

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

I. DECLARATION

This Agreement is entered into by and between the MONTEREY COUNTY WORKFORCE DEVELOPMENT BOARD, (hereinafter referred to as the WDB) and Monterey County, a political subdivision of the State of California, for services rendered by the Monterey County Economic Development Department - Office for Employment Training, (hereinafter referred to as "Contractor").

The purpose of this Agreement is to formalize the working relationship and establish the roles and responsibilities of the WDB and Contractor for the provision of Workforce Innovation and Opportunity Act (WIOA) Title I services to eligible Adults and Dislocated Workers.

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

II. BACKGROUND

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

Contractor, the Economic Development Department - Office for Employment Training, is a division of Monterey County and currently is the primary WIOA Adult and Dislocated Worker program provider on behalf of the WDB in the local Monterey County workforce development area. It provides career services in partnership with CalWORKs Employment Services (CWES) and the Wagner-Peyser Employment Services division of the State Employment Development Department.

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

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

III. GENERAL AREA OF RESPONSIBILITY

The general areas of responsibility between the parties of this Agreement and the scope of services to be provided are detailed in Exhibit A of this Agreement. Pursuant to Exhibit A, the parties expressly agree that Contractor is bound to comply with all the requirements of the WIOA as set forth in Exhibit A, and that the WDB shall oversee such activities.

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

IV. GENERAL PROVISIONS

A. TERM

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

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

B. CONTRACT ADMINISTRATORS

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

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

Either party may change its designated Contract Administrators upon giving notice pursuant to Section G - Notice.

C. FISCAL / REPORTING

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

Target Population	Funding Amount
Adult	\$745,300
Dislocated Worker	\$894,358

2. WDB shall serve as the fiscal agent for this Agreement and as such will bear primary responsibility for expenditure reporting to the State, processing of Contractor's reimbursements, and tracking of funds.
3. This is a performance based contract that compensates Contractor based on Contractor's achievement of performance outcomes. Contractor will be paid 90% of the contract based on the achievement of specified WIOA performance outcomes within a specific timeframe, as outlined in Exhibit A, Subpart L: Performance Based Outcomes (PBO). Contractor will be paid the remaining 10% of the contract based on the Contractor meeting all the WIOA performance outcomes as outlined in Exhibit A, Subpart L: Performance Based Outcomes (PBO).
4. Subject to receipt of funds from the State and meeting PBO, WDB's fiscal office shall approve the reimbursement for services rendered as outlined in Exhibit D of this Agreement. WDB will approve and provide Contractor with the invoice format for submitting monthly claims for reimbursement (see example Claim Form in Exhibit D, tab 2). Contractor shall first submit monthly documentation of PBO to WDB staff for data validation. Thereafter, Contractor shall submit monthly invoices for reimbursement. WDB shall reimburse Contractor for allowable expenditures claimed, within forty-five (45) calendar days after timely receipt of Contractor's properly completed and documented invoice for reimbursement, or as soon thereafter as is reasonable, provided Contractor is following the terms and conditions of this Agreement. Contractor may not assign any additional costs or fees to any participants or other funding sources outside those identified within this Agreement.
5. Training invoices, for Individual Training Accounts (ITAs) and On-the-Job Training (OJT) activities shall be consolidated into three separate invoices to be submitted to the WDB for payment within fifteen (15) calendar days of receipt.
6. Upon receipt of Contractor's invoices, WDB staff will perform an independent validation of the achievement of the performance outcomes achieved.
7. WDB will reallocate the remainder of total Agreement funds not paid to Contractor if the achievement of the performance based outcomes is not met.
8. All invoices must include proof of documentation as described under Exhibit A, Subpart L: Performance Based Outcomes (PBO).

9. All supportive service requests must have appropriate backup documentation for payment, such as receipts. No supportive service claims submitted more than one month from the month services were provided will be paid without written approval from the WDB's Contract Administrator. The written approval should be included with the supportive service claim form.

All activities (training, supportive service, incentive, etc.) must have the appropriate CalJOBS code entered prior to payment request. Contractor's invoice to request reimbursement for costs incurred must report all expenses as either Adult or Dislocated Worker. This reporting category may change based on direction from the State. WDB will notify Contractor of any changes.

10. Contractor will provide services under this Agreement and manage the program and service delivery to the target customer population.

D. DESIGNATED SERVICE AREAS/PARTICIPANTS TO BE SERVED

1. The AJCC / One-Stop access points and/or locations where customers are to be served are detailed in the attached Exhibit A, page 1, under Designated Service Areas.

Designated Service Area	Target Population	New Participants Served
Countywide	Adult	208
Countywide	Dislocated Worker	250

E. MEETING/COMMUNICATION

Contractor shall provide the specified services through processes established by the WDB and in compliance with applicable local, state, and federal regulations. Contractor shall provide all the WIOA mandated services to Adults and Dislocated Workers as specified in the attached Exhibit A. Meetings between Contractor and WDB shall be scheduled, as needed, to discuss Contractor performance and other issues that affect either party to this Agreement.

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

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

At a minimum, during the term of this Agreement, Contractor will provide management reports to the WDB no later than one week prior to the monthly meetings of the WDB Executive Committee for the reporting month. Contractor shall use the Monthly Program Status Report template provided by the WDB to outline enrollments and performance as detailed on the attached Exhibit F of this agreement that compares the POP (Exhibit C)

plan vs. actual goals, achieved to date. In addition to this regular reporting, Contractor shall provide reports on enrollments and performance to the WDB, upon request.

F. INDEMNIFICATION AND INSURANCE

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

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

G. NOTICE

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

David Spaur
Director
Monterey County
Economic Development Department

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

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

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

H. CONSTRUCTION, INTERPRETATION AND INTEGRATION OF AGREEMENT

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

California and applicable federal law. Venue of litigation arising under this Agreement shall be in the Superior Court of California, Monterey County.

I. NON-EXCLUSIVE AGREEMENT

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

J. EXHIBITS

The following exhibits are attached hereto and incorporated by reference:

1. Exhibit A – Scope of Services (Enrollment and Performance Goals)
2. Exhibit B – WIOA Adult and Dislocated Worker Eligibility Criteria
3. Exhibit C – Performance Operating Plan (POP)
4. Exhibit D – Budget Summaries
5. Exhibit E – Referral Form and Process
6. Exhibit F – Monthly Program Status Report
7. Exhibit G – WIOA Compliance, Certifications, and Assurances
8. Exhibit H – Workforce Development Board Policies

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


BY: _____
Christopher Donnelly
Interim Executive Director
Monterey County Workforce Development Board

Date

BY: _____
David Spaur
Director
Monterey County Economic Development Board

Date

APPROVED AS TO FORM AND LEGALITY

Brian P. Briggs 

9-12-17

EXHIBIT A

SCOPE OF SERVICES ENROLLMENT AND PERFORMANCE GOALS

WIOA Title I Adult and Dislocated Worker Program

July 1, 2017 through June 30, 2018

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

ENROLLMENTS:

Planned Enrollments:	Adult	Dislocated Worker
Number of carry-in enrollments:	125	38
Number of new enrollments:	208	250
▪ All carry-in enrollments must be completed by September 30, 2017.	125	38
▪ 60% of new enrollments must be completed by January 31, 2018.	125	150
▪ 100% of total new enrollments must be completed by March 31, 2018.	208	250
Total number of carry-in and new enrollments:	333	288

DESIGNATED SERVICE AREAS:

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

Location(s) of Service:	Service Area:	Adult	Dislocated Worker
Salinas, Greenfield, King City	South (Districts 1 & 3)	180	200
MBEST, Seaside	North (Districts 2, 4 & 5)	28	50

TARGET POPULATIONS TO BE SERVED:

Population:	Adult	Dislocated Worker
Low-Income	20%	No min
Recipients of Public Assistance (TANF)	10%	No min
Basic Skills Deficient (Limited English)	10%	No min
Veterans and Eligible Spouses	20%	No min
Other: (Ex-Offenders)	No min	No min
Other: (Homeless)	No min	No min
Other: (Older Worker)	No min	No min
Other: (Disabled Individuals)	No min	No min

TRAINING & SUPPORTIVE SERVICES:

