

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

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

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

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:
Provide workforce development services to low socio-economically disadvantaged and Workforce Investment Act (WIA) Title I eligible youth ages 16-21.

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 160,812.

3. **TERM OF AGREEMENT.** The term of this Agreement is from July 1, 2012 to June 30, 2013, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

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

Exhibit A Scope of Services/Payment Provisions

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

5. PERFORMANCE STANDARDS.

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

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

*Approved by County Board of Supervisors on 6/26/2012

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

6. PAYMENT CONDITIONS.

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

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

7. TERMINATION.

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

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

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

9.0 INSURANCE.

9.01 Evidence of Coverage:

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

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

9.02 Qualifying Insurers:

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

9.03 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

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

9.04 Other Insurance Requirements.

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

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

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

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

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

10. RECORDS AND CONFIDENTIALITY.

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

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations, which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

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

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

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

FOR COUNTY:	FOR CONTRACTOR:
<hr/> Jim Cook, Economic Development Director <hr/> Name and Title	<hr/> J. Jeff Fly, CEO <hr/> Name and Title
Monterey County Workforce Investment Board (WIB) 168 West Alisal Street, 3rd Floor Salinas, CA 93901 <hr/> Address	P.O. Box 7447 Visalia, CA 93920 <hr/> Address
(831) 796-5384 <hr/> Phone	(559) 732-8086 <hr/> Phone

15. MISCELLANEOUS PROVISIONS.

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

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

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

COUNTY OF MONTEREY

CONTRACTOR

By: Wendy Russell
Purchasing Officer

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

Date: 6/18/12

By: [Signature]
Department Head (if applicable)

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

Date: 6/10/2012

By: N/A
Board of Supervisors (if applicable)

J. Jeff Fly, CEO
Name and Title

Date: _____

Date: 5-31-12

Approved as to Form¹

By: Kay Resma
County Counsel

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

Date: 4/6/12

Approved as to Fiscal Provisions²

By: [Signature]
Auditor/Controller

RAYMOND BANKS, CHIEF OPERATING OFFICER
Name and Title

Date: _____

Date: 5/31/12

Approved as to Indemnity Provisions³

By: [Signature]
Risk Management

Date: 6/18/12

County Board of Supervisors' Agreement Number: _____

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

¹ Approval by County Counsel is required

² Approval by Auditor-Controller is required

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

JUN 12 2012

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

STATEMENT OF WORK

Turning Point of Central California, Inc. (TP) will execute a comprehensive WIA Title I program for eligible youth, encompassing the nine (9) youth program elements. The youth will be 16 to 21 years of age, with barriers to education and employment. TP will enroll 55 youth, all of which will receive occupational skills training, leadership development, supportive services, mentoring, comprehensive guidance and counseling, and follow-up services. Forty-eight (48) of the youth will be enrolled in tutoring and alternative secondary school activities and 40 will receive paid and unpaid work experience opportunities. Youth that aren't ready for work experience will be assessed for suitability for carry over to FY 2013-14. A majority of the youth served will be court involved and will be referred to Turning Point through the collaborative partnerships noted in the following table.

TP will be the lead agency of the Turning Point Collaborative Partner Team (TPCPT), sharing responsibilities with 6 collaborative partners and utilizing working relationships with at least 50 additional Monterey County linkages. Collaborative partnerships will be designed to serve the needs of WIA eligible youth while improving programs. TP will be responsible to ensure that partners work effectively together to meet contract deliverables and each agency will be held accountable for meeting the agreed upon objectives.

How responsibilities are shared among collaborative partners – As the lead agency, TP is committed to a top-down strategy and bottom-up collaboration, ensuring that we are preparing youth for employment, improving educational achievement and developing their potential as citizens and leaders. WIA activities will vary between partners as outlined below.

Collaborating Partnerships

Partner	Geo Location(s)	Population Served	Service Type
Monterey County Health Department , Behavioral Health Bureau	All locations	All Target Population	Leadership Development, Supportive Services & Comprehensive guidance and counseling
Monterey County Office of Education	All locations	All Target Population	Tutoring, Alternative secondary school services, Leadership development, Youth mentoring & WorkKeys readiness indicator, assessments & WIN training
Monterey County Probation Department	All locations	All Target Population	Leadership development, Youth mentoring & Comprehensive guidance and counseling
North County Recreational and Park District	North County	Offender population, TANF	Paid and unpaid work experience, Occupational skills training, Leadership development & Youth Mentoring
Peacock Acres	All locations	All Target population	Tutoring, Alternative secondary school services, Leadership development, Supportive services, Youth

			mentoring & Comprehensive guidance and counseling
Rancho Cielo	All locations	Homeless, Out-of-school, Offender population & TANF	Tutoring, Alternative secondary school services, Paid and unpaid work experience, Occupational skills training, Leadership & Comprehensive guidance and counseling

Initial Assessment will be conducted by the TP Eligibility Specialist and the TP Program Director will determine if the WIA Youth program is the most suitable service. The Initial Assessment will evaluate skill levels, ability, aptitudes, and supportive service needs. Client/parent/guardian interviews and TPCPT evaluation will support a comprehensive assessment.

