

**WIA TITLE I ADULT SUBCONTRACT:  
SHORELINE WORKFORCE  
DEVELOPMENT/GOODWILL INDUSTRIES**



**COUNTY OF MONTEREY STANDARD AGREEMENT  
(MORE THAN \$100,000)**

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:  
Goodwill Industries of Santa Cruz/Monterey/ San Luis Obispo Counties, CA non-profit corp.,  
(hereinafter "CONTRACTOR").

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

**1.0 GENERAL DESCRIPTION.**

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide** core, intensive, training and supportive services to Workforce Investment Act (WIA) Title I eligible adults.

**2.0 PAYMENT PROVISIONS.**

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 174,361.

**3.0 TERM OF AGREEMENT.**

3.01 The term of this Agreement is from October 1, 2013 to June 30, 2014, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

**4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.**

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

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

## 5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION.

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

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION.

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

## 9.0 INSURANCE REQUIREMENTS.

### 9.01 Evidence of Coverage:

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

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

### 9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

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

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

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

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

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

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

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

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

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

9.04 Other Requirements:

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

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

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

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

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

## 10.0 RECORDS AND CONFIDENTIALITY.

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

## 11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal,

state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

**12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.**

12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

**13.0 INDEPENDENT CONTRACTOR.**

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

**14.0 NOTICES.**

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
David Spaur, Economic Development Director	John Collins, Senior Vice President
Name and Title	Name and Title
Economic Development Department / WIB 168 West Alisal Street, 3rd Floor Salinas, CA 93901	Goodwill Industries of Santa Cruz/Monterey/ San Luis Obispo Counties, a CA non-profit corp 350 Encinal Street, Santa Cruz, CA 95060
Address	Address
(831) 755-5387	(831) 423-8611 x223
Phone	Phone



## 15.0 MISCELLANEOUS PROVISIONS.

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

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

-----*This section left blank intentionally*-----



**16.0 SIGNATURE PAGE.**

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

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Department Head (if applicable)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Date: \_\_\_\_\_

Approved as to Form<sup>1</sup>

By: Kay Beeman  
County Counsel

Date: 10/1/13

Approved as to Fiscal Provisions<sup>2</sup>

By: [Signature]  
Auditor/Controller

Date: RISK MANAGEMENT (1-3-13)

COUNTY OF MONTEREY  
APPROVED AS TO INDEMNITY/  
INSURANCE LANGUAGE

Approved as to Liability Provisions<sup>3</sup>

By: [Signature]  
Risk Management

Date: 10-3-13

Goodwill Industries of Santa Cruz/Monterey/San Luis Obispo Counties, a CA non-profit corp

Contractor's Business Name\*

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

John T. Collins II, Sr V.P.  
Name and Title

Date: 9/26/13

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

NICHOLAS ANDREWS, DIR OF FINANCE  
Name and Title

Date: 9/26/13

County Board of Supervisors' Agreement Number: \_\_\_\_\_, approved on (date): \_\_\_\_\_

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

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**PROGRAM DESIGN NARRATIVE**

**Statement of Work**

Goodwill Industries of Santa Cruz, Monterey, and San Luis Obispo Counties, a California non-profit corporation (501(c)3), dba Shoreline Workforce Development Services (SWDS) will provide Core, Intensive, Training & Supportive Services to 52 Workforce Investment Act (WIA) Title I eligible adults participants, 27 of whom will participate in On-the-Job Training (OJT) programs or Individual Training Accounts (ITA). Twenty-four (24) participants will receive direct placement services. If necessary, short term pre-vocational services, to include computer skills remediation, will be provided to a minimum of three (3) direct placement participants.

This program is designed to meet the training and employment needs of all five WIA identified target populations by leveraging existing WIA contracts, developing the capacity of partners, complementing and expanding SWDS Neighborhood Career Centers (NCC's) in Salinas and Marina, providing On The Job Training (OJT) contracts, in-house remedial and specific skills training, and Individual Training Account opportunities (ITA's). SWDS will capitalize on its existing workforce development systems to provide additional resources for job seekers and employers in Monterey County.

SWDS will provide the full array of WIA activities to include Core A (Universal), Core B, Intensive, and Training services in all four geographic regions of the county, focusing upon the West, South, and North areas of the county. SWDS has developed a unique collaborative service model that incorporates an *Anchor & Feeder* system that efficiently and effectively serves employers and job seekers alike.

**Anchor Service Centers**-These established career centers will provide collaboration and points of contact to recruit target populations and outreach into the communities and provide a full range of services to specific regional areas.

In the North, SWDS will locate staff at the Watsonville Career Center, in collaboration with the Santa Cruz County Workforce Investment Board, to serve participants from North Monterey County who reside in Pajaro and Moss Landing. In the South, the project will cross train One Stop staff in Paso Robles to serve the needs of job seekers who live near the San Luis Obispo County (SLO) border. The program will locate a staff member at the King City County One Stop Center to serve Mid-South County. In the Central region of the county, SWDS will provide WIA services directly out of the Salinas NCC. Significantly, SWDS moved into a larger new facility on N. Main Street in Salinas; the move expands the ability to co-locate partner staff and serve as a central meeting space for contract activities. In the West, SWDS will expand the NCC in Marina. This site will also serve as the central location for remedial and training services.

**Feeder Partnerships**-Five partners will serve as "feeders" of target populations to the Anchor Service Centers. These partners were strategically selected based on a combination of criteria to include target populations served, geographic locations, the opportunity to leverage resources, and a demonstrated history of working effectively with SWDS.

Specific WIA activities will vary between partners; all partners will provide the Anchor Centers with training or employment ready target population participants. The charts below summarize the *Anchor & Feeder* service model.

#### Anchor Partnerships (4)

Partner	Geo Location(s)	Population Served	Operating Plan/Svc Type
Santa Cruz County WIB	North Monterey County (Pajaro & Moss Landing)	All Target Populations	Co-locate staff member at the Watsonville Career Center SC WIB-Core A & B; SWDS-Core B, Intensive & Training
Business & Career One-Stop of SLO Co.	South Monterey County	All Target Populations	SWDS SLO-Core A & B; SWDS Monterey Co.-Intensive & Training
Salinas NCC	Central Monterey County	All Target Populations	Core A (Self-Service), Core B, Intensive & Training
Marina NCC	West Monterey County	All Target Populations	Core A (Self-Service), Core B, Intensive & Training

#### Feeder Partners (5)

Partner	Geo Location(s)	Population Served	Operating Plan/Svc Type
Teen Challenge /Pajaro Rescue Mission	North Monterey County (Pajaro)	All Target Populations	SWDS- Core B-Intensive and Training services
Alliance on Aging (AoA)	All Locations	Veterans & spouses, Disabled, High School Dropouts	AoA-Core A; SWDS- Core B-Intensive and Training services
Vocational Rehabilitation Specialists, Inc (VRS)	All Locations	All Target Populations-WIA Priority Veterans	SWDS- Core B-Intensive and Training services; co-enrollment in Dept. of Veterans Affairs
Turning Point	Central County	Disabled, Homeless, Offenders, High School Dropouts	Cross Referral; Staff development. Participant training services
CalWORKs Employment Services	All Locations	All Target Populations	SWDS-Core B, Intensive & Training; co-enrollment in CalWORKs

**Partner Interaction/Referrals**-SWDS has developed a customer referral system for use by all feeder partners. A specific SWDS case manager will be assigned as the designated point of contact for individual partners. SWDS will receive referrals from Feeder agency partners electronically via Virtual One Stop/Virtual Career Center (VOS/VCC), e-mail, or in person through the Anchor Service Centers.

Specific WIA and system training will be provided on a quarterly basis during mandatory partner meetings to assure quality control and compliance. In an effort to provide consistent and professional services, all partner staff will be afforded the opportunity to participate in Global Career Development Facilitator Training and specialized digital inclusion training developed by Goodwill International.

It is expected that each case manager will be in contact with their assigned partner on a regular basis (bi-weekly to monthly). Partners will be encouraged to co-locate at Anchor Centers in close proximity to their agency office or facility.

