

EXHIBIT A
SCOPE OF SERVICES
PROGRAM DESIGN NARRATIVE

Statement of Work:

Goodwill Industries of Santa Cruz, Monterey, and San Luis Obispo (SLO) Counties, a California non-profit 501(c)3 corporation dba Shoreline Workforce Development Services (Shoreline) will provide Core, Intensive, Training, and Supportive Services to 55 Workforce Investment Act (WIA) Title I eligible adults participants, 23 of whom will participate in On-the-Job Training (OJT) programs or Individual Training Accounts. Thirty-two (32) participants will receive direct placement services. If necessary, short term pre-vocational services, to include computer skills remediation, will be provided to a minimum of 32 direct placement participants.

Shoreline's program is designed to meet the training and employment needs of the WIB identified target populations by leveraging existing WIA contracts, developing the capacity of partners, expanding its Neighborhood Career Centers in Salinas and Marina, as well as remote locations in the south and north county areas.

Shoreline will provide the full array of WIA activities to include Core A (Universal), Core B, Intensive, and Training services in all four geographic regions of the county. Training services include OJT contracts, in-house remedial and on-line skills certification training, and Individual Training Account opportunities (ITA's). Shoreline is broad based in its approach to employment services and operates a unique *Anchor & Feeder* collaborative model that efficiently and effectively serves employers and job seekers alike.

Anchor Service Centers

- *North:* Shoreline co-locates staff at the Workforce Santa Cruz County location in Watsonville in collaboration with the Santa Cruz County Workforce Investment Board. Monterey County staff partner with staff in Santa Cruz County to recruit target populations and conduct outreach into the communities of Pajaro, Castroville and Moss Landing.
- *South:* Shoreline is the One-Stop Provider in SLO County. Staff members from SLO are crossed trained to refer job seekers who live near the SLO and Monterey County borders. Shoreline will continue to utilize the partner space available at the King City One-Stop Center to serve employers and job seekers who reside in mid-south county.
- *Central:* Since moving into a new 1,400 square foot career center in June 2012, Shoreline experienced a 100% increase in unique job seekers who meet at least 1 of the 5 target population criteria. The recent move expanded its ability to both co-locate partner staff and provide ancillary services such as monthly job seeking and retention workshops.
- *West:* Shoreline's Marina campus serves as an accessible west county location to meet with prospective program participants and to conduct outreach activities on the Monterey Peninsula.

Feeder Partnerships

Shoreline has recently added two new formal partnerships to enhance and expand its existing partnership network. Feeder partnerships are strategically selected based on a combination of criteria to include target populations served, geographic locations, the opportunity to leverage resources, and a demonstrated history of working effectively with job seekers and employers. All partner agencies refer to the anchor centers with employment ready target population job seekers.

Partner	Geographic Location(s)	Population Served	Operating Plan/Service Type
Monterey County Housing Authority (HA)	All Locations	All Target Populations	HA - Collaborative workshops, Salinas Neighborhood Job Fair, and referrals of target populations. Shoreline - Collaborative workshops, Salinas Neighborhood Job Fair, Core A & B, Intensive and Training services, and referral to housing assistance.
Central Coast HIV/AIDS Services (CCH/AS)	All Locations	All Target Populations	CCH/AS - Core A and referrals to employment services. Shoreline - Core B, Intensive and Training services.
CalWORKs (Welfare to Work)	All Locations	All Target Populations	CalWORKs - Core A and referrals to employment services. Shoreline - Core B, Intensive and Training services, Job Retention Workshops.
Teen Challenge /Pajaro Rescue Mission	North Monterey County (Pajaro)	All Target Populations	Teen Challenge - Core A and referrals to employment services. Shoreline - Core B, Intensive and Training services.
Alliance on Aging (AoA)	All Locations	All Target Populations	AoA - Core A and referrals to Shoreline's Senior Employment Program. Shoreline - Core B, Intensive and Training services.
Vocational Rehabilitation Specialists, Inc (VRS)	All Locations	All Target Populations	VRS - Core A & B and referrals. Shoreline - Core B, Intensive and Training services, and co-enrollment in Dept. of Veterans Affairs employment programs.
Veterans Transitional Center (VTC)	West and Central County Areas	All Target Populations	VTC - Core A and referrals. Shoreline - Core B, Intensive and Training services.
Watsonville Law Center (WLC)	North and Central County Areas	All Target Populations	WLC - Financial Literacy for low income eligible adults, records expungement, legal counseling and referrals. Shoreline - Core A & B, Intensive and Training services

Americans with Disabilities Act (ADA) Accessibility – Shoreline advocates for and provides employment services to people with disabilities. Shoreline conducts an internal annual review of its written comprehensive accessibility plan. Shoreline's career centers are accessible and offer ergonomic and adaptive workstations to job seekers.

Eligibility – The Monterey, SLO and Santa Cruz County WIBs have recognized Shoreline's ability to complete and provide WIA eligibility verification, assessments, case management and job

placement services to thousands of participants. Shoreline's staff understand WIA requirements for program eligibility, including local, state and federal policies. All employment specialists are trained in case management and job placement principles.

