

**Agreement
between the
Monterey County Workforce Development Board (WDB)
and
Monterey County for Services Rendered by the Monterey County
Economic Development Department – Office for Employment Training
for Provision of Workforce Innovation and Opportunity Act (WIOA)
Title I Youth Services**

I. DECLARATION

This Agreement is entered into by and between the **MONTEREY COUNTY WORKFORCE DEVELOPMENT BOARD, (hereinafter referred to as WDB)** and **Monterey County Economic Development Department – Office for Employment Training, (hereinafter referred to as “Contractor”)**.

The purpose of this Agreement is to formalize the working relationship and establish the roles and responsibilities of the WDB and Contractor for the provision of Workforce Innovation and Opportunity Act (WIOA) Title I services to eligible Youth in North Monterey County.

The scope of services, expected enrollment, and performance outcomes are specified in Exhibit A – Scope of Services (Enrollment and Performance Goals) and Exhibit D – Performance Operating Plan (POP), and budget summaries of this Agreement are specified in Exhibit C – Budget Summaries, incorporated herein by reference.

II. BACKGROUND

The Monterey County WDB, a government entity created by federal statute (WIOA 2014), is charged with overseeing the allocation of WIOA funds and the WIOA funded program operations of the America’s Job Center of California (AJCC) / One-Stop delivery system in Monterey County.

By entering into this Agreement, Contractor agrees to provide services for youth needing eligibility, assessment, employment training resources, supportive services, case management, and follow-up services and to maintain appropriate documentation of the eligible populations served with WIOA funds. This Agreement describes WIOA Title I program eligibility for Youth in Exhibit F.

Contractor shall sign a AJCC Partner Memorandum of Understanding (MOU), Part I and shall comply with the terms of the MOU and the responsibilities required of the Youth Program Operator. Contractor will be expected to develop or maintain appropriate mechanisms of referrals to ensure that youth participants can access the services that they require to support their success.

Contractor agrees that all Workforce Development Board policies set forth in Exhibit I must be adhered to.

III. GENERAL AREA OF RESPONSIBILITY

The general areas of responsibility between the parties of this Agreement and the scope of services to be provided are detailed in Exhibit A of this Agreement. Pursuant to Exhibit A, the parties expressly agree that Contractor shall be bound to comply with all the requirements of the WIOA as set forth in Exhibit A, and that the WDB shall oversee Office for Employment Training's services to eligible North Monterey County Youth.

This document and Exhibits A through I contain the entire Agreement of the parties and supersedes all negotiations, verbal or otherwise and any other agreement or any established practice(s) between the parties hereto.

IV. GENERAL PROVISIONS

A. TERM

This Agreement shall commence effective **July 1, 2017** and remain in full force and effective through **June 30, 2018**, unless sooner terminated as provided herein. WDB may terminate this Agreement by giving ninety (90) calendar days' written notice to Contractor, with or without cause. If WDB terminates this Agreement, WDB may proceed to direct available funding to another provider of Youth services. This Agreement is contingent upon available funding.

Renewal will be contingent on Contractor's satisfactory achievement of agreed upon performance measures availability of funding, and permission by the State of California Governor's office as may be required under WIOA. In the event the Monterey County WDB exercises its right of renewal, all terms and conditions, requirements and specifications of this Agreement shall remain the same and apply during the renewal terms. This Agreement will not automatically renew.

B. CONTRACT ADMINISTRATORS

Contractor hereby designates David Spaur, Director of Economic Development Department, as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of Contractor shall be under the direction of, or shall be submitted to the Contract Administrator.

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

Either party may change its designated Contract Administrators upon giving notice of five (5) calendar days.

C. FISCAL / REPORTING

1. Funding available for the project term of July 1, 2017 to June 30, 2018.

Services	Funding amount
• Client Services	\$321,840
• Work Experience	\$135,350
• Occupational Skills Training	\$58,000
• Supportive Services	\$16,600
Subtotal:	\$531,790
Carry-Over Youth for PY 2016-17	
• Staff (1 FTE) 9 months	\$75,000
• Supportive Services	\$15,700
Subtotal:	\$90,700
Total	\$622,490

2. The budget summaries are detailed in the attached Exhibit C.
3. WDB shall serve as the fiscal agent for this Agreement and as such will bear primary responsibility for expenditure reporting to the State, processing of Contractor's reimbursements, and tracking of funds.
4. This is a performance based contract that compensates Contractor based on Contractor's achievement of performance outcomes. Contractor will be paid 90% of the contract based on the achievement of specified WIOA performance outcomes within a specific timeframe, as outlined in Exhibit A, Subpart P: Performance Based Outcomes (PBO). Contractor will be paid the remaining 10% of the contract based on the Contractor meeting all the WIOA performance outcomes as outlined in Exhibit A, Subpart P: Performance Based Outcomes (PBO).
5. Subject to receipt of funds from the State and meeting PBO, WDB's fiscal office shall approve the reimbursement for services rendered as outlined in Exhibit C of this Agreement. WDB will approve and provide Contractor with the invoice format for submitting monthly claims for reimbursement (see example Claim Form in Exhibit C-1). Contractor shall first submit documentation of PBO to WDB staff for data validation. Thereafter, Contractor shall submit monthly invoices for reimbursement. WDB shall reimburse Contractor for allowable expenditures claimed, within forty-five (45) calendar days after timely receipt of Contractor's properly completed and documented request, or as soon thereafter as is reasonable, provided Contractor is following the terms and conditions of this Agreement. Contractor may not assign any additional

costs or fees to any participants or other funding sources outside those identified within this Agreement.

6. Training invoices, for Individual Training Accounts (ITAs) and On-The-Job Training (OJT) activities shall be submitted in separate invoices to be submitted to the WDB for payment within fifteen (15) calendar days of receipt.
7. Upon receipt of Contractor's invoices, WDB staff will perform an independent validation of the achievement of the performance outcomes achieved.
8. WDB will reallocate the remainder of total Agreement funds not paid to Contractor if the achievement of the pre-determined outcomes is not met.
9. All invoices must include proof that Performance Based Outcomes (PBO) as described in Exhibit A, Subpart P, have been delivered.
10. All supportive service requests must have appropriate backup documentation for payment, such as receipts. No supportive service claims submitted more than one month from the month of services will be approved without written approval from the WDB's Contract Administrator. The written approval should be included with the supportive service claim form.
11. All activities (training, supportive service, incentive, etc.) must have the appropriate CalJOBS code entered prior to payment request. Contractor's invoice to request reimbursement for costs incurred must report all expenses as Youth Program. This reporting category may change based on direction from the State. WDB will notify Contractor of any changes.
12. Contractor will provide services under this Agreement and manage the program and service delivery to the target customer population.

D. DESIGNATED SERVICE AREAS

The AJCC / One-Stop access points and/or locations where customers are to be served are detailed in the attached Exhibit G, under Designated Service Areas.

Designated Service Area	Target Population	New Participants Served
North Monterey County	Out-of-school youth	72

E. MEETING/COMMUNICATION

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

Meetings between Contractor and WDB shall be scheduled, as needed, to discuss Contractor performance and other issues that affect either party to this Agreement.

Contractor shall work cooperatively with the One Stop Operator appointed by the WDB.

Contractor's Performance Operating Plan (POP) is included as Exhibit D of this agreement. The POP establishes the quantifiable goals of the program in each service delivery area, and shall be used by the WDB in assessing program performance.

At a minimum, during the term of this Agreement, Contractor will provide management reports to the WDB no later than one week prior to the meeting of the Executive Committee for the reporting month. Contractor shall use the Monthly Program Status Report template provided by the WDB to outline enrollments and performance as detailed on the attached Exhibit E of this agreement that compares the POP (Exhibit D) plan vs. actual goals, achieved to date. In addition to this regular reporting, Contractor shall provide reports on enrollments and performance to the WDB, upon request.

F. INDEMNIFICATION AND INSURANCE

The parties to this AGREEMENT, shall defend, indemnify and hold each other and their respective officers, employees, and agents harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages arising out of the performance of this AGREEMENT, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent acts or omissions or willful misconduct of their respective officers, agents, or employees. This obligation to defend, indemnify and hold harmless shall survive the termination of this Agreement and shall extend to the expiration of the statute of limitations applicable to claims arising out of the performance of this Agreement.

The parties to this AGREEMENT shall provide each with evidence of insurance, or in the case of government entities permissible self- insurance, in the amounts of \$1,000,000 per occurrence General Commercial Liability and \$1,000,000 per occurrence Business Automobile Liability. The parties shall provide each other with evidence of Workers' Compensation Insurance of \$1,000,000 per person, \$1,000,000 per accident and \$1,000,000 per disease.

G. NOTICE

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

David Spaur
Director
Monterey County
Economic Development Department (EDD)

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

1441 Schilling Place, North
Salinas, CA 93901
Phone (831) 755-5387

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

H. CONSTRUCTION, INTERPRETATION AND INTEGRATION OF AGREEMENT

WDB and Contractor agree that each party has fully participated in the review and drafting of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control. This Agreement shall be governed by and interpreted under the laws of the State of California and applicable federal law. Venue of litigation arising under this Agreement shall be in the Superior Court of California, Monterey County.

I. NON-EXCLUSIVE AGREEMENT

This Agreement is non-exclusive. The WDB expressly reserves the right to contract with other entities for provision of the same or similar services.