Planned Enrollments:	Adult	Dislocated Worker
Total Training Enrollments:	89	107
Total Training Allocation (SB 734 Expenditure Requirement):	\$447,180	\$536,615
Supportive Services funds:	\$60,000	\$30,000
Total Training Contract Amount (includes supportive services):	\$507,180	\$566,615

WIOA ADULT AND DISLOCATED WORKER PERFORMANCE MEASURES:

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

Department of Labor and State EDD Negotiated Performance Target Goals: *	Adult	Dislocated Worker
<ul style="list-style-type: none"> ▪ Employment Rate – 2nd Quarter: The percentage of program participants who are in unsubsidized employment, during the second quarter after exiting from the program. 	68.0% placed	71.0% placed
<ul style="list-style-type: none"> ▪ Employment Rate 4th Quarter: The percentage of program participants who are in unsubsidized employment, during the fourth quarter after exiting from the program. 	65.5% placed	69.5% placed
<ul style="list-style-type: none"> ▪ Median Earnings: The median earnings of program participants who are in unsubsidized employment during the second quarter after exiting from the program. 	\$5,600	\$5,700
<ul style="list-style-type: none"> ▪ Attainment of a Degree or Certificate: The percentage of program participants who obtain a recognized postsecondary credential or a secondary school diploma or its recognized equivalent during participation in or within 1 year after exiting from the program. 	54.0% attained credential	63.0% attained credential
<ul style="list-style-type: none"> ▪ Measurable Skills Gain: The percentage of program participants who, during the program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains toward such a credential or employment. 	Data to be collected to establish a baseline against which to measure outcome	Data to be collected to establish a baseline against which to measure outcome
<ul style="list-style-type: none"> ▪ Business Services: Performance indicator(s) will be established and shared by the WDB to measure the effectiveness of the program in serving employers. 	Data to be collected to establish a baseline against which to measure outcome	Data to be collected to establish a baseline against which to measure outcome
Total Exits from the Program	60% (program allows carry-in)	70% (program allows carry-in)

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

IV. DUTIES AND RESPONSIBILITIES:

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

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

B. ADULT AND DISLOCATED WORKER – WIOA FUNDED SERVICES:

WIOA Program Requirements

Contractor has the discretion to determine what specific program services an Adult or Dislocated Worker participant receives based on each participant's objective assessment and individual employment plan.

Therefore, Contractor's Adult and Dislocated Worker program is not required to provide every service to each participant.

The types of career, follow-up, and training services authorized under WIOA include:

- Basic Career Services
- Individualized Career Services
- Follow-up Services
- Training Services

Basic Career Services

Basic career services include self-help services that require minimal staff assistance. These services must be made available to all job seekers and, at a minimum, must include the following services:

1. **Program Eligibility Determination:** This is the process of obtaining and documenting information about an individual's circumstances and comparing that information with the WIOA eligibility criteria to decide if the individual qualifies for participation;
2. **Outreach, Intake, and Orientation:** Outreach activities involve the collection, publication, and dissemination of information on program services available and directed toward jobless, economically disadvantaged, and other individuals. Intake is the process of collecting basic

information, e.g., name, address, phone number, SSN, and all other required information to determine eligibility or ineligibility for an individual's program. Orientation, whether offered in a group setting, one-on-one, or electronically, is the process of providing broad information to customers in order to acquaint them with the services, programs, staff, and other resources at the AJCC / One-Stop, affiliate, or self-service location;

3. **Initial Assessment:** For individuals new to the workforce system, initial assessment involves the gathering of basic information about skill levels, aptitudes, abilities, barriers, and supportive service needs in order to recommend next steps and determine potential referrals to partners or community resources;
4. **Referrals:** The involves referrals to and coordination of activities with other programs and services, including programs and services within the Job Center delivery system and, when appropriate, other workforce development programs;
5. **Workforce and Employment Labor Market Information and Statistics:** Includes the sharing of statistical data about employment levels, unemployment rates, wages and earnings, employment projections, jobs, training resources, and careers;
6. **Performance and Program Cost Information on Eligible Providers of Training Services:** Collect and provide program cost information on eligible providers of training services by program and provider type;
7. **Performance Information Relating to the Job Center Delivery System:** Collect and provide information on the local area's recent performance measure outcomes;
8. **Financial Aid Assistance for Training and Education Programs:** Provide guidance to individuals in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA; and
9. **Information and Assistance Regarding Filing Claims under Unemployment Insurance (UI) Programs:** Collect and provide information on filing claims for state benefit payments that protect individuals from economic insecurity while they look for work. Claims may be filed on-line or via telephone available at the AJCC / One-Stop located in Salinas.

Individualized Career Services

Individualized career services must be made available to all job seekers if determined to be appropriate for an individual to obtain or retain employment. These services must be made available in all Job Centers. WIOA service providers may use recent previous assessments by partner programs to determine if individualized career services would be appropriate. These include the following services:

1. **Comprehensive and Specialized Assessments:** This involves a closer look at the skill levels and service needs of adult and dislocated worker individuals, which may include:
 - o Diagnostic testing and use of other assessment tools; and
 - o In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;
2. **Individual Employment Plan (IEP):** This involves working with individuals to identify their employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including the list of, and information regarding eligible training providers;
3. **Group Counseling and/or Individual Counseling, Mentoring:** group or individual coaching and support provided in the context of case management and career planning;

4. **Career Planning (e.g. Case Management):** a supportive and coordinated approach to support a seamless progression from one educational step to the next and across work-based training and education so an individual's efforts result in progress;
5. **Short-term Prevocational Services:** This includes the development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct services to prepare individuals for unsubsidized employment or training, in some instances pre-apprenticeship programs may be considered as short-term pre-vocational services;
6. **Internships and Work Experience (linked to careers):** Internships and work experience are planned, structured learning experiences that take place in a workplace for a limited period of time. Work experience may be paid as appropriate. An internship or work experience may be arranged within the private for-profit sector, the nonprofit sector, or the public sector. Labor standards apply in any work experience setting where an employee/employer relationship, as defined by the Fair Labor Standards Act (FLSA), exists;
7. **Workforce Preparation:** These are activities that help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education, or training, or employment;
8. **Financial Literacy Services as described in WIOA §129(b)(2)(D):** These are activities intended to increase the ability of participants to create household budgets, initiate savings plans, and make informed financial decisions about education, retirement, home ownership, wealth building or other savings goals;
9. **Out-of-Area Job Search and Relocation Assistance:** These are activities, including job search and labor market research in areas outside of the local workforce area that the job seeker may consider; and
10. **English Language Acquisition and Integrated Education and Training Programs.** These are activities that link educational programs to increase a job seeker's English language proficiency and basic skills programs (such as reading and math) to other industry or occupation-specific education or training programs.

Follow-Up Services

Follow-up services must be provided as appropriate for participants who are placed in unsubsidized employment, for up to 12 months after the first day of employment. Counseling about the work place is an appropriate type of follow-up service. Follow-up services do not extend the date of exit in performance reporting.

Employment Status Clarification

In addition to providing career and training services to individuals who are unemployed, there remains a significant population of job seekers who are underemployed. Individuals who are underemployed may include:

- Individuals employed less than full-time who are seeking full-time employment;
- Individuals who are employed in a position that is inadequate with respect to their skills and training;
- Individuals who are employed who meet the definition of a low-income individual in WIOA sec. 3(36); and
- Individuals who are employed, but whose current job's earnings are not sufficient compared to their previous job's earnings from their previous employment, per State and/or local policy.

Individuals who are underemployed and meet the definition of a low-income individual may receive career and training services under the Adult program on a priority basis per Section 8 of TEGL 3-15. Individuals who meet the definition of an individual with a barrier to employment (see WIOA sec. 3(24)) who are underemployed may also be served in the Adult program. Individuals who were determined eligible for the dislocated worker program who are determined by State and/or local policies to be underemployed, may still be considered eligible for career and training services under this program.

For the Adult program, reference the #2015-01 – WIOA Adult Priority of Service policy and attachment located online at: <http://www.montereycountywib.org/policies/policies/>

Training Services

WIOA is designed to increase participant access to training services. Training services are provided to equip individuals to enter the workforce and retain employment.