**Eligibility-**Through WIA contract administration, the Monterey, SLO and Santa Cruz Counties WIBs have recognized SWDS's ability to complete and provide WIA eligibility verification, assessments, case management and job placement services to hundreds of participants. SWDS's ability to perform these activities and services has been documented in numerous WIA monitoring reports over the past 8 years. SWDS has secured and successfully met outcomes on WIA contracts, TANF/CalWORKs contracts, ARRA and ECF grants, DOL grants.

Consistent with WIA requirements, SWDS will identify and document a candidate's self-sufficiency needs, prior education, basic skill level, work skills and experience, barriers to employment, soft skills or employability skills, career interests and aptitudes. SWDS utilizes the TABE to determine computation and verbal expression skills. SWDS can also use the Prevaluate Internet based testing program as a tool to determine specific technical skill levels. This program evaluates a number of office related skills to include customer service, MS Office, typing speed, and computer administration. This program can also be used to provide interested employers with level of skill information concerning our OJT candidates.

**Core A-Self-Service** and informational services will be provided through the Salinas and Marina NCC's, as well as the SLO and Santa Cruz One Stops. These services include Labor Market Information (LMI), job leads, job search and placement assistance, information which can be accessed by the job-seeker through the use of technology, and orientation to WIA services.

**Core B Services-**Following the WIA Orientation, eligible job seekers will be transitioned into Core B staff assisted activities. These activities involve staff assisted job search and placement assistance, career counseling, job referrals, job development including working with employers, workshops and job clubs, and follow up services including essential employability skills counseling.

**Intensive Services-**SWDS Intensive Services will include comprehensive and specialized assessments, which may include WorkKeys® Readiness testing, Prevaluate Testing, academic and vocational specific tests; the development of Individual Employment Plans (IEP), career counseling and planning, case management, online short term pre-vocational services (remedial computer skills), supportive services and participant follow up. All these activities will support the direct placement search or the transition into training services.

**Training Services-**The WIB has acknowledged SWDS as the leader in OJT for employers and job seekers in Monterey County. In the last four contract years, SWDS has met or exceeded contract goals for both the development of OJT contracts, and, most importantly, employment retention. SWDS plans on developing a minimum of 27 OJT's or ITA's for eligible participants, with an emphasis on County identified sector based employment.

Shoreline plans to expend a minimum of 25% of their contract funds on training services per Senate Bill (SB) 734. Ten percent (10%) of the minimum training expenditure requirement may be met by applying leveraged resources used for training services. Leveraged resources may include match funds from employers including the employer paid portion of on-the-job training and customized training, Department of Labor National Emergency Grant funds, Federal Pell Grants and others. Reference the Employment Development Department (EDD) Directive WSD11-9, WIA Training Expenditure Requirements for guidance on the required expenditure level, training services, and list of leveraged resources. (Reference: [http://www.edd.ca.gov/Jobs\\_and\\_Training/pubs/wsd11-9.pdf](http://www.edd.ca.gov/Jobs_and_Training/pubs/wsd11-9.pdf))

SWDS will provide free open entry/exit computer application course training to participants; an internal assessment with each participant will determine the length and type of training required using a nationally recognized digital skills assessment instrument. These courses will be taught on-line using the GFC Learn Free online training site. This approach will increase the number of participants trained, while reducing the overall cost. If necessary, and determined on a case by case basis, additional ITA training opportunities will be provided to eligible participants. Only ETPL approved training that leads to a nationally recognized certificate will be used by SWDS.

A key component of preparing participants for employment will be Essential Employability Skills (Soft Skills) training. These skills will be taught during scheduled workshops.

SWDS's will assign individual case managers by sector specialty. Specific sectors, as determined by the Monterey WIB are: Agriculture; Building Design (Green Jobs); Health Care; Education; Hospitality/Tourism; Creative Technology. SWDS will place 50% of all participants in these industries.

**Supportive Services-** Based upon the IEP, supportive services will include, but are not limited to, transportation assistance, employment related medical services, appropriate work attire, and training and work related tools and equipment. SWDS will also refer participants to available community resources to receive additional wraparound services, such as alternative housing options/assistance, and financial assistance.

#### **Supportive Service Process**

1. The job specialist will assess the candidate's potential barriers to employment and the need for Supportive Services.
2. The job placement specialist will provide the program manager with a formal request for Supportive Services (mileage reimbursement forms, written estimates, etc.).
3. After review, the program manager will provide the specialist with a purchase order (PO) number, or submit a check request form to Goodwill's finance office, outlining the approved expenses. (A PO is approved by the Program Manager, the Senior VP of Workforce Development Services, and the President of Goodwill.) SWDS has established accounts with two local vendors. All specialists are directed to purchase Supportive Service items, utilizing the PO system, from these vendors. Payment for Supportive Services is administered by Goodwill's finance office.
4. Upon the purchase and delivery of Supportive Service items, the participant signs all receipts and related documents, such as a check stub, verifying delivery of the Supportive Service. Copies are maintained in the participant's file and with the program manager.

In special circumstances, SWDS will provide Supportive Services beyond the normal scope of established protocol (such as car repair). Two estimates for services must be provided for review prior to approval. Whenever possible, the program manger will utilize the PO system to procure services. If necessary, a check request will be processed for the selected provider of services. As customary, signed participant receipts are maintained by the program manager, the finance department, and the job placement specialist.

**ADA Accessibility** - SWDS has been advocating for and providing employment services to people with disabilities for more than 100 years. A written comprehensive accessibility plan has been completed by the organizations accessibility coordinator. WIB staff has completed accessibility review as part of the overall program monitoring.

**Referral System for Individuals Not Eligible for WIA Adult Services** - When SWDS works with an individual whom is not WIA eligible, that participant will be referred to an appropriate agency for needed assistance. Typically, a staff member will directly contact and, if required, complete a referral form to another program that best fits the individual's service needs. Follow up contact will be maintained with the parties to assure the participant receives appropriate services.

**VOS/Case Management** - SWDS has experience and will use the VOS case management system. Established case management practices will be conformed to when working with participants. On a bi-weekly basis, SWDS staff members will be advised of performance goals and individual contribution towards these goals. The program manager will maintain an ongoing internal record of program progress, which is reviewed with staff members as appropriate and as needed. These records supplement the VOS data base system. All staff members have and/or will be trained in the use of VOS and WIA case management practices. Individual case files will be maintained consistent with both WIA requirements and CARF, a National Accreditation Commission, and Career Development Facilitator (CDF) case management principles. Partner staff will be trained in WIA requirements and principles as an agenda item during scheduled quarterly meetings; for the long term health and effectiveness of the system SWDS is committed to the professional development of partner agencies.

**Internal Monitoring Arrangements, including Frequency and Check Points** - SWDS will provide monitoring of partners and services. SWDS will host quarterly mandated partner meetings for continuing WIA training, program performance, and to address emerging issues. SWDS will also assign a single point of contact for each partner and will hold bi-weekly to monthly check-in contact to monitor the referral and services flow. External audits are performed on an annual basis by outside auditors who are rotated every three years to ensure that cases of familiarity and compliancy are reduced.

SWDS will also attend on a regular basis (bi-weekly or monthly), America's Job Center of California (formerly One-Stop) operator and partner meetings hosted by the WIB to discuss updates on policies and directives, Virtual One Stop (VOS) system changes, potential opportunities, grant updates, best practices, etc.

Staff assignments will be coordinated by a case manager responsible for the oversight of Core A services. This staff person will also oversee the initial assessment and determination of need for all participants entering into the system though an Anchor Service Center.

**Frequency of Follow-up** - SWDS will follow both WIA and CARF required internal policies when completing follow-up activities. While in active services, participants will meet and/or be contacted weekly to bi-weekly; partner staff will be actively involved in the development and implementation of participant Individual Employment Training Plans (IEP). Participants will be contacted every two weeks during the exit quarter. During the follow up phase, participants will be contacted quarterly to comply with contract requirements and to assure successful retention.

**Outreach Strategies** - SWDS is committed to a variety of outreach and advertising activities such as social media and web based services, TV and radio marketing, as part of the overall



SWDS outreach strategy. SWDS uses the NCC's and partners to recruit job seekers and employers. Staff engages employers through direct contact and has established a comprehensive network of job sites to place job seekers into competitive employment. SWDS has developed an internal database of employers who consistently employ target populations. Partner agencies will be integrated into the overall *Anchor and Feeder* outreach strategy.