Tiers of Services – Shoreline provides all tiers of services through its existing contracts as the One-Stop Provider in SLO County and as a WIA services subcontractor in Santa Cruz and Monterey Counties.

Core A Services – Self-Service and informational services are provided through the Salinas and Marina Neighborhood Career Centers, as well as the SLO One-Stop and Workforce Santa Cruz County locations. These services include Labor Market Information (LMI), job leads, job search and placement assistance, information which can be accessed by the job seeker through the use of technology, and orientation to WIA services.

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

Intensive Services – Shoreline's Intensive services include comprehensive and specialized assessments, which include the WorkKeys® Readiness Indicator, WorkKeys® assessments, academic and vocational specific testing; the development of Individual Employment Plans (IEP); career counseling and planning; case management; short term pre-vocational services (remedial computer skills); supportive services; and follow up. Essential Employability Skills training is provided as a key component of scheduled workshops and case management intervention strategies. Thirty-two participants will receive pre-vocational, online Metrics-based training followed by direct placement services. The online Metrics program provides job specific training in a variety of industry sectors. Shoreline will also use the online National Federation of Retailers and the American Hospitality Association certificate courses, targeting placements in the Tourism/Hospitality Industry.

Training Services – Shoreline is an acknowledged leader in the development of OJT contracts. Shoreline consistently meets or exceeds contract goals for both OJT development and employment retention. It plans on developing a minimum of 23 OJT contracts in the Monterey County priority industry sectors. Priority industry sectors, as determined by the Monterey WIB are: Agriculture; Tourism/Hospitality; Building/Design, Health Care; Education; and Social Services. Shoreline will place all participants in these priority industries.

Shoreline plans to expend a minimum of 25% of their contract funds on training services per Senate Bill (SB) 734. Ten percent (10%) of the minimum training expenditure requirement may be met by applying leveraged resources used for training services. Leveraged resources may include matching funds from employers including the employer-paid portion of OJT and customized classroom training, Department of Labor National Emergency Grant funds, Federal Pell Grants and others.

Supportive Services are provided to eligible participants based upon individual needs identified during intake, assessment and development of the IEP. Supportive services include, but are not limited to, transportation assistance, work related assessment, employment related services, appropriate work attire, training and work related tools and equipment. Shoreline refers participants to partner agencies and community resources for non-WIA related services such as housing, financial aid as available, medical and behavioral health, and legal services.

Partner Interaction/Referrals – Shoreline receives referrals from partner agencies electronically via the Virtual One-Stop/Virtual Career Center (VOS/VCC), e-mail, or in person at any of its Neighborhood Career Centers. A Shoreline employment specialist is assigned as the designated point of contact for each partner agency and is in contact with the partner on a regular basis (bi-weekly to monthly). Partners are encouraged to co-locate at its Neighborhood Career Centers. Shoreline will schedule quarterly partner meetings to review outreach and referrals, WIA system training, and to ensure quality control and program compliance.

Administrative Procedures – Shoreline has standard operating policies and procedures (SOPs) for administering WIA programs which includes local policies and the Technical Assistance Guide for determining program eligibility, developing IEPs, case management and job placement activities. Shoreline has written procedures for orientating individuals to WIA and Shoreline programs and services, including the rights of persons receiving services and grievance appeals procedures. Shoreline also contracts with an independent third party (EthicsPoints) reporting system. Individual case files are consistently maintained in compliance with WIA and the Commission on Accreditation of Rehabilitation Facilities (CARF), an international accreditation commission for health and human service program providers. Shoreline adheres to WIA compliance requirements.

Internal Monitoring Arrangements – Financial audits are performed on an annual basis by outside auditors who are rotated every three years. Internal program monitoring is conducted on a monthly basis and CARF monitoring is performed every three years. An annual outcome measurement performance report is published annually and is available to the public at www.shorelineworks.org. During quarterly partner meetings, Shoreline will facilitate and review WIA compliance and performance requirements. The Shoreline program manager maintains an ongoing internal record of program progress, which is reviewed with staff members. These records supplement the VOS system.

Cost Effectiveness – All Shoreline programs operate on a cost effective service model that emphasizes high employment outcomes. Specific efficiencies include leveraged partnership contributions, cross training of Shoreline and partner staff members, and maintaining a low overhead cost due to contributions from Shoreline’s retail stores division. The cost per participant is approximately \$3,181 which is very competitive with the average cost of WIA services on the Central Coast.

Frequency of Follow-up – Shoreline follows both WIA and CARF required internal policies when completing follow-up activities. Participants are contacted weekly to bi-weekly by program employment specialists during the development of a training program. Following the exit from the WIA program, Shoreline staff contacts participants quarterly to comply with contract requirements and to ensure successful retention.

Outreach Strategies – Shoreline utilizes a variety of outreach and advertising activities such as social media, web based services, print media, television, and radio marketing, as part of an overall agency strategy. Shoreline sponsors two Monterey County community job fairs per year to engage job seekers and employers.