There is no sequence of service requirement for career services and training. This means that WIOA service providers may determine training is appropriate regardless of whether the individual has received basic or individualized career services first. Under WIOA, training services may be provided if WIOA service providers determine, after an interview, evaluation or assessment, and career planning, that the individual:

1. Is unlikely or unable to obtain or retain employment, that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment through career services alone;
2. Is in need of training services to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment, through career services alone; and
3. Has the skills and qualifications to successfully participate in the selected program of training services.

Training services, when determined appropriate, must be provided either through an Individual Training Account (ITA) or through a training contract discussed in Section 10 of TEGL 3-15. Training services must be linked to in-demand employment opportunities in the local area or planning region or in a geographic area in which the adult or dislocated worker is willing to commute or relocate. The selection of training services should be conducted in a manner that maximizes customer choice, is linked to in-demand occupations, is informed by the performance of relevant training providers listed on the Eligible Training Provider List (ETPL) in CalJOBS, and is coordinated to the extent possible with other sources of assistance (see WIOA sec. 134(c)(3)).

Examples of training services include:

1. **Occupational skills training, including training for nontraditional employment:** An organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate or advanced levels;
2. **On-the-job training (OJT), including registered apprenticeship:** Training by an employer that is provided to a paid participant while engaged in productive work that is limited in duration, provides knowledge or skills essential to the full and adequate performance of the job, and reimburses the employer for the costs associated with training the OJT trainee often calculated based on a percentage of the trainee's wages;
3. **Incumbent worker training in accordance with WIOA §134(d)(4):** Training for under-skilled, underemployed workers or those facing layoff (if to avert layoff);

4. **Workplace training and cooperative education programs:** Programs that combine workplace training with related instruction which may include cooperative education programs;
5. **Private sector training programs:** programs operated by the private sector that are designed to impart relevant knowledge, skills, and abilities to participants;
6. **Skills upgrading and retraining:** Courses that prepare persons for entrance into a new occupation through instruction in new and different skills demanded by technological changes. These courses train incumbent workers in specific skills needed by that business or industry and that lead to potential career growth and increased wages. This includes courses that develop professional competencies that are particularly relevant to a vocational/occupational goal. It must be demonstrated that the training will result in the workers' acquisition of transferable skills or an industry-recognized certification or credential;
7. **Entrepreneurial training** Courses that expose students to the skills and knowledge necessary to support self-employment, small business ownership, and entrepreneurship;
8. **Transitional jobs in accordance with WIOA §134(d)(5):** time limited work experiences that are subsidized and are in the public, private, or nonprofit sectors for individuals with barriers to employment who are chronically unemployed or have an inconsistent work history;
9. **Job readiness training provided in combination with other training described above:** Training in job-seeking skills, resume or job application preparation, interviewing skills or other activities that may assist an individual to secure competitive employment;
10. **Adult education and literacy activities:** Services or instruction below the postsecondary level for individuals who are not enrolled or required to be enrolled in secondary school under state law and lack basic educational skills to enable the individuals to function effectively in society and on a job. Services include, but are not limited to, one-on-one instruction, coursework, or workshops that provide direction for the development and ability to read, write, and speak in English, compute, and solve problems, at levels of proficiency necessary to function in society or on the job; and
11. **Customized training:** Training that is conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

WIOA funding for training is limited to participants who:

1. Are unable to obtain grant assistance from other sources to pay training costs; or
2. Require assistance beyond that available under grant assistance from other sources to pay training costs and related support services.

Local WIOA service and training providers must coordinate funds available to pay for training and must consider the availability of other grant assistance to pay for training costs, such as TANF, State-funded training funds, and federal Pell Grants, so that WIOA funds supplement other sources of training grants.

A WIOA participant may enroll in WIOA-funded training while the participant's application for a Pell Grant is pending, if the local WIOA service provider has made arrangements with the training provider and the WIOA participant regarding allocation of the Pell Grant. If the Pell Grant is subsequently awarded, the training provider must reimburse the local area the WIOA funds used to underwrite the training for the amount the Pell Grant covers. Reimbursement is not required from the portion of Pell Grant assistance disbursed to the WIOA participant for education-related expenses, which includes support services.

All local areas must ensure that WIOA funds are not used to pay training costs:

1. For any portion or term of training for which the participant has signed a loan as part of financial aid; or
2. That were paid by the participant (or other source) prior to WIOA program registration.

C. COORDINATION OF SERVICES:

- 1) Contractor shall carry out services through the AJCC / One-Stop in Monterey County at the designated service areas specified on page 1 of this exhibit, by ensuring WIOA career services are available to customers to include access to job order listings available in the CalJOBS system, self-directed assessment and resume building tools, computers and equipment in resource rooms, and job seeker workshops. Services provided by Contractor will focus on WIOA intake and orientation for participants interested in training.

D. PARTICIPANT SELECTION AND ELIGIBILITY:

- 1) Contractor will select and screen participants for WIOA eligibility, and enroll selected participants into either the Adult or Dislocated Worker WIOA program. All interested applicants are to be reviewed for eligibility and will be encouraged to access the AJCC / One-Stop delivery system for career services and available job order listings in the CalJOBS system.
- 2) To be eligible to receive WIOA services, Adults and Dislocated Worker customers must follow the eligibility criteria specified in Exhibit B.

E. INITIAL ASSESSMENT & WORKKEYS ASSESSMENTS:

- 1) Contractor will assess each applicant's initial skill level using the Comprehensive Adult Student Assessment System (CASAS) appraisal test to determine "basic skills deficiency" or grade-equivalent skill levels in language and mathematics to place participant at appropriate levels of instruction. Contractor will ensure all testing is proctored and all testing instruments are used. All tests will be discussed with the participant by Contractor staff qualified to interpret the results. Discussion will include the scores and the impact of test results.
- 2) Following initial assessment, Contractor will select and certify participants for WIOA eligibility and enrollment to receive services at the AJCC or other designated service delivery area. Contractor will collect all documentation, and enter all enrolled participants into the State CalJOBS system, and place a hard copy in the participant file or upload the documentation into the participant's virtual case file in the State CalJOBS system.
- 3) For participants interested in pursuing occupational skills training, Contractor shall administer the WorkKeys® assessments (Locating Information, Reading for Information and Applied Mathematics). If participant scores less than a level 3 on any of the WorkKeys tests, Contractor shall give the participant access to the ACT Career Ready 101 online remediation training tool to upgrade their skills to qualify for a NCRC and referral to training. Those who master these assessments by scoring a level 3 or higher on all three tests will be eligible to receive a National Career Readiness Certificate (NCRC) provided through the Monterey County Business Council (MCBC). Contractor will work with MCBC to receive and distribute all certificates to eligible participants.

F. WIOA ASSESSMENT- INDIVIDUAL EMPLOYMENT PLANS:

- 1) Contractor will provide a comprehensive assessment for all participants interested in pursuing education, employment, and training using an Individual Employment Plan (IEP). The IEP provides Contractor with another opportunity to ensure that customers are appropriate for services such as supportive services. Contractor may use standard web based tools available through CalJOBS and US Department of Labor (DOL) web sites or other validated employment testing and interest survey instruments such as the WorkKeys assessment. Assessments may also involve individualized

research assignments, an evaluation of the participant's educational and work history and a face-to-face interview. At the time of assessment, information is to be presented on career ladders, demand occupations, salary levels, and other incentives and resources available to customers.

- 2) Using the information gathered during the comprehensive assessment phase, Contractor will develop a mutually agreed upon IEP for participants. Contractor will ensure that participants are screened for basic skills, complete a pre-application and/or equivalent, and ensure that adequate information about the need for training, as specified on the IEP, is on record.

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

- Personal information (with participants' signed release);
- Interests, skills and work readiness information;
- Educational and employment history;
- Financial situation as it relates to employment goals;
- Short and long term employment goals;
- Barriers to employment / advancement and plan to mitigate barriers; and
- Disability accommodations needed for training/ employment.

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

G. REFERRALS TO WIOA PARTNERS:

- 1) Contractor is a mandated partner in the America's Job Center of California (AJCC) / One-Stop delivery system. As such, Contractor is part of a continuum of services and must work in collaboration with WIOA required partners, as required under the Memorandum of Understanding (MOU) between the WDB and the partners of the AJCC / One-Stop delivery system. Contractor will be expected to develop or maintain appropriate mechanisms of referrals to ensure that participants can access the services that they require to support their success, and identify areas of participant need apart from WIOA services and refer participant to appropriate agencies to mitigate the needs. Reference Partners & Community Links online at: www.montereycountywdb.org/partners/.
- 2) To referral participants, Contractor will use the referral form and process described on Exhibit E – Referral Form and Process, of this agreement.

