COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION
1488 SCHILLING PLACE
SALINAS, CA 93901
(831) 755-4990

REQUEST FOR PROPOSALS

RFP# 10998

For

COUNTY OF MONTEREY WORKFORCE DEVELOPMENT BOARD, YOUTH WORKFORCE-RELATED SERVICES

Proposals are due by 3:00 pm (PST) on
Thursday, September 24, 2026

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SOLICITATION DETAILS SECTION

1.0 INTENT

The intent of this Request for Proposal (RFP) is to solicit proposals from qualified Contractors to provide youth-related services for the COUNTY OF MONTEREY Workforce Development Board (WDB). The WDB seeks proposals from experienced organizations interested in providing workforce-related services and support to out-of-school (OS) youth in Monterey County. The provision of these services is to be funded under Title I of the Workforce Innovation and Opportunity Act (WIOA), 29 U.S.C. section 3101 et seq.

2.0 BACKGROUND/INFORMATION

2.1 The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014. The intent of the WIOA legislation is to arm workers with the skills necessary to meet business needs and to provide business with access to the talent pool necessary to compete in local, regional, and global economies. This is achieved by assisting workers, including those with barriers to employment, with access to employment, education, job-driven training, and support services.

WIOA also emphasizes improving services to business, enhancing program coordination and streamlining service delivery, utilizing new technology, increasing the flexibility of governance, and increasing accountability and transparency. Additionally, WIOA requires: quality training leading to industry-recognized credentials; earn and learn approaches that encourage the coordination of work and learning; regional planning and service coordination; and implementation of sector-based strategies and career pathways.

Additional information on WIOA may be found at:
https://www.gpo.gov/fdsys/pkg/PLAW-113publ128/pdf/PLAW-113publ128.pdf.

2.2 This Request for Proposal will establish the necessary workforce-related services and support for out-of-school youth within Monterey County. This RFP shall solicit proposals for unique and innovative services that link youth to careers in the COUNTY OF MONTEREY WDB's priority sectors: Construction; Finance, Insurance, and Real Estate; Advanced Manufacturing; Agriculture; Healthcare and Social Assistance; Hospitality & Tourism; Transportation & Logistics; and other key sectors identified by the COUNTY OF MONTEREY WDB. Proposals shall reflect a customer-centered design that looks first at what customers need and then, using cultural competencies, establishes an appropriate menu of services to meet those needs. This approach will build the capacity of the workforce system to better serve employers who need skilled workers and to design more personalized services to help youth job seekers gain necessary skills and well-paying jobs.

2.3 An agreement executed based on this RFP process will be a combination cost reimbursement and performance-based contract. Final contracts will be subject to any changes in the legislation, regulations or policies promulgated by the funding source. The

WDB reserves the right to vary or change the terms of any contract executed as a result of this RFP, including funding levels, the scope of work, performance standards, referral sources and shortening or extending the contract period, as it deems necessary in the interest of the WDB and its programs, pending availability of funds.

2.4 YOUTH PROGRAM SERVICE TRACKS

The WDB's Youth program is structured around two primary service delivery models: Cadre programs and Mainstream services. The Cadre programs provide young adults with the opportunity to earn wages while gaining hands-on work experience in targeted industry sectors. Through participation in meaningful projects that address critical community needs, youth develop practical skills, build professional resumes, and gain valuable work-based learning experience. Cadre participants strengthen key employability competencies, including teamwork, communication, leadership, problem-solving, and professionalism, while benefiting from a supportive peer network that promotes collaboration, career exploration, and expanded professional connections. The Mainstream services track provides individualized career and educational services designed to support young adults in achieving training and employment goals. Services may include career counseling, case management, work-based learning opportunities, occupational skills training, supportive services, and direct job placement assistance.

The WDB currently offers the following Cadre pathways:

- Tech Cadre – Prepares young adults for careers in technology-related fields, including social media, digital communications, and advanced manufacturing.
- Hospitality Cadre – Provides young adults with foundational skills and work experience aligned with careers in the hospitality, tourism, and customer service sectors.
- Green Cadre – Engages young adults in projects and activities focused on environmental sustainability, climate resilience, conservation, and addressing food insecurity; and
- Health Cadre – Prepares young adults for careers within the healthcare industry through exposure to healthcare occupations, industry-recognized training opportunities, and workforce readiness activities.

Monterey County is seeing a rise in disconnected and disenfranchised youth, primarily between the ages of 18 and 24. The WDB seeks Contractors to help WIOA youth reconnect with their communities through service projects. To make community service genuinely engaging and transformative, the projects should emphasize skill-building, tangible compensation or value, peer leadership, and direct community impact. The core principles for program design are (1) prioritize paid or incentive-based service, and (2) focus on career and life skills integration. Project examples may include Urban Agriculture and Food Sovereignty, Neighborhood Revitalization, Youth Advocacy and Public Sector Leadership Development. Community service projects for young adults ages 18 to 24 who are at risk require a distinct approach compared to projects for younger teens. At this developmental stage, participants are navigating the transition to adulthood, often balancing housing stability, employment needs, and personal autonomy.

2.5 PROGRAM LOCATIONS

The WDB intends to select two Youth services providers to offer services in Monterey County and seeks proposals for services to be provided in (a) the Monterey peninsula and northern portion of Monterey County (Supervisor Districts 2, 4 and 5) at the WDB's Seaside and Marina satellite service facilities, or (b) the southern portion of Monterey County (Supervisor Districts 1 and 3) at the America's Job Center of California (AJCC), in Salinas. Bidders shall provide only one proposal in response to this RFP and shall select one of these two locations as their preferred location to provide services.

The entity with the highest scoring proposal will provide services in its preferred location. The second-highest scoring proposer will have the option of serving the remaining location, but if the proposer is not interested in serving that location, the third-highest scoring proposer would then have the option to serve that location, or the WDB may issue a new solicitation or take any other action which it deems to be in its best interests.

Service Sites	Address	Phone	Hours of Operation
Salinas Comprehensive AJCC	344 Salinas Street, Salinas, CA 93901	(831) 796-3600	Monday – Friday 8 a.m. to 6 p.m.
Marina Satellite AJCC	Monterey Peninsula College Education Center, 298 12th Street, Marina 93933		To be determined.
Seaside Satellite AJCC	Monterey Adult School 1295 La Salle Avenue, Seaside, CA 93955	(831) 356-8186	Monday – Thursday 10 a.m. to 7 p.m. Friday 9 a.m. to 6 p.m. Evening hours TBA

2.6 FUNDING

Funds for this RFP are provided to the COUNTY OF MONTEREY WDB by the U.S. Department of Labor (DOL) via the State of California, under the auspices of the California Workforce Development Board, pursuant to WIOA, Title I. Respondents should be aware that services funded under contracts awarded through this RFP are subject to any modifications required by WIOA and implementing regulations, the Governor of the State of California and/or the California Workforce Development Board, the COUNTY OF MONTEREY WDB, and COUNTY OF MONTEREY WDB policies and procedures.

The Contractor selected to perform these services will receive a WIOA subrecipient agreement. A WIOA subrecipient is similar to a contractor; however, subrecipients are entities receiving WIOA funding who have responsibility for programmatic decision-making, adhere to applicable Federal program requirements, and implement the program for a public purpose as specified in the authorizing statute, as opposed to providing goods or services for the benefit of the WDB.

Each of the two selected Contractors is anticipated to receive up to $350,000 to serve 50 youth between January 1, 2027, and June 30, 2027. This amount does not include work experience, supportive services, or occupational skills training; is subject to change based on fluctuations in the annual allocation; and should be used as an estimate.

The actual 2026-27 allocations for work experience, supportive services, and occupational skills training will be determined at the June 2026 WDB meeting and will be based on the actual 2026-27 DOL/EDD Youth allocation and available funding. It is expected that 60% of the allocated funding will support the Cadre programs described above in Section 2.4, and the remaining 40% will support Mainstream services.

Youth work experience funding must provide work experiences for participants, such as year-round employment, pre-apprenticeships, on-the-job training, internships and job shadowing.

The selected Contractors will be required to achieve certain performance-based outcomes (PBO) during the program year, with a portion of the total agreement amount to be held back pending the achievement of these outcomes. The budget prepared in response to this RFP should assume a 10% holdback and should represent this amount as a line item in the budget. However, bidders should be aware that the WDB has previously mandated a holdback of up to 15% of the total agreement amount.

2.7 ELIGIBLE BIDDERS

Proposals will be accepted from qualified Contractors capable of successfully operating a WIOA Youth Program in accordance with the requirements of the Workforce Innovation and Innovation Act.

Eligible Contractors include private and public entities, secondary or post-secondary education institutions, faith-based organizations, for-profit and not-for-profit agencies, Community Based Organizations (CBOs), Government or Public Agencies, or other legally established entities.

Bidders must have the administrative and fiscal capacity to successfully provide the services identified in this RFP. Ideally, bidders will have at least three (3) years of experience providing similar workforce services to similar populations.

2.8 WIOA CONFLICT OF INTEREST AND FIREWALL REQUIREMENTS

WIOA permits the same entity to be a provider of WIOA services in the local One-Stop system and to be the One Stop Operator (OSO) simultaneously. (20 C.F.R. section 678.625). However, an entity performing the role of OSO may not perform specified functions, including performing oversight of itself as a service provider. (20 C.F.R. section 678.620(b).) As specified by 20 C.F.R. section 678.620(c), entities that perform the role of OSO and that also provide WIOA services must implement firewalls and conflict of interest policies and procedures that conform to the specifications set forth in 20 C.F.R. section 679.430.

Accordingly, if the COUNTY OF MONTEREY WDB's current OSO should wish to respond to this RFP, the OSO must demonstrate in its proposal that it already has or can establish internal controls and policies and procedures that prevent conflict of interest, including compliance with the WIOA requirement that the OSO not perform oversight of itself as a provider. The OSO's proposal must articulate how its firewalls, internal controls and conflict of interest policies and procedures conform to the specifications of 20 C.F.R. section 679.430.

3.0 CALENDAR OF EVENTS

3.1	Issue RFP	Thursday, August 6, 2026
3.2	Pre-Proposal Conference	Thursday, August 20, 2026
3.3	Deadline for Written Questions	3:00 p.m., PST, Thursday, August 27, 2026
3.4	Proposal Submittal Deadline	3:00 p.m., PST, Thursday, September 24, 2026
3.5	Panel Review and Rating Completed	Friday, October 9, 2026
3.6	Workforce Development Board Approval	Thursday, October 22, 2026
3.7	Agreement Negotiations	December 1 – December 15, 2026
3.8	Agreement Date	January 1, 2026

This schedule is subject to change as necessary.

3.10 During the response period, questions or comments may be submitted via email to the COUNTY OF MONTEREY WDB Point of Contact identified in Section 4.0. All submitted questions must be received by the COUNTY OF MONTEREY WDB before the Written Question Deadline identified in Section 3.3. Potential Contractors may not contact any COUNTY OF MONTEREY employees or COUNTY OF MONTEREY WDB members or staff about this RFP during the solicitation and evaluation process. Inappropriate contacts are grounds for disqualification.

Questions will be answered in the order in which they are received. Responses will be provided in writing only. The COUNTY OF MONTEREY WDB will not provide individual assistance regarding a Contractor's individual program design. The full set of Questions and Answers (Q&A) will be made available online by written addendum at:

http://www.co.monterey.ca.us/government/departments-a-h/administrative- office/contracts-purchasing/solicitation-center

Prospective Contractors should periodically check the website listed above for modifications to the bid documents or Q&As relating to this RFP.

3.11 **PRE-PROPOSAL MEETING:** A pre-proposal meeting will be held via Zoom on **Thursday, August 20, 2026, at 9:00a.m.** Pacific Standard Time. It is recommended that those interested in submitting a proposal attend this meeting.

3.12 The purpose of this meeting is to answer questions. No presentations are required or permitted at this meeting.

3.13 Please indicate your intent to attend this meeting by sending a response to the COUNTY

OF MONTEREY WDB's Primary Contact person designated in the section below.

FUTURE ADDENDA: Contractors who received notification of this solicitation by means other than through a COUNTY OF MONTEREY WDB mailing shall contact the person designated as the POINT OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS THE CONTRACTORS' SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ALL ADDENDA FOR THIS RFP** by either informing the COUNTY OF MONTEREY WDB of their mailing information or by regularly checking the COUNTY OF MONTEREY Solicitation Center web page at http://www.co.monterey.ca.us/government/departments-a-h/administrative-office/contracts-purchasing/solicitation-center.

3.14 Addenda will be posted on the website the day they are released.

4.0 COUNTY OF MONTEREY WDB POINT OF CONTACT

4.1 Questions and correspondence regarding this solicitation shall be directed to:
Primary Contact for the COUNTY OF MONTEREY WDB:

Susana Macias
Deputy Contracts & Procurement Officer II
1488 Schilling Place, Salinas, CA 93901
PHONE: (831) 755-4921
FAX: (831) 755-4969
Email: MaciasSE@countyofmonterey.gov

4.2 All questions regarding this solicitation shall be submitted in writing (E-mail or FAX is acceptable). The questions will be researched, and the answers will be communicated to all known interested Contractors after the deadline for receipt of questions.

4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS herein**. Questions submitted after the deadline will not be answered.

4.4 Only answers to questions communicated by formal written addenda will be binding.

4.5 Prospective Contractors shall not contact County officers or employees, or COUNTY OF MONTEREY WDB members or staff, with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the Contractor.**

5.0 SCOPE OF WORK

5.1 The purpose of this RFP is to identify two experienced and qualified organizations to act as the WIOA Youth Program Operators in Monterey County, serving Out-of-School (OS) youth, ages 18 to 24, who face barriers to education, training, and employment.

5.2 The selected Contractors will be responsible for: (a) providing workforce services and support to OS youth in the community and (b) fulfilling the purpose and intent of the WIOA.

5.3 All programs must be compliant with WIOA regulations, local standardized system policies, and operational directives and must be responsive to local labor market demands.

5.4 Successful programs will drive measurable outcomes, provide a quality customer experience, and operate with maximum cost efficiency and effectiveness.

5.5 All Contractors should read WDB Policy 2018-08, "WIOA Youth Program Requirements." Because this policy applies to all WDB WIOA Youth Service Providers and recipients of WIOA youth funds, the information should be incorporated into proposed service delivery strategies. The policy is located at: Updated-2018-08_WIOA-Youth-Program-Requirements.pdf.

5.6 The following section outlines the WIOA definition of OS youth, but is not a substitute for reading WDB Policy 2018-08 for more detail on eligibility criteria.

5.7 The successful Contractor will have the ability to design and develop effective community service and/or service-learning projects for WIOA youth between the ages of 18 and 24 in Monterey County.

5.8 The successful Contractor shall provide services in collaboration with other WIOA workforce system partners to ensure that clients can access the full range of necessary services.

5.9 The successful Contractor shall meet regularly (no less than monthly) with WDB staff, other AJCC client services staff, and the One Stop Operator to ensure that continuous quality improvement (CQI) and the AJCC Certification requirements are met at each of the comprehensive AJCCs and satellite sites, as detailed in the Workforce Services Directive WSD20-08, AJCC Comprehensive and Affiliate/Specialized Certification: AJCC Comprehensive and Specialized Certification - Directive Template.docx.

5.9.1 Contractor will be responsible for providing direct services to WIOA-enrolled youth, and for providing staff to work in the AJCC or satellite site(s) as part of a functionally integrated service delivery model.

5.9.1.1 Contractor shall work with the One Stop Operator to ensure that the AJCC is customer centered and business friendly, and to continuously improve service delivery.

5.10 TARGET POPULATION

5.10.1 To be eligible to participate in the program, an individual shall, at the time of the eligibility determination, be an OS youth, as defined below:

5.10.2 WIOA Eligible Out-of-School (OS) Youth:
An individual between the ages of 16 and 24 who is not attending any secondary or

post-secondary school and meets at least one of the following criteria:

5.10.2.1 School dropout
5.10.2.2 Within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter
5.10.2.3 Recipient of a secondary school diploma or its recognized equivalent who is low-income and is:
5.10.2.3.1 Basic Skills Deficient; or
5.10.2.3.2 An English Learner
5.10.2.4 Subject to the juvenile or adult justice system
5.10.2.5 Homeless, a runaway, in foster care or has aged out of the foster care system, a child eligible for public assistance, or in an out of-home placement
5.10.2.6 Pregnant or parenting
5.10.2.7 An individual with a disability
5.10.2.8 A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment

5.10.3 Individuals enrolled in the following programs would be considered OS youth for eligibility purposes:

5.10.3.1 WIOA Title II Adult Education, YouthBuild, or Job Corps
5.10.3.2 A charter school program that provides instruction exclusively in partnership with WIOA, federally-funded Youth Build programs, federal Job Corps training or instruction, or California Conservation Corps or a state certified local conservation corps

5.10.4 Adult Education definition – academic instruction and education services below the post-secondary level that increases an individual's ability to read, write, and speak in English and perform mathematics or other activities necessary for the attainment of a secondary school diploma or its recognized equivalent; to transition to post-secondary education and training; and to obtain employment.

5.10.5 School dropout definition – an individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent. This term does not include individuals who dropped out of post-secondary school.

5.10.6 Alternative school definition – an alternative school is a type of school designed to achieve grade-level (K-12) standards and meet student needs. Examples of alternative schools include, but are not limited to, continuation, magnet, and charter schools. If the youth participant is attending an alternative school at the time of enrollment, the participant is in-school.

5.10.7 A youth participant's eligibility is determined at intake; therefore, the youth remains eligible for youth services until exited. For example, an individual who is an OS youth at time of enrollment and is subsequently placed in a GED program at an adult school, or any school, is still considered an OS youth. Additionally, an individual who is an OS youth and is between the ages of 16-24 at the time of enrollment, and is now beyond the age of 24, is still considered an OS youth until exited.

5.10.8 Should the Contractor be contacted by in-school youth who cannot be served by contracts funded under this RFP, it will be expected to make appropriate referrals to other service providers who provide services to in-school youth.

5.10.9 For citations and further guidance and definitions, Contractors should refer to the following resources:

5.10.9.1 Department of Labor's Employment and Training Administration Training and Employment Guidance Letter 8-15: TRAINING AND EMPLOYMENT GUIDANCE LETTER No. 08-15 | U.S. Department of Labor

5.10.9.2 California Employment Development Department Directive WSD 17-07: http://www.edd.ca.gov/Jobs_and_Training/pubs/wsd17-07.pdf.

5.11 SERVICE DELIVERY

5.11.1 At a minimum, youth programs should include the following program design elements:

5.11.1.1 Outreach
5.11.1.2 Recruitment
5.11.1.3 Intake:
- 5.11.1.3.1 Assure WIOA enrollment readiness
- 5.11.1.3.2 Prepare all eligibility documentation

5.11.1.4 Assessment:
- 5.11.1.4.1 Assess each applicant's initial skills level using the WorkKeys appraisal test

5.11.1.5 Develop Individual Service Strategy (ISS) for each enrolled participant:
- 5.11.1.5.1 Include goals and planned activities to attain those goals

5.11.1.6 Job Sourcing:
- 5.11.1.6.1 Utilize employer linkages and partnerships to identify internship and work experience opportunities in all priority sectors

5.11.1.7 Referrals:
- 5.11.1.7.1 Identify areas of participant need apart from WIOA services and refer participant to appropriate agencies to address those needs

5.11.1.8 Basic Skills Remediation
- 5.11.1.8.1 Provide literacy and numeracy remediation to basic skills deficient clients

5.11.1.9 Work Readiness Training
- 5.11.1.9.1 Soft skills, such as resume writing and interview techniques
- 5.11.1.9.2 Computer literacy
- 5.11.1.9.3 Financial literacy

5.11.1.10 Referrals to training
- 5.11.1.10.1 Job Skills Workshops
- 5.11.1.10.2 Career Technical Training

5.11.1.11 Coordination with the providers of WIOA Adults services to identify opportunities for co-enrollment to ensure participants have every opportunity for training.
- 5.11.1.11.1 Follow Up Services

- Provide documented follow up services for a minimum of 12 months

5.11.2 Please note that the work readiness training described in section 5.10.1.9 above can be provided by the Contractor or third-party training providers.

5.11.3 Job sourcing is important in helping to place participants in work experience activities and in subsidized and unsubsidized employment. Bidders must describe how they will conduct outreach to employers, particularly in priority sectors, and how they will do so in coordination with the WDB.

Employer relationships are important to ensure many opportunities for youth to gain work experience. At least twenty (20) percent of local Youth formula funds must be used for work experiences, year-round employment, pre-apprenticeship, on-the-job training, internships, and job shadowing.