J. EXHIBITS

The following exhibits are attached hereto and incorporated by reference:

1. Exhibit A – Scope of Services (Enrollment and Performance Goals)
2. Exhibit B – WIOA Compliance, Certifications and Assurances
3. Exhibit C – Budget Detail
4. Exhibit D - Performance Operating Plan (POP)
5. Exhibit E – Monthly Program Status Report
6. Exhibit F – WIOA Youth Eligibility Criteria
7. Exhibit G – AJCC Locations
8. Exhibit H – Referral Form and Process
9. Exhibit I – WDB Policies

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

BY: _____ Date _____
Chris Donnelly,
Interim Executive Director
Monterey County Workforce Development Board (WDB)

BY: _____ Date _____
David Spaur,
Director
Monterey County Economic Development Department

EXHIBIT A

SCOPE OF SERVICES ENROLLMENT AND PERFORMANCE GOALS

WIOA Title I Youth Program
July 1, 2017 through June 30, 2018

- I. **PROJECT OVERVIEW:** The purpose of this agreement is to formalize the working relationship and establish the roles and responsibilities of the Monterey County Workforce Development Board (WDB) and Monterey County, acting through its Economic Development Department – Office for Employment Training (Contractor) for the provision of Workforce Innovation and Opportunity Act (WIOA) Title I services to eligible out-of-school youth.
- II. **PROJECT PERIOD:** July 1, 2017 through June 30, 2018.
- III. **PROGRAM PERFORMANCE OBJECTIVES:** For the period of July 1, 2017 through June 30, 2018, Contractor shall meet the following enrollment and performance goals:

ENROLLMENTS:

Planned Enrollments:	Youth
Number of carry-in enrollments:	105
Number of new out-of-school youth enrollments:	72
▪ All carry-in enrollments must be completed by December 31, 2017.	75
▪ 60% of new enrollments must be completed by January 31, 2018.	44
▪ 100% of total new enrollments must be completed by March 31, 2018.	72
Total number of carry-in and new enrollments:	177

DESIGNATED SERVICE AREAS:

Contractor's services will be primarily offered at the following addresses and designated areas for meeting and delivering services to youth participants:

Location(s) of Service:	Service Area:	Target
MBEST 3180 Imjin Road, Suite 157 Marina, CA 93933	North (Districts 2, 4 & 5)	72

TARGET POPULATIONS TO BE SERVED:

Population:	Target
Out-of-School Youth	100%*
Other: TANF/Food Stamps, Homeless	No Min

*Contractor may request in writing and receive approval from the WDB to waive the 100% goal to enroll in-school youth up to no more than 5% of the total number of enrollments in this Agreement.

WORK EXPERIENCE/OCCUPATIONAL SKILLS TRAINING ENROLLMENTS:

Total Work Experience Enrollments	40
Total Work Experience Allocation	\$135,350
Total Occupational Skills Training Enrollments	15
Total Occupational Skills Training Allocation	\$58,000

WIOA YOUTH PROGRAM YEAR 2016-17 CARRY-IN FUNDS:

Total Carry-In Youth	105
Staff (1 FTE) 9 months	\$75,000
Supportive Services	\$15,700

WIOA YOUTH PERFORMANCE MEASURES:

Contractor will follow and comply with U.S. Department of Labor (DOL) Training and Employment Guidance Letter (TEGL) No. 28.04 or its successor document(s) in meeting and reporting the achievement of the following performance target goals for all enrolled participants that exit from the active WIOA youth program. If the performance reporting requirements are revised by the State or Federal government during the term of the agreement, the WDB will notify Contractor in writing reflecting those changes without the need for formal amendment notwithstanding any other provision contained in this agreement.

Department of Labor and State EDD Negotiated Performance Target Goals: *	Youth
<ul style="list-style-type: none"> ▪ Youth Placement in Employment, Education, or Training: The percentage of program participants who are in education or training activities, or in unsubsidized employment, during the second quarter after exiting from the program. 	65.4% placed
<ul style="list-style-type: none"> ▪ Youth Retention: The percentage of program participants who are in education or training activities, or in unsubsidized employment, during the fourth quarter after exiting from the program. 	67.2% placed
<ul style="list-style-type: none"> ▪ Youth Median Earnings: The median earnings of program participants who are in unsubsidized employment during the second quarter after exiting from the program. 	Data to be collected to establish a baseline against which to measure outcome
<ul style="list-style-type: none"> ▪ Youth Attainment of a Degree or Certificate: The percentage of program participants who obtain a recognized postsecondary credential or a secondary school diploma or its recognized equivalent during participation in or within 1 year after exiting from the program. 	57.7% attained credential
<ul style="list-style-type: none"> ▪ Youth Measurable Skills Gain: The percentage of program participants who, during the program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains toward such a credential or employment. 	Data to be collected to establish a baseline against which to measure outcome
<ul style="list-style-type: none"> ▪ Business Services: Performance indicator(s) will be established and shared by the WDB to measure the effectiveness of the program in serving employers. 	Data to be collected to establish a baseline against which to measure outcome
Total Exits from the Program	60% (program allows carry-overs)

**These goals are provided as a reference. Goals will be revisited and renegotiated annually between the WDB and Contractor, and are dependent upon goals that the WDB negotiates with the State.*

IV. DUTIES AND RESPONSIBILITIES:

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

- 1) Contractor shall follow all WDB policies, procedures, operational guidelines, and information notices, as they may be amended and revised periodically and posted on the WDB website at www.montereycountywdb.org/policies/policies/. The WDB will notify Contractor via email notice of any new or revised policies, procedures, operational guidelines, and information notices.
- 2) Contractor must be responsive and adhere to the following WIOA statutory provisions and regulations, State directives and information notices, and local labor market demands that provide guidance and other pertinent information:
 - **WIOA Public Law:** <https://www.gpo.gov/fdsys/pkg/PLAW-113publ128/pdf/PLAW-113publ128.pdf>
 - **WIOA Final Regulations:** https://www.doleta.gov/wioa/Final_Rules_Resources.cfm
 - **WIOA Guidance:** https://wdr.doleta.gov/directives/All_WIOA_Related_Advisories.cfm
 - **State Directives:** www.edd.ca.gov/Jobs_and_Training/Directives.htm
 - **State Information Notices:** www.edd.ca.gov/Jobs_and_Training/Information_Notices.htm
 - *Local labor market tools, including:*
 - **State CalJOBS:** www.caljobs.ca.gov
 - **O*Net Online:** www.onetonline.org
 - **U.S. Bureau of Labor Statistics:** www.bls.gov
 - **State Labor Market Information:** <http://www.labormarketinfo.edd.ca.gov/>
 - **WDB website, labor market snapshot:** www.montereycountywdb.org

B. YOUTH – WIOA FUNDED SERVICES:

- 1) **WIOA Youth Program Requirements** - Contractor must adhere to the following WIOA Youth Program requirements:
 - Priority is to serve Out-of-School Youth, ages 16 to 24 years old.
 - 100% of Contractor's WIOA Youth formula funds must be spent on Out-of-School Youth. However, Contractor may request in writing and receive approval from WDB staff to waive the 100% goal to enroll in-school youth up to 5% of the total number of enrollments in this Agreement.
 - At least \$116,953 of Contractor's WIOA Youth formula funds must be spent on work experience activities, such as summer jobs and year-round employment, pre-apprenticeship, on-the-job training, internships and job shadowing.
 - Contractor's youth program focus must be geared towards career pathways, drop-out recovery, education and training that lead to the achievement of a high school diploma and/or recognized postsecondary credential and placement in WDB Industry Sectors (Agriculture; Tourism & Hospitality; Education & Research; Health & Social Assistance; and/or Construction).
- 2) **Fourteen (14) Youth Program Elements** - Contractor has the discretion to determine what specific program services a youth participant receives based on each participant's objective assessment and individual service strategy. Therefore, Contractor's youth program is not required to provide every youth program element to each participant as listed below.

The types of youth services authorized under WIOA include:

- a) Tutoring, study skills training, instruction and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized post-secondary credential;
- b) Alternative secondary school services, or dropout recovery services, as appropriate;

- c) Paid work experiences that have academic and occupational education as a component of the work experience, which may include the following types of work experiences:
 - (i) Summer employment opportunities and other employment opportunities available throughout the school year;
 - (ii) Pre-apprenticeship programs;
 - (iii) Internships and job shadowing; and
 - (iv) On-the-job training opportunities;
 - (v) Placement in WDB Sectors
- d) Occupational skill training, which includes priority consideration for training programs that lead to recognized post-secondary credentials that align with in-demand industry sectors listed in the local WDB Policy 2005-08 - Industry Cluster: www.montereycountywdb.org/policies/policies/;
- e) Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
- f) Leadership development opportunities, including community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors;
- g) Supportive services, including the services listed in 20 CFR Section 681.570;
- h) Adult mentoring for duration of at least 12 months that may occur both during and after program participation;
- i) Follow-up services for not less than 12 months after the completion of participation, as provided in 20 CFR Section 681.580;
- j) Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual youth;
- k) Financial literacy education such as budgeting;
- l) Entrepreneurial skills training to expose students to the skills and knowledge necessary to support self-employment, small business ownership, and entrepreneurship;
- m) Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services; and
- n) Activities that help youth prepare for and transition to post-secondary education and training.

C. OUTREACH, RECRUITMENT, INTAKE, ELIGIBILITY AND ORIENTATION:

- 1) Contractor will perform sufficient outreach to target and recruit youth within the service delivery area(s) that meet the eligibility requirements for WIOA out-of-school youth.
- 2) Contractor will conduct an intake process with youth that will involve prescreening for eligibility determination and providing an orientation of youth program services. Should Contractor be contacted by in-school youth who cannot be served under this agreement, they will be expected to make appropriate referrals to other community partners who provide services to in-school youth, or refer youth to self-help basic career services at the AJCC.
- 3) To be eligible to receive WIOA services, youth customers must follow the eligibility criteria specified in Exhibit F – WIOA Youth Eligibility Criteria.