H. TRAINING SERVICES:

- 1) Under this agreement, training contracts are expected to be a priority service to help customers become re-employed.
- 2) Contractor will be required to spend at least 30% of their combined Adult and Dislocated Worker WIOA formula fund allocations on workforce training services. This minimum training expenditure requirement does not apply to the youth WIOA formula fund allocations. A portion of the minimum training expenditure requirement (an amount up to 10% of the Adult and Dislocated Worker formula fund allocation) may be met by applying designated leveraged resources (such as Federal Pell Grants, match funds from the employer-paid portion of OJT contracts, and in-kind contributions used for training services as specified in SB 734 (2011) and Workforce Services Directive 14-1(2014).
- 3) Reference the local WDB Policy 2012-03 – WIA Training Expenditure Requirements at: http://www.montereycountywib.org/policies/policies/2012-03_WIA-Training-Expenditure-Requirements_SB-734.pdf.

- 4) In order to apply toward the minimum training expenditure requirement, formula funds and leveraged resources must be expended on WIOA Adult or Dislocated Worker participants enrolled in a training activity entered into the CalJOBS system.
- 5) Training programs and employment placements shall be directly linked to occupations with employment in the WDB's established priority industry sectors, to include: Agriculture; Tourism & Hospitality; Education & Research; Health & Social Assistance; and/or Construction.

I. DOCUMENTATION OF SERVICE DELIVERY & CASE MANAGEMENT:

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

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

- 1) Contractor will participate in an exit / outcome / survey conference with each participant when a determination has been made to exit the participant. Contractor will ensure that participants are surveyed and are provided a customer satisfaction feedback form during the exit conference. The purpose of the exit conference is to ensure all services to the participant have been documented into the participant's CalJOBS record, in the participant's case file, and the participant has received the surveys, as needed per their Individual Service Strategy (ISS)[CRM1].
- 2) Contractor will ensure that follow-up contact and services for all participants start after exit and will be conducted for each follow-up quarter (up to 1 year) after the completion of participation to ensure all performance goals are met.

Follow-up contact is described as:

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

Follow-up services are described as:

- Contractor will provide follow-up services to all exited participants. The case manager will identify issues requiring additional assistance during the follow-up period. Based upon these issues, follow-up services may include:
 - Work-Related Peer Support Group
 - Transportation
 - Purchase Work-Related Uniform/Attire
 - Purchase Work-Related Tools

- Housing Assistance
- Utilities
- Dependent Care
- Medical
- Incentives/Bonus
- Educational Testing
- Supportive services, as approved by the WDB supportive services policy, located online at: www.montereycountywdb.org/policies/policies/
- Other follow-up services, as approved by WDB

K. PERFORMANCE OPERATING PLAN AND REPORTING:

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

L. PERFORMANCE BASED OUTCOMES (PBO):

- 1) Contactor agrees that compensation for a portion of the amount of this agreement, equal to \$145,424, is dependent upon Contractor achieving or exceeding the Performance Based Outcomes outlined and described below. Contractor's failure to meet or exceed the Performance Based Outcomes will result in the loss of funds, as specified below. The WDB's priority industry sectors are Agriculture, Tourism & Hospitality, Education & Research, Health & Social Assistance, and Construction.

Performance Based Outcomes Goals Adults and Dislocated Workers Combined <i>(Goals are based on Exhibit C – Performance Operating Plan and training expenditure goal)</i>	# of Clients	Performance-Based Compensation Per Client	Total
a. New enrollments	458	\$100	\$45,800
b. Placed in employment in WDB priority industry sectors	178	\$135	\$24,030
c. Placed in training in WDB priority industry sectors	150	\$233	\$34,950
d. Completion of occupational skills training in WDB priority industry sectors	144	\$169	\$24,336
e. Completion of occupational skills training and entered employment in WDB priority industry sectors	108	\$151	\$16,308
Total Performance-Based Compensation Available			\$145,424

2) The budget for performance based outcomes (PBO) under this agreement shall not exceed \$145,424 and will be paid to Contractor as follows:

- a. **Cumulative new enrollments** – WDB shall hold back Contractor compensation in the amount of \$45,800. The WDB shall pay an amount not to exceed \$45,800 to Contractor at the rate of \$100 for each participant who is enrolled and is provided career services between July 1, 2017 through March 31, 2018, up to a maximum of 458 participants. Enrollments will be verified through the State CalJOBS system.
- b. **Placed in employment in WDB priority industry sectors** – WDB shall hold back Contractor compensation in the amount of \$24,030. The WDB shall pay an amount not to exceed \$24,030 to Contractor at the rate of \$135 for each participant who is placed in employment in a WDB priority industry sector after program exit between July 1, 2017 and June 30, 2018, up to a maximum of 178 participants. Contractor will submit a copy of each participant's proof of employment verification (i.e. pay stub or employer statement) when invoicing for PBO or upon request by the WDB.
- c. **Placed in occupational skills training in WDB priority industry sectors** – WDB shall hold back Contractor compensation in the amount of \$34,950. The WDB shall pay an amount not to exceed \$34,950 to Contractor at the rate of \$233 for each participant who is placed in occupational skills training in a WDB priority industry sector between July 1, 2017 through June 30, 2018, up to a maximum of 150 participants. Contractor will submit a copy of each participant's proof of work experience (i.e. pay stub or employer statement) when invoicing for PBO or upon request by the WDB.
- d. **Completion of occupational skills training in WDB priority industry sectors** – WDB shall hold back Contractor compensation in the amount of \$24,336. The WDB shall pay an amount not to exceed \$24,336 to Contractor at the rate of \$169 for each participant who completes occupational skills training in a WDB priority industry sector between July 1, 2017 and June 30, 2018, up to a maximum of 144 participants. Contractor will submit a copy of each participant's proof of enrollment (i.e. transcript or training provider statement) when invoicing for PBO or upon request by the WDB.
- e. **Completion of occupational skills training and entered employment in WDB priority industry sectors** – WDB shall hold back Contractor compensation in the amount of \$16,308. The WDB shall pay an amount not to exceed \$16,308 to Contractor at the rate of \$151 for each participant who completes occupational skills training in a WDB priority industry sector and is placed in employment in a WDB priority industry sector, between July 1, 2017 through June 30, 2018, up to a maximum of 108 participants. Contractor will submit a copy of each participant's

proof of employment verification (i.e. pay stub or employer statement with occupational code) when invoicing for PBO or upon request by the WDB.

M. COORDINATION WITH WDB STAFF AND CONTRACTORS:

- 1) Contractor will work collaboratively and coordinate services with other WIOA partners and their subcontractors to ensure comprehensive and seamless delivery of services.
- 2) Contractor will meet regularly (no less than quarterly) with WDB staff to discuss: enrollments, participant retention, program design, outcomes (employment and education), program expenditures, staffing, and other elements that have the potential to impact the quality of the programs and services provided under this agreement. Meeting dates, times, and locations will be mutually agreed upon by attendees. Meeting agendas will focus on coordination of efforts to ensure participants' success by providing seamless integration of services, on coordination of the services provided to participants to ensure they attain program goals, and documentation of participants' achievement of goals.
- 3) WDB staff will be responsible for reporting to the State and will field all requests from the Chief Elected Official—the County Board of Supervisors, the WDB members, the media, and other interested stakeholders. Contractor will be expected to support reporting requests as needed and will respond to reporting requests made by the WDB in a prompt and timely manner.