**Target Groups-** SWDS will serve all (100%) of the target populations, providing Training or Intensive services to a minimum of 52 participants. All partner roles have been outlined in partner descriptions and discussed in the Program Design Narrative.

Target Populations	Target Enrollments
Veterans and Eligible Spouses	10 19%
Disabled	10 19%
Homeless	10 19%
Offenders	7 13%
High School Dropouts	20 39%

**Geographic Goals-**All geographic percentage goals will be met as outlined in the chart below.

Geographic Region	Target Goal	SWDS Goal	Minimum Goal
North County	11%	20%	10%
South County	18%	20%	10%
West County	16%	25%	10%
Central County	55%	35%	10%

**Quarterly Performance and Enrollment Goals -** Enrollment and exit goals have been planned to meet, and/or exceed, RFP guidelines. SWDS will exit a minimum total of 52 participants by the end of the end of the fourth quarter. SWDS does not plan on carrying over Intensive and/or Training Service participants into P/Y 2014-15. The plan calls for 68.2% of exited participants to enter into employment. The overall retention rate is planned to reach 81.2%. At the conclusion of the contract year, SWDS plans an earned average hourly wage for placed participants of \$10.25. SWDS estimates earnings on average per participant of \$10,600 over a six month period (two quarters). These projections meet the common measure goals.

**WorkKeys® Assessments and Worldwide Interactive Network (WIN) Training**

1. **WorkKeys® Assessment Process:** SWDS will follow the current LWIA OJT policy, providing the WorkKeys® Readiness Indicator testing prior to the start of training. Following completion of training, SWDS will contact the participant and direct the participant to local testing sites to take advantage of the full WorkKeys® assessment.

Those who master these assessments will be eligible to receive a Career Readiness Certificate administered through the Central Coast Career Readiness Consortium lead by the Monterey County Business Council (MCBC). SWDS will work with the Office of Employment Training (OET) or Central Coast Career Readiness Consortium to develop an cooperative agreement to access their WorkKeys® assessment sites for participant convenience.

2. **Authorized WorkKeys® Locations:** SWDS will dedicate a minimum of one computer with Internet access for the use of OJT participants to access WorkKeys® Readiness

Indicator examination. As noted, following completion of training, the participant will be given the opportunity to take the full assessment. SWDS will work with OET or Central Coast Career Readiness Consortium to proctor WorkKeys® assessments. WorkKeys® assessments may also be provided by appointment through other partners of the Central Coast Career Readiness Consortium by contacting the Monterey County Business Council at (831) 582-3235.

3. **Authorized WIN Training Locations:** The Office for Employment Training (OET) has contracted with WIN to provide remediation training to individuals wishing to upgrade their skills. WIN is available at no costs to the customer. SWDS will refer participants to OET for WIN self-paced remediation training as suitable. WIN remedial training may also be provided by appointment through other partners of the Central Coast Career Readiness Consortium by contacting the Monterey County Business Council at (831) 582-3235.
4. **WorkKeys® Test Results:** To ensure customer confidentiality, SWDS will discuss WorkKeys® test results with the participant only to determine if they have reached their desired score.
5. **Fees:** The cost for WorkKeys® Readiness Indicator assessments is built into SWDS budget as an in-kind contribution.
6. **Disbursement of Career Readiness Certificates:** Certificates will be sent from ACT to MCBC once a week. MCBC in turn, will sign and distribute the certificates to Shoreline to issue to the recipient(s).
7. **Reporting to the WIB:** SWDS will provide WorkKeys® assessment performance updates to the WIB's Oversight Committee and other subcommittees of the WIB, as requested.

**Administrative Procedures-** SWDS has established standard operating policies and procedures (SOP) for administering WIA programs: determining eligibility verification, developing IEPs, case management and job placement activities, accessibility and fiscal controls. SWDS also has established practices working with individuals, community and partners. SWDS has written procedures for working with individuals which includes orientations to WIA and SWDS programs and services, right of persons receiving services, and grievance appeals procedures including an independent third party (EthicsPoints) reporting system. SWDS programs withstand monitoring and have a demonstrated history of WIA compliance while meeting reporting outcomes. SWDS has a demonstrated capacity and capability history in administering WIA programs.

**Payment Provisions-** SWDS will be paid on a cost reimbursement basis within the limits of the approved line item budget on Exhibit B.

**Key Personnel-** Fiscal and program oversight will be provided by the Senior Vice-President of Workforce Development, the onsite program manager, and the SWDS Fiscal Manager

**Fiscal Monitoring-** SWDS will provide a monthly invoice to the OET fiscal office. Monthly expenses will be indicated as well as the balance remaining in each of the line items. The Finance Manager, working under the direction of the Finance Director, is responsible to assure

timely and accurate submission of all workforce related invoices. Monthly invoices will be delivered no later than 15 working days of each subsequent month within the program year.

The program manager will be responsible for the daily monitoring of program expenditures, as well as evaluating the monthly invoice to ensure that no budget line item is exhausted before the completion of the contract year.

**Organizational Capability and Capacity-** Providing vocational services on the Central Coast since 1928, SWDS brings to this project experience successfully working with the employer community on a regional basis, knowledge of the WIA system, and a demonstrated record of collaborating with both community based organizations and county providers of WIA services to meet service goals. In the last fiscal year, SWDS served over 10,000 participants in the tri-county service area.

**Lead Agency Experience-** In Monterey County, SWDS is contracted with the WIB to provide Title I Adult OJT Program services; this contract has successfully been held since 2002. SWDS is contracted with the Santa Cruz County WIB to provide OJT placement services to low income and dislocated worker populations and runs the sole WIB recognized satellite One Stop Center in Santa Cruz. Since 2009, SWDS has served as the contracted WIA One Stop provider for San Luis Obispo County. Three One Stop Centers are currently operated in San Luis Obispo, Grover Beach, and Paso Robles. SWDS is an ETPL approved training provider in both Monterey and Santa Cruz Counties.

**Capacity to Manage State/Federal Grants-** SWDS has more than thirty years of experience administering federal contracts dating back to the Federal Comprehensive Employment and Training Act (CETA). In the last two years, SWDS has successfully managed multiple state and federal contracts to include the TANF/ECF Subsidized Employment Training Program, WIA Comprehensive One Stop system-SLO, the DOL NEG, DOLETA Virtual Career Exploration grant, CalWORKs Welfare to Work programs, and Monterey County and Santa Cruz County OJT contracts. Additionally, SWDS successfully administered ARRA programs in all three counties. These contracts totaled more than 10 million dollars.

External audits are performed on an annual basis by outside auditors who are rotated every three years to ensure that cases of familiarity and compliancy are reduced. All federal funding when required has an Office of Management & Budget (OMB) Single Audit performed per the OMB 133 Circular requirements. To date, Goodwill Industries of Santa Cruz, Monterey and San Luis Obispo prides itself in having received no exceptions reported in these audits. SWDS values best practices and is at the fore front in obtaining CARF accreditation for its One Stop services. SWDS is one of eight nationally recognized accredited One Stops.

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

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

- a. Determine if the participant needs additional “planned services”, prior to exit.
- b. Consider the effect the exit will have on Monterey County's overall Common Performance Measure outcomes including: Entered Employment, Employment Retention and Average Earnings.
- c. Develop a post exit strategy to increase retention

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

- a. **Entered Employment**  
Number of adult participants who are employed in the first quarter after exit quarter  
Number of adult participants who exit during the quarter
- b. **Employment Retention**  
Number of adult participants who are employed in both the second and third quarters after exit quarter  
Number of adult participants who exit during the quarter
- c. **Average Earnings**  
Total earnings in the second plus total earnings in the third quarters after the exit quarter  
Number of adult participants who exit during the quarter

