

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 core, intensive, on-the-job training (OJT) for disadvantaged adults. In addition to \$365,925 to the contractor, this agreement specifies that \$80,325 be retained by the County for disbursement to employers for OJT contracts.
2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 446,250.
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	Turning Point of Central California, Inc. P.O. Box 7447 Visalia, CA 93920
Address	Address
(831) 759-6644	Phone (559) 732-8086
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: [Signature]
County Counsel Deputy
Date: 7-7-10

Approved as to Fiscal Provisions²

By: [Signature] [Signature]
Auditor/Controller
Date: 6/22/10 7-7-10

Approved as to Liability Provisions³

By: _____
Risk Management
Date: _____

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

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

J. Jeff Fly, CEO
Name and Title

Date: 6-21-10

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

[Signature] CFO
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

PROGRAM DESIGN NARRATIVE

Turning Point of Central California, Inc. (Turning Point) will execute a program specifically designed for adult offenders and ex-offenders, which will place them in productive, work through on-the-job training (OJT). Turning Point will focus on comprehensive services to increase the employment, retention, earnings, and occupational skill attainment of Participants. Special emphasis will be placed on job retention and placement in unsubsidized employment as the measure of success and a primary outcome of the program.

Turning Point will be the lead agency on behalf of Participants for developing and contracting with receptive employers, and will monitor all processes to ensure mutually beneficial working relationships. To ensure comprehensive services are available to meet all training and support needs of Participants, the Agency will utilize its current linkages and collaborations with experienced providers in the county, including the One-Stop Centers.

To implement the Workforce Investment Act Title I Adult Services program, Turning Point will draw on 35 years of experience in successful Employment Programs for the court-involved population. The scope of services delivered will cover Core, Intensive and Training Services.

CORE SERVICES

Self-Directed: Eligibility, outreach, intake and orientation; initial assessment; access to CalJOBS and Internet browsing; employment statistics; resource room usage; information on the labor market, eligible training providers, One-Stop delivery system, Unemployment Insurance benefits, partner and service information; and information and/or referrals for supportive services. *Staff-Assisted:* Staff-Assisted Core Services include: job search and placement assistance; career counseling; follow-up services; job referrals; job development and placement; workshops and job clubs.

INTENSIVE SERVICES

Comprehensive assessment; case management; individual employment plan development; job readiness/retention training; group and individual counseling; career planning; short-term pre-vocational services; follow-up services and supportive services.

TRAINING SERVICES

Training services include OJT development; referral and placement in subsidized employment; employer agreement oversight; records and financial management; worksite visits and evaluation; coordination of concurrent support services; placement in unsubsidized employment; retention strategies.

EXTENT OF SERVICES

The Employment Program services will be made available to all individuals in Monterey County who are: 18 years of age or older; have a conviction record and are economically disadvantaged; Eligible under WIA criteria and able to provide documentation of such; court-supervised inmates; offenders and ex-offenders.

Service Sites:

Services and participant recruitment effort will be available at appropriate activity sites throughout Monterey County, including: Turning Point Employment Program Office; Monterey County Reentry Center; Monterey County One-Stop Centers; Parole and Probation Departments; Partner offices; facilities available through community-based organizations; OJT sites; public places where people gather. Turning Point anticipates that central operations for the OJT program will take place at its own facility in Salinas, with a staff of three: Employment Program Director/Case Manager; Employment Specialist; Eligibility Specialist.

As a partner, Turning Point will access facilities at all the One-Stop Centers, enhancing the delivery of Core and Intensive Services, providing on-site orientations, and conducting intake and assessment for interested customers. Turning Point will assist the One-Stop partner in coordinating services for the offender population. 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.

For participants with physical disabilities or other barriers to participating at our two facilities, Turning Point will coordinate service delivery through use of one of the One-Stop Centers and other community partners.

COLLABORATION AND INTEGRATION OF PARTNER SERVICES

Turning Point's primary mission is helping individuals achieve stability, self-sufficiency, training and ultimately long-term placement in gainful employment. It will be our responsibility to coordinate and provide all resources to meet the special needs of program Participants. To that end, Turning Point will collaborate with Monterey County organizations and service providers to coordinate a complete range of services for the Title I Adult Program.

As the Lead Agency for extensive program activities since 1975, Turning Point has established that the collaborative agencies and organizations they work with are experienced in providing the required services, knowledgeable in the needs of the target population and in compliance with governmental regulations.

Central to Turning Point's effectiveness in managing services will be continued participation in the local Workforce Investment system through electronic connectivity, coordinating all program linkages, referral procedures and data collection methods. The Agency will continue to connect Participant activities with the One-Stop System, to allow access to system services.

The One-Stop Centers, Monterey County Probation Department, California Department of Corrections and Rehabilitation and the Federal Bureau of Prisons are major agencies working with Turning Point. Turning Point's countywide network of government and non-profit agencies also includes the following:

Emp. Dev. Dept.	Project Literacy	St. Vincent de Paul's
Office for Emp. Training	Dorothy's Place	Sunrise House
WIC Program	Planned Parenthood	Sun Street Center
Monterey County:	Natividad Medical Ctr.	Second Chance
Dept. of Socl. & Emp. Svcs.	Women's Crisis Center	Shelter Plus
Health Dept.	Suicide Prevention Ctr.	Shoreline Occupational Ctr.
Housing Authority	Alcoholic's Anon.	United Way of Monterey Co.
Food Bk. for Monterey Co.	Narcotics Anon.	Veterans Transition Ctr.
Comm. Human Svcs. Agcy.	Dept. of Vocatl. Rehab.	Door to Hope
Men's Altern. to Violence	John XXIII AIDS Ministry	I-Help
Monterey County Jail	Salvation Army	Swinging Door

Productive working relationships with education and training resources are crucial to providing marketable skills to Turning Point's clients. Participants will be referred for their assessed education and training needs to: One-Stop Career Centers for services through Individual Training Account providers (for cases where qualified Participants have not been able to find jobs); Regional Occupational Programs (ROP); Adult Schools; Center for Employment training; community colleges; CSU-Monterey Bay.

DEVELOPMENT OF ON-THE-JOB TRAINING CONTRACTS

Turning Point will utilize its effective working relationships with numerous public, private non-profit and private employers. Turning Point's philosophy in training site and job opportunity development will be that of building productive relationships based on trust and reliability. OJT sites will be developed with a focus on employers committed to hiring Participants following training. The Agency will develop OJT services and enter into OJT contracts with each employer based on a template pre-approved by the County of Monterey Workforce Investment Board.