N. EVALUATION OF CONTRACTOR:

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

O. RECORDS AND AUDITS OF CONTRACTOR:

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

P. BRANDING:

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

Q. BUDGET MODIFICATION:

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

EXHIBIT B

WIOA ELIGIBILITY CRITERIA

WIOA Title I Adult and Dislocated Worker Programs
July 1, 2017 through June 30, 2018

	Adults	Dislocated Worker
General Eligibility		
Birth date/Age	Verify birth certificate, driver's license, passport, etc.	Verify birth certificate, driver's license, passport, etc.
Last 4 of SS#	Verify Social security card	Verify Social security card
U.S. Work Authorization	Satisfy documentation on Form I-9: www.uscis.gov	Satisfy documentation on Form I-9: www.uscis.gov
Selective Service Registration	Males only. Verify: https://www.sss.gov/	Males only. Verify: https://www.sss.gov/
Program Eligibility for Services		
Age	18 years or older	18 years or older
School Status	N/A	N/A
Income Criteria	Meets Adult LLSIL guidelines, under WDB Policy #2011-01, located online: www.montereycountywib.org/policies/	Unemployed
Eligibility Criteria		
	<i>Meets one or more of the following:</i>	<i>Meets one or more of the following:</i>
	Priority of service: 1. Veteran and/or Eligible Spouse 2. Recipient of Public Assistance 3. Low Income 4. Basic Skills Deficient	<input type="checkbox"/> Option #1: Proof that the individual meets (A), (B) <u>and</u> (C). There are two options for meeting (B): (a) or (b). (A) Has been terminated or laid off, or has received a notice of termination or layoff, from employment; AND (B) (a) Is eligible for or has exhausted entitlement to unemployment compensation; or (b) Has been employed for a duration sufficient to demonstrate attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings OR having performed services for an employer that were not covered under a State unemployment compensation law; AND (C) Is unlikely to return to a previous industry or occupation. <input type="checkbox"/> Option #2: Proof that the individual has been terminated or laid off, or has received a notice of termination or layoff, from employment as a result of any permanent closure of, or any substantial layoff at, a plant, facility, or enterprise. <input type="checkbox"/> Option #3: Proof that the individual is employed at a facility at which the employer has made a general announcement that such facility will close within 180 days; or for purposes of eligibility to receive services other than training services described in WIOA Section 134(d)(4), intensive services described in Section 134(d)(3), or supportive services, is employed at a facility at which the employer has made a general announcement that such facility will close. <input type="checkbox"/> Option #4: Proof that the individual was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disasters. <input type="checkbox"/> Option #5: Proof that the individual is a displaced homemaker.

	Adults	Dislocated Worker
		<p><input type="checkbox"/> Option #6: Proof that the individual is an eligible dislocated worker (meets the general WIOA eligibility criteria and one of the five criteria listed above) who since dislocation and prior to application has not been employed in a job that paid a wage defined by the local board as:</p> <ul style="list-style-type: none"> ▪ a self-sufficient dislocated worker wage; or ▪ leading to self-sufficiency; or ▪ providing more than stopgap employment. <p><input type="checkbox"/> Option #7: The spouse of a member of the Armed Forces on active duty, and who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member.</p> <p><input type="checkbox"/> Option #8: The spouse of a member of the Armed Forces on active duty and who is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.</p>

EXHIBIT C
PERFORMANCE OPERATING PLAN
WIOA Title I Adult Program
July 1, 2017 through June 30, 2018

Adult Performance Operating Plan - Program Year 2017-2018

Cumulative Monthly Performance and Enrollment Goals

Service Provider: Economic Development Department - OET

					Qtr 1			Qtr 2			Qtr 3			Qtr 4
A. Enrollments		GOAL	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
1. Carry-In Enrollments		125												
2. Cumulative New Enrollments (North or South County)	Plan	208												
	Actual													
	% of Plan	%	%	%	%	%	%	%	%	%	%	%	%	%
B. Program Performance Goals														
1. New enrollments	Plan	208	26	26	28	26	26	28	16	16	16	0	0	0
	Actual													
	% of Plan	%	%	%	%	%	%	%	%	%	%	%	%	%
2. Placed in employment in WDB priority industry sectors	Plan	70	3	3	4	10	10	10	10	10	10	0	0	0
	Actual													
	% of Plan	%	%	%	%	%	%	%	%	%	%	%	%	%
3. Placed in occupational skills training in WDB priority industry sectors	Plan	59	0	0	0	10	10	10	7	6	5	0	0	0
	Actual													
	% of Plan	%	%	%	%	%	%	%	%	%	%	%	%	%
4. Completion of occupational skills training with certification in WDB priority industry sectors	Plan	50	0	0	0	0	0	0	0	0	0	0	0	50*
	Actual													
	% of Plan	%	%	%	%	%	%	%	%	%	%	%	%	%
5. Completion of occupational skills training and entered employment in WDB priority industry sectors	Plan	36	0	0	0	0	0	0	0	0	0	0	0	36*
	Actual													
	% of Plan	%	%	%	%	%	%	%	%	%	%	%	%	%
C. Other Program Elements														
1. WorkKeys Assessments	Plan	125	12	12	11	10	10	10	10	10	10	10	10	10
	Actual													
	% of Plan	%	%	%	%	%	%	%	%	%	%	%	%	%
D. Exits and Performance Measures					Qtr 1			Qtr 2			Qtr 3			Qtr 4
1. All Exits (Total of South and North County)														
2. Placement in Employment - 2nd Qtr														
3. Retention - 4th Qtr														
4. Median Earnings - 2nd Qtr														
5. Attainment of a Degree or Cert - w/in 1 year														
6. Measurable Skills Gain - during program (Collect baseline data)														
7. Business Services (Collect baseline data)														

NOTES: * Funding for training starts QTR.2 resulting in the average completion time taking place during QTR.4.

EXHIBIT C
PERFORMANCE OPERATING PLAN
WIOA Title I Dislocated Worker Program
July 1, 2017 through June 30, 2018

Dislocated Worker Performance Operating Plan - Program Year 2017-2018

Cumulative Monthly Performance and Enrollment Goals

Service Provider: Economic Development Department - OET

Service Provider: Economic Development Department - OET					Qtr 1			Qtr 2			Qtr 3			Qtr 4	
A. Enrollments		GOAL	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018	
1. Carry-In Enrollments		38													
2. Cumulative New Enrollments (North or South County)	Plan	250													
	Actual														
	% of Plan	%	%	%	%	%	%	%	%	%	%	%	%	%	
B. Program Performance Goals															
1. New enrollments	Plan	250	26	26	28	28	28	29	28	28	29	0	0	0	
	Actual														
	% of Plan	%	%	%	%	%	%	%	%	%	%	%	%	%	
2. Placed in employment in WDB priority industry sectors	Plan	108	0	0	0	18	18	18	18	18	18	0	0	0	
	Actual														
	% of Plan	%	%	%	%	%	%	%	%	%	%	%	%	%	
3. Placed in occupational skills training in WDB priority industry sectors	Plan	91	0	0	0	15	15	15	15	15	16	0	0	0	
	Actual														
	% of Plan	%	%	%	%	%	%	%	%	%	%	%	%	%	
4. Completion of occupational skills training with certification in WDB priority industry sectors	Plan	94	0	0	0	0	0	0	0	0	0	0	0	94*	
	Actual														
	% of Plan	%	%	%	%	%	%	%	%	%	%	%	%	%	
5. Completion of occupational skills training and entered employment in WDB priority industry sectors	Plan	72	0	0	0	0	0	0	0	0	0	0	0	72*	
	Actual														
	% of Plan	%	%	%	%	%	%	%	%	%	%	%	%	%	
C. Other Program Elements															
1. WorkKeys Assessments	Plan	175	15	15	15	17	17	17	17	17	17	10	9	9	
	Actual														
	% of Plan	%	%	%	%	%	%	%	%	%	%	%	%	%	
D. Exits and Performance Measures					Qtr 1			Qtr 2			Qtr 3			Qtr 4	
1. All Exits (Total of South and North County)															
2. Placement in Employment - 2nd Qtr															
3. Retention - 4th Qtr															
4. Median Earnings - 2nd Qtr															
5. Attainment of a Degree or Cert - w/in 1 year															
6. Measurable Skills Gain - during program (Collect baseline data)															
7. Business Services (Collect baseline data)															

NOTES: * Funding for training starts QTR.2 resulting in the average completion time taking place during QTR.4