EXHIBIT B  
LINE ITEM BUDGET  
2013-14

MONTEREY COUNTY  
WORKFORCE INVESTMENT BOARD

AGENCY: Shoreline Workforce Development Services  
ADULT SUBCONTRACT

Effective Date: October 1, 2013

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

ITEMIZED BUDGET CATEGORIES

	a200.0.15 CORE SERVICE	a200.0.04 INTENSIVE	TOTAL BUDGET	Quarterly Plan			
				12/31/13	3/31/14	6/31/2014	
8500	STAFF SALARIES AND BENEFITS	\$ 55,309	\$ 67,600	\$ 122,909.00	\$ 40,559.97	\$ 82,349.03	\$ 122,909.00
8500	SERVICES AND SUPPLIES						
8500	<i>Building Rent</i>	\$ -	\$ -		\$ -	\$ -	\$ -
8500	<i>Building Maintenance and Repair</i>	\$ -	\$ -		\$ -	\$ -	\$ -
8500	<i>Janitorial</i>	\$ -	\$ -		\$ -	\$ -	\$ -
8500	<i>Utilities</i>	\$ -	\$ -		\$ -	\$ -	\$ -
8500	<i>Postage and Shipping</i>	\$ -	\$ -		\$ -	\$ -	\$ -
8500	<i>Office Supplies</i>	\$ -	\$ -		\$ -	\$ -	\$ -
8500	<i>Computers/Hardware/Peripherals</i>	\$ -	\$ -		\$ -	\$ -	\$ -
8500	<i>Equipment Maintenance</i>	\$ -	\$ -		\$ -	\$ -	\$ -
8500	<i>Equipment Lease/Rental</i>	\$ -	\$ -		\$ -	\$ -	\$ -
8500	<i>Communications/Internet</i>	\$ -	\$ -		\$ -	\$ -	\$ -
8500	<i>Insurance</i>	\$ -	\$ -		\$ -	\$ -	\$ -
8500	<i>Employee Travel</i>	\$ -	\$ -		\$ -	\$ -	\$ -
8500	<i>Employee Training</i>	\$ -	\$ -		\$ -	\$ -	\$ -
8500	<i>Outreach/Printing</i>	\$ -	\$ -		\$ -	\$ -	\$ -
8500	<i>Other Professional Services-Audit</i>	\$ -	\$ -		\$ -	\$ -	\$ -
8500	TOTAL SERVICES AND SUPPLIES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

CENTRAL OPERATING EXPENSE (INDIRECT)				\$ -	\$ -	\$ -
PROFIT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Core Budget	\$ 55,309					
Total Intensive Budget		\$ 67,600				
TOTAL SUPPORTIVE SERVICES			\$ 5,552.00	\$ 1,832.16	\$ 3,719.84	\$ 5,552.00
TOTAL CONTRACT BUDGET			\$ 128,461.00	\$ 42,392.13	\$ 86,068.87	\$ 128,461.00

TRAINING POOLED SET-ASIDE	\$1,700 per OJT		\$ 45,900.00	\$ 15,147.00	\$ 30,753.00	\$ 45,900.00
TOTAL CONTRACT BUDGET OBLIGATION			\$ 174,361.00	\$ 57,539.13	\$ 116,821.87	\$ 174,361.00
SB734 Leverage/OJT Employer Contribution			\$ -	\$ -	\$ -	\$ -

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EXHIBIT C  
MONTHLY PERFORMANCE AND ENROLLMENT GOALS  
2013-14

Adult Program Operating Plan									
Cumulative Monthly Performance and Enrollment Goals									
Service Provider: Shoreline Workforce Development Services									
MONTH ENDING	10/31/2013	11/30/2013	12/31/2013	1/31/2014	2/28/2014	3/31/2014	4/30/2014	5/31/2014	6/30/2014
I. Total Enrollment in Core WIA Services	13	20	26	31	35	40	45	52	52
II. Total Enrollment in Intensive WIA Services (Sum of II.A.+II.B)	13	20	26	31	35	40	45	52	52
A. New Enrollments in Intensive Services	13	20	26	31	35	40	45	52	52
B. Enrollments Carried in from Prior Contract Year	0	0	0	0	0	0	0	0	0
C. Program Elements Intensive Services									
1) Case Mangement for Participants	13	20	26	31	35	40	45	52	52
2) Comprehensive Assessment	13	20	26	31	35	40	45	52	52
3) Development of Individual Employment Plan	13	20	26	31	35	40	45	52	52
4) Group Counseling	0	0	0	0	0	0	0	0	0
5) Work/Entry Employment Experience									
6) Individual Counseling and Career Planning	13	20	26	31	35	40	45	52	52
7) Short Term Pre-Vocational Services	1	1	1	1	2	2	2	3	3
8) Internships (Private Sector Work Experience)									
D. Total Enrollment in On-the-Job Training (OJT) or ITA's	3	6	10	14	16	20	25	27	27
1) New Enrollments	3	6	10	14	16	20	25	27	27
2) Enrollments Carried in from Prior Contract Year	0	0	0	0	0	0	0	0	0
III. Total Exits (Sum of III.A.+III.B)	0	0	4	10	15	23	25	35	52
A. Entered Unsubsidized Employment of Total Exits (68.2%)	0	0	4	8	10	18	20	29	36
1) Entered Unsubsidized Employment Following Training (68.2%)	0	0	4	8	10	18	20	29	36
B. All Other Exits	0	0	0	2	5	5	5	6	16
IV. Total Current Enrollment (II - III)	13	20	22	21	20	17	20	17	0

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## EXHIBIT D

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### OTHER TERMS AND CONDITIONS ADDENDUM TO THE COUNTY OF MONTEREY STANDARD AGREEMENT

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The following applies to all programs and/or projects funded under the Workforce Investment Act (WIA) conducted by Goodwill Industries of Santa Cruz, Monterey, and San Luis Obispo Counties, a California non-profit corporation, dba Shoreline Workforce Development Services (SWDS) hereinafter referred to as CONTRACTOR. The County of Monterey Board of Supervisors, acting as the Chief Local Elected Official (CLEO) of the Local Workforce Investment Area (LWIA), is hereinafter referred to as "County", or Workforce Investment Board (WIB).

#### 5. PERFORMANCE STANDARDS – Additional Provisions

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

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

#### 6. PAYMENT CONDITIONS / REIMBURSEMENTS / ADJUSTMENTS – Additional Provisions

- 6.05. CONTRACTOR shall maintain a financial management system that complies with Monterey County WIB adopted standards and as directed by the State of California. Fiscal accounts will be maintained in a manner sufficient to permit reports required by the WIB or the State of California to be prepared.
- 6.06. PAYMENT ADJUSTMENTS: If any funds are expended by the CONTRACTOR in violation of the terms of this Contract (including all applicable statutes, regulations, guidelines, WIB Bulletins), the County may deduct the amount of such unauthorized or illegal expenditures from payments otherwise payable to CONTRACTOR in order to recover any amount expended for unauthorized purposes in the current or immediate preceding fiscal year. No such action taken by County shall entitle the CONTRACTOR to reduce program operations or salaries, wages, fringe benefits, or services for any program participant. Any such reduction in expenditures may be deemed sufficient cause for termination of this Contract. Within thirty (30) days of request by County, CONTRACTOR shall reimburse County for any payments made for expenditures, which are in violation of this Contract.
- 6.07. PAYMENT OF AUTHORIZED EXPENDITURES: Subject to receipt of funds from State, County agrees to reimburse CONTRACTOR for expenditures authorized in the program budget. Financial reports and invoices are due to the fiscal department of the Office for Employment Training (OET) by the 15<sup>th</sup> working day of each month and shall include all obligations, expenditures and accruals incurred during the previous month, unless otherwise specified by the WIB. OET shall pay the certified invoice within 30 days of receiving the certified invoice. Financial information reported on claims must be directly linked to records maintained by the CONTRACTOR which support actual delivery of services as outlined in the existing contract between the subagent and the LWIA. The LWIA shall be the sole judge of what constitutes adequate supporting documentation.
- 6.08. FISCAL RESPONSIBILITIES

- 6.08.1. No cost shall be allowed under this Contract which is not specifically identified in CONTRACTOR approved budget or schedule of payment. CONTRACTOR shall not transfer funds between cost categories or adjust designated "total budget" line items without prior written approval by authorized WIB staff (applicable to cost reimbursement contracts only). Invoices for reimbursement submitted by CONTRACTOR that include designated total line item expenditures above the total budget for that designated line item will not be paid until the cost overrun is reconciled. Budget line items noted in *italics* are not subject to reconciliation if variance occurs except the total budget for the *italicized* category. All limitations on expenditures specified in Federal and State fiscal requirements shall apply to this Contract.
- 6.08.2. CONTRACTOR shall not charge nor receive compensation under this Contract for any services or expenses unless said services or expenses are directly and exclusively related to the purpose of this Contract. In addition, payment may not be received by CONTRACTOR from any other source for said services or expenses. Moreover, funds shall not be allowed for cost incurred before or after the effective dates of this Contract. Funds shall not be based as security or payment for obligations nor as loans for activities of other funded programs.
- 6.08.3. CONTRACTOR shall have adequate administrative and accounting controls, personnel standards, evaluation procedures and other policies to promote the program's effective use of funds provided under this Contract.
- 6.08.4. CONTRACTOR shall submit to the WIB all required reports on a timely basis as delineated by the WIB. Original OJT contracts (copies will not be accepted) must be submitted to the WIB no later than 3 days after the contract start date. Participant enrollment data not on file with the WIB at the time of OJT contract submittal will result in a negative evaluation. All such evaluations will be provided to the WIB as part of their Oversight and Evaluation responsibilities.