5.11.4 Services will be provided to youth that are residents of the COUNTY OF MONTEREY WDB service delivery area. All services will focus on the COUNTY OF MONTEREY WDB's priority occupations and/or priority sectors (see Section 5.11.1). Contractor will be responsible for developing training programs, or working with existing training providers that currently offer training programs to the priority sectors, utilizing labor market data and input from priority sector employers.

5.11.5 The service delivery strategy must minimize the number of participants carried over to the following program year. Should a Contractor be selected who is not currently under contract to serve WIOA OS youth, they will be required to assume responsibility for participants carried over from Program Year 2025-26 to 2026-27, if any participants require continued services under program requirements.

5.11.6 At a minimum, the following WIOA program elements must be made available to participants, either through direct service provision or referral to partner organizations:

5.11.6.1 Tutoring and drop-out prevention;
5.11.6.2 Alternative secondary school services;
5.11.6.3 Paid and unpaid work experiences;
5.11.6.4 Occupational skill training;
5.11.6.5 Education offered concurrently with workforce preparation activities;
5.11.6.6 Leadership development opportunities;
5.11.6.7 Supportive services;
5.11.6.8 Adult mentoring;
5.11.6.9 Follow-up services, for at least twelve (12) months after the completion of participation;
5.11.6.10 Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling;
5.11.6.11 Financial literacy education;
5.11.6.12 Entrepreneurial skills training;
5.11.6.13 Services that provide labor market and employment information; and
5.11.6.14 Activities that help youth prepare for and transition to post-secondary education and training.

5.11.7 For further detail on the above required WIOA program elements, please refer to the Department of Labor's Employment and Training Administration Training and Employment Guidance Letter 8-15:
https://wdr.doleta.gov/directives/attach/TEGL/TEGL_08-15.pdf.

5.12 DESIGNATED INDUSTRY SECTORS

5.12.1 The COUNTY OF MONTEREY WDB is focused on the following industry sectors which are an important part of the local and regional economy: Advanced Manufacturing; Healthcare & Social Assistance; Finance, Insurance, & Real Estate; Transportation & Logistics; Hospitality & Tourism; Agriculture; and Construction.

5.12.2 The industry sector approach offers a framework to understand employment opportunities, to engage employers, and to develop career pathways and training opportunities that are consistent with the needs of the local workforce area of Monterey County.

5.12.3 Sector strategies will be developed to support Monterey County's designated industry sectors and to educate and connect youth and jobseekers to employment within these sectors. Contractor will be required to ensure connectivity to these designated industry sectors. As described in Section 5.10: Service Delivery, Contractor will be responsible for developing training programs, or working with existing training providers that currently offer training programs, for jobs in priority sectors, utilizing labor market data and input from sector employers.

5.12.4 More information on these priority sectors (formerly called industry clusters) as well as the local strategic plan and labor market analyses and reports can be found on the COUNTY OF MONTEREY WDB website.

5.13 PERFORMANCE INDICATORS AND GOALS

5.13.1 Annual performance goals will be established before the start of the program year and will be monitored on a quarterly, or as needed, basis. A minimum of 50 participants must be enrolled and served by each of the two selected Youth services Contractors for the six-month period from January 1, 2027 through June 30, 2027. Goals will be set in each of the following categories:

5.13.1.1 Youth Employment Rate (2nd Quarter after exit): The percentage of program participants who are in unsubsidized employment during the second quarter after exiting from the program.
5.13.1.2 Youth Employment Rate (4th Quarter after exit): The percentage of program participants who are in unsubsidized employment during the fourth quarter after exiting from the program.
5.13.1.3 Median Earnings: The median earnings of program participants who are in unsubsidized employment during the second quarter after exiting from the program.
5.13.1.4 Youth Credential Attainment: The percentage of program participants who obtain a recognized postsecondary credential or a secondary school diploma or its recognized equivalent during participation in the program or within one (1) year after exiting from the program.

Please note that the State of California Employment Development Department Draft Directive, WSD19-03, released on August 28, 2019, states that the following credentials/certificates are **not** recognized postsecondary credentials: OSHA 10; Microsoft Office, Customer Service, and General Office; National Career Readiness Certification; National Retail Federation Credentials; ServSafe Food Handler's Certification; and CPR Certification.

5.13.1.5 Measurable Skill Gains: 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.

5.13.1.6 Business Services: Performance indicator(s) will be established to measure the effectiveness of the program in serving employers.

5.13.2 As a point of reference, the goals established by the State for the COUNTY OF MONTEREY WDB in Program Year 2026-27 are as follows:

Youth Performance Goals	**2026-27**	**2027-28**
Employment Rate 2nd Quarter After Exit	70.6%	Goal to be negotiated
Employment Rate 4th Quarter After Exit	71.0%	Goal to be negotiated
Median Earnings	$3,800	Goal to be negotiated
Credential Attainment within 4 Quarters After Exit	57.7%	Goal to be negotiated
Measurable Skill Gains	52.0%	Goal to be negotiated
Business Services	Goal to be negotiated	Goal to be negotiated

5.13.3 The 2026-27 goals are provided as a reference only. Goals will be revisited and renegotiated annually and are dependent upon goals that the COUNTY OF MONTEREY WDB negotiates with the State.

5.13.4 The State of California and/or the COUNTY OF MONTEREY WDB may develop additional performance indicators and establish goals for the Contractor beyond those listed above. The COUNTY OF MONTEREY WDB may set goals for the number of individuals enrolled, served, trained, and/or placed (in addition to State-negotiated goals) to ensure a strong return on investment and adequate levels of service and outcomes for the community.

5.14 MANAGEMENT AND REPORTING

5.14.1 Contractor will meet at least monthly with COUNTY OF MONTEREY 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 the contract. Contractor will utilize any COUNTY OF MONTEREY WDB-prescribed reporting tools and will ensure timely data entry in the appropriate database(s).

5.14.2 If the Contractor is not meeting expected performance outcomes, WDB staff may request corrective actions, impose corrective action plans and/or conduct additional monitoring.

5.14.3 Regional collaboration and reporting will be required under WIOA. The WDB, together with the workforce development boards of Santa Cruz and San Benito counties, constitute the "North Central Coast Regional Planning Unit," established by the State of California for regional delivery of workforce development services. The Contractor will be required to participate in regional workforce development work. The level of participation and roles that they will play will be determined by the WDB.

5.14.4 Any Contractor awarded a contract as a result of this RFP will be required to report its monthly performance in a manner established by the WDB that clearly compares monthly and accrued performance goals versus actual, achieved-to-date, monthly and accrued outcomes. In its monthly reports, Contractor will provide information on employment outcomes that is verifiable at the time of reporting and supported by documentation (e.g., pay stubs, offer letter, employment verification letter). The contract will establish the authority of the WDB to declare fiscal and administrative probation status, including the possibility of disallowed costs, for Contractors not providing monthly performance reports and/or not completing other program status reports.

5.14.5 If, as a result of local WDB or State monitoring findings, a Contractor has received a request for corrective action and/or a corrective action plan and/or a request for repayment of disallowed costs from a funding source within the last three (3) years, the Contractor shall provide, as part of its proposal, details sufficient to explain why the corrective action and/or repayment was requested by the funding source and, for corrective actions, what strategy or strategies were provided by the Contractor as part of the corrective action plan(s) to address the reason(s) that the corrective action was requested or imposed, and whether the corrective action plan was implemented by the Contractor and/or the matter resolved to the satisfaction of the funding source.

If the Contractor has received a request for corrective action and/or a corrective action plan and/or a request for payment of disallowed costs within the last three (3) years that is not addressed in the Contractor's proposal, the Contractor may be terminated at a later date.

5.14.6 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, the media, and other interested stakeholders. Contractor will be expected to support reporting requests as needed. Contractor will respond to reporting requests made by the WDB and its staff in a prompt and timely manner.

5.15 BRANDING:

5.15.1 WIOA-funded programs will follow federal, state, and WDB branding guidelines. Contractor will not use its brand or promote its own organization. Contractor will follow the policy directives on mandatory use of staff uniforms, outreach materials, and communication guidelines developed by the WDB.

5.16 PARTNERSHIPS AND REFERRALS:

5.16.1 The two Contractors selected through this RFP will work in partnership to assist the WDB to provide opportunities to youth through the development and implementation of the WDB's Monterey Cadre initiative, an innovative leadership program for WIOA-eligible young adults ages 18 to 24 that lays the foundation for informed citizenship and develops the capacity to inspire and mobilize others.

5.16.2 The two selected Contractors will form partnerships with employers and other service providers to provide OJT opportunities to eligible Youth clients and will perform all associated duties except OJT program monitoring and wage reimbursements, which are provided by the WDB.

5.16.3 The two Contractors selected through this RFP will work closely in partnership with the WDB staff and other service providers to provide business engagement activities and unique job postings.

5.16.4 The two selected Contractors shall work closely in partnership with WDB staff, other service provider staff, and the One Stop Operator to support the implementation of a CQI program to focus on the continuous quality improvement of common functions performed within the AJCCs.

5.16.4.1 As part of the WDB's ongoing CQI program, all WIOA Title 1 staff are required to have a minimum of 45 hours per year of WIOA University training to be assigned by the WDB.

5.16.5 Youth Program Operators are mandated partners in the WIOA One Stop service delivery system. As such, Contractor will be part of a continuum of services and must work in collaboration with other WIOA-required partners as well as other local entities that carry out workforce development activities.

5.16.6 The COUNTY OF MONTEREY WDB has entered a Memorandum of Understanding (MOU) with each required WIOA system partner. Bidder agrees, by submitting a response to this RFP, to the terms of that MOU. The MOU includes:

5.16.6.1 The services that will be provided through the workforce system, including the way the services will be coordinated and delivered.
5.16.6.2 Methods of referral between the System Partners.
5.16.6.3 Methods to ensure the needs of system customers will be met, including workers, youth, individuals with barriers to employment, and individuals with disabilities.
5.16.6.4 Cost sharing among WIOA system partners.

5.16.7 The MOU is available for review at the following link: Local/Regional Plan | Monterey County Works.
Contractor shall sign the MOU and shall comply with the terms of the MOU and the responsibilities required of the Youth Program Operator. Contractor shall develop or maintain appropriate referral mechanisms to ensure that youth participants can access the services that they require to support their success.

5.16.8 Contractor shall also execute a contract that specifies Contractor's duties, performance requirements, and responsibilities attendant to delivery of youth services, as described in this RFP. A sample of the contract is attached as Appendix D. Submission of a signed bid/proposal will be interpreted to mean the Contractor has agreed to the terms and conditions set forth in the pages of this solicitation and to the provisions included in the sample contract, Appendix D. The WDB reserves the right to change the terms of the sample contract as necessary to ensure WIOA compliance and to the further the interests of its Youth program. The WDB may but is not required to consider language proposed by a Contractor. Any such submission shall be set forth in the Contractor's proposal.

5.16.9 Contractor shall execute this Youth services contract no later than December 15, 2026, as specified in the Calendar of Events, Section 3.0 of this RFP, for a term of January 1, 2027, through June 30, 2027.

6.0 CONTRACT TERM

6.1 The WDB shall have the right to renew the Contract without further solicitation of bids for three (3) additional three (3) year terms, for 2027-28, 2028-29, and 2029-30, with thirty (30) days written notice to the Contractor before the expiration of the initial term or the current renewal term of the Agreement.

6.2 A renewal determination will be made by the WDB contingent upon the satisfactory achievement of agreed upon performance measures and availability of funding.

6.3 In the event the WDB exercises its right of renewal, all terms and conditions, requirements and specifications of the Contract shall remain the same and apply during the renewal terms. The Contract awarded pursuant to this RFP will not automatically renew.

7.0 PROPOSAL PACKAGE REQUIREMENTS

7.1 CONTENT AND LAYOUT:

7.1.1 Contractor should provide the information as requested and as applicable to the proposed services. The proposal package shall be organized as per the table below; headings and section numbering utilized in the proposal package shall be the same as those identified in the table. Proposal packages shall include at a minimum, but not limited to, the following information in the format indicated:

Proposal Package Layout: Organize and Number Sections as Follows:	
Section 1	COVER PAGE (INCLUDING CONTACT INFO)
	SIGNATURE PAGE
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	PROPOSAL CHECKLIST/TABLE OF CONTENTS: Appendix B
Section 2	ORGANIZATIONAL CAPACITY AND STRUCTURE
Section 3	EXPERIENCE AND DEMONSTRATED ABILITY
Section 4	PROGRAM DESIGN AND APPROACH
Section 5	PROGRAM BUDGET FORM: Appendix C
Section 6	BUDGET NARRATIVE
Section 7	FINANCIAL STATEMENT/AUDIT
Section 8	EXCEPTIONS

Section 1 Requirements:

Cover Page: Appendix A: A cover letter must accompany all proposals, not exceeding two pages, and should describe the Contractor and contact information as follows:

Contact Info: The name, address, telephone number, email address, and fax number of Contractor's primary contact person during the solicitation process through to potential contract award.

Contractor Info: Description of the type of organization (e.g., corporation) the Contractor is and how many years Contractor has been in existence.

Signed Signature Page and Signed Addenda (if any addenda were released for this solicitation). Proposals submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent and must be initialed in BLUE ink by the person signing the proposal.

Proposal Checklist/Table of Contents: Complete and include the Checklist and Table of Contents (Appendix B).

Section 2. Organizational Capacity and Structure:

Describe your organization's capacity to carry out your proposed program design while meeting all other contractual requirements described in the Scope of Work (Section 5). Explain how your organization's leadership will achieve negotiated program goals and troubleshoot any areas of concern (e.g., underperformance, staff turn-over, under/overspending).

Describe your organizational structure, specifically as it relates to your ability to provide cost effective, high-quality services to youth. Include an organizational chart and job descriptions and/or resumes of the persons who will deliver services pursuant to this Request for Proposal.

If the WDB's current OSO should wish to provide a proposal in response to this RFP, the OSO must demonstrate in its proposal that it already has or can establish internal controls and policies and procedures that prevent conflict of interest. The OSO's proposal must describe how its organization would establish the conflict-of-interest policies required by WIOA generally, and must articulate how its implementation of firewalls, internal controls and conflict of interest policies and procedures ensure compliance with the WIOA requirement that the OSO not perform oversight of itself in its role as a service provider.

Section 3, Experience, and Demonstrated Ability:

Describe your organization's experience providing services like those required in the Scope of Work. Specify any experience managing workforce development or youth programs, including working with state and/or federal regulations. It is preferable that Contractors have a minimum of three years of experience operating a WIA/WIOA youth program and/or providing any of the following related services: employment, job training, youth development, designing effective and engaging community service and/or service-learning projects, supportive services for at-risk youth, and/or social services. Include a detailed account of past outcomes achieved and describe your organization's record of accomplishment for meeting and exceeding performance goals.

Although it is highly desirable for Contractors to have WIOA or WIA experience, it is anticipated that some Contractors without prior experience in providing WIOA or WIA Youth services will submit proposals. These Contractors will be required to submit at least three letters of reference from funding sources for which the Contractor has previously operated similar programs. Reference letters shall clearly indicate (1) the performance requirements of the funding source, and (2) the degree to which the proposing entity met those requirements. Proposals from Contractors without prior WIOA or WIA experience that do not include three letters of reference with the required information for each agency without WIA or WIOA experience will be disqualified.

Any Contractor that has received a request for corrective action and/or received a corrective action plan and/or a request for repayment of disallowed costs from a funding source based on local WDB or State monitoring findings within the last three (3) years shall provide, as part of its proposal, details sufficient to explain why the corrective action and/or repayment was requested or imposed by the funding source and, for corrective actions, what strategy or strategies were provided by the Contractor as part of its corrective action plan(s) to address the reason(s) that the corrective action was requested or imposed, whether the corrective action plan was implemented by the Contractor, and whether the matter resolved to the satisfaction of the funding source. If there has been a request for corrective action within the last three (3) years but this information is not included as part of the proposal, the WDB may terminate the Contractor for not providing this information.

Section 4, Program Design, and Approach:

4.1 Provide a description of your ability to develop an engaging community service or service-learning project for WIOA youth ages 18 to 24.

4.2 Provide a description of your program design and how you will approach each of the required elements in the Scope of Work (Section 5), including:

4.2.1 Recruiting eligible OS youth

4.2.2 Follow up services for twelve months' post exit
4.2.3 Engaging employers in the designated industry sectors
4.2.4 Meeting or exceeding performance goals
4.2.5 Meeting the needs of OS youth with barriers to employment
4.2.6 Timely data entry and reporting to COUNTY OF MONTEREY WDB staff

4.3 Provide a detailed narrative of your approach to each of the required program design and service elements in the Scope of Work (See Section 5.1). Include specifics and numbers wherever possible.
4.4 Include a detailed description of any additional services or strategies that will be implemented.
4.5 Describe how you will partner with priority sector employers and/or other organizations to implement or provide the following:

4.5.1 Monterey Cadre program;
4.5.2 On-the-Job Training (OJT) services;
4.5.3 Work Readiness training services;
4.5.4 Continuous Quality Improvement program;
4.5.5 Business Services.

4.6 Provide a description of your approach to ensuring a minimum customer satisfaction rating of 95% for your Youth program.
4.7 Include a Customer Flow Chart summarizing client flow through the system.
4.8 If the Contractor wants to sub-contract elements of the program, provide the Subcontractor organization's name, qualifications, and a letter from the Subcontractor organization acknowledging the ability and willingness to provide the services.

Section 5. Program Budget Form:

Complete and include the Program Budget Form per the instructions in Appendix C.

Section 6. Budget Narrative:

Provide a budget narrative that includes a brief description of the costs charged to each item on the Budget Form. Describe your budget assumptions, unique expenditures, or other budget information you would like the evaluation committee to consider. Include a description of in-kind contributions, if any. Follow the instructions included in Appendix C.

Section 7. Financial Statement/Audit:

Provide a complete financial statement, prepared in conformity with Generally Accepted Accounting Principles (GAAP), based upon an audit that is not more than eighteen (18) months old by the time of the proposal submission deadline. This statement must be certified by an independent Certified Public Accountant (CPA). The statement should clearly identify the financial condition of the Contractor's business entity as well as that of its corporate structure, if applicable. The financial statement will be used in determining the Contractor's financial condition, including the working capital position that would permit the Contractor to perform a contract of the size indicated by this RFP.

7.1 As applicable, Contractor must also submit a current tax return or for non-profit organizations, a copy of the organizations current IRS Form 990. Governmental entities are exempt.

7.2 If you are unable to submit these documents, please explain. For example, if you are a government entity and do not routinely produce audited, GAAP compliant financial statements, and/or do not, as a government entity, submit IRS tax forms, indicate as such.

Section 8, Exceptions:

Submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with "EXCEPTION TO RFP for YOUTH WORKFORCE-RELATED SERVICES" and the RFP number (#10998). Each Exception shall reference the page number and section number, as appropriate. Contractor should note that the submittal of an Exception does not obligate the MCWDB to revise the terms of this RFP or any resulting agreement.

7.2 ADDITIONAL REQUIREMENTS: To be considered "responsive," submitted proposal packages shall adhere to the following:

7.2.1 **All bids must be submitted electronically** by the submittal deadline as outlined in SECTION 3.0 CALENDAR OF EVENTS and SECTION 8.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

7.2.2 Reproductions of the COUNTY OF MONTEREY Seal shall not be used in any documents submitted in response to this solicitation.

7.2.3 Contractor shall not use white-out or a similar correction product to make late changes to their proposal package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.

7.2.4 To validate your proposal package, submit the SIGNATURE PAGE (contained herein) with your proposal. Proposal packages submitted without that page will be deemed non-responsive. Proposal signature must be manual, in BLUE ink, and included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent and must be initialed in BLUE ink by the person signing the proposal.

7.3 GENERAL PROPOSAL CONDITIONS:

7.3.1 Proposals should be thorough, well written, and responsive to the RFP. To be competitive, proposals must include all the requested information, completed forms, and attachments. Responses should be organized, and each section should be clearly labeled. To enable direct comparison between responses, all proposals must be submitted in strict conformity to the stated requirements. Failure to adhere to all requirements may result in your proposal being disqualified as non-responsive. Proposals without an original, authorized signature may be rejected.

7.3.2 Unnecessarily elaborate or lengthy proposals, beyond what is needed to provide a sufficient and clear response to all RFP requirements, are not desired.

7.3.3 Bidders agree to provide the WDB with any other information that the WDB determines is necessary for an accurate determination of the prospective Contractor's qualifications to perform services.

7.4 WITHDRAWAL OR MODIFICATION:

7.4.1 The WDB reserves the right to withdraw or modify this RFP in whole or in part, at any time and for any reason. If an amendment is issued it shall be provided to all known prospective Contractors. If necessary, a new Proposal Deadline will be established. Prospective Contractors shall respond to the final written RFP and any exhibits, attachments, and amendments. The WDB also reserves the right to cancel or reissue the RFP in its sole discretion.