EXHIBIT D

BUDGET SUMMARY

WIOA Title I Adult Program

July 1, 2017 through June 30, 2018

ADULT PROGRAM WORKFORCE INNOVATION AND OPPORTUNITY ACT				
Organization:	Monterey County Office for Employment Training			
North/South County:	Monterey			
Contract Year:	2017-18			
I. OPERATING COSTS				
A. SALARIES AND FRINGE BENEFITS	Salary	FTE Allocated to Contract	Leveraged Amount	Total Cost to Contract
Position Title				
WIB Employment Programs Supervisor *	\$150,290.00	45.45%		68,307.00
WIB Employment Programs Rep III *	\$128,761.00	45.45%		58,522.00
WIB Employment Programs Rep III *	\$128,761.00	45.45%		58,522.00
WIB Employment Programs Rep II *	\$120,744.00	45.45%		54,879.00
WIB Employment Programs Rep II *	\$120,744.00	45.45%		54,879.00
WIB Employment Programs Rep II *	\$119,403.00	45.45%		54,269.00
WIB Employment Programs Rep II *	\$114,355.00	45.45%		51,975.00
WIB Employment Programs Rep II *	\$113,721.00	45.45%		51,687.00
WIB Employment Programs Rep II *	\$113,721.00	45.45%		51,687.00
WIB Employment Programs Rep II *	\$113,721.00	45.45%		51,687.00
Accountant I	\$116,300.00	45.45%		52,859.00
Office Assistant III	\$87,461.00	45.45%		39,751.00
	\$1,427,982.00			0.00
Subtotal Salaries and Fringe Benefits				649,024.00
B. OTHER OPERATING				
Advertising				0.00
Audit				0.00
Copying/Printing				250.00
Dues/Membership				0.00
Equipment Lease/Purchase/Maintenance				9,100.00
Facilities Rent/Maintenance				0.00
Insurance				11,305.00
Legal Fees				1,590.00
Meeting Room Rent				0.00
Misc (License, Tax, Other Fees)				0.00
Postage				2,300.00
Publications				0.00
Staff Development				2,275.00
Staff Travel				6,230.00
Supplies (Not Testing)				10,045.00
Telephone				9,300.00
Computer/Technology				35,810.00
Other (Temp Help)				2,275.00

EXHIBIT D

BUDGET SUMMARY

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

Other (Professional Services)			4,546.00
Other (Special Dept Exp - County Required)			1,250.00
Subtotal Other Operating			96,276.00
SUBTOTAL OPERATING			745,300.00
Performance Goal			(66,101.90)
Meeting Performance Goals			66,101.90
Total Performance Goals			-
C. DIRECT PARTICIPANT COSTS			
Training			
Supportive Services			
Other (Specify in narrative)			
Subtotal Direct Participant Costs			-
D. INDIRECT COSTS			
E. PROFIT			
TOTAL BUDGET			745,300.00

* Position titles are subject to change

Invoice

WIOA Adult Program 2017-18

Monterey County Workforce Development Board

c/o Fiscal Manager

1441 Schilling Place - North Building

Salinas, CA 93901

Invoice #: 100

Date:

Expenditure for
the month of:**Agency:**

Monterey County Office for Employment Training

730 La Guardia Street

Salinas, CA 93905

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

Monthly Obligations:	
Monthly Program Income:	
Accrued Expenditures:	

EXHIBIT D

BUDGET SUMMARY

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

DISLOCATED WORKER PROGRAM WORKFORCE INNOVATION AND OPPORTUNITY ACT				
Organization:	Monterey County Office for Employment Training			
North/South County:	Monterey			
Contract Year:	2017-18			
I. OPERATING COSTS				
A. SALARIES AND FRINGE BENEFITS	Salary & Benefits	FTE Allocated to Contract	Leveraged Amount	Total Cost to Contract
Position Title				
WIB Employment Programs Supervisor *	\$150,290.00	54.55%		81976
WIB Employment Programs Rep III *	\$128,761.00	54.55%		70233
WIB Employment Programs Rep III *	\$128,761.00	54.55%		70233
WIB Employment Programs Rep II *	\$120,744.00	54.55%		65860
WIB Employment Programs Rep II *	\$120,744.00	54.55%		65860
WIB Employment Programs Rep II *	\$119,403.00	54.55%		65129
WIB Employment Programs Rep II *	\$114,355.00	54.55%		62375
WIB Employment Programs Rep II *	\$113,721.00	54.55%		62030
WIB Employment Programs Rep II *	\$113,721.00	54.55%		62030
WIB Employment Programs Rep II *	\$113,721.00	54.55%		62030
Accountant I	\$116,300.00	54.55%		63436
Office Assistant III	\$87,461.00	54.55%		47706
	\$1,427,982.00			0.00
				0.00
				0.00
Subtotal Salaries and Fringe Benefits				778,898.00
B. OTHER OPERATING				
Advertising				0.00
Audit				0.00
Copying/Printing				275.00
Dues/Membership				0.00
Equipment Lease/Purchase/Maintenance				10,910.00
Facilities Rent/Maintenance				0.00
Insurance				13,570.00
Legal Fees				1,910.00
Meeting Room Rent				0.00
Misc (License, Tax, Other Fees)				0.00
Postage				2,755.00
Publications				0.00
Staff Development				2,745.00
Staff Travel				7,475.00
Supplies (Not Testing)				12,100.00
Telephone				11,150.00

EXHIBIT D

BUDGET SUMMARY

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

Computer/Technology			42,970.00
Other (Temp Help)			2,730.00
Other (Professional Services)			5,455.00
Other (Special Dept Exp - County Required)			1,415.00
Subtotal Other Operating			115,460.00
SUBTOTAL OPERATING			\$ 894,358
Performance Goal			(79,322.10)
Meeting Performance Goals			79,322.10
Total Performance Goals			0.00
C. DIRECT PARTICIPANT COSTS			
Training			
Supportive Services			
Other (Specify in narrative)			
Subtotal Direct Participant Costs			\$ -
D. INDIRECT COSTS			
E. PROFIT			
TOTAL BUDGET			\$ 894,358

* Position titles are subject to change

Invoice

WIOA Dislocated Worker Program 2017-18

Monterey County Workforce Development Board

c/o Fiscal Manager

1441 Schilling Place - North Building

Salinas, CA 93901

Invoice #: 100

Date:

Expenditure for
the month of:**Agency:**

Monterey County Office for Employment Training

730 La Guardia Street

Salinas, CA 93905

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

Monthly Obligations:	
Monthly Program Income:	
Accrued Expenditures:	

EXHIBIT E

REFERRAL FORM and PROCESS

WIOA Title I Adult and Dislocated Worker Programs
July 1, 2017 through June 30, 2018

Referral Form

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

CUSTOMER INFORMATION:

Date of referral:

Customer name:

SS# (last 4):

Address, City, State, Zip:

Phone number:

Email address:

Service(s) customer is currently receiving (*check all that apply*):
☐ CalWORKS (TANF) ☐ WIOA Basic Career Services ☐ WIOA Individualized Services
☐ WIOA Training Services ☐ WIOA Employer/Business Services
☐ Other, please specify:

Purpose of referral /
services to be provided:

REFERRING AGENCY:

Name of referring agency:

Contact person:

Phone number:

Email address:

Address, City, State, Zip:

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

REFERRAL:

AGENCY REFERRED TO FOR SERVICES: (*Receiving Agency*)

Name of agency referred to:

Contact person:

Phone number:

Email address:

Address, City, State, Zip:

OUTCOMES:

EXHIBIT F**Monthly Program Status Update****Agency Name:** Monterey County Office for Employment Training**Period Ending:****Adult Services****ACTIVE PARTICIPANTS**

A	125	Number of Carry-in Participants as of July 1, 2016	
B	0	New Participant Enrollment as of July 1, 2017	
C	0	Total Exited	
D	0	Total Active	
	Goal	Actual	% Total
Enrollments	208	0	0%

TRAINING

Training Goals	Goal	Actual	% Total
Individual Training Account (ITA's)	59	0	0%
On the Job Training (OJT)	10	0	0%
Other	20	0	0%
SB734 Total Funds	\$447,180.00	\$0.00	0%

Dislocated Workers**ACTIVE PARTICIPANTS**

A	38	Number of Carry - in Participants as of July 1, 2016	
B	0	New Participant Enrollment as of July 1, 2017	
C	0	Total Exited	
D	0	Total Active	
	Goal	Actual	% Total
Enrollments	250	0	0%

TRAINING

Training Goals	Goal	Actual	% Total
Individual Training Account (ITA's)	91	0	0%
On the Job Training (OJT)	5	0	0%
Other	11	0	0%
SB734 Total Funds	\$536,615.00	\$0.00	0%

EXHIBIT G

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

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

1. COMPLIANCE

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

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

2. CERTIFICATIONS / ASSURANCES

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

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

school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.