Intake is conducted by the TP Eligibility Specialist and involves services such as registration, eligibility determination, and collection of information/documents to support eligibility. The TPCPT will be integral to collecting eligibility documents. Participant screening will be continued and orientation for self-help services and remediation referrals to community partners provided. At this point an individual will be registered as an "Applicant".

Enrollment will occur when youth is deemed WIA eligible and would benefit from WIA Title I Youth Services. Enrollment documents will be completed and entered in the VOS case management system. Youth will be assigned a Case Manager and become a "Participant." A client file will be developed to track service delivery of all collaborative partners. The youth's needs will design and drive the services.

How the partners will work collaboratively to enhance their programs – TP's collaborative partners will rely on an established cross referral system that will enhance their programs with an appropriate customer base and benefit program participants with a full array of wrap around services. Each partner will designate a specific person of contact to assure an uninterrupted flow of communication. As a lead agency for comprehensive program activities since 1975, TP will employ its expertise in seamless service coordination and delivery. Mandatory monthly partner meetings will be instrumental in coordinating partner services and ensuring quality control and compliance. TP will encourage and coordinate partnership staff development opportunities and other shared resources, such as office space.

The determination of partnering agency selection for the nine program elements will be guided by the participant's Individual Service Strategy (ISS). Referrals will be made to the appropriate service provider, documented in the ISS, and followed up on until completion.

How the partners will work together to meet contract deliverables - The Program Director will oversee all collaborative partnership activities from referral to completion of services. TP will visit partnership service delivery sites regularly to monitor effectiveness of the agreed upon contract deliverables. As the lead agency, TP will represent the participant and advocate for agreed upon services and support. The TPCPT will build on a previously developed shared vision, clearly defined roles, established communications, equity of partnership and historic awareness to ensure contract deliverables.

Partnership service coordination will be guided by the TP Case Manager, monitored by the TP Program Director for quality and suitability, and tracked in the ISS. Included in these resources will be:

Education and Training: Participants will receive education in public and private schools, and occupational training in vocational programs. TP will be responsible for referral, follow-up, support and oversight of services and will track progress in the ISS.

Degrees and Certificates

- Participants attending public and private schools will receive certificates such as a High School Diploma, GED and Skill Attainment Documentation.
- Participants completing vocational training programs will receive State recognized certifications.

- TP will collaborate with the Drummond Culinary Academy for California ServSafe Certification.
- TP will contract with local training providers for certificates in the trades, automotive, childcare, education, healthcare and the services industries.

Development of Employer Relations: TP will continue to expand their extensive relationships with public, private non-profit and for-profit employers. Work Experience sites will be developed with a focus on employer's commitment to working with youth while providing opportunities to explore career interests and develop work skills in a supportive environment.

Work Experience (WE) opportunities will be entered into utilizing an Employer Work Site Agreement based on a template pre-approved by the Monterey County WIB. WE site development will be managed with effective marketing strategies, employer education, and community activities including:

- One staff person will be dedicated to job development and employer education.
- Marketing will stress the benefits of developing the potential of young people as citizens and leaders in the community, and a future productive, responsible workforce.
- Preliminary WE site development will be conducted to explain processes and assess employers' capabilities and commitment to working with youth program participants.
- Employer education will include Work Opportunity Tax Credit benefits.
- Accessing the hidden job market will be instrumental in increasing work experience sites.
- Unsubsidized employment will remain part of all job development activities.

How each agency is held accountable for meeting the contract deliverables – TP will be responsible for enabling the accountability of partners where they excel while not dominating others. TP will accept ultimate responsibility in holding partners to the agreed upon outcomes and compliance. If neglect or undelivered services and outcomes are identified, a change of strategy will be implemented immediately.

TP will use established information systems for employment, education, training and support service needs and outcomes. Comprehensive operational support and procedures for evaluation, monitoring and reporting, will ensure compliance with the evaluation models established by WIA. Data collected on youth development indicators such as attendance, making acceptable progress, completing program assignments, training, and employment placement, will provide a quantifiable measurement for agency proficiency. Progress toward objectives will be monitored through a team approach. All partner staff will be briefed in compliance and implementation of WIA contract components.