Development of OJT contracts and other job placements will be implemented through dedicated staff, marketing, employer education, and community activities.

One staff person will be dedicated to Job Development and employer education. All staff is well trained in this area, however, and will provide assistance as needed for responsive customer service.

Staff will conduct employment recruitment contacting at least 100 employers monthly, prospecting for new employment and training sites. Contacts will be tracked and follow-ups conducted to further develop employer interest.

Turning Point will conduct continuous active marketing to employers in and around Monterey County to promote awareness and encourage use of the WIA OJT Programs. Promotion will stress professional satisfaction, monetary savings and community awareness as three critical benefits to the employer.

Regular 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 worksite development: assess potential employer's needs and capabilities in working with OJT 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 information relative to the offender population.

OJT contract development will emphasize hiring into unsubsidized employment with the same employer.

The Agency will participate in Monterey County job fairs and community forums to publicize the benefits of WIA activities. 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, California Community Corrections Coalition, Central Coast Human Resources Association, and the Salinas Valley Business Women's Network.

Turning Point will keep abreast of the local employers' needs through research, survey and networking, and apply this awareness to OJT Development strategies. Turning Point will continue employer outreach and education efforts to replace stereotyped images with examples of productive, responsible individuals who have been helped by WIA programs. Turning Point will not use employers that abuse the program, do not treat participants fairly or do not follow the program regulations.

Types and Duration of OJT

Turning Point will assess potential OJT employment sites for job advancement opportunities, rate of pay, suitability to the Participant's skills and career or educational goals, and likelihood of retention. Actual placement will be the culmination of staff-assisted job development and the Participant's Individual Employment Plan. Turning Point will ensure, through aggressive marketing and utilizing established employers, that at least 50% of the OJT wage set aside funds will be targeted to the WIB Policy #2005-8 established five (5) industry-specific clusters.

OJT agreements will be brokered with reputable employers at an average wage rate of \$10.00 per hour, for a minimum of 160 hours (but not to exceed WIA time limitations). The projected average length of training is 8 weeks. OJT's will target occupations with Specific Vocational Preparation Code of 2 or greater (minimum 30 days training).

Turning Point will target the WIB approved five (5) industry-specific clusters for Monterey County in developing OJT training sites. The associated occupations of the selected clusters will meet an average entry-level wage of at least \$10.00 per hour and involve less than 6 months of training. At least fifty percent (50%) of OJT funds will be dedicated toward training in the targeted occupations. The occupations will be targeted through specific Job Development as follows: Phone calls; mail outs; attendance at job fairs; drop-in employer contacts; collaborations with community and partner agencies; attendance at Chamber of Commerce events; employer education; membership in community clubs and/or presentations at such; current employer appreciation activities. An internal self-audit tool will be utilized for monthly reviews to track OJT industry cluster compliance. Recruitment adjustments will be made as/if necessary. Documentation of OJT development efforts will be kept in support of efforts to meet the WIB industry-specific cluster policy and for self-analysis of Turning Point's policy plan.

To focus training services and career counseling, we will use the Monterey County Occupational Outlook Survey, O*NET, VOS, labor market occupational surveys, and other information resources as is needed or beneficial. As the labor market varies tremendously for the offender population, Turning Point will conduct regular local labor market surveys relative to realistic employment opportunities for court-involved individuals.

Local labor market demands will be considered in assessment of overall OJT coordination, in order to coordinate needs of area business and industry in placing potential long-term employees.

During the term of this contract, a maximum of three OJT contracts can be written for one employer without seeking prior approval from WIB staff.

During the term of this contract, a maximum of two OJT contracts can be written for any WIA title I enrolled participant without seeking prior approval from WIB staff. Should a third OJT contract be required, prior approval and a justification must be submitted to WIB staff prior to implementation.

Target Enrollment Population

Turning Point will seek to enroll program Participants from the population of Monterey County, with the minimum age of 18. Services will be targeted to WIA eligible, Monterey County Adults (18 years of age and older) who face multiple barriers to employment, and are low income as defined by the WIB Policy #2009-01 (150% LLSIL).

All Participants will be offenders and be included in one or more of the following categories per the percentages mandated by WIB Policy #2005-4:

Homeless – 5%	Offenders – 20%
Disabilities – 16%	TANF – 12%
Veterans – 10%	Older Workers – 5%
HS Dropout – 20%	Limited English – 10%

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

Central – 10%	West – 10%	South – 10%	North – 10%
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The Agency anticipates that the targeted population will have substantial barriers to employment. Such barriers will be similar to those faced by Turning Point’s current Employment Program Participants. These include: Felons; Federal Inmates; Parolees; Adult and juvenile conviction records; Local gang and threat group affiliation; Lacking work history/skills; No employment experience; No high school diploma; no verifiable GED; Drug and alcohol dependency; Homeless; Lack of drivers license; In need of medical/dental care; owing back child support.

Turning Point Adult Employment Program will serve the hardest to serve individuals. While 100% of the individuals served will be “offenders,” specific recruitment will be conducted to achieve the WIB Adult Service Strategy Goals as follows:

- **HOMELESS** – individuals will be recruited through conducting orientations at shelters, recovery programs, through Parole and Probation groups, and other venues where homeless men and women gather. Flyers will be mailed out and posted to/at churches, clinics, social service agencies, etc. to further target this population.
- **OFFENDERS** – will be recruited through State Parole, County Probation, Federal Probation, newspaper advertisements, Police and Community Team (PACT) Meetings, orientations at community agencies serving offenders, Monterey County Jail, flyers, attendance at community forums, Churches and relationships with Social Service Agencies.
- **DISABILITIES** – recruitment for individuals with disabilities will be done with Department of Social Services, Department of Vocational Rehabilitation, Employment Development Department and Recovery Centers.
- **TANF** – individuals in this category will be recruited through the Department of Social Services, shelters, and recovery centers.
- **VETERANS** – will be recruited through the Veterans Transition Center of Monterey County and Employment Development Department.
- **OLDER WORKERS** – individuals in this category will be recruited through Alliance on Aging and Employment Development Department.
- **HIGH SCHOOL DROPOUTS** – will be recruited through Salinas Adult School and Employment Development Department.
- **LIMITED ENGLISH** – individuals in this category will be recruited through Salinas Adult School, and CET.