D. INITIAL ASSESSMENT:

- 1) Contractor will assess each applicant's initial skill level using the Comprehensive Adult Student Assessment System (CASAS) appraisal test to determine "basic skills deficiency" or grade-equivalent skill levels in language and mathematics to place youth at appropriate levels of instruction. Contractor will ensure all testing is proctored and all testing instruments are used. All tests will be discussed with the youth by Contractor staff qualified to interpret the results. Discussion will include the scores and the impact of test results.
- 2) Following initial assessment, Contractor will select and certify participants for WIOA eligibility and enrollment to receive services at the AJCC or other designated service delivery area. Contractor

will collect all documentation, and enter all enrolled participants into the State CalJOBS system, and place a hard copy of the CalJOBS system documentation in the participant file or upload the documentation into the youth's virtual case file in the State CalJOBS system.

- 3) For participants interested in pursuing occupational skills training, Contractor shall administer the WorkKeys® assessments (Locating Information, Reading for Information and Applied Mathematics). If participant scores less than a level 3 on any of the WorkKeys tests, Contractor shall give the participant access to the ACT Career Ready 101 online remediation training tool to upgrade their skills to qualify for a NCRC and referral to training. Those who master these assessments by scoring a level 3 or higher on all three tests will be eligible to receive a National Career Readiness Certificate (NCRC) provided through the Monterey County Business Council (MCBC). Contractor will work with MCBC to receive and distribute all certificates to eligible participants.

E. WIOA ASSESSMENT- INDIVIDUAL SERVICE STRATEGY (ISS):

- 1) Contractor will provide a comprehensive assessment for all participants interested in pursuing education, training and employment. Using the information gathered during the comprehensive assessment phase, Contractor will develop a mutually agreeable Individual Service Strategy (ISS) with youth participants. Contractor will ensure that youth participants are screened for basic skills, complete a pre-application and/or equivalent, and ensure that adequate information about the need for training, as specified in the ISS, is on record. During this time, Contractor shall present information on career ladders, in-demand occupations, salary levels, and other incentives and resources available to participants.

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

- Address needs identified in the assessments;
- Sets clear, measurable, achievable goals based upon the educational and job/career attainment goals of the youth;
- Specifies services that will be provided to the youth;
- Describes a plan for intervention services that is mutually supported and agreed upon in writing, bearing the signature of both the youth and the Contractor case manager; and
- Specifies obligations of the youth in terms of program participation, behavior, etc.

The ISS will be discussed with the youth by Contractor staff qualified to interpret the ISS strategy and goals. Contractor will enter the youth participant's ISS into the State CalJOBS system.

- 2) Contractor will ensure that 100% of youth participants' enrollments are entered in the State CalJOBS system within three (3) days of enrollment, showing, at a minimum, the results of all assessments, and all goals and activities planned and agreed to by the youth participant at the time of intake.

F. BASIC SKILLS REMEDIATION:

Contractor will provide literacy and numeracy remediation to basic skills deficient participants, based on the initial CASAS test and ISS assessment results, with the objective for the youth to gain at least one educational functioning level (equivalent to Adult Basic Education "ABE" level) as measured by the CASAS.

G. REFERRALS TO WIOA PARTNERS:

- 1) Contractor is a mandated partner in the America's Job Center of California (AJCC) / One-Stop delivery system. As such, Contractor is part of a continuum of services and must work in collaboration with WIOA required partners, as required under the Memorandum of Understanding (MOU) between the WDB and the partners of the AJCC / One-Stop delivery system. Contractor will be expected to develop or maintain appropriate mechanisms of referrals to ensure that youth participants can access the services that they require to support their success. Contractor will be expected to identify areas of youth participant need apart from WIOA services and to refer youth

participants to appropriate agencies to mitigate their needs. Reference Partners & Community Links online at: www.montereycountywdb.org/partners/.

- 2) Contractor will use the referral form and process described on Exhibit H – Referral Form and Process, of this agreement.

H. WORK READINES TRAINING:

Contractor will provide or coordinate with other agencies to conduct short-term work-readiness training to youth participants, if deemed appropriate for the participant. Short-term workshops may include, but are not limited to: soft skills, such as resume writing and interview techniques; computer literacy; financial literacy; National Retail Federation and ServSafe Certifications.

I. WORK EXPERIENCE ACTIVITIES:

Under this agreement, work experience activities are expected to be a priority service, such as summer jobs and year-round employment, pre-apprenticeships, on-the-job training, internships, and job shadowing.

J. REFERRALS TO CAREER TECHNICAL TRAINING / OCCUPATIONAL SKILLS TRAINING:

Contractor will provide referrals to occupational skills training for youth participants if deemed appropriate by Contractor staff or case manager. Youth participants may not begin training until after all appropriate documentation has been approved and recorded in the State CalJOBS system. Contractor may provide occupational skills training through a third party, a partner or may provide the training itself, so long the occupational skills training is in the WDB priority sectors (Agriculture; Tourism & Hospitality; Education & Research; Health & Social Assistance; and/or Construction) and will lead to a credential or certification. The WDB will not be responsible for brokering youth occupational skills training. Opportunities for co-enrollment may be available to participants based on needs of youth. Contractor will document all Career Technical and Occupational Skills Training in the State CalJOBS system.

K. JOB SOURCING AND PLACEMENT:

Contractor will utilize employer linkages and partnerships to identify internship and work experience opportunities in all WDB priority sectors (Agriculture; Tourism & Hospitality; Education & Research; Health & Social Assistance; and/or Construction). Contractor will provide placement services for all youth enrolled under this agreement. Contractor will document participant job search and placement activities in the State CalJOBS system. Contractor will work with youth participant to obtain proof of placement in employment by submitting either (1) a copy of the participant's paycheck stub, or (2) an Employment/Information Verification Sheet completed and signed by the employer. Contractor will submit proof of placement when invoicing for performance-based outcomes or upon request by the WDB.

L. DOCUMENTATION OF SERVICE DELIVERY & CASE MANAGEMENT:

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

M. SUPPORTIVE SERVICES:

Contractor will maintain oversight of supportive services payments to participants using a log. Contractor will follow the WDB's supportive services policy, located online at www.montereycountywdb.org/policies/policies/, including approval and documentation requirements for

supportive services payments to participants. The WDB will notice and provide written supportive services requirement changes and/or revisions to Contractor, prior to the implementation of any change in policy.

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

- 1) Contractor will participate in an exit / outcome / survey conference with each youth participant when a determination has been made to exit the participant. Contractor will ensure that participants are surveyed and provided a customer satisfaction feedback form during the exit conference. The purpose of the exit conference is to ensure all services to the participant have been documented and documentation has been entered into the participant's CalJOBS record, in the participant case file, and the participant has received the surveys, as needed per their ISS.
- 2) Contractor will ensure that follow-up contact and services for all participants start after exit and will be conducted for not less than three times during each follow-up quarter (up to 1 year) after the completion of participation to ensure all performance goals are met.

Follow-up contact is described as:

- A face to face meeting, telephone call, e-mail or text message from Contractor's staff or case manager that has been reciprocated by the participant. Contractor shall provide documented follow-up contact to each participant who has exited from the program 30 days following their program exit, 60 days following program exit, 90 days after program exit and at subsequent 90-day intervals for a minimum of 12 months, following program exit. These intervals are a minimum requirement. Contractor will initiate additional contact as needed to ensure participant's success and document performance outcomes in the State CalJOBS system.
- As mandated by WIOA, Contractor shall collect data during follow-up contact to meet the WIOA Youth Performance Measures outlined on page 2 of this agreement.
- Contractor must document all follow-up communication with participants in the State CalJOBS system.
- If the Contractor case manager is not able to make contact during a given follow-up period, the case manager will document all attempts to contact participant in the participant's case notes in the State CalJOBS system. Contractor will make a minimum of three (3) attempts at contacting the participant during the follow-up period.

Follow-up services are described as:

- Contractor will provide follow-up services to all exited youth participants. The case manager will identify issues requiring additional assistance during the follow-up period. Based upon these issues, follow-up services may include:
 - Referral to community services
 - Referral to medical services
 - Tracking progress on the job
 - Work related peer support group
 - Assistance securing a better paying job
 - Career development and further education planning
 - Assistance with Job/Work related problems
 - Adult mentoring
 - Tutoring
 - Leadership development
 - Supportive services, as approved by the WDB supportive services policy, located online at: www.montereycountywdb.org/policies/policies/
 - Other follow-up services, as approved by WDB

O. PERFORMANCE OPERATING PLAN AND REPORTING:

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

P. PERFORMANCE BASED OUTCOMES (PBO):

- 1) Contactor understands and agrees that compensation for a portion \$32,249 of this agreement is based upon Contractor achieving or exceeding the Performance Based Outcomes, as outlined and described below. Contractor’s failure to meet goals and performance measures listed in Exhibit A, subpart P “Performance Based Outcomes (PBO)” will result in the reduction of Contractor’s compensation.