The primary vehicle for recruiting prospective participants is through an established network of partners. The “Goodwill” Neighborhood Career Centers are well known in the community as an easily accessible destination to receive job search assistance.

Shoreline maintains an internal database of employers who consistently work with Shoreline and employ target populations. Shoreline employment specialists contact employers through cold calling

and direct referrals. On the average, over 100 new employers are contacted every month throughout the Shoreline system.

WorkKeys® Assessments and Worldwide Interactive Network (WIN) Training

1. **WorkKeys® Assessment Process:** Shoreline will follow the current WIB policies: Individual Training Accounts (WIB Policy #2011-04) and On-the-Job Training (WIB Policy #2011-05) by administering the WorkKeys® Readiness Indicator test for all participants. Based on the scores, participants will either take a WorkKeys® assessment or improve their score with the WIN remediation training. If a participant does not score at least a 3 on the WorkKeys® Readiness Indicator test, the participant will not be required to take a WorkKeys® assessment for that topic (Locating Information, Reading for Information, and/or Applied Mathematics). If a participant scores at least a 3, Shoreline will make sure the participant receives recognition for their achievement by taking the WorkKeys® assessment.
2. **WorkKeys® Assessment Process:** Shoreline will administer WorkKeys® assessments as described above. Those who master these assessments will be eligible to receive a Career Readiness Certificate administered through the Central Coast Career Readiness Consortium lead by the Monterey County Business Council (MCBC). As necessary, Shoreline will work with the Central Coast Career Readiness Consortium to access their WorkKeys® assessment sites for participant convenience.
3. **Authorized WorkKeys® Locations:** Shoreline will provide training to all staff for proctoring WorkKeys® assessments. WorkKeys® assessments may also be provided by appointment through other partners of the Central Coast Career Readiness Consortium by contacting the Monterey County Business Council (MCBC) at (831) 883-9443.
4. **Authorized WIN Training Locations:** The WIB has contracted with WIN to provide remediation training to individuals wishing to upgrade their skills. WIN is available at no cost to the customer. Shoreline will contact the WIB for WIN self-paced remediation training as suitable. WIN remediation training may also be provided by appointment through other partners of the Central Coast Career Readiness Consortium by contacting the Monterey County Business Council (MCBC) at (831) 883-9443.
5. **WorkKeys® Test Results:** To ensure customer confidentiality, Shoreline will discuss WorkKeys® assessment results with the participant only to determine if they have reached their desired score.
6. **Use VOS to match O*NET job profiles using WorkKeys® scores:** Shoreline will enter WorkKeys® assessment scores into the Virtual One-Stop (VOS) case management system once they are received. VOS will be used to match WorkKeys® assessment skill levels with Occupational Information Network (O*NET) job profiles to help individuals identify appropriate occupations and support transferable skills.
7. **Fees:** The cost for WorkKeys® assessments and certificates is built into Shoreline's supportive services line item budget in Exhibit B.
8. **Disbursement of Career Readiness Certificates:** Certificates will be sent from American College Testing (ACT) to MCBC. MCBC in turn, will sign and distribute the certificates to Shoreline to issue to the recipient(s).

9. **Reporting to the WIB:** Shoreline will provide WorkKeys® assessment performance updates as part of their reports to the WIB's Oversight Committee and other subcommittees of the WIB, as requested.

Organizational Capability and Capacity – Providing training and employment services on the Central Coast since 1928, Shoreline brings to this project the necessary experience to successfully work with the employer community on a regional basis, knowledge of the WIA system, and a demonstrated record of collaborating with both community based organizations and county providers of WIA services to meet service goals. In the last fiscal year, Shoreline served over 12,000 participants in its tri-county service area.

Fiscal Monitoring – Shoreline will provide a monthly invoice to the Office for Employment Training (OET) fiscal office. Monthly expenses will be indicated as well as the balance remaining in each of the line items. The Shoreline Finance Manager, working under the direction of the Shoreline Finance Director, is responsible to assure timely and accurate submission of all workforce related invoices. Monthly invoices will be delivered no later than 15 working days of each subsequent month within the program year.

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

Lead Agency Experience – In Monterey County, Shoreline is contracted with the WIB to provide WIA Title I Core, Intensive, Training and Supportive Services to WIA eligible adults. This contract has successfully been held since 2002. Shoreline is contracted with the Santa Cruz County WIB to provide OJT placement services to low income and dislocated worker populations and operates a WIB recognized satellite known as Workforce Santa Cruz County. Since 2009, Shoreline has served as the contracted WIA One-Stop provider for SLO County.

Key Personnel – Shoreline program managers are located in each county to provide direct staff and program supervision and compliance. Direct participant services are provided by Employment Services Specialists (ESS). The primary two specialists assigned to this project from Shoreline each have over five years direct experience in developing WIA OJT contracts, ITA's and direct placement services. Shoreline's program director has over 20 years of experience in workforce development; and its assistant director has over 15 years in the field. Human Resource professionals are located in the Santa Cruz corporate office and in a regional office in SLO. Corporate financial operations are centralized in Santa Cruz. Oversight and planning responsibilities reside with Shoreline's senior vice-president.