7.4.2 Proposals may be withdrawn or modified at any time before the deadline for proposal submission.

7.4.3 A request to withdraw a proposal should be submitted in a letter from the authorized signatory on the Contractor's letterhead.

7.4.4 To modify a proposal, the Contractor must resubmit its proposal package in full before the submission deadline, 3:00 P.M. on September 24, 2026. The new proposal package should include a letter from the authorized signatory on the Contractor's letterhead explaining the changes made.

7.4.5 Written requests/resubmissions should be submitted to the appropriate point of contact identified within Section 4.0.

8.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

8.1 **All Proposals and required documentation and forms must be submitted electronically** at the following link by the submittal deadline as outlined in Section 3.0 CALENDAR OF EVENTS. https://www.countyofmonterey.gov/government/departments-a-h/administrative-office/contracts-purchasing/solicitation-center.

8.2 Due Date: Proposal packages must be received by the COUNTY OF MONTEREY WDB ON OR BEFORE the time and date specified, at the location and to the person specified on the Signature Page of this solicitation. It is the sole responsibility of the Contractor to ensure that the proposal package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.

8.3 Acceptance: Proposals are subject to acceptance at any time within 90 days after opening. The WDB reserves the right to reject all proposal packages, or part of any proposal package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal package and that would not affect a Contractor's ability to perform the work adequately as specified.

8.4 Ownership: All submittals in response to this solicitation become the property of the COUNTY OF MONTEREY WDB. If a Contractor does not wish to submit a Proposal package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid."

8.5 Compliance: Proposal packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores, or be deemed non-responsive.

8.6 BIDDER RESPONSIBILITY

8.6.1 Bidders are expected to be thoroughly familiar with all specifications and requirements of this RFP. Failure to examine any relevant form, article, site, or document will not relieve the Contractor from any obligation regarding this RFP. By submitting a response, Contractors are presumed to concur with all terms, conditions, and specifications of the RFP. All deviations from the RFP must be clearly stated in the Exceptions portion of Contractor's proposal. Excessive deviations or those which could affect vital terms may reduce or eliminate the prospect of award.

8.6.2 The proposal preparation cost is solely the responsibility of the Contractor and shall not be included as part of the proposal budget. Bidder agrees to make all records, documents and information collected and/or maintained by others during the preparation of any proposal submitted in response to this RFP accessible to the COUNTY OF MONTEREY WDB for purposes of inspection, reproduction, and audit without restriction. By submitting a proposal in response to this RFP, Contractor agrees that the COUNTY OF MONTEREY WDB may audit, examine, and copy all books, records and information relating to the proposed services at no cost to the WDB. By submitting a response to this RFP, Contractor agrees that it shall maintain all associated records until the contract has been awarded.

9.0 EVALUATION / SELECTION CRITERIA

9.1 Scoring Criteria:

	Points Allotted
Organizational Structure and Capacity	20
Experience and Demonstrated Ability	25
Program Design and Approach	25
Employer Engagement Plan and Strategies	20
Budget	10

9.2 Selection Criteria:

9.2.1 Organizational Structure and Capacity:

9.2.1.1 The organization's capacity and commitment to carrying out the proposed program design and the ability to meet all requirements of the contract;

9.2.1.2 The adequacy of the organizational structure and proposed staffing for the contract; and

9.2.1.3 The ability to comply with any applicable WIOA conflict of interest and firewall requirements.

9.2.2 Experience and Demonstrated Ability:

9.2.2.1 The relevance and extent of the organization's experience in serving the target population;
9.2.2.2 The demonstrated ability to achieve outcomes and meet performance goals;
9.2.2.3 The demonstrated ability to address and resolve requests for corrective action, implement corrective action plans imposed by funding sources, and/or provide repayment of disallowed costs, applicable to all Contractors that have received any request for corrective action or corrective action plans and/or received any request for repayment of disallowed costs from a funding source within the last three (3) years;
9.2.2.4 The demonstrated ability to develop training programs in response to community needs;
9.2.2.5 The demonstrated ability to develop community service and service-learning projects to engage and transform at-risk youth.
9.2.2.6 The demonstrated ability to collaborate with partners to achieve a regional goal; and
9.2.2.7 The demonstrated ability to produce accurate monthly performance reports.

9.2.3 Program Design and Approach:

9.2.3.1 The extent to which the narrative is comprehensive and responsive to the Scope of Work (Section 5);
9.2.3.2 The extent to which the proposal meets the tenets of the Workforce Innovation and Opportunity Act and WDB Local Policy 2018-08;
9.2.3.3 The quality of strategies and approaches to ensure participants receive effective services that are consistent with policies and produce quality outcomes while minimizing cost; and
9.2.3.4 The quality of strategies to serve youth with barriers to employment.

9.2.4 Employer Engagement:

9.2.4.1 The extent to which the proposal includes strategies to develop and maintain relationships with employers. The extent to which the proposal describes the organization's experience with job sourcing and providing work experience to youth clients;
9.2.4.2 The description of how the organization will reach out to engage employers to cultivate placement, internship, and sector partnership opportunities;
9.2.4.3 The description of the experience the organization has in engaging with industry such as service on advisory groups, industry panels, support for curriculum development, etc., especially as it relates to development of training to meet a community need;
9.2.4.4 The extent to which the proposal describes how employer relationships will help lead to positive outcomes for youth participants, including relationships the organization has built with businesses in the WDB's priority sectors;
9.2.4.5 The Contractor's knowledge of and existing relationships with employers

in Monterey County, as well as a demonstrated knowledge of relevant labor market information;

9.2.4.6 A description of how the Contractor will coordinate with COUNTY OF MONTEREY WDB Business Services staff to serve employers and provide opportunities to participants; and

9.2.4.7 The letters of support from employers in the priority sectors, describing the nature and duration of Contractor's strategic relationship with employers and the extent to which the organization's employer linkages impacts outcomes for youth.

9.2.5 Budget Review:

9.2.5.1 The accuracy and completeness of the budgets; and

9.2.5.2 Whether costs are reasonable, allowable, necessary, and fully justified, as measured by reviewing the line-item budget and proposed program design.

10.0 NO PREFERENCE FOR LOCAL CONTRACTORS; SMALL, MINORITY, AND WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS

10.1 In accordance with WIOA regulations (2 C.F.R section 200.319(b), no geographical preference will play a part in the evaluation of proposals received in response to this RFP.

10.2 In accordance with WIOA regulations (2 C.F.R. section 200.321), small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to respond to this RFP.

11.0 CONTRACT AWARDS

11.1 No Guaranteed Value: COUNTY OF MONTEREY WDB does not guarantee a minimum or maximum dollar value for any Agreement or Agreements resulting from this solicitation.

11.2 Interview: COUNTY OF MONTEREY WDB reserves the right to interview selected Contractor before a contract is awarded. The costs of attending any interview are the Contractor's responsibility.

11.3 Incurred Costs: COUNTY OF MONTEREY WDB is not liable for any cost incurred by Contractor in response to this solicitation.

11.4 Notification: All Contractors who have submitted a Proposal or Qualifications Package will be notified of the final decision as soon as it has been determined.

11.5 In COUNTY OF MONTEREY WDB's Best Interest: The award(s) resulting from this solicitation will be made to the Contractor that submit(s) a response that, in the sole opinion of the WDB, best serves the overall interest of the WDB.

12.0 SEQUENTIAL CONTRACT NEGOTIATION

The COUNTY OF MONTEREY WDB will pursue contract negotiations with the Contractor who submit(s) the best Proposal or qualifications or is deemed the most qualified in the sole opinion of the WDB, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either the WDB or Contractor, the COUNTY OF MONTEREY WDB may pursue contract negotiations with the entity that submitted a Proposal which the WDB deems to be the next best qualified to provide the services, or the WDB may issue a new solicitation or take any other action which it deems to be in its best interest.

13.0 AGREEMENT TO TERMS AND CONDITIONS

Contractor selected through the solicitation process will be expected to execute a formal Agreement with the COUNTY OF MONTEREY WDB for the provision of the requested service. The Agreement arising out of this RFP shall be similar to the sample Agreement set forth as Appendix E. Submission of a signed bid/proposal and the **SIGNATURE PAGE** will be interpreted to mean Contractor HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the provisions included in the Sample Agreement. The COUNTY OF MONTEREY WDB may but is not required to consider including language from the Contractor's proposed Agreement, and any such submission shall be included in the EXCEPTIONS section of Contractor's proposal.

14.0 RIGHTS TO PERTINENT MATERIALS

CONTRACTOR is responsible to appropriately mark Proposal Packages submitted in response to this RFP as confidential or proprietary; specifically, only pages containing information that is confidential, proprietary, or trade secret, or subject to any other claim that it is not subject to public disclosure under applicable law must be marked as confidential or proprietary. The County may refuse to consider any Qualifications Package that is incorrectly marked as confidential or proprietary. Qualifications Packages submitted in response to this RFP will become subject to public disclosure per the requirements of applicable law, including but not limited to the California Public Records Act, Government Code Section 7920.000 et seq, and the Ralph M. Brown Act, Government Code Section 54950 et seq. Please be advised that all information and documents submitted to County by CONTRACTOR shall become non-confidential, non-proprietary, non-trade secret, public records without exception and subject to public disclosure by the County at any time without prior notice to CONTRACTOR, whether pursuant to a request for disclosure or otherwise, including but not limited to disclosure in the course of County's normal procedures to post on the internet or otherwise make available to the general public documents of interest to the public, unless CONTRACTOR accurately marks the record as confidential or proprietary. All interested CONTRACTORS are advised to consider, when deciding what information to include in their submitted Qualifications Package, that such inclusion will result in the information becoming a fully disclosable public record. The County shall not be liable in any way for disclosure of any such records or part thereof related to this RFP or any Qualifications Package, including, but not limited to, evaluations, proposals, or any other information or records. In submitting the information and documents, the CONTRACTOR is agreeing to the County's release of such information and documents under the Public Records Act or the Brown Act, without further notice to the CONTRACTOR, and is agreeing to release, indemnify, and hold harmless the County from any harm that may result to the Proposer or any third party for release of such information and documents. This release and promise to defend and indemnify is given regardless of whether any exemption from disclosure may be available or might have been claimed under applicable law, and CONTRACTOR's responding to this RFP acknowledge that the decision whether to assert any such exemption will be made in the COUNTY'S sole discretion. Submission by an interested CONTRACTOR constitutes a complete waiver of any claims whatsoever against the COUNTY, and/or its agents, officers, or employees, that the COUNTY has violated a vendor's right to privacy, disclosed trade secrets, or caused any damage by allowing the Proposal to be inspected.

Additionally, all Proposal Packages received by COUNTY in response to this RFP shall become the exclusive property of the COUNTY. The COUNTY reserves the right, without limitation, to make use of any information or ideas contained in the Proposals submitted. By submitting information and documents to the COUNTY as part of this RFP, CONTRACTORS acknowledge and agree to the terms herein.

15.0 EXCEPTIONS

Submit any and all Exceptions to this solicitation on separate pages, and clearly identify the top of each page with "EXCEPTION TO RFP for YOUTH WORKFORCE-RELATED SERVICES" and the RFP number, #10998. Each Exception shall reference the page number and section number, as appropriate. Contractor should note that the submittal of an Exception does not obligate the MCWDB to revise the terms of this RFP or any resulting agreement.

APPENDICES AND PROPOSAL COVER PAGE

Appendix A: Proposal Cover Page
WIOA Youth Program

Organization:

Address:

Phone:

Fax:

Contact Person:

Contact
Telephone:

Contact Email:

Type of Organization:
___Institute of Higher Education
___Government Agency
___Private For-Profit
___Community Based Organization/Non-Profit
___Other (describe):

Certification of Proposal Content:

I certify that, to the best of my knowledge and belief, the information contained in this proposal is accurate, complete, and current as of the date below.

Name of Authorized Representative (print)	Title of Authorized Representative
Signature of Authorized Representative	Date

Appendix B: Proposal Checklist

This Proposal Checklist identifies all required elements that must be submitted with your proposal. Follow this sequence in presenting your proposal, with the Checklist serving as the Table of Contents indicating the page number where that information can be found in your proposal in the second column. The third column is for staff use only.

Please identify the service delivery area(s) you are proposing to serve by checking the appropriate area(s) below.

PROPOSAL TABLE OF CONTENTS	Page #	Verified (Staff Use Only)
Proposal Cover Page (Appendix A)		
Proposal Checklist/Table of Contents (Appendix B)		
Organizational Capacity and Structure		
Experience and Demonstrated Ability		
Program Design and Approach		
Program Budget Form (use Excel Template with Appendix C)		
Budget Narrative		
REQUIRED ATTACHMENTS:		
Financial Statements/Tax Returns		
Staff Resumes and/or Proposed Job Descriptions		
Organizational Chart		
Customer Flow Chart		
Three Letters of Reference (for Contractors with under three years of experience.		
Letters of Support		
Exceptions, if any		

Appendix C: Budget Form Instructions

Please complete the Program Budget Form and a Budget Narrative. The total budget amount must equal the estimated funding allocations. Budgets with more than the estimated budget amounts provided will not be accepted for consideration.

Bidders should follow Generally Accepted Accounting Principles (GAAP) and standards when developing line-item budgets. All costs must comply with the Code of Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200. Budgets must conform to all legal expenditure mandates.

Operating Costs:

- Wages and Fringe – List by Job Title and FTE (full-time equivalency). Do not forget to include a job description for each position in the attachments to his proposal. This line item includes salaries and benefits.
- Outreach – This item includes outreach and dissemination of information. Describe efforts to reach target populations, including individuals with disabilities and potential employers.
- Audit – Please see information on audit costs at: https://www.ecfr.gov/cgi-bin/text-idx?SID=0418f9bf2b0bba5a0f5ffcd0f0b71789&mc=true&node=se2.1.200_1425&rgn=div8.
- Copying/Printing –This item includes copying/printing costs associated with participant information/referral material.
- Dues/Memberships – Provide examples of the types of organizations and associations.
- Equipment (Lease/Purchase/Maintenance) – Include in this item anticipated costs for the lease, purchase, and maintenance of equipment. Include a description of the type of equipment that is planned to be purchased or leased, and the estimated cost associated with each item.
- Insurance – Include information regarding the types of insurance (e.g., general liability, Director, and Officer's Insurance, etc.). Do NOT include health or disability insurance in this line item (this information should be included in the description of the personnel charges listed above under wages and fringe).
- Legal Fees – Please describe any ongoing litigation.
- Postage
- Publications/Subscriptions – Provide detail of anticipated publications and subscriptions.
- Staff Development – Capacity building and continuing education for staff is encouraged. Provide details of the type of activities planned for staff development/continuing education.
- Staff Travel – Includes travel charges related to staff development.
- Supplies – This category is for office supplies. Do not include supplies/inventories/testing materials directly related to participant assessment.
- Telephone/Communication – This item includes telephone service, cell phone rentals, and internet.
- Performance Based Outcomes (PBO) – Up to 10% of the total contract amount will be held back pending the achievement of Performance Based Outcomes – this amount held back will need to be represented as a line item in the budget.
- Other – Detail any anticipated costs that are necessary but not captured in the standard line items.

Direct Participant Costs: Detail the amount of planned direct participant expenses to be incurred on the budget form. These are expenses incurred on behalf of an identifiable participant that are not already included in personnel or other operating expenses. Provide a description on the Budget Narrative for amounts entered in each of the categories on the budget form, consistent with the Program Narrative section of your proposal.

Indirect Costs: Please note that indirect costs can only be included if your organization has an approved indirect rate from your cognizant agency and a copy is attached, or standardized cost allocation plan that can be reviewed upon request. Any indirect costs must comply with the Code of Federal Regulations Title 2, Subtitle A, Chapter II, Part 200.

Profit: If you are a for-profit agency, please include profit amounts in a separate line item.

SAMPLE AGREEMENT

Agreement
between the
Monterey County Workforce Development Board and
___________,
for Provision of Workforce Innovation and Opportunity Act (WIOA) Title I Youth Services

I. DECLARATION

This Agreement is entered into by and between the MONTEREY COUNTY WORKFORCE DEVELOPMENT BOARD, (hereinafter referred to as MCWDB or WDB) and _____, (hereinafter referred to as "Subrecipient").

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

The scope of services, expected enrollment, and performance outcomes are specified in Exhibit A – Scope of Services (Enrollment and Performance Goals) and Exhibit D – Youth Program Monthly Performance Report, and the budget detail for this Agreement is specified in Exhibits CA – WIOA Budget Detail and CB – Green Cadre Budget Detail, incorporated herein by reference.

II. BACKGROUND

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

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

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

Subrecipient 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 Subrecipient shall be bound to comply with all the requirements of the WIOA as set forth in Exhibit A, and that the WDB shall oversee Subrecipient's services to eligible North/South Monterey County Youth.

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 be effective retroactive to **January 1, 2027** and remain in full force and effective through **June 30, 2027**, unless sooner terminated as provided herein. WDB may terminate this Agreement by giving ninety (90) calendar days' written notice to Subrecipient, with or without cause. If WDB terminates this Agreement, WDB may proceed to direct available funding to another provider of Youth services. This Agreement is contingent upon available funding.

Renewal, if any, will be contingent on Subrecipient'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 WDB exercises its right of renewal, all terms and conditions, requirements and specifications of this Agreement shall remain the same and apply during the renewal terms. This Agreement will not automatically renew.

B. CONTRACT ADMINISTRATORS

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

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

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

C. FISCAL / REPORTING

1. Funding is available for the project term of <u>January 1, 2027,</u> to <u>June 30, 2027</u>.

2. The budget summaries are detailed in the attached Exhibit CA and CB.

3. WDB will bear primary responsibility for expenditure reporting to the State, processing of Subrecipient's reimbursements, and tracking of funds.

4. This is a performance-based contract that compensates Subrecipient based on Subrecipient's achievement of performance outcomes. Subrecipient will be paid approximately 90% of the contract based on reimbursement of allowable costs. Subrecipient will be paid approximately 10% of the contract based on the Subrecipient meeting all the WIOA performance outcomes as outlined in Exhibit A, Subpart P: Performance Based Outcomes (PBO).

5. Subject to receipt of funds from the State and meeting PBO, WDB's fiscal office shall approve the reimbursement for services rendered as outlined in Exhibit CA of this Agreement. WDB will approve and provide Subrecipient with the invoice format for submitting monthly claims for reimbursement (see example Claim Form attached as part of Exhibit CA). Subrecipient shall first submit documentation of meeting PBO to WDB staff for data validation. Thereafter, Subrecipient shall submit monthly invoices for reimbursement, due no later than the 15th of each month for the prior month's billing, to the WDB's fiscal unit for processing and payment. Payment will be made within ninety (90) days of the receipt of a certified invoice in the Office of the Auditor-Controller. Subrecipient may not charge the WDB for services delivered pursuant to other, non-WIOA programs.

6. Training invoices for Individual Training Accounts (ITAs) and On-the-Job Training (OJT) activities shall be submitted in separate invoices to be submitted to the WDB for payment within fifteen (15) calendar days of receipt.

7. Upon receipt of Subrecipient's invoices, WDB staff will perform an independent validation of Subrecipient's achievement of PBO.

8. WDB will reallocate the remainder of total Agreement funds not paid to Contactor if the achievement of PBO is not met.

9. All invoices must include proof that PBO, as described in Exhibit A, Subpart P, have been delivered.

10. All supportive service requests submitted by Subrecipient must have appropriate backup documentation for payment, such as receipts. No supportive service claims that Subrecipient submits more than one month after the month in which services are delivered will be paid without written approval from the WDB's Contract Administrator. Subrecipient should include the WDB's Contract Administrator's written approval with the supportive service claim form submitted by Subrecipient.

11. Subrecipient must enter the appropriate CalJOBS code for all activities (training, supportive service, incentive, etc.) before Subrecipient submits a payment request to the WDB. Subrecipient's invoice to request reimbursement for costs incurred must report all expenses as Youth Program. This reporting category may change

based on direction from the State. WDB will notify Subrecipient of any changes.

12. Subrecipient will provide services under this Agreement and manage the program and service delivery to the target customer population, out-of-school youth. The target population is further described in Exhibit E, "WIOA Youth Eligibility Criteria."

13. Year-end close-out activities must be completed no later than July 31 for the preceding contract year. Failure to submit invoices in a timely manner will result in delayed payments by the County of Monterey.

D. DESIGNATED SERVICE AREA

The AJCC / One-Stop access points and/or locations where customers are to be served are detailed in the attached Exhibit F, AJCC Locations.