Performance Based Outcomes Goals <i>(Goals are based on Exhibit D – Performance Operating Plan and work experience expenditure goal)</i>	# of Clients	\$ Per Client / Item	Total
a. New enrollments	72	\$100	\$7,200
b. Placed in employment in WDB priority industry sectors	50	\$250	\$12,500
c. Placed in paid work experience in WDB priority industry sectors	40	\$249.97	\$9,998.80
d. Completion of occupational skills training in WDB priority industry sectors	15	\$100	\$1,500
e. Completed occupational skills training and entered employment in WDB priority industry sectors	15	\$70	\$1,050

- 2) The budget for performance based outcomes (PBO) under this agreement shall not exceed \$32,249 and will be paid to Contractor by WDB obtaining the PBO as follows:
- a. **Cumulative new enrollments** – WDB shall pay an amount not to exceed \$7,200 of the amount held back to Contractor for meeting the total number new enrollments between July 1, 2017 through March 31, 2018. This amount will be paid at the rate of \$100 for each participant who is enrolled and receiving career services, up to a maximum of 72 participants. Enrollments will be verified through the State CalJOBS system.
 - b. **Placed in employment in WDB priority industry sectors** – WDB shall pay an amount not to exceed \$12,500 of the amount held back to Contractor for meeting the number of participants who are placed in employment after program exit. This amount will be paid at the rate of \$250 for each participant who is placed in employment, up to a maximum of 50 participants. Contractor will submit a copy of each participant's proof of employment verification (i.e. pay stub or employer statement) when invoicing for PBO or upon request by the WDB.
 - c. **Placed in paid work experience in WDB priority industry sectors** – WDB shall pay an amount not to exceed \$9,998.80 of the amount held back to Contractor for meeting the number of participants who are placed in paid work experience between July 1, 2017 through June 30, 2018. This amount will be paid at the rate of \$249.97 for each participant who is placed in paid work experience, up to a maximum of 40 participants. Contractor will submit a copy of each participant's proof of work experience (i.e. pay stub or employer statement) when invoicing for PBO or upon request by the WDB.
 - d. **Completion of occupational skills training with certification in WDB priority industry sectors** – WDB shall pay an amount not to exceed \$1,500 of the amount held back to Contractor for meeting the number of participants who have completed occupational skills training between July 1, 2017 through June 30, 2018. This amount will be paid at the rate of \$100 for each participant who has completed occupational skills training with certification, up to a maximum of 15 participants. Contractor will submit a copy of each participant's proof of enrollment (i.e. transcript or training provider statement) when invoicing for PBO or upon request by the WDB.
 - e. **Completed occupational skills training with certification and entered employment in WDB priority industry sectors** – WDB shall pay an amount not to exceed \$1,050 of the amount held back to Contractor for meeting the number of participants who are placed in employment in one of the WDB's priority industry sectors (Agriculture; Tourism & Hospitality; Education & Research; Health & Social Assistance; and/or Construction) between July 1, 2017 through June 30, 2018. This amount will be paid at the rate of \$70 for each participant who is placed in employment in the WDB's priority industry sectors, up to a maximum of 15 participants. Contractor will submit a copy of each participant's proof of employment verification (i.e. pay stub or employer statement with occupational code) when invoicing for PBO or upon request by the WDB.

Q. COORDINATION WITH WDB STAFF AND CONTRACTORS:

- 1) Contractor will work collaboratively and coordinate services with other WIOA partners and their subcontractors to ensure a comprehensive and seamless delivery of services to youth participants.
- 2) Contractor will meet regularly (no less than quarterly) with WDB staff to discuss: enrollments, participant retention, program design, outcomes (employment and education), program expenditures, staffing, and other elements that have the potential to impact the quality of the programs and services provided under this agreement. Meeting dates, times, and locations will be mutually agreed upon by attendees. Meeting agendas will focus on coordination of efforts to provide youth with success by providing seamless integration of services, and to coordinate the

services provided to youth to attain program goals and performance and to document goals achieved.

- 3) WDB will be responsible for reporting to the State and will field all requests from the Chief Elected Official—the County Board of Supervisors, WDB members, the media, and other interested stakeholders. Contractor will be expected to respond to reporting requests made by the WDB in a prompt and timely manner.

R. EVALUATION OF CONTRACTOR:

Authorized Federal, State and County representatives shall have the right to monitor, assess, or evaluate Contractor's performance pursuant to this agreement by any means including, but not limited to, inspections of premises, records, reports, audits, and interviews with Contractor staff and participants.

S. RECORDS AND AUDITS OF CONTRACTOR:

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

T. BRANDING:

WIOA-funded programs will follow federal, state, and WDB branding guidelines. Contractor will not use its brand or promote its own organization without the explicit permission of the WDB. Contractor shall use the WDB approved logo in any and all promotional, advertisement, and program related materials relative to the services under this agreement. All materials shall acknowledge the WDB and its role as the source of funding.

U. BUDGET MODIFICATION:

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

EXHIBIT B

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

The following applies to all programs and/or projects funded under the Workforce Innovation and Opportunity Act (WIOA) conducted by Monterey County, acting through its Economic Development Department – Office for Employment Training, which is hereinafter referred to as “CONTRACTOR”.

1. COMPLIANCE

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

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

2. CERTIFICATIONS / ASSURANCES

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

- a. **Corporate Registration:** CONTRACTOR, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.
- b. **American’s Disabilities Act (ADA):** CONTRACTOR agrees to comply with the American’s Disabilities Act (ADA) of 1990, which, prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C.12101 et seq.)
- c. **False Claims Act:** CONTRACTOR, by signing this Agreement, agrees to assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets. CONTRACTOR shall assure that all annual, final fiscal reports, monthly claims, invoices, and vouchers, it submits for the purpose of requesting payment will include a certification, signed by an official who is authorized to legally bind CONTRACTOR, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.” (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).
- d. **Authority to Bind CONTRACTOR:** CONTRACTOR shall furnish the WDB in writing, a list of persons authorized to execute on behalf of CONTRACTOR: Agreements, modifications to Agreements, invoices or other documents as may be required by the WDB.
- e. **Sectarian Activities:** CONTRACTOR certifies that this Agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian

denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.

- f. **National Labor Relations Board:** CONTRACTOR (if not a public entity), by signing this Agreement, does swear under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal court has been issued against CONTRACTOR within the immediately preceding two-year period because of CONTRACTOR's failure to comply with an order of a Federal court, which orders CONTRACTOR to comply with an order of the National Labor Relations Board (PCC10296).
- g. **Prior Findings:** CONTRACTOR, by signing this Agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous Agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
- h. **Drug-Free Workplace Certification:** By signing this Agreement, CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - (1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - (2) Establish a Drug-Free Awareness Program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's or organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
 - (3) Every CONTRACTOR employee who works on this Agreement will:
 - a. Receive a copy of the CONTRACTOR's drug-free policy statement; and
 - b. Agree to abide by the terms of the CONTRACTOR's drug-free policy statement as a condition of employment on the Agreement.
- i. **Child Support Compliance Act:** In accordance with the Child Support Compliance Act, CONTRACTOR recognizes and acknowledges: The importance of child and family support obligations and shall fully comply with the applicable State and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and that to the best of its knowledge CONTRACTOR is fully complying with the earnings assignment orders of all CONTRACTOR's employees and is providing the names of all new CONTRACTOR's employees to the New Employee Registry maintained by the State of California Employment Development Department (EDD).
- j. **Debarment and Suspension Certification:** By signing this Agreement, CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that CONTRACTOR will comply with regulations implementing Executive Order 12549, Debarment and Suspension, Uniform Guidance 2 CFR Part 200, Appendix I, and that CONTRACTOR, to the best of its knowledge and belief, certifies that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
 - (2) Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract. Nor shall CONTRACTOR have, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

- (3) Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State or local), with commission of any of the offenses enumerated in Section 2 of this Debarment and Suspension Certification.
- (4) Have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default. Where CONTRACTOR is unable to certify to any of the statements in this Debarment and Suspension Certification, it shall attach an explanation to this Agreement.
- k. **Mandatory Disclosures:** All WIOA and Wagner-Peyser recipients of Federal awards must disclose, as required at 2 CFR 200.113, in a timely manner, in writing to the Federal awarding agency or the WDB, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338 (Remedies for noncompliance), including suspension or debarment.
- l. **Lobbying Certification:** By signing this AGREEMENT CONTRACTOR hereby assures and certifies to compliance with the lobbying restrictions which are codified in the DOL regulations at Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR 2900, as follows:
- (1) No Federal appropriated funds have been paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant loan, or cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) CONTRACTOR shall require that the language of the lobbying restrictions be included in the award documents for Agreement transactions over \$100,000 (per OMB) at all tiers (including AGREEMENTs, contracts, and subcontracts, under grants, loan, or cooperative Agreements), and that all subrecipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and 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 failure.
- m. **Priority Hiring Considerations:** If this AGREEMENT includes services in excess of \$200,000, CONTRACTOR shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Section Code 11200 in accordance with Public Contract Code §10353.
- n. **Sweatfree Code of Conduct:** All CONTRACTORS that contract for the procurement or laundering of apparel, garments, or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the State pursuant to the contract have been laundered or produced, in whole or in part, by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. CONTRACTOR further declares under penalty of perjury that it will adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108. CONTRACTOR agrees to cooperate fully in providing reasonable access to CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by authorized officials of the WDB, State of California EDD, the Department of Industrial Relations, or the Department of Justice to determine CONTRACTOR's compliance with the requirements of the Sweatfree Code of Conduct.