Previous History to Administer this Program – Current Shoreline staff have a successful history developing WIA programs and providing services to job seekers. In the last four years, Shoreline has placed over 249 OJT participants with Monterey County employers. Each individual year, Shoreline met or exceeded its contract goals. Shoreline also increased geographic service goals in the north and south county areas, while continuing to meet the employment needs of the central and western areas of the county.

Target Groups and Geographic Service Areas – The primary three populations to be served by Shoreline are: Homeless individuals, Ex-Offenders, and High School Dropouts, as outlined in the following chart:

Target Populations	Target Enrollments
Homeless	40%
Offenders	30%
High School Dropouts	30%

Shoreline will strategically partner with agencies that serve all four target geographic areas of Monterey County. These partners also work with its primary target populations and use an established cross referral system to access its placement and training programs. All geographic percentage target goals will be met as outlined in the chart below:

Geographic Region	Target Goal	Minimum Goal
North County	18%	10%
South County	25%	10%
West County	18%	10%
Central County	39%	10%

Quarterly Performance and Enrollment Goals/Common Measures – Shoreline has over 20 of years experience working with quarterly performance and enrollment goals and the Common Performance Measures. Using established follow up procedures, Shoreline plans on exiting a total of 55 participants by the end of the fourth quarter (June 30th). Shoreline plans to exit 80% of these participants into employment. Shoreline will follow up with these participants and anticipates that 80% will retain employment. Shoreline estimates an earnings increase on an average of \$10,660 per participant over a six month period (two quarters).

Virtual One-Stop – All Shoreline staff are trained and experienced in the VOS case management system. While a participant is in the active phase of services, case notes will be entered into the VOS system with every activity. After exit, Shoreline employment specialists verify the participant’s employment and wage earnings each quarter, and document this by entering a case note into the VOS system. VOS entries are audited by the program director or assistant program director for accuracy.

EXHIBIT B
LINE ITEM BUDGET
2014-15

MONTEREY COUNTY
WORKFORCE INVESTMENT BOARD

AGENCY: Shoreline Workforce Development Services
ADULT SUBCONTRACT

Effective Date: July 1, 2014

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

ITEMIZED BUDGET CATEGORIES

	a200.0.15	a200.0.04	TOTAL BUDGET	Quarterly Plan				MATCH or IN-KIND	
				7/31/14	12/31/14	3/31/15	6/30/15		
8500	STAFF SALARIES AND BENEFITS	\$ 58,413	\$ 71,393	\$ 129,806.00	\$ 32,451.50	\$ 64,903.00	\$ 97,354.50	\$ 129,806.00	\$ 41,255.00
8500	SERVICES AND SUPPLIES								
8500	Building Rent	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
8500	Building Maintenance and Repair	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
8500	Janitorial	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
8500	Utilities	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
8500	Postage and Shipping	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
8500	Office Supplies	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
8500	Computers/Hardware/Peripherals	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
8500	Equipment Maintenance	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
8500	Equipment Lease/Rental	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
8500	Communications/Internet	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
8500	Insurance	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
8500	Employee Travel	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
8500	Employee Training	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
8500	Outreach/Printing	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
8500	Other Professional Services-Audit	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
8500	TOTAL SERVICES AND SUPPLIES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 46,125.00
CENTRAL OPERATING EXPENSE (INDIRECT)					\$ -	\$ -	\$ -	\$ -	\$ -
PROFIT		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Core Budget		\$ 58,413							
Total Intensive Budget			\$ 71,393						
TOTAL SUPPORTIVE SERVICES				\$ 6,094.00	\$ 1,523.50	\$ 3,047.00	\$ 4,570.50	\$ 6,094.00	\$ -
TOTAL CONTRACT BUDGET				\$ 135,900.00	\$ 33,975.00	\$ 67,950.00	\$ 101,925.00	\$ 135,900.00	\$ -
TRAINING POOLED SET-ASIDE				\$ 39,100.00	\$ 9,775.00	\$ 19,550.00	\$ 29,325.00	\$ 39,100.00	\$ 39,100.00
TOTAL CONTRACT BUDGET OBLIGATION				\$ 175,000.00	\$ 43,750.00	\$ 87,500.00	\$ 131,250.00	\$ 175,000.00	\$ 126,480.00
SB734 Leverage/OJT Employer Contribution				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

EXHIBIT D

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

The following applies to all programs and/or projects funded under the Workforce Investment Act (WIA) conducted by Shoreline Workforce Development Services hereinafter referred to as CONTRACTOR. The County of Monterey Board of Supervisors, acting as the Chief Local Elected Official (CLEO) of the Local Workforce Investment Area (LWIA), is hereinafter referred to as "County", or Workforce Investment Board (WIB).