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

- 6.12.2. County shall not pay, and CONTRACTOR shall not request payment for any accrued employee fringe benefits (including vacation and sick time), which were not accrued by CONTRACTOR employees during the term of this Contract.
- 6.13. PER DIEM AND TRAVEL: Mileage payments when permitted should be made at the agency rate per mile, but the rate cannot exceed the amount allowed by the County of Monterey.
- 6.14. SUSPENSION OR REDUCTION OF FUNDING: County may suspend payments to CONTRACTOR prior to termination in whole or in part for cause. Cause shall include the following:
- (a) Failure to comply in any respect with either the terms and/or conditions of this Contract, or
  - (b) Submission to County of reports that are incorrect or incomplete in any substantial and material respect, or
  - (c) Termination or suspension by the State of the grant to the County.
- 6.14.1. County may withhold payment of any unearned portion of the grant if CONTRACTOR is unable or unwilling to accept any additional conditions that may be required by law, by executive order, by regulation, or by other policy announced by State at any time. Upon suspension of funds, CONTRACTOR agrees not to expend any funds related to or connected with any area of conflict concerning which County has determined that suspension of funds is necessary.
- 6.14.2. Failure of the CONTRACTOR to satisfy administrative standards and/or performance goals may result in the immediate reduction of service levels to applicants and/or enrollees by the County. Such reduction will be accompanied by a proportionate decrease in obligated contract funds.

#### **7. TERMINATION – Additional Provisions**

- 7.04. This Contract may be terminated immediately in whole or in part for cause, which shall include, but is not limited to the:
- (a) Suspension or termination by State of California of the grant to County under which this Contract is made, or
  - (b) Improper use of funds furnished under this Contract.
- 7.05. The CONTRACTOR shall have the right of appeal in the event of termination for cause only. Regular appeal procedures for resolving disputes may be utilized, except that if CONTRACTOR has failed to submit its appeal within fifteen (15) days from the date of termination notice, CONTRACTOR shall have no right to appeal. In any case, where County has made a determination of the amount due to CONTRACTOR, County shall pay to the CONTRACTOR the following:
- (a) If there is no right of appeal hereunder or if no timely appeal has been taken, the amount determined by County, or
  - (b) If an appeal has been taken, the amount finally determined by such appeal.

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

- 10.06. The expenditure of WIA funds is subject to independent audit under the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996. CONTRACTOR must furnish the Monterey County Office for Employment Training (OET) with an audit report within thirty (30) days of the completion of the audit but not more than nine (9) months after the end of the audit period.
- 10.07. Audit requirements are stipulated by the Office of Management and Budget (OMB) Circular A-133.

- 10.08. As a condition of receiving WIA funds, the independent auditor or monitor of the LWIA, the Employment Development Department (EDD) auditors, investigators, monitors, and their representatives, shall at all times during the period that the grant is in force and for a period of four years thereafter, have access to all related records and financial statements and to individuals with knowledge of the records and financial statements as may be necessary to ensure compliance to the WIA law, regulations, and directives.
- 10.09. Each LWIA will conduct and ensure that their subrecipients, expending a combined total of \$300,000 or more in federal funds in fiscal years ending on or before December 31, 2003, or \$500,000 or more of federal funds in fiscal years ending after December 31, 2003, conducts an audit in accordance with Section 184 of WIA, Title 20 CFR Section 667.200, Title 29 CFR Part 95 or 97 (as applicable), and Title 31 USC Chapter 75.
- 10.10. All documents, records, work papers, etc. associated with the audit shall be retained for a minimum of three (3) years after the issuance of the audit report. If, prior to the expiration of the three year time period, any audit resolution, litigation, or claim is instituted involving the grant covered by the records, the CONTRACTOR shall retain the documentation beyond the period until the audit findings, litigation, or claim has been finally resolved and written notification is received from the Director of the Employment Development Department regarding destruction.
- 10.10.1. Board Minutes. CONTRACTOR shall have available for WIA review copies to all Board or Council minutes in which the WIA program is discussed.
- 10.10.2. Public Statements/Press Releases. Prior to release, CONTRACTOR shall submit any press release or statement to the public related to this Contract to WIB for review and approval.
- 10.10.3. CONTRACTOR shall submit to County all required reports on a timely basis as delineated by County. CONTRACTOR shall submit written monthly status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken or other reports determined to be necessary by the WIB. These reports are due to the WIB by the 15th working day of each month. CONTRACTOR also shall submit on a timely basis all required contract supplemental documents.
- 10.10.4. CONTRACTOR shall make available to the County, upon request, a complete and detailed record or cost allocation of any expenses that are in whole or part supported with program funds. This detailed account shall include percentages and total contributions from both WIA and non-WIA sources. Shared expenses may include, but are not necessarily limited to the following: staff salaries, facilities, equipment, etc.

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

- 11.02. CONTRACTOR will take affirmative action to ensure that applicants and employees are treated during employment or services without regard to their race, color, religion, sex, citizenship, national origin, handicap, age, political affiliation or beliefs. Such action shall include, but not be limited to, the following:
- 11.03. Recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, demotion or transfer, job assignments, working conditions, hiring, training, and selection for training including apprenticeship, and all terms and conditions of employment.
- 11.04. CONTRACTOR will comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department



of Labor regulations, 41 CFR 60, 29 CFR 97.36 (i) (1-13), 29 CFR 37.20 (a) (1), and other pertinent Federal, State and local Equal Employment Opportunity and Affirmative Action regulations, guidelines and policies pertaining to WIA participants and CONTRACTOR staff.

- 11.05. CONTRACTOR will be governed by WIA procedures relating to complaints alleging violations of the Act, regulations, grant, other Contracts under the Act including terms and conditions of employment. Participants will be notified in writing, upon enrollment into employment or training, of the WIA Complaint Procedures including notification of their right to file a complaint and instructions on how to do so. Complaint Procedures include: (1) the right to file a complaint, (2) the opportunity to resolve complaints informally (3) written notice of hearings, and (4) a final decision within sixty (60) days of the date of filing.
- 11.06. PERSONNEL PROCEDURES: CONTRACTOR shall ensure equal employment opportunity based on objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, performance evaluation, and employee-management relations.

### 13. INDEPENDENT CONTRACTOR – Additional Provisions

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

### 14. NOTICE – Additional Provisions

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

### 15. MISCELLANEOUS PROVISIONS – Additional Provisions

- 15.18. Conflict of Interest. CONTRACTOR shall not pay compensation in any form to a person employed by County within the preceding two years, if such person in any way participated in any action or decision which affected the economic interest of CONTRACTOR or the action or decision was one which affected the CONTRACTOR's interest as a member of the public or a significant segment of the public, or as a member of an industry, profession or occupation to no greater extent than any other member of the public, industry, profession or occupation.
- 15.19. Amendment to Contract. This Contract contains the full and complete understanding between the parties subject to any applicable laws, rules, and regulations. County may issue administrative directives and/or unilateral Contract amendments concerning interpretations of federal rules and regulations, directives received from State and/or requests from the Board of Supervisors that may require changes in procedures by CONTRACTOR. CONTRACTOR shall be deemed responsible for complying with such administrative directives and/or amendments only after being formally notified in writing of the appropriate action necessary. CONTRACTOR may initiate requests for Contract amendments, including budget line-item amendments, only once per fiscal quarter. All requests for Contract amendment must provide a detailed justification for such an amendment.
- 15.20. Civil Code Section 1654. It is agreed and understood by the parties hereto that this Contract has been arrived at through negotiation and that neither party is to be deemed the party which prepared this Contract within the meaning of Civil Code Section 1654.
- 15.21. Authority to Bind Contractor. Prior to the execution of this Contract, CONTRACTOR shall furnish County in writing, a list of persons authorized to execute on behalf of CONTRACTOR: Contracts, modifications to Contracts, invoices or other documents as may be required by County. The above list should include signatures of all authorized individuals and be certified by CONTRACTOR governing body. In the event authority is delegated to a

position (e.g., President, Vice President, Treasurer), rather than to an individual, the list of positions so authorized shall be furnished including signatures of present position holders.