E. MEETING/COMMUNICATION

Meetings between Subrecipient and WDB shall be scheduled at least monthly to discuss Subrecipient performance and other issues that affect either party to this Agreement.

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

Subrecipient's Youth Program Monthly Performance Report is included as Exhibit D of this Agreement. The Monthly Performance Report 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, Subrecipient will provide management reports to the WDB no later than one week prior to the meeting of the Executive Committee for the reporting month. Subrecipient shall use the Youth Program Monthly Status Report template provided by the WDB to outline enrollments and performance as detailed in Exhibit D of this Agreement. Subrecipient shall compare the planned goals on the Monthly Performance Report vs. actual goals achieved to date. In addition to this regular reporting, Subrecipient shall provide reports on enrollments and performance to the WDB, upon request.

F. INDEMNIFICATION

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

G. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

Subrecipient hereby grants to County a waiver of any right to subrogation which any insurer of said Subrecipient may acquire against the County by virtue of the payment of any loss under such insurance. Subrecipient agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

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

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

H. NOTICE

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

Title:	Chris Donnelly
Company:	Executive Director, Monterey County Workforce Development Board (WDB)
Address:	344 Salinas St., Ste. #101 Salinas, CA 93901
Phone:	Phone (831) 759-6644
Email:	Donnellyc@co.monterey.ca.gov

I. CONSTRUCTION, INTERPRETATION, AND INTEGRATION OF AGREEMENT

WDB and Subrecipient 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.

J. 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.

K. EXHIBITS

The following exhibits are attached hereto and incorporated by reference:

1. Exhibit A – Scope of Services (Enrollment and Performance Goals)
2. Exhibit B – WIOA Compliance, Certifications and Assurances
3. Exhibit CA – WIOA Budget Detail
4. Exhibit CB – Green Cadre Budget Detail
5. Exhibit D – Youth Program Monthly Status Report
6. Exhibit E – WIOA Youth Eligibility Criteria
7. Exhibit F – AJCC Locations

8. Exhibit G – Referral Form
9. Exhibit H – WDB Policies

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

BY: ____ ______________

Chris Donnelly Date
Executive Director
Monterey County Workforce Development Board

BY: ____ ______________

Name Date
Title
Company

EXHIBIT A

SCOPE OF SERVICES
ENROLLMENT AND PERFORMANCE GOALS

WIOA Title I Youth Program

January 1, 2027, through June 30, 2027

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 _________, (Subrecipient) for the provision of Workforce Innovation and Opportunity Act (WIOA) Title I services to eligible out-of-school youth in North Monterey County/South Monterey County.

II. PROJECT PERIOD: January 1, 2027, through June 30, 2027.

III. PROGRAM PERFORMANCE OBJECTIVES: For the period from January 1, 2027, through June 30, 2027, Subrecipient shall meet the following enrollment and performance goals:

YOUTH PROGRAM ENROLLMENT GOALS:

Planned Youth Enrollments:	
Number of carry-in participants:	X
Number of new out-of-school youth intensive services enrollments:	40
▪ All carry-in services must be completed by March 31, 2027. ▪ 60% of new enrollments must be completed by March 31, 2027. ▪ 100% of total new enrollments must be completed by May 31, 2027.	X 24 40
Total number of carry-in participants and new enrollments:	**40 + X**

Subrecipient will assist the WDB to provide opportunities to youth through the development and implementation of the WDB's Monterey Cadre initiative. The Monterey Cadre is an innovative leadership program for WIOA-eligible young adults ages 18 to 24 that lays the foundation for informed citizenship and develops the capacity to inspire and mobilize others.

DESIGNATED SERVICE AREAS:

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

Location(s) of Service:	**Area**	**Target**
Monterey Adult School (Primary Location) 1295 La Salle Ave., Seaside, CA 93955 M-Th, 10 a.m. to 7 p.m., Fri. 8 a.m. to 5 p.m., except legal holidays.	**Service Area #1** North (Supervisors' Districts 2, 3, 5)	40
Salinas Comprehensive AJCC (Primary Location) 344 Salinas Street, Second Floor, Salinas, CA 93901 Monday through Friday, 8:30 a.m. to 6:00 p.m., except legal holidays.	**Service Area #2** South (Supervisors' Districts 1, 3)	40

TARGET POPULATIONS TO BE SERVED:

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

**Subrecipient may request in writing and receive approval from the WDB to waive the 100% goal to enroll in-school youth up to 5% of the total number of enrollments in this Agreement.*

WORK EXPERIENCE AND OCCUPATIONAL SKILLS TRAINING ENROLLMENT GOALS:

Please note that all WIOA-funded participant training must be completed by December 10, 2026. Green Cadre participant training must be completed by December 18, 2026.

Total Work Experience Enrollments	25
Total Work Experience (WEX)/On-the-Job Training (OJT) Allocation	$100,000*
Total Occupational Skills Training Enrollments	10
Total Occupational Skills Training Allocation	$30,000
Total Supportive Services Allocation	$12,500

*******Please note that WEX expenditures will include youth and staff salaries, as well as OJT expenditures.*

YOUTH PROGRAM ON-THE-JOB TRAINING GOALS:

Subrecipient will provide On-the-Job Training (OJT) opportunities to Youth clients. An OJT opportunity will be formed through a contractual agreement between the employer and the service provider (Subrecipient). The WDB will generally provide partial wage reimbursement to the Employer of up to 50% of the wage rate of the participants. The cost to the WDB for each participant's OJT is capped at $8,000.

YOUTH PROGRAM BUSINESS SERVICES GOALS:

Subrecipient will coordinate closely with WDB Business Services staff to achieve the following business services goals without duplication of effort:

Business Services	2026-27 Goal
Business Engagement Activities*	50 Total Activities
Job Postings from Unique Employers**	70 Total Postings

* A business engagement activity is defined as a one-on-one, in-depth discussion between a business services consultant and an employer with fewer than 100 employees that is based around the needs of the employer's business and provides a thorough description of the WDB's business services. Business Services staff shall provide detailed case notes sufficient to show how the employer contact met the definition of a business engagement activity.

**Each quarter, the service provider will identify employment opportunities with unique employers in the WDB's priority industry sectors and in demand occupations and create job postings to be vetted by the WDB. Job postings should be focused on enrolled clients and those finishing their occupational skills training.

WIOA YOUTH PERFORMANCE MEASURE GOALS:

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

WIOA Local Youth Performance Target Goals:*	**2026-27**
▪ **Youth Employment Rate (2nd Quarter after exit):** The percentage of program participants who are in unsubsidized employment during the second quarter after exiting from the program.	73.0%
▪ **Youth Employment Rate (4th Quarter after exit):** The percentage of program participants who are in unsubsidized employment during the fourth quarter after exiting from the program.	72.5%
▪ **Youth Median Earnings:** The median earnings of program participants who are in unsubsidized employment during the second quarter after exiting from the program.	$5,400
▪ **Youth Credential Attainment:** 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.	64.0%
▪ **Measurable Skill Gains (MSG):**** 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.	75.0%
▪ **Business Services:** Performance indicator(s) will be established and shared by the WDB to measure the effectiveness of the program in serving employers.	*A baseline is yet to be established for this measure.*
Total Exits from the Program	*Goal to be negotiated*

**Goals will be revisited annually between the WDB and Subrecipient and are dependent upon goals that the WDB negotiates with the State.*

***MSGs require documentation to demonstrate academic, technical, occupational, or other form of progress toward a credential or employment (e.g., satisfactory written reports from the employer or training provider during training).*

CONTINUOUS QUALITY IMPROVEMENT (CQI) GOALS:

Continuous Quality Improvement, a process of progressive, incremental improvements using data obtained from a variety of sources to inform the progress of the improvements, is used within the AJCC/One Stop service delivery system to ensure the quality of the customer's experience through an ongoing review of career center processes to improve access to services and delivery of services.

Subrecipient shall work closely with WDB staff, other service provider staff, and the One Stop Operator to provide support for the implementation of an integrated approach to service delivery staffing and customer flow that has caused specific teams to convene and focus on the continuous quality improvement of common functions performed within the AJCC: A Talent Engagement team, a Talent Coaching team, and an Employer Services team. In addition, a CQI Leadership team has been formed to provide direction to these three functional teams and the overall CQI effort.

Subrecipient's Project Director shall work directly with the WDB Executive Director, attend meetings of the CQI Leadership team, and attend other CQI meetings at the request of the WDB Executive Director. Subrecipient will provide staff to attend meetings of the Talent Engagement and Coaching teams and the Employer Services team, as appropriate to their staff's functions within the AJCC.

In addition to the development of the CQI program, Subrecipient shall be responsible to achieve the following CQI Performance Goals:

1) Subrecipient will provide three (3) or fewer Data Change Requests to State per month.
2) Subrecipient will ensure correct and timely invoice submittal on the 15th of each month, and Work Experience (WEX) Time Sheet and Supportive Services (SuS) paperwork shall have no more than six (6) errors* per monthly submittal.
3) Subrecipient will ensure that client case notes for all active clients are entered accurately with correct activity codes and updated in the CalJOBS system at least once per month, or more often based on services being provided.
4) Subrecipient will ensure that case managers have a minimum monthly interaction with their participants, with supporting case notes.
5) Subrecipient will achieve a minimum approval rating of 95% on the Customer Satisfaction Survey.
6) Subrecipient will provide CQI management and support activities, including submittal of monthly meeting notes and outcomes with 100% of staff participating on at least one CQI committee.

*An error for the purpose of this goal shall be defined as any of the following circumstances:

Timecards not submitted by deadline;
New Hire paperwork incomplete or not submitted timely;
No approved hourly rate provided;
Not set up in CalJOBS;
Funding stream incorrect in CalJOBS;
Dates incorrect in CalJOBS;
Hours on timecard do not add up or subtotal correctly;
Participant working past date in CalJOBS;
Dates incorrect on timecard;
Original receipts not provided;
Waiver memo not provided;
Timecards not signed (participant or supervisor);
Missing start or end times;
Missing signed WEX agreement;
No Supportive Services (SuS) activity code in CalJOBS;
No detailed SuS notes in CalJOBS;
SuS receipts don't match total;
SuS signatures missing; or
Incorrect SuS activity code.

WIOA YOUTH STAFF REQUIRED SAFETY TRAINING

All WIOA Subrecipient staff working with youth are required to pass OSHA-10 within 30 days of hire. Subrecipient staff working with NDWG and/or Green Cadre are also required to pass OSHA-30 and Hazwoper 24 training within 30 days of hire.

WIOA STAFF PROFESSIONAL DEVELOPMENT GOALS:

As part of the WDB's ongoing CQI program, all Title 1 staff are required to have a minimum of 45 hours per year of WIOA University training assigned by the MCWDB, which may include, without limitation, training in the following topic areas:

- WIOA eligibility, policies and procedures, and performance measurement
- Providing WIOA intensive services in virtual and in-person environments
- Connecting WIOA customers to career pathways
- Continuous quality improvement of WIOA services

New employees are required to complete a Dynamic Works NAWDP 5 Core Competency Training certification within 6 months of hire as part of their 45-hour requirement. All WIOA University training will be assigned to Subrecipient staff by the Regional Training Coordinator or his/her designee. Failure to adhere to the requirement of 45 hours per year of WIOA University will result in a loss of Performance Based Outcome (PBO) payments as outlined below:

Staff Professional Development PBO	Total PBO Payment
95% of Equus Youth staff will complete 45 hours of professional development training per year.	$ TBD

GREEN CADRE (NON-WIOA) GOALS:

The WDB has received a CaliforniansForAll Youth Job Corps Grant to help the community to address food insecurity and mitigate the local impacts of climate change. During the contract period, Subrecipient will enroll up to 24 youth, ages 18 to 30, into the Green Cadre and provide training and workforce services to these youth from January 1, 2027, through June 30, 2027. Subrecipient will receive an amount not to exceed $375,000 to achieve the following outcomes:

New Green Cadre enrollments with WorkKeys that were not soft exited within 14 days of enrollment	24
Green Cadre participants placed in Work Experience (WEX)	20
Green Cadre participants placed in Occupational Skills Training (OST)	22

Subrecipient will provide intake, assessments, case management, training, supportive services, work site placement, job placement, and day to day oversight and direct supervision of Green Cadre work sites.

IV. DUTIES AND RESPONSIBILITIES:

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

i. Subrecipient 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 Monterey County Works |.The WDB will notify Subrecipient via email notice of any new or revised policies, procedures, operational guidelines, and information notices.

ii. Subrecipient must be responsive and adhere to the following WIOA statutory provisions and regulations, State directives and information notices, and local labor market demands that provide guidance and other pertinent information:

- **WIOA Public Law:** https://www.gpo.gov/fdsys/pkg/PLAW-113publ128/pdf/PLAW-113publ128.pdf
  a) **WIOA Final Regulations:** 2016-15975.pdf (govinfo.gov)
- **WIOA Guidance:** WIOA Performance Guidance | U.S. Department of Labor (dol.gov)
- **State Directives:** https://www.edd.ca.gov/Jobs_and_Training/Active_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:** Monterey County Works |

B. YOUTH – WIOA FUNDED SERVICES:

i. **WIOA Youth Program Requirements -** Subrecipient must adhere to the following WIOA Youth Program requirements:

- Priority is to serve Out-of-School Youth, ages 18 to 24 years old.
- 100% of Subrecipient's WIOA Youth formula funds must be spent on Out-of-School Youth. However, Subrecipient may request in writing and receive approval from WDB staff to waive the 100% goal to enroll in-school youth in an amount up to 5% of the total number of enrollments in this Agreement.
- At least $100,000 of Subrecipient's WIOA Youth formula funds must be spent on work experience activities, such as summer jobs and year-round employment, pre-apprenticeship, on-the-job training, internships and job shadowing.
- Subrecipient's youth program focus must be geared towards career pathways, drop-out recovery, education and training that lead to the achievement of a high school diploma and/or recognized postsecondary credential and placement in WDB priority industry sectors (Finance, Insurance, & Real Estate; Advanced Manufacturing; Agriculture; Tourism & Hospitality; Logistics & Transportation; Health & Social Assistance; and Construction).

ii. **Fourteen (14) Youth Program Elements -** Subrecipient has the discretion to determine what specific program services a youth participant receives based on each participant's objective assessment and individual service strategy. Therefore, Subrecipient's youth program is not required to provide every youth program element to each participant as listed below.

The types of youth services authorized under WIOA include:

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

b) Alternative secondary school services, or dropout recovery services, as appropriate;

c) Paid and unpaid work experiences that have academic and occupational education as a component of the work experience, which may include the following types of work experiences:

   (i) Summer employment opportunities and other employment opportunities available throughout the school year;
   (ii) Pre-apprenticeship programs;
   (iii) Internships and job shadowing; and
   (iv) On-the-job training opportunities;
   (v) Placement in WDB Sectors

d) Occupational skill training, which includes priority consideration for training programs that lead to recognized post-secondary credentials that align with in-demand industry sectors (Advanced Manufacturing; Agriculture; Finance, Insurance, & Real Estate; Tourism & Hospitality; Transportation & Logistics; Health & Social Assistance; and Construction);
e) Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
f) Leadership development opportunities, including community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors;
g) Supportive services, including the services listed in 20 CFR Section 681.570;
h) Adult mentoring for duration of at least 12 months that may occur both during and after program participation;
i) Follow-up services for not less than 12 months after the completion of participation, as provided in 20 CFR Section 681.580;

j) Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual youth;
k) Financial literacy education such as budgeting (this element must be provided to every youth before training);
l) Entrepreneurial skills training to expose students to the skills and knowledge necessary to support self-employment, small business ownership, and entrepreneurship;
m) Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services; and
n) Activities that help youth prepare for and transition to post-secondary education and training.

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

i. Subrecipient will perform sufficient outreach to target and recruit youth within the service delivery area(s) that meet the eligibility requirements for WIOA out-of-school youth.

ii. Subrecipient will conduct an intake process with youth that will involve prescreening for eligibility determination and providing an orientation of youth program services. Should Subrecipient be contacted by in-school youth who cannot be served under this agreement, they will be expected to make appropriate referrals to other community partners who provide services to in-school youth or refer youth to self-help basic career services at the AJCC.

iii. To be eligible to receive WIOA services, youth customers must follow the eligibility criteria specified in Exhibit F – WIOA Youth Eligibility Criteria.

D. INITIAL ASSESSMENT:

Subrecipient will assess each applicant's initial skill level using the WorkKeys® appraisal test to determine "basic skills deficiency" or grade-equivalent skill levels in language and mathematics to place youth at appropriate levels of instruction. Subrecipient will ensure all testing is proctored and all testing instruments are used. All tests will be discussed with the youth by Subrecipient staff qualified to interpret the results. Discussion will include the scores and the impact of test results. Following initial assessment, Subrecipient will select and certify participants for WIOA eligibility and enrollment to receive services at the AJCC or other designated service delivery area. Subrecipient will collect all documentation, and enter all enrolled participants into the State CalJOBS system, and place a hard copy of the CalJOBS system documentation in the participant file or upload the documentation into the youth's virtual case file in the State CalJOBS system. For participants interested in pursuing occupational skills training, Subrecipient 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, Subrecipient 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).

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

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

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

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

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

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

F. BASIC SKILLS REMEDIATION:

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

G. REFERRALS TO WIOA PARTNERS:

i. Subrecipient is a mandated partner in the America's Job Center of California (AJCC) / One-Stop delivery system. As such, Subrecipient 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. Subrecipient will be expected to develop or maintain appropriate mechanisms of referrals to ensure that youth participants can access the services that they require to support their success. Subrecipient will be expected to identify areas of need for services and to refer youth participants to appropriate agencies to mitigate their needs. Reference Partners & Community Links online at: www.montereycountywdb.org/partners/.

ii. Subrecipient will use the referral form provided as Exhibit G – Referral Form of this agreement.

H. WORK READINESS TRAINING:

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

I. WORK EXPERIENCE ACTIVITIES:

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

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

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

K. JOB SOURCING AND PLACEMENT:

Subrecipient will utilize employer linkages and partnerships to identify internship and work experience opportunities in all WDB priority sectors (Agriculture; Advanced Manufacturing; Finance, Insurance, & Real Estate; Tourism & Hospitality; Transportation, & Logistics; Health & Social Assistance; and Construction). In addition, Subrecipient may provide work experience placements in non-priority industry sectors. Subrecipient will provide placement services for up to 380 hours of work experience for all youth enrolled under this agreement; any extension to the 380-hour maximum requires the approval of the WDB Executive Director. Subrecipient will document participant job search and placement activities in the State CalJOBS system. Subrecipient will work with youth participant to obtain proof of placement in employment by submitting either (1) a copy of the participant's paycheck stub, or (2) an Employment/Information Verification Sheet completed and signed by the employer. Subrecipient will submit proof of placement when invoicing for performance-based outcomes or upon request by the WDB.

L. DOCUMENTATION OF SERVICE DELIVERY & CASE MANAGEMENT:

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

M. SUPPORTIVE SERVICES:

Subrecipient will maintain oversight of supportive services and incentive payments to participants using a log. Subrecipient will follow the WDB's supportive services policy and WIOA Youth Program Requirements Policy and Guidance, located online at www.montereycountywdb.org, including approval and documentation requirements for supportive service and incentive payments to participants. The WDB will notice and provide written supportive services requirement changes and/or revisions to Subrecipient, prior to the implementation of any change in policy. Subrecipient will use the WDB's Supportive Services Tracking system.

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

i. Subrecipient will participate in an exit / outcome / survey conference with each youth participant when a determination has been made to exit the participant. Subrecipient will ensure that participants are surveyed and provided a customer satisfaction feedback form during the exit conference. The purpose of the exit conference is to ensure all services to the participant have been documented and documentation has been entered into the participant's CalJOBS record, in the participant case file, and the participant has received the surveys, as needed per their ISS.

ii. Subrecipient will ensure that follow-up contact and services for all participants start after exit and will be conducted for not less than three times during each follow-up quarter (up to 1 year) after the completion of participation to ensure all performance goals are met.

Follow-up contact is described as:

- A face to face meeting, telephone call, e-mail or text message from Subrecipient's staff or case manager that has been reciprocated by the participant. Subrecipient 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. Subrecipient will initiate additional contact as needed to ensure participant's success and document performance outcomes in the State CalJOBS system.
- As mandated by WIOA, Subrecipient shall collect data during follow-up contact to meet the WIOA Youth Performance Measures outlined on page 3 of this Exhibit A.
- Subrecipient must document all follow-up communication with participants in the State CalJOBS system.
- If the Subrecipient case manager is not able to make contact during a given follow-up period, the case manager will document all attempts to contact participant in the participant's case notes in the State CalJOBS system. Subrecipient will make a minimum of three (3) attempts at contacting the participant during the follow-up period.