5. PERFORMANCE STANDARDS – Additional Provisions

- 5.04. The CONTRACTOR shall comply with all the Special Provisions/Conditions and Assurances of this Contract; the requirements of WIA and the regulations promulgated under WIA; all applicable terms and conditions imposed and required by any grant between the County and the State of California (State) and any subsequent revisions and/or modifications of it; and 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 of a conflict between WIA laws and regulations and the terms of this Contract, precedence shall be given to the WIA laws and regulations.
- 5.06. The CONTRACTOR, commencing as of the date of execution of this Contract by both parties, shall perform all the functions set forth in the Description of Program. Adequate performance under this Contract is essential and the CONTRACTOR shall measure its performance results against goals and performance standards provided by this Contract. Measured performance below goals standards will constitute noncompliance with the terms of this Contract.
- 5.07. CORRECTIVE ACTION PLAN: It is the responsibility of the CONTRACTOR to bring to the attention of the County areas of performance which are below goals and standards and, with respect to each such area, prepare a corrective action plan or a statement justifying modification of operational plans. In addition, upon receipt of any monitoring report or other communication identifying areas of concern, a corrective action plan must be submitted to the County within the time frame identified in the report. A corrective action plan shall consist of the following:
- (a) Specific Actions to be taken
 - (b) The objective of each action
 - (c) Completion dates
 - (d) Person(s) responsible
 - (e) Result to be accomplished

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

6. PAYMENT CONDITIONS / REIMBURSEMENTS / ADJUSTMENTS – Additional Provisions

- 6.05. CONTRACTOR shall maintain a financial management system that complies with Monterey County WIB adopted standards and as directed by the State of California. Fiscal accounts will be maintained in a manner sufficient to permit reports required by the WIB or the State of California to be prepared.

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

- 6.09. Notwithstanding any other provisions of this Contract, County may elect not to make a particular payment on account of this Contract if:
- (a) MISREPRESENTATION: CONTRACTOR, with or without knowledge, shall have made any misrepresentation of a substantial and material nature with respect to any information furnished to County.
 - (b) LITIGATION: There is then pending litigation with respect to the performance by CONTRACTOR of any of its duties or obligations hereunder which may jeopardize or adversely affect carrying out the project, including any court action or proceeding involving the Federal Bankruptcy Act.
 - (c) DEFAULT: CONTRACTOR is in default under any provision of this Contract.
- 6.10. PROGRAM INCOME/UNEXPENDED FUNDS.
- 6.10.1. Public or private non-profit CONTRACTOR revenues received in excess of costs (which have been properly earned) and which are received in addition to payments made by County to CONTRACTOR are to be treated as program income. Accordingly, these funds may be retained by the service provider to underwrite additional training or training related services pursuant to the project or program that generated them, consistent with the purposes of WIA. When CONTRACTOR ultimately discontinues the provision of all WIA training and/or services described in this Contract, program income remaining shall be returned to the County.
- 6.10.2. Return of Unexpended Funds. CONTRACTOR agrees that either upon completion or termination of this Contract, any unexpended and/or unauthorized funds received shall be promptly returned to County.
- 6.11. DISALLOWED COSTS: The CONTRACTOR has full responsibility to ensure the proper expenditure of WIA funds paid to it under its Contract with County. Any funds expended by CONTRACTOR under a Contract from the County, which are later determined not to have been allowable, must be immediately refunded to the County.
- 6.11.1. CONTRACTOR shall be notified of all final determinations made by the LWIA regarding audit reports, independent monitoring reports, and LWIA administrative findings by a final determination letter.
- 6.11.2. CONTRACTOR may appeal or seek a legal determination with regard to any such disallowance. During the pending of any such appeal or legal action, CONTRACTOR must deposit funds in the total amount disallowed in an interest bearing escrow account or provide the County with acceptable security for such funds. At the conclusion of the appeal, the interest earned shall be divided proportionately with the deposited funds according to the ruling on the deposited funds.
- 6.11.3. If CONTRACTOR fails to refund any disallowed cost and further fails to place the funds in an escrow account or to provide adequate security therefore within 30 days, County may, at its sole discretion, terminate any and all Contracts with CONTRACTOR effective immediately thereon.
- 6.12. STAFF SALARY LIMITATIONS
- 6.12.1. Personnel whose time is charged to the Program Budget under this Contract or subcontract shall be paid on a pro-rata basis commensurate with the percentage of time devoted to the program. Personnel costs including salary shall be reasonable. Employees of CONTRACTOR shall be compensated under this Contract only for work performed under the terms of this Contract.

- 6.12.2. County shall not pay, and CONTRACTOR shall not request payment for any accrued employee fringe benefits (including vacation and sick time), which were not accrued by CONTRACTOR employees during the term of this Contract.
- 6.13. PER DIEM AND TRAVEL: Mileage payments when permitted should be made at the agency rate per mile, but the rate cannot exceed the amount allowed by the County of Monterey.
- 6.14. SUSPENSION OR REDUCTION OF FUNDING: County may suspend payments to CONTRACTOR prior to termination in whole or in part for cause. Cause shall include the following:
- (a) Failure to comply in any respect with either the terms and/or conditions of this Contract, or
 - (b) Submission to County of reports that are incorrect or incomplete in any substantial and material respect, or
 - (c) Termination or suspension by the State of the grant to the County.
- 6.15. 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.
- 6.16. Failure of the CONTRACTOR to satisfy administrative standards and/or performance goals may result in the immediate reduction of service levels to applicants and/or enrollees by the County. Such reduction will be accompanied by a proportionate decrease in obligated contract funds.