- 15.22. CONTRACTOR will assure that all customers first register through the Virtual One Stop Case Management System: <http://www.onestopmonterey.org/>
- 15.23. CONTRACTOR will assure that customers utilize the Virtual One Stop Case Management System for the provision of core services.
- 15.24. Customer follow-up services must be performed no later than 30 days and 90 days after services are rendered.
- 15.25. Customers accessing OJT or Classroom Training funds administered by the WIB must first receive at least one Core Service and Intensive Service and must meet one of the following WIB established priorities:
- (a) Those who are most able to benefit and whose services will result in the biggest return on investment. This included individuals who are currently receiving some kind of public assistance, including, but not limited to cash aid and unemployment insurance.
  - (b) Those who are currently underemployed, as defined by working part or full time, but unable to earn self-sufficiency wages.
- 15.26. Customers shall not be liable for outstanding charges as a result of registration or enrollment in a training program or training activity provided under this Contract.
- 15.27. County Contract Administrator. ~~The Executive Director of the Workforce Investment Board or his/her designee is~~ authorized and directed, for and on behalf of County, to administer this Contract and all related matters in connection herewith and his or her decision shall be final.
- 15.28. Referrals from Fee Service Agencies. CONTRACTOR shall not accept referrals for participant positions funded under this Contract from any agency which charges a fee to either the individual being referred or the employing agency for the services rendered. Charges incurred in violation of this clause shall be the sole responsibility of the CONTRACTOR, and shall not be charged to either this Contract or the participant employee under this agreement.
- 15.29. Property. Title to non-expendable property with a unit value in excess of \$1,000.00 acquired with program funds and with a life expectancy of one year or more in accordance with approved budgets, vests in the County subject to use for program purposes by the CONTRACTOR during the term of the use, accountability, maintenance, protection and preservation of such property insurance to cover the loss or theft of said equipment is due at WIB within 30 days of execution of this Contract. Upon completion of program, all such property shall be transferred to the possession of the County in accordance with the instruction of County.
- 15.29.1. CONTRACTOR shall obtain advance written approval of County for purchase of any non-expendable equipment having a unit purchase price of \$1,000.00 or more, and use expectancy in excess of one year.
- 15.29.2. All capital equipment shall be properly identified by serial number and inventoried by CONTRACTOR. This inventory shall be submitted to County and updated by CONTRACTOR as purchases are made.
- 15.30. Maintenance of Effort. The CONTRACTOR shall comply with the following maintenance of effort requirements:
- (a) Participant positions funded through this Contract are in addition to those that would otherwise be financed by CONTRACTOR without assistance under WIA.



- (b) Positions requested shall: (1) result in an increase in employment opportunities over those that would otherwise be available; (2) not result in the displacement of currently employed workers, including partial displacement such as a reduction in hours of non-overtime work, wages or employment benefits; (3) not impair existing contracts for service or result in a substitution of Federal funds for other funds in connection with work that would otherwise be performed; substitute public service and/or work experience positions for existing jobs.
- (c) CONTRACTOR will not terminate, lay off or reduce the working hours of an employee for the purpose of hiring an individual with funds available under WIA.
- (d) CONTRACTOR will not hire any person under WIA when any other person is on lay-off for the same or substantially equivalent job.

15.31. Other Program Obligations. As a condition to the award of financial assistance under Title I of WIA from the Department of Labor, the CONTRACTOR assures, with respect to operation of the WIA-funded program or activity and all Contracts or arrangements to carry out the WIA funded program or activity, that it will comply fully with the WIA Section 188 nondiscrimination and equal opportunity provisions of the WIA, including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by, or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

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

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

- (a) The copyright or patent in any work developed under a grant or Contract; and
- (b) Any rights of copyright or patent to which a grantee or CONTRACTOR purchases ownership with grant support.

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

## EXHIBIT E

### GENERAL ASSURANCES AND CERTIFICATIONS WORKFORCE INVESTMENT ACT (WIA)

#### I. COMPLIANCE WITH APPLICABLE LAWS:

Contractor assures and certifies that it will fully comply with the Workforce Investment Act (WIA) Public Law 105-220, as amended; Title 20 Code of Federal Regulations Part 626 et al, Title 29 Code of Federal Regulations Part 97 et al, Title 2 Code of Federal Regulations Part 225 et al, WIA Rules and Regulations; applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Title VI of the Civil Rights Act of 1964 and in accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be "otherwise subjected to discrimination under any program or activity for which the Contractor receives federal financial assistance; and will immediately take any measures necessary to effectuate this agreement. Further, it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant or agreement is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity. Contractor shall comply with WIA Section 188 that ensures non-discrimination and equal opportunity for various categories of persons, including persons with disabilities, who apply for and participate in programs and activities operated by recipients of WIA Title I financial assistance. Contractor shall comply with Equal Employment Opportunity (EEO) (Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented in 41 CFR Part 60, Title IX of the Education Amendments of 1972, as amended, Age Discrimination Act of 1975, amended, Drug Abuse Office and Treatment Act of 1972, as amended, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities, 523 and 527 of the Public Health Service Act of 1912, as amended, Single Act of 1984, Title VIII of the Civil Rights Act of 1968, as amended, Promoting Procurement with Small Businesses Owned and Controlled by "Socially and Economically Disadvantaged Individuals, Historically Black Colleges and Universities, and Minority Institutions (Executive Order 12928), Public Law 107-288 (38USC 4215) Jobs For Veterans Act, Public Law 118-8 Salary and Bonus Limitations, Public Law 94-163 of the Energy Policy Conservation Act, and Environmental Protection Agency requirements; the Family Economic Security Act (FESA) AB 3424, as amended; the Americans with Disabilities Act (ADA) of 1990; the California Public Records Act; Applicable Drug Free Workplace Requirements, Office of Management and Budget (OMB) Circulars and applicable compliance supplements; all other Federal, State and local laws, rules and regulations; policies and operating requirements of the Monterey County WIB; as well as applicable provisions and standards promulgated by the Department of Labor, including but not limited to the following:

- A. Selection of participants and staff,
- B. Use of State and/or Federal funds,
- C. Requirements for record keeping and reporting,
- D. Provisions regarding the compensation and working conditions of participants and non-discrimination requirements.

If regulations are amended or revised, Contractor shall comply with them or notify Monterey County WIB, within 30 days after promulgation of amendments or revisions that it cannot so conform.

#### II. RECORDS

##### A. Access

Contractor shall give the Comptroller General of the United States, and any authorized representative of the Monterey County WIB or any appropriate federal or state agency complete access to the right to examine any and all records, books, participant files, papers, reports, and audits. And other documents and physical evidence related to the program, as often as deemed necessary by any of the authorized representative named by Chief Executive Officer.

##### B. Retention

The Contractor shall make any and all WIA-related records, reports, participant files, and other documentation any physical evidence, in addition to documents required by this Agreement, as may reasonably be requested by the Monterey County WIB, available for inspection and audit by any federal, state, or Monterey County WIB, upon request, for three (3) years from the termination date of this Agreement. In the event of litigation, unresolved audits and/or unresolved claims, the Contractor agrees to retain all such records, reports, participant files, and other documentation and physical evidence beyond the three-year period, until all such litigation, audits, and claims have been resolved.

C. Location

The Contractor shall inform the Monterey County WIB in writing of the exact location where all records, reports, participant files, and other documentation and physical evidence are to be retained within thirty (30) days of the beginning date of this Agreement. The Contractor shall inform the Monterey County WIB in writing of any location changes within ten (10) days from the date the records, reports, participant files, and other documentation and physical evidence are moved. Any transfers of the records or reports beyond the boundaries of the County of Los Angeles shall require prior written approval by the Monterey County WIB. If the Agreement ceases operations prior to five (5) years from the beginning date of this Agreement or before all litigation, audits and claims have been resolved, the Contractor shall provide the name, address, and telephone number of the Contractor's representative plus an inventory of all such records, reports, participants files, and other documentation and physical evidence.