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

theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

(3) Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State or local), with commission of any of the offenses enumerated in Section 2 of this Debarment and Suspension Certification.

(4) Have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default. Where CONTRACTOR is unable to certify to any of the statements in this Debarment and Suspension Certification, it shall attach an explanation to this Agreement.

k. **Mandatory Disclosures:** All WIOA and Wagner-Peyser recipients of Federal awards must disclose, as required at 2 CFR 200.113, in a timely manner, in writing to the Federal awarding agency or the WDB, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338 (Remedies for noncompliance), including suspension or debarment.

l. **Lobbying Certification:** By signing this AGREEMENT CONTRACTOR hereby assures and certifies to compliance with the lobbying restrictions which are codified in the DOL regulations at Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR 2900, as follows:

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

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

(3) CONTRACTOR shall require that the language of the lobbying restrictions be included in the award documents for Agreement transactions over \$100,000 (per OMB) at all tiers (including AGREEMENTs, contracts, and subcontracts, under grants, loan, or cooperative Agreements), and that all subrecipients shall certify and disclose accordingly.

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

m. **Priority Hiring Considerations:** If this AGREEMENT includes services in excess of \$200,000, CONTRACTOR shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Section Code 11200 in accordance with Public Contract Code §10353.

n. **Sweatfree Code of Conduct:** All CONTRACTORS that contract for the procurement or laundering of apparel, garments, or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the State pursuant to the contract have been laundered or produced, in whole or in part, by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. CONTRACTOR further declares under penalty of perjury that it will adhere to the Sweatfree Code of Conduct as set forth on the

California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108. CONTRACTOR agrees to cooperate fully in providing reasonable access to CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by authorized officials of the WDB, State of California EDD, the Department of Industrial Relations, or the Department of Justice to determine CONTRACTOR's compliance with the requirements of the Sweatfree Code of Conduct.

- o. **Unenforceable Provision:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected hereby.

p. **Non-discrimination Clause / Affirmative Action / Equal Employment Opportunity:**

- (1) The conduct of the parties to this Agreement will be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated hereunder and the provisions of WIOA Section 188.
 - a. As a condition to the Agreement of financial assistance from the DOL under WIOA, CONTRACTOR assures that it will comply fully with the non-discrimination and equal opportunity provisions of the following laws:
 - i. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA financially assisted program or activity;
 - ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
 - b. CONTRACTOR also assures that it will comply with Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, and all other regulations implementing the laws listed above. This assurance applies to CONTRACTOR's operation of the WIOA financially assisted program or activity, and to all Agreements that CONTRACTOR makes to carry out the WIOA financially assisted program or activity. CONTRACTOR understands that the United States has the right to seek judicial enforcement of this assurance.
 - c. This CONTRACTOR shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
- (2) CONTRACTOR will take affirmative action to assure that no individual will be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration or in connection with any services or activities authorized under the WIOA in violation of any applicable nondiscrimination law, including laws prohibiting discrimination on the basis of age, race, sex, color, religion, national origin, disability, political affiliation or belief. All complaints alleging discrimination must be filed and processed according to the procedures in the applicable DOL nondiscrimination regulations.
- (3) CONTRACTOR will assure that discriminatory job orders will not be accepted, except where the stated requirement is a bona fide occupational qualification (BFOQ). See, generally, 42 U.S.C. 2000(e)–2(e), 29 CFR parts 1604, 1606, 1625. (3)

- (4) CONTRACTOR will assure that employment testing programs will comply with 41 CFR part 60–3 and 29 CFR part 32 and 29 CFR 1627.3(b)(iv).
- (5) CONTRACTOR agrees to conform to non-discrimination and equal opportunity requirements and procedures, including the WDB's grievance and complaint procedures in compliance with the WIOA, the Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, Federal regulations and State statutes, regulations and policy. (Reference WDB Policy 2005-10 – Grievance and Complaint Procedures and policy attachments; <http://www.montereycountywib.org/policies/policies/>)
- (6) CONTRACTOR will be governed by WIOA procedures relating to complaints alleging violations of the WIOA, regulations, other Agreements under the WIOA including terms and conditions of employment. Participants will be notified in writing, upon enrollment into employment or training, of the WIOA complaint procedures including notification of their right to file a complaint and instructions on how to do so. Complaint procedures include: (1) the right to file a complaint, (2) the opportunity to resolve complaints informally, (3) written notice of hearings, and (4) a final decision within sixty (60) days of the date of filing.
- (7) CONTRACTOR will comply with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL."
- (8) CONTRACTOR shall ensure equal employment opportunity based on objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, performance evaluation, and employee management relations.

q. **Indemnification:**

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

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

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

- s. **Federal Funding Accountability and Transparency Act (FFATA):** As required by FFATA, recipients of Federal awards are required to report sub-award and executive compensation information. By signing this Agreement, CONTRACTOR hereby assures and certifies to comply with the provisions of FFATA, which includes requirements referenced in Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900.
- t. **Air or Water Pollution Violation:** Under State laws, CONTRACTOR shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to any cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of Federal law relating to air or water pollution.

- u. **Clean Air Act and Federal Water Pollution Control Act:** All Agreements between the WDB and CONTRACTOR of Agreements in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

3. STANDARDS OF CONDUCT

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

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

4. COORDINATION

- a. CONTRACTOR will, to the maximum extent feasible, coordinate all programs and activities supported under this part with other core programs under the WIOA, including the WIOA (Adult, Dislocated Worker and Youth

formula programs); Wagner-Peyser Act employment services; Adult Education and Literacy Act programs; Rehabilitation Act Title I programs; Job Corps program, YouthBuild program, Native American programs, Migrant and Seasonal Farmworker programs, and other employment and training programs at the local level. In addition to the core programs, for individuals with multiple needs to access services, CONTRACTOR will, to the maximum extent feasible, coordinate with the following partner programs required to provide access through the America's Job Center of California or One-Stop Career Center: Career and Technical Education (Perkins), Community Development Block Grants, Indian and Native American programs, HUD Employment and Training programs, Local Veterans' Employment Representatives and Disabled Veterans' Outreach program, National Farmworker Jobs program, Senior Community Service Employment program, Temporary Assistance for Needy Families (TANF), Trade Adjustment Assistance programs, and Unemployment Compensation programs.

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

5. SUBCONTRACTING

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

6. RESOLUTION

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

7. FUNDING

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds. The parties hereby enter into this Agreement in advance of confirmation of the availability of funds for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the AGREEMENT was executed after that determination was made.
- b. This AGREEMENT is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State fiscal years covered by this Agreement for the purposes of this program and; (2) sufficient funds are made available to the State by the United States Government for the fiscal years covered by this AGREEMENT for the purposes of the programs described in the scope of services. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- c. At the expiration of the terms of this Agreement or upon termination prior to the expiration of this Agreement, funds not obligated for the purpose of this Agreement will be immediately remitted to the WDB, and shall no longer be available to CONTRACTOR.

- d. The WDB retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing CONTRACTOR is given prompt notice and the opportunity for an informal review of the WDB's decision. The Executive Director of the WDB or his/her designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of CONTRACTOR to comply with the provisions of this Agreement, or with the WIOA or regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.

8. FISCAL ACCOUNTABILITY

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

Wagner-Peyser Act must be included in program income. (WIOA sec.194(7)(B)(iii)) Accordingly, these funds may be retained by CONTRACTOR to underwrite additional training or training related services pursuant to the project or program that generated them, consistent with the purposes of WIOA. When CONTRACTOR ultimately discontinues the provision of all WIOA training and/or services described in this AGREEMENT, program income remaining shall be returned to the WDB.