Locations where the services will be delivered, to include ADA accessibility - Primary service site will be at Rancho Cielo, which meets ADA accessibility standards. However, clients will be served throughout the county at employer worksites, schools, partnership locations and even at client's homes.

How interaction and referrals to other partners are seamless to participants – TP will employ a process based on the "assured linkage" concept which involves the following three elements:

1. Providing the individual youth with access to the services and using a youth-specific referral form to commence the seamless service delivery system.
2. Providing the agency of referral with sufficient information so that the staff can provide appropriate services without requesting duplicate information from the youth. This must take into account whether this referral is a "handing off" or if the referral is to an agency that will be providing additional services to the youth in concert with the referring agency.
3. Following-up to ensure that the youth has received the needed services.

Other issues related to ensuring timely and accurate referrals will include: • Regular opportunities for communication such as TP staff meetings, interagency meetings, "staffing" centered on a specific participant and his/her multi-agency needs. • Cross-training of staff • Participating entities identify where duplicative information is gathered, and what information obtained by one entity can be shared or forwarded to another entity • Development of common system goals.

Administrative procedures to be followed - Program management requirements will be dictated by TP Agency Policies and Procedures and the WIA Youth Program Operations Manual. Both will be included in new hire training and located for availability. Policies and procedures will be reviewed and updated yearly, as suitable, followed by staff training. Additional guides, such as the WIA Register and Technical Assistance Guide, will also be used for operations. The Program Director will be directly responsible for Youth Program administration under the supervision of the Deputy Regional Director.

Internal monitoring arrangements, including frequency and check points - TP will employ established internal procedures to monitor progress toward objectives developed through a team concept. Weekly staff meetings will be conducted to review data management of program services and contract compliance. Monthly reports to the WIB will be provided for additional oversight of program conformity. All staff will be knowledgeable in compliance and implementation of WIA contract components. Any indications of ineffectiveness will be assessed and corrected immediately.

- At the commencement of Program Services, a master file will be prepared for each participant for maintenance of all paperwork, to track progress, and to assure contract compliance. All staff will be cross-trained in file responsibilities.
- Monitoring will be supported by regular review and audit of participant files: eligibility and related forms; ISS and case notes; resume; relevant work records; job shadowing; unsubsidized employment; evaluations; needs-based payment receipts; time sheets; reimbursement forms.
- The Program Director will audit every newly completed and exited file. Active files are audited at least monthly for contract compliance and service delivery.
- TP will utilize a professional system for immediate entry, calculation and access of statistical data to monitor program activities, including: client demographics; recruitment; client and employer information; application and enrollment activity; exit and follow-up tracking; obligation of funds activity; support service expenditures.

Frequency of follow-up activity - Follow-up services will start after exit and be conducted at 1st, 2nd, 3rd and 4th quarter. Follow-up activities will be designed to assist youth in retaining jobs, obtaining new positions, staying in school, and setting the foundation for career development. This phase will provide comprehensive services to support youth through a series of jobs, leading toward long-term opportunities in the labor market. Duration of follow-up will be for a minimum of twelve months. Follow-up activities will include facilitation of youth's support and positive peer groups; collaborative partner services; continued information and referrals; facilitation of graduate mentor and role model groups; a tracking system for employment, education, training and support service needs; career and job development assistance; youth advocacy; leadership training opportunities.

Outreach strategies - An effective outreach strategy will be in place that has supported prior years' success in meeting total enrollment, work experience, demographic, and geographic goals. All staff will be responsible for outreach and the Eligibility Specialist will orchestrate the recruitment plan. TP will conduct county wide outreach, identifying the population segment that will benefit most from WIA services. Orientations will be conducted at the primary location and collaborative partner locations. Flyers in English and Spanish will be distributed at public locations. TP will participate in community based events to promote the program, and coordinate with faith based organization youth groups. Collaborative partners and participation in community activities will be a key strategy for youth recruitment.

Ability to assess prospective work experience and training participants - All TP staff are experienced and will be trained in the WorkKeys© Readiness Indicator to determine an individual's readiness for WorkKeys© testing and possible referral to WIN remedial training. TP will conduct the WIN placement test with youth as their training needs indicate, allowing them to identify their readiness to proceed with WorkKeys©. The agency will use this tool to measure "real world" skills that employers believe are critical to job success. Assessment will identify skill gaps, guide training decisions and be part of the Participant's ISS. TP will have internet connectivity; equipment installed and will work in partnership with Monterey County Office of Education to deliver this service.