Follow-up services are described as:

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

O. REPORTING:

i. At a minimum, during the term of this Agreement, Subrecipient will provide management reports to the WDB no later than the 10th day of the month following the reporting month. Subrecipient will be required to report its monthly performance using Exhibit E – Monthly Program Status Report, that compares the plan vs. actual goals, achieved to date. Subrecipient will meet the goal of submitting all monthly updates no later than the close of business on the due date. Subrecipient will submit additional reports upon request by WDB.

ii. Subrecipient shall submit a closeout packet to the WDB fiscal staff within fifteen (15) days of receipt of final payment on this agreement. Closeout packet will consist of a Closeout summary of WIOA expenditures, subrecipient release form, subrecipient 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.

iii. If the Subrecipient is not meeting expected performance levels, WDB staff may impose corrective action plans, sanctions and/or conduct additional monitoring to ensure Subrecipient met performance outcomes. Subrecipient's failure to meet expected performance levels is cause for termination of this agreement.

iv. In addition, regional collaboration and reporting will be required under WIOA. Subrecipient will be required to participate in regional workforce development work. The level of participation and roles that Subrecipient will play will be determined by the WDB.

P. PERFORMANCE BASED OUTCOMES (PBO):

Subrecipient agrees that compensation for a portion of the amount of this agreement, equal to $35,000, is dependent upon Subrecipient achieving or exceeding the Performance-Based Outcomes outlined and described below. The WDB's priority industry sectors are Finance, Insurance, & Real Estate; Agriculture; Advanced Manufacturing; Tourism & Hospitality; Transportation & Logistics; Healthcare & Social Assistance; and Construction.

Please note that the Youth requirement for all new enrollments to be submitted with PDFs of each participant's WorkKeys Skill Report does not apply to Joby Aviation participants, who are exempt from the WorkKeys requirement.

Subrecipient shall submit backup documentation for Program Performance-Based Compensation items 1a through 7 by the 15th of each month or by the following Monday if the 15th falls on a holiday or weekend.

WIOA Performance Based Outcomes: Goals for Youth Program, January through June 2027					
Performance Goals are based on Exhibit A.	**GOAL**	**PAYMENT PER % OF GOAL ACHIEVED**			**TOTAL FEE**
1. New Mainstream (WIOA Youth) enrollments with WorkKeys that were not soft exited within 14 days of enrollment	40	95-100% = $ 85-94% = $			
2. Mainstream placed in paid Work Experience (WEX)/On-the-Job Training (OJT)	25	95-100% = $ 85-94% = $			
3. Mainstream completion of 90% of WEX / OJT hours (320 hours) or placed in employment prior to WEX / OJT completion	23	95-100% = $ 85-94% = $			
4. Mainstream placed in Occupational Skills Training (OST)	10	95-100% = $ 85-94% = $			
5. Mainstream completion of OST w/ Measurable Skills Gain (MSG) and certification/credential	6	95-100% = $ 85-94% = $			

6. Mainstream placed in employment in a WDB priority industry sector	27	95-100% = $ 85-94% = $			
Total Program Performance-Based Compensation					
Business Services Performance-Based Compensation					
7. Business Engagement w/ unique employers, companies of 100 or fewer employees	50	95-100% = $ 85-94% = $			
8. Job Postings to WDB website (unique employers)	70	95-100% = $ 85-94% = $			
Total Business Services Performance-Based Compensation					
Staff Development & Retention Performance-Based Compensation					
9. 95% of all Youth staff will completet 45 hours of professional development per year					
WEX Expenditures-Based Compensation			**Total WEX Amt.**		
10. Minimum total WEX amount expended		95-100% = $ 85-94% = $	$ 100,000		
Total WEX Expenditures-Based Compensation					
Quality Index Performance-Based Compensation	**Frequency of Assessment** (Goals must be met monthly to receive Quarterly Fee)		**Quarterly Fee**		
11. Maximum of three DCRs per month	Monthly				
12.Timely and accurate submission of Monthly invoices, ITA contracts /WEX Agreements/OJTs to Fiscal by the 15th of every month	Monthly				
13. Client case notes-entered with correct information and updated in the CalJOBS System, at least once a month or more, based on services provided	Monthly				
14. Minimum monthly interaction with participants, with supporting case notes	Monthly				
15. Meets/exceeds minimum 95% customer satisfaction rating	Monthly				

16. CQI Implementation management and support activities. Submission of monthly meeting notes and outcomes, 100% of staff participation on committees	Monthly		
Total Quality Index Performance-Based Compensation			
Total Performance-Based Compensation			
Total Performance-Based Compensation Available			

i. Contactor understands and agrees that a portion of compensation for services rendered pursuant to this agreement, in the total amount of $, is based upon Subrecipient achieving or exceeding the Performance Based Outcomes, as outlined and described below. Subrecipient's failure to meet goals and performance measures listed in Exhibit A, subpart P "Performance Based Outcomes (PBO)" will result in the reduction of Subrecipient's compensation.

ii. The budget for performance-based outcomes (PBO) under this agreement shall not exceed $. WDB will pay this amount to Subrecipient as follows:

1. **Cumulative new Mainstream enrollments with WorkKeys® that were not "soft exited" within two (2) weeks of enrollment** – WDB shall hold back Subrecipient compensation in the amount of $ to provide payment to Subrecipient for Mainstream enrollments with WorkKeys® that were not soft exited within two weeks of enrollment during the period between January 1, 2027, and May 31, 2027. The goal is # Mainstream enrollments. The WDB shall pay (1) an amount not to exceed $ to Subrecipient for achieving 95-100% of the goal; or (2) an amount not to exceed $ for achieving 85-94% of the goal. Enrollments and WorkKeys assessments will be verified through the State CalJOBS system and a supplemental spreadsheet. Subrecipient shall provide enrollees' WorkKeys Skill Reports in PDF and named as follows: Last Name, First Name, State ID Number. If multiple participants are compiled into a single file, Subrecipient shall include a cover sheet that lists the participants' last names, first names, and State ID Numbers in alphabetical order by last name. Subrecipient will also provide an Excel spreadsheet capturing the following information in individual columns: Last Name, First Name, State ID Number, WorkKeys test dates and WorkKeys scores.

2. **Mainstream placed in Paid Work Experience (WEX) or On-the-Job Training (OJT)** – WDB shall hold back Subrecipient compensation in the amount of $ to provide payment to Subrecipient for placing Mainstream participants in paid WEX or OJT between January 1, 2027, through June 30, 2027. The goal is # Mainstream participants placed in WEX/OJT. The WDB shall pay (1) an amount not to exceed $ to Subrecipient for achieving 95-100% of the goal; or (2) an amount not to exceed $ for achieving 85-94% of the goal. Subrecipient will submit a PDF of the first timesheet with all signatures and named as follows: Last Name, First Name, State ID Number. If multiple participants are compiled into a single file, Subrecipient shall include a cover sheet that lists the participants' last names, first names, and State ID Numbers in alphabetical order by last name.

3. **Mainstream completion of OJT or a minimum of 320 WEX hours or placed in employment prior to OJT/WEX completion –** WDB shall hold back Subrecipient compensation in the amount of $ to provide payment to Subrecipient for Mainstream participants completing OJT, at least 320 hours of WEX, or that were placed in employment prior to OJT/WEX completion between January 1, 2027, through June 30, 2027. The goal is # Mainstream participants completing or placed. The WDB shall pay (1) an amount not to exceed $ to Subrecipient for achieving 95-100% of the goal; or (2) an amount not to exceed $ for achieving 85-94% of the goal. Subrecipient shall provide a PDF of the final timesheet with all signatures and named as follows: Last Name, First Name, State ID Number. If multiple participants are compiled into a

single file, Subrecipient shall include a cover sheet that lists the participants' last names, first names, and State ID Numbers in alphabetical order by last name.

4. **Mainstream placed in Occupational Skills Training (OST) –** WDB shall hold back Subrecipient compensation in the amount of $ to provide payment to Subrecipient for Mainstream participants placed in occupational skills training between January 1, 2027, and June 30, 2027. The goal is to place # Mainstream participants in OST. The WDB shall pay (1) an amount not to exceed $ to Subrecipient for achieving 95-100% of the goal; or (2) an amount not to exceed $ for achieving 85-94% of the goal. Subrecipient will provide an Excel spreadsheet capturing the following information in individual columns: Last Name, First Name, State ID Number, Co-Enrollment Status, Training Provider Name, Training Program, Start Date, and Projected End Date.

5. **Mainstream completion of OST with Measurable Skill Gain (MSG) and credential or certification achievement** – WDB shall hold back Subrecipient compensation in the amount of $ to provide payment to Subrecipient for Mainstream participants completing OST with MSG and credential or certification achievement between January 1, 2027, and June 30, 2027. The goal is # Mainstream completions/achievements. The WDB shall pay (1) an amount not to exceed $ to Subrecipient for achieving 95-100% of the goal; or (2) an amount not to exceed $ for achieving 85-94% of the goal. No backup documentation is required for this PBO. MCWDB will randomly select 20% of the participants placed in OST during the prior quarter to conduct an internal audit of OST completions with MSG and credential/certification achievements. Incorrect or missing data and information submitted relating to the required documentation will result in additional random selections to verify completion and achievement and flagging of specific participant files to be corrected and/or completed by the Subrecipient.

6. **Mainstream placed in employment in WDB priority sector** – WDB shall hold back Subrecipient compensation in the amount of $ to provide payment to Subrecipient for Mainstream participants placed in employment in a WDB priority industry sector between January 1, 2027, and June 30, 2027. The goal is $ Mainstream placements. The WDB shall pay (1) an amount not to exceed $ to Subrecipient for achieving 95-100% of the goal; or (2) an amount not to exceed $ for achieving 85-94% of the goal. Subrecipient will provide a PDF of pay stub or employer verification; alternative backup must include both the participant's and employer's names. The PDF shall be named as follows: Last Name, First Name, State ID Number. If multiple participants are compiled into a single file, Subrecipient shall include a cover sheet that lists the participants' last names, first names, and State ID Numbers in alphabetical order by last name. Subrecipient will also provide an Excel spreadsheet capturing the following information in individual columns: Last Name, First Name, State ID Number, Job Title, Employer, and Start Date.

7. **Number of unique businesses engaged –** WDB shall hold back Subrecipient compensation in the amount of $ to provide payment to Subrecipient for engaging with unique employers with companies of 100 or fewer employees to assist with hiring needs, determine interest in OJT and incumbent worker training, and/or assist the business to downsize its workforce, between January 1, 2027, and June 30, 2027. The goal is to directly engage # unique employers. The WDB shall pay (1) an amount not to exceed $ to Subrecipient for achieving 95-100% of the goal; or (2) an amount not to exceed $ for achieving 85-94% of the goal. Subrecipient will provide MCWDB with a printout of the completed Business Services form and CalJOBS Employer Services report.

8. **Number of Job Postings to WDB website –** WDB shall hold back Subrecipient compensation in the amount of $ provide payment to Subrecipient to identify new job opportunities that are directly obtained from unique employers in the WDB's priority industry sectors, or from unique employers offering positions in demand occupations, that are provided by Subrecipient for posting on the WDB website between January 1, 2027, and June 30, 2027. The goal is # job postings. The WDB shall pay (1) an amount not to exceed $ to Subrecipient for achieving 95-

100% of the goal; or (2) an amount not to exceed $ for achieving 85-94% of the goal. Subrecipient will provide MCWDB with a printout of the completed Job Postings form and the Administrative Job Postings report.

9. **Equus Staff Development (WIOA University) –** WDB shall hold back Subrecipient compensation in the amount of $ to provide payment to Subrecipient to ensure that 95% of Equus Youth staff completes a minimum of 45 hours of "WIOA University" professional development training between January 1, 2027, and June 30, 2027. The WDB shall pay an amount not to exceed $ to Subrecipient at the end of the fiscal year. Subrecipient will provide employee certifications and sign-in sheets that include the number of professional development hours to demonstrate proof of completion of 45 hours of "WIOA University" or equivalent training.

10. **Minimum WEX Expenditure –** WDB shall hold back Subrecipient compensation in the amount of $ to provide payment to Subrecipient for expending 20% of the WIOA Title 1 Youth allocation on WEX (includes youth wages, staff salaries, and OJTs) between January 1, 2027, and June 30, 2027. The goal is to expend at least $ on WEX. The WDB shall pay (1) an amount not to exceed $ to Subrecipient for achieving 95-100% of the goal; or (2) an amount not to exceed $ to Subrecipient for achieving 85-94% of the goal. This outcome is evaluated at the end of the fiscal year.

11. **Quality Index: Maximum of Three (3) Data Change Requests per Month –** WDB shall hold back Subrecipient compensation in the amount of $ to provide payment to Subrecipient in the amount of $ for each quarter in which Subrecipient staff issues three or fewer Data Change Requests to the WDB's MIS Administrator between January 1, 2027, and June 30, 2027. No backup documentation is required. Staff will verify performance on this PBO with the MIS Administrator. This outcome is evaluated at the end of the fiscal year.

12. **Quality Index: Timely and Accurate Submittal of Monthly Invoices to WDB Fiscal by the 15th of every month –** WDB shall hold back Subrecipient compensation in the amount of $ to provide payment to Subrecipient in the amount of $ for each quarter between January 1, 2027, and June 30, 2027, in which Subrecipient staff provides its monthly invoices to the WDB's fiscal unit with six (6) or fewer errors per invoice. No backup documentation is required. Staff will verify performance on this PBO with the WDB's fiscal unit.

13. **Quality Index: Active Client Case Notes Entered Accurately and updated monthly in CalJOBS –** WDB shall hold back Subrecipient compensation in the amount of $ to provide payment to Subrecipient in the amount of $ for each quarter between January 1, 2027, and June 30, 2026, in which Subrecipient staff enters case notes accurately with correct activity codes and updates each active client's case notes in CalJOBS at least once per month or more often, based on services being provided. MCWDB staff will sample 20% of active client case files each quarter to verify performance on this measure. Incorrect or missing data and information submitted relating to the required documentation will result in additional random selections to verify completion and achievement and flagging of specific participant files to be corrected and/or completed by the Subrecipient.

14. **Quality Index: Minimum Documented Monthly Interaction with Active Clients –** WDB shall hold back Subrecipient compensation in the amount of $ to provide payment to Subrecipient in the amount of $ for each quarter between January 1, 2027, and June 30, 2027, in which Subrecipient staff documents a minimum monthly interaction with all active clients. MCWDB staff will sample 20% of active client case files each quarter to verify performance on this measure. Incorrect or missing data and information submitted relating to the required documentation will result in additional random selections to verify completion and achievement and flagging of specific participant files to be corrected and/or completed by the Subrecipient.

15. **Quality Index: Program meets or exceeds 95% customer satisfaction rating –** WDB shall hold back Subrecipient compensation in the amount of $ to provide payment to Subrecipient in the amount of $ for each quarter between January 1, 2027, and June 30, 2027, in which the Subrecipient's Youth program meets or exceeds a monthly minimum 95% customer satisfaction rating as measured using SurveyMonkey or its equivalent. MCWDB staff will verify the Subrecipient's customer satisfaction rating with the One-Stop Operator to ensure that the goal has been met for each quarter.

16. **Quality Index: Continuous Quality Improvement (CQI) Program** – WDB shall hold back Subrecipient compensation in the amount of $ to provide payment to Subrecipient for implementing, managing, and supporting a Continuous Quality Improvement (CQI) program. The WDB shall pay an amount not to exceed $ at a rate of $ per quarter to Subrecipient for Subrecipient staff's ongoing efforts relating to the implementation, management, and support of a CQI program between January 1, 2027, and June 30, 2027. MCWDB staff will verify with the One-Stop Operator that the CQI goal has been met for each quarter.

Q. COORDINATION WITH WDB STAFF AND SUBRECIPIENTS:

i. With respect to partner referrals, work experience, trainings, and employment opportunities, Subrecipient will work collaboratively and coordinate services with the WDB's other WIOA Youth services provider(s) as well as other WIOA partners and their subcontractors to ensure a comprehensive and seamless delivery of services to youth participants.

ii. Subrecipient shall provide business services in coordination with the WDB, which shall take the lead to ensure consistency and customer satisfaction, and that services are provided to businesses without duplication of effort. Business services shall be focused primarily on the WDB's priority industry sectors: Agriculture; Advanced Manufacturing; Finance, Insurance, and Real Estate; Healthcare and Social Assistance; Construction; Hospitality and Tourism; and Logistics and Transportation. All materials to be used by Subrecipient for business outreach and engagement shall be approved in advance by the WDB.

Subrecipient shall coordinate with the WDB to:

1. Actively engage industry and labor through outreach and Rapid Response activities;
2. Support regional sector strategies through an integrated business service strategy that focuses on middle-skill, middle-wage jobs;
3. Develop job opportunities with local employers;
4. Facilitate participant placements in internships and demand occupations within the WDB's designated priority industry sectors;
5. Perform job sourcing activities; and
6. Provide job fairs and ongoing specialized recruitments for local businesses.

iii. Subrecipient will meet regularly (no less than quarterly) with WDB staff to discuss: enrollments, participant retention, program design, outcomes (employment and education), program expenditures, staffing, and other elements that have the potential to impact the quality of the programs and services provided under this agreement. Meeting dates, times, and locations will be mutually agreed upon by attendees. Meeting agendas will focus on coordination of efforts to provide youth with success by providing seamless integration of services, and to coordinate the services provided to youth to attain program goals and performance and to document goals achieved.

iv. Subrecipient will meet regularly (no less than monthly) with WDB staff, other AJCC client services staff, and the One Stop Operator to ensure that the AJCC Certification and continuous quality improvement (CQI) requirements are met at each of the comprehensive AJCCs and satellite sites.

a) The AJCC Certification process, intended to encourage continuous improvement by identifying areas where an AJCC meets quality expectations and areas where improvement is needed, was developed in alignment with the DOL's Training and Employment Guidance Letter 4-15 (found at https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=6455), and the California Workforce Development Board's Unified Strategic Workforce Development Plan (found at https://cwdb.ca.gov/plans_policies/).

To highlight areas where AJCCs can continuously improve their service delivery, the AJCC Certification Workgroup identified seven AJCC Certification Indicators to measure continuous improvement for all AJCCs. These seven indicators will continue to be utilized to establish consistency throughout the Local Areas.

The AJCC Certification Indicators are as follows:

i. The AJCC ensures universal access, with an emphasis on individuals with barriers to employment.
ii. The AJCC actively supports the One-Stop system through effective partnerships.
iii. The AJCC provides integrated, customer-centered services.
iv. The AJCC is an on-ramp for skill development and the attainment of industry-recognized credentials which meet the needs of targeted regional sectors and pathways.
v. The AJCC actively engages industry and labor and supports regional sector strategies through an integrated business service strategy that focuses on quality jobs.
vi. The AJCC has high-quality, well-informed, and cross-trained staff.
vii. The AJCC achieves business results through data-driven continuous improvement.

b) While the Youth Services provider (Subrecipient) is responsible for providing direct services to WIOA-enrolled youth, and for providing staff to work in the AJCC as part of a functionally integrated service delivery model, the role of the One Stop Operator is: to ensure the smooth daily operation of the AJCCs and satellite sites, coordinating the delivery of career services and other WIOA services between all AJCC services providers; to continue to develop and enhance the workforce system in the Monterey County workforce development area by focusing on a fully coordinated and integrated service delivery model that is market-driven and offers value-added services to job seekers; and to coordinate all AJCC activities and strategies across the One Stop system with MCWDB staff, as well as coordinate with affiliated sites.

i. Subrecipient shall work with the One Stop Operator to ensure that the AJCC and the Monterey Peninsula College satellite site in Marina is customer-centered and business friendly;
ii. Subrecipient shall work with the One Stop Operator to continuously improve service delivery; and
iii. Subrecipient will assist the One Stop Operator to implement the Hallmarks of Excellence in conjunction with other AJCC partners.

v. 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. Subrecipient will respond to reporting requests made by the WDB within 5 days of a request.

R. EVALUATION OF SUBRECIPIENT:

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

S. RECORDS AND AUDITS OF SUBRECIPIENT:

i. **Establishment and Maintenance of Records:** Subrecipient shall maintain records, including, but not limited to, books, financial records, supporting documents, statistical records, personnel, property, and all other pertinent records sufficient to properly reflect:
   1. 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
   2. All other matters covered by this agreement. Such records shall be maintained in accordance with requirements now or hereafter prescribed by the WDB.

ii. **Preservation of Records:** Subrecipient shall preserve and make available its records for audit, inspection, or other WIOA purposes.

