that Turning Point follow OET's supportive services policy regarding funding limitations to ensure that all program operators maintain a level of consistency when it concerns the amount of supportive services deemed appropriate and necessary to the degree that funds are available within Turning Point's existing supportive services line item budget. Turning Point must be sure that all supportive services reimbursements are justified, documented and related to a distinct need or barrier to employment as specified on each program participants Individual Service Strategy. An original form of all claims, requests, itemized receipts and supporting documents must be retained in each program participant's case file.

Turning Point believes that our young people are more likely to grow into responsible, accountable and contributing citizens if we can act promptly to provide them with life skills and employment training, job placement, and empowering adult and peer mentorship. We believe that the pattern of passing poverty and crime from generation to generation can be broken by offering youth the experiences, guidance and rewards essential for a positive future.

11. PROGRAM OBJECTIVES NARRATIVE

Services:

Our primary objective is to deliver a comprehensive Employment Program for Court-involved and at-risk youth in Monterey County with multiple barriers to employment and education. Successful outcomes of the program will be skill attainment,

education, training, support and placement of youth in paid work experiences, providing a foundation for employability and career development.

Key objectives the Agency will achieve are:

Supporting Youth: coordinating supportive services, youth mentoring, follow-up and comprehensive guidance and counseling to keep program participants on track; developing the qualities of good citizenship and leadership in young people; teaching the value of leading a productive life with positive social behaviors. Turning Point will foster a sense of responsibility not only to an employer, but also to their families, their community, and their future. Collaboration and partnership with local agencies and organizations will facilitate services from a broad spectrum of resources. It is Turning Point's goal to partner with experienced service providers to meet all of the youth participants' needs.

Mission:

Turning Point's programs are dedicated to productive results for young people, and are designed to create positive outcomes at every phase. Yet it is not only specific, quantifiable results—work habits, skills and going to a real job—that we seek, but also a sense of confidence and resolution in young people as they enter the workplace. We help troubled youth transform and grow by experiencing the rewards of trying hard and the pride of teamwork. Turning Point creates a training ground where youth can dare to dream, work toward goals, and forge a new sense of selfhood. While it is difficult to measure strength of character and the desire to become a responsible, accountable citizen, those are also the outcomes we seek through our program.

As the young people begin work experience, gaining recognition and support from employers and the community at large, Turning Point will increase visibility and acceptance for the benefits of hiring youth from our program.

Operations:

It is our goal to conform to all requirements of the Workforce Investment Act. We will facilitate access to the One-Stop System for all clients, and continue to work with the Workforce Investment Board to develop and implement the local Youth workforce system.

Turning Point is dedicated to maintaining an impeccable record of organizational responsibility, and will manage collaborative and employer agreements, operations and administration to the highest standards of accountability.

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

- To enroll eligible Youth (percentage of enrollments) from the entire county geographically as follows:
 - 10% - Salinas
 - 10% - West County (Seaside, Marina, Monterey Peninsula)
 - 10% - South County
 - 10% - North County
- To enroll eligible Youth (percentage of enrollments) from the demographic areas as follows:
 - 20% - Out-of-School Youth
 - 20% - Youth Offenders
 - 20% - Disabled Youth
 - 5% - Foster Care Youth
 - 20% - TANF Recipients
 - 2% - Homeless Youth
- Of the high-risk youth enrollments, we plan to prepare and enroll 43 individuals into Work Experience with the largest concentration of enrollments early in the contract year.
- Turning Point will develop a WIA participant exit strategy to effectively engage youth in program services and successfully achieve WIA performance outcomes for youth programs.
- Turning Point plans to exit all of their youth no later than June 30, 2011.
- We plan to transfer any youth who cannot meet the required common measure performance standards by June 30, 2011 to Office for Employment Training for completion of services.
- Turning Point's Enrollment Goals and Performance Measures are projected in the Program Operating Plan attached. The Agency plans to enroll youth participants from Monterey County in the WIA program beginning July 1, 2010 and continuing through March 31, 2011.
- We project 100% enrollments for each quarter in each program activity.

Required WIB Training and Meeting Attendance:

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

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

Methodology to Achieve Enrollment Goals:

Enrollment goals will be achieved through Turning Point's extensive Outreach and Recruitment plan (detailed in the Program Design Narrative #1). Meeting enrollment goals will be furthered by Turning Point's participation as a partner in the Silver Star Youth Program, collaboratives, referrals by the Probation Department, probation officers, as well as the Superior Court of California, County of Monterey Juvenile Court. Youth will also be recruited through youth programs within the Monterey County Sheriff's Department, and from the Monterey County Youth Center.

The Agency will expand its established relationship with the One-Stop Centers to include youth outreach (both younger and older). It is anticipated that older youth will also be recruited from the Monterey County Probation Department and other agencies as appropriate.