- o. **Unenforceable Provision:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected hereby.
- p. **Non-discrimination Clause / Affirmative Action / Equal Employment Opportunity:**
- (1) The conduct of the parties to this Agreement will be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated hereunder and the provisions of WIOA Section 188.
- a. As a condition to the Agreement of financial assistance from the DOL under WIOA, CONTRACTOR assures that it will comply fully with the non-discrimination and equal opportunity provisions of the following laws:
- i. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA financially assisted program or activity;
 - ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- b. CONTRACTOR also assures that it will comply with Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, and all other regulations implementing the laws listed above. This assurance applies to CONTRACTOR's operation of the WIOA financially assisted program or activity, and to all Agreements that CONTRACTOR makes to carry out the WIOA financially assisted program or activity. CONTRACTOR understands that the United States has the right to seek judicial enforcement of this assurance.
- c. This CONTRACTOR shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
- (2) CONTRACTOR will take affirmative action to assure that no individual will be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration or in connection with any services or activities authorized under the WIOA in violation of any applicable nondiscrimination law, including laws prohibiting discrimination on the basis of age, race, sex, color, religion, national origin, disability, political affiliation or belief. All complaints alleging discrimination must be filed and processed according to the procedures in the applicable DOL nondiscrimination regulations.
- (3) CONTRACTOR will assure that discriminatory job orders will not be accepted, except where the stated requirement is a bona fide occupational qualification (BFOQ). See, generally, 42 U.S.C. 2000(e)–2(e), 29 CFR parts 1604, 1606, 1625. (3)
- (4) CONTRACTOR will assure that employment testing programs will comply with 41 CFR part 60–3 and 29 CFR part 32 and 29 CFR 1627.3(b)(iv).
- (5) CONTRACTOR agrees to conform to non-discrimination and equal opportunity requirements and procedures, including the WDB's grievance and complaint procedures in compliance with the WIOA, the Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, Federal regulations and State statutes, regulations and policy. (Reference WDB Policy 2005-10 – Grievance and Complaint Procedures and policy attachments; <http://www.montereycountywib.org/policies/policies/>)

- (6) CONTRACTOR will be governed by WIOA procedures relating to complaints alleging violations of the WIOA, regulations, other Agreements under the WIOA including terms and conditions of employment. Participants will be notified in writing, upon enrollment into employment or training, of the WIOA complaint procedures including notification of their right to file a complaint and instructions on how to do so. Complaint procedures include: (1) the right to file a complaint, (2) the opportunity to resolve complaints informally, (3) written notice of hearings, and (4) a final decision within sixty (60) days of the date of filing.
- (7) CONTRACTOR will comply with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL."
- (8) CONTRACTOR shall ensure equal employment opportunity based on objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, performance evaluation, and employee management relations.

q. Indemnification:

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

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

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

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

3. STANDARDS OF CONDUCT

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

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

4. COORDINATION

- a. CONTRACTOR will, to the maximum extent feasible, coordinate all programs and activities supported under this part with other core programs under the WIOA, including the WIOA (Adult, Dislocated Worker and Youth formula programs); Wagner-Peyser Act employment services; Adult Education and Literacy Act programs; Rehabilitation Act Title I programs; Job Corps program, YouthBuild program, Native American programs, Migrant and Seasonal Farmworker programs, and other employment and training programs at the local level. In addition to the core programs, for individuals with multiple needs to access services, CONTRACTOR will, to the maximum extent feasible, coordinate with the following partner programs required to provide access through the America’s Job Center of California or One-Stop Career Center: Career and Technical Education (Perkins), Community Development Block Grants, Indian and Native American programs, HUD Employment and Training programs, Local Veterans' Employment Representatives and Disabled Veterans' Outreach

program, National Farmworker Jobs program, Senior Community Service Employment program, Temporary Assistance for Needy Families (TANF), Trade Adjustment Assistance programs, and Unemployment Compensation programs.

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

5. SUBCONTRACTING

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

6. RESOLUTION

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

7. FUNDING

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds. The parties hereby enter into this Agreement in advance of confirmation of the availability of funds for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the AGREEMENT was executed after that determination was made.
- b. This AGREEMENT is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State fiscal years covered by this Agreement for the purposes of this program and; (2) sufficient funds are made available to the State by the United States Government for the fiscal years covered by this AGREEMENT for the purposes of the programs described in the scope of services. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- c. At the expiration of the terms of this Agreement or upon termination prior to the expiration of this Agreement, funds not obligated for the purpose of this Agreement will be immediately remitted to the WDB, and shall no longer be available to CONTRACTOR.
- d. The WDB retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing CONTRACTOR is given prompt notice and the opportunity for an informal review of the WDB's decision. The Executive Director of the WDB or his/her designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of CONTRACTOR to comply with the provisions of this Agreement, or with the WIOA or regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.

8. FISCAL ACCOUNTABILITY

- a. CONTRACTOR shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. An integral part of the required financial management system is a system of internal accounting controls that will provide reasonable assurance that WIOA assets are safeguarded against loss from unauthorized use or disposition, and that accounting transactions affecting WIOA fund accountability are properly charged and recorded by administrative and program cost categories to permit the preparation of accurate and supportable financial reports.
- b. CONTRACTOR will comply with controls, record keeping and fund accounting procedure requirements of WIOA, Federal and State regulations, and directives to ensure the proper accounting for program funds paid to CONTRACTOR by the WDB through a cost reimbursement process.
- c. This Agreement provides for the reimbursement of allowable costs that are identified and approved in the AGREEMENT budget, and incurred in the operation of the programs specified in the scope of services. Back-up documentation is required from CONTRACTOR to justify reimbursement payments made under this AGREEMENT.
- d. All expenditures must be reported on an accrual basis of accounting.
- e. No cost shall be allowed under this AGREEMENT which is not specifically identified in CONTRACTOR's approved budget. CONTRACTOR shall not transfer funds between cost categories or adjust designated "total budget" line items without prior written approval by the WDB (applicable to cost reimbursement contracts only). Invoices for reimbursement submitted by CONTRACTOR that include designated total line item expenditures above the total budget for that designated line item will not be paid until the cost overrun is reconciled. All limitations on expenditures specified in Federal and State fiscal requirements shall apply to this AGREEMENT.
- f. CONTRACTOR shall not charge nor receive compensation under this AGREEMENT for any services or expenses unless said services or expenses are directly and exclusively related to the purpose of this AGREEMENT. In addition, payment may not be received by CONTRACTOR from any other source for said services or expenses. Moreover, funds shall not be allowed for cost incurred before or after the effective dates of this AGREEMENT. CONTRACTOR shall not use WIOA funds as security or payment for obligations or as loans for activities of other funded programs.
- g. CONTRACTOR'S personnel whose time is charged to the budget under this AGREEMENT shall be paid on a pro-rata basis commensurate with the percentage of time devoted to the programs specified in the scope of services. Personnel costs including salary shall be reasonable. Employees of CONTRACTOR shall be compensated using WIOA funds under this AGREEMENT only for work performed under the terms of this AGREEMENT.
- h. The WDB shall not pay, and CONTRACTOR shall not request, payment for any accrued employee fringe benefits (including vacation and sick time), which were not accrued by CONTRACTOR's employees during the term of this AGREEMENT.
- i. In accordance with the requirements at 2 CFR 200.400(g), CONTRACTOR may not earn or keep any profit resulting from WIOA funds paid under this AGREEMENT, or other federal financial assistance.
- j. Any excess of revenue over costs incurred for services provided by CONTRACTOR must be included in program income. (WIOA secs. 194(7)(A)-(B)). Interest income earned on funds received under WIOA and Wagner-Peyser Act must be included in program income. (WIOA sec.194(7)(B)(iii)) Accordingly, these funds may be retained by CONTRACTOR to underwrite additional training or training related services pursuant to the project or program that generated them, consistent with the purposes of WIOA. When CONTRACTOR ultimately discontinues the provision of all WIOA training and/or services described in this AGREEMENT, program income remaining shall be returned to the WDB.
- k. CONTRACTOR shall make available to the WDB, upon request, a complete and detailed record or cost allocation of any expenses that are, in whole or in part, supported with program funds. This detailed account shall include percentages and total contributions from both WIOA and non-WIOA sources. Shared expenses may include, but are not necessarily limited to the following: staff salaries, facilities, equipment, etc.

- l. Travel expenses when permitted should be made at the agency rate per mile, but the rate cannot exceed the Agreement allowed by the Monterey County travel expense reimbursement policy, located online at: http://www.co.monterey.ca.us/auditor/pdfs/county_travel_business_expense_policy_12-5-12.pdf

9. PAYMENT OF AUTHORIZED EXPENDITURES

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

10. PERFORMANCE ACCOUNTABILITY

- a. CONTRACTOR, commencing as of the date of execution of this AGREEMENT by both parties, shall perform all the functions set forth in the AGREEMENT scope of services. Adequate performance under this AGREEMENT is essential and CONTRACTOR shall measure its performance results against goals and performance standards provided by this AGREEMENT. Measured performance below goals standards will constitute noncompliance with the terms of this AGREEMENT.
- b. It is the responsibility of CONTRACTOR to bring to the attention of the WDB 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 WDB within the time frame identified in the report. A corrective action plan shall consist of the following:
 - (1) Specific Actions to be taken
 - (2) The objective of each action
 - (3) Completion dates
 - (4) Person(s) responsible
 - (5) Result(s) to be accomplished
- c. CONTRACTOR shall submit all corrective plans to the WDB for written approval. If approved, CONTRACTOR shall keep the WDB aware of progress, on a continuing basis, until the corrective action plan results are accomplished. The WDB reserves the right to require modifications to the corrective action plan, satisfactory to the WDB, in the event of failure by CONTRACTOR to achieve the specified results.
- d. Failure of CONTRACTOR to satisfy administrative standards and/or performance goals may result in the immediate reduction of service levels to new applicants and/or enrollees by WDB. Such reduction will be accompanied by a proportionate decrease in obligated AGREEMENT funds.