T. BRANDING:

WIOA-funded programs will follow federal, state, and WDB branding guidelines. Subrecipient will not use its brand or promote its own organization. Subrecipient shall use WDB approved logo in all promotional, advertisement, and program related materials relative to the services provided under this agreement. Subrecipient staff shall use their assigned County email addresses when communicating with clients, businesses, and other workforce stakeholders, and shall not use any other email addresses to conduct business on behalf of the WDB. All materials shall acknowledge the WDB and its role as the source of funding.

U. BUDGET MODIFICATION:

If Subrecipient requests, in writing, a change in Exhibits CA or CB, 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 Subrecipient is within 10% of the line item in question. Budget modifications or transfer of funds affecting performance benchmarks is prohibited.

EXHIBIT B

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

The following applies to all programs and/or projects funded under the Workforce Innovation and Opportunity Act (WIOA) conducted by ___________, hereinafter referred to as "Subrecipient."

1. COMPLIANCE

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

a. The provisions of the Workforce Innovation and Opportunity Act (WIOA), (29 U.S.C. §§ 3101- 3361 (2014), WIOA Final Regulations, and all legislation, regulations, 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 WIOA.

c. Title 2, Code of Federal Regulations (C.F.R.) part 200 (Office of Management and Budget Guidance) [OMB Guidance].

d. Title 2, C.F.R. Part 2900 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) [Uniform Requirements].

e. The provisions of the Jobs for Veterans Act (Pub. L. No. 107-288), including the requirement to provide priority service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the DOL. The regulations implementing this priority of service can be found at 20 CFR Part 1010. In circumstances where an award recipient or subrecipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans' priority of service provisions require that the award recipient or subrecipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Award recipients and subrecipients must comply with the DOL guidance on veterans' priority. ETA's TEGL No. 10-09 provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL.

f. Subrecipient will ensure diligence in managing programs under this subgrant agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of WIOA.

2. CERTIFICATIONS / ASSURANCES

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

a. **Corporate Registration:** Subrecipient, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.

b. **Contracting with Corporations with Felony Criminal Convictions Prohibited:** The Monterey County Workforce Development Board (MCWDB) and its subrecipients may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

c. **Contracting with Corporations with Unpaid Tax Liabilities Prohibited:** The MCWDB and its subrecipients may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

d. **Expatriate Corporations**: Subrecipient hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code §§ 10286 and 10286.1 and is eligible to contract with the State of California.

e. **Americans Disabilities Act (ADA):** Subrecipient agrees to comply with the Americans with 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.)

f. **False Claims Act:** Subrecipient, 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. Subrecipient 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 Subrecipient, 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).

g. **Authority to Bind Subrecipient:** Subrecipient shall furnish the MCWDB in writing, a list of persons authorized to execute on behalf of Subrecipient: Agreements, modifications to Agreements, invoices or other documents as may be required by the MCWDB.

h. **Sectarian Activities:** Subrecipient 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.

i. **Domestic Partners:** For contracts over $100,000 executed or amended after January 1, 2007, the Subrecipient certifies that it is in compliance with Public Contract Code § 10295.3.

j. **National Labor Relations Board:** Subrecipient (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 Subrecipient within the immediately preceding two-year period because of Subrecipient’s failure to comply with an order of a Federal court, which orders Subrecipient to comply with an order of the National Labor Relations Board (PCC10296).

k. **Prior Findings:** Subrecipient, 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.

l. **Excluded Parties List**: The MCWDB will not contract with any entity listed on the Excluded Parties List System in the federal System for Award Management. Subrecipient hereby represents and warrants that it is not so listed.

m. **Drug-Free Workplace Certification:** By signing this Agreement, Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that Subrecipient 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 Subrecipient employee who works on this Agreement will:
  a. Receive a copy of the Subrecipient's drug-free policy statement; and
  b. Agree to abide by the terms of the Subrecipient's drug-free policy statement as a condition of employment on the Agreement.

(4) The Subrecipient must notify the MCWDB if an employee of the Subrecipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.

(5) Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of the Agreement or both and Subrecipient may be ineligible for award of any future agreements if it is determined that any of the following has occurred: the Subrecipient has made false certification; or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 et seq.)

n. **Child Support Compliance Act:** In accordance with the Child Support Compliance Act, Subrecipient 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 Subrecipient is fully complying with the earnings assignment orders of all Subrecipient's employees and is providing the names of all new Subrecipient's employees to the New Employee Registry maintained by the State of California Employment Development Department (EDD).

o. **Debarment and Suspension Certification:** By signing this Agreement, Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that Subrecipient will comply with regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension and OMB Guidance 2 CFR Part 180, that the Subrecipient, to the best of its knowledge and belief, 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 Subrecipient 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 Subrecipient is unable to certify to any of the statements in this Debarment and Suspension Certification, it shall attach an explanation to this Agreement.

p. **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 MCWDB, 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.

q. **Lobbying Certification:** By signing this AGREEMENT, Subrecipient hereby assures and certifies to compliance with the lobbying restrictions which are codified in Title 31 of the United States Code, section 1352, as implemented by DOL regulations at 2 CFR Part section 200.208, as follows:

(1) No Federal appropriated funds have been paid, by or on behalf of Subrecipient, 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) Subrecipient 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 United States Code, section 1352, Title

31. 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.

r. **Priority Hiring Considerations:** If this AGREEMENT includes services in excess of $200,000, Subrecipient 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.

s. **Sweatfree Code of Conduct:** All Subrecipients 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. Subrecipient 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. Subrecipient agrees to cooperate fully in providing reasonable access to Subrecipient's records, documents, agents or employees, or premises if reasonably required by authorized officials of the MCWDB, State of California EDD, the Department of Industrial Relations, or the Department of Justice to determine Subrecipient's compliance with the requirements of the Sweatfree Code of Conduct.

t. **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.

u. **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 and 29 CFR Part 38.

a. As a condition to the Agreement of financial assistance from the DOL under WIOA, Subrecipient assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the Agreement:

i. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or against beneficiaries on the basis of either citizenship/status or participation in any WIOA financially assisted Title I 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. Subrecipient also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to Subrecipient's operation of the WIOA financially assisted program or activity, and to all Agreements that Subrecipient makes to carry out the WIOA financially assisted program or activity. Subrecipient understands that the United States has the right to seek judicial enforcement of this assurance.

c. This Subrecipient shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

d. These assurances are binding on Subrecipient for the term of this Agreement, as specified in 29 CFR section 38.26(b).

(2) Subrecipient 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) Subrecipient 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) Subrecipient 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) Subrecipient agrees to conform to non-discrimination and equal opportunity requirements and procedures, including the discrimination complaint procedures in compliance with the WIOA, the Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, Federal regulations and State statues, regulations and policy. (Reference MCWDB Policy 2025-03 – Nondiscrimination and Equal Opportunity Procedures, accessible at: https://montereycountyworks.com/mcwdb-policies/).

(6) Subrecipient 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) Subrecipient will comply with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 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) Subrecipient shall ensure equal employment opportunity based on objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, performance evaluation, and employee management relations.

v. **Indemnification:**

(1) The following provision applies only if Subrecipient 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.

(2) The following provision applies only if the Subrecipient is a non-governmental entity: The Subrecipient agrees to the extent permitted by law, to indemnify, defend and hold harmless the MCWDB, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Subrecipients, subcontractors, materials persons, laborers and any other persons, firms or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by the Subrecipient in the performance of this Agreement.

w. **Salary and Bonus Limitations:** Pursuant to P.L. 118-47, Division D, Title I, Section 105, award recipients and subrecipients shall not use funds to pay the salary and bonuses of an individual, either as direct costs or as indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website. (https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/)
The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.331. 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, taking into account factors including the relative cost-of- living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including DOL programs. See TEGL 10-24 for further clarification.

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

x. **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, Subrecipient hereby assures and certifies to comply with the provisions of FFATA, which includes requirements referenced in Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, and requirements implementing FFATA at 2 C.F.R. part 25 and 2. C.F.R. part 170.

y. **Clean Air Act:** Subrecipient agrees 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).

z. **Air or Water Pollution Violation:** Under State laws, Subrecipient 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.

3. STANDARDS OF CONDUCT

Subrecipient 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 Subrecipient 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. Subrecipient agrees to conform to the non-discrimination requirements as referenced in WIOA Section 188.

b. Conflict of Interest: An executive or employee of Subrecipient, an elected official in the area or a member of the MCWDB 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 Subrecipient or the MCWDB: supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement. No member of Subrecipient or the MCWDB 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: The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of 2 CFR 200.322 must be included in all subawards, contracts, and purchase orders under this award.

These funds must be expended consistent with the requirements of 41 U.S.C. 8301- 8303, commonly referred to as the Buy American Act (BAA). See WIOA section 502(a), 29 U.S.C. 3342(a). In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under WIOA title I or the Wagner-Peyser Act (29 U.S.C. 49 et seq.), it is the sense of Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

d. Nepotism: Subrecipient 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 Subrecipient. 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:** As appropriate and to the extent consistent with law, Subrecipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of 2 CFR 200.322 must be included in all subawards including all contracts and purchase orders for work or products under this award. Subrecipient must additionally comply with the MCWDB 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 MCWDB Policy 2019-02 – Procurement Standards and policy attachments; https://www.montereycountywdb.org.)

f. **Flood Insurance**: The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 *et seq*., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in communities in the United States identified as flood-prone, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for the DOL support.

g. **Architectural Barriers**: The Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by the U.S. General Services Administration (GSA) (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

h. **Publicity:** Pursuant to P.L. 119-4, Division D, Title V, Section 503, the Subrecipient is not authorized to use any funds provided under this award—other than for normal and recognized executive–legislative relationships—for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation, designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself.

i. **Telecommunications Prohibition:** Subrecipients must adhere to 2 CFR 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (effective August 13, 2020). Subrecipients are prohibited from obligating or expending loan or grant funds to: procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, any use of video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) is prohibited, including telecommunications or video surveillance services provided by such entities or using such equipment and telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

j. Waste, Fraud, and Abuse: No entity receiving federal funds under this award may require employees or Subrecipients of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or Subrecipients from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

k. Whisteblower Protection: All employees working for Subrecipients, grantees/grant recipients, subcontractors, subgrantees/subrecipients, and recipients of cooperative agreements working on this Federal award are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712. The award recipient shall inform its employees and applicable Subrecipients and subrecipients, in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Subrecipient shall insert the substance of this clause in all subawards and contracts over the Simplified Acquisition Threshold (currently $350,000).

l. Historically Black Colleges and Universities, Other Minority Institutions: Pursuant to Executive Order (EO) 12928, the Subrecipient is strongly encouraged to provide subcontracting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

m. Harassment Prohibited: The Subrecipient is prohibited from engaging in harassment of an individual based on race, color, religion, sex, national origin, age, disability, or political affiliation or belief, or, for beneficiaries, applicants, and participants only, based on citizenship status or participation in any WIOA Title I-financially assisted program or activity. Harassing conduct of this type is a violation of the nondiscrimination provisions of WIOA and of 29 CFR Part 38.

(1) Unwelcome sexual advances, requests for sexual favors, or offensive remarks about a person's race, color, religion, sex, national origin, age, disability, political affiliation or belief, or citizenship or participation, and other unwelcome verbal or physical conduct based on one or more of these protected categories constitutes unlawful harassment on that basis(es) when:

(2) Submission to such conduct is made either explicitly or implicitly a term or condition of accessing the aid, benefit, service, or training of, or employment in the administration of or in connection with, any WIOA title I-financially assisted program or activity; or

(3) Submission to, or rejection of, such conduct by an individual is used as the basis for limiting that individual's access to any aid, benefit, service, training, or employment from, or employment in the administration of or in connection with, any WIOA Title I financially assisted program or activity; or

(4) Such conduct has the purpose or effect of unreasonably interfering with an individual's participation in a WIOA Title I-financially assisted program or activity creating an intimidating, hostile or offensive program environment.

(5) Harassment because of sex includes harassment based on gender identity or sexual orientation; harassment based on failure to comport with sex stereotypes; and harassment based on pregnancy, childbirth, and related medical conditions. Sex-based harassment may include harassment that is not sexual in nature but that is because of sex or where one sex is targeted for the harassment.

n. Health Benefits Coverage for Contraceptives: Federal funds received under this award may not be used to enter into or renew a contract which includes a provision for prescription drug coverage unless the contract also includes a provision for contraceptive coverage. This requirement does not apply to contracts with 1) the religious plan’s Personal Care’s HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individual’s religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion-related services.

o. Health Benefits Coverage for Abortions Restricted: Pursuant to P.L. 119-75, Division B, Title V, Section 506 and 507. (a) None of the funds appropriated in this Act, and none of the funds in any trust fund to which funds are appropriated in this Act, shall be expended for any abortion. (b) None of the funds appropriated in this Act, and none of the funds in any trust fund to which funds are appropriated in this Act, shall be expended for health benefits coverage that includes coverage of abortion. (c) The term ‘‘health benefits coverage’’ means the package of services covered by a managed care provider or organization pursuant to a contract or other arrangement. SEC. 507. (a) The limitations established in the preceding section shall not apply to an abortion— (1) if the pregnancy is the result of an act of rape or incest; or (2) in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life- endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. (b) Nothing in the preceding section shall be construed as prohibiting the expenditure by a State, locality, entity, or private person of State, local, or private funds (other than a State’s or locality’s contribution of Medicaid matching funds). (c) Nothing in the preceding section shall be construed as restricting the ability of any managed care provider from offering abortion coverage or the ability of a State or locality to contract separately with such a provider for such coverage with State funds (other than a State’s or locality’s contribution of Medicaid matching funds). (d)(1) None of the funds made available in this Act may be made available to a Federal agency or program, or to a State or local government, if such agency, program, or government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions. (2) In this subsection, the term ‘‘health care entity’’ includes an individual physician or other health care professional, a hospital, a provider-sponsored organization, a health maintenance organization, a health insurance plan, or any other kind of health care facility, organization, or plan.

p. Fair Labor Standards Act Amendment for Major Disasters: Pursuant to P.L. 118-47, Division H, Title I, Section 108, the Fair Labor Standards Act of 1938 (FLSA) will apply as if the following language was added to Section 7 (the Maximum Hours Worked Section). This language specifically relates to occurrences of a major disaster (as declared or designated by the state or federal government) and are applied for a period of two years afterwards. The language is as follows:

> "(s)(1) The provisions of this section [maximum hours worked] shall not apply for a period of 2 years after the occurrence of a major disaster to any employee—
> (A) employed to adjust or evaluate claims resulting from or relating to such major disaster, by an employer not engaged, directly or through an affiliate, in underwriting, selling, or marketing property, casualty, or liability insurance policies or contracts;
> (B) who receives from such employer on average weekly compensation of not less than $591.00 per week or any minimum weekly amount established by the Secretary, whichever is greater, for the number of weeks such employee is engaged in any of the activities described in subparagraph (C); and (C) whose duties include any of the following:
> (i) interviewing insured individuals, individuals who suffered injuries or other damages or losses arising from or relating to a disaster, witnesses, or physicians;
> (ii) inspecting property damage or reviewing factual information to prepare damage estimates;
> (iii) evaluating and making recommendations regarding coverage or compensability of claims or determining liability or value aspects of claims;
> (iv) negotiating settlements; or
> (v) making recommendations regarding litigation.
> (2) The exemption in this subsection shall not affect the exemption provided by section 13(a)(1) [of the FLSA].

q. **Lobbying/Advocacy Restricted:** As provided in P.L. 119-4, the requirements of P.L. 118-47, Division D, Title V, Section 503 apply. No federal funds received under this award may be used to pay the salary or expenses of any grant recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive–legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government.

r. **Blocking Pornography Required:** Pursuant to P.L. 117-328, Division H, Title V, Section 520, no Federal funds received under this award may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

s. **Privacy Act:** No funds can be used in contravention of 5 U.S.C. 552a (the Privacy Act) or regulations implementing the Privacy Act.

t. **Procuring Goods Obtained through Child Labor Prohibited:** Pursuant to P.L. 119-75, Title I, Section 103, no Federal funds received under this award may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by the DOL prior to December 29, 2022. DOL has identified these goods and services at ILAB's List of Products Produced by Forced or Indentured Child Labor webpage.

u. **Promotion of Drug Legalization Restricted:** Pursuant to P.L. 119-75, Division B, Title V, Section 509, no Federal funds received under this award shall be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications or where there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

v. Purchase of Sterile Needles or Syringes Restricted: Pursuant to P.L. 119-75, Division B, Title V, Section 525, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug. This limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with State and local law.

w. Text Messaging While Driving: Subrecipients are strongly encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or when performing any work for or on behalf of the Monterey County Workforce Development Board (MCWDB).

x. Restrictions Against the Creation or Research of Embryos: Pursuant to P.L. 119-75, Division B, Title V, Section 508, no Federal funds received under this award shall be used for (1) the creation of a human embryo or embryos for research purposes; or (2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)). For purposes of this section, the term “human embryo or embryos” includes any organism, not protected as a human subjected under 45 CFR 46 as of December 29, 2022, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

y. Trafficking in Persons Prohibited:

(1) 2 CFR 175.200 establishes a government-wide award term for grants and cooperative agreements to implement the requirement in regard to Trafficking in persons.

a. *Provisions applicable to a recipient that is a private entity.*

I. The award recipient, the award recipient’s employees, subrecipients under this award, and subrecipients' employees may not—

(A). Engage in severe forms of trafficking in persons during the period of time that the grant award is in effect; or

(B). Procure a commercial sex act during the period of time that the award is in effect; or

(C). Use forced labor in the performance of the award or subawards under the award.

(D). Acts that directly support or advance trafficking in persons, including the following acts:

i. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

ii. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or

b) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;

iii. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

iv. Charging recruited employees a placement or recruitment fee; or

v. Providing or arranging housing that fails to meet the host country's housing and safety standards.

II. DOL/ETA as the Federal awarding agency may unilaterally terminate this award, without penalty, if the award recipient or a subrecipient that is a private entity —

(A). Is determined to have violated a prohibition in paragraph a.I of this award term; or

(B). Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.I of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 2998.

b. *Provision applicable to a recipient other than a private entity.* DOL/ETA as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

I. Is determined to have violated an applicable prohibition in paragraph a.I of this grant award term; or

II. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a. I of this grant award term through conduct that is either—

(A). Associated with performance under this award; or

(B). Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 29 CFR Part 98.

c. *Provisions applicable to any recipient.*

I. The award recipient must inform DOL/ETA immediately of any information the award recipient receives from any source alleging a violation of a prohibition in paragraph a.1 of this grant award term.

II. DOL/ETA right to terminate unilaterally that is described in paragraph a. II or b of this section:

(A). Implements section 106(g) of the Trafficking Victims Protection Act of

2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(B). Is in addition to all other remedies for noncompliance that are available to DOL/ETA under this grant award.

III. The award recipient must include the requirements of paragraph a. I of this award term in any subaward the award recipient makes to a private entity.

4. COORDINATION

a. Subrecipient 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, Subrecipient 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. Subrecipient 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 Subrecipient and shall not be charged to either this AGREEMENT or the participant under this Agreement.

5. SUBCONTRACTING

a. Subrecipient will not assign a contract resulting from this Agreement or any portion thereof to a third party without the prior written consent of the MCWDB, and any attempted assignment or subcontract without such prior written consent may cause immediate termination of the Agreement.

b. Upon approval from the MCWDB, any of the work or services specified in this AGREEMENT which will be performed by other than Subrecipient will be evidenced by a written Agreement specifying the terms and conditions of such performance.

c. Subrecipient 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 Subrecipient does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

6. CONSULTANTS

Fees paid to a consultant who provides services under a program, shall be limited to $815 per day (representing an 8 hour work day). Any fees paid in excess of this amount cannot be paid without prior approval from the Grant Officer.

7. RESOLUTION

A county, city, district or other local public body must provide the MCWDB 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.

8. 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 MCWDB and shall no longer be available to Subrecipient.

d. The MCWDB 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 Subrecipient is given prompt notice and the opportunity for an informal review of the MCWDB's decision. The Executive Director of the MCWDB 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 Subrecipient 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.