Ability to complete WIA eligibility verification, assessment, case management and job placement of youth with barriers - The TP Eligibility Specialist is skilled in **eligibility verification** and will use the WIA Technical Assistant Guide as a reference. Eligibility verification documents will be reviewed by the Program Director prior to enrollment to ensure only qualified youth become program participants.

Assessment success will be based on the expertise of TP and collaborative partners for an inclusive, objective evaluation of basic skills, education, work history, occupational skills, employability, interest and aptitudes, family situation, financial situation, and supportive service needs. Assessment results will be documented in the ISS to track progress. All participants will receive comprehensive **case management** to ensure access to needed services. A high value will be placed on having the young people, their families and other stakeholders take an active part in shaping and following an individual service plan for program activities. TP will conduct bi-weekly case staffing meetings to review participant's progress. Evaluations will be documented and a consensus reached in service delivery strategy for the upcoming weeks. Activities will be structured and modified to respond to participant's progress. TP will build on their recognized success of **job placement** services for youth with barriers to employment. An extensive data base of work sites will support successful job placement with employers who recognize the rewards of mentoring youth in their introduction to the world of work.

Demonstrated success with the nine (9) youth program elements & service - TP will continue to demonstrate successful results in delivering the 9 youth program elements that been achieved since WIA program operation commenced in 2003. The 9 elements will be expertly weaved into all employment activities while managing collaborative partnership services of the elements that are best delivered by experts in particular fields. TP will be instrumental in reconnecting youth in Monterey County to education systems and introducing them to the employment community utilizing effective county wide relationships. With collaborative partnerships that have historically supported successful results, TP will continue to assist young people build a life for themselves, with personal and social sustainability and a clear path to economic self-sufficiency.

Demonstrated success with the employability of youth with barriers - TP will draw on their 10 years of demonstrated success with employability of youth with barriers. The agency's 36 years of job development services with public, private non-profit and for-profit employers will provide a sound foundation to expand on. Our philosophy in training site and job opportunity development will focus on building effective working relationships based on trust and reliability. Work sites will be developed with a focus on employers committed to working with youth while providing opportunities to explore career interests and develop work skills in an environment supportive to their personal growth.

TP will take into account the personal history and socio-economic factors that have placed the youth at jeopardy for the successful development of employability skills. Those influences include: • Currently under court supervision • Out of School • Homeless • Disabled • Foster Youth • Home environment issues, including domestic violence, parents chronically under or unemployed, parents who are non-English-speaking or lacking citizenship, single parents, incarcerated family member, drug addicted parents or family members • TANF recipients • Parenting teens • Lacking work history/skills • Current or past gang affiliation • Obvious gang tattoos • Drug and alcohol dependency • Special education needs • Poverty • Ethnic and language barriers • Lack of mentorship • Displacement and rejection.

Target Groups and % goals to be served by the Lead Agency and collaborative partners – TP and collaborative partner services will be targeted to WIA eligible Monterey County in school and out of school youth, ages 16-21, low-income per the LLSIL Guidelines. The following Target Groups and % goals will guide outreach activities, however the focus will be on disabled, offender and foster youth.

Disabled - 29%	Homeless - 5%
Out of School - 12%	Offender - 40%
TANF - 6%	Foster Youth - 8%

The target population will be the hardest to serve youth with substantial barriers to employment. TP anticipates that all of the youth will be in 2 of the 6 targeted populations and at least 75% will be in 3 of the targeted populations.

Geographic Areas and % goals to be served - TP and collaborative partners will recruit eligible youth from the following geographic regions at the indicated percentages, but will focus services on the Central and South areas.

Central - 55%	West - 16%
South - 18%	North - 11%

Planned quarterly performance and enrollment goals – TP will meet or exceed the following planned goals.

July – September 2012: 23 participants	October – December 2012: 43 participants
January – March 2013: 55 participants	April – June 2013: 55 participants

- 55 Total new enrollments • 48 Tutoring and study skills training
- 48 Alternative secondary school services • 40 Paid and unpaid work experience
- 55 (100%) Occupational skills training • 55 (100%) Leadership development
- 55 (100%) Supportive Services • 55 (100%) Mentoring
- 55 (100%) 12-month follow-up support after program completion
- 55 (100%) Guidance and counseling
- 40 (100%) WorkKeys Readiness Indicator, WorkKeys Assessments & WIN Training

Following is the Plan for meeting Common Measures performance requirements (placement in employment or education by 1st quarter after exit and attainment of a degree or certificate by 3rd quarter after exit).