Collaborations with Partner and Community agencies will also target the above specific group 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 adult 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 Point’s policy plan.

Remediation Strategy for Adult Barriers

Turning Point will apply a methodology of established success to facilitate remediation for adult offenders, and work to solve or reduce their numerous barriers to employment.

The Agency will:

1. Demonstrate understanding that this population needs work for survival. Provide appropriate services and referrals to address the basic presenting needs as quickly as possible (If basic needs are not met, statistics show that this population resorts to life choices that often involve crime.) Be aware of this target population’s need for “Level One Happiness” (instant gratification), and commence services promptly within two working days after an individual’s initial inquiry. Address literacy with existing program services and community resources.
2. Provide intense “hand-holding” at the commencement of services, gradually assisting the individual in building a support system and developing appropriate growth toward self-reliance. Build trust by “saying what we do and doing what we say.”

3. Maintain a friendly, respectful and positive environment for services that teaches and models pro-social/interpersonal skills. Maintain a professional demeanor at all times, seeking all opportunities to model good work habits and reinforce progress by participants.
4. Start the deprogramming process for the institutionalized individual by teaching decision-making skills, self-discipline, initiative, how to cope with hostility and aggression, and developing self-esteem. Recognize the good in this population and assist them to see this also. Foster the positive contributions that these individuals can make and provide positive reinforcements for change.
5. Further support for the offender's behavior changes by working with the entire family whenever possible. Recognize and address the cynicism and doubt that frequently undermine family support. Assist individuals in moving from the victim role to taking responsibility for their actions.
6. Turning Point will implement specific activities to address barriers to employment as well as presenting issues that need prompt resolution.

The Agency will:

1. Work closely with the Applicant's parole/probation officer, recovery sponsor and other social supports, etc. in providing seamless services and support.
2. Partner with community recovery centers in support of Applicants' recovery.
3. Maintain and continue to develop partnerships with private and public Housing Advocacy entities to meet basic need for housing.
4. Collaborate with community gang and victim awareness specialists in staff education and services.
5. Provide a flexible work schedule for those who need early morning, evening and/or weekend appointments.
6. Structure services for daily contact as long as necessary to aid the reintegration process.
7. Provide services packaged flexibly, creatively and attractively to hold the attention of an often skeptical, attention deficit population.

PROGRAM FLOW

Pre-Enrollment Activities

Outreach / Recruitment

Turning Point will present orientations on the WIA program and its offerings to incoming program potential Applicants. Orientations will be regularly scheduled (with optional scheduling to respond to individual needs) and will describe WIA program offerings, requirements and services, including One-Stop Career Center services.

Turning Point will conduct outreach and recruitment on a countywide basis. The agency will identify the population segment that will benefit most from WIA intensive services. Outreach and recruitment will be implemented through the following activities: Turning Point will work in partnership with and conduct orientations at all of the One-Stop Centers and service provider locations. Turning Point will continue to implement an effective procedure for referrals from the Monterey County Probation Department, Federal Probation Department, and the State Parole Office.

Staff will provide regular outreach presentations at group facilities throughout the county, such as recovery centers; emergency shelters, and churches.

Turning Point will participate in community-based events, with an informational booth where staff will provide materials and promote the program.

The Agency will distribute flyers to public locations throughout the county (grocery stores, libraries, and churches), as well as sites frequented by the target population (such as clinics, hospitals, or county facilities).

Turning Point will recruit through its current extensive outreach system, utilizing local newspapers, community organizations, businesses, public agencies, military recruiting centers, and community-based informational and job fairs.

Turning Point will enlist the assistance of successful program Participants for recruitment and referrals.

In addition to the offender population, Turning Point will recruit individuals as identified in the WIB Adult Services Strategy.

Intake and Eligibility

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. The Agency will ensure the use of objective evaluation

criteria to effect an impartial determination. Turning Point determines eligibility using the WIA Eligibility Technical Assistance Guide (TAG) in determining whether WIA is the most appropriate service for the interested individual. Turning Point will ensure that recruited individuals will be assisted through the three initial phases of Intake before registration as a Participant in the VOS case management system.

1. **Eligibility documentation gathering:** Turning Point's Eligibility Specialist will assist individuals through the intake and eligibility process to promptly determine valid qualifications for WIA-funded services. The Eligibility Specialist will assist individuals in accessing eligibility documentation as necessary. Turning Point will follow an established internal Eligibility assurance method: The Eligibility Specialist collects and verifies all required documents from the Applicant. The Program Director reviews the Eligibility documents and returns them to the Eligibility Specialist to start the Applicant's file.
2. **Provision of core service:** At the time of eligibility and intake Applicants will be entered into the VOS shared Case Management system collecting all personal data for the Common Intake. Initial identification of the employment and training activities and services that would be appropriate for the individual will be made. Applicants will receive orientation to our Resource Room (computers and software, work space, directories for self-directed job search). Suitable employment and training activity availability will be determined. Comprehensive program information will be provided. Core Service provision will be documented in the Applicant's file.
3. **Certification of eligibility:** When all documents needed to substantiate WIA eligibility have been gathered, reviewed and verified, and a core service provided, a decision of whether the program can benefit the individual will be determined, and selection for participation will be made. Eligibility queries will be directed immediately to the appropriate Office for Employment Training staff for direction. A file will be set up on each Applicant at the time Eligibility is determined.

WorkKeys® Assessments and Worldwide Interactive Network (WIN) Training

1. **WorkKeys® Assessment Process:** Turning Point will administer the WorkKeys® testing for all OJT participants prior to or within 30 days following the start of the OJT contract. 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 OJT 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 OET 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.

Information and Referral:

Referral System for Ineligible Individuals

If Turning Point determines during Pre-enrollment activities 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 organizations that are more appropriate or continue to receive core services as appropriate. Turning Point will utilize a network of collaborative service providers, including the One-Stop Centers. Referrals will also be made for those who through assessment have been determined to need specialized pre-employment services not available through WIA programs.

Non-eligible individuals will not merely be given telephone numbers and sent on their way. Instead, an attentive transition process will be started when Staff calls appropriate service partners, assessing the optimum match, and then "hands off" the individual with a commitment to continue referral support until suitable services are secured.