11. MAINTENANCE OF EFFORT

CONTRACTOR shall comply with the following maintenance of effort requirements:

- a. CONTRACTOR warrants that participant positions funded through this AGREEMENT are in addition to those that would otherwise be financed by CONTRACTOR without assistance under WIOA.
- b. Participant positions funded through this AGREEMENT shall: (1) result in an increase in employment opportunities over those that would otherwise be available; (2) not result in the displacement of currently employed workers, including partial displacement such as a reduction in hours of non-over time work, wages

or employment benefits; (3) not impair existing contracts for service or result in a substitution of Federal funds for other funds in connection with work that would otherwise be performed; (4) not substitute public service and/or work experience positions for existing jobs.

12. AMENDMENTS

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

- a. There is a decrease in Federal or State funding levels.
- b. Funds awarded to CONTRACTOR have not been expended in accordance with the budget included in the approved CONTRACTOR'S plan. This will occur if, after consultation with CONTRACTOR, the WDB has determined, in a manner consistent with State and Federal law, regulations and policies, that funds will not be spent in a timely manner.
- c. There is a change in State and Federal law or regulation requiring a change in the provisions of this AGREEMENT.

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

13. REPORTING

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

14. TERMINATION

This AGREEMENT may be terminated, in whole or in part, for either of the two following circumstances:

- a. **Termination for Convenience:** Either the WDB or CONTRACTOR may request a termination, in whole or in part, for convenience. CONTRACTOR will give a ninety (90) calendar day advance notice in writing to the WDB. The WDB will give a ninety (90) calendar day advance notice in writing to CONTRACTOR.
- b. **Termination for Cause:** The WDB may terminate this AGREEMENT, in whole or in part, when it has determined that CONTRACTOR has substantially violated a specific provision of the WIOA regulations, the Uniform Guidance, or implementing State legislation and corrective action/sanctions or has not been taken, or has failed to meet stated performance outcomes of this contract.

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

Notices to the WDB will be addressed to:

Executive Director
Workforce Development Board (WDB)
1441 Schilling Place, North
Salinas, CA 93901

Notices to CONTRACTOR will be addressed to:

David Spaur
Director
Monterey County Economic Development Department – Office for Employment Training
1441 Schilling Place, North
Salinas, CA 93901

15. RECORDS MAINTENANCE & RETENTION

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

16. AUDITS

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

17. DISALLOWED COSTS

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

18. CONFLICTS

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

19. PROPERTY

- a. All property, whether finished or unfinished documents, data, studies and reports prepared or purchased by CONTRACTOR under this AGREEMENT, will be disposed of in accordance with the direction of the WDB. In addition, any tools and/or equipment furnished to CONTRACTOR by the WDB and/or purchased by CONTRACTOR with funds pursuant to this AGREEMENT, will be limited to the use within the activities outlined in this AGREEMENT and will remain the property of the DOL and/or the WDB. Upon termination of this AGREEMENT, CONTRACTOR will immediately return such tools and/or equipment to the WDB or dispose of them as prescribed by the WDB.
- b. All non-expendable property acquired with program funds provided, in whole or in part, under this AGREEMENT shall become property of the WDB at the time of acquisition and shall be returned to the WDB upon termination of the AGREEMENT and completion of the program or at such time as the WDB makes a request for such property. Non-expendable property is defined as property which will not be consumed or lose its identity during the AGREEMENT term, has a unit value in excess of \$1,000 at the time of purchase, and is expected to have a useful life of one year or more.
- c. CONTRACTOR shall obtain advance written approval of WDB for purchase of any non-expendable equipment having a unit purchase price of \$1,000 or more, and use expectancy in excess of one year.
- d. Property records for non-expendable property shall be accurately maintained by CONTRACTOR and shall reflect the following:
 - (1) a description of the property;
 - (2) acquisition date and costs;
 - (3) supplier; and
 - (4) percentage of the cost of the property purchased with funds from this AGREEMENT.
- e. CONTRACTOR shall insure that adequate safeguards are provided to prevent loss, damage or theft of the property. In the case of all suspected thefts and if there is any possibility of a criminal cause of the loss or damage, CONTRACTOR shall report the loss, damage, or theft to the police, unless the possible crime occurred in another jurisdiction, in which case CONTRACTOR shall report it to the law enforcement authorities with that jurisdiction and CONTRACTOR shall provide a copy of the law enforcement report to the WDB.

20. CONFIDENTIALITY REQUIREMENTS

The WDB and CONTRACTOR will exchange various kinds of information pursuant to this AGREEMENT. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special

precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the County of Monterey, State of California EDD, California Department of Social Services, California Department of Education, California Department of Corrections and Rehabilitation, County Welfare Department(s), County IV-D Directors Office of Child Support, Office of the District Attorney, California Department of Mental Health, California Office of Community Colleges and Department of Alcohol and Drug Programs.

The WDB and CONTRACTOR agree that:

- a. Each party must recognize and safeguard personally identifiable information (PII) and information designated as sensitive in accordance with Uniform Guidance 2 CFR 200.303 – Safeguarding Personally Identifiable Information. CONTRACTOR must take reasonable measures to safeguard protected PII, as well as any information that the WDB designates as sensitive. Both CONTRACTOR and the WDB must meet the requirements in Training and Employment Guidance letter (TEGL) 39-11, Guidance on the Handling and Protection of Personally Identifiable Information, located at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872.
- b. Each party shall keep all information that is exchanged between them in the strictest confidence and make sure information available to their respective employees is only on a “need-to-know” basis.
- c. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- d. CONTRACTOR agrees that information obtained under this AGREEMENT will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this AGREEMENT.
 - (1) Aggregate Summaries: All reports and/or publications developed by CONTRACTOR based on data obtained under this AGREEMENT shall contain confidential data in aggregated or statistical summary form only. “Aggregated” refers to a data output that does not allow identification of an individual or employer unit.
 - (2) Publication: Prior to publication, CONTRACTOR shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
 - (3) Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
- e. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.
- f. CONTRACTOR shall notify the WDB of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (831) 759-6644 or (831) 796-6434. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets. CONTRACTOR shall cooperate with the WDB in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If CONTRACTOR learns of a breach in the security of the system which contains confidential data obtained under this AGREEMENT, then CONTRACTOR must provide notification to individuals pursuant to Civil Code Section 1798.82.
- g. CONTRACTOR shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this AGREEMENT. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.

- h. At no time will confidential data obtained pursuant to this AGREEMENT be placed on a mobile computing device or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- i. Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in Section 1798.55 of the Civil Code, Section 502 of the Penal Code, Section 2111 of the Unemployment Insurance Code, Section 10850 of the Welfare and Institutions Code and other applicable local, State and Federal laws.
- j. Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- k. Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- l. If the WDB or CONTRACTOR enters into an AGREEMENT with a third-party to provide WIOA services, the WDB and CONTRACTOR agree to include these data and security and confidentiality requirements in the AGREEMENT with that third-party. In no event, shall said information be disclosed to any individual outside of that third-party's authorized staff, subCONTRACTOR(s), service CONTRACTORS, or employees.
- m. CONTRACTOR may, in its program operations, allow an individual to register for resume-distribution services at the same time the individual enrolls in the CalJOBS system. CONTRACTOR shall ensure that it and all subCONTRACTORS comply with the confidentiality requirements of this AGREEMENT and any other terms of this AGREEMENT that may be applicable. In addition, the following requirements must be adhered to by CONTRACTOR and its subCONTRACTORS:
 - (1) All client information submitted over the Internet to CONTRACTOR and/or subCONTRACTOR(s) databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Client's social security numbers must be stored in a separate database within CONTRACTOR and/or subCONTRACTOR(s) network of servers, and protected by a firewall and a secondary database server firewall or AES1 data encryption. If a CONTRACTOR and/or subCONTRACTOR(s) obtain confidential information, the AGREEMENT between CONTRACTOR and its subCONTRACTOR(s) must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. In accordance with Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900, social security numbers and other client specific information shall not be retained for more than three years after a client completes services. CONTRACTOR and/or subCONTRACTOR(s) should extend this period, only if any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three-year retention period. In this case, the records should be maintained until completion of the action and resolution of all issues arising from it, or until the close of the three-year retention period, whichever is later.
 - (2) Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using CONTRACTOR and/or subCONTRACTOR(s) services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in CONTRACTOR and subCONTRACTOR(s) AGREEMENT scope of services.
 - (3) CONTRACTOR must give an America's Job Center of California (Job Center) or One-Stop Career Center (One-Stop) client the option to use the Job Center or One-Stop services, including CalJOBS, even if he or she chooses not to use any services of CONTRACTOR and/or subCONTRACTOR(s). This option shall be prominently, clearly, and immediately communicated to the client upon registration within the Job Center or One-Stop for the CalJOBS system. This obligation applies even if CONTRACTOR's and/or subCONTRACTOR's resume-distribution services, or any other services are offered to the client.
 - (4) CONTRACTOR and/or subCONTRACTOR(s) must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other

services CONTRACTOR and/or subCONTRACTOR(s) offers. CONTRACTOR and/or subCONTRACTOR(s) shall not use a client's personal and/or demographic information without the client's prior permission. A link to CONTRACTOR and/or subCONTRACTOR(s) privacy policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.