III. INTELLECTUAL PROPERTY RIGHTS

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which are limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for all allowable grant activities. If applicable, the following needs to be on all products developed in whole or in part with grant funds: *"This workforce solution was funded by a grant awarded by the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner."*

IV. INVENTIONS, PATENTS AND COPYRIGHTS

A. Reporting Procedure

If any project produces patentable items, patent rights, processes, or inventions in the course of work under a DOL grant or agreement, the Contractor shall report the fact promptly and fully to the Monterey County WIB. The Monterey County WIB shall report the fact to the Grant Officer, at DOL. Unless there is a prior Agreement between Monterey County WIB and the DOL and its representative on these matters, the DOL shall determine whether to seek protection on the invention or discovery, including rights under any patent issued thereon, which will be allocated and administered in order to protect the public interest consistent with the "Government Patent Policy" (President's Memorandum for Heads of Executive Departments and Agencies, August 23, 1971, and Statement of Government Patent Policy as printed in 36 CFR 16889).

B. Copyright Policy

Unless otherwise provided in the terms of the grant or Agreement, when copyrightable material is developed in the course of or under a DOL grant or agreement, the author and the Monterey County WIB which developed the work is free to copyright material or to permit others to do so. The Monterey County WIB shall have a royalty-free, nonexclusive and irrevocable license to reproduce, publish, use, and to authorize others to use all copyrighted material.

The U.S. Department of Labor reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

1. The copyright in any work developed under any grant, subgrant, or agreement under a grantor subgrant; and,
2. Any right of copyright to which a grantee, subgrantee or a Contractor purchases ownership with grant support.

C. Rights to Data

The U.S. Department of Labor and the Monterey County WIB shall have unlimited rights to any data first produced or delivered under this Agreement.

V. CONFIDENTIALITY REQUIREMENTS



A. Contractor shall maintain the confidentiality of any information regarding participants and the immediate family of any participant that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies, counselors, or any other source. The Contractor shall not divulge such information without the permission of the participant, except for disclosures required by court process, order, or decree, and except that information which is necessary for purposes related to the performance or evaluation of the Agreement may be divulged to parties having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement and to governmental authorities to the extent necessary for the proper administration of the program.

B. Confidentiality of State/County Records

Confidential information pertains to any data that identifies an individual or an employing unit. Confidential information is not open to the public and requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, Employment Development Department, the California Department of Social Services, the California Department of Education, the County Welfare Department(s), Directors of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs. The Contractor agrees to:

1. Keep all information furnished by State/County agencies strictly confidential, and make the information available to its own employees only on a "need-to-know" basis, as specifically authorized in this Agreement. Instruct all employees with State/County information access regarding the confidentiality of this information and of the penalties for unauthorized use or disclosure 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.
2. Store and process information electronically, in a manner that renders it irretrievable by unauthorized computer, remote terminal, or other means. State/County confidential information should be returned promptly and/or, all copies/derivations should be destroyed when no longer in use. An approved method of confidential information destruction should be used: shredding, burning, or certified/witnessed destruction. Magnetic media are to be demagnetized or returned to appropriate agency. In no event, shall said information be disclosed to any individual outside of the Contractor staff, and/or their employees.

VI. FISCAL ACCOUNTABILITY

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 WIA assets are safeguarded against loss from unauthorized use or disposition, and that accounting transactions affecting WIA fund accountability are properly charged and recorded by administrative and program cost categories to permit the preparation of accurate and supportable financial reports.

VII. DEFAULTS, PROBATION, SUSPENSION, TERMINATION AND SANCTIONS OF FUNDING

A. Defaults

Default, as used in this Agreement, shall mean instances when Contractor fails for any reason to comply with the obligations of this Agreement within the term of Agreement. Actions that come as a result of Contractor's default shall include but are not limited to the following:

1. Reduce the total budget;
2. Make any changes in the general scope of this Agreement;
3. Place the Contractor on Probation status; and
4. Terminate the Agreement.

B. Probation

1. The Monterey County WIB may place Contractor on probation for failure to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.
2. Said notice shall set forth the period of probation, the reasons for probation, and the specific conditions of non-compliance.
3. Within five (5) working days, the Contractor shall reply in writing, setting forth the corrective actions which will be undertaken, subject to Monterey County WIB approval in writing.

C. Suspension

1. It is mutually understood and agreed that failure of Contractor to comply with any provision of this Agreement, its Exhibits or Attachments is cause for suspension of payments and/or referrals.
2. The Monterey County WIB may immediately suspend payments to Contractor prior to termination of the Agreement in whole or in part for the following causes:
  - a. Failure of Contractor to comply in any respect with either the terms and/or conditions of this Agreement.
  - b. Submittal to Monterey County WIB of reports which are incorrect or incomplete in any substantial or material respect.
  - c. Termination or suspension of grant(s) to Monterey County WIB from the Federal or State governments.
  - d. Failure of Contractor to accept and/or implement any additional conditions that may be required by law, by the Federal government, Executive Order or by regulation of the State, its agencies responsible for the operation of this program, or Monterey County WIB.
3. Upon suspension of funds, Contractor agrees not to expend any further funds related to the performance of this Agreement without the express, written consent of Monterey County WIB.

D. Termination

1. This Agreement may be terminated in whole or in part by Monterey County WIB for cause, which shall include but are not limited to:
  - a. Failure for any reason of the Contractor to fulfill in a timely and proper manner any of its obligations under this Agreement.
  - b. Suspension or termination by the Department of Labor or the State of the grant to Monterey County WIB under which this Agreement is made.
  - c. Improper use by Contractor of funds furnished under this Agreement.
  - d. Failure to meet performance standards as stipulated in the Agreement, its Exhibits or Attachments.
2. This Agreement may be canceled by either party without cause upon 30 days written notice prior to the effective date of such termination, which shall be specified in the notice.
3. Upon termination or cancellation of this Agreement, Contractor shall be responsible for preparation of close out reports and transmittal to Monterey County WIB of all documents which are in the possession of Contractor that relate to the conduct of the program within the time and within the manner prescribed by Monterey County WIB. Final payment to Contractor under this Agreement will be made only after Monterey County WIB has determined that Contractor has satisfactorily completed said close-out procedures.

E. Sanctions

Contractor through the execution of this Agreement agrees to comply with, the requirements herein, and those requirements contained within the Workforce Investment Act and all applicable Directives/Bulletins from the Monterey County WIB, State, or Department of Labor (DOL). Approved sanctions may include but are not limited to the following: fiscal probation, administrative probation, withholding of payment, reobligation/deobligation of Agreement funds, questioned and/or disallowed costs, or suspension/termination of this Agreement. Those sections which may be applied will be dependent upon the circumstances of noncompliance.

VIII. OCCUPATIONAL SAFETY AND HEALTH ACT

Contractor agrees to provide all participants with safety and health protection which shall be at least as effective as that which would be required under the Occupational Safety and Health Act of 1970 as amended if the participants were employees of the Contractor. Contractor shall also comply with the provisions of the California Occupational Safety and Health Act as amended.

IX. GENERAL PROVISIONS

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 project and avoiding any conflict of interest in its administration.

A. General Assurance

Every reasonable course of action shall be taken by the Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism, questionable or improper conduct. This Agreement shall be administered in an impartial manner, free from personal, financial or political gain. The Contractor, its executive staff and employees, in administering the Agreement, shall avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

B. Nondiscrimination

1. Prohibition of Discrimination Regarding Participation, Benefits, and Employment

No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity because of race, color, religion, sex, national origin, age, disability, or political affiliation or belief.

2. Prohibition on Assistance for Facilities for Sectarian Instruction or Religious Worship

Participants shall not be employed under this title to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place of religious worship.

3. Prohibition on Discrimination on Basis of Participant Status

No person may discriminate against an individual who is a participant in a program or activity that receives funds under this Title with respect to the terms and conditions affecting the rights provided to the individual solely because of the status of the individual as a participant.