It is anticipated that a portion of Applicants otherwise eligible for WIA services will require resolutions to medical, psychological, legal and other issues, prior to consideration for Intensive and OJT services. For these Applicants, Turning Point will make a referral within its countywide alliances of professional entities. Turning Point will oversee this support service transition and maintain contact with the Applicant and service provider with the goal of resumed services at the appropriate time.

Enrollment

When Turning Point has determined that an Applicant is WIA eligible and would benefit from OJT program services, the Agency will enroll him/her into intensive services. Completed enrollment documents will be entered into the VOS electronic case management system. The Participant is referred to the Case Manager upon Enrollment to start the Objective Assessment process.

WIA PARTICIPANT ACTIVITIES

Objective Assessment

Assessment will start with the first contact an individual makes and continue throughout all service delivery to allow for Participant's growth and changing needs. An Assessment Interview "Statement of Understanding" will be used with the Applicant before the Objective Assessment begins, to aid him/her in understanding the evaluation process and its importance in helping secure and retain the right job. Turning Point will provide flexibility in completing the Objective Assessment service component, to allow for workshops and other activities that will provide in-depth evaluation.

Turning Point's Case Manager will provide a comprehensive Objective Assessment for each Applicant, consisting of an examination of the individual's capabilities, needs and vocational potential in order to develop a service strategy and employment goal. Assessments will be client-centered and evaluate employment barriers, taking into account the Participant's family situation, work history, education, occupational skills, interests and aptitudes (including those for nontraditional occupations). Also critical to evaluation and planning will be assessing attitude towards work, motivation, behavior patterns affecting employment potential, financial resources and needs, and need for Supportive Services. Recognizing the influences and experience of most offenders, the Agency will also closely observe Applicants' social and interpersonal skills as indicators of how well they can communicate and work with others.

Pre-assessments from Monterey County Reentry Center's Case Managers and probation/parole 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 and conviction records relevant to their employability potential (but not always readily provided by offenders). As most of Turning Point's Applicants have drug and alcohol abuse histories, collaboratives and partnerships with community-based organizations treating these individuals will provide additional expert assessment regarding job readiness and potential barriers to employment.

Because most Applicants will have virtually no work history and multiple barriers, the majority of them will enter into a more in-depth assessment with the Employment Specialist (for extended evaluation of aptitudes and interests, work habits and skills). Continued assessment structured to best meet the objectives 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 Applicant's employment goals providing important feedback and career counsel.

Staff will be scheduled for and take part in Assessment Training opportunities on a regular basis or as they become available in the local area. Staff will regularly attend Labor Market informational trainings and seek out such information through employer interviews and on-line to aid the assessment process.

Case Management

Case Management will commence when assessment reflects that the individual is unable to obtain and retain employment through Core Services, and will continue throughout all service delivery, including follow-up. The Case Manager will prepare and coordinate comprehensive employment plans for Participants to ensure access to the necessary training and supportive services, use of computer-based technologies, and job and career counseling during program participation and after job placement. The Case Manager will be specifically trained and assigned to manage individuals throughout their service, and will lead the staff in a client-oriented, team approach for the most inclusive and supportive mentoring of individuals with multiple barriers.

Turning Point will conduct weekly Case Management meetings to review each Participant's case. Evaluation findings will be documented in case notes and a consensus reached in service delivery strategy for the upcoming week. Turning Point holds the attitude that case management is an integral part of job retention, vital to a trusting and responsible relationship with the Participant that enables staff to provide optimum support throughout the reintegration process.

The Case Manager will prepare an internal report, documenting biweekly meetings with each Participant, that structures client services and support in addition to the Individual Employment Plan. The Case Manager will conduct bi-weekly meetings with each Participant where Marketable Work Habits Training continues. This vital training for Turning Point's Participants will teach them "how to keep a job" and "how to advance on the job." Experience has shown us that such instruction is best delivered not only while the Participant is in training, but throughout follow-up, when the concepts are more meaningful in real working environments.

Turning Point will also ensure that the full range of Core and Intensive Services are available to Participants as part of their Case Management plan. Collaboratives and Turning Point's wide range of community linkages will be utilized to support Participants' objectives. Counseling, intervention activities and collaboration with partner agencies such as the One-Stop Career Center will be part of the matrix of services to ensure employment success.

Individual Employment Plan (IEP)

The Case Manager will develop with the Participant an IEP outlining his or her employment goals and the services required to realize those objectives. The results of the Objective Assessment and an overview of the Applicant's status will form the basis of the IEP.

The IEP will include: Participant's employment goal(s); rationale for employment goal selection; barriers to employment; counseling regarding non-traditional work; educational opportunities; labor market; self-sufficiency requirements; Participant's objectives and any need for support services. Turning Point will use the IEP as a "road map" guiding the Participant on the path to self-reliance with clearly identified employment goals. The document will be signed and dated by the Case Manager and the Participant.

The IEP will be reviewed by the Case Manager 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 the Case Manager in the IEP.

Supportive Services

Turning Point will provide information and referral for Participants needing Supportive Services, starting with self-directed Core Services. Supportive Services include transportation, childcare, tools, food, clothing, and housing. 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 their objective of self-sufficiency in mind.

Participants enrolled into Intensive Services who are in need of Supportive Services and unable to meet these needs through their own resources, or those of other service providers, will be enrolled into the "Supportive Service" activities. These services will be provided by Turning Point only for necessities required for individuals to participate in Title I activities.

Employability Workshops

Employability Workshops will be provided to program Participants concurrent with Core, Intensive and Training services.

Counseling (both group and individual) and workshops will focus on:

Life Skills: soft skill development; cognitive skills for behavior change; emotional and physical wellness; substance abuse; anger management; relationships; self-sufficiency; goal setting; financial planning; transportation; housing. *Pre-employment Skills:* gathering information; identification of skills; "portfolio" development; applications; resumes; interviewing; job search; phone

etiquette; writing and basic office machine skills; employer expectations; job retention. *Marketable Work Habits*: grooming; reliability; punctuality and attendance; effective communications; conflict resolution; teamwork, problem solving, ethics; career advancement.