Methodology to Accomplish Performance Goals:

We will incorporate the Nine Program Elements (such as Youth mentoring, leadership development and comprehensive counseling) in working with the special needs of young people who are pessimistic or distrustful. Turning Point recognizes that youth who have learned survival skills on the streets may want little to do with becoming "responsible, accountable citizens"—and the Agency will demonstrate flexibility and resourcefulness in helping them become just that.

Turning Point believes that inspiring and challenging court-involved and at-risk youth requires a comprehensive strategy that takes into account history and socio-economic factors that have placed them at risk. Poverty, ethnic and language barriers; immigration; the stigma of past mistakes; unstable home environments; lack of mentorship; displacement and rejection; involvement in gangs—all have taken their toll on our young clients. To meet program objectives, we will integrate the following essential elements into Youth Employment Program strategies: Progressive levels of challenge and achievements • Immediate benefits and rewards • Setting clear expectations • Reinforcing future economic opportunity • Culturally competent staff • Relevant, youth-centered activities and materials • Authenticity in action; making and fulfilling commitments honestly • Affiliation; exploring a shared vision of a positive future.

Payment Provisions:

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

MONTEREY COUNTY
WORKFORCE INVESTMENT BOARD

AGENCY: TURNING POINT OF CENTRAL CALIFORNIA, INC.
YOUTH SUBCONTRACT

Effective Date: July 1, 2010

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

ITEMIZED BUDGET CATEGORIES

8500	STAFF SALARIES AND BENEFITS	In School		TOTAL BUDGET	Quarterly Plan				
			30 % minimum Out of School		09/30/09	12/31/09	03/31/10	06/30/10	
8500	SERVICES AND SUPPLIES	\$ 75,710.52	\$ 32,447.36	\$ 108,157.88	\$ 27,039.47	\$ 54,078.94	\$ 81,118.41	\$ 108,157.88	
8500	Building Rent	\$ 4,200.00	\$ 1,800.00	\$ 6,000.00	\$ 1,500.00	\$ 3,000.00	\$ 4,500.00	\$ 6,000.00	
8500	Building Maintenance and Repair	\$ 66.80	\$ 28.20	\$ 94.00	\$ 23.50	\$ 47.00	\$ 70.50	\$ 94.00	
8500	Janitorial	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8500	Utilities	\$ 394.80	\$ 169.20	\$ 564.00	\$ 141.00	\$ 282.00	\$ 423.00	\$ 564.00	
8500	Postage and Shipping	\$ 140.00	\$ 60.00	\$ 200.00	\$ 50.00	\$ 100.00	\$ 150.00	\$ 200.00	
8500	Office Supplies	\$ 1,127.70	\$ 483.30	\$ 1,611.00	\$ 402.75	\$ 805.50	\$ 1,208.25	\$ 1,611.00	
8500	Computers/Hardware/Peripherals	\$ 595.00	\$ 255.00	\$ 850.00	\$ 212.50	\$ 425.00	\$ 637.50	\$ 850.00	
8500	Equipment Maintenance	\$ 2,100.00	\$ 900.00	\$ 3,000.00	\$ 750.00	\$ 1,500.00	\$ 2,250.00	\$ 3,000.00	
8500	Equipment Lease/Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8500	Communications/Internet	\$ 700.00	\$ 300.00	\$ 1,000.00	\$ 250.00	\$ 500.00	\$ 750.00	\$ 1,000.00	
8500	Insurance	\$ 1,425.20	\$ 610.80	\$ 2,036.00	\$ 509.00	\$ 1,018.00	\$ 1,527.00	\$ 2,036.00	
8500	Employee Travel	\$ 105.00	\$ 45.00	\$ 150.00	\$ 37.50	\$ 75.00	\$ 112.50	\$ 150.00	
8500	Employee Training	\$ 353.50	\$ 151.50	\$ 505.00	\$ 126.25	\$ 252.50	\$ 378.75	\$ 505.00	
8500	Outreach/Printing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8500	Other Professional Services-Audit	\$ 65.80	\$ 28.20	\$ 94.00	\$ 23.50	\$ 47.00	\$ 70.50	\$ 94.00	
8500	TOTAL SERVICES AND SUPPLIES	\$ 11,272.80	\$ 4,831.20	\$ 16,104.00	\$ 4,026.00	\$ 8,052.00	\$ 12,078.00	\$ 16,104.00	
\$ -									
CENTRAL OPERATING EXPENSE (INDIRECT)		\$ 11,706.18	\$ 6,016.94	\$ 16,723.12	\$ 4,180.78	\$ 8,361.56	\$ 12,542.34	\$ 16,723.12	
PROFIT		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
WORK EXP. WAGES AND BENEFITS		\$ 79,453.00	\$ -	\$ 79,453.00	\$ 19,863.25	\$ 39,726.50	\$ 59,589.75	\$ 79,453.00	
CHECK CHARGE @ \$5.25 PER CHECK		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL SUPPORTIVE SERVICES		\$ 9,642.00	\$ -	\$ 9,642.00	\$ 2,410.50	\$ 4,821.00	\$ 7,231.50	\$ 9,642.00	
TOTAL CONTRACT BUDGET		\$ 98,689.50	\$ 42,295.50	\$ 230,080.00	\$ 57,520.00	\$ 115,040.00	\$ 172,560.00	\$ 230,080.00	