4. Prohibition on Discrimination Against Certain Non-Citizens

Participation in programs and activities or receiving funds under this Title shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, parolees, and other immigrants authorized by the Attorney General to work in the United States.

C. Nepotism

The 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 the 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.

D. Avoidance of Conflict of Economic Interest.

An executive or employee of the Contractor, an elected official in the area of a member of the Monterey County WIB shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by the Contractor or Sub-contractor. Supplies, materials, equipment or services purchased with subgrant funds shall be used solely for purposes allowed under this Agreement.

No member of the Monterey County WIB shall 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 of any business or organization which the member directly represents.

E. Avoidance of Sectarian Activities.

The Contractor certifies that this Agreement does not provide for the advancement or aid to any religious sect, church, 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 whatever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of Church and State.

F. Unallowable Activities and Costs.

Contractor will comply with the guidelines per 20 CFR Part 652, WIA Final Rule, August 11, 2000, regarding unallowable activities and costs or compensation may be disallowed. The following activities and costs, among others, are specifically unallowable:

1. Public Service Employment:

No funds will be used under this Agreement for public service employment, subsidized employment with public and non-profit employers providing public services, except to provide disaster relief employment as specifically authorized in section 173(d), (WIA SEC. 195(10)).

2. Sectarian Activities:

The employment or training of participants to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious work activities is prohibited.

3. Political Activities:

No financial assistance may be provided for any program which involves political activities.

4. Maintenance of Effort:

- a. No currently employed worker shall be displaced by any participant (including partial displacement, such as a reduction in hours of non-overtime work, wages or employment benefits) any currently employed employee (as of the date of the participation).
  - b. No program shall impair existing contracts for services or collective bargaining agreements, except that no program under this act which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned.
  - c. No participant shall be employed or job opening filled when (1) any other individual is on layoff from the same or any substantially equivalent job, or (2) the employer has terminated the employment with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this Agreement.
  - d. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
5. Any funds received by agencies or individuals may not be used to assist, promote, or deter unionization.
  6. No funds provided under WIA may be used for contributions on behalf of any participant to retirement systems or plans.
  7. No person or organization may charge an individual a fee for the placement or referral of such individual in or to a training program funded under this WIA.
  8. Davis Bacon wages shall be paid to participants employed as laborers or mechanics by contractors, or Contractors, when working in construction which is assisted under the Act and which is related to a building used for WIA programs.
  9. Funds provided under this Act shall only be used for activities that are in addition to those which would otherwise be available in the absence of such funds.
  10. No funds shall be used for the encouragement or inducement of a business, or part of a business, to relocate from any location in the United States, if the relocation results in any employee losing his or her job at the original location or to assist in relocating establishments, or part of a business that has relocated from any location in the United States, until the company has operated at that location for 120 days, if the relocation has resulted in any employee losing his or her jobs at the original location.
  11. Funds provided under this Act shall not be used to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State, or local sources, unless, it is demonstrated that alternative services or facilities would be more effective or likely to achieve the workforce investment area's performance goals.
  12. No funds shall be used for employment generating activities.
  13. Incumbent Employee  
No funds shall be used on wages of incumbent employees during their participation in economic development activities provided through a statewide workforce investment system, (WIA sec 181(b)(1)).

**UNDERSTANDINGS**

- A. Contractor understands that this Agreement is a cost reimbursement contract.
- B. Contractor agrees that job development for participants accepted into training program shall be a primary responsibility of Contractor, including job solicitation and job creation.
- C. Contractor understands that once a participant is enrolled and costs have been incurred, responsibility for participants' training and placement is assumed.
- D. Contractor understands that Monterey County WIB staff are charged with tracking and reporting on compliance and performance of all Agreements to the Monterey County WIB and/or designated committees. The staff are required to

monitor and provide evaluation information to appropriate persons and committees. Such methods for evaluation may include surveys of participants and employers.

- E. Contractor understands that this program plan is subject to modification in order to comply with required policies, procedures and/or interpretation of state guidelines.
- F. Contractor understands that Monterey County WIB's on-site monitoring shall, if applicable, include a review of the financial assistance awards list to find WIA enrollees and to identify possible WIA training fund overpayments in order to recover funds from training institutions that received education assistance program funds on behalf of WIA participants.
- G. Contractor understands that all costs paid out for a participant who is enrolled without Monterey County WIB's written authorization prior to enrollment who is found to be ineligible, and any costs associated with services provided under this Agreement found to be disallowed in an audit, shall be the sole responsibility of the Contractor. The Monterey County WIB will withhold amounts owed the debtor for past services or other considerations already provided in satisfaction of the debt owed, or use any repayment method identified in the Monterey County WIB's debt collection policy.
- H. The conduct of the parties to this Agreement shall be in accordance with Title VI and VII of the Civil Rights Act of 1964, and the rules and regulations promulgated thereunder. In addition,
  - 1. During the performance of this Agreement, the Contractor shall not deny the said benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, or political affiliation, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, marital status, age, sex, or political affiliation. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
  - 2. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this agreement.
- I. Contractor will administer its programs under the Workforce Investment Act (WIA) in full compliance with safeguards against fraud, abuse and criminal activity as set forth in WIA Directives. Contractor's employees and participants shall be alert to any instances of fraud, abuse, and criminal activity committed by staff or program participants and report all such instances to the Monterey County WIB within 24 hours of discovery in accordance with requirements and procedures contained in 20 CFR Section 667.630. Contractor shall provide evidence of notification to employees and participants of policies and reporting procedures concerning fraud, abuse and criminal activity.

EXHIBIT F

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

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

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

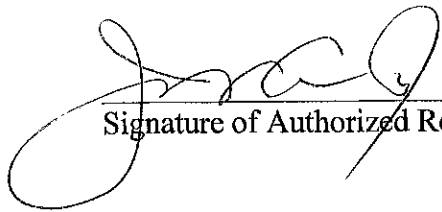
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this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

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

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

John T. Collins, II, MPH  
Applicant (Name of Authorized Representative)

Senior Vice President  
Title of Authorized Representative

  
Signature of Authorized Representative

6/5/12  
Date

EXHIBIT G

**DRUG-FREE WORKPLACE CERTIFICATION**

COMPANY/ORGANIZATION NAME: **Shoreline Workforce Development Services**

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

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

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

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

**CERTIFICATION**

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

OFFICIAL'S NAME: (print)

John T. Collins, II, MPH

OFFICIAL'S TITLE:

Senior Vice President

DATE EXECUTED:

6/5/12

EXECUTED IN THE COUNTY OF MONTEREY

CONTRACTOR SIGNATURE:

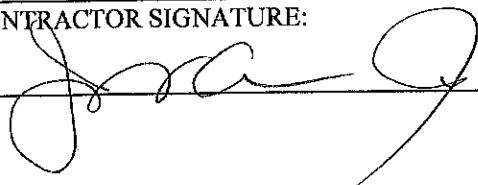


EXHIBIT H

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**CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

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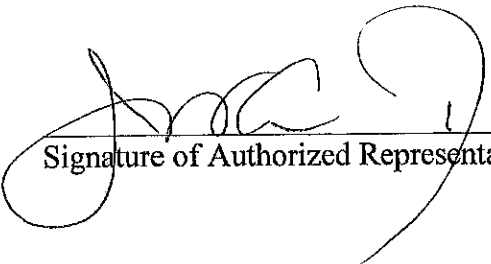
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510.

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

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

John T. Collins, II, MPH  
Applicant (Name of Authorized Representative)

Senior Vice President  
Title of Authorized Representative

  
Signature of Authorized Representative

6/5/12  
Date



## INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

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

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

EXHIBIT I

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NONDISCRIMINATION ASSURANCE

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During the performance of this Agreement CONTRACTOR agrees as follows:

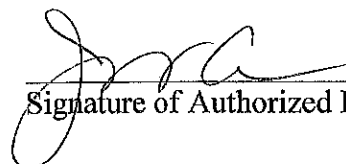
CONTRACTOR shall not discriminate on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for participants only, citizenship or participation in programs or activities funded under this Agreement, in admission or access to, opportunity or treatment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

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

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

John T. Collins, II, MPH  
Applicant (Name of Authorized Representative)

Senior Vice President  
Title of Authorized Representative

  
Signature of Authorized Representative

6/5/12  
Date