Participant Referral To Job 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 workshop training, and well-researched information on the prospective training site; they will also be assisted with interview clothes, transportation, etc. as needed. Before the meeting, Turning Point will provide "need to know" information to the employer, addressing the individual's record, conditions of court supervision, and IEP information. Directly following the interview, Turning Point staff will conduct an interview with both parties. An OJT Agreement is developed with the employer following a successful interview. A negative interview is analyzed and factored into employer compatibility and the Participant's ongoing assessment. Turning Point will screen OJT sites relative to Participant's parole conditions to avoid compromising the parole or the worksite. Turning Point will also seek local business OJT sites based on advanced knowledge of their stated restrictions for hiring ex-offenders. Turning Point will not broker OJT's with employers who have exhibited a previous pattern of failing to provide agreed upon training obligations or fail to provide the OJT Participant with benefits equal to other employees doing the same kind of work for the same length of time.

PARTICIPANT ON-THE-JOB TRAINING

Based on the Individual Employment Plans, Turning Point will immediately seek OJT opportunities with local employers for program Participants. Turning Point will enter into an OJT Agreement (template pre-approved by the County of Monterey WIB) with the employer who will provide training.

OJT's will be developed only for Participants who have received at least one Core Service and whose assessment projects that the individual cannot secure employment without training.

The OJT employer will provide occupational training to the WIA Participant in exchange for the reimbursement of up to 50% of the wage rate to compensate for the employer's extraordinary costs.

An OJT Agreement will be limited to the period of time required for a Participant to become proficient in the training occupation. This will be calculated based on the skill requirements of the occupation, academic and occupational skill level of the Participant, prior work experience and the Participant's IEP.

Turning Point will broker OJT with employers in the public, private non-profit, or private sector, identifying and targeting employers committed to hiring Participant following training.

OJT training will take place in local industries such as: business services; health and human services; hospitality and food services; retail and sales; construction; transportation; maintenance; metal fabrication and repair; machine work; and others to include all of the WIB established Industry-Specific Clusters.

Staff will seek Participant training opportunities in industries that project faster than average job growth rates and provide an environment and wages that meet Participant's living and financial needs.

Worksite Visits

Turning Point staff will visit Participants' worksites monthly and conduct evaluations. Evaluation forms will have been 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 will start most of Turning Point's Participants documented credibility in the world of work. Many will be used in interviews, as prior Participants seek career advancement, to evidence that they have truly changed behaviors.

OJT 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.

Counseling

Counseling will begin at the commencement of staff-directed Core Services. Counseling services will be delivered both individually and in group activities. Individual Employment Plan counseling will be provided on a regularly scheduled basis as soon as the plan is developed and continued until the completion of each objective.

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's specific tools to aid in career counseling will include the PAR Self-Directed Search (a guide to educational and vocational planning), the TABE (Tests of Adult Basic Education), Occupational Exploration Guide (a guide to career, learning and lifestyle options); a values and communications assessment; a variety of on-line assessment tools such as the O*NET and VOS.

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; most of our clients' vision of a place of work is based on institutional and "on the streets" work experiences.)

It is anticipated that many program Participants will require professional counseling for serious issues such as mental health, cognitive problems, domestic violence, drug and alcohol dependency, reintegration and violent crimes backgrounds. Turning Point will utilize linkages and collaborations with local services for individual counseling.

PLACEMENT IN UNSUBSIDIZED EMPLOYMENT:

Hiring of a program Participant into long-term unsubsidized employment will be the goal of all program components. To this end, Turning Point will strive to foster Participant success from intake/eligibility through assessment/counseling and throughout the training period. Turning Point plans a placement rate of 77% or higher.

Turning Point's placements into unsubsidized employment will do so following an OJT opportunity

Turning Point has a well-developed job development system and all staff are committed to job development and retention. The Job Placement Coordinator will research and develop opportunities for program Participants that provide skill development in employment areas projected to have a faster than average growth rate and that will lead to self-sufficiency.

Specific steps Turning Point will take to support placement are as follows:

1. Staff will develop each OJT with complete honesty, providing all need-to-know criminal history and related information to the employer. This will establish a foundation of trust in the working relationship.
2. Staff will provide immediate and ongoing education and support to the employer regarding the special issues of the offender and addict population.
3. Staff will seek out work environments supportive of the offender's recovery.
4. OJT's will be developed specifically for each individual and focused on making a good job match taking into account the goal of long-term placement.
5. Staff will continually seek out new employers through cold calls, qualified referral contacts and networking.

JOB RETENTION:

The Agency's foundation for helping Participants retain their jobs will begin with Core Services, and continue throughout Intensive Services, Training, and Follow-Up. Turning Point will continue to implement an established strategy for retention.

Because the court-involved population is at considerable risk of returning to old behaviors, Turning Point will facilitate the development of Participant support networks with the agency's collaboratives and linkages. Turning Point's staff will educate each employer on the Participant's risk factors (such as substance abuse, institutionalized behavior, etc.) to afford prompt intervention with counseling and related services. For those Participants at greatest risk, referrals to community counseling and recovery programs will be provided and monitored.

Turning Point will monitor each Participant closely throughout program services and for a minimum of twelve months after job placement. All contacts will be documented in the Participant's file and reviewed regularly at full case conference to assess for maximum support.

Turning Point will enlist successful program graduates and the employer community in mentorship activities. To support long-term employment, we will focus on OJT opportunities in supportive environments with high potential for job satisfaction, skills development, wage increase and industry growth.

Follow-up Services

Follow-up Services will start after exit and will be conducted at a minimum of; 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.

Contacts will not be limited, however, to the WIA-mandated schedule and will be conducted as an individual's needs indicate. Turning Point will follow up through: phone contacts; work site visits; mail correspondence; employer and support system contacts; retention strategies. Pay stubs will be collected for review of EDD wage-based reports.

The Agency will continue to be available to all individuals following placement in all unsubsidized employment. Placed adults will be encouraged to maintain regular office contacts, and form support groups. Training graduates and their employers will be invited to follow-up recognition and awards celebrations organized by Turning Point. Community links already in place will continue. Should reemployment become necessary, Turning Point will offer a full array of employment services.

For ongoing program development, focus groups of active Participants and graduates will be held under the Agency's auspices to gather realistic responses and recommendations for program improvement.

MONITORING:

Program Monitoring

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 staff review. All staff will be briefed in compliance and implementation of WIA contract components so that they will be considered de facto "monitors," and will be able to identify and report any issues affecting program effectiveness.

Weekly staff meetings will be conducted to review performance, outcomes and status of objectives. Program structure is adjusted immediately to correct any ineffectiveness.