- (5) When the WDB modifies State automated systems such as CalJOBS or it shall provide reasonable notice of such changes to CONTRACTOR and/or subCONTRACTOR(s). CONTRACTOR shall be responsible to communicate such changes to its subCONTRACTOR(s) in the local area.
- n. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation.

EXHIBIT C

BUDGET DETAIL

WIOA Title I Youth Programs
July 1, 2017 through June 30, 2018

YOUTH PROGRAM OPERATOR WORKFORCE INNOVATION AND OPPORTUNITY ACT				
Organization:	Office for Employment Training			
North County:	Monterey			
Contract Year:	July 1, 2017- June 30, 2018			
I. OPERATING COSTS				
A. WAGES AND FRINGES				
Position Title	Salary	FTE Allocated to Contract	Leveraged Amount	Total Cost to Contract
WIB Employment Programs Rep III *	\$101,757.00	100.00%		101,757.00
WIB Employment Programs Rep II *	\$101,921.00	100.00%		101,921.00
WIB Employment Programs Rep II *	\$93,740.00	100.00%		93,740.00
4				-
5				-
6				-
7				-
8				-
9				-
10				-
Subtotal Wages & Fringes				297,418.00
B. OTHER OPERATING				
Advertising				
Audit				
Copying/Printing				40.00
Dues/Membership				
Equipment Lease/Purchase/Maintenance				500.00
Facilities Rent/Maintenance				
Insurance				
Legal Fees				300.00
Meeting Room Rent				
Misc (License, Tax, Other Fees)				
Postage				80.00
Publications				
Staff Development				1,000.00
Staff Travel				2,200.00
Supplies (Not Testing)				3,200.00
Telephone				208.00
Computer/Technology				1,000.00
Other (Professional Services, County Exp)				4,400.00
Other (Special Dept Exp - County Required)				11,494.00
Subtotal Other Operating				24,422.00
SUBTOTAL OPERATING				321,840.00

EXHIBIT C

BUDGET DETAIL

WIOA Title I Youth Programs
July 1, 2017 through June 30, 2018

Performance Goal			(32,124.00)
Meeting Performance Goals			32,124.00
Total Performance Goals			-
TOTAL OET BUDGET			321,840.00
WDB BUDGETED PROGRAM COSTS (OET NEEDS TO TRACK THIS SPENDING BUDGET)			
C. DIRECT PARTICIPANT COSTS			
Work Experience			135,350.00
Occupational Skills Training			58,000.00
Supportive Services			16,600.00
Other (Specify in narrative)			
Subtotal Direct Participant Costs			209,950.00
D. INDIRECT COSTS			
E. PROFIT			
TOTAL BUDGET			531,790.00

* Position titles are subject to change

EXHIBIT C

BUDGET DETAIL

WIOA Title I Programs

July 1, 2017 through June 30, 2018

YOUTH PROGRAM OPERATOR WORKFORCE INNOVATION AND OPPORTUNITY ACT				
Organization:	Office for Employment Training			
North County:	Monterey			
Contract Year:	July 1, 2017- June 30, 2018			
I. OPERATING COSTS				
A. WAGES AND FRINGES	Salary	FTE Allocated to Contract	Leveraged Amount	Total Cost to Contract
Position Title				
WIB Rep III - Funded Oct 2017 - June 2018	\$100,000.00	75.00%		75,000.00
				0.00
Subtotal Wages & Fringes				75,000.00
B. OTHER OPERATING				
Advertising				
Audit				
Copying/Printing				
Dues/Membership				
Equipment Lease/Purchase/Maintenance				
Facilities Rent/Maintenance				
Insurance				
Legal Fees				
Meeting Room Rent				
Misc (License, Tax, Other Fees)				
Postage				
Publications				
Staff Development				
Staff Travel				
Supplies (Not Testing)				
Telephone				
Computer/Technology				
Other (Professional Services, County Exp)				
Subtotal Other Operating				
SUBTOTAL OPERATING				75,000.00
Performance Goal				
Meeting Performance Goals				
Total Performance Goals				0.00
TOTAL OET BUDGET				75,000.00
WDB BUDGETED PROGRAM COSTS (OET NEEDS TO TRACK THIS SPENDING BUDGET)				
C. DIRECT PARTICIPANT COSTS				
Work Experience				
Occupational Skills Training				
Supportive Services				15,750.00
Other (Specify in narrative)				
Subtotal Direct Participant Costs				15,750.00
D. INDIRECT COSTS				
E. PROFIT				
TOTAL BUDGET				90,750.00

EXHIBIT C-1

Invoice

WIOA Youth Program 2017-18

Monterey County Workforce Development Board

c/o Fiscal Manager
 1441 Schilling Place - North Building
 Salinas, CA 93901

Invoice #: 100

Date:

Expenditure for
 the month of:

Agency:

Office for Employment Training
 730 La Guardia Street
 Salinas, CA 93905

Budget Item	Current Expenditures	YTD Expenditures	Total Budget	Remaining Budget	% Expended
A. Salaries and Fringe Benefits					
Salaries	\$0.00	\$0.00	\$0.00	\$0.00	0%
Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00	0%
B. Other Operating					
Advertising	\$0.00	\$0.00	\$0.00	\$0.00	0%
Audit	\$0.00	\$0.00	\$0.00	\$0.00	0%
Copying/Printing	\$0.00	\$0.00	\$0.00	\$0.00	0%
Dues/Membership	\$0.00	\$0.00	\$0.00	\$0.00	0%
Equipment Lease/Purchase/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0%
Facilities Rent/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0%
Insurance	\$0.00	\$0.00	\$0.00	\$0.00	0%
Legal Fees	\$0.00	\$0.00	\$0.00	\$0.00	0%
Meeting Room Rent	\$0.00	\$0.00	\$0.00	\$0.00	0%
Misc (License, Tax, Other Fees)	\$0.00	\$0.00	\$0.00	\$0.00	0%
Postage	\$0.00	\$0.00	\$0.00	\$0.00	0%
Publications	\$0.00	\$0.00	\$0.00	\$0.00	0%
Staff Development	\$0.00	\$0.00	\$0.00	\$0.00	0%
Staff Travel	\$0.00	\$0.00	\$0.00	\$0.00	0%
Supplies (Not Testing)	\$0.00	\$0.00	\$0.00	\$0.00	0%
Telephone	\$0.00	\$0.00	\$0.00	\$0.00	0%
Computer/Technology	\$0.00	\$0.00	\$0.00	\$0.00	0%
Other (Specify)	\$0.00	\$0.00	\$0.00	\$0.00	0%
C. Direct Participant Costs					
Training	\$0.00	\$0.00	\$0.00	\$0.00	0%
Supportive Services	\$0.00	\$0.00	\$0.00	\$0.00	0%
Other (Specify in narrative)	\$0.00	\$0.00	\$0.00	\$0.00	0%
Subtotal Direct Participant Costs	\$0.00	\$0.00	\$0.00	\$0.00	0%
D. Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00	0%
TOTAL BUDGET	\$0.00	\$0.00	\$0.00	\$0.00	0%

Monthly Obligations:	
Monthly Program Income:	
Accrued Expenditures:	

EXHIBIT E

YOUTH Monthly Program Status Report

Agency Name: **Office for Employment Training**

For the Period Ending: **July 31, 2017**

		North County		
Enrollments	Goal	Monthly Plan	Monthly Actual	% of Goal
CARRY-IN enrollments	105			0
NEW enrollments	72			0

Program Performance Goals:				
		North County		
Training	Goal	Monthly Plan	Monthly Actual	% of Goal
Placed in employment in WDB priority industry sectors	50			0
Placed in paid work experience in WDB priority industry sectors	40			0
Completion of occupational skills training/credential in WDB priority industry	15			0
Youth in occupational skills training and entered employment in WDB priority industry sectors	15			0

Industry Clusters - Placements			
		North County	
Work Experience or Training Placements	Goal	Monthly Actual	% of Goal
Agriculture			0
Tourism/Hospitality			0
Education & Research			0
Health & Social Assistance			0
Construction			0
Other:			0

EXHIBIT E

YOUTH Monthly Program Status Report

Performance Goals (Local)			
	North County		
Quarter Ending:	Goal	Actual	% of Goal
Exits			0
Youth Placement in Employment or Education - 2nd QTR			0
Youth Retention - 4th Qtr			0
Youth Median Earnings - 2nd Qtr			0
Youth Attainment of a Degree or Certificate -within 1 year			0
Youth Measurable Skills Gain - during active program			0

EXHIBIT F

WIOA ELIGIBILITY CRITERIA

WIOA Title I Youth Programs
July 1, 2017 through June 30, 2018

	In-School Youth	Out-of-School Youth
General Eligibility		
Birth date/Age	Verify birth certificate, driver's license, passport, etc.	Verify birth certificate, driver's license, passport, etc.
Last 4 of SS#	Verify Social security card	Verify Social security card
U.S. Work Authorization	Satisfy documentation on Form I-9: www.uscis.gov	Satisfy documentation on Form I-9: www.uscis.gov
Selective Service Registration	Males only. Verify: https://www.sss.gov/	Males only. Verify: https://www.sss.gov/
Program Eligibility for Services		
Age	Age 16-21 years-old	Age 16-24 years-old
School Status	Attending secondary or post-secondary	Not attending any school
Income Criteria	Low Income; meets Youth LLSIL guidelines: http://www.montereycountywib.org/policies/policies/MCWDB-Policy-2011-01_Attachment_2015-LLSIL.pdf	See line 12 below:
Eligibility Criteria		
	<i>Meets one or more of the following:</i>	<i>Meets one or more of the following:</i>
	<ol style="list-style-type: none"> 1. Basic skills deficient 2. An English language learner 3. An offender 4. Homeless 5. Runaway 6. Foster care or aged out of system 7. Eligible for assistance under SS Act 8. Out-of-Home placement 9. Pregnant or parenting 10. Disabled 11. Requires additional assistance to enter or complete and educational program or secure or hold employment 	<ol style="list-style-type: none"> 1. School Dropout 2. Age of compulsory school attendance, but didn't attend school for at least the most recent school calendar qtr 3. Subject to the juvenile or adult justice system 4. Homeless 5. Runaway 6. Foster care or aged out of system 7. Eligible for assistance under SS Act 8. Out-of-Home placement 9. Pregnant or parenting 10. Disabled 11. Requires additional assistance to enter or complete and educational program or secure or hold employment 12. Recipient of a secondary school diploma or equivalent who is a low-income individual and is either basic skills deficient or an English language learner