9. FISCAL ACCOUNTABILITY

a. Subrecipient 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. Subrecipient 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 Subrecipient by the MCWDB 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 Subrecipient 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 Subrecipient's approved budget. Subrecipient shall not transfer funds between cost categories or adjust designated "total budget" line items without prior written approval by the MCWDB (applicable to cost reimbursement contracts only). Invoices for reimbursement submitted by Subrecipient 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. Subrecipient 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 Subrecipient 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. Subrecipient shall not use WOIA funds as security or payment for obligations or as loans for activities of other funded programs-

g. Subrecipient'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 Subrecipient shall be compensated using WOIA funds under this AGREEMENT only for work performed under the terms of this AGREEMENT.

h. The MCWDB shall not pay, and Subrecipient shall not request, payment for any accrued employee fringe benefits (including vacation and sick time), which were not accrued by Subrecipient's employees during the term of this AGREEMENT.

i. In accordance with the requirements at 2 CFR 200.400(g), Subrecipient may not earn or keep any profit resulting from WOIA funds paid under this AGREEMENT, or other federal financial assistance.

j. Any excess of revenue over costs incurred for services provided by Subrecipient 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 Subrecipient to underwrite additional training or training related services pursuant to the project or program that generated them, consistent with the purposes of WIOA. When Subrecipient ultimately discontinues the provision of all WIOA training and/or services described in this AGREEMENT, program income remaining shall be returned to the MCWDB.

k. Subrecipient shall make available to the MCWDB, 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: https://www.montereycountywdb.org.

10. PAYMENT OF AUTHORIZED EXPENDITURES

a. Subject to receipt of funds from the State, the MCWDB agrees to reimburse Subrecipient for expenditures authorized in the AGREEMENT budget. Financial reports and invoices are due to the fiscal unit of the MCWDB 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 MCWDB. Late submission of financial reports and invoices are subject to withholding of payment due to non-compliance with Subrecipient's AGREEMENT to submit timely and accurate reports and invoices. The MCWDB's Fiscal Unit shall pay the certified invoice within 45 days of receiving the certified invoice. Financial information reported on claims must be directly linked to records maintained by Subrecipient which support actual delivery of services as outlined in the existing AGREEMENT between Subrecipient and the MCWDB. The MCWDB shall be the sole judge of what constitutes adequate supporting documentation.

b. Subrecipient shall be paid in accordance with the AGREEMENT and budget, not to exceed the maximum Agreement specified. Any cost incurred by Subrecipient over and above the maximum Agreement obligated by the AGREEMENT and budget shall be at the sole risk and expense of Subrecipient.

11. REQUIRED FUNDING INFORMATION IN PUBLIC COMMUNICATIONS

Pursuant to Public Law 118-47, Division D, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

a. The percentage of the total costs of the program or project which will be financed with Federal money;
b. The dollar amount of Federal funds for the project or program; and
c. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources. The requirements of this term are separate from those in 2 CFR Part 200 and, when applicable, both must be complied with.

12. PERFORMANCE ACCOUNTABILITY

a. Subrecipient, 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 Subrecipient 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 Subrecipient to bring to the attention of the MCWDB 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 MCWDB 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. Subrecipient shall submit all corrective plans to the MCWDB for written approval. If approved, Subrecipient shall keep the MCWDB aware of progress, on a continuing basis, until the corrective action plan results are accomplished. The MCWDB reserves the right to require modifications to the corrective action plan, satisfactory to the MCWDB, in the event of failure by Subrecipient to achieve the specified results.

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

13. MAINTENANCE OF EFFORT

Subrecipient shall comply with the following maintenance of effort requirements:

a. Subrecipient warrants that participant positions funded through this AGREEMENT are in addition to those that would otherwise be financed by Subrecipient 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.

c. Subrecipient will not terminate, layoff or reduce the working hours of an employee for the purpose of hiring an individual with funds available under WIOA.

d. Subrecipient will not hire any person using funds available under WIOA when any other person is on layoff for the same or substantially equivalent job.

14. AMENDMENTS

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

a. There is a decrease in Federal or State funding levels.

b. Funds awarded to Subrecipient have not been expended in accordance with the budget included in the approved Subrecipient’s plan. This will occur if, after consultation with Subrecipient, the MCWDB 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.

15. REPORTING

a. Subrecipient will compile and submit reports of activities, performance and expenditures by the specified dates prescribed by the MCWDB. 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 Subrecipient by the MCWDB.

b. Subrecipient shall submit to the MCWDB all required reports on a timely basis as delineated by the MCWDB. Subrecipient 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 MCWDB. These reports are due to the MCWDB, as requested in writing. Subrecipient also shall submit on a timely basis all required AGREEMENT supplemental documents.

16. TERMINATION

In the event of early termination of this AGREEMENT, the MCWDB's liability to Subrecipient is limited to the value of services and/or goods provided to the date of termination. This AGREEMENT may be terminated, in whole or in part, for either of the two following circumstances:

a. **Termination for Convenience:** The MCWDB may, in its sole discretion, terminate this Agreement for convenience, including but not limited to, insufficient funding, lack of program participants, change in focus of WIOA program priorities, and similar. The MCWDB shall provide Subrecipient with ninety (90) days advance notice of termination of this Agreement for convenience.

b. **Termination for Cause:** The MCWDB may terminate this Agreement, in whole or in part, if it determines that Subrecipient has substantially breached this agreement or violated WIOA, WIOA regulations, the Uniform Guidance, implementing state legislation, and/or guidance and directives issued by the State Employment Development Department or the federal Department of Labor. In the event of Subrecipient's breach of this Agreement or in the event of Subrecipient's violation of WIOA and related laws, regulations, guidance and directives, the MCWDB may pursue all legal remedies available to it under federal and state law, including injunctive relief and restitution of WIOA funds previously disbursed to Subrecipient.

   (1) In the event of breach of this Agreement by Subrecipient or in the event of Subrecipient's violation of WIOA and related laws, regulations, guidance and directives, the MCWDB may also seek to impose administrative sanctions such as, but not limited to, a bar on Subrecipient's future receipt of WIOA funds and/or a bar on Subrecipient's future provision of WIOA program services.

   (2) The MCWDB may, in its sole discretion, afford Subrecipient the opportunity to take corrective action prior to terminating this Agreement and/or pursuing legal remedies/administrative sanctions.

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 MCWDB will be addressed to:

Executive Director
Workforce Development Board (MCWDB)
344 Salinas Street, Suite 101
Salinas, CA 93901

Notices to Subrecipient will be addressed to:

17. RECORDS MAINTENANCE & RETENTION

a. If participants are served under this AGREEMENT, Subrecipient will use CalJOBS https://www.caljobs.ca.gov, online case management systems as prescribed by the County of Monterey.

b. Subrecipient 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, Subrecipient 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 MCWDB, 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 Subrecipient shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this AGREEMENT. Subrecipient 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. Subrecipient’s performance under the terms and conditions herein specified will be subject to an evaluation by the MCWDB of the adequacy of the services performed, timeliness of response and a general impression of the competency of Subrecipient’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, Subrecipients should use the Virtual Job Center and/or CalJOBS systems as prescribed by the MCWDB, as both a reporting and a case management tool.

18. AUDITS

a. If Subrecipient expends $1,000,000 or more in a year in federal funds, Subrecipients shall submit an audit report that conforms to the requirements of 2 CFR part 200.501, subpart F (Single Audit.) OMB’s approved DOL exception at 2 CFR 2900.2 expands the definition of ‘non-Federal entity’ to include for-profit entities and foreign entities. As such, for-profit and foreign entities that are recipients/subrecipients of a DOL award must adhere to the Uniform Guidance at 2 CFR 200, including Subpart F. Funds may be set aside in Subrecipient's budget in an amount equal to MCWDB’S fair share of the Subrecipient's cost of an A-133 independent audit, if required.

b. The audit report shall ascertain and determine that no services provided by the Subrecipient under this AGREEMENT are duplicative of services provided to another agency from which Subrecipient receives funding and are not being reimbursed from funding received from another agency.

c. Subrecipient shall enter into an agreement with an outside auditor no later than sixty (60) days before the end of each Fiscal Year calling for the financial and compliance audit of the Fiscal Years that are covered by this AGREEMENT. The written agreement may be in the form of an engagement letter prepared by the auditor and approved by Subrecipient.

d. The audit report must be completed and sent to the MCWDB within six months of the end of each Fiscal Year covered by this AGREEMENT. Acceptable forms include: (i) an original, bound copy signed by the certified public accountant responsible for the work, OR (ii) a protected document file format (.pdf) emailed from the certified public accountant. If this AGREEMENT expires or is terminated on a date that occurs after the period covered by the foregoing audit, the Subrecipient shall deliver an audit report within two hundred and fifty (250) days after the expiration or termination of this AGREEMENT auditing the period not covered by the prior audit.

e. Should Subrecipient not enter into an agreement with an outside auditor or should an audit not be performed on a timely basis, the MCWDB, at its discretion, may enter into an agreement with an independent auditor to perform the audit at Subrecipient’s expense.

f. The Subrecipient shall submit to the MCWDB copies of management letters the auditor prepares for the Subrecipient as part of the audit engagement.

g. All audits must be performed by Certified Public Accountants currently certified and licensed to practice in the State of California. Subrecipient must have auditor’s proof of current licensing on file in Subrecipient’s office. Subrecipient must submit a copy of the auditor’s certification to practice in California to the MCWDB.

h. Subrecipient will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. Subrecipient 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.

i. Auditors performing monitoring or audits of Subrecipient will immediately report to the MCWDB any incidents of fraud, abuse or other criminal activity in relation to this AGREEMENT, the WIOA or its regulations.

19. DISALLOWED COSTS

a. Except to the extent that the State determines it will assume liability, Subrecipient will be liable for and will repay the MCWDB, 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 MCWDB.

b. Subrecipient shall be notified of all final determinations made by the MCWDB regarding audit reports, independent monitoring reports, and MCWDB administrative findings by a final determination letter.

c. If Subrecipient fails to refund any disallowed cost within 30 days, the MCWDB may, at its sole discretion, terminate any and all AGREEMENTs with Subrecipient effective immediately thereon.

20. CONFLICTS

a. Subrecipient will cooperate in the resolution of any conflict with the MCWDB that may occur from the activities funded under this AGREEMENT.

b. In the event of a dispute between the MCWDB and Subrecipient over any part of this AGREEMENT, the dispute may be submitted to non-binding arbitration upon the consent of both the MCWDB and Subrecipient. An election for arbitration pursuant to this provision will not preclude either party from pursuing any remedy for relief otherwise available.

21. PROPERTY

a. The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and any rights of copyright to which the grant award recipient, or subrecipient, purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise.

(1) Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the DOL/ETA has a license or rights of free use in such work, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping.
(2) If revenues are generated by selling products developed with grant funds, including intellectual property, these revenues are considered as program income. Program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307.
(3) The following language must be on all workforce products developed in whole or in part with grant funds:

"*This workforce product was funded by a grant awarded by the U.S. Department of Labor (DOL)'s Employment and Training Administration. The product was created by the recipient and does not necessarily reflect the official position of DOL/ETA. DOL/ETA makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it*."

(4) Additionally, pursuant to 2 CFR 2900.13, Intellectual Property developed under this subgrant will be licensed under a Creative Commons Attribution license, and must be in a format readily accessible and available for open licensing to the public, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and requires such users to attribute the work in the manner specified by the Pass-through Entity.

(5) All small business firms, and non-profit organizations (including Institutions of Higher Education) must adhere to the Bayh-Dole Act, which requirements are provided at 37 CFR 401.3(a) and Bayh-Dole Act Required ETA Grant Term. To summarize, these requirements describe the ownership of intellectual property rights and the government's nonexclusive, nontransferable, irrevocable, paid-up license to use any invention conceived or first actually reduced to practice in the performance of work under this grant award. These requirements are in addition to those found in the Intellectual Property Rights term above. See additional information at https://www.dol.gov/sites/dolgov/files/ETA/grants/pdfs/BayhDoleGrantTerm.pdf.

(6) If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2](a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

b. All property, whether finished or unfinished documents, data, studies and reports prepared or purchased by Subrecipient under this AGREEMENT, will be disposed of in accordance with the direction of the MCWDB. In addition, any tools and/or equipment furnished to Subrecipient by the MCWDB and/or purchased by Subrecipient 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 MCWDB. Upon termination of this AGREEMENT, Subrecipient will immediately return such tools and/or equipment to the MCWDB or dispose of them as prescribed by the MCWDB.

c. All non-expendable property acquired with program funds provided, in whole or in part, under this AGREEMENT shall become property of the MCWDB at the time of acquisition and shall be returned to the MCWDB upon termination of the AGREEMENT and completion of the program or at such time as the MCWDB 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.

d. Subrecipient shall obtain advance written approval of MCWDB 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.

e. Property records for non-expendable property shall be accurately maintained by Subrecipient 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.

f. Subrecipient shall ensure 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, Subrecipient shall report the loss, damage, or theft to the police, unless the possible crime occurred in another jurisdiction, in which case Subrecipient shall report it to the law enforcement authorities with that jurisdiction and Subrecipient shall provide a copy of the law enforcement report to the MCWDB.

22. CONFIDENTIALITY REQUIREMENTS

The MCWDB and Subrecipient 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 MCWDB and Subrecipient 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, except where disclosure is allowed by prior written approval of the Grant Officer or by court order. Subrecipient must take reasonable measures to safeguard protected PII, as well as any information that the MCWDB designates as sensitive. Both Subrecipient and the MCWDB 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 https://www.dol.gov/agencies/eta/advisories/training-and-employment-guidance-letter-no-39-11.

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 sufficient security 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. Subrecipient 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 Subrecipient 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, Subrecipient 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. Subrecipient shall notify the MCWDB of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (831) 759-6644 or (831) 755-3240. 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. Subrecipient shall cooperate with the MCWDB 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 Subrecipient learns of a breach in the security of the system which contains confidential data obtained under this AGREEMENT, then Subrecipient must provide notification to individuals pursuant to Civil Code Section 1798.82.

g. Subrecipient 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 MCWDB or Subrecipient enters into an AGREEMENT with a third-party to provide WIOA services, the MCWDB and Subrecipient 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 Subrecipients, or employees.

m. Subrecipient may, in its program operations, allow an individual to register for resume-distribution services at the same time the individual enrolls in the Virtual Job Center or CalJOBS. Subrecipient 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 Subrecipient and its subcontractors:

(1) All client information submitted over the Internet to Subrecipient 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 Subrecipient and/or subcontractor(s) network of servers, and protected by a firewall and a

secondary database server firewall or AES1 data encryption. If a Subrecipient and/or subcontractor(s) obtain confidential information, the AGREEMENT between Subrecipient 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. Subrecipient 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 Subrecipient 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 Subrecipient and subcontractor(s) AGREEMENT scope of services.

(3) Subrecipient 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 Virtual Job Center or CalJOBS, even if he or she chooses not to use any services of Subrecipient 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 Virtual Job Center or CalJOBS. This obligation applies even if Subrecipient's and/or subcontractor's resume-distribution services, or any other services are offered to the client.

(4) Subrecipient 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 Subrecipient and/or subcontractor(s) offers. Subrecipient and/or subcontractor(s) shall not use a client's personal and/or demographic information without the client's prior permission. A link to Subrecipient 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 MCWDB modifies State automated systems such as the CalJOBS or VOS systems, it shall provide reasonable notice of such changes to Subrecipient and/or subcontractor(s). Subrecipient 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.

23. EQUAL PARTICIPATION OF FAITH-BASED ORGANIZATIONS AND WRITTEN NOTICE OF BENEFICIARY PROTECTIONS

On March 4, 2024, the United States Department of Labor, along with eight other agencies, issued the final rule on Partnerships with Faith-Based and Neighborhood Organizations. The rule is available at 29 CFR 2.30 through 2.41.

(a) Under this final rule, a faith-based organization that participates in this award program retains its independence from Federal, State, and local Governments and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

(b) A faith-based organization may not use direct Federal financial assistance, whether received through an award or subaward, to support or engage in any explicitly religious activities. An organization receiving Federal financial assistance also must not, in providing services funded by DOL, or in conducting outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

(c) *Notice to beneficiaries of programs supported by direct Federal financial assistance.* Any organization providing services to beneficiaries under programs supported by direct Federal financial assistance from DOL, and any entity responsible for disbursing Federal funds as part of a program of indirect Federal financial assistance administered by DOL, must give the written notice shown below to beneficiaries and prospective beneficiaries:

Name of Organization:

Name of Program:

Type of Federal Financial Assistance: **DIRECT**. See 29 CFR 2.31 for definitions.

Contact Information for Program Staff: (provide name, phone number, and email address, if appropriate)

Because this program is supported in whole or in part by financial assistance from the Federal Government, we are required to let you know that:

(1) We may not discriminate against you on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;

(2) We may not require you to attend or participate in any explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) that are offered by our organization, and any participation by you in such activities must be purely voluntary;

(3) We must separate in time or location any privately funded explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) from activities supported with direct Federal financial assistance;

(4) You may report violations of these protections, including any denials of services or benefits by an organization, by contacting or filing a written complaint with the U.S. Department of Labor's Civil Rights Center, 200 Constitution Avenue NW, Room N- 4123, Washington, DC 20210, or by email to ***OFCCPComplaintForms@dol.gov;*** and

(5) If you would like to seek information about whether there are any other federally funded organizations that provide these kinds of services in your area, please call toll- free 1-877-US2-JOBS (1-877-872-5627) or TTY 1-877-889-5627.

This written notice must be given to you before you enroll in the program or receive services from the program, unless the nature of the service provided or exigent circumstances make it impracticable to provide such notice before we provide the actual service. In such an instance, this notice must be given to you at the earliest available opportunity.

EXHIBIT CA

WIOA BUDGET DETAIL

WIOA Title 1 Youth Program
January 1, 2027, through June 30, 2027

YOUTH PROGRAM OPERATOR WORKFORCE INNOVATION AND OPPORTUNITY ACT				
Organization:				
Contract Year:				
I. OPERATING COSTS				
A. WAGES AND FRINGES	**Salary**	**FTE Allocated to Contract**	**Leveraged Amount**	**Total Cost to Contract**
Position Title				
Subtotal Wages & Fringes				
B. OTHER OPERATING				
Outreach				
Audit				
Copying/Printing				
Dues/Membership				
Equipment Lease/Purchase/Maintenance				
Insurance				
Legal Fees				
Misc. (License, Tax, Other Fees)				
Postage				
Publications				
Staff Development				
Staff Travel				
Supplies (Not Testing)				
Telephone/Communication				
Other (e.g., Professional Services)				
Subtotal Other Operating				
SUBTOTAL OPERATING				
Performance-Based Outcomes Holdback				
Meeting Performance-Based Goals				

Total Performance Goals			
TOTAL BUDGET			
C. DIRECT PARTICIPANT COSTS			
Work Experience			
Occupational Skills Training & OJT			
Supportive Services			
Other (Specify in narrative)			
Subtotal Direct Participant Costs			
D. INDIRECT COSTS			
E. PROFIT			
TOTAL BUDGET			

EXHIBIT CA

Invoice
WIOA Program 2027

Monterey County Workforce Development Board
c/o Fiscal Manager
168 West Alisal Street, 3rd Floor
Salinas, CA 93901

Invoice #: 100
Date:

Expenditure for the month of: Jan-27

Agency:
Name of Agency here
Address of agency here
City, State, Zip code

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/Marketing	$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%
Insurance	$0.00	$0.00	$0.00	$0.00	0%
Postage	$0.00	$0.00	$0.00	$0.00	0%
Dues and Subscriptions	$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%
Fleet Service Charge/Vehicle Maintenance	$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%
Other (Staff Performance Stipend)	$0.00	$0.00	$0.00	$0.00	0%
Other (Audit, Payroll Processing, TALX, Background)	$0.00	$0.00	$0.00	$0.00	0%
Other (Business License)	$0.00	$0.00	$0.00	$0.00	0%
C. Direct Participant Costs					
Occupational Skills Training	$0.00	$0.00	$0.00	$0.00	0%
Supportive Services	$0.00	$0.00	$0.00	$0.00	0%
Work Experience and OJT	$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%
E. PBO	$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 CB

GREEN CADRE BUDGET DETAIL
CaliforniansForAll Green Cadre Program
January 1, 2027, through June 30, 2027

CaliforniansForAll Funding January 2027 - June 2027			Total Fee
Operating Costs			
A. Salaries and Fringe Benefits	Salary	FTE	
Supervisor			
Case Manager			
Job Developer			
Subtotal Salaries and Benefits			
B. Other Operating Costs			
Transportation			
Misc. Supplies (SUS)			
Indirect/Overhead (10%)			
Total Operating Budget			

EXHIBIT D

MONTHLY STATUS REPORT

WIOA Title I Youth Program

January 1, 2027, through June 30, 2027

Reporting Period: January 1, 2027 -

	PROGRAM PERFORMANCE	Current Total	6-Month Goals	% of Goal
1	New Enrollments w/ WorkKeys			
2	Placed in Paid Work Experience (WEX)			
3	90% Completion of WEX (280 hrs.) or Placed in Employment			
4	Placed in Occupational Skills Training (OST)			
5	Completion of OST w/ MSG + Certificate			
6	Placed in Employment			