At the commencement of Program Services a master file will be prepared for each Participant. This file will serve as a conduit to hold all Participant paperwork, track progress, and 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 which will include: case notes; IEP; OJT Agreement and all related paperwork such as Obligation of Funds; Monthly Report of Expenditures and Needs-Based Payments; Case Management forms such as monthly evaluations and bi-weekly follow-ups. Each active file will be audited at least monthly for contract compliance and client services. Any internal file audit findings will be corrected immediately.

The Employment Program Director will review every newly completed file and every exited file, conducting a comprehensive audit of Program compliance factors.

Turning Point will utilize a well-developed internal system to monitor all program activities. This covers: Client and Employer Information; Exit and Follow-Up Tracking; Obligation of Funds Activity; Participant Activity Tracking. The Agency has an established professional MIS system for ready 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 MIS department and work cooperatively for resolution to maintain program effectiveness.

Each inquiry for program information is documented to include the outcome of the inquiry. This information is maintained in an Excel database to track information and referrals on inquiries.

Fiscal Monitoring

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

The Chief Financial Officer provides all above entities with a monthly Operating Statement and Expenditure Report. These are reviewed monthly to assure program monetary goals are in accordance with objectives and performance measures. Should any discrepancies be reflected they 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 weekly.

Support Service expenditures will be closely monitored and tracked by the Case Manager. The Case Manager will update this Report twice a month and provide all staff with a copy for review and adjustment if necessary. Participant Support Service needs that cannot be met through any other means will be purchased with WIA money (which is accounted for in the budget) and documented in financial records.

All support services and program operation purchases must be pre-approved by the Employment Program Director or, if over \$500, by the Deputy Regional Director and, if over \$1,000, by the Chief Operating Officer. Receipts must reflect approval before being forwarded to the fiscal department.

Turning Point will continue to implement employer reimbursements with procedures that track the obligation of funds and accuracy in reporting and calculation. Turning Point will monitor employer reimbursements through:

1. Instructing employers in use of Participant Time Sheets.
2. Pickup of Participant Time Sheets for timely submittal.
3. Case Manager verification of employer calculation for reimbursement.
4. Completion of County of Monterey Office for Employment Training "Monthly Report of Expenditures for OJT Contracts" form.
5. Calculation of the balance of hours and money obligated to each OJT employer.
6. Time Sheet and Expenditure Report verified and approved by the Employment Program Director.
7. Completed forms processed and distributed; information updated in Obligation of Funds Tracking form.

ADDITIONAL SERVICES:

Turning Point will offer residential substance abuse treatment, housing, food, daily supervision and a variety of other support services for State Parolees and Federal Probationers at its residential facility across the street from the Employment Program office.

Turning Point's mission is to provide a program and services to ex-offenders, which assists them in restoring their dignity through work, economic self-sufficiency and social responsibility. According to experts in the field, "The cycle of returning to prison can be broken only if several conditions are met. The parolees must be free of substance and alcohol abuse. They must have permanent housing and social support. And they need steady employment."

Turning Point will ensure that Title I Adult Program Services are available to eligible men and women in our community. We believe they have the right to receive the knowledge, skills, direction and support essential to gaining meaningful employment, self-sufficiency, and a place in society.

As the Lead agency, Turning Point will work assiduously to oversee and coordinate the activities of all partners, and foster an environment of mutual support in meeting program objectives. With a knowledgeable staff and sound record of contract fulfillment, we will continue to build our experience and refine internal procedures developed for compliance with WIA law, as well as work toward continuous improvement in our Employment Program services.

2. PROGRAM OBJECTIVES NARRATIVE

Enrollment Goals / Total Exit Adult Performance Goals

- We will enroll 60 individuals into Intensive services. All of these enrollees will be in need of job training services.
- At least 46 participants (76% of all enrollments) will enter unsubsidized employment with their training employer, or another employer.
- At least 46 participants (76% of all enrollments) will still be working at the third quarter after exit follow-up.
- All individuals that retain their employment during the follow-up period will realize an adult earning gain of at least \$3,500, and a much higher quality of life.

Turning Point's Enrollment Goals and Performance Measures are projected in the Program Operating Plan attached. The Agency plans to enroll participants from Monterey County in the WIA program beginning July 1, 2010 and continuing through March 31, 2011. Enrollment is projected as follows:

July – September 2010: 19 participants October – December 2010: 37 participants

January – March 2011: 60 participants April – June 2011: 60 participants

We project 100% enrollment for each quarter in each program activity.

Methodology to Achieve Enrollment Goals

The total number of persons served from the targeted groups across the County will be 60. All of these individuals will be in need of job training services.

Enrollment goals will be achieved through Turning Point's extensive Outreach and Recruitment plan (detailed in the Program Design Narrative #1). Applicants will be referred primarily by the California State Parole Department and the Monterey County Probation Department. Some referrals will be from the Federal Probation Department. Enrollment goals will also be met by countywide recruitment through publicity, such as advertising in local newspapers, liaison with community-based organizations, job fairs and events, and presentations promoting program benefits.

Orientation will clarify that men and women in the program will be valued as individuals from the outset. Both Turning Point's and participants' commitments will be clearly defined, and the profound benefits of finding sound, lasting employment emphasized. Turning Point's methodology takes into account the effects of institutional environments that have in many cases shaped the behavior and outlook of the individuals we seek to serve. For over three decades, the Agency has developed a highly effective approach for engaging men and women with serious attitude issues such as distrust, manipulation, a profound sense of defeat, instability, ignorance and fear. Every aspect of outreach and recruitment will communicate that Turning Point can be trusted to help and provide an array of practical solutions in a consistent, professional manner.

Turning Point staff is knowledgeable in working with the target population, and cognizant of the need for patience and consistency, at the same time challenging clients to grow in responsibility and self-discipline. The Agency will foster a partnership approach with clients to increase self-esteem and a sense of ownership in keeping the job that *they* "worked to get."

As part of Turning Point's methodology for achieving the final exit performance goals, all participants will enroll in all Intensive Services components. The target population will have extensive needs in every Intensive Service category, and the Agency's 33 years of experience in Employment Programs has seen the highest results achieved through a "total immersion" approach. Attentive Case Management will determine the actual extent of participation for each individual.

No enrollments will be carried in from prior contract year.