7. TERMINATION – Additional Provisions

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

10. RECORDS AND CONFIDENTIALITY – Additional Provisions

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

- 10.08. As a condition of receiving WIA funds, the independent auditor or monitor of the LWIA, the Employment Development Department (EDD) auditors, investigators, monitors, and their representatives, shall at all times during the period that this contract is in force and for a period of four years thereafter, have access to all related records and financial statements and to individuals with knowledge of the records and financial statements as may be necessary to ensure compliance to the WIA law, regulations, and directives.
- 10.09. Each LWIA will conduct and ensure that their subrecipients, expending a combined total of \$300,000 or more in federal funds in fiscal years ending on or before December 31, 2003, or \$500,000 or more of federal funds in fiscal years ending after December 31, 2003, conducts an audit in accordance with Section 184 of WIA, Title 20 CFR Section 667.200, Title 29 CFR Part 95 or 97 (as applicable), and Title 31 USC Chapter 75.
- 10.10. All documents, records, work papers, etc. associated with the audit shall be retained for a minimum of three (3) years after the issuance of the audit report. If, prior to the expiration of the three year time period, any audit resolution, litigation, or claim is instituted involving the grant covered by the records, the CONTRACTOR shall retain the documentation beyond the period until the audit findings, litigation, or claim has been finally resolved and written notification is received from the Director of the Employment Development Department regarding destruction.
- (a) Board Minutes. CONTRACTOR shall have available for WIA review copies to all Board or Council minutes in which the WIA program is discussed.
- (b) 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.
- (c) 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.
- (d) CONTRACTOR shall make available to the County, upon request, a complete and detailed record or cost allocation of any expenses that are in whole or part supported with program funds. This detailed account shall include percentages and total contributions from both WIA and non-WIA sources. Shared expenses may include, but are not necessarily limited to the following: staff salaries, facilities, equipment, etc.

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

- 11.02. CONTRACTOR will take affirmative action to ensure that applicants and employees are treated during employment or services without regard to their race, color, religion, sex, citizenship, national origin, handicap, age, political affiliation or beliefs. Such action shall include, but not be limited to, the following:
- 11.03. Recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, demotion or transfer, job assignments, working conditions, hiring, training, and selection for training including apprenticeship, and all terms and conditions of employment.
- 11.04. CONTRACTOR will comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations, 41 CFR 60, 29 CFR 97.36 (i) (1-13), 29 CFR 37.20 (a) (1), and other pertinent Federal, State

and local Equal Employment Opportunity and Affirmative Action regulations, guidelines and policies pertaining to WIA participants and CONTRACTOR staff.

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

13. INDEPENDENT CONTRACTOR – Additional Provisions

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

14. NOTICE – Additional Provisions

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

15. MISCELLANEOUS PROVISIONS – Additional Provisions

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

- 15.22. CONTRACTOR will assure that all customers first register through the Virtual One Stop Case Management System: <http://www.onestopmonterey.org/>
- 15.23. CONTRACTOR will assure that customers utilize the Virtual One Stop Case Management System for the provision of core services.
- 15.24. Customer follow-up services must be performed no later than 30 days and 90 days after services are rendered.
- 15.25. Customers accessing OJT or Classroom Training funds administered by the WIB must first receive at least one Core Service and Intensive Service and must meet one of the following WIB established priorities:
- (e) Those who are most able to benefit and whose services will result in the biggest return on investment. This includes individuals who are currently receiving some kind of public assistance, including, but not limited to cash aid and unemployment insurance.
 - (f) Those who are currently underemployed, as defined by working part or full time, but are unable to earn self-sufficiency wages.
- 15.26. Customers shall not be liable for outstanding charges as a result of registration or enrollment in a training program or training activity provided under this Contract.
- 15.27. County Contract Administrator. The Executive Director of the Workforce Investment Board or his/her designee is authorized and directed, for and on behalf of County, to administer this Contract and all related matters in connection herewith and his or her decision shall be final.
- 15.28. Referrals from Fee Service Agencies. CONTRACTOR shall not accept referrals for participant positions funded under this Contract from any agency which charges a fee to either the individual being referred or the employing agency for the services rendered. Charges incurred in violation of this clause shall be the sole responsibility of the CONTRACTOR, and shall not be charged to either this Contract or the participant employee under this agreement.
- 15.29. Property Management. All non-expendable property acquired with program funds provided in whole or in part under this Contract shall become property of the County at the time of acquisition and shall be returned to the County upon termination of the Contract and completion of the program or at such time as the County makes a request for such property.

Non-expendable property is defined as property which will not be consumed or lose its identity during the Contract term, has a unit value in excess of \$1,000.00 at the time of purchase, and is expected to have a useful life of one year or more.

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.

Property records for non-expendable property shall be accurately maintained by the Contractor and shall reflect the following:

- a. a description of the property;
- b. acquisition date and costs;
- c. vendor of the property; and
- d. percentage of the cost of the property purchased with funds from this Contract.