Placement in Employment or Education - 65% (36 Youth)	Attainment of a Degree or Certificate - 61% (34)	Literacy and Numeracy Gains 40% (3)
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TP will continue to meet WIA Common Measure performance requirements through comprehensive assessment, strong community partnerships and effective case management. Our approach, based on experience and best practice methods, will to bring forth the deep-seated desire of disconnected youth to find a path to a productive and respected lifestyle. Essential elements are integrated into youth strategies: progressive levels of challenge and achievements; immediate benefits/rewards; setting clear expectations; reinforcing future economic opportunity; culturally competent staff; relevant youth-centered activities and materials; authenticity in action; making and fulfilling commitments honestly; affiliation – exploring a shared vision of a positive future.

Protective community influences will be sought to alleviate the youth’s community, family, individual, peer and school risk factors. Our clients will enter, most of them for the first time, an environment of respect, encouragement, honesty and caring, a place where they can learn and practice skills that will serve them for a lifetime. TP will:

- Provide services to Spanish-speaking program participants by bilingual and bicultural staff.
- Provide intense support at the commencement of services, gradually assisting the youth in finding their own place in the program while gaining confidence.
- Maintain a friendly, respectful and positive environment that teaches and models pro-social/interpersonal skills. Integrate life skills training by teaching decision-making skills, self-discipline, initiative, how to cope with hostility and aggression, and develop self-esteem.
- Recognize the good in the youth, and assist them to see the good in themselves.

- Enhance support for the young person's growth by working with the entire family whenever possible. Assist youth to take responsibility for their actions.
- Provide appropriate services and referrals to address basic needs as quickly as possible to include food, housing, substance abuse and medical.
- Work closely with collaborative partners in providing seamless services and support.

Describe how frequently follow-up/case notes will be managed and collected on exited participants - Follow-up Services start after exit and will be conducted at 1st, 2nd, 3rd and 4th quarter. Follow-up case notes will be conducted using the WIA format, documented, filed in the participant's file and entered in the Virtual One-Stop System no less than one time monthly. Follow-up with collaborative partnerships, families, employers, community agencies and organizations will be conducted to evaluate and improve the services delivered. TP will use an effective participant exit strategy to achieve the Common Performance Measure Outcomes.

Lead Agency(s) experience in operating & overseeing a comparable program - TP of Central California, Inc. is a not-for-profit corporation which started 41 years ago in Visalia, California out of a community's deep concern for young people in trouble. Friends Outside in Monterey County, serving court-involved men and women since 1969, consolidated with Turning Point in July of 2000, bringing a substantial increase in administrative and operational resources for expanding its highly respected Employment Programs. Over the last 36 years, the success of the Employment Program for offenders has been achieved through quality staff, comprehensive program design, strong employer connections and extensive community partnerships.

Identify key program personnel – **J. Jeff Fly** is the Chief Executive Officer for TP of Central California, Inc., headquartered in Visalia. Mr. Fly has overall responsibility for leadership and direction of the Agency and has been with TP since 1977. **Ray Banks, M.P.A.**, TP's Chief Operating Officer, oversees the Monterey County Region and has been with TP for 28 years. Mr. Banks has worked with JTPA/WIA funded programs since 1983. **Deputy Regional Director** Deborah Carrillo has over 26 years of administrative and management experience in private non-profit agencies in Monterey County serving economically and educationally disadvantaged persons. She has been with TP for 19 years. Deborah was a key partner in the collaborative that started Rancho Cielo. **Program Director** Pearl Sanchez has 7 years of successful experience providing workforce development services to WIA eligible youth. She has expertly managed the agency's current program for over 600 at-risk and youth offenders and is skilled with the nine (9) element service delivery system. **Eligibility Specialist** Dennett Rodriguez has 5 years of experience providing workforce development services to WIA eligible youth. She has been instrumental in meeting enrollment, geographic and demographic goals for the past 3 years. Dennett has assisted over 600 youth with eligibility services.

Capacity to manage state/federal grants and provide on-site monitoring of financial and other systems required to administer state/federal grants - The Agency has significant experience in providing services under contract to government agencies. Its fiscal and administration capabilities are extensive and professionally managed; TP has an impeccable record of reporting, monitoring and auditing requirements, and regulatory compliance. TP operates 39 service programs statewide, with an annual budget over \$48,261,000 and 641 staff members providing mental health, homeless services, substance abuse, and employment training services to over 11,715 youth and adults annually.

Previous work history, background, & capacity of staff to administer program - In Monterey County, TP has operated the WIA Youth Program since 2003. Other related major projects in Monterey County, past and current, are: WIA Adult Employment Program; CalGRIP Program; Parolee Service Center; Community Corrections Reentry Center; Monterey County Community Treatment Center; Monterey County Jail Program; Visitor Centers at Soledad and Salinas Valley Prisons; Prisoner Mother/Infant Program; Electronic Monitoring Program.