Performance objectives for program elements in Intensive Services and methodology to accomplish are as follows:

1. 60 participants (100 percent) will be availed of case management services. Method: A Case Manager will be assigned to every participant who will plan and guide services/needs and document the progress of each participant in their individual case file.
2. 60 participants (100 percent) will have a comprehensive assessment. Method: Assessments will utilize Partner and Program-administered assessments as described in the Program Narrative section. These assessments will be documented in their case services file.
3. 60 participants (100 percent) will have an Individual Employment Plan developed. Method: The plan will be based on assessment results and mutually agreed upon by client and staff. Staff will update and document objectives and outcomes.
4. 60 participants (100 percent) will participate in group counseling. Method: Regularly scheduled individual and group sessions will be conducted and attendance documented for each session.
5. No work/entry employment experience will be offered.
6. 60 participants (100 percent) will participate in individual and career planning. Method: Staff will conduct regularly scheduled counseling sessions and document these in the case file, noting areas of progress toward goals and problem resolutions.
7. No short-term pre-vocational services will be offered.
8. No internships will be offered.
9. 60 participants (100 percent) will be enrolled in (OJT). Method: Job placement and retention are primary objectives of the program. This includes helping clients complete OJT and continue to work for the same employer. Central to a successful retention strategy is knowing what the participant can do and what the employer needs. Thorough assessment of our clients and employer screening will be the foundation for a good match from the beginning. Turning Point's staff

will educate each employer on the participant's risk factors (such as substance abuse, institutionalized behavior) to afford prompt intervention with counseling and related services, thereby minimizing the possibility of termination.

WIB Training and Meeting Attendance

Turning Point agrees to participate in all training programs offered and coordinated by the Monterey County WIB and its staff. These trainings and events include, but are not limited to, adult program elements identified in the WIA, enhancing team building and coordination between partner agencies, reporting monthly subcontract performance updates to the WIB's Oversight Committee and other subcommittees of the WIB as appropriate, Virtual One Stop (VOS) system training and program upgrades, fiscal operations, working with hard to serve clients and any other pertinent training offerings as deemed appropriate by WIB staff that are designed to improve administrative and/or programmatic services.

Total Exits and Performance Measures

1. 46 participants (76 percent of 60) will enter unsubsidized employment. Method: Job retention strategies and inclusive Case Management will support long-term employment.
2. 14 participants (24 percent of 60) will have other types of exits. Method: Other exits will be documented and tracked. Whenever possible, other exits will be guided toward a positive employment outcome or other training opportunity.
3. 46 participants (76 percent of 60) will enter unsubsidized employment following OJT. Method: Through comprehensive case management and placement activities, Program staff will document the attainment of unsubsidized employment for participants completing OJT.
4. 46 participants (76 percent of 60) that are employed in the first quarter after exit will realize an adult earning gain of \$3,500 or more. Method: Effective job development will result in permanent employment with pay rates that support self-sufficiency.
5. 46 participants (76 percent of 60) will be employed in the first quarter after the exit quarter. Method: Program staff will maintain contact with participants and/or employees to track the job retention status of each participant. Services will be provided as needed to promote job retention.

Methodology to Accomplish Performance Goals

Job retention will be a primary objective of our program. This includes helping clients complete OJT and continue to work for the same employer. Central to a successful retention strategy is knowing what the participant can do and what the employer needs. Thorough assessment of our clients and employer screening will be the foundation for a good match from the beginning. Turning Point's staff will educate each employer on the participant's risk factors (such as substance abuse, institutionalized behavior) to afford prompt intervention with counseling and related services, thereby minimizing the possibility of termination.

Close liaison with area business and industry will help us train specifically for local labor market needs. The Agency will seek advice from the local Workforce Investment Board and the private sector to tailor pre-employment services so our clients will be working toward realistic goals.

To ensure job retention objectives are met, Turning Point will monitor the participant closely throughout program services and for a minimum of twelve months after job placement. Turning Point will refer participants to support networks with many community agencies and organizations, provide for professional counseling, and enlist mentors from successful program graduates. To support long-term employment, Turning Point will focus on OJT opportunities with high potential for job satisfaction, skills development, wage increase and industry growth.

Individuals who have "graduated" to long-term employment will be encouraged to make regular office contacts and form support groups. They will continue to be supported by Turning Point services and be recognized for their accomplishments.

WIA PARTICIPANT EXIT STRATEGY BASED ON THE ADULT COMMON PERFORMANCE MEASURES:

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

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

- a. Determine if the participant needs additional "planned services", prior to exit.