The Contractor shall insure that adequate safeguards are provided to prevent loss, damage or theft of the property. In the case of all suspected thefts and if there is any possibility of a criminal cause of the loss or damage, the Contractor shall report the loss, damage, or theft to the Police, unless the possible crime occurred in another jurisdiction, in which case the Contractor shall report it to the law enforcement authorities with jurisdiction and the Contractor shall provide a copy of the investigation report to the WIB.

- 15.30. Maintenance of Effort. The CONTRACTOR shall comply with the following maintenance of effort requirements:
- (a) Participant positions funded through this Contract are in addition to those that would otherwise be financed by CONTRACTOR without assistance under WIA.
 - (b) Positions requested shall: (1) result in an increase in employment opportunities over those that would otherwise be available; (2) not result in the displacement of currently employed workers, including partial displacement such as a reduction in hours of non-overtime work, wages or employment benefits; (3) not impair existing contracts for service or result in a substitution of Federal funds for other funds in connection with work that would otherwise be performed; (4) not substitute public service and/or work experience positions for existing jobs.
 - (c) CONTRACTOR will not terminate, lay off or reduce the working hours of an employee for the purpose of hiring an individual with funds available under WIA.
 - (d) CONTRACTOR will not hire any person under WIA when any other person is on lay-off for the same or substantially equivalent job.
- 15.31. Other Program Obligations. As a condition to the award of financial assistance under Title I of WIA from the Department of Labor, the CONTRACTOR assures, with respect to operation of the WIA-funded program or activity and all Contracts or arrangements to carry out the WIA funded program or activity, that it will comply fully with the WIA Section 188 nondiscrimination and equal opportunity provisions of the WIA, including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by, or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

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

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

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

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

EXHIBIT E

GENERAL ASSURANCES AND CERTIFICATIONS WORKFORCE INVESTMENT ACT (WIA)

I. COMPLIANCE WITH APPLICABLE LAWS:

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

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

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

II. RECORDS

A. Access

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

B. Retention

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

C. Location

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

III. INTELLECTUAL PROPERTY RIGHTS

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

IV. INVENTIONS, PATENTS AND COPYRIGHTS

A. Reporting Procedure

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

B. Copyright Policy

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

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

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

C. Rights to Data

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

V. CONFIDENTIALITY REQUIREMENTS

- A. Contractor shall maintain the confidentiality of any information regarding participants and the immediate family of any participant that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies, counselors, or any other source. The Contractor shall not divulge such information without the permission of the participant, except for disclosures required by court process, order, or decree, and except that information which is necessary for purposes related to the performance or evaluation of the Agreement may be divulged to parties having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement and to governmental authorities to the extent necessary for the proper administration of the program.
- B. Confidentiality of State/County Records
Confidential information pertains to any data that identifies an individual or an employing unit. Confidential information is not open to the public and requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, Employment Development Department, the California Department of Social Services, the California Department of Education, the County Welfare Department(s), Directors of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs. The Contractor agrees to:
1. Keep all information furnished by State/County agencies strictly confidential, and make the information available to its own employees only on a “need-to-know” basis, as specifically authorized in this Agreement. Instruct all employees with State/County information access regarding the confidentiality of this information and of the penalties for unauthorized use or disclosure found in section 1798.55 of the Civil Code; section 502 of the Penal Code; section 2111 of the Unemployment Insurance Code; section 10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.
 2. Store and process information electronically, in a manner that renders it irretrievable by unauthorized computer, remote terminal, or other means. State/County confidential information should be returned promptly and/or, all copies/derivations should be destroyed when no longer in use. An approved method of confidential information destruction should be used: shredding, burning, or certified/witnessed destruction. Magnetic media are to be demagnetized or returned to appropriate agency. In no event, shall said information be disclosed to any individual outside of the Contractor staff, and/or their employees.

VI. FISCAL ACCOUNTABILITY

Contractor shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. An integral part of the required financial management system is a system of internal accounting controls that will provide reasonable assurance that WIA assets are safeguarded against loss from unauthorized use or disposition, and that accounting transactions affecting WIA fund accountability are properly charged and recorded by administrative and program cost categories to permit the preparation of accurate and supportable financial reports.

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

A. Defaults

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

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

B. Probation

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

C. Suspension

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

D. Termination

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

E. Sanctions

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

VIII. OCCUPATIONAL SAFETY AND HEALTH ACT

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

IX. GENERAL PROVISIONS

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

A. General Assurance

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

B. Nondiscrimination

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

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

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

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

3. Prohibition on Discrimination on Basis of Participant Status

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

4. Prohibition on Discrimination Against Certain Non-Citizens

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

C. Nepotism

The Contractor certifies that it shall not hire nor permit the hiring of any person in a position funded under this Agreement if a member of the person's immediate family is employed in an administrative capacity". For the purpose of this Agreement, the term "immediate family" means spouse (common law or otherwise), child, mother, father, brother, sister, brother/sister-in-law, son/daughter-in-law, mother/father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by the Contractor. The term "administrative capacity" means persons who have overall administrative responsibility for a program including but not limited to selection, hiring, or supervisory responsibilities.