MONTEREY COUNTY
WORKFORCE INVESTMENT BOARD

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

Effective Date: July 1, 2012

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

ITEMIZED BUDGET CATEGORIES

	In School	30 % minimum Out of School	TOTAL BUDGET	Quarterly Plan			
				09/30/11	12/31/11	03/31/12	06/30/12
8500 STAFF SALARIES AND BENEFITS	\$ 58,677.00	\$ 25,147.77	\$ 83,824.77	\$ 20,956.19	\$ 41,912.39	\$ 62,868.58	\$ 83,824.77
8500 SERVICES AND SUPPLIES							
8500 Building Rent	\$ 7,980.00	\$ 3,420.00	\$ 11,400.00	\$ 2,850.00	\$ 5,700.00	\$ 8,550.00	\$ 11,400.00
8500 Building Maintenance and Repair	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8500 Janitorial	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8500 Utilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8500 Postage and Shipping	\$ 126.00	\$ 54.00	\$ 180.00	\$ 45.00	\$ 90.00	\$ 135.00	\$ 180.00
8500 Office Supplies	\$ 3,401.00	\$ 1,457.28	\$ 4,858.28	\$ 1,214.57	\$ 2,429.14	\$ 3,643.71	\$ 4,858.28
8500 Computers/Hardware/Peripherals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8500 Equipment Maintenance	\$ 6,390.00	\$ 2,738.00	\$ 9,128.00	\$ 2,282.00	\$ 4,564.00	\$ 6,846.00	\$ 9,128.00
8500 Equipment Lease/Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8500 Communications/Internet	\$ 1,263.00	\$ 541.00	\$ 1,804.00	\$ 451.00	\$ 902.00	\$ 1,353.00	\$ 1,804.00
8500 Insurance	\$ 461.00	\$ 197.38	\$ 658.38	\$ 164.60	\$ 329.19	\$ 493.79	\$ 658.38
8500 Employee Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8500 Employee Training	\$ 964.00	\$ 413.00	\$ 1,377.00	\$ 344.25	\$ 688.50	\$ 1,032.75	\$ 1,377.00
8500 Outreach/Printing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8500 Other Professional Services-Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8500 TOTAL SERVICES AND SUPPLIES	\$ 20,585.00	\$ 8,820.66	\$ 29,405.66	\$ 7,351.42	\$ 14,702.83	\$ 22,054.25	\$ 29,405.66
\$ -							
CENTRAL OPERATING EXPENSE (INDIRECT)	\$ 8,949.00	\$ 3,835.57	\$ 12,784.57	\$ 3,196.14	\$ 6,392.29	\$ 9,588.43	\$ 12,784.57
PROFIT			\$ -	\$ -	\$ -	\$ -	\$ -
WORK EXP. WAGES AND BENEFITS	\$ 14,700.00	\$ 6,300.00	\$ 21,000.00	\$ 5,250.00	\$ 10,500.00	\$ 15,750.00	\$ 21,000.00
CHECK CHARGE @ \$5.25 PER CHECK			\$ -				
TOTAL SUPPORTIVE SERVICES	\$ 9,658.00	\$ 4,139.00	\$ 13,797.00	\$ 3,449.25	\$ 6,898.50	\$ 10,347.75	\$ 13,797.00
TOTAL CONTRACT BUDGET	\$ 112,569.00	\$ 48,243.00	\$ 160,812.00	\$ 40,203.00	\$ 80,406.00	\$ 120,609.00	\$ 160,812.00

Youth Program Operating Plan												
Cumulative Monthly Performance and Enrollment Goals												
Service Provider: Turning Point of Central California, Inc.	MONTH ENDING											
	7/31/2012	8/31/2012	9/30/2012	10/31/2012	11/30/2012	12/31/2012	1/31/2013	2/29/2013	3/31/2013	4/30/2013	5/31/2013	6/30/2013
I. Total Enrollment in WIA Youth Services (Sum of I.A. + I.B.)	7	15	23	31	39	43	47	51	55	55	55	55
A. Cumulative New Enrollments	7	15	23	31	39	43	47	51	55	55	55	55
B. Enrollments Carried in from Prior Contract Year												
C. Program Elements												
1) Tutoring	7	15	23	31	39	43	47	51	55	55	55	55
2) Alternative Secondary School	5	11	17	23	29	34	38	43	48	48	48	48
3) Paid / Unpaid Work Experience	3	7	11	17	22	26	31	35	40	40	40	40
4) Occupational Skill Training	7	15	23	31	39	43	47	51	55	55	55	55
5) Leadership Development	7	15	23	31	39	43	47	51	55	55	55	55
6) Supportive Services	7	15	23	31	39	43	47	51	55	55	55	55
7) Youth Mentoring	7	15	23	31	39	43	47	51	55	55	55	55
8) Comprehensive Guidance and Counseling	7	15	23	31	39	43	47	51	55	55	55	55
9) Summer Employment												
II. Exits and Performance Measures												
A. Follow-up after exit	0	0	0	0	0	0	0	0	0	0	0	0
B. Youth Exits (Older & Younger)	0	0	0	0	1	2	3	4	5	6	7	5
1. Placement in Employment or Education	0	0	0	0	0	2	4	7	10	13	16	20
2. Attainment of a Degree or Certification	0	0	0	0	0	1	2	4	6	9	15	25
3. Literacy and Numeracy Gains	0	0	0	0	0	1	2	5	6	7	7	7