EXHIBIT G

AJCC LOCATIONS

WIOA Title I Youth Programs
July 1, 2017 through June 30, 2018

Comprehensive Location	Physical Address	Site Supervisor(s)	Hours of Operation & Phone Number
MARINA	MBEST 3180 Imjin Road, Suite 157 Marina, CA 93933	Name: Rod Powell Title: Program Manager Agency: Office for Employment Training Phone: (831) 796-3248 Email: powellr@co.monterey.ca.us	Hours: Mon, Tue, Thursday 8:30am-4:00pm, except legal holidays Call ahead before arriving. Phone: (831) 899-8111

EXHIBIT H

REFERRAL FORM and PROCESS

WIOA Title I Youth Programs
July 1, 2017 through June 30, 2018

Referral Form

REFERRAL PROCESS: The referring agency is to both (1) transmit the referral form to the receiving agency and (2) give a copy of the form to the customer with instructions to present the form to the receiving agency at the time a face-to-face contact is made. After assisting the customer, the receiving agency is to complete the outcomes section of this form and return a copy to the originating agency that initiated the service referral. If the originating agency does not receive a copy of the referral form within 21 days, it shall contact the receiving agency to determine the outcome of the referral and document the outcome on this form.

CUSTOMER INFORMATION:	
Date of referral:	
Customer name:	
SS# (last 4):	
Address, City, State, Zip:	
Phone number:	
Email address:	
Service(s) customer is currently receiving (<i>check all that apply</i>):	<input type="checkbox"/> CalWORKS (TANF) <input type="checkbox"/> WIOA Basic Career Services <input type="checkbox"/> WIOA Individualized Services <input type="checkbox"/> WIOA Training Services <input type="checkbox"/> WIOA Employer/Business Services <input type="checkbox"/> Other, please specify:
Purpose of referral / services to be provided:	

REFERRING AGENCY:
Name of referring agency:
Contact person:
Phone number:
Email address:
Address, City, State, Zip:

It is recommended that customers contact the agency referred to below for services.

REFERRAL:
AGENCY REFERRED TO FOR SERVICES: (<i>Receiving Agency</i>)
Name of agency referred to:
Contact person:
Phone number:
Email address:
Address, City, State, Zip:

OUTCOMES:

List of Active Pending WDB Policies

As of October 9, 2015

EXHIBIT I

Policy Number	Name of Policy	Purpose of Policy <i>(Also includes comments)</i>
2013-01	Procurement Standards	The purpose of this policy is to provide guidance and procedures to be used by local recipients of WIOA funds regarding the purchase and procurement of goods and services.
2012-03	WIOA Training Expenditure Requirements	The purpose of this policy is to provide guidance on the implementation and tracking of training expenditure requirements imposed by Senate Bill (SB) 734. Effective PY 2016-17, local boards are required to spend at least 30% of the combined total of their Adult and Dislocated Worker WIOA formula fund allocations on workforce training services. This expenditure requirement does not apply to the youth funds. Up to 10% of the combined total of the Adult and Dislocated Worker formula fund allocation may be met by applying designated leveraged resources used for training services.
2012-02	Serious Barriers to Employment; supercedes #2003-11.	The purpose of this policy is to communicate local guidance regarding the Monterey County Workforce Development Board's definition of "youth who face serious barriers to employment", if he or she requires additional assistance to complete an educational program or to secure and hold employment, due to barriers described in this policy.
2011-05	On-the-Job Training (OJT)	The purpose of this policy is to provide guidance and criteria used in the development of and the administration of On-the-Job Training (OJT) contracts in compliance with the DOL waiver granted to California under WIA Section 101(31)(B) which permits an increase in employer reimbursement for on-the-job training through a sliding scale (between 50% and up to 90%) based on the size of the business.
2011-04	Individual Training Accounts	The purpose of this policy is to provide guidelines for implementing ITAs that is flexible and maximizes informed customer choice in selecting an eligible training provider. This policy sets the training limit amount to \$5,000 (as funds are available) and duration of ITAs developed up to 12 months for eligible individuals funded under the Workforce Innovation and Opportunity Act (WIOA) within Monterey County.
2011-01	Lower Living Standard Income Level (LLSIL) and Poverty Guidelines; 9/22/2015 - updated and posted 2015 LLSIL Income Levels	Purpose is to provide the annual update of the LLSIL and Poverty Guidelines used to establish low-income status for WIOA Title I programs to determine income eligibility for youth, income eligibility for employed adults for certain services and self-ufficiency. Please Note: Required updates to the LLSIL chart attached to the policy will be done annually and automatically. Policy Update Pending (to reflect 2016 levels).
2010-01	Monterey County WIOA Geographic Service Goals	Review service to WIOA eligible youth and adults by Geographic Area. Min. goal is 10%. Target goals: North 11%, Central 55%, West 16%, and South 18%.
2008-04	Youth Eligibility Documentation and Verification	Review acceptable eligibility documentation and verification procedures. Policy Update Pending (to reflect WIOA)
2007-08	Financial Reporting Policy for WIOA Subrecipients	Effective July 1, 2007, all subrecipients are required to use the accrual basis of accounting and submit a summary of WIOA expenditure reports to the Monterey County Office for Employment Training's Fiscal Office on a monthly basis.
2007-06	Certificate and Credential Definition and Policy	Information on the definition and use of a certificate and the exclusion of a credential under the Department of Labor Common Measures.
2007-04	Audit Resolution Policy	MCWDB and its subrecipients that award WIOA funds to lower-tier subrecipients must have written audit resolution policies and procedures that, at a minimum, follow the guidelines described in this policy.
2007-02	Accessibility Policy for Individuals with Disabilities	This policy requires that all program providers and subrecipients expending WIOA Title I funds shall comply with the WIA and Americans with Disabilities Act to offer a full array of services and coordinate a system of referrals to effectively serve people with disabilities who are ready to secure training or unsubsidized employment.
2005-10 - REVISED	Grievance and Complaint Procedures	Title 20 Code of Federal Regulations (CFR) Section 667.600 requires the Monterey County WDB under Title I of WIA, establish and maintain a procedure for receiving and acting upon complaints from clients or other interested parties affected by the local workforce investment system, including One-Stop partners and providers of services. Revision Required
2005-09 REVISED	Selective Service Registration	The purpose of this policy is to provide guidance regarding Selective Service registration requirements for participation in Workforce Innovation and Opportunity Act (WIOA) funded services. Additionally, this policy contains model questions to LWDA staff determine whether failure to register by a current or potential WIOA participant was knowing and willful.
2005-08	Industry Clusters	To be revised.
2005-07	Limited English Proficiency	Does the WIOA Title I subrecipient have a Plan that addresses the five elements? In addition to the five elements, does the plan include clear goals, management accountability, and opportunities for community input and planning?
2005-05	WDB Supportive Services Policy	Program operators authorized by the WDB to use WIOA Title I funds for support services must develop a written policy addressing the requirements of this policy.
2005-04	WDB Adult and Youth Service Strategy Goals Policy	WIOA Title I adult and youth service providers must meet the goals identified in this policy for all new enrollments. Participant percentage goals are set for Homeless, Out-of School, Offender, Disabled, TANF, Foster Care, Veterans, Older Workers, High School Dropouts, and Limited English demographic characteristics.

List of Active Pending WDB Policies

As of October 9, 2015

EXHIBIT I

Policy Number	Name of Policy	Purpose of Policy (Also includes comments)
2004-03	Incident Reporting Policy	WDB ED contact info was updated. All affected parties were notified on Jan 26, 2011. This policy provides procedures for reporting incidents, including but not limited to criminal fraud, criminal abuse or other criminal activity and non-criminal complaints, such as waste of funds, to the Compliance Review Division (CRD) of the Employment Development Department (EDD) and the Department of Labor's (DOL) Office of Inspector General (OIG).
2004-02	Recovery of WIOA Title I Tuition and Training Refunds Policy	Program operators in receipt of WIOA funds must produce and maintain a written policy/procedure to ensure the recovery of unused WIOA tuition monies.
2003-15	Local WDB Definition of Local Dependency Policy	Add to existing youth policy 2008-04
2003-09	Unlikely to Return Policy - REVISED	Create DW local definitions policy.
2003-08	Sufficient to Demonstrate Attachment to the Workforce Policy	Create DW local definitions policy.
2003-06	Difficulty Obtaining or Upgrading Employment for Displaced Homemakers Policy	Create DW local definitions policy.
2003-03	Local WDB definition of Deficient in Basic Literacy Skills Policy	Add to existing youth policy 2008-04