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

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

a. Entered Employment

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

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

Number of adult participants who exit during the quarter

b. Employment Retention

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

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

Number of adult participants who exit during the quarter

c. Average Earnings

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

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

Number of adult participants who exit during the quarter

Payment Provisions

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

AGENCY: TURNING POINT OF CENTRAL CALIFORNIA, INC
ADULT 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	2000.0.15	CORE SERVICE	2000.0.04	INTENSIVE	TOTAL	Quarterly Plan				
							9/30/10	12/31/10	3/31/11	6/30/11	BUDGET
8500	SERVICES AND SUPPLIES	\$ 103,527.00	\$ 131,761.98	\$ 235,288.98	\$ 58,822.25	\$ 117,844.49	\$ 176,466.74	\$ 235,288.98			
8500	Building Rent	\$ 12,630.00	\$ 16,074.00	\$ 28,704.00	\$ 7,176.00	\$ 14,352.00	\$ 21,528.00	\$ 28,704.00			
8500	Building Maintenance and Repair	\$ 1,551.00	\$ 1,974.00	\$ 3,525.00	\$ 881.25	\$ 1,762.50	\$ 2,643.75	\$ 3,525.00			
8500	Janitorial	\$ 352.00	\$ 448.00	\$ 800.00	\$ 200.00	\$ 400.00	\$ 600.00	\$ 800.00			
8500	Utilities	\$ 1,320.00	\$ 1,680.00	\$ 3,000.00	\$ 750.00	\$ 1,500.00	\$ 2,250.00	\$ 3,000.00			
8500	Postage and Shipping	\$ 132.00	\$ 168.00	\$ 300.00	\$ 75.00	\$ 150.00	\$ 225.00	\$ 300.00			
8500	Office Supplies	\$ 2,046.00	\$ 2,604.00	\$ 4,650.00	\$ 1,162.50	\$ 2,325.00	\$ 3,487.50	\$ 4,650.00			
8500	Computers/Hardware/Peripherals	\$ 2,068.00	\$ 2,632.00	\$ 4,700.00	\$ 1,175.00	\$ 2,350.00	\$ 3,525.00	\$ 4,700.00			
8500	Equipment Maintenance	\$ 2,068.00	\$ 2,632.00	\$ 4,700.00	\$ 1,175.00	\$ 2,350.00	\$ 3,525.00	\$ 4,700.00			
8500	Equipment Lease/Rental	\$ 1,672.00	\$ 2,128.00	\$ 3,800.00	\$ 950.00	\$ 1,900.00	\$ 2,850.00	\$ 3,800.00			
8500	Communications/Internet	\$ 1,716.00	\$ 2,184.00	\$ 3,900.00	\$ 975.00	\$ 1,950.00	\$ 2,925.00	\$ 3,900.00			
8500	Insurance	\$ 746.00	\$ 949.00	\$ 1,695.00	\$ 423.75	\$ 847.50	\$ 1,271.25	\$ 1,695.00			
8500	Employee Travel	\$ 484.00	\$ 616.00	\$ 1,100.00	\$ 275.00	\$ 550.00	\$ 825.00	\$ 1,100.00			
8500	Employee Training	\$ 2,090.00	\$ 2,660.00	\$ 4,750.00	\$ 1,187.50	\$ 2,375.00	\$ 3,562.50	\$ 4,750.00			
8500	Outreach/Printing	\$ 880.00	\$ 1,120.00	\$ 2,000.00	\$ 500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00			
8500	Other Professional Services-Audit	\$ 88.00	\$ 112.00	\$ 200.00	\$ 50.00	\$ 100.00	\$ 150.00	\$ 200.00			
8500	TOTAL SERVICES AND SUPPLIES	\$ 29,843.00	\$ 37,981.00	\$ 67,824.00	\$ 16,956.00	\$ 33,912.00	\$ 50,868.00	\$ 67,824.00			
	CENTRAL OPERATING EXPENSE (INDIRECT)	\$ 15,757.00	\$ 20,055.02	\$ 36,812.02	\$ 8,953.01	\$ 17,906.01	\$ 26,859.02	\$ 36,812.02			
	PROFIT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
	Total Core Budget	\$ 149,127.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
	Total Intensive Budget	\$ -	\$ 189,798.00	\$ -	\$ -	\$ -	\$ -	\$ -			
	TOTAL SUPPORTIVE SERVICES	\$ 27,000.00	\$ 6,750.00	\$ 13,500.00	\$ 3,375.00	\$ 6,750.00	\$ 10,125.00	\$ 13,500.00			
	TOTAL CONTRACT BUDGET	\$ 365,925.00	\$ 91,481.25	\$ 182,962.50	\$ 274,443.75	\$ 365,925.00	\$ 446,250.00	\$ 365,925.00			
	OUT EMPLOYER POOLED SET-ASIDE	\$ 80,325.00	\$ 20,081.25	\$ 40,162.50	\$ 60,243.75	\$ 80,325.00	\$ 80,325.00	\$ 80,325.00			
	TOTAL CONTRACT OBLIGATION	\$ 446,250.00	\$ 111,562.50	\$ 223,125.00	\$ 334,687.50	\$ 446,250.00	\$ 446,250.00	\$ 446,250.00			

EXHIBIT C
MONTHLY PERFORMANCE AND ENROLLMENT GOALS
2010-11

Adult Program Operating Plan		Cumulative Monthly Performance and Enrollment Goals											
Service Provider: Turning Point of Central California		MONTH ENDING											
		7/31/2010	8/31/2010	9/30/2010	10/31/2010	11/30/2010	12/31/2010	1/31/2011	2/28/2011	3/31/2011	4/30/2011	5/31/2011	6/30/2011
I. Total Enrollment in Core WIA Services		6	12	19	25	31	37	43	50	60	60	60	60
II. Total Enrollment in Intensive WIA Services (Sum of III.A.+III.B)		6	12	19	25	31	37	43	50	60	60	60	60
A. New Enrollments in Intensive Services		6	12	19	25	31	37	43	50	60	60	60	60
B. Enrollments Carried in from Prior Contract Year													
C. Program Elements Intensive Services		6	12	19	25	31	37	43	50	60	60	60	60
1) Case Management for Participants		6	12	19	25	31	37	43	50	60	60	60	60
2) Comprehensive Assessment		6	12	19	25	31	37	43	50	60	60	60	60
3) Development of Individual Employment Plan		6	12	19	25	31	37	43	50	60	60	60	60
4) Group Counseling		6	12	19	25	31	37	43	50	60	60	60	60
5) Work/Entry Employment Experience													
6) Individual Counseling and Career Planning		6	12	19	25	31	37	43	50	60	60	60	60
7) Short Term Pre-Vocational Services													
8) Internships (Private Sector Work Experience)													
D. Total Enrollment in Individual Training Accounts (ITA)													
1) New Enrollment in ITA													
2) ITA Enrollments Carried in from Prior Contract Year													
E. Total Enrollment in On-the-Job Training (OJT)		6	12	19	25	31	37	43	50	60	60	60	60
1) New Enrollments in OJT		6	12	19	25	31	37	43	50	60	60	60	60
2) OJT Enrollments Carried in from Prior Contract Year													
III. Total Exits (Sum of III.A.+III.B)		0	0	1	1	1	18	18	18	38	38	38	60
A. Entered Unsubsidized Employment of Total Exits		0	0	1	1	1	14	14	14	29	29	29	46
1) Entered Unsubsidized Employment Following Training		0	0	1	1	1	9	9	9	29	29	29	46
B. All Other Exits		0	0	0	0	0	4	4	4	9	9	9	14
IV. Total Current Enrollment (II - III)		6	12	18	24	30	19	25	32	22	22	22	0

EXHIBIT D

OTHER TERMS AND CONDITIONS

The following applies to all programs and/or projects funded under the Workforce Investment Act (W.I.A.) conducted by 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)

J. Jeff Fly

OFFICIAL'S TITLE:

CEO

DATE EXECUTED:

6-21-10

EXECUTED IN THE COUNTY OF MONTEREY

CONTRACTOR SIGNATURE:

J. Jeff Fly, CEO

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

J. Jeff Fly, CEO
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 knowing enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded fro participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

EXHIBIT I

NONDISCRIMINATION ASSURANCE

During the performance of this Agreement CONTRACTOR agrees as follows:

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

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

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

J. Jeffery
Applicant (Name of Authorized Representative)

CEO
Title of Authorized Representative

J. Jeffery
Signature of Authorized Representative

6-21-10
Date