EXHIBIT D

OTHER TERMS AND CONDITIONS

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

5. ADDITIONAL PERFORMANCE STANDARDS

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

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

6. PAYMENT/REIMBURSEMENTS/ADJUSTMENTS CONDITIONS-Additional Provisions

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

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

6.10. STAFF SALARY LIMITATIONS

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

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

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

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

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

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

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

7. **ADDITIONAL TERMINATION CONDITIONS**

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

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

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

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

10. RECORDS AND CONFIDENTIALITY – Additional Provisions

- 10.04.01. The expenditure of W.I.A. funds is subject to independent audit under the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996. CONTRACTOR must furnish the Monterey County Office for Employment Training (OET) with an audit report within thirty (30) days of the completion of the audit but not more than nine (9) months after the end of the audit period.
- 10.04.02. Audit requirements are stipulated by the Office of Management and Budget (OMB) Circular A-133.
 - 10.04.02.01. As a condition of receiving W.I.A. funds, the independent auditor or monitor of the LWIA, the Employment Development Department (EDD) auditors, investigators, monitors, and their representatives, shall at all times during the period that the grant is in force and for a period of four years thereafter, have access to all related records and financial statements and to individuals with knowledge of the records and financial statements as may be necessary to ensure compliance to the W.I.A. law, regulations, and directives.
 - 10.04.02.02. Each LWIA will conduct and ensure that their subrecipients, expending a combined total of \$300,000 or more in federal funds in fiscal years ending on or before December 31, 2003, or \$500,000 or more of federal funds in fiscal years ending after December 31, 2003, conducts an audit in accordance with Section 184 of W.I.A., Title 20 CFR Section 667.200, Title 29 CFR Part 95 or 97 (as applicable), and Title 31 USC Chapter 75.
 - 10.04.02.03. All documents, records, work papers, etc. associated with the audit shall be retained for a minimum of three (3) years after the issuance of the audit report. If, prior to the expiration of the three year time period, any audit resolution, litigation, or claim is instituted involving the grant covered by the records, the CONTRACTOR shall retain the documentation beyond the period until the audit findings, litigation, or claim has been finally resolved and written notification is received from the Director of the Employment Development Department regarding destruction.
- 10.04.03. Board Minutes. CONTRACTOR shall have available for W.I.A. review copies to all Board or Council minutes in which the W.I.A. program is discussed.
- 10.04.04. Public Statements/Press Releases. Prior to release, CONTRACTOR shall submit any press release or statement to the public related to this Contract to WIB for review and approval.
- 10.04.05. CONTRACTOR shall submit to County all required reports on a timely basis as delineated by County. CONTRACTOR shall submit written monthly status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken or other reports determined to be necessary by the WIB. These reports are due to the WIB by the 15th working day of each month. CONTRACTOR also shall submit on a timely basis all required contract supplemental documents.

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

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

11.01. CONTRACTOR will take affirmative action to ensure that applicants and employees are treated during employment or services without regard to their race, color, religion, sex, citizenship, national origin, handicap, age, political affiliation or beliefs. Such action shall include, but not be limited to, the following:

11.02. Recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, demotion or transfer, job assignments, working conditions, hiring, training, and selection for training including apprenticeship, and all terms and conditions of employment.

11.03. CONTRACTOR will comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations, 41 CFR 60, 29 CFR 97.36 (i) (1-13), 29 CFR 37.20 (a) (1), and other pertinent Federal, State and local Equal Employment Opportunity and Affirmative Action regulations, guidelines and policies pertaining to W.I.A. participants and CONTRACTOR staff.