Youth Program Operating Plan
Cumulative Monthly Performance and Enrollment Goals

Vice Provider: Turning Point of Central California, Inc.		MONTH ENDING											
I. Total Enrollment in WIA Youth Services (Sum of I.A. + I.B.)		7/31/2010	8/31/2010	9/30/2010	10/31/2010	11/30/2010	12/31/2010	1/31/2011	2/28/2011	3/31/2011	4/30/2011	5/31/2011	6/30/2011
A. Cumulative New Enrollments		5	11	17	23	28	32	36	40	43	43	43	43
B. Enrollments Carried In from Prior Contract Year		5	11	17	23	28	32	36	40	43	43	43	43
C. Program Elements													
1) Tutoring		3	6	11	16	21	24	27	31	34	34	34	34
2) Alternative Secondary School		3	6	11	16	21	24	27	31	34	34	34	34
3) Work Experience		4	9	14	19	24	29	34	39	43	43	43	43
4) Occupational Skill Training		5	11	17	23	28	32	36	40	43	43	43	43
5) Leadership Development		5	11	17	23	28	32	36	40	43	43	43	43
6) Supportive Services		5	11	17	23	28	32	36	40	43	43	43	43
7) Youth Mentoring		5	11	17	23	28	32	36	40	43	43	43	43
8) Comprehensive Guidance and Counseling		5	11	17	23	28	32	36	40	43	43	43	43
9) Summer Employment													
II. Exits and Performance Measures													
A. Follow-up after exit		0	0	0	0	0	0	0	0	0	0	0	0
B. Youth Exits (Older & Younger)		0	0	0	0	0	1	2	3	4	5	6	43
1. Placement in Employment or Education		0	0	0	0	2	4	7	11	15	19	23	29
2. Attainment of a Degree or Certification		0	0	0	0	0	0	1	4	8	12	16	21
3. Literacy and Numeracy Gains		0	0	0	0	0	1	2	3	4	5	6	7

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 Turning Point of Central California, Inc. hereinafter referred to as CONTRACTOR. The County of Monterey Board of Supervisors, acting as the Local Workforce Investment Area (LWIA), is hereinafter referred to as "County" or Workforce Investment Board (WIB).

5. ADDITIONAL PERFORMANCE STANDARDS

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

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

6. PAYMENT/REIMBURSEMENTS/ADJUSTMENTS CONDITIONS-Additional Provisions

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

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

6.10. STAFF SALARY LIMITATIONS

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

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

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

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

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

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

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

7. ADDITIONAL TERMINATION CONDITIONS

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

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

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

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

10. RECORDS AND CONFIDENTIALITY – Additional Provisions

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

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

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

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

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

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

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

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

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

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

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

13. ADDITIONAL INDEPENDENT CONTRACTOR CONDITIONS

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

14. ADDITIONAL NOTICE CONDITIONS

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

15. ADDITIONAL GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

EXHIBIT E

GENERAL ASSURANCES AND CERTIFICATIONS WORKFORCE INVESTMENT ACT (WIA)

GENERAL ASSURANCES

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

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

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

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

EXHIBIT F

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

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

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

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

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

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

J. Jeff Fly
Applicant (Name of Authorized Representative)

CEO
Title of Authorized Representative

J. Jeff Fly
Signature of Authorized Representative

6-21-10
Date

EXHIBIT G

DRUG-FREE WORKPLACE CERTIFICATION

COMPANY/ORGANIZATION NAME: **Turning Point of Central California, Inc.**

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

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

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

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

CERTIFICATION

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

OFFICIAL'S NAME: (print)

OFFICIAL'S TITLE:

DATE EXECUTED:

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.

J. Jeff Fly
Applicant (Name of Authorized Representative)

CEO
Title of Authorized Representative

by: J. Jeff Fly
Signature of Authorized Representative

6-21-10
Date

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

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

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

EXHIBIT I

NONDISCRIMINATION ASSURANCE

During the performance of this Agreement CONTRACTOR agrees as follows:

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

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

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

J. Jeffrey

Applicant (Name of Authorized Representative)

CEO

Title of Authorized Representative

by: J. Jeffrey
Signature of Authorized Representative

6-21-10
Date