D. Avoidance of Conflict of Economic Interest.

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

No member of the Monterey County WIB shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide direct financial benefit to that member of any business or organization which the member directly represents.

E. Avoidance of Sectarian Activities.

The Contractor certifies that this Agreement does not provide for the advancement or aid to any religious sect, church, creed or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church or sectarian denomination whatever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of Church and State.

F. Unallowable Activities and Costs.

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

1. Public Service Employment:

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

2. Sectarian Activities:

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

3. Political Activities:

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

4. Maintenance of Effort:

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

UNDERSTANDINGS

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

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

EXHIBIT F

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.

Applicant (Name of Authorized Representative)

Title of Authorized Representative

Signature of Authorized Representative

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) All available counseling, rehabilitation and employee assistance programs; and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.

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

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

CERTIFICATION

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

OFFICIAL'S NAME: (print)

OFFICIAL'S TITLE:

DATE EXECUTED:

EXECUTED IN THE COUNTY OF MONTEREY

CONTRACTOR SIGNATURE:

EXHIBIT H

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

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

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

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

Applicant (Name of Authorized Representative)

Title of Authorized Representative

Signature of Authorized Representative

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

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

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

Applicant (Name of Authorized Representative)

Title of Authorized Representative

Signature of Authorized Representative

Date

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/01/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Maryland, Inc. 225 Schilling Circle Hunt Valley, MD 21031 410 771-3838	CONTACT NAME: PHONE (A/C, No, Ext): 410 771-3838		FAX (A/C, No): 410-527-7274	
	E-MAIL ADDRESS:			
INSURED Goodwill Industries of Santa Cruz Monterey & San Luis Obispo Countries 350 Encinal Street Santa Cruz, CA 95060	INSURER(S) AFFORDING COVERAGE		NAIC #	
	INSURER A : Manufacturers Alliance Insuranc		36897	
	INSURER B :			
	INSURER C :			
	INSURER D :			
	INSURER E :			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS...COMP/OP AGG. \$		
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$		
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$		
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	2013012912004	08/05/2013	08/05/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

CERTIFICATE HOLDER County of Monterey Workforce Investment Board P.O. Box 2265 Salinas, CA 93902	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



CERTIFICATE OF LIABILITY INSURANCE

277880

DATE (MM/DD/YYYY)
9/16/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines Unit - (831) 431-2300 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 5615 Scotts Valley Drive Suite 100 Scotts Valley, CA 95086-2165	CONTACT NAME: Sharon K. Harris PHONE (A/C No. Ext): 831-431-2318 E-MAIL ADDRESS: sharon.k.harris@wellsfargo.com	FAX (A/C No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Goodwill Industries of Santa Cruz 350 Encinal Street Santa Cruz, CA 95060	INSURER A: NIAC	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 6581889 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC	X	201301147	9/9/2013	9/9/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	201301147	9/9/2013	9/9/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		201301147UMB	9/9/2013	9/9/2014	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS OTH-ER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The County of Monterey, its agents, officers and employees as Additional Insured 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 of self-insurance maintained by the County and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the Contractor's insurance as respects General Liability per the attached endorsement form NIACE25198 and Automobile Liability per the attached endorsement form CA20480299 with respects to contracted agreement between named Insured and Certificate Holder. *Primary Wording applies to General Liability and is included in the policy*

CERTIFICATE HOLDER**CANCELLATION**

County of Monterey
 Contracts/Purchasing Department
 168 West Alisal Street 3rd Floor
 Salinas, CA 93901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT FOR PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II – WHO IS AN INSURED is amended to include any public entity as an additional insured for whom you are performing operations when you and such person or organization have agreed in a written contract or written agreement that such public entity be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations.

No such public entity is an additional insured for liability arising out of the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply.

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. The following is added to **SECTION III – LIMITS OF INSURANCE**:

The limits of insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

D. With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or
- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph b. below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE.
 - (e) That is any other insurance available to an additional insured(s) under this Endorsement covering liability for damages arising out of the premises or operations, or products-completed operations, for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

POLICY NUMBER: 201301147

COMMERCIAL AUTO
ISSUE DATE: - -

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name of Person(s) or Organization(s):

County of Monterey
Contracts/Purchasing Department
168 West Alisal Street 3rd Floor
Salinas, CA 93901

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

The County of Monterey, its agents, officers and employees as Additional Insured 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 of self-insurance maintained by the County and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the Contractor's insurance as respects General Liability per the attached endorsement form NIACE25198 and Automobile Liability per the attached endorsement form CA20480299 with respects to contracted agreement between named Insured and Certificate Holder. *Primary Wording applies to General Liability and is included in the policy*



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER RIGHTS OF RECOVERY
AGAINST OTHERS - AUTO**

This endorsement modifies Insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

We waive any right of recovery we may have against the person or organization shown in the schedule below because of payments we make for injury or damage arising out of your operations done under a contract with that person or organization. The waiver applies only to the person or organization shown in the schedule.

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

County of Monterey, its officers, agents, and employees