11.04. CONTRACTOR will be governed by W.I.A. procedures relating to complaints alleging violations of the Act, regulations, grant, other Contracts under the Act including terms and conditions of employment. Participants will be notified in writing, upon enrollment into employment or training, of the W.I.A. Complaint Procedures including notification of their right to file a complaint and instructions on how to do so. Complaint Procedures include: (1) the right to file a complaint, (2) the opportunity to resolve complaints informally (3) written notice of hearings, and (4) a final decision within sixty (60) days of the date of filing.

11.05. PERSONNEL PROCEDURES: CONTRACTOR shall ensure equal employment opportunity based on objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, performance evaluation, and employee-management relations.

13. ADDITIONAL INDEPENDENT CONTRACTOR CONDITIONS

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

14. ADDITIONAL NOTICE CONDITIONS

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

15. ADDITIONAL GENERAL REQUIREMENTS

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

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

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

15.24. Referrals from Fee Service Agencies. CONTRACTOR shall not accept referrals for participant positions funded under this Contract from any agency which charges a fee to either the individual being referred or the employing agency for the services rendered. Charges incurred in violation of this clause shall be the sole responsibility of the CONTRACTOR, and shall not be charged to either this Contract or the participant employee under this agreement.

15.25. Property. Title to non-expendable property with a unit value in excess of \$1,000.00 acquired with program funds and with a life expectancy of one year or more in accordance with approved budgets, vests in the County subject to use for program purposes by the CONTRACTOR during the term of the use, accountability, maintenance, protection and preservation of such property insurance to cover the loss or theft of said equipment is due at WIB within 30 days of execution of this Contract. Upon completion of program, all such property shall be transferred to the possession of the County in accordance with the instruction of County.

15.25.01. CONTRACTOR shall obtain advance written approval of County for purchase of any non-expendable equipment having a unit purchase price of \$1,000.00 or more, and use expectancy in excess of one year.

15.25.02 All capital equipment shall be properly identified by serial number and inventoried by CONTRACTOR. This inventory shall be submitted to County and updated by CONTRACTOR as purchases are made.

15.26. Maintenance of Effort. The CONTRACTOR shall comply with the following maintenance of effort requirements:

(a) Participant positions funded through this Contract are in addition to those that would otherwise be financed by CONTRACTOR without assistance under W.I.A.

(b) Positions requested shall: (1) result in an increase in employment opportunities over those that would otherwise be available; (2) not result in the displacement of currently employed workers, including partial displacement such as a reduction in hours of non-overtime work, wages or employment benefits; (3) not impair existing contracts for service or result in a substitution of Federal funds for other funds in connection with work that would otherwise be performed; substitute public service and/or work experience positions for existing jobs.

(c) CONTRACTOR will not terminate, lay off or reduce the working hours of an employee for the purpose of hiring an individual with funds available under W.I.A.

(d) CONTRACTOR will not hire any person under W.I.A. when any other person is on lay-off for the same or substantially equivalent job.

15.27.1. Other Program Obligations. As a condition to the award of financial assistance under Title I of W.I.A. from the Department of Labor, the CONTRACTOR assures, with respect to operation of the W.I.A.-funded program or activity and all Contracts or arrangements to carry out the W.I.A. funded program or activity, that it will comply fully with the WIA Section 188 nondiscrimination and equal opportunity provisions of the Workforce Investment Act of 1998 (W.I.A.), including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by, or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

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

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

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

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

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

EXHIBIT E

GENERAL ASSURANCES AND CERTIFICATIONS WORKFORCE INVESTMENT ACT (WIA)

GENERAL ASSURANCES

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

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

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

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

EXHIBIT F

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

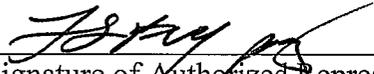
The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

J. Jeff Fly
Applicant (Name of Authorized Representative)

Chief Executive Officer
Title of Authorized Representative


Signature of Authorized Representative

6-5-12
Date

EXHIBIT G

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

CERTIFICATION

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

Table with 2 columns: OFFICIAL'S NAME: (print) and OFFICIAL'S TITLE;. Includes handwritten signature and date 6/5/12.

CONTRACTOR SIGNATURE: [Handwritten signature]

EXHIBIT H

CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

J. Jeff Fly

Applicant (Name of Authorized Representative)

Chief Executive Officer

Title of Authorized Representative


Signature of Authorized Representative

4-5-12
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

NONDISCRIMINATION ASSURANCE

During the performance of this Agreement CONTRACTOR agrees as follows:

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

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

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

J. Jeff Fly

Applicant (Name of Authorized Representative)

Chief Executive Officer

Title of Authorized Representative


Signature of Authorized Representative

6-5-12

Date