- k. CONTRACTOR shall make available to the WDB, upon request, a complete and detailed record or cost allocation of any expenses that are, in whole or in part, supported with program funds. This detailed account shall include percentages and total contributions from both WIOA and non-WIOA sources. Shared expenses may include, but are not necessarily limited to the following: staff salaries, facilities, equipment, etc.
- l. Travel expenses when permitted should be made at the agency rate per mile, but the rate cannot exceed the Agreement allowed by the Monterey County travel expense reimbursement policy, located online at: http://www.co.monterey.ca.us/auditor/pdfs/county_travel_business_expense_policy_12-5-12.pdf

9. PAYMENT OF AUTHORIZED EXPENDITURES

- a. Subject to receipt of funds from the State, the WDB agrees to reimburse CONTRACTOR for expenditures authorized in the AGREEMENT budget. Financial reports and invoices are due to the fiscal unit of the WDB by the 15th working day of each month and shall include all obligations, expenditures and accruals incurred during the previous month, unless otherwise specified by the WDB. Late submission of financial reports and invoices are subject to withholding of payment due to non-compliance with CONTRACTOR'S AGREEMENT to submit timely and accurate reports and invoices. The WDB's Fiscal Unit shall pay the certified invoice within forty-five (45) days of receiving the certified invoice. Financial information reported on claims must be directly linked to records maintained by CONTRACTOR which support actual delivery of services as outlined in the existing AGREEMENT between CONTRACTOR and the WDB. The WDB shall be the sole judge of what constitutes adequate supporting documentation.
- b. CONTRACTOR shall be paid in accordance with the AGREEMENT and budget, not to exceed the maximum Agreement specified. Any cost incurred by CONTRACTOR over and above the maximum Agreement obligated by the AGREEMENT and budget shall be at the sole risk and expense of CONTRACTOR.

10. PERFORMANCE ACCOUNTABILITY

- a. CONTRACTOR, commencing as of the date of execution of this AGREEMENT by both parties, shall perform all the functions set forth in the AGREEMENT scope of services. Adequate performance under this AGREEMENT is essential and CONTRACTOR shall measure its performance results against goals and performance standards provided by this AGREEMENT. Measured performance below goals standards will constitute noncompliance with the terms of this AGREEMENT.
- b. It is the responsibility of CONTRACTOR to bring to the attention of the WDB areas of performance which are below goals and standards and, with respect to each such area, prepare a corrective action plan or a statement justifying modification of operational plans. In addition, upon receipt of any monitoring report or other communication identifying areas of concern, a corrective action plan must be submitted to the WDB within the time frame identified in the report. A corrective action plan shall consist of the following:
 - (1) Specific Actions to be taken
 - (2) The objective of each action
 - (3) Completion dates
 - (4) Person(s) responsible
 - (5) Result(s) to be accomplished
- c. CONTRACTOR shall submit all corrective plans to the WDB for written approval. If approved, CONTRACTOR shall keep the WDB aware of progress, on a continuing basis, until the corrective action plan results are accomplished. The WDB reserves the right to require modifications to the corrective action plan, satisfactory to the WDB, in the event of failure by CONTRACTOR to achieve the specified results.

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

11. MAINTENANCE OF EFFORT

CONTRACTOR shall comply with the following maintenance of effort requirements:

- a. CONTRACTOR warrants that participant positions funded through this AGREEMENT are in addition to those that would otherwise be financed by CONTRACTOR without assistance under WIOA.
- b. Participant positions funded through this AGREEMENT shall: (1) result in an increase in employment opportunities over those that would otherwise be available; (2) not result in the displacement of currently employed workers, including partial displacement such as a reduction in hours of non-over time work, wages or employment benefits; (3) not impair existing contracts for service or result in a substitution of Federal funds for other funds in connection with work that would otherwise be performed; (4) not substitute public service and/or work experience positions for existing jobs.

12. AMENDMENTS

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

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

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

13. REPORTING

- a. CONTRACTOR will compile and submit reports of activities, performance and expenditures by the specified dates prescribed by the WDB. All expenditure reports must be submitted upon the accrual basis of accounting. Failure to adhere to the reporting requirements of this AGREEMENT will result in funds not being paid to CONTRACTOR by the WDB.
- b. CONTRACTOR shall submit to the WDB all required reports on a timely basis as delineated by the WDB. CONTRACTOR shall submit written monthly status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken or other reports determined to be necessary by the WDB. These reports are due to the WDB, as requested in writing. CONTRACTOR also shall submit on a timely basis all required AGREEMENT supplemental documents.

14. TERMINATION

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

- a. **Termination for Convenience:** Either the WDB or CONTRACTOR may request a termination, in whole or in part, for convenience. CONTRACTOR will give a ninety (90) calendar day advance notice in writing to the WDB. The WDB will give a ninety (90) calendar day advance notice in writing to CONTRACTOR.
- b. **Termination for Cause:** The WDB may terminate this AGREEMENT, in whole or in part, when it has determined that CONTRACTOR has substantially violated a specific provision of the WIOA regulations, the

Uniform Guidance, or implementing State legislation and corrective action/sanctions or has not been taken, or has failed to meet stated performance outcomes of this contract.

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

Notices to the WDB will be addressed to:
Executive Director
Workforce Development Board (WDB)
1441 Schilling Place, North
Salinas, CA 93901

Notices to CONTRACTOR will be addressed to:
David Spaur
Director
Monterey County Economic Development Department - Office for Employment Training
1441 Schilling Place, North
Salinas, CA 93901

15. RECORDS MAINTENANCE & RETENTION

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

16. AUDITS

- a. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted in accordance with 2 CFR Part 200.514.
- b. CONTRACTOR will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. CONTRACTOR must follow the audit requirements (single audit or program-specific audit requirement) of Uniform Guidance 2 CFR, Part 200 and DOL Exceptions 2 CFR Part 2900.

- c. Auditors performing monitoring or audits of CONTRACTOR will immediately report to the WDB any incidents of fraud, abuse or other criminal activity in relation to this AGREEMENT, the WIOA or its regulations.

17. DISALLOWED COSTS

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

18. CONFLICTS

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

19. PROPERTY

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

occurred in another jurisdiction, in which case CONTRACTOR shall report it to the law enforcement authorities with that jurisdiction and CONTRACTOR shall provide a copy of the law enforcement report to the WDB.

20. CONFIDENTIALITY REQUIREMENTS

The WDB and CONTRACTOR will exchange various kinds of information pursuant to this AGREEMENT. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the County of Monterey, State of California EDD, California Department of Social Services, California Department of Education, California Department of Corrections and Rehabilitation, County Welfare Department(s), County IV-D Directors Office of Child Support, Office of the District Attorney, California Department of Mental Health, California Office of Community Colleges and Department of Alcohol and Drug Programs.

The WDB and CONTRACTOR agree that:

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

immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If CONTRACTOR learns of a breach in the security of the system which contains confidential data obtained under this AGREEMENT, then CONTRACTOR must provide notification to individuals pursuant to Civil Code Section 1798.82.

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

CONTRACTOR and/or subCONTRACTOR(s) services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in CONTRACTOR and subCONTRACTOR(s) AGREEMENT scope of services.

- (3) CONTRACTOR must give an America's Job Center of California (Job Center) or One-Stop Career Center (One-Stop) client the option to use the Job Center or One-Stop services, including CalJOBS, even if he or she chooses not to use any services of CONTRACTOR and/or subCONTRACTOR(s). This option shall be prominently, clearly, and immediately communicated to the client upon registration within the Job Center or One-Stop for the CalJOBS system. This obligation applies even if CONTRACTOR's and/or subCONTRACTOR's resume-distribution services, or any other services are offered to the client.
 - (4) CONTRACTOR and/or subCONTRACTOR(s) must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services CONTRACTOR and/or subCONTRACTOR(s) offers. CONTRACTOR and/or subCONTRACTOR(s) shall not use a client's personal and/or demographic information without the client's prior permission. A link to CONTRACTOR and/or subCONTRACTOR(s) privacy policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.
 - (5) When the WDB modifies State automated systems such as the CalJOBS or it shall provide reasonable notice of such changes to CONTRACTOR and/or subCONTRACTOR(s). CONTRACTOR shall be responsible to communicate such changes to its subCONTRACTOR(s) in the local area.
- n. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation.

List of Active Pending WDB Policies

As of October 9, 2015

EXHIBIT H

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

List of Active Pending WDB Policies

As of October 9, 2015

EXHIBIT H

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