	EXPENDITURES	Current Total	6-Month Goals	% of Goal
7	Work Experience			

EXHIBIT E

WIOA ELIGIBILITY CRITERIA

WIOA Title I Youth Programs

January 1, 2027, through June 30, 2027

	In-School Youth	Out-of-School Youth
General Eligibility		
Birth date/Age	Verify birth certificate, driver's license, passport, etc.	Verify birth certificate, driver's license, passport, etc.
Last 4 of SS#	Verify Social security card	Verify Social security card
U.S. Work Authorization	Satisfy documentation on Form I-9: www.uscis.gov	Satisfy documentation on Form I-9: www.uscis.gov
Selective Service Registration	Males only. Verify: https://www.sss.gov/	Males only. Verify: https://www.sss.gov/
Program Eligibility for Services		
Age	Age 16-21 years-old	Age 16-24 years-old
School Status	Attending secondary or post-secondary	Not attending any school
Income Criteria	Low Income; meets Youth LLSIL guidelines: http://www.montereycountywdb.org/policies/policies/MCWDB-Policy-2017-01_Attachment.pdf	See line 12 below:
Eligibility Criteria		
	Meets one or more of the following:	*Meets one or more of the following:*
	1. Basic skills deficient 2. An English language learner 3. An offender 4. Homeless 5. Runaway 6. Foster care or aged out of system 7. Eligible for assistance under SS Act 8. Out-of-Home placement 9. Pregnant or parenting 10. Disabled 11. Requires additional assistance to enter or complete and educational program or secure or hold employment	1. School Dropout 2. Age of compulsory school attendance, but didn't attended school for at least the most recent school calendar qtr. 3. Subject to the juvenile or adult justice system 4. Homeless 5. Runaway 6. Foster care or aged out of system 7. Eligible for assistance under SS Act 8. Out-of-Home placement 9. Pregnant or parenting 10. Disabled 11. Requires additional assistance to enter or complete and educational program or secure or hold employment 12. Recipient of a secondary school diploma or equivalent who is a low-income individual and is either basic skills deficient or an English language learner

EXHIBIT F

AJCC LOCATIONS

WIOA Title I Youth Programs
January 1, 2027, through June 30, 2027

Location #1	Physical Address	Site Supervisor(s)	Site Hours of Operation & Phone Number
SEASIDE	**MONTEREY ADULT SCHOOL** 1295 La Salle Avenue, Seaside, CA, 93955	**Name:** **Title:** **Agency:** **Phone:** **Email:**	Hours: Monday – Thursday 10 am to 7 pm Friday 8:00 am-5:00 pm, except legal holidays. **Phone:**

Location #2	Physical Address	Site Supervisor(s)	Site Hours of Operation & Phone Number
SALINAS	**SALINAS COMPREHENSIVE AJCC** 344 Salinas Street, Second Floor, Salinas, CA 93901	**Name:** **Title:** **Agency:** **Phone:** **Email:**	Hours: Monday – Friday 8:30 am-6:00 pm, except legal holidays. **Phone:**

EXHIBIT G

REFERRAL FORM

REV 8/6/2025

WIOA PARTNER REFERRAL FORM

DATE:

REFERRAL GROUP: ☐ **Adult** (18 and older) ☐ **Youth** (18 to 24)
☐ **Displaced Workers –** Separated from Employment/Service or Major Life Changes

CUSTOMER INFORMATION:		**REFERRED BY: Organization Name Here**
Name:		Name:
City: DOB: (mm/dd)		Phone:
Phone:		Email:
Email:		

REASON FOR REFERRAL:

COMMUNITY BASED ORGANIZATION:

Name:

Address:

Phone:

Email:

NOTES:

☐ **This a DCSS client. You must sign this referral form and make a copy for them to return to DCSS. Thank you**

Signature:____

Your consent to share personal information is entirely voluntary and you may withdraw your consent at any time.

Su consentimiento para compartir información personal es completamente voluntario y puede retirarlo en cualquier momento.

WIOA PARTNER REFERRAL FORM		
☐ **Adult School – Gonzales** 650 Elko Street, Gonzales (831) 675-1081	☐ **Adult School – Monterey** 1295 La Salle Ave, Seaside (831) 392-3565 https://mas.mpusd.net/	☐ **Adult School – Pacific Grove** 1025 Lighthouse Ave, Pacific Grove (831) 646-6580 https://pgadulted.pgusd.org/
☐ **Adult School – Salinas Welcome** 20 Sherwood Pl, Salinas(831) 796- 6900	☐ **Adult School – Soledad** 690 Main Street, Soledad (831) 678-6300 https://svaec.org	☐ **Southern California American Indian Resource Center (SCAIR), Inc.** Phone: (805) 765-6243 www.SCAIRInc.org
☐ **AJCC Marina – Adult, DW** 289 12th Street Room 201, Marina (831) 796-3335	☐ **AJCC Salinas – Adult & Dislocated Worker Programs / Youth** 344 Salinas Street STE#203, Salinas (831) 796-3335	☐ **AJCC Seaside – Youth North - Equus** 1295 La Salle Ave., #7 Seaside (831) 796-3335
☐ **Center for Employment Training,Salinas/Soledad (CET) Farm Worker** 24 E. Alvin Drive, Salinas (831) 424-0665 930 Los Coches Drive, Soledad	☐ **Monterey County WorkforceDevelopment Board (Business Services and Grants)** 344 Salinas Street STE #101, Salinas (831) 796-3387 montereycountywdb.org	☐ **Youth Services South – Turning Point** 344 Salinas Street STE# 209, Salinas, CA 93901 (831)256-7110
☐ **Community College – Hartnell** 411 Central Avenue, Salinas1752 E. Alisal Street, Salinas CTE - (831) 755-6700 Adult Ed X 6727	☐ **Community College – MPC** 980 Fremont Street, Monterey 289 12th Street, Marina Admissions & Records (831) 646-4002 https://www.mpc.edu	☐ **Job Corps** 3485 East Hills Dr., San Jose, CA 95127 (415) 937-2510 Magee.brandon@jobcorps.org
☐ **Dept. of Social Services (DSS) CWES CalWORKS Employment Services** 730 La Guardia Street, Salinas -1281 Broadway Ave. Seaside 200 Broadway #62, King City	☐ **Employment Development Department (EDD)** 928 E. Blanco Rd. STE# 280, Salinas, CA 93901 (831) 464-6286 https://edd.ca.gov/	☐ **Department of Rehabilitation** 928 E. Blanco Rd STE# 280, Salinas, CA 93901 (831) 769-8066 https://www.dor.ca.gov/Home/Salinas
☐ **Monterey County Department of Child Support Services** 1441 Schilling Place, Salinas, CA 93901 (866) 901-3212 Mcdcss.org	☐ **Community Action Partnership** 1000 S. Main St 3rd Floor, STE #301, Salinas, CA 93901 (831) 796-1553 https://www.countyofmonterey.gov/government/departments-i-z/social-services/community-action-partnership/about-us#cap	☐ **Monterey County Office of Education** 901 Blanco Cir, Salinas, CA 93901 (831) 783-5285 – Jocelyn Rios (https://www.montereycoe.org/programs-services/alternative-education/schools/
☐ **Housing Authority of Monterey County** 123 Rico Street, Salinas (831) 775-5000 TDD (831) 754-2951 https://hamonterey.org/	☐ **Senior Community Service Employment Program – (ANPPM)** 1325 N. Main St, Salinas, CA 93901 (831) 287-2350 x 8358	☐

I agree to my information being shared and gathered for data tracking and referral purposes only, between all listed local WIOA partners.

Estoy de acuerdo con que mi información sea compartida y recolectada solo para fines de seguimiento y referencia de datos, entre todos los colaboradores locales de WIOA indicados.

_______________Participant initials/ Iniciales del participante

REV 8/6/2025

EXHIBIT H
List of WDB Policies
As of May 2026

Policy Number	Name of Policy	Purpose of Policy *(Also includes comments)*
2026-03	Individual Training Accounts	This policy provides guidelines for implementing ITAs that are flexible and maximize customer choice in the selection of an eligible training provider, and sets the maximum duration and training dollar amounts for individuals funded under WIOA and non-WIOA programs provided by the MCWDB.
2026-01	Supportive Services Policy	This policy provides guidance on and addresses the use of WIOA Title 1 funds for supportive services to eligible participants enrolled in the WIOA Adult, Dislocated Worker, and Youth Programs on or after February 1, 2026.
2025-13	Auditing and Audit Resolution Policy	This policy provides the auditing requirements and the audit resolution process for entities receiving Workforce Innovation and Opportunity Act (WIOA) funds to meet the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards (Uniform Guidance).
2025-10	Work Experience Policy and Guidance	This policy provides guidance and establishes the process for the implementation of WIOA-funded Work Experience (WEX) training opportunities for WIOA-eligible Youth program participants.
2025-09	Payroll and Timekeeping Policy	This policy provides guidance on timekeeping and payroll processing pursuant to the County of Monterey's policy on Payroll Time and Leave Reporting and in accordance with the Fair Labor Standards Act, WIOA, the OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the Uniform Guidance.
2025-08	Local ETPL Policy	This policy establishes the types of allowable training services, consumer choice, the difference between the State and local Eligible Training Provider List (ETPL) the requirement for local boards to establish and ETPL policy, eligibility criteria, and procedures for initial and continued eligibility for eligible training providers and programs, the federally mandated Eligible Training Provider Performance Report, and the roles and responsibilities of the local boards and the Employment Development Department in maintaining the integrity of the state ETPL.
2025-06	On-The-Job Training (OJT) Policy and Procedures	This policy provides guidance and establishes procedures for the implementation of Workforce Innovation and Opportunity Act (WIOA) funded On-the-Job Training opportunites for eligible Adult, Dislocated Worker, and Youth program participants.
2025-05	Debt Collection Policy	This policy provides the guidance and establishes the procedures regarding debt collection associated with audit findings and allegations of feaud, waste, and abouse pertaining to federal Workforce Innovation and Opportunity Act funds.
2025-04	WIOA Travel Reimbursement Policy	The purpose of this policy is to provide guidance regarding the use of Workforce Innovation and Opportunity Act (WIOA) funding to pay for travel and conference expenses required for Monterey County Workforce Development Board members, staff, and subrecipients to ensure that expenditures charged to WIOA meet the necessary and reasonable standard of costs, as well as being allowable.
2025-03	Nondiscrimination and Equal Opportunity Procedures Policy and Guidance	This policy provides guidance on the nondiscrimination and equal opportunity procedures for Workforce Innovation and Opportunity Act Title 1 and Monterey County Workforce Development Board financially assisted programs or activities.
2025-02	Adult Program Priority of Service	This policy provides guidance and establishes procedures regarding priority of services for recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient served with Workforce Innovation and Opportunity Act funds.
2025-01	Priority of Service for Veterans and Eligible Spouses	This policy provides guidance and establishes procedures regarding the priority of service requirement for veterans and eligible spouses for U.S. Department of Labor funded program and services.
2024-09	Incident Reporting	This policy provides the guidance and establishes the procedures for reporting to the US Department of Labor's Office of Inspector General allegations of fraud, program abuse, or criminal conduct involving grantees or other entities and subrecipients receiving federal funds either directly or indirectly from the Employment Development Department.
2024-08	Internal Control Manual	MCWDB has developed an Internal Control System using state and federal directives and widely recognized best practices to provide reasonable assurance regarding the achievement of reliable financial reporting, operational efficiency and effectiveness, and compliance with applicable laws and regulations.
2024-07	Selective Service Registration Policy	The purpose of this policy is to provide guidance regarding the Selective Service registration requirements for participation in WIOA-funded services. Additionally, this policy contains model questions for WIOA staff to determine whether failure to register by a current or potential WIOA participant was knowing and willful.
2024-06	2024 LLSIL and Poverty Guidelines	The purpose of this policy 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-sufficiency.
2024-05	Stipends and Incentive Payments	This policy provides guidance and establishes procedures for providing stipends and incentive payments to eligible WIOA participants and participants in employment programs provided through State of California general funds.
2024-04	WIOA Cost Allocation Plan	This operational policy provides guidance and establishes principles and standards for a uniform approach to determining cost and promoting effective program delivery.
2024-03	Professional Attire Policy	The policy provides generally acceptable standards of dress and appearance for service providers representing the Monterey County Workforce Development Board (MCWDB) to promote a professional atmosphere for co-workers, visitors, and the general public.
2024-01	Cash Management Policy	The purpose of this policy is to establish sound cash management practices to ensure efficient utilization of cash in a manner consistent with the overall strategic goals of the Monterey County Workforce Investment Board (MCWDB).

Policy Number	Name of Policy	Purpose of Policy *(Also includes comments)*
2023-04	National Dislocated Worker Grant Disaster Recovery Worksite Selection, Management, and Health and Safety Standards	This policy provides guidance and establishes the procedures, requirements, and priorities of Disaster Recovery National Dislocated Worker Grants (NDWGs) as they relate to the selection and management of worksites and establishment of a written policy to ensure that project participants are afforded the same health and safety standards established under Federal and State law applicable to working conditions of permanent employees.
2022-03	Incumbent Worker Training Policy	This policy provides guidance and establishes the procedures regarding Incumbent Worker Training (IWT) as part of comprehensive regional sector pathway programs and strategies for decveloping a skilled workforce and income mobility.
2022-02	Conflict of Interest Policy	The purpose of this policy is to ensure that Board members and employees who are entrusted with oversight of WIOA funds will not personally or professionally benefit from the award, administration, or expenditure of such funds; will otherwise comply with ethics laws; and will safeguard WIOA system integrity.
2022-01	Code of Conduct Policy	This purpose of this policy is to ensure that all appointed Board members conduct themselves in a manner that will instil public confidence and trust in the fair operation and integrity of the Monterey County Workforce Development Board.
2021-04	Registered Apprenticeship Policy	This policy serves as guidance to the WDB and service providers relating to requirements and options for provision of training and employment opportunities in Registered Apprenticeship programs, which may be offered to eligible WIOA participants, including Out-of-School Youth, as a combination of classroom and job-based training.
2021-02	Career Services	This policy provides guidance and establishes the procedures for “career services” for adults and dislocated workers, rather than core and intensive services, as authorized by the Workforce Innovation and Opportunity Act (WIOA). This policy applies to all Monterey County Service Providers funded under the WIOA Title I.
2020-14	AJCC Re-opening Policy and Guidance	The purpose of this policy is to provide specific safety measures to faclitate the prompt re-opening of all AJCC workplaces throughout Monterey County. The policies and procedures have been provided to ensure the safety of clients and staff and prevent the spread of COVID-19.
2020-13	Budget Control and Modifications Policy	The purpose of this policy is to provide guidance on Budget Control and Modifications under Workforce Innovation and Opportunity Act (WIOA) and the Office of Management and Budget’s (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule (Uniform Guidance).
2020-12	Operating Expense Payment Policy	The policy provides guidance on appropriate budgeting and expenditures of federal funds under Workforce Innovation and Opportunity Act (WIOA) and the Office of Management and Budget’s (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule (Uniform Guidance. The policy establishes oversight, authority and reasonable assurance that all financial transactions are properly recorded, accounted for and in compliance with the specific provisions of the Uniform Guidance.
2020-11	Matched and Leveraged Resources	This policy provides guidance of match expenditures and qualifications. Match is defined as additional non-Federal resources expended to further the grant objectives, if required either by statute or within the grant agreement as a condition of funding. All matching funds must be spent on allowable grant activities and in accordance with the cost principles.
2020-10	Program Income	This policy provides guidance regarding program income parameters for the Workforce Innovation and Opportunity Act (WIOA). Program income means amounts generated by a recipient or subrecipient of WIOA funds that was directly generated from a supported WIOA-underwritten activity or earned as a result of the WIOA award during the period of performance.
2020-09	Property Management	This policy provides guidance for property management and inventory. This policy applies to all subrecipients of Workforce Innovation and Opportunity Act (WIOA) funds, to ensure allowable uses of property and proper management and inventory of property funded with WIOA funds.
2020-08	Closeout -- Grants and Contracts	The purpose of this policy is to provide guidelines and requirements for the closeout of WIOA grants and subgrants.
2020-07	WIOA Accounting	The purpose of this policy is to provide operational guidance for accounting systems for recipients of Federal grant funds.
2020-06	Record Retention and Public Access	This policy sets forth the following minimum timeframe requirements for records retention, and the extent to which such records may be made available to the public. Subrecipients/subcontractors must keep records that are sufficient to permit the preparation of reports required by the Secretary of Labor and the tracing of funds to a level of expenditure adequate to ensure that the funds were spent lawfully.
2020-05	Allowable Costs and Cost Classification	This policy provides guidance and establishes procedures regarding general cost principles, allowable costs, and prior written approval related to the Workforce Innovation and Opportunity Act (WIOA) Title I Funds and the Office of Management and Budget’s (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule (Uniform Guidance).
2020-01	WIOA Monitoring Policy	This policy establishes standards for fiscal and program monitoring, and Nondiscrimination and Equal Opportunity compliance monitoring of Workforce Innovation and Opportunity Act (WIOA) service providers and training providers on MCWDB's ETPL.

Policy Number	Name of Policy	Purpose of Policy *(Also includes comments)*
2019-06	Transitional Jobs Policy	The purpose of this policy is to provide guidanvce to MCWDB service providers regarding the limitations and requirements for the placement of WIOA Adults and Dislocated Workers into transitional jobs.
2019-05	WIOA Training Expenditure Requirements	This policy provides guidance and established the procedures regarding the Workforce Innovation and Opportunity Act (WIOA) training expenditure requirement imposed by Assembly Bill 1149.
2019-03	Authorization to Work Policy	This policy establishes the procedures to verify authoriztion to work documents, including which services require verification, when to ask, and where to refer individuals for additional services.
2019-02	Procurement Standards	This policy establishes procedures governing the use of WIOA funds to procure goods and services.
2019-01	Grievance and Complaint Policy	This policy establishes procedures that govern the receipt, handling, and resolution of non-criminal grievances or complaints made in connection with local area WIOA Title 1 programs and activities.
2019-00	Services and Referrals to Victims of Human Trafficking	This policy provides the guidance and establishes the procedures regarding services and referrals to victims of human trafficking.
2018-08	WIOA Youth Program Requirements	This policy provides guidance and establishes the procedures regarding the WIOA youth program, including out-of-school youth and 20% work experience minimum expenditure requirements.
2018-03	Limited English Proficiency	This policy seeks to establish procedures regarding the prohibition against national origin discrimination as it affects persons with Limited English Proficiency (LEP) and also to outline how the AJCC delivery system will serve these special populations.
2018-02	Reasonable Accomodation and Modification for Individuals with Disabilities	The policy provides direction in the processing of reasonable accommodation requests and outlines the definition of disability and procedures for the provision of accommodation to qualified individuals with disabilities who are applicants, registrants, eligible applicants/registrants, participants, employees, or applicants for employment, unless providing the accommodation would cause undue hardship.
2017-04	Unlikely to Return Policy	The policy outlines the definition and eligibility requirements be used when determining an individual's unlikeliness to return to their previous industry or occupation.
2017-03	WIOA Adult and Dislocated Worker Eligibiliy Documentation and Verification	This policy provides information and guidance pertaining to the MCWDB's definition of WIOA Title 1 Adult and Dislocated Worker eligibility documentation and verification procedures.

SIGNATURE PAGE

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION

RFP #10998
ISSUE DATE: August 6, 2026

RFP TITLE: COUNTY OF MONTEREY WORKFORCE DEVELOPMENT BOARD YOUTH WORKFORCE-RELATED SERVICES

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY AS OUTLINED HEREIN AND MUST BE FULLY UPLOADED BY 3:00 P.M., LOCAL TIME, ON THURSDAY, SEPTEMBER 24, 2026

MAILING ADDRESS:
COUNTY OF MONTEREY
CONTRACTS/PURCHASING OFFICE
1488 SCHILLING PLACE
SALINAS, CA 93901

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO
SUSANA MACIAS, EMAIL: MACIASSE@COUNTYOFMONTEREY.GOV
(831) 755-4921

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (Electronic submissions):

☐ **ALL REQUIRED CONTENT AS DEFINED PER SECTION 7.0 HEREIN**

This Signature Page must be included with your submittal to validate your proposal.
Proposals submitted without this page will be deemed non-responsive

☐ **CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION**

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL:
I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package

Company Name: ____ Date __________________

Signature: ________________________________ Printed Name: _____________________________________

Street Address: ____

City: ___________________ State: ______ Zip: ______________

Phone: _______________________ Fax: ______________________ Email: ___________________________

License No. (If applicable): _____________________________

License Classification (If applicable